REQUEST FOR PROPOSALS
SOLID WASTE TRANSFER STATION OPERATIONS and
TRANSPORTATION SERVICES
WLSSD RFP #1385

Proposals for **Solid Waste Transfer Station Operations and Transportation Services** will be received by the Western Lake Superior Sanitary District ("WLSSD") until the closing time of 2:00 PM on Tuesday, January 15, 2019. Proposals received after that time will be returned unopened. Each proposal must be sealed and clearly marked: **"Solid Waste Transfer Station Operations and Transportation Services-RFP #1385".** Completed proposals may either be dropped off at the WLSSD main office or mailed to:

Betsy Woller, Buyer
Western Lake Superior Sanitary District
2626 Courtland Street
Duluth, MN 55806

Copies of this proposal can be obtained by calling (218) 722-3336 or online at the WLSSD website, https://wlssd.com/doing-business/bids-proposals/. Written questions regarding the content of this proposal must be directed to Betsy Woller, Buyer at betsy.woller@wlssd.com

This Request for Proposals includes an alternative allowing a Contractor to submit a proposal to also provide services for operation of the Carlton County ("County") Transfer Station and transportation of that solid waste for disposal at the City of Superior Landfill under a disposal contract negotiated by WLSSD. The proposal for Carlton County services will be separately evaluated by the County. Review and evaluation of the proposal for WLSSD services will be evaluated by the WLSSD.

There will be a recommended **Pre-Proposal Meeting at 11:00 AM, Tuesday December 4, 2018** at the WLSSD Administrative Offices at 2626 Courtland Street in Duluth, MN to review the RFP and provide basic information on the operations at the WLSSD Transfer Station and the Carlton County Transfer Station, followed by a site tour of the WLSSD Transfer Station. Site tours of The Moccasin Mike Landfill and the Carlton Transfer Station will follow from approximately 1:00 PM to 4:00 PM.

Both WLSSD and the County reserve the right to reject any or all proposals, to waive formalities, technical requirements and/or deficiencies and irregularities; or solicit new submittals for their respective parts of the proposal, if such actions are deemed reasonable and in the best interest of the WLSSD or County. Neither the WLSSD nor the County is obligated to execute any Agreement for the services described in this RFP. Any decision by the Western Lake Superior Sanitary District Board of Directors or the Carlton County Board of Commissioners shall be considered final. The WLSSD and the County may also select one or more Contractors to participate in competitive negotiations for their respective services.

OVERVIEW

This RFP provides: 1) a description of the scope of services; 2) proposal instructions, 3) a summary of the information which Contractors must submit in their proposals; and 4) pricing forms to facilitate an evaluation of proposals.

WLSSD Timeline

Request for Proposals Issued:	Monday, November 19, 2018
Recommended meeting	**Tuesday December 4, 2018, 11AM**
Questions Received by:	Friday, December 7, 2018 by 2PM
Responses Posted on:	Friday, December 14, 2018
Proposals Due:	Tuesday, January 15, 2019 by 2PM
Review and Evaluation*:	Tuesday, January 15, 2019 to Friday, February 1, 2019
Board Approval (Est.):	Monday, February 25, 2019
Start Date:	Monday, July 1, 2019

COUNTY Timeline

Review and Evaluation*:	Tuesday, January 15, 2019 to Friday, February 1, 2019
Board Approval (Est.):	Monday, February 25, 2019
Start Date:	Monday, July 1, 2019

*** The WLSSD and County each reserve the right to select one or more Contractors to then participate in competitive negotiations for their project.**

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SECTION 1 INTRODUCTION

1.1 Purpose. The Western Lake Superior Sanitary District (WLSSD) is soliciting proposals from Contractors to provide for **Transfer Station Operations and Transportation Services** of primarily mixed municipal solid waste, but including all acceptable solid waste such as demolition and construction debris, from the WLSSD's transfer station facility (Transfer Station) to the City of Superior disposal site. As a separate alternative, the Contractor may also submit a proposal to provide the same services at the Carlton County Transfer Station.

The WLSSD expects to extend an existing contract with the City of Superior for disposal of solid waste at its Moccasin Mike Landfill (Disposal Facility) through June 30, 2024, with the option to negotiate extensions through the end of the operational life of the Disposal Facility.

Contractors shall provide a sealed cost proposal, as described herein, for operation of the WLSSD Transfer Station and transfer of that waste to the City of Superior disposal site. The estimated annual tonnage range is 80,000 – 90,000 tons, however the total tonnage may vary from year to year. Information on historical tonnage is found in Appendix F. The WLSSD does not guarantee the amount of annual tonnage of solid waste. The cost of Transfer Station Operation Services, including all management, staffing, equipment and maintenance services to safely and effectively receive waste from Collectors and transfer it to Contractor's trailers for transport to the Disposal Facility, shall be proposed as a unit price per ton. The cost of Transportation Services shall be proposed as a unit price per ton. Payment for these services shall be payable monthly.

Contractors may also submit a proposal for operation of the Carlton County Transfer Station and transfer of that waste to the City of Superior Landfill. Contractors shall provide a sealed cost proposal, as described herein. The estimated annual tonnage range is 15,000 to 21,000 tons, however the total tonnage may vary from year to year. The County does not guarantee the amount of annual tonnage of solid waste. Information on historical tonnage is found in Appendix F. The cost of Transfer Station Operation Services, including all management, staffing, equipment and maintenance services to safely and effectively receive waste from Collectors and transfer it to Contractor's trailers for transport to the Disposal Facility which shall be proposed as a unit price per ton. The cost of Transportation Services shall be proposed as a unit price per ton. Payment for these services shall be payable monthly.

The Contractor must either submit a proposal for WLSSD services alone or a proposal for services to both WLSSD and County. A proposal for County only services will not be accepted.

1.2 Transfer Station Operation and Transportation Service Costs. For each proposal (WLSSD and County, if applicable), Contractors shall provide a rate per ton fee for Transfer Station Operation and a rate per ton fee for Transportation Service *which will be annually adjusted in accordance with the increase or decrease in the Consumer Price Index - All Urban for Minneapolis-St. Paul (CPI).* Contractors shall provide costs for a 5 year term for each agreement, with extensions negotiated through the end of operational life of the Disposal Facility. *See WLSSD Proposal Form A and County Proposal Form B.*

The goals in soliciting these services are as follows.

1. To provide environmentally sound transfer and transport of municipal solid waste to collectors operating within the service areas of the two Transfer Stations.

2. To provide cost competitive transfer and transport services to collectors operating within the service areas of the two Transfer Stations.

3. To assure availability of said transfer and transport services for a period of at least 5 years with the potential to negotiate extensions through the end of the operational life of the Disposal Facility.

Proposals found acceptable by WLSSD will be evaluated based on the process set forth in Section 6. Proposals found acceptable by the County will be evaluated separately by the County. The goal is to reach agreement with one Contractor which can provide services to both WLSSD and the County.

1.3 Background. The Western Lake Superior Sanitary District (WLSSD) is a special district created by the State of Minnesota with statutory responsibility for the management of solid waste and the conveyance, treatment, and disposal of wastewater within a service area that includes portions of St. Louis and Carlton counties in northeastern Minnesota. The WLSSD operates a Transfer Station on Courtland Street in Duluth. The County operates a Transfer Station located in the Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4), Section Nine (9), Township Forty-eight North (48N), Range Seventeen West (17W), Twin Lakes Township, Carlton County, Minnesota, at 1950 Highway 210, Carlton MN.

This request for Transfer Station Operation and Transportation Services will provide for the management of mixed municipal solid waste and all acceptable solid waste, including some demolition and construction debris, which cannot be diverted from disposal. The WLSSD and County will continue working on developing programs to divert and process food, organic and other recyclable materials. They also promote solid waste education and regulatory programs. Both Transfer Stations are publically

owned but operated by private contractors under multi-year contracts. Transportation services have been provided by the same contractor operating the Transfer Station. If WLSSD and County are able through this RFP process to reach an agreement with one Contractor to serve both facilities, they intend to enter into agreements which commence on July 1, 2019 and terminate after 5 years, with potential for extension through the end of the operational life of the Disposal Facility.

To support the Transfer Station located at 2626 Courtland Street, the WLSSD has existing "collection agreements" with area solid waste Collectors to receive, transfer and dispose of Acceptable Waste. Current collection agreements expire June 30, 2019. The WLSSD intends to renew these collection agreements. Only Collectors with a collection agreement with the WLSSD are permitted to enter the Transfer Station property. The public is not permitted. Carlton County allows the public and Collectors to utilize its Transfer Station property. The County does not have agreements with area solid waste Collectors. The County provides a cashier at the Transfer Station gate to collect fees from the public.

The WLSSD Transfer Station includes a separate gatehouse located alongside the 70-foot scale at which Collectors will weigh in and out. Equipment necessary for automated scale operations is provided and maintained by the WLSSD, except that the Contractor will be required to conduct certain cleaning and other services to the scale as set forth in Section 2 A (d) in the WLSSD Agreement. The County operates a 30 foot scale at which Collectors will weigh in and out. That scale is maintained by the County.

1.4 Definitions. For purposes of this RFP, definitions are as contained in the attached Agreements. In addition, with respect to the WLSSD proposal the term "WLSSD Agreement" shall refer to the draft Western Lake Superior Sanitary District Agreement for The Operation of a Transfer Station and for Solid Waste Transportation, attached as Appendix B. With respect to the County proposal, the term "County Agreement" shall refer to the draft Carlton County Agreement for The Operation of the Transfer Station and for Transporting Solid Wastes, attached as Appendix C. The term "Contractor" shall refer to a party submitting a proposal pursuant to this RFP.

1.5 Scope of Services. The WLSSD and the County wish to secure Transfer Station Operations and Transportation Services for the period of five years with extensions to be negotiated at the option of the WLSSD and County. It is anticipated that commencement of services will be on July 1, 2019.

1.6 Transfer Station Operations and Transportation Services. Currently the WLSSD has a contract for the operation of the WLSSD Transfer Station and for solid waste transportation services with Gibson Transfer Inc. (GTI) which commenced in 2011. All Contractors are strongly encouraged to thoroughly read the WLSSD Agreement document, which illustrates the type of agreement the WLSSD will expect the successful Contractor to execute. However, the final Agreement to be executed by the Contractor will be a modified version of the language in the WLSSD Agreement and based on the requirements of this proposal.

Currently the County has a contract for the operation of the Transfer Station and for solid waste transportation services with SKB Environmental which commenced on September 1, 2017. The County Agreement specifies the scope of services now being procured by the County. All Contractors are strongly encouraged to thoroughly read the County Agreement document, which illustrates the type of agreement the County will expect the successful Contractor to execute. However, the final Agreement to be executed by the Contractor will be a modified version of the language in the County Agreement and based on the requirements of this proposal.

SECTION 2 SCOPE OF SERVICES

This section of the RFP is intended to describe the expected minimum level of performance for disposal services to be provided by the Contractor.

2.1 Current Operations. The following is a description of current operations at both WLSSD and Carlton facilities.

1. WLSSD. Acceptable Waste is transported to the Disposal Facility using three semi-trucks pulling 110 cubic yard walking floor trailers. Waste is moved around the tip floor and loaded at the Transfer Station into the trailers using a 930M Caterpillar loader including: a 7.5 yard bucket with a rubber cutting edge and solid rubber tires. Lawn mowing is performed by the Contractor with a riding lawnmower. Snow removal is accomplished by the Contractor with a small skidsteer. Currently there are 5 staff on site to run the Transfer Station Operations and Transportation Operations.
   - -1 employee who performs multiple tasks including site supervisor/mechanic/loader operator
   - -1 employee who drives truck and is a loader operator
   - -2 employees who drive the semi-trucks
   - -1 site assistant for load inspection and help around the facility

2. County. Acceptable Waste is transported to the Disposal Facility using one semi-truck pulling 110 cubic yard walking floor trailers. Contractor has 6 trailers on site. Two on-site trailers that are in use; one for demolition debris and one for Mixed Municipal Solid Waste. One trailer is usually in transport and the other three are available as backup. The loader used at the Transfer Station is a Caterpillar IT 38G. A Bobcat S590 with attachments for sweeping and forklift is also utilized. Lawn maintenance is conducted by County. The Contractor accomplishes snow removal with a small Skidsteer. The Contractor has one employee on site at the Transfer Station. Contractor has two trucks, one driver, and a second driver is used when it gets busy.

2.2 Transfer Station Operation Services. Transfer services shall include all management, operations, staffing, equipment and maintenance services to safely and effectively receive waste from Collectors and transfer it to trailers (provided by Contractor) for transport to the Disposal Facility. Payment for these services shall be on a per ton basis, payable monthly. Contractor shall include a Summary Operational

Plan, as described in Section 4.5 herein, describing transfer station services (for both facilities if also making a proposal for County services).

For the WLSSD proposal, the Contractor shall adhere to the minimum service requirements listed in Section 2A of Appendix B (WLSSD Agreement), and any requirements set forth in the Transfer Station Permit attached as Appendix D, when preparing its Summary Operational Plan.

For the County proposal, Contractor will be responsible to comply with all of the requirements set forth in the County Agreement attached as Appendix C and the requirements of the Transfer Station Permit attached as Appendix E when preparing its Summary Operational Plan. In addition, Contractor will specify in its proposal the operating equipment to be utilized to meet the County Agreement requirements and specify backup equipment which will be available on site. If the Contractor has no backup equipment, indicate what arrangement will be made to obtain replacement equipment when needed.

2.3 Transportation Services. Transportation services shall include all management, operations, staffing, equipment and maintenance services to safely and effectively transport Acceptable Waste from the Transfer Station to the Disposal Facility. Payment for these services shall be on a per ton basis, payable monthly. These services require Contractor-provided tractor trucks and trailers. Trailers shall be of an open-top design and capable of holding a minimum of 110 cubic yards of solid waste.

For the WLSSD proposal, Contractor's proposal will comply with the scope of service requirements set forth in Section 2 B of the WLSSD Agreement attached as Appendix B when preparing its Summary Operational Plan.

For the County proposal, Contractor's proposal will comply with the requirements set forth in the County Agreement attached as Appendix C when preparing its Summary Operational Plan.

The Disposal Facility is expected to maintain the following minimum hours:

Monday-Friday 7:00 am - 3:40 pm
Saturday 7:00 am -11:00 am
Sunday-CLOSED

Closed Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
The Saturday following each holiday the landfill is open from 7:00 am - 3:00 pm

This section of the RFP is intended to describe instructions to Contractors in the preparation of proposals.

3.1 General. Contractors submitting proposals are strongly encouraged to fully study this RFP, the attached WLSSD Agreement, County Agreement and the other Appendix documents before completing and submitting their proposals. All responses are to be typed, utilizing the forms provided in Appendix A to this RFP. All blank spaces on the proposal forms must be completed. Authorized signatures for the Contractor must be of an individual owner, a general partner of a partnership, or an officer of a corporation who is authorized to represent the board of directors of the corporation or a government official authorized to represent the unit of government. The title of the person signing the proposal shall be stated.

Contractors are required to adhere to the terms and requirements specified in this Request for Proposal.

The Contractor must either submit a proposal for WLSSD services alone (WLSSD Proposal Form A) or a proposal for services to both WLSSD and County (WLSSD Proposal Form A & County Proposal Form B). A proposal for County only services will not be accepted.

3.2 Clarifications. Questions or requests for clarification regarding this RFP or the enclosed Agreements must be directed in writing to Betsy Woller, Buyer through email at betsy.woller@wlssd.com

Any questions concerning the RFP must be submitted in writing no later than 2 PM on Friday December 7, 2018. All clarifications, interpretation, corrections, or responses to written questions will be made by the WLSSD (on behalf of both the WLSSD and the County) in writing and issued to all Contractors. The responses will be issued no later than Friday December 14, 2018, and will be posted on the WLSSD website. No oral explanations will be binding. In all cases, it will be the Contractor's responsibility to obtain the addenda issued. The WLSSD or County shall not assume responsibility for the receipt by the Contractor of any addenda or other materials. Contractors will provide written acknowledgment of receipt of each addendum on WLSSD Proposal Form A with their proposal submission.

3.3 Proposal Delivery Procedure. Each proposal must be enclosed in a sealed envelope, appropriately marked, **"Solid Waste Transfer Station Operation and Transportation Services-WLSSD RFP #1385"** and addressed to:

Betsy Woller, Buyer
Western Lake Superior Sanitary District
2626 Courtland Street
Duluth, Minnesota 55806-1894

No responsibility shall be attached to the WLSSD for the premature or non-opening of a proposal not properly addressed and identified.

Proposals must be received by the WLSSD no later than 2:00 pm Tuesday, January 15, 2019. One original and three (3) photocopies of the proposal shall be furnished. Proposals received prior to the deadline for submissions will be securely kept unopened.

Each Contractor will submit its sealed proposal in one envelope. Inside that envelope, the Contractor will have a separate sealed envelope containing the completed WLSSD Proposal Form A with pricing information and the Proposal Security (that separate sealed envelope would also contain the County Proposal Form B with pricing information and the Proposal Security, if a County proposal is submitted).

Proposals arriving after the above specified time, whether sent by mail, courier or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the method used. Mailed proposals that are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile ("fax") machine or electronic transmitted proposals shall not be accepted. An electronic pdf copy of this RFP is available at https://wlssd.com/doing-business/bids-proposals/(WLSSD's website). Addenda, if any, will be posted on the website. It is the responsibility of all Contractors to check the website on Friday December 14, 2018 for addenda. All Contractors must acknowledge each addendum on the WLSSD Proposal Form A.

3.4 Withdrawal of Proposals. Proposals may be withdrawn by the Contractor, prior to the 2:00 pm, January 15, 2019 deadline. Once a proposal is submitted to the WLSSD, it becomes the property of the Western Lake Superior Sanitary District and the County. No Contractor may withdraw their proposal after the established deadline or before the award and execution on the contract. Proposals withdrawn after the submittal date shall be grounds for foreclosure on the Proposal Security as liquidated damages.

3.5 Format. Submittals shall be prepared on standard 8.5" x 11" letter-sized paper, printed on both sides where possible. All responses shall be typed legibly and shall be double-spaced or one and one-half spaced.

No proposals or materials will be returned to the submitting Contractor. If a submitting Contractor chooses to include material of a confidential nature in its proposal, such material should be clearly identified as confidential. The WLSSD and County will keep such information confidential to the extent permitted by law.

3.6 Incurred Costs. All costs that each Contractor incurs in preparing and submitting its proposal are the sole responsibility of the Contractor(s) and shall in no event be paid or reimbursed by the WLSSD or County.

3.7 Firm Proposal. During the period in which the proposals are being evaluated, and prior to the execution of the Agreement(s) between the WLSSD or County and the successful Contractor, each Contractor shall keep its proposal in effect. The WLSSD and County reserve the right to foreclose on the Proposal Security as liquidated damages should the Contractor fail to keep its proposal in effect.

3.8 Reservation of Rights. The WLSSD and County reserve the right to reject any or all proposals, to waive formalities, technical requirements and/or deficiencies and irregularities; or solicit new submittals, if such actions are deemed reasonable and in the best interest of the WLSSD or County. The WLSSD or County is also not obligated to execute any Agreements for the services described in this RFP. Any decision by the Western Lake Superior Sanitary District Board of Directors or the Carlton County Board of Commissioners shall be considered final. The WLSSD and County may also select one or more Contractors to participate in competitive negotiations for these services.

3.9 Compliance with Laws. Contractors shall be required and shall agree to comply with all laws, statutes, ordinances and regulations of any governmental body, including but not limited to the WLSSD, the County and federal, state, and local governments that are applicable to or in any manner may affect the services performed under the Agreement(s) entered into with the selected Contractor and any future amendments to the Agreement(s The laws of the state of Minnesota shall govern this Agreement. Any court dispute between the parties will be venued in State District Court in Duluth, MN.

SECTION 4 PROPOSAL REQUIREMENTS

This section of the RFP is intended to describe the expected minimum proposal contents to be considered responsive.

4.1 Minimum Specifications/Deviations. The items discussed in this section of the RFP are considered to be the minimum requirements for proposal submittals. Contractors may offer additional information that may aid in evaluation of its proposal. All documents shall be submitted in a sealed envelope.

4.2 Cover Letter. Each Contractor shall submit a cover letter with the proposal which commits the Contractor, if selected, to carrying out all the provisions of the proposal. The cover letter shall further state that all information submitted in support of the proposal is accurate and factual, and that all representations made regarding the Contractor's willingness to make the required performance guarantees and the Contractor's concurrence with the proposed business arrangement are accurate. The cover letter shall be signed by an officer of the proposing organization empowered to sign such material and shall commit the Contractor to the obligations contained in the proposal.

4.3 Authorized Signatures. All forms requiring signatures shall be signed by the same individual signing the cover letter. One copy of the proposal documents shall be clearly

marked as the Original and shall contain the original signature forms, bonds and other original documents. The remaining documents may be reproductions.

4.4 Summary Organizational Plan. Each Contractor will submit a Summary Organizational Plan which describes the proposed staff for providing services. A separate Summary Organizational Plan will be submitted for WLSSD Proposal Form A and County Proposal Form B. Key staff from the organization shall be identified and introduced with a summary of their qualifications. At a minimum, key staff shall include a person with day-to-day management responsibility for Transfer Station and Transportation operations.

4.5 Summary Operational Plan. The Summary Operational Plan will explain how waste will be accepted and then transferred and transported to the designated disposal site. In the Summary Operational Plan, Contractors will describe: 1) the Contractor's general operational practices, including equipment to be utilized; 2) proposed safety and emergency plans and procedures to avoid a disruption of services; 3) removal and management of unacceptable waste and 4) other services as listed. A separate Summary Operational Plan will be submitted for WLSSD Proposal Form A and County Proposal Form B.

4.6 Enforcement and Litigation. Each Contractor shall submit a discussion of any pre-enforcement notices, pending enforcement actions, or pending litigation with a potential total judgment in excess of $100,000 against the Contractor or facilities owned or operated by the Contractor. Each Contractor shall also supply in the proposal submittal, evidence of any fines, sanctions, or settlements in excess of $25,000 against the Contractor or facilities owned or operated by the Contractor in the past five (5) years.

4.7 Proposal Security. For Proposal Form A, each Contractor shall submit Proposal Security as a guarantee that, if selected, it will enter into the Agreement for services with the WLSSD in substantial conformity with its proposal. Proposal Security shall consist of a surety bond, certified check, cashiers check, or other security acceptable to the WLSSD in an amount equal to five (5) percent of the annual estimated transportation fee (assuming 90,000 tons of material is transported in a year). The proposal security shall be made payable to the Western Lake Superior Sanitary District.

For Proposal Form B, each Contractor shall submit Proposal Security as a guarantee that, if selected, it will enter into the Agreement for services with the County in substantial conformity with its proposal. Proposal Security shall consist of a surety bond, certified check, cashiers check, or other security acceptable to the County in an amount equal to five (5) percent of the annual estimated transportation fee (assuming 21,000 tons of material is transported in a year). The proposal security shall be made payable to the Carlton County Treasurer.

ADDITIONAL REQUIREMENTS IF CONTRACTOR IS SELECTED

Prior to execution of the Agreements with WLSSD and County the Contractor must provide the following:

Performance and Payment Bonds. Upon commencement of the Agreement(s) the Contractor shall furnish a Performance Bond for the faithful performance of each Agreement and a Payment Bond as security for the payment of all Contractor's obligations incurred in the performance of each Agreement. Each bond shall be executed by a surety company licensed to do business in the State of Minnesota. The Bonds shall indemnify the WLSSD or the County against any loss resulting from faulty equipment or negligence on the part of the Contractor or their employees or failure of performance by the Contractor, and for the payment of all Contractor's obligations incurred in the performance of each Agreement, not exceeding, however, the sum of each bond. The Bonds shall bind a surety licensed to do business in the State of Minnesota for the period throughout the terms of the Agreement(s) and any extensions thereof.

The Performance Bond for the WLSSD shall be in the amount equal to three months of the total annualized contract amount (using the assumption 90,000 tons of material is transported in a year) under WLSSD Proposal Form A. The Bond required by this paragraph shall be in a form acceptable to, and made payable to, the Western Lake Superior Sanitary District.

The Performance Bond for the County shall be in the amount equal to three months of the total annualized contract amount (using the assumption 21,000 tons of material is transported in a year) under County Proposal Form B. The Bond required by this paragraph shall be in a form acceptable to the County Attorney and made payable to the Carlton County Treasurer.

The Payment Bonds for WLSSD Proposal Form A and County Proposal Form B shall each be in the amount of One Hundred Thousand Dollars ($100,000.00) as security for the payment of all Contractor's obligations incurred in the performance of the Agreements. The Payment Bonds shall guarantee payment of wages to all employees of the Contractor, and insurance premiums required fulfilling this Agreement in accordance with Minnesota Statutes Section 574.26. The Bonds shall bind a surety licensed to do business in the State of Minnesota throughout the terms of this Agreement and any extensions thereof. In lieu of such bonds, Contractor may furnish a letter of credit in form and substance and issued by a financial institution acceptable to the WLSSD, and if applicable, the County.

If Contractor does not propose any services for County and thus does not complete County Proposal Form B, then the Performance and Payment Bonds for the County are not required.

Final Operational Plans. The successful Contractor will submit Final Operational Plans, acceptable to the WLSSD (and, if applicable, the County) for attachment to the Agreement(s), within ten days of the acceptance of the Contractor's proposal. The Final Operational Plans will include a detailed discussion of 1) the Contractor's general operational practices, including equipment to be utilized; 2) proposed safety plans and procedures; 2) removal and management of Unacceptable Waste and 3) other services as listed for the WLSSD and, if applicable County, Transfer Station operations and transportation services.

Emergency Operations Plans. The successful Contractor will submit Emergency Plans acceptable to the WLSSD, (and, if applicable, the County) for attachment to the Agreement(s), within ten days of the acceptance of the Contractor's proposal. Each Contractor will discuss its plan to provide an alternate means of processing waste and transporting waste due to a disruption in the Transfer Station operations and transportation services or the Disposal Facility.

SECTION 5 PROPOSAL CHECKLIST

This section of the RFP describes a proposal checklist summarizing the minimum required proposal contents. Each proposal shall be organized to include the following items in the following order.

5.1 Completed Proposal. At a minimum, the original and 3 copies of the following items shall be submitted as part of each proposal package. Each Contractor will submit its sealed proposal in one envelope. Inside that envelope, the Contractor will have a separate sealed envelope containing the completed WLSSD Proposal Form A with pricing information and the Proposal Security (that separate sealed envelop would also contain the County Proposal Form B with pricing information and the Proposal Security, if a County proposal is submitted). The minimum submitted documents include:

1. A Cover Letter with the information required. (*Section 4.2*)

2. A separate Summary Organizational Plan for one or both operations. (*Section 4.4*)

3. A separate Summary Operational Plan for one or both operations. (*Section 4.5)*

4. An enforcement and litigation discussion. (*Section 4.6)*

Inside the sealed envelope, a separate sealed envelope with the following:

1. Completed WLSSD Proposal Form "A", and County Proposal Form "B" if submitting a proposal for both operations.

2. For Proposal Form A, a surety bond, certified check, cashiers check, or other security acceptable to the WLSSD in the amount equal to five (5) percent of the first year's transportation fees (assuming 90,000 tons of material is transported in a year), as Proposal Security .

   For Proposal Form B, a surety bond, certified check, cashiers check, or other security acceptable to the County in the amount equal to five (5) percent of the first year's transportation fees (assuming 21,000 tons of material is transported in a year), as Proposal Security. (*Section 4.7*)

SECTION 6 PROPOSAL EVALUATION PROCESS

This section of the RFP describes the process to be followed in evaluating proposals.

6.1 WLSSD Evaluation Process Overview. This RFP establishes general evaluation principles governing the review of proposals submitted hereunder. Notwithstanding those general principles, the WLSSD reserves the right, at its sole discretion, to select as the preferred Contractor(s) which, in the WLSSD's judgment, is most appropriate for the conduct of the work contemplated by this RFP taking into account all considerations deemed relevant by the WLSSD.

To evaluate the Proposals, the WLSSD shall follow the process as described below:

1. Review the technical merit of each proposal. Technical merit is defined to include experience, overall proposal quality, and financial capability. It also includes the quality and completeness of the Summary Operational and Organizational Plans.

2. Based on technical merit, proposals shall be judged to be: 1) Acceptable; 2) Potentially Acceptable; or 3) Unacceptable. Unacceptable Proposals shall be defined to be those that substantially lack requested information, do not adequately address the Scope of Work, are submitted late, or are not submitted in the required format. Potentially Acceptable Proposals shall be defined to be those that lack some requested information. At the WLSSD's discretion, Contractors submitting Potentially Acceptable Proposals may be notified of omissions or asked for clarification on certain aspects of their proposal(s). In addition, the WLSSD may establish a time schedule for the Contractor to provide any missing information.

3. Based on submittal and evaluation of additional information, Potentially Acceptable Proposals may then be redefined as either Acceptable or Unacceptable.

4. Once all proposals are determined to be either Acceptable or Unacceptable, the WLSSD shall then unseal and evaluate the cost information for Acceptable Proposals.

5. The WLSSD shall calculate the Net Present Value (NPV) of costs reflected in each Proposal. All proposals shall be assumed to involve the same WLSSD administrative costs and, as such, these costs shall not be included in the analysis. For purposes of

evaluation of competing proposals, the WLSSD will assume the United States Bureau of Labor Statistics calculates an inflation rate of 3% per year over the term of the contract.

6. The WLSSD will then either develop a final ranking of proposals, or select one or more proposals for further competitive negotiations. At the conclusion of all negotiations a recommendation to the WLSSD Board to select the number one ranked Proposal will then be submitted for consideration.

6.2 WLSSD Evaluation Criteria. All of the acceptable proposals will be evaluated as to their ability to serve the WLSSD's needs. Proposals from Contractors not including adequate evidence meeting these criteria will not be considered.

The proposal evaluation will be based on the following criteria (in no predetermined order):

1. **Experience.** The demonstrated ability, through past performance, of the Contractor to provide adequate **transfer station operation and transportation** services, operate and maintain environmentally sound facilities which are protective of public health, safety, and welfare and which minimize exposure to environmental and other potential liability.

2. **Quality of Proposal.** The quality and reasonableness of the proposal including the Contractor's organizational and operational plans and adherence to all requirements of this RFP.

3. **Financial Capability.** The financial ability to provide the defined services (as demonstrated by information supplied by the Contractor which may include financial statements or financial assurance information) or assessment of other financial risks.

4. **Cost.** The proposed fees and rates for services shall be evaluated based on the total cost over the term of the Agreement. These costs shall include both the Contractor's proposed price and any unique, identifiable costs to the WLSSD over and above those included in each Contractor's proposal.

5. **Other.** Environmental considerations of the proposal, including but not limited to preprocessing of waste prior to disposal, and other environmental consequences. The WLSSD will also consider other services by the Contractor that provide added value to the WLSSD.

6.3 County Evaluation process. If applicable, the County can also choose to follow the process set forth in Sections 6.1 and 6.2 above.

APPENDIX A – PROPOSAL FORMS

The undersigned has read and fully understands the nature of the services requested and can meet the requirements stated in this proposal. Please complete all information below and attach Form A & Form B (if applicable) with your submitted proposal.

WLSSD PROPOSAL FORM-A

Company Date

Address

City State Zip Code

Contact Person Phone Number email address

TIN, FEIN or SS Number

Authorized Signature Title Date

Receipt of Addenda (The receipt of the following addenda is hereby acknowledged)

Addendum No. _____ Dated

Addendum No. _____ Dated

FORM A
WLSSD PROPOSAL FOR SERVICES

Disposal location:
Moccasin Mike Landfill-City of Superior
Superior, Wisconsin

Transportation Fees*

Term	per ton rate
60 months	$

Transportation Services. Transportation services shall include all management, staffing, equipment, and maintenance services to safely and effectively transport Acceptable Waste from the WLSSD Transfer Station to the Disposal Facility. Payment for these services shall be on a per ton basis, payable monthly. These services shall require Contractor-provided tractor trucks and trailers. Trailers shall be of an open-top design and capable of holding a minimum of 110 cubic yards of solid waste.

WLSSD Transfer Station Operation
Duluth, Minnesota

Transfer Station Operation Fees*

Term	per ton rate
60 Months	$

Transfer Station Operation Services. Transfer services shall include all management, staffing, equipment, and maintenance services to safely and effectively receive waste from Collectors and transfer it to trailers for transport to the Disposal Facility. Payment for these services shall be on a per ton basis.

*The fees shall be adjusted by the CPI on July 1 of each year (beginning in the year 2020). Prior to the July 1 anniversary date, the WLSSD shall compute the increase or decrease, if any, in the cost of living using as the basis for such computation the Consumer Price Index for all Urban Consumers, Minneapolis-St. Paul area - - all items (1982-84 = 100), hereinafter called the Index, published by the Bureau of Labor Statistics, United States Department of Labor.

PROPOSAL SECURITY CALCULATION

90,000 X Transportation Fee per ton rate ($____) X .05 = $_____

COUNTY PROPOSAL FORM-B

Company Date

Address

City State Zip Code

Contact Person Phone Number email address

TIN, FEIN or SS Number

Authorized Signature Title Date

FORM B
COUNTY PROPOSAL FOR SERVICES

Disposal location:
Moccasin Mike Landfill-City of Superior
Superior, Wisconsin

Transportation Fees*

Term	per ton rate
60 months	$

Transportation Services. Transportation services shall include all management, staffing, equipment, and maintenance services to safely and effectively transport Acceptable Waste from the County Transfer Station to the Disposal Facility. Payment for these services shall be on a per ton basis, payable monthly. These services shall require Contractor-provided tractor trucks and trailers. Trailers shall be of an open-top design and capable of holding a minimum of 110 cubic yards of solid waste.

Carlton County Transfer Station Operation
Carlton, Minnesota

Transfer Station Operation Fees*

Term	per ton rate
60 Months	$

Transfer Station Operation Services. Transfer services shall include all management, staffing, equipment, and maintenance services to safely and effectively receive waste from Collectors and transfer it to trailers for transport to the Disposal Facility. Payment for these services shall be on a per ton basis.

*The fees shall be adjusted by the CPI on July 1 of each year (beginning in the year 2020). Prior to the July 1 anniversary date, the WLSSD shall compute the increase or decrease, if any, in the cost of living using as the basis for such computation the Consumer Price Index for all Urban Consumers, Minneapolis-St. Paul area - - all items (1982-84 = 100), hereinafter called the Index, published by the Bureau of Labor Statistics, United States Department of Labor.

PROPOSAL SECURITY CALCULATION

21,000 X Transportation Fee per ton rate ($____) X .05 = $_____

APPENDIX B

AGREEMENT FOR WLSSD SOLID WASTE TRANSFER STATION OPERATIONS AND TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2019, by and between the **SANITARY BOARD OF THE WESTERN LAKE SUPERIOR SANITARY DISTRICT** ("WLSSD") the address of which is 2626 Courtland Street, Duluth, Minnesota 55806, and _____(the "Contractor") the address of which is_____

RECITALS

A. The WLSSD owns and operates a solid waste transfer station (the "Transfer Station") to accept Acceptable Waste for transportation to, and disposal at, the Disposal Facility.

B. The WLSSD requested proposals to operate the Transfer Station and to transport Acceptable Waste to the Disposal Facility. *See*, WLSSD RFP #1385. Contractor was selected to provide the operation and transport services.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the WLSSD and the Contractor agree as follows:

Section 1. **Definitions.** As used in this Agreement, terms shall have the meanings as defined in the WLSSD Solid Waste Ordinance unless a different meaning clearly appears from the context. The following terms are defined as:

"Acceptable Waste" means Mixed Waste and those Solid Wastes that are not prohibited from processing or disposal as defined by this Agreement or pursuant to local, State and federal laws.

"Collector" means the person or entity specifically licensed by the WLSSD or other government unit to collect and deposit Acceptable Waste at the Transfer Station.

"Disposal Facility" means the City of Superior, Wisconsin landfill located on Moccasin Mike Road (Solid Waste Facility Operations License # 2627).

"Emergency Plan" means the plan provided to the WLSSD by the Contractor for operations at the Transfer Station and transfer operations in the event of an equipment, facility or other failure interrupting normal operations. The Emergency Plan is attached as Exhibit B and may be amended at anytime by mutual agreement of the parties.

"Mixed Waste" means Acceptable Waste that requires extraordinary methods to achieve compaction, and includes furniture, Construction Debris, and Demolition Debris.

"Final Operational Plan" means the plan provided to the WLSSD by the Contractor detailing how the Transfer Station will be operated. The Final Operational Plan is attached as Exhibit A and may be amended at anytime by mutual agreement of the parties.

"Tipping Fee" means the charges established by the WLSSD for waste delivered to the Transfer Station.

"Transfer Station" means the WLSSD Transfer Station located on Courtland Street in Duluth, Minnesota.

"Unacceptable Waste" means those types of solid waste or mixed municipal solid waste which pose a threat to health or safety or which may cause damage to or significant adverse effect to the operation of the Disposal Facility. Unacceptable Waste is:

- prohibited items currently referenced in Chapter NR 506 of the Wisconsin Administrative Code ("Landfill Operational Criteria") and any amendments thereto;
- prohibited items referenced in the City of Superior's Disposal Facility Operation Plan; or
- item(s) defined as "Unacceptable Waste" or "Recyclable Materials" in the WLSSD's Solid Waste Ordinance.
- additional items of "Unacceptable Waste" which may be agreed to between Superior and the WLSSD from time to time.

SECTION 2. SCOPE OF SERVICES.

A. *Transfer Station Operation.* Throughout the term of this Agreement, Contractor shall manage, operate, provide necessary equipment and staff, and maintain the Transfer Station to safely and effectively receive Acceptable Waste from Collectors and transfer it to tractor-trailers for transportation to the Disposal Facility. The WLSSD may inspect operations at the Transfer Station at any time. At a minimum, Contractor shall:

(a) Load all Acceptable Waste delivered to the Transfer Station for transportation to the Disposal Facility or such other location as selected by the WLSSD.

(b) Provide adequate equipment and employees to perform the services required hereunder, including loading equipment and semi trucks and

trailers with a minimum 110 yard capacity designed to be efficiently loaded at the Transfer Station and unloaded at the Disposal Facility.

(c) Maintain operating hours from 6:00 a.m. to 4:30 p.m. Monday through Friday and on Saturday from 7:00 a.m. to 1:30 p.m. from November 1 to March 31 and from 7:00 a.m. to 3:00 p.m. for the balance of the year. The Contractor may operate the Transfer Station at other times, at its discretion. The Transfer Station shall be closed on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, and Christmas Day.

(d) Maintain the two truck scales, related equipment and associated software at the Transfer Station in good working order. Keep scales free of ice, snow, mud, vegetation and litter. WLSSD will arrange and pay for appropriate testing of such scales and maintain accurate calibration of such scales.

(i) Clean the load out bay scale inside the Transfer Station daily or more as needed. This is a pit scale for weighing the transfer trailers and requires a regular inspection of the overall condition of the scale and at a minimum daily clean-up of the scale deck and surrounding floor. Quarterly cleaning under the scale is also required.

(ii) Clean under the exterior scale house scale. The scale house scale is an above ground scale which requires a regular inspection schedule, including and but not limited to the overall condition of the scale and foundation, load cells and cables, and end walls and caps.

(iii) "Advanced Weighing System" is the software, weighing equipment and display read outs that track the tonnage in and out of the Transfer Station. The Contractor is required to understand and operate this equipment including scale operation, basic start-up, data management, reporting and assistance to the Collectors.

(e) An average day's delivery of solid waste may be stored on the tipping floor for up to 48 hours. Unless approved in advance by the Executive Director, or designee, no more than four truckloads of solid waste may be stored in covered, secured trailers overnight at the Transfer Station site.

(f) Adhere to all applicable laws including OSHA, MPCA, the City of Duluth and the Minnesota Department of Health. Adhere to all applicable WLSSD ordinances and regulations. Comply with any and all permits for the operation of the Transfer Station issued by any governmental authority. Contractor will adhere to all WLSSD safety policies and procedures for all activities it conducts on WLSSD property.

(g) Properly manage hazardous materials as listed in the WLSSD Transfer Station Permit, in accordance with applicable rules and regulations.

(h) Maintain the gatehouse and transfer building in good working order, clean, free of litter and presentable to the public. Assure gatehouse lavatory facilities are clean and accessible to Collectors.

(i) Loader operator must have prior experience in limited space operation and a minimum of a Minnesota DOT Class B license, with solid waste transfer station experience preferred.

(j) Minimize the amount of debris tracked off-site by vehicles.

(k) Provide appropriate inspection services and manage Unacceptable Waste to remove it from the Transfer Station. The Contractor will provide documented information to the WLSSD on Unacceptable Waste to assist in the enforcement of WLSSD waste disposal ordinances, following practices specified by the WLSSD. WLSSD shall dispose of all Unacceptable Waste delivered to the Transfer Station and not removed by a Collector. The management of such Unacceptable Waste is addressed in the Final Operational Plan. Contractor may be required to return a rejected load from the Disposal Facility and reprocess it at the Transfer Station. Contractor will not be entitled to any additional compensation for hauling and reprocessing a rejected load.

(l) Maintain the Transfer Station doors in good working order and close them after operating hours. Operate all installed security devices to restrict access to the site at all times.

(m) Maintain operating records on a daily basis. Provide daily reports to the WLSSD on solid waste volumes in and out of the Transfer Station, accident reports, building and property damage and safety violations. The daily inspection report form is attached as Exhibit C and is submitted to WLSSD electronically.

(n) Provide annual training of drivers and operators as required by applicable rules and regulations, and annually summarize such training in a written report submitted to the WLSSD by January 31 of each year. A detailed training plan will be included in the Contractor's Final Operational Plan.

(o) Control dust at all times, and notify the WLSSD of any loads that exceed OSHA dust standards.

(p) Use best practices to control odors at all times.

(q) Maintain the Transfer Station grounds in a neat and groomed condition at all times, including regular lawn mowing. Maintain driveways in a clean, serviceable condition free of ice, mud, litter and debris. Remove litter from the grounds and inside and outside the fence regularly.

(r) The Contractor shall be responsible for all repair expenses except doors, electrical, scale and major structural repairs, which will be the responsibility of the WLSSD. Any damages caused by the Contractor, or its employees or agents, will be the sole responsibility of the Contractor. Repairs will be made by WLSSD and reimbursed by the Contractor. Contractor shall report daily immediately any building and property damage, including door, electrical, scale (including scale computer), internet connection or major structural repairs which are needed at the Transfer Station.

(s) Assure that only Acceptable Waste is accepted at the Transfer Station. Contractor shall inspect each load of Solid Waste delivered to the Transfer Station. WLSSD will instruct Contractor on standards for rejection and management of loads.

(t) Cooperate with the WLSSD to ensure that Collectors correctly distinguish at the scale between Mixed Waste and other Acceptable Waste. Contractor shall use its best efforts to insure that Mixed Waste is segregated from other Acceptable Waste by the Collector. Assure that the vehicles of each Collector enter and leave the Transfer Station over the gatehouse scale in such a manner as to accurately record the weight, waste code and billing procedures.

The Transfer Station shall not be available to Contractor for the conduct of its own business whether for profit or otherwise, rather Contractor is operating the Transfer Station for and on behalf of the WLSSD as a public facility exclusively for the purposes set out in this agreement.

B. ***Transport Services.*** Throughout the term of this Agreement, Contractor shall provide sufficient equipment and staff to transport any and all of the Acceptable Waste at the Transfer Station to the Disposal Facility. In connection with the transportation of such Acceptable Waste Contractor shall also comply with the following delivery requirements:

(a) Use designated traffic patterns, entrances and exits at the Transfer Station at all times.

(b) Adhere to all applicable roadway usage rules and regulations at all times.

(c) Each trailer transporting waste to the Disposal Facility shall be weighed on the WLSSD load out bay scale prior to departing the site to ensure compliance with road weight limits.

(d) Truck tractors shall all have appropriate identification and markings identifying Contractor as the owner as required by law.

(e) Maintain trucks and trailers in good working order, clean and presentable at all times.

(f) Establish a written procedure in the Final Operational Plan, acceptable to the WLSSD, to assure Contractor is transporting only Acceptable Waste to the Disposal Facility.

(g) Remove all trailers from the transfer building at the end of each working day.

(h) Contractor will adhere to all WLSSD safety policies and procedures for all activities it conducts on WLSSD property.

(i) A tractor truck shall remain attached to the trailer when it is positioned in the loading bay within the transfer building.

(j) Cover and secure all loads by using a tarp or screen completely covering the top of the trailer. The goal is to prevent litter on WLSSD property and public roadways.

(k) Assure electronic weights are correctly recorded from the Disposal Facility for every trailer load from the Transfer Station.

(l) Deliver Acceptable Waste from the Transfer Station only to the Disposal Facility. If the Disposal Facility is temporarily closed by weather conditions or such other reason beyond Contractor's control, or an alternate Disposal Facility is designated by the Board, the parties shall negotiate in good faith an incremental adjustment of the charge per ton for transportation of WLSSD waste to an alternate disposal facility.

(m) Conduct maintenance on vehicles off-site, except for basic maintenance approved by the WLSSD in the Final Operational Plan.

(n) Conduct inspections of tractor and trailer prior to every trip as required by law.

C. ***Final Operational and Emergency Plans***. Contractor shall follow the provisions of its Final Operational and Emergency Plans. If inconsistent with this Agreement, the terms of this Agreement shall control.

Contractor has submitted a Final Operational Plan, approved by the WLSSD and attached to the Agreement as Exhibit A. The Final Operational Plan includes a detailed discussion of 1) the Contractor's general operational practices, including maintenance on equipment; 2) proposed safety plans and procedures; 2) removal and management of Unacceptable Waste and 3) other services as listed for the WLSSD Transfer Station operations and transportation services.

Contractor has submitted an Emergency Plan, approved by the WLSSD and attached to the Agreement as Exhibit B. The Emergency Plan includes a detailed discussion of an alternate means of processing waste and transporting waste due to a disruption in the WLSSD Transfer Station operations and transportation services or the Disposal Facility.

SECTION 3. COMPENSATION. The WLSSD shall pay Contractor for the performance of all work described in Section 2 above the amount set forth below:

A. ***Transfer Station Operation Fee.*** As and for compensation to Contractor for the operation of the Transfer Station as required pursuant to the provision of Section 2.A. above, the WLSSD shall pay to the Contractor a fee of $_____per ton based upon the number of tons of Acceptable Waste actually accepted at the Transfer Station as determined from the records of the WLSSD.

The fee shall be adjusted on July 1 of each year (beginning in the year 2020). Prior to the July 1 anniversary date, the WLSSD shall compute the increase or decrease, if any, in the cost of living using as the basis for such computation the Consumer Price Index for all Urban Consumers, Minneapolis-St. Paul area - - all items (1982-84 = 100), hereinafter called the Index, published by the Bureau of Labor Statistics, United States Department of Labor. The Index for the semiannual average for July 2018 shall be the "Base Index Number" (BIN), and the corresponding Index for the annual average available on each anniversary date of this Agreement, or any extension thereof, shall be the "Current Index Number" (CIN). The change in the cost of living on each anniversary date of this Agreement shall be determined by dividing the CIN by the BIN, and subtracting the integer 1 from the quotient. The percentage of increase or decrease in the cost of living multiplied by the operation fee per ton, shall be the change required to be determined herein.

B. ***Transport Fee.*** As and for compensation to Contractor for Transport Services as required pursuant to Section 2.B., the WLSSD shall pay to the Contractor a fee of $_____ per ton based upon the number of tons of Acceptable Waste transported from the Transfer Station to the Disposal Facility as determined from the records of the WLSSD.

The fee shall be adjusted on July 1 of each year (beginning in the year 2020) in the same manner as the change in the cost of living is calculated in subsection 3.A. above.

C. ***Billing.*** The Contractor shall submit a monthly invoice no later than the 7th business day following the month of service containing the Purchase Order Number assigned to this Agreement. The invoice should include the number of tons processed with a separate line for operational cost and for transportation cost. On verification and acceptance by the WLSSD, the WLSSD will pay Contractor the invoiced amount within 30 days. Invoices should be submitted electronically in pdf format to apinvoices@wlssd.com. Contractor will not receive payment for tonnages in excess of those recorded by Advanced Weighing Systems (AWS), or performed in violation of federal, state or local law, ordinance, rule or regulation, directive or WLSSD's policies.

The Contractor must file IC-134 form with the Minnesota Department of Revenue. Forms are available by contacting the Minnesota Department of Revenue or their web site at www.revenue.state.mn.us . Final payment will not be approved unless the Contractor provides documentation that the IC-134 form has been filed with the Minnesota Department of Revenue.

SECTION 4. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2019 and terminate on June 30, 2024. The parties may mutually agree to extend this Agreement for additional periods of time through the end of the operational life of the Disposal Facility. This agreement will also terminate if the Transfer Station is closed or sold by the WLSSD.

SECTION 5. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents and agrees that: (a) it has familiarized itself with the nature and extent of this Agreement and the work to be performed hereunder, applicable rules, regulations and practices and permits of the Minnesota Pollution Control Agency and other government regulatory authorities as they relate to operating the Transfer Station, permitting transportation of Acceptable Waste and all weight restrictions applicable to local roads throughout the calendar year; (b) this Agreement has been duly executed and delivered by Contractor and constitutes a legal, valid and binding obligation of the Contractor enforceable in accordance with its terms; and (c) any and all information provided by Contractor to the WLSSD, whether before or after the execution of this Agreement, is or will be true, accurate and complete.

SECTION 6. PERFORMANCE OF SERVICES. Contractor agrees that all services performed or to be performed pursuant to this Agreement, or performed under its supervision, will be performed in a skilled, professional, non-negligent manner, in accordance with the terms of this Agreement; that such work will be performed in compliance with all applicable governmental rules and regulations and the direction of the Executive Director, or designee; and that it will be responsible to the WLSSD for all work performed pursuant to this Agreement.

SECTION 7. INDEMNIFICATION AGREEMENT. Contractor shall indemnify and hold harmless the Sanitary Board and its agents and employees from and against any and all claims, damages, losses, and expense, including attorneys' fees, resulting

from Contractor's performance of the work described herein, including, without limitation, all claims for damage, loss, or expense which are attributable to bodily injury, sickness, disease or death, or injury or destruction of personal or real property, including the loss of use resulting therefrom, and failure of Contractor to comply with any governmental rules and regulations or permits issued by the Minnesota Pollution Control Agency and/or other appropriate governmental regulatory authorities.

SECTION 8. INCORPORATE TERMS AND CONDITIONS / INSURANCE. The WLSSD Contracted Services (Non-Construction) Terms and Conditions, attached as Exhibit D, are incorporated herein. Any inconsistencies between the Agreement and Exhibit D will be controlled by the terms of the Agreement.

The Contractor shall procure the insurance as specified in Exhibit D. However, the WLSSD shall take out, pay for and maintain fire coverage insurance for the Transfer Station structure. Contractor shall take out, pay for and maintain fire and extended coverage insurance on its equipment and other property located at the Transfer Station and for any extra expense incurred by Contractor in activating its Emergency Plan following damage to the Transfer Station. The WLSSD and Contractor hereby release each other from any and all liability or responsibility (to either it or anyone claiming through or under it by way of subrogation or otherwise) for any loss or damage to property which could be covered by the insurance described above. WLSSD's and Contractor's insurance policies shall include appropriate clauses waiving all rights of subrogation against the respective parties with respect to losses payable under the policies.

Section 9. Performance Bond. Contractor shall furnish a Performance Bond, in the amount totaling _____Dollars ($_____) as security for the faithful performance of this Agreement. The Bond shall bind a surety licensed to do business in the State of Minnesota for the period throughout the terms of this Agreement and any extensions thereof. In lieu of such bond, Contractor may furnish a letter of credit in form and substance and issued by a financial institution acceptable to the WLSSD.

Section 10. Payment Bond Contractor shall furnish a Payment Bond, in the amount of One Hundred Thousand Dollars ($100,000.00) as security for the payment of all Contractor's obligations incurred in the performance of this Agreement. The Bond shall bind a surety licensed to do business in the State of Minnesota for the period throughout the terms of this Agreement and any extensions thereof. In lieu of such bond, Contractor may furnish a letter of credit in form and substance and issued by a financial institution acceptable to the WLSSD.

Section 11. Inspection of Work and Records. Contractor shall have all its records of work performed pursuant to this Agreement available at the Transfer Station, or reasonably accessible, and permit inspection of all such records by representatives of the WLSSD at all reasonable times.

Section 12. Right to Withhold Payment. The WLSSD may withhold all or any portion of the payments due Contractor as may be necessary to protect itself from loss on account of: (1) Contractor's failure to perform this Agreement in accordance with its terms, all governmental rules and regulations and the direction of WLSSD staff; (2) defective work not remedied; (3) failure of Contractor to make payments for labor, supplies, and equipment used in the prosecution of the work pursuant to this Agreement; and (4) uninsured damage or injury caused by Contractor in the performance of this Agreement.

WLSSD may also withhold all or any portion of payments due Contractor as may be necessary to correct or remedy any work not performed in accordance with the terms of this Agreement, whether or not the WLSSD may be exposed to financial loss or liability, if necessary to preserve the goodwill of the WLSSD.

Section 13. Correction of Work. If required by WLSSD, Contractor shall promptly, without cost to the WLSSD, correct any work not performed in accordance with the terms of this Agreement. If Contractor fails within a reasonable time, as defined below, after written notice from WLSSD to correct such work, or if Contractor fails to perform the work required hereunder in accordance with the terms of this Agreement, WLSSD may correct and remedy any such deficiency. Reasonable time shall be determined in the sole discretion of the WLSSD and may be as little as seven (7) days, except when a shorter time is needed for action by the Contractor due to regulatory requirements or immediate health or safety concerns, then the time may be as short as 24 hours. In exercising its rights hereunder, WLSSD shall proceed expeditiously. To the extent required for remedial action hereunder, WLSSD may exclude Contractor from any locations necessary for the performance of such remedial work, suspend Contractor's services hereunder, and take possession of Contractor's equipment. Contractor shall allow WLSSD, its representatives, agents and employees possession of such equipment and information as is necessary to enable WLSSD to exercise its rights hereunder. All direct and indirect costs of WLSSD in exercising such rights, including, without limitation, compensation for additional professional services and all costs relating to the correction of unsatisfactory work shall be the obligation of Contractor, and WLSSD is hereby expressly authorized to set off such costs against sums otherwise due Contractor.

Section 14. Termination of Agreement. Upon the occurrence of any one or more of the following events: (a) if Contractor files a petition under the Bankruptcy Code, (b) if Contractor makes a general assignment for the benefit of creditors, (c) if a trustee or receiver is appointed for Contractor or for any of Contractor's property, (d) if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (e) if Contractor fails to supply sufficient equipment or otherwise perform this Agreement, (f) if Contractor fails to make prompt payment for labor, materials or equipment, (g) if Contractor fails to comply with laws, ordinances, rules, regulations, or order of any public body having jurisdiction, (h) if Contractor repeatedly fails to follow the direction of WLSSD staff, (i) if Contractor otherwise violates in any substantial manner any other provisions of this Agreement, or (j) if Contractor is

unable to perform any portion of the Agreement for thirty (30) consecutive days, WLSSD may, after giving Contractor and its surety seven (7) days' written notice, terminate the services of Contractor, exclude Contractor from any sites required for the performance of this Agreement, and take possession of Contractor's equipment (without liability to Contractor for trespass or conversion) to enable it to perform the work required pursuant to this Agreement. If any sums due pursuant to this agreement exceed the direct and indirect costs to the WLSSD of completing performance of this Agreement, including compensation paid for any additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to the WLSSD.

Where Contractor's services have been so terminated by the WLSSD, such termination shall not affect any rights of the WLSSD against the Contractor then existing or which may thereafter accrue. Any retention or payment of money due Contractor by WLSSD will not release Contractor from liability.

Section 15. Force Majeure. If the WLSSD or Contractor is delayed, hindered, or prevented from performing any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, the act, failure to act or default of another party, war or other reason beyond its control, none of which could have reasonably been anticipated by such party and cannot be avoided by Contractor's Emergency Plan, then performance of the act shall be excused for the period of the delay. In that event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay.

Section 16. Non-waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any succeeding breach of the same provision or any other provision of this Agreement. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Section 17. Applicable Law. The laws of the state of Minnesota shall govern this Agreement. Any dispute between the parties will be venued in State District Court in Duluth, MN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

_____	**SANITARY BOARD OF THE WESTERN LAKE SUPERIOR SANITARY DISTRICT**
By: _____	By: _____
Its: _____	Its: _____

EXHIBIT A: FINAL OPERATIONAL PLAN
EXHIBIT B: EMERGENCY PLAN
EXHIBIT C: DAILY INSPECTION REPORT
EXHIBIT D: TERMS AND CONDITIONS

DRAFT

Exhibit A

FINAL OPERATIONAL PLAN

Exhibit B

EMERGENCY PLAN

Transfer Station Daily Inspection Sheet

Date:
Name:

Yes	No	Gatehouse	Comments
		Computer / printers / digital displays working?	
		Supply of printer paper, ticket booklets, camera chips?	
		3 ft. of clearance around electrical panels?	
		Safety supplies stocked and up to date?	
		Was the bathroom cleaned today?	

Yes	No	Outside	Comments
		Is there litter that needs to be picked up around site?	
		Did litter get picked up today?	
		Was litter and debris cleaned up around truck scale?	
		Is there snow and ice buildup along truck scale?	
		Was snow and ice removed from side of scale deck?	

Yes	No	Storage Sheds / Roll offs	Comments
		Are all chemical containers labeled?	
		Spill kit containers stocked and available?	
		Only appropriate items in the sheds?	
		Appliances need service?	
		Tire roll off need service?	
		Do electronics need to be picked up?	

Yes	No	Transfer Station	Comments
		3 ft. of clearance around fire extinguishers and panels?	
		Exits clear of obstructions?	
		Fire alarm system functional (green light)? Red light?	
		Did you observe any pests, or pest evidence on site today?	
		What kind of pests on site? >>>>>>	
		Was pest control contractor on site today?	

Yes	No	Operations	Comments
		Did lower scale get cleaned today?	
		Is catwalk clear of waste and debris?	
		Dusty loads delivered today?	
		Hauler / Source? >>>>>>	
		What type of dusty material? >>>>>>	
		Hauler Incidents/accidents to report? >>>>>>	

Yes	No	Facility Maintenance	Notes
		Are doors working properly?	
		Lights, outlets, openers, switches that need repair?	
		Do walls need to be cleaned?	
		Large potholes that need attention?	
		Any damage to truck scale guards?	
		Are red/green truck scale & garage door lights functioning?	
		Any misc. repairs needed around the site? >>>>>>	

Tons In
Tons Out

Exhibit C

WLSSD CONTRACTED SERVICES
(Non-Construction)
TERMS AND CONDITIONS

The following terms and conditions will apply to the Agreement:

1. Definitions. As used in this herein, "Agreement" means the written instrument which is evidence of the agreement between the Buyer and the Vendor covering the Work. "Buyer" means the Sanitary Board of the Western Lake Superior Sanitary District. "Vendor" means the individual, company, or organization from whom the services are ordered. "Work" means the provision of the services ordered under the Agreement, including furnishing necessary parts, materials, machinery, tools, and equipment. "Documents" means the Agreement including the provisions of any drawings, prints, plans, descriptions, specifications, samples, data and other documents specifically listed in the Agreement (approved shop drawings or other submittals by the Vendor are not Documents unless listed in the Agreement).

2. Agreement Authority; Applicable Terms. The Agreement, when properly signed, is recognized by the Buyer as authority for commencing performance of the Work, supersedes all previous communications and negotiations except as specifically incorporated, and constitutes the entire agreement between the parties. No terms stated by the Vendor in accepting or acknowledging the Agreement shall be binding on the Buyer unless accepted in writing by the Buyer. In particular, commencement of performance of the Work by the Vendor in the absence of the Buyer's agreement to the Vendor's proposed terms will constitute the Vendor's acceptance of the terms of the Agreement and any terms or Documents incorporated in the Agreement by reference. This Agreement is subject to any special specifications, terms or conditions accompanying or incorporated by reference in this Agreement by the Buyer. The terms of this Agreement may only be changed by mutual written agreement of the parties.

3. Completion of Work; Payment. The Work must be completed no later than the date or dates specified in the Agreement. Unless the Buyer agrees otherwise, services on the Buyer's property must be provided between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays.

The Vendor shall submit a monthly invoice, or an invoice based on the timing of invoices set forth in the Agreement, containing the Purchase Order Number assigned to this Agreement, Vendor's estimate of payment due and owing based on the percentage completion of the Work during the billing period along with a status report of services rendered. On verification and acceptance by the Buyer, the Buyer will pay Vendor the invoiced amount. Upon completion of the Work, the Vendor shall submit a final invoice and request for payment of the amounts then owing. The Buyer will pay this final invoice upon the Buyer's approval and acknowledgement of satisfactory completion of the Work. Vendor shall submit an invoice by the second day of each month, or such other time period as set in the Agreement, including costs incurred through the end of the previous billing period. Invoices should be submitted electronically to apinvoices@wlssd.com and copied to the Buyer's project contact. Vendor will not receive payment for Work found by the Buyer to be not in compliance with this Agreement, or performed in violation of federal, state or local law, ordinance, rule or regulation, directive or Buyer's policies.

The Vendor must file IC-134 form with the Minnesota Department of Revenue. Forms are available by contacting the Minnesota Department of Revenue or their web site at www.revenue.state.mn.us . Final payment will not be approved unless the Vendor provides documentation that the IC-134 form has been filed with the Minnesota Department of Revenue.

4. General Terms. The Vendor will supervise and be solely responsible for all aspects of the Work. Unless the Buyer agrees otherwise, the Vendor will provide and pay for all labor, materials, parts, equipment, tools, machinery, transportation, and other facilities necessary for completion of the Work. The Vendor shall be responsible for the satisfactory performance of all its employees and subcontractors performing the Work. Persons employed by the Vendor to perform the Work shall not be considered employees of the Buyer for any reason.

Exhibit D

The Vendor shall procure and keep current any licenses, permits, or certificates which may be required for the performance of the Work and will obtain and pay for all permits, licenses, and inspections necessary for completion of the Work.

The Vendor will keep the Buyer's facilities and property free from the accumulation of waste and rubbish caused by the Work and, upon completion of the Work, will remove all the Vendor's waste material and tools, equipment, and surplus materials.

In the event the Buyer changes or uses any fully or partially completed documents without the Vendor's knowledge or participation or both, the Buyer agrees to release Vendor of responsibility for such changes, and shall indemnify and hold the Vendor harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses on account of any damages or losses to property or persons, including injuries or death, arising out of any unauthorized change or use.

Substandard Work, as determined solely by the Buyer, shall be redone at the expense of the Vendor. The Vendor must pay any costs or damages resulting from defective Work. If the Vendor does not make reasonable corrections to the Work, the Buyer may do so at the Vendor's expense.

5. Warranties. The Vendor warrants that all Work will be: a) of good quality and in conformance with applicable building codes and laws; and b) free from defects in materials and workmanship. The Vendor warrants that it has good and marketable title to all of the parts and materials used in performing the Work and that such parts and materials will be: a) new, unless the Buyer specifies otherwise; and b) free and clear of all liens and encumbrances. The Vendor will obtain for the Buyer's benefit, and assign to Buyer, all manufacturer's warranties applicable to materials or equipment installed by the Vendor. These warranties are in addition to any warranty or service guarantee given by the Vendor to the Buyer or any warranty provided by law. The Vendor shall indemnify the Buyer against any loss or damage, including attorney's fees, and other costs of defending an action arising from the breach of these warranties.

6. Passage of Title; Risk of Loss. The Work, including without limitation all material, equipment, fabricated items, supplies, drawings, data and contract rights of Vendor or its subcontractors intended for the Work, shall be the property of, and title thereto shall pass to, the Buyer at the earliest moment possible subject to the Buyer's obligation to pay Vendor in accordance with the Agreement. Notwithstanding Buyer's title thereto, Vendor will be responsible for the care, custody, control and safe keeping and preservation of all Work including without limitation materials, equipment, fabricated items, supplies and other things furnished by the Buyer, Vendor or its subcontractors and to promptly repair or replace Work which is damaged or lost, and to complete the Work in accordance with the Documents at the time specified.

7. Indemnity; Insurance. The Vendor agrees to indemnify, and hold harmless the Buyer from expenses, damages, or claims arising from the performance of the Work under this Agreement by the Vendor, its agents, employees or subcontractors, but only to the extent they are caused by the negligent acts or omissions of the Vender, its employees, and its subcontractors in the performance of services under this Agreement. Nothing in this Agreement shall be construed to waive the municipal immunities or liability limits provided in the Minnesota Municipal Tort Claims Act or other applicable state or federal law. **The Vendor shall procure and maintain insurance sufficient to protect the Buyer against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by the Vendor or its employees, subconsultants, representatives or agents, and Vendor acknowledges the amount of such insurance may be greater than the minimums specified below.** The Vendor's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Buyer, but rather to reimburse the Buyer for attorney's fees and costs incurred by the Buyer in defending such actions or proceedings brought against the Buyer.

The Vendor shall procure and maintain the following minimum insurance coverage for the term of the Agreement from an insurance company or companies lawfully authorized and licensed to do business in the State of Minnesota. The coverage will insure against injuries to persons or damage to property which may arise out of or result from acts or omissions in performing work under this Agreement by the Vendor or its employees, subcontractors, suppliers,

representatives, or agents, and list Buyer, its Board members, agents, employees and servants, as additional insureds under the Commercial General Liability and Business Automobile Liability insurance. Any deductibles or self-insured retentions are the sole responsibility of the Vendor. They must be approved by the Buyer. This insurance shall be written for not less than the limits of liability specified below or as required by law, whichever coverage is greater.

A. Commercial General Liability coverage, written on an occurrence basis, including liability arising from premises, operations, contingent coverage for subconsultants, products-completed operations (if applicable), personal injury and advertising injury, and contractual liability. The coverage shall be primary and non-contributory . The property damage liability shall provide coverage for claims arising out of explosion, collapse and underground damages. The Vendor shall maintain at least the following limits:

- $2,000,000 Per Occurrence
- $2,000,000 General Aggregate

B. Business Automobile coverage, written on an occurrence basis, for liability arising out of the operation, maintenance or use of any automobile, whether owned, non-owned, rented or leased. The Vendor shall maintain the following limits: Automobile Liability with a limit not less than $1,000,000 Combined Single Limit.

C. Statutory Workers' Compensation and Employers' Liability coverage, including other states coverage and, if applicable, Maritime and/or Longshoremen and Harbor Workers' Act Coverage. The Vendor shall maintain the following limits:

- Workers' Compensation to be as required by applicable statute(s).
- Employers' Liability with a limit not less than $1,000,000 each per person per occurrance.

D. Vendor shall maintain sufficient Pollution Liability covering the Vendor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the Work or services to be performed under this contract.

E. Vendor shall maintain an umbrella insurance policy providing coverage in excess of its primary commercial general liability, automobile liability and employer's liability policies in an amount not less than $1,000,000 per occurance.

Certificates of Insurance with the above specifications shall be filed with the Buyer prior to the commencement of Work showing Vendor complies with the above specifications. Each certificate shall contain the following: Buyer's Project Name, Buyer's Project Number(s), Buyer's Bid or Purchase Order Number, name and address of the insured, and name(s) of additional insured.

8. Performance and Payment Bonds. If required by the Agreement (contracts in excess of $50,000), the Vendor will provide the Buyer with a Performance Bond and a Payment Bond, in a form and issued by a surety acceptable to the Buyer, and naming the Buyer as obligee under the bonds, bonding and assuring the Vendor's performance of the Agreement and payment of all persons furnishing labor and materials for the Work. Each bond shall be in the amount of one hundred percent of the amount of the Agreement and shall be delivered to the Buyer prior to starting the work. The premium shall be paid by the Vendor and the bonds shall be maintained in force until delivery of all the services and for one year after the final payment is made, unless a different time period is agreed to by the parties.

9. Applicable Law; Compliance with Law. The laws of the state of Minnesota shall govern the Agreement. Vendor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Duluth, Minnesota, in any legal action concerning or relating to this Agreement. In the performance of its obligations

pursuant to the Agreement, the Vendor agrees to comply with all applicable provisions of federal, state, and local laws, regulations, and directives, and agrees that the most recent of such provisions will govern the Agreement at any particular time. Vendor represents and warrants that its employees have all licenses and permits necessary to conduct their business and perform the obligations under this Agreement.

10. Non-Discrimination. The Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, or age.

11. Record-keeping; Audit. The Vendor agrees to keep and maintain during the performance of the Agreement, and for a period of six years following, records and files relating to the financial aspects of the Agreement, and further agrees to allow the Buyer or designated federal or state personnel to enter on the Vendor's premises and to inspect, copy and audit such records, files, and premises.

12. Prompt Payment by Vendor. The Vendor agrees to pay any subcontractors and material suppliers within 10 calendar days of the Vendor's receipt of payment from the Buyer for undisputed services provided by the subcontractor or material supplier. The Vendor shall pay to the subcontractor or material supplier interest of one and one-half percent per month for any part of a month any undisputed amount is not paid on time. On unpaid, undisputed amounts of $100 or more, the minimum monthly interest rate shall be $10. The Vendor will defend, indemnify, and hold harmless the Buyer for any mechanics or materialmens liens that are filed relating to the Work. At the request of the Buyer, the Vendor will deliver to the Buyer a complete release of all liens which may have filed and/or complete receipts and waivers of lien rights for all labor, materials, and equipment for which a lien could be filed and the Vendor s sworn statement verifying that all charges for labor and materials have been paid.

13. Workers Compensation; Tax Withholding. Vendor represents that it is in compliance with the workers compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it, and all its subcontractors or material suppliers under the Agreement, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

14. Conflict of Interest. The Vendor certifies that to the best of its knowledge no officer or employee of the Buyer has any pecuniary interest in the business of the Vendor and that no person associated with the Vendor has any interest that would conflict in any manner or degree with the provision of services under the Agreement.

15. Termination. The Buyer may terminate the Agreement at any time and for any reason by giving Vendor thirty days written notice of the termination. In such event, all Work completed by Vendor shall become the property of Buyer, and Vendor shall be entitled to compensation for all authorized services satisfactorily completed under the Agreement prior to the date of termination.

16. Assignment and Subcontracting. Vendor will not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of Buyer. Vendor shall obtain prior written approval from Buyer before subcontracting any of the services delivered under this Agreement. Vendor remains legally obligated for the performance of all Agreement terms including work performed by third parties under subcontracts and shall be held responsible by Buyer for the performance of any subcontractor whether approved by Buyer or not. All subcontracted services shall be subject to all applicable provisions of this Agreement.

17. Working Conditions in Buyer Premises. If any work to be performed hereunder is to be performed at Buyer's premises (the "Work Site"), Vendor hereby warrants and represents that it has inspected the Work Site and is familiar with all working conditions, Buyer's operation of facilities and rules which exist there and subsurface conditions, and that it has made due allowance for such conditions and rules in its price calculations and estimate of time for completion.

18. Safety. The Vendor is responsible for safety of its employees at the jobsite. At a minimum, the Vendor and its employees shall comply with applicable Occupational Safety and Health Administration (OSHA) Regulations. Vendor must provide Personal Protective Equipment to its employees. Basic PPE consists of : hardhat, safety shoes,

safety glasses or goggles and reflective vest if working in an area where there are motorized vehicles present. Each employee is responsible for complying with applicable safety and occupational health requirements, wearing prescribed safety and health equipment, reporting unsafe conditions/activities, and avoiding actions and conditions that may result in an injury.

Prior to Work being commenced by Vendor on any property of Buyer, Vendor's employees performing such Work must attend on site safety training conducted by Buyer staff to familiarize Vendor's employees with Buyer's safety policies and requirements.

Smoking is prohibited on Buyer's property. Vendor shall be responsible for providing drug-free employees to the jobsite. Vendor agrees to advise its employees that alcohol and drugs will not be tolerated on any Buyer jobsite.

19. Commissioner of Health Licensing, Certifications, and Rules. All asbestos-related work or asbestos management activity, if any, performed by the Vendor under the Agreement shall be performed: a) by persons or subcontractors licensed or certified (for the types of such work or activity to be carried out) by the Commissioner of Health under the Minnesota Asbestos Abatement Act, Minnesota Statutes, sections 326.70 to 326.81; and b) in accordance with rules prescribed by the Commissioner of Health related to asbestos abatement and asbestos management activity. Prior to commencing any such work, the Vendor shall provide to the Buyer copies of currently valid licenses or certificates (for all the types of asbestos-related work or asbestos management activities to be carried out under the Agreement) issued by the Commissioner of Health under the Minnesota Asbestos Abatement Act.

20. Consistency with Solid Waste Management Plan. Vendor represents that all disposal of solid waste, if any, under this Agreement will be consistent with the WLSSD solid waste management plan and the WLSSD Solid Waste Ordinance.

AGREEMENT
FOR THE OPERATION OF THE TRANSFER STATION
AND TRANSPORTING SOLID WASTES

This Agreement, made this ____ day of _____, ____, by and between the _____ in the State of Minnesota, parties of the first part (hereinafter called the County) and _____, parties of the second part (hereinafter called the Contractor).

1. The Contractor hereby agrees to furnish all the necessary equipment and labor to operate and transport solid waste from the Carlton County Transfer Station located in the Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4), Section Nine (9), Township Forty-eight North (48N), Range Seventeen West (17W), Twin Lakes Township, Carlton County, Minnesota, subject to the conditions set forth herein:

2. In consideration thereof, County agrees to pay Contractor by the following methods:

	per month for the operation of the Transfer Station.
TRIP A.	per ton, full trailer of Mixed Municipal Solid Waste to WLSSD Transfer Station, empty trailer return to Transfer Station.
TRIP B.	per ton, full trailer of Industrial/Demolition Waste to WLSSD, empty trailer return to Transfer Station.
TRIP C.	per ton, full trailer of Mixed Municipal Solid Waste to Superior, Wisconsin, empty trailer return to Transfer Station.
TRIP D.	per ton, full trailer of Industrial/Demolition Waste to Superior, Wisconsin, empty trailer return to Transfer Station.

See attached Addendum A, B and C

The Agreement shall be for a three (3) year period beginning the _____. The first payment shall be due on the _____, and continue on the fifteenth day of each subsequent month during the term of the Agreement.

If the destination of the waste shall change during the contract period, the County and the Contractor may negotiate an acceptable rate for hauling to that destination. If the negotiations shall fail, the County may rebid the contract.

3. The County will provide at the site the necessary utilities, water supply, sanitary facilities, building, and a cashier at the gate for collection of fees. It is understood and agreed that the County shall determine the amount of collection fees and shall have exclusive authority to collect the same.

Appendix C

4. The operation will consist of supervising the unloading of the solid waste, directing and sorting of appliances, electronics, mattresses, scrap metal, tires, used oil and oil filters, antifreeze, food waste, recycling shed and cardboard containers, brush, leaf and grass clippings, oil and latex paint collected under the PaintCare Program, removal of improper material and directing proper disposal of various materials in accordance with the permit granted the County and operation of the Transfer Station.

5. It is the intent to describe the basic operations that are unique to this trucking operation. The trucking operation will consist of the following, but is not limited to the following:

   A. Supplying a capable and sufficient number of tractors to pull and unload trailers. The Contractor will be responsible for immediately removing a full trailer.

   B. The Contractor will be responsible for the transporting of the transfer trailers to the designated facilities and unloading the trailers.

   C. The Contractor will be responsible to keep all refuse hauled away. It will be the Contractor=s responsibility to insure that they have a capable and sufficient amount of trailers to perform this operation. The Contractor shall cooperate with the receiving facility to deliver waste at acceptable times as much as is practical.

   D. The Contractor shall provide trailers for Mixed Municipal Solid Waste that are compatible with the existing compactor in the Transfer Station. The Contractor shall also provide open top trailers for Industrial/Demolition Waste which will fit the top loading hopper.

   E. The Contractor shall pay all operating expenses such as fuel, oil, tires, etc., for their equipment. The Contractor assumes all responsibility for costs and expenses for all licensing, registration permits, and such other certificates as may be required for the lawful operation of their equipment. The Contractor shall observe all safety rules and other requirements of regulatory bodies having jurisdiction and shall pay all fines due to lack of plates or permits, speeding, overweight, or other moving violations that may be duly and lawfully imposed or assessed by reason of the Contractor=s failure to comply with the rules and regulations and orders of regulatory bodies having jurisdiction.

   F. The Contractor will be responsible for pulling the transfer trailer to the City of Superior Moccasin Mike Landfill, or other designated facility, weighing in, discharging the solid waste and then returning to the Transfer Station.

6. It is the intent to describe the basic operations which are unique to this operation. The operation of the Transfer Station will consist of, but is not limited to the following:

   A. The Contractor will be held responsible for all building and site cleanup. This shall be done to the satisfaction of the Zoning and Environmental Services Administrator. It is of great importance to prevent any refuse from being visible. The Contractor will be responsible for patrolling buildings and grounds daily and cleaning up any scattered refuse.

B. The Contractor will be held responsible for general compactor and building maintenance. This shall include, but not be limited to, checking oil, hydraulic fluid, grease fittings, hydraulic fluid fittings, and all other daily maintenance. All oil, grease, hydraulic fluid, etc. required for operation of the compactor will be furnished by the County.

C. Unacceptable Waste and Load Rejection

The Contractor shall adhere to the terms of the WLSSD Disposal Agreement with the City of Superior.

Unacceptable Waste includes types of solid waste or mixed municipal solid waste which pose a threat to health and safety, or which may cause damage to or adversely affect the operation of the City of Superior Moccasin Mike Landfill. The City of Superior prohibits disposal of items currently referenced in Wisconsin Statute § 287, NR 526, and NR 673. These items are summarized in Table 1—Items Banned from Disposal in Wisconsin Landfills. This list/table shall be periodically updated as required for the operation of the facility and as required by State law.

Table 1—Items banned from Disposal in Wisconsin Landfills

Banned Item	Definition	Code Reference
Aluminum containers		287.07(4)(a)
Another kind of electronic device identified by the department under s. 287.17(10) (i).	Addition or exemption of eligible electronic devices. If the department determines that the disposal or burning of a kind of electronic device that is not listed in sub. (1) (gs) in a solid waste facility may be harmful to human health or the environment, the department may promulgate a rule specifying that the kind of electronic device is an eligible electronic device, is subject to s. 287.07 (5) (a), or both. If the department determines that the disposal or burning of a kind of electronic device that is listed in sub. (1) (gs) or s. 287.07 (5) (a) in a solid waste facility is not harmful to human health and is not harmful to the environment or if the department determines that it is not feasible to require the recycling of a kind of electronic device that is listed in sub. (1) (gs) or s. 287.07 (5) (a), the department may promulgate a rule specifying that the kind of electronic device is not an eligible electronic device, is not subject to s. 287.07 (5) (a), or both.	287.17 (10)
Bi-metal containers	Means a container for carbonated or malt beverages that are primarily made of a combination of steel and aluminum.	287.07 (4) (k)
Computer Peripheral	Means a keyboard or any other device, other than a consumer printer, that is sold exclusively for external use with a consumer computer and that provides input into or output from a consumer computer.	287.07 (5) 287.17 (1) (j)
Consumer Computer	Means a high-speed data processing device for performing logical, arithmetic, or storage functions that is marketed by the manufacturer for use by households or schools, except that "consumer computer" does not include an automated typewriter or typesetter, a portable hand-held calculator or device, or other similar device.	287.07 (5) 287.17 (1) (e)
Consumer Printer	Means one of the following that is marketed by the manufacturer for use by households or schools: desktop printer, A device that prints and has other functions, such as copying, scanning, or sending facsimiles, and that is designed to be placed on a work surface. Consumer Printer does NOT include a calculator with printing capabilities or a label maker.	287.07 (5) 287.17 (1) (eg)
Consumer Video Display Device	Means a television or computer monitor with a tube or screen that is at least 7 inches in its longest diagonal measurement and that is marketed by the manufacturer for use by households or schools, except that "consumer video display device" does not include any of the following: A television or computer monitor that is part of a motor vehicle and that is incorporated into the motor vehicle by, or for, a motor vehicle manufacturer or a franchised motor vehicle dealer, OR A television or computer monitor that is contained within a clothes washer, clothes dryer, refrigerator, freezer, microwave oven, conventional oven or stove, dishwasher, room air conditioner, dehumidifier, or air purifier.	287.07 (5) 287.17 (1) (em)
Corrugated		287.07 (4) (b)

cardboard; other container board		
Covered Electronic Device	Means a consumer video display device, a consumer computer, or a consumer printer.	287.07 (5) 287.17 (1) (f)
Digital Video Disc Player		287.07 (5)
Digital Video Player	That does not use a disc and that is not a camera. ("Camera" means a device that records images and that is designed to be hand-held. These are not banned.)	287.07 (5)
Fax Machine		287.07 (5)
Foam polystyrene packaging*	Designed for serving food or beverages, loose particles intended for packing (peanuts), or rigid materials shaped to hold and cushion a packaged article. EXCEPTIONS: Currently DNR allows plastic containers #3 through #7 and foam polystyrene to be landfilled or incinerated. If at some time in the future, the DNR determines that adequate markets for these materials exist, they will be banned from disposal.	287.07 (4) (c)
Glass containers		287.07 (4) (d)
Hazardous Waste (household exempt)	From commercial, industrial, etc. sources. Household generation of this waste is not banned. This includes batteries, pesticides, thermostats, lamps (bulbs); paint (unused)—including paints, brush cleaners, glues, paint thinners, varnish strippers and wood preservatives; pharmaceuticals; Solvents and cleaning products including Home aerosol and liquid cleaning products including bleach, detergent, ammonia and bathroom, oven, and rug cleaners. Household Hazardous Waste is not considered hazardous waste for disposal purposes, unless it is taken to a collection center for disposal. Demolition materials (from razing or remodeling) from households are not considered household waste.	NR 673; Defined in NR 661.03; 661.04 (2)
Human Tissue	Means tissue removed from human beings. Human tissue does not include hair or nails, but does include teeth.	
Infectious Waste (household generated exempt)	**Bulk Body Fluids/Tissue** (means drippable or pourable quantities or items saturated with whole blood or blood components, blood specimens, semen, vaginal secretions, cerebrospinal fluid, synovial fluid, amniotic fluid, peritoneal fluid, peritoneal dialysate, pericardial fluid, pleural fluid and other body fluids visibly contaminated with blood.); **Sharps**, including unused or disinfected sharps that are being discarded, such as hypodermic needles, syringes with needles, scalpel blades, lancets, broken glass or rigid plastic vials, and laboratory slides. **Microbiological laboratory waste**, such as cultures derived from clinical specimens and discarded laboratory equipment that has contacted cultures. **Human tissue**, including teeth but not hair or nails. **Tissue, bulk blood or body fluids from an animal** carrying a zoonotic infectious agent such as rabies, anthrax or tuberculosis. **Disposal in a landfill is prohibited unless the waste has undergone sterilization.**	NR 526.09; defined in NR 500.03
Lead Acid Battery	As found in cars and trucks, motorcycles, and some lawn mowers, garden vehicles, etc.	287.07 (1m)
Magazines	Or other printed materials on similar paper.	287.07 (4) (f)
Major Appliances	Including a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater or stove except that a person may dispose of a microwave oven in a solid waste disposal facility in this state if the capacitor has been removed and disposed of in accordance with s. 299.45 (7), if applicable.	287.07 (1m)
Mercury Oxide Batteries/Dry Cell Batteries (household generated exempt)	Dry cell batteries are household batteries used in power tools, watches, video cameras, calculators, hand-held vacuum cleaners, flashlights, toys, hearing aids, etc. They include alkaline, alkaline rechargeable, lead acid sealed, lithium, metal hydride, mercuric oxide, nickel-cadmium, silver oxide, and zinc-air batteries. They include AAA, AA, C, D, 9v, button, coin and other sizes. HOUSEHOLD Button size batteries, or household generated other batteries are EXEMPT from this. Commercially, industrially, or otherwise generated waste is prohibited from being land-filled.	287.185 (1)
Newspapers	Or other printed materials on similar paper.	287.07 (4) (g)
Office Paper		287.07 (4) (h)
Plastic containers	EXEMPTIONS: Currently DNR allows plastic containers #3 through #7 and foam polystyrene to be land-filled or incinerated. If at some time in the future, the DNR determines that adequate markets for these materials exist, they will be banned from disposal.	287.07 (4) (i)
Steel Containers		287.07 (4) (j)
Telephone with a video display	Including cell phones. NOT including handheld phones that are portable, but have a base that plugs into a telephone jack on the wall.	287.07 (5)
Used Oil absorbent materials	Means materials that are used to absorb waste oil. Beginning on January 1, 2011, no person may do any of the following: Dispose of a used oil filter in a solid waste disposal facility OR dispose of oil absorbent materials that contain waste oil in a solid waste disposal facility. Ban does not apply to the disposal of less than one gallon of oil absorbent materials that contain waste oil resulting from a non-routine spill.	287.07 (4m)

Used Oil filter	Means a filter for automotive engine oil. Beginning on January 1, 2011, no person may do any of the following: Dispose of a used oil filter in a solid waste disposal facility OR dispose of oil absorbent materials that contain waste oil in a solid waste disposal facility. Ban does not apply to the disposal of less than one gallon of oil absorbent materials that contain waste oil resulting from a non-routine spill.	287.07 (4m)
Video cassette recorders		287.07 (5)
Video recorder	That does not use a cassette and that is not a camera. ("Camera" means a device that records images and that is designed to be hand-held. These are not banned.)	287.07 (5)
Waste oil	Means any petroleum-derived or synthetic oil that has been used or spilled. Beginning on January 1, 2011, no person may do any of the following: Dispose of a used oil filter in a solid waste disposal facility OR dispose of oil absorbent materials that contain waste oil in a solid waste disposal facility. Ban does not apply to the disposal of less than one gallon of oil absorbent materials that contain waste oil resulting from a non-routine spill.	287.07 (1m) (b)
Waste tire	Means a tire that is no longer suitable for its original purpose because of wear, damage, or defect.	287.07 (3)
Yard waste	"Yard waste" means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.	287.07 (2)
Yard Waste Bags	Including yard waste bags that are empty or contain yard waste unless the bag is constructed of a material that decomposes within a reasonable time after exposure to weather elements and is labeled as being so constructed. Yard waste may go to an approved compost facility or be incinerated with energy recovery. Brush may be burned at licensed wood-burning facilities if reasonable alternatives are not available.	287.08

The Contractor shall be in charge of enforcing the types of materials that are disposed of in the Transfer Station and ensure Unacceptable Waste is not delivered to the Landfill.

If Unacceptable Waste is delivered to the Landfill, the first option is that the Unacceptable Waste shall be removed and placed back on the trailer at the Landfill and returned to the Transfer Station for proper handling. If the Contractor does not return the Unacceptable Waste to the Transfer Station, the Contractor will be responsible for any charges by the City of Superior or WLSSD.

The Contractor is also responsible for loading the respective trailers to the maximum allowed weight and is responsible to insure the trailers do not exceed the maximum weight restrictions.

D. All personnel shall be capable of running all Transfer Station equipment. The personnel will be trained by the County and current contract personnel prior to the beginning of the operation.

It is the Contractor=s responsibility to insure proper training for all employees operating the Transfer Station. Beyond the initial training the Contractor must ensure all employees are properly trained.

If required by the Minnesota Pollution Control Agency, personnel will receive training and/or certification to operate a transfer station.

E. The Contractor shall use reasonable care in operation of County-owned equipment. Abusive damage will be the responsibility of the Contractor to repair.

F. The Contractor shall furnish all labor, tools, and equipment necessary to operate the site

and shall be responsible for all required maintenance thereof. Minimum type equipment requirements: 2-1/2 cubic yard loader (130 hp), 30 hp skid steer loader with 2 cubic yard bucket, broom, and fork attachments, a pressure washer, and a tractor suitable for spotting trailers. Supervision by an experienced and qualified person shall be provided at all times when the Transfer Station is open for use or operation. Supervision shall also be provided until all customers have left the premises. All equipment used at the Transfer Station must meet OSHA standards.

7. The Contractor does hereby agree that they will indemnify and hold harmless and defend Carlton County, its Commissioners, officers, agents, employees, and voluntary workers against any and all claims, losses, expenses, damages, or lawsuits for damages which such parties or individuals may hereinafter sustain, incur, or be required to pay by reason of any intentional or negligent act or omission of the said Contractor in the performance of the services purchased by Carlton County as expressed herein.

8. Contractor shall furnish insurance covering public liability in the amount of at least $300,000.00 for injury or death of any one person in any one occurrence and aggregate bodily liability in the amount of at least $1,000,000.00 for injuries or death arising out of any one occurrence.

9. The Contractor shall furnish a Performance Bond for the faithful performance of the Agreement. Said bond shall be executed by a surety company licensed to do business in the state and shall be in a penal sum of $25,000.00 for the contract year. It shall indemnify the County against any loss resulting from faulty equipment or negligence on the part of the Contractor or their employees or failure of performance by the Contractor, not exceeding, however, the sum of the bond. It shall guarantee payment of wages to all employees of the Contractor, and insurance premiums required fulfilling this Agreement in accordance with Minnesota Statutes Section 574.26. The Bond required by this paragraph shall be on a form acceptable to the County Attorney.

   In Lieu of the Performance Bond, the Contractor may provide a cash bond of a form acceptable to the County Attorney. The Contractor shall deposit with the Carlton County Treasurer the sum of $25,000.00. Said sum shall be held by the Carlton County Treasurer until the terms of the contract are fulfilled.

10. The County may move to act if the Contractor fails to operate the facility or transport the solid waste herein provided for a period of time in excess of five (5) consecutive working days or fails to operate the facility or transport the waste in accordance with the Carlton County Solid Waste Ordinance and specifications herein or the Minnesota Pollution Control Agency Rules and Regulations for a similar period. (The Contractor shall not be held liable if such failure is due to war, insurrection, riot, act of God or any other cause beyond control.) The County may, at its option, after sending written notice to the Contractor as provided hereinafter, take over and operate any or all of the equipment they use in carrying out this Agreement, and it may provide for such operation until such matter is resolved and the Contractor is again able to operate. Any and all operating expenses incurred by the County in doing so may be deducted by it from compensation paid to the Contractor hereunder.

During such period, the liability of the County to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire; ordinary wear and tear are specifically exempt from such liability.

It shall be the duty of the Contractor to notify the County Zoning and Environmental Services Administrator at any time that they are unable to furnish the number of personnel required to properly transport the waste or at any time that they are unable to furnish the proper equipment for a period of longer than four hours. The Contractor, in such case, shall have the option of renting such equipment as is needed to continue the transporting of wastes or operating the facility. Should the Contractor fail to do so, the County may hire such equipment and labor as is necessary to continue the proper transportation of wastes at the expense of the Contractor for a period no longer than thirty (30) days. The cost of such labor and equipment shall be deducted from any amount due the Contractor, or in the event the cost shall exceed such amount the performance surety listed herein shall cover such costs.

11. To insure that the detailed ordinances, specifications, regulations, and laws for the operation of a Transfer Station are in compliance, a representative of the County shall inspect the Transfer Station site and operation at least once a month during the term of this Agreement.

If the inspections show that the contract regulations, ordinances, specifications, and laws are not in compliance, the Contractor shall have ten (10) days to bring the operation into compliance. Should the Contractor refuse or fail to comply with the contract regulations, ordinances, specifications, or other regulations and laws, the County in such an event, shall have the right to direct such work as necessary be done at the Transfer Station and the cost of such work be deducted from any fee due the Contractor.

12. The Contractor shall carry, in a company authorized to transact business in the State of Minnesota, a policy of insurance fulfilling all requirements of the Workmen=s Compensation Act of said State, including all legal requirements for occupational diseases.

13. This Agreement shall terminate in the case of bankruptcy, voluntary or involuntary, or insolvency of the Contractor. In the case of bankruptcy, such termination shall take effect on the day and at the time the bankruptcy is filed.

14. The following conditions will be followed in the operation of the Transfer Station:

HOURS: Monday B Saturday, 8:30 a.m. to 4:00 p.m.

The hours that the Transfer Station is open to the public are tentative. The County of Carlton reserves the right to change these hours as long as the weekly total does not exceed forty-eight (48) hours. The Contractor shall be responsible for operating the Transfer Station for the hours scheduled by the County of Carlton.

The Contractor agrees to clear all roads within the site by 8:30 a.m. when snow has fallen the previous night. This includes removal of snow from in front of all doors, containers, and walkways.

The Contractor shall provide supervision until all customers have left the premises.

15. The Contractor agrees to immediately put out any fire occurring at the site regardless of whether the site is open to the public at such time.

16. This Agreement shall be governed by the laws of the State of Minnesota, both as to interpretation and performance.

17. This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

18. The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce the same. The County=s failure to require such performance shall not be construed as a waiver of any of the provisions hereof.

19. All dealings, contracts, etc. between the Contractor and the County shall be directed by the Contractor to the Chairman of the Carlton County Board of Commissioners.

20. If any provisions of the Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected and shall remain in full force and effect.

21. A letter addressed and sent by certified United States mail to either party at its business address shall be sufficient notice whenever required for any purpose in this Agreement.

22. It is agreed by the parties to this Agreement that at all times and for all purposes hereunder Contractor is an independent contractor and not an employee of the County. No statement contained in this Agreement shall be misconstrued so as to find Contractor an employee of the County and Contractor shall be entitled to none of the rights, privileges, or benefits of County employees.

23. As the County has established a recycling program, the Contractor or his/her employees shall not be assured any salvage rights at the Transfer Station.

24. In the event that Carlton County is no longer the governing authority for the operation of the Transfer Station and disposition of solid waste as set forth in paragraph 1 of this Agreement, this Agreement shall terminate and both parties discharged from the terms and conditions of the Agreement.

25. Either party may terminate this agreement prior to the expiration date by providing written notice to the other party at least ninety (90) days in advance of termination.

26. Equal Employment Opportunity and Civil Rights. In accordance with Carlton County=s Affirmative Action Policy and the County Commissioner=s policies against discrimination, no person shall illegally be excluded from employment rights in, participation in, or be denied the benefits of the program which is the subject of this agreement on the basis of race, creed, color,

sex, age, disability, or national origin.

27. Data Privacy. The Minnesota Government Data Practices Act governs all use or disclosure of information concerning clientele served under this contract (Chapter 13.1 B 0.87). It is the responsibility of the Contractor to maintain functional knowledge of Chapter 13 and maintain proper levels of confidentiality as detailed in Chapter 13.

_____ is the responsible party for ensuring the Contractor is in compliance with the above-cited data practices.

28. This Agreement shall become effective on the ____ day of _____, _____.

IN WITNESS THEREOF, the parties have executed this Agreement the date and year first above written.

CONTRACTOR: Cloquet Riverside Recycling, Inc.

BY: _____

CARLTON COUNTY

BY: _____
Gary Peterson, Chairperson
County Board of Commissioners

BY: _____
Heather Cunningham
Zoning and Environmental Services
Administrator

BY: _____
Paul Gassert
County Auditor

APPROVED AS TO FORM & EXECUTION:

BY: _____
Thomas Pertler
County Attorney

Minnesota Pollution Control Agency

Solid Waste Facility Permit

SW-558-001

Permittee:	Western Lake Superior Sanitary District
Facility name:	Western Lake Superior Sanitary District 2626 Courtland St Duluth, MN55806 St. Louis County
Issuance date:	December 5, 2016
Expiration date:	December 5, 2026

In accordance with Minn. Stat. chs. 115, 115A, and 116, and Minn. R. chs. 7000, 7001, and 7035, the Minnesota Pollution Control Agency (MPCA) hereby issues this permit and authorizes the Permittee listed on the following page to construct and operate the facility under the conditions set forth in this permit.

The determination to issue this permit is discretionary with the MPCA and was made subsequent to MPCA staff review of the permit application. The term commissioner, as used in this permit, refers to the MPCA Commissioner or MPCA personnel who have been delegated explicit authority by the commissioner. Other terms used in this permit are defined in Minnesota Statutes, the MPCA Solid Waste Management Rules, or specifically defined in this permit.

This permit is effective on the issuance date identified above, and supersedes the previous permit that was issued for this facility. This permit expires at midnight on the expiration date identified above.

Signature: Mike Mondloch

This document has been electronically signed.

for the Minnesota Pollution Control Agency

Mike Mondloch
Supervisor, Solid Waste Permitting Unit
Prevention & Solid Waste Management Section
Resource Management & Assistance Division

Appendix D

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1. List of Permittees

The following Permittee(s) are authorized to construct and operate the Western Lake Superior Sanitary District, SW-558-001, under the conditions set forth in this permit.

Permittee activity owner:
Western Lake Superior Sanitary District (WLSSD)
2626 Courtland St
Duluth, Minnesota 55806-1813

Permittee land owner:
Western Lake Superior Sanitary District (WLSSD)
2626 Courtland St
Duluth, MN 55806-1813

Permittee operator:
Western Lake Superior Sanitary District (WLSSD)
2626 Courtland St
Duluth, MN 55806-1813

2. Permitted facility description

The Western Lake Superior Sanitary District (Facility) is located at:

2626 Courtland Street
Duluth, MN 55806
St. Louis County

Western Lake Superior Sanitary District operates a solid waste transfer station consisting of an enclosed transfer area with an 8,000 square foot tipping floor and a scale house. Waste delivery trucks deposit mixed municipal and demolition waste on the reinforced concrete tipping floor where it is pushed or lifted to a hopper area and dropped into a transfer trailer. Approximately 60 to 100 waste delivery trucks a day use the facility, entering and exiting over a scale. A rubber wear surface on the loader blade is used to scrape and clean the tipping floor. The facility is not heated and does not have water service. Waste is not allowed to remain on the tipping floor for longer than 48 hours and the operator is encouraged to remove all of the waste daily. Exterior grading is designed to direct the flow of surface water away from the structure to adjacent storm water retention areas. The waste is currently transferred to a landfill in Wisconsin.

3. Permit requirements

SW-558	WLSSD Transfer Station
3.1.1	**General.** [header]
3.1.2	"Commissioner" means the Commissioner of the Minnesota Pollution Control Agency (MPCA), or any individual who is authorized to review and approve submittals on behalf of the Commissioner. [Minn. R. 4410.0300, subp. 16]
3.1.3	"Facility" has the meaning given in Minn. R. 7035.0300, subp. 37. [Minn. R. 7035.0330, subp. 37]
3.1.4	"Permittee" means the landowner, facility owner(s), and facility operator(s). [Minn. R. 7001.3060]
3.1.5	"Waste Activity" means the storage, processing, transfer, utilization, treatment, or disposal of solid waste and waste by-products. [Minn. R. 7001.0150, subp. 2]
3.1.6	"Waste Activity Area" means the land, structures, monitoring devices, and other appurtenances and improvements on the land associated with a waste activity. [Minn. R. 7001.0150, subp. 2]
3.1.7	The Permittee shall keep the status of the permit current and up-to-date. [Minn. R. 7001.0150, subp. 2]
3.1.8	The Permittee shall perform the actions or conduct the activity authorized by the permit in accordance with the plans and specifications approved by the Agency, in accordance with all state and federal statutes, rules and regulations, and in compliance with the conditions of the permit. [Minn. R. 7001.0150, subp. 2]
3.1.9	The facility encompasses approximately one (1) acre and is located in Sec. 4, T 49N, R 14W, in the city of Duluth, St. Louis County. The physical address is: 2626 Courtland St.; Duluth, MN 55806; St. Louis County The mailing address is: 2626 Courtland Street; Duluth; MN 55806. [Minn. R. 7001.0150, subp. 2]
3.1.10	Western Lake Superior Sanitary District operates a solid waste transfer station consisting of an enclosed transfer area with an 8,000 square foot tipping floor and a scale house. Waste delivery trucks deposit mixed municipal and demolition waste on the reinforced concrete tipping floor where it is pushed or lifted to a hopper area and dropped into a transfer trailer. Approximately 60 to 100 waste delivery trucks a day use the facility, entering and exiting over a scale. A rubber wear surface on the loader blade is used to scrape and clean the tipping floor. The facility is not heated and does not have water service. Waste is not allowed to remain on the tipping floor for longer than 48 hours and the operator is encouraged to remove all of the waste daily. Exterior grading is designed to direct the flow of surface water away from the structure to adjacent storm water retention areas. The waste is currently transferred to a landfill in Wisconsin. [Minn. R. 7001.0150, subp. 2]
3.1.11	Western Lake Superior Sanitary District entered into a contract with Superior Landfill, located on Moccasin Mike Road, Superior Wisconsin, to accept waste from the WLSSD transfer station. [Minn. R. 7001.0150, subp. 2]
3.1.12	The Permittee shall notify the MPCA before transferring ownership or operation of a solid waste management facility during its operating life in accordance with Minn. R. 7035.2535, subp. 2. [Minn. R. 7035.2535, subp. 2]
3.1.13	**Permit Documents.** [header]
3.1.14	The approved plans and engineering documents are incorporated into this permit. In addition, once approved by the Commissioner, the Permittee shall comply with all submittals that are submitted in accordance with the terms of this permit. In all cases where the permit and the plans or submittals differ, the requirements of the permit shall govern over a condition in the plan or submittal. The approval by the Commissioner of the plans and specifications shall not release the Permittee from any present or subsequent requirements of statutes, rules, regulations, or ordinances. [Minn. R. 7001.0150, subp. 3(E), Minn. R. 7035.2610]
3.1.15	The permit applications approved by this permit are signed and dated April 2, 1999 (original application), March 25, 2004 (first reissuance application), August 26, 2009 (second reissuance application), and August 16, 2014 (last reissuance application). [Minn. R. 7001.0010]
3.1.16	The engineering documents approved by this permit include, but are not limited to: 1. Operations and Maintenance Manual, dated December 2016 2. Contingency Action Plan, dated December 2016 3. Closure Plan, dated December 2016 4. Cost Estimates, dated December 2016 5. Industrial Solid Waste Management Plan, dated March 2004 6. Technical Specifications, dated March 2004

	7. Construction Quality Assurance/Quality Control Plan, dated March 2004 8. Engineering Plans/Drawings, dated March 2004 9. Document changes/updates will be reflected in subsequent annual reports. [Minn. R. 7001.0150, subp. 3(H)]
3.1.17	Any revised plans shall be submitted for approval by the Commissioner. The Permittee shall obtain approval from the Commissioner on all revised engineering plans prior to construction of the affected portion of the facility. [Minn. R. 7001.0150, subp. 3(M), Minn. R. 7035.2610]
3.1.18	**Design and Construction Criteria.** [header]
3.1.19	The Permittee may not locate, establish, or construct a solid waste management facility in areas designated in Minn. R. 7035.2555. [Minn. R. 7035.2555]
3.1.20	The Permittee shall construct the facility to prevent pollution of groundwater and surface water, minimize the contamination of soils from solid waste, and maintain the facility in conformance with MPCA air pollution control rules in accordance with Minn. R. 7035.2565. The Permittee shall design any proposed future expansions of the facility in accordance with this rule. [Minn. R. 7035.2565]
3.1.21	The Permittee shall construct the waste activity area where solid waste is stored in accordance with Minn. R. 7035.2855 except as provided in, subp. 1 and Minn. R. 7035.2525, subp. 2. [Minn. R. 7035.2855]
3.1.22	The Permittee shall construct the stormwater management system for the facility with Best Management Practices to manage stormwater discharge in accordance with the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) Permit for the discharge of stormwater associated with an industrial activity and/or a construction activity. The issuance of this permit does not release the Permittee from the obligation to obtain an NPDES/SDS permit. [Minn. R. 7001.1090]
3.1.23	The Permittee shall submit a construction plan to the Commissioner for approval prior to construction if the construction plan proposes any major revisions to the approved design. [Minn. R. 7001.0150, subp. H, Minn. R. 7035.2610]
3.1.24	The Permittee shall notify appropriate MPCA staff at least ten (10) working days in advance of the construction of the facility or any component thereof unless the Commissioner orders otherwise. [Minn. R. 7001.0150, subp. M]
3.1.25	The Permittee shall submit a construction certification for approval by the Commissioner in accordance with Minn. R. 7035.2610. A facility waste activity or any new design feature shall not be placed into operation until the construction certification has been approved by the Commissioner. [Minn. R. 7035.2610]
3.1.26	The Permittee shall not make any major alterations or additions to the facility that would materially alter the manner in which waste is managed without first obtaining the written consent of the Commissioner. [Minn. R. 7001.0150, subp. M]
3.1.27	**Operation and Maintenance Criteria.** [header]
3.1.28	The Permittee shall prevent unauthorized entry onto the facility in accordance with Minn. R. 7035.2535, subp. 3. In addition, the Permittee shall post a sign at the entrance of the facility and each waste activity area showing the facility name, MPCA permit number, hours of operation, the acceptable waste, and any other relevant information. [Minn. R. 7035.2535, subp. 3]
3.1.29	The Permittee shall establish and maintain a personnel training program consisting of classroom instruction and on-the-job training. The program shall address the requirements identified in Minn. R. 7035.2545, subp. 3, and shall include the specific training necessary to perform the tasks associated with each solid waste management area within the facility. The Permittee shall maintain a record of all personnel training and submit the dates of training in the annual report. [Minn. R. 7035.2545, subp. 3]
3.1.30	The Permittee shall prepare and maintain an operations and maintenance manual for the facility. The manual shall include operations and maintenance criteria that are specific to each solid waste management area within the facility. [Minn. R. 7001.3300, subp. P]
3.1.31	The Permittee shall construct and maintain all-weather approach and access roads to all waste activity areas within the facility. [Minn. R. 7001.0150, subp. 3(E)]
3.1.32	The Permittee shall not accept for disposal, any source-separated recyclable materials unless the commissioner has determined that no other person is willing to accept the recyclable material. [Minn. Stat. 115A.95]
3.1.33	**Storage of Solid Waste.** [header]
3.1.34	The Permittee shall provide satisfactory storage for all solid waste accumulated at the facility in accordance with Minn. R. 7035.0700 and Minn. R. 7035.2855. [Minn. R. 7035.0700, Minn. R. 7035.2855]
3.1.35	The Permittee shall keep the facility grounds and immediately adjacent property free of litter stemming from the facility operations. The facility grounds and adjacent property shall be inspected and cleared of all litter at least once per week. [Minn. R. 7001.0150, subp. 3(O)]

3.1.36	The Permittee shall manage the facility to be in compliance with Minn. R. 7011.0150 to prevent particulate matter from becoming airborne. [Minn. R. 7011.0150]
3.1.37	The Permittee shall manage all free liquids that have come in contact with solid waste so that the liquids are not discharged as stormwater. [Minn. R. 7001:0150, subp. 2]
3.1.38	The Permittee shall provide effective measures to control flies, rodents and other insects or vermin as necessary. [Minn. R. 7001.0150, subp. 2]
3.1.39	The Permittee shall provide for the proper collection and transportation of solid waste in accordance with Minn. R. 7035.0800. [Minn. R. 7035.0800]
3.1.40	The Permittee shall not accept the wastes identified in Minn. R. 7035.2535, subp. 1 for treatment, storage, processing, or disposal. [Minn. R. 7035.2535, subp. 1]
3.1.41	The Permittee shall manage industrial solid waste for each waste activity as specified in the approved plan in accordance with Minn. R. 7035.2535, subp. 5. The Permittee shall include the information required by Minn. R. 7035.2575, subp. 2, items B and C in the annual report for each industrial waste accepted at the facility. [Minn. R. 7035.2535, subp. 5]
3.1.42	The Permittee shall manage household hazardous waste as specified in the approved plan in accordance with Minn. R. 7035.2535, subp. 6. [Minn. R. 7035.2535, subp. 6]
3.1.43	The Permittee shall operate and maintain the stormwater management system for the facility with Best Management Practices to manage stormwater discharges in accordance with the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) Permit for the discharge of stormwater associated with an industrial activity and/or a construction activity. [Minn. R. 7001.1090]
3.1.44	The Permittee shall operate and maintain the facility to prevent pollution of groundwater and surface water, minimize the contamination of soils from solid waste, and maintain the facility in conformance with MPCA air pollution control rules in accordance with Minn. R. 7035.2565. [Minn. R. 7035.2565]
3.1.45	The Permittee shall provide and maintain adequate emergency equipment at the facility to control accidental fires, and make arrangements with the local fire protection agency to immediately acquire their services when needed. The Permittee shall also provide adequate communications equipment for emergency purposes. [Minn. R. 7035.2595, subp. 2&4]
3.1.46	The Permittee shall keep a written operating record at the facility in accordance with Minn. R. 7035.2575. [Minn. R. 7035.2575, subp. 2]
3.1.47	The Permittee shall inspect the facility in accordance with the schedule and items approved by the Commissioner as defined by Minn. R. 7035.2535, subp. 4. The Permittee shall record inspections in an inspection log or summary and shall keep these records for at least five years. [Minn. R. 7035.2535, subp. 4]
3.1.48	The Permittee shall maintain a copy of the approved emergency procedures manual at the facility for facility personnel to use in time of emergency. [Minn. R. 7035.2595, subp. 5]
3.1.49	The Permittee shall maintain a copy of the approved contingency action plan at the facility. [Minn. R. 7035.2615]
3.1.50	The Permittee shall maintain a copy of the approved facility closure plan, and all revisions to the plan, at the facility until closure is completed and certified in accordance with Minn. R. 7035.2635, subp. 3. [Minn. R. 7035.2625, subp. 3]
3.1.51	**Reporting Criteria.** [header]
3.1.52	The Permittee shall submit an annual facility report for the preceding calendar year in accordance with Minn. R. 7035.2585 in a format prescribed by the MPCA. The annual facility report shall include waste types, volumes, management methods, and final destinations. When required of a waste activity, the report shall include summary evaluation reports and specific annual reporting requirements and monitoring results. The Permittee shall submit the report to the Commissioner according to the schedule in the Submittal/Action requirements section of this Permit. [Minn. R. 7035.2585]
3.1.53	**Contingency Action Criteria.** [header]
3.1.54	The Permittee shall address all facility waste activities as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2615. [Minn. R. 7035.2615]
3.1.55	If a fire occurs in the waste deposit area, the Permittee shall immediately implement its contingency action plan to extinguish the fire. [Minn. R. 7001.0150, subp. 3(E)]
3.1.56	Within 24 hours of discovery of the fire, the Permittee shall provide notice to the MPCA that a fire has occurred and that the contingency action plan has been implemented. If the Permittee has not extinguished the fire within two weeks of notice, the Permittee shall again notify the MPCA and shall provide the name of the professional engineer that their Permittee has hired to develop a revised plan for further firefighting efforts. The Permittee

	shall submit the revised plan to the MPCA for review and approval within 15 days of the notice to the MPCA that a revised plan is being prepared. To be approved, their revised plan shall identify the action that will be taken to extinguish that fire, including sources for materials and equipment and a timeline for implementation, and shall be signed by a registered professional engineer. The Permittee shall implement the revised plan upon approval by the MPCA. [Minn. R. 7001.0150, subp. 3(E)]
3.1.57	The Permittee shall implement the actions necessary to comply with the contingency action requirements in accordance with Minn. R. 7035.2615. [Minn. R. 7035.2615, subp. 2]
3.1.58	The Permittee shall notify the Minnesota Duty Officer immediately of the discharge, accidental or otherwise, of any substance or material under its control which, if not recovered, may cause pollution of waters of the state. The Permittee shall recover as rapidly and as thoroughly as possible such substance or material and take immediate action to minimize or abate pollution of waters of the state. The MN Duty Office can be reached at 800-422-0798. [Minn. Stat. 115.61]
3.1.59	The Permittee shall maintain and operate the facility to minimize the possibility of a fire, explosion, or any release to air, land, or water of pollutants that threaten human health or the environment in accordance with Minn. R. 7035.2595. [Minn. R. 7035.2595, subp. 1]
3.1.60	The Permittee shall take all reasonable containment measures during an emergency and submit a written report to the Commissioner in accordance with Minn. R. 7035.2605. [Minn. R. 7035.2605, subp. 1]
3.1.61	**Closure Criteria.** [header]
3.1.62	The Permittee shall close each waste activity, or the entire facility as appropriate, as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2625. [Minn. R. 7035.2625]
3.1.63	The Permittee shall perform closure for each waste activity as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2635. [Minn. R. 7035.2635]
3.1.64	The Permittee shall complete closure activities for the waste activity area in accordance with the closure plan within 180 days following the beginning of closure as specified in the closure procedures above. [Minn. R. 7001.0150, subp. 3(E)]
3.1.65	**General Conditions.** [header]
3.1.66	The MPCA's issuance of a permit does not release the Permittee from any liability, penalty, or duty imposed by Minnesota or federal statutes, or regulations, or local ordinances including, but not limited to, those promulgated pursuant to Minn. Stat. chs. 115, 115A, 116, 400 and 473. This permit shall be permissive only and shall not be construed as estopping or limiting any claims against the Permittee, its agents, contractors, or assigns, nor as estopping or limiting any legal claims of the state against the Permittee, its agents, contractors, or assigns for damages to state property, or for any violation of the terms of this permit. [Minn. R. 7001.0150, subp. 3(A)]
3.1.67	The MPCA's issuance of a permit does not prevent the future adoption by the MPCA of pollution control rules, standards, or enforcement orders more stringent than those now in existence and does not prevent the enforcement of these rules, standards, or enforcement orders against the Permittee. [Minn. R. 7001.0150, subp. 3(B)]
3.1.68	The permit does not convey a property right or an exclusive privilege. [Minn. R. 7001.0150, subp. 3(C)]
3.1.69	The MPCA's issuance of a permit does not obligate the MPCA to enforce local laws, rules or plans beyond that authorized by Minnesota Statutes. [Minn. R. 7001.0150, subp. 3(D)]
3.1.70	The Permittee shall perform the actions or conduct the activity authorized by the permit in accordance with the submittals and specifications approved by the MPCA and in compliance with the conditions of the permit. [Minn. R. 7001.0150, subp. 3(E)]
3.1.71	The Permittee shall at all times properly operate and maintain the facilities and systems of treatment and control and the appurtenances related to them which are installed or used by the Permittee to achieve compliance with the conditions of the permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. The Permittee shall install and maintain appropriate backup or auxiliary facilities if they are necessary to achieve compliance with the conditions of the permit and, for all permits other than hazardous waste facility permits, if these backup or auxiliary facilities are technically and economically feasible. [Minn. R. 7001.0150, subp. 3(F)]
3.1.72	The Permittee may not knowingly make a false or misleading statement, representation, or certification in a record, report, plan, or other document required to be submitted to the MPCA or the Commissioner by the permit. The Permittee shall immediately upon discovery report to the Commissioner an error or omission in these records, reports, submittals or other documents. [Minn. R. 7001.0150, subp. 3(G)]

3.1.73	The Permittee shall, when requested by the Commissioner, submit within a reasonable time the information and reports that are relevant to the control of pollution regarding the construction, modification, or operation of the facility covered by the permit or regarding the conduct of the activity covered by the permit. [Minn. R. 7001.0150, subp. 3(H)]
3.1.74	When authorized by Minn. Stat. 115.04, 115B.17, subd. 4 and 116.091, and upon presentation of proper credentials, the MPCA, or an authorized employee or agent of the MPCA, shall be allowed by the Permittee to enter at reasonable times upon the property of the Permittee to examine and copy books, papers, records, or memoranda pertaining to the construction, modification, or operation of the facility covered by the permit or pertaining to the activity covered by the permit; and to conduct surveys and investigations, including sampling or monitoring, pertaining to the construction, modification, or operation of the facility covered by the permit or pertaining to the activity covered by the permit. [Minn. R. 7001.0150, subp. 3(I)]
3.1.75	If the Permittee discovers, through any means, including notification by the MPCA, that noncompliance with a condition of the permit has occurred, the Permittee shall take all reasonable steps to minimize the adverse impacts on human health, public drinking water supplies, or the environment resulting from the noncompliance. [Minn. R. 7001.0150, subp. 3(J)]
3.1.76	If the Permittee discovers that noncompliance with a condition of the permit has occurred which could endanger human health, public drinking water supplies, or the environment, the Permittee shall, within 24 hours of the discovery of the noncompliance, orally notify the Commissioner. Within five (5) days of the discovery of the noncompliance, the Permittee shall submit to the Commissioner a written description of the noncompliance; the cause of the noncompliance; the exact dates of the period of the noncompliance; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. [Minn. R. 7001.0150, subp. 3(K)]
3.1.77	The Permittee shall report noncompliance with the permit not reported in the Notification of Noncompliance subheading above by submitting the information listed in Notification of Noncompliance within 30 days of the discovery of the noncompliance. [Minn. R. 7001.0150, subp. 3(L)]
3.1.78	The Permittee shall give advance notice to the Commissioner as soon as possible of planned physical alterations or additions to the permitted facility or activity that may result in noncompliance with a Minnesota or federal pollution control statute or rule or condition of the permit. [Minn. R. 7001.0150, subp. 3(M)]
3.1.79	The permit is not transferable to any person without the express written approval of the MPCA after compliance with the requirements of Minn. R. 7001.0190. A person to whom the permit has been transferred shall comply with the conditions of the permit. [Minn. R. 7001.0150, subp. 3 (N)]
3.1.80	The permit authorizes the Permittee to perform the activities described in the permit under the conditions of the permit. In issuing the permit, the state and MPCA assume no responsibility for damage to persons, property, or the environment caused by the activities of the Permittee in the conduct of its actions, including those activities authorized, directed, or undertaken under the permit. To the extent the state and MPCA may be liable for the activities of its employees, that liability is explicitly limited to that provided in the Tort Claims Act, Minn. Stat. 3.736. [Minn. R. 7001.0150, subp. 3(O)]
3.1.81	The Commissioner may commence proceedings to modify or revoke this permit during its terms if cause exists under Minn. R. 7001.0170 to 7001.0180. [Minn. R. 7001.0170-0180]
3.1.82	The provisions of this permit are severable. If any provision of this permit is held invalid, the remainder of this permit shall not be affected. [Minn. R. 7035.3200]
3.1.83	The Permittee may request an extension of the dates set forth in this permit. The request shall include justification for requesting the extension of the date. Based on the justification, the Commissioner may grant an extension. [Minn. R. 7001.0190, subp. 3(B)]
3.1.84	This permit is valid until the expiration date unless revoked or modified by the MPCA pursuant to Minn. R. 7001.0170 to 7001.0180. To allow for adequate MPCA review time and to avoid possible termination of the permit at the time the permit expires, an application for reissuance of the permit shall be submitted no later than 180 calendar days before the expiration date of the permit. [Minn. R. 7001.0150, subp. 1, Minn. R. 7001.3500, subp. 1]
3.1.85	The Permittee may not start treatment, storage, or disposal of solid waste in a modified portion of an existing solid waste management facility until the Commissioner has received a letter and as-built plans signed by the owner or operator and by an engineer registered in Minnesota certifying that the modified portion of the facility has been constructed in compliance with the conditions of the permit. [Minn. R. 7001.3500, subp. 3(B)]
3.1.86	The Permittee may not start treatment, storage, or disposal of solid waste in a modified portion of an existing

	solid waste management facility until the Commissioner has inspected the modified portion of the facility and has provided the owner or operator with a letter stating that the certification submitted is complete and approved. [Minn. R. 7001.3500, subp. 3(B (2))]
3.1.87	**Specific Conditions.** [header]
3.1.88	The Permittee shall provide a separate storage area for the transfer of major appliances, as defined in Minn. Stat. 115A.03, such that damage to the units is minimized during handling. The Permittee shall ensure that the proper removal of hazardous components and refrigerant gases is performed by a certified appliance processor. The Permittee shall transfer all appliances off-site at least annually, with the number of appliances recycled and the destination included in the annual report. [Minn. R. 7001.0150, subp. 2]
3.1.89	The Permittee shall provide a storage area for lead acid batteries such that damage to the units is minimized during handling. The storage area shall include a secondary containment device to contain any releases. [Minn. R. 7001.0150, subp. 2]
3.1.90	The Permittee shall provide a separate storage area for the storage and transfer of electronics. As used in this permit, "electronics" includes but is not limited to televisions, computer monitors, computers, microwaves, and other devices that have wiring, circuitry, circuit boards, batteries, and other similar components. The Permittee shall store and manage electronics indoors and in a manner that prevents damage and the release of hazardous components. The Permittee shall transport electronics stored at the Facility off-site for recycling or disposal at an appropriate facility at least annually and the Permittee shall note the volume and the destination in the annual report. [Minn. R. 7001.0150, subp. 2]
3.1.91	The Permittee shall provide a separate storage area for the storage of scrap metal. The Permittee shall manage all scrap metal within the designated area on site. [Minn. R. 7001.0150, subp. 2]
3.1.92	The Permittee shall identify a designated waste tire storage area. The Permittee may store a maximum of 2,000 passenger tire equivalents (PTE) in this area. [Minn. R. 9220.0450, subp. 3(D)]
3.1.93	The Permittee shall maintain all tire piles in a manner that keeps the piles free of vegetation, mosquitoes and rodents. [Minn. R. 9220.0450, subp. 3(H)]
3.1.94	The Permittee shall divert surface water drainage around and away from the waste tire storage area. [Minn. R. 9220.0450, subp. 3(I)]
3.1.95	The Permittee shall not conduct any operations involving the use of open flames, blow torches, or highly flammable substances within 50 feet of a waste tire pile. [Minn. R. 9220.0450, subp. 3(A)]
3.1.96	The Permittee shall arrange for the transportation and disposal of the waste tires by a licensed tire hauler. The Permittee shall include the number of tires transferred, the licensed hauler's MPCA transporter identification number, and the tire disposal destination in the facility's annual report. [Minn. R. 7001.0150, subp. 2]
3.1.97	The Permittee may provide a separate storage area for the storage of concrete. If the Permittee elects to store concrete in a separate area, the Permittee shall crush the concrete on a regular basis, not to exceed three years. [Minn. R. 7001.0150, subp. 2]
TR 001	**Transfer Station**
3.2.1	**Design and Construction Criteria.** [header]
3.2.2	The Permittee shall design any proposed future expansions or modifications of the solid waste transfer area in accordance with the design requirements outlined in Minn. R. 7035.2870, subp. 4. [Minn. R. 7035.2870, subp. 4(B)]
3.2.3	**Operating and Maintenance Criteria.** [header]
3.2.4	The Permittee shall transport all solid waste that is received at the facility, to a solid waste disposal or recycling facility that has been permitted to accept such waste by the appropriate regulatory agency. [Minn. R. 7035.2870, subp. 2]
3.2.5	The Permittee shall operate the transfer area in accordance with the approved operating and maintenance manual, and in accordance with Minn. R. 7035.2870, subp. 5. [Minn. R. 7001.0150, subp. 2-3, Minn. R. 7035.2870, subp. 1]
3.2.6	The Permittee shall keep the facility doors closed to minimize odors, dust, noise and litter except when vehicles are expected to be entering or leaving the facility. [Minn. R. 7035.2870, subp. 5(D)]
3.2.7	The Permittee shall keep roads, gates, doors, and tipping floor areas clear of obstructions at all times. [Minn. R. 7035.2870, subp. 5(A)]
3.2.8	The Permittee shall confine all solid waste within the tipping floor area or other designated processing or storage area. [Minn. R. 7035.2870, subp. 5(F)]

3.2.9	The Permittee shall maintain the facility and all equipment in good working condition. [Minn. R. 7035.2870, subp. 5(E)]
3.2.10	The Permittee shall clear the tipping floor and storage areas of waste, and clean the areas at least once every seven days. [Minn. R. 7035.2870, subp. 5(H)]
3.2.11	The Permittee shall transfer or store all industrial waste or mixed municipal solid waste at the facility in: 1) a completely enclosed structure, 2) containers constructed of impervious materials and designed to prevent leakage, or 3) in a designated solid waste storage area meeting the storage standards of Minn. R. 7035.2855. [Minn. R. 7035.2870, subp. 5(C)]
3.2.12	The Permittee shall containerize or store all separated salvageable and recyclable materials in a designated area. The Permittee shall remove all separated salvageable and recyclable materials from the facility when the capacity of the container or designated area is reached. [Minn. R. 7035.2870, subp. 5(G)]
3.2.13	The Permittee shall manage all putrescible waste remaining at the facility at the end of the working day. The remaining putrescible waste shall be: 1) properly disposed of, 2) stored in an enclosed structure, or 3) stored in containers constructed of impervious materials and designed to prevent leakage and to prevent precipitation, insects, and other vectors from coming in contact with the waste. [Minn. R. 7035.2870, subp. 5(C)]

4. Waste capacity table

Waste activity	ID	Status	Permitted area	Permitted area units	Permitted capacity	Permitted capacity (Units)	Design capacity	Design capacity (Units)
Transfer Station	TR 001	Active / Existing	1	acre	156000	ton/yr	156000	ton/yr

5. Submittal/Action requirements

SW-558	WLSSD Transfer Station
5.1.1	The Permittee shall submit an annual facility report: Due annually, by the 1st of February. [Minn. R. 7035.2585]
5.1.2	At a minimum of 180 days before the expiration date of this Permit, the Permittee shall submit an application for permit reissuance: Due 3472 calendar days after Permit Issuance Date. [Minn. R. 7001.0040, subp. 3]

Minnesota Pollution Control Agency
520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300
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APR 7- 2016
ZONING OFFICE

April 5, 2016

Ms. Heather Cunningham
PO Box 220
Carlton MN 55718-0220

RE: Carlton County North Transfer Station, SW-295-002
Permit Extension

Enclosed please find the Solid Waste Facility Permit No. SW-295-002 for your facility located at 1950 Highway 210 Carlton, Minnesota, 55718, Carlton County, Minnesota. The Minnesota Pollution Control Agency (MPCA) has prepared this permit in accordance with Minn. Stat. chs. 115, 115A, and 116, and Minn. R. chs. 7000, 7001, and 7035.

If you have any questions about any portion of this permit, I may be reached at 651-757-2511 or by email at greg.kvaal@state.mn.us.

Sincerely,

Greg Kvaal

This document has been electronically signed.

Greg Kvaal
Senior Engineer Specialist
Prevention & Solid Waste Management Section
Resource Management & Assistance Division

GV:wpg

Enclosure: Permit

Appendix E

Minnesota Pollution Control Agency

Solid Waste Facility Permit

SW-295-002

Permittee:	Carlton County North Transfer Station
Facility name:	Carlton County North Transfer Station 1950 Highway 210 Carlton, MN 55718 Carlton County
Issuance date:	April 5, 2016
Expiration date:	April 5, 2026

In accordance with Minn. Stat. chs. 115, 115A, and 116, and Minn. R. chs. 7000, 7001, and 7035, the Minnesota Pollution Control Agency (MPCA) hereby issues this permit and authorizes the Permittee listed on the following page to construct and operate the facility under the conditions set forth in this permit.

The determination to issue this permit is discretionary with the MPCA and was made subsequent to MPCA staff review of the permit application. The term commissioner, as used in this permit, refers to the MPCA Commissioner or MPCA personnel who have been delegated explicit authority by the commissioner. Other terms used in this permit are defined in Minnesota Statutes, the MPCA Solid Waste Management Rules, or specifically defined in this permit.

This permit is effective on the effective date identified above, and supersedes the previous permit that was issued for this facility. This permit expires at midnight on the expiration date identified above.

Signature: Mike Mondloch

This document has been electronically signed.

for the Minnesota Pollution Control Agency

Mike Mondloch
Supervisor, Solid Waste Permitting Unit
Prevention & Solid Waste Management Section
Resource Management & Assistance Division

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1. List of Permittees

The following Permittee(s) are authorized to construct and operate the Carlton County North Transfer Station, SW-295-002, under the conditions set forth in this permit.

Permittee activity owner:
Carlton County
301 Walnut Ave
Carlton, Minnesota 55718

Permittee land owner:
Carlton County
PO Box 220
Carlton, MN 55718-0220

Permittee operator:
Carlton County
PO Box 220
Carlton, MN 55718-0220

2. Permitted facility description

The Carlton County North Transfer Station (Facility) is located at:
1950 Highway 210
Carlton, MN 55718
Carlton County

Carlton County operates a solid waste transfer station in the City of Carlton. The transfer station handles approximately 50 tons per day of solid waste materials.

D. Permit requirements

SW-295	Carlton County North Transfer Station
3.1.1	General.
3.1.2	"Commissioner" means the Commissioner of the Minnesota Pollution Control Agency (MPCA), or any individual who is authorized to review and approve submittals on behalf of the Commissioner. [Minn. R. 4410.0300, subp. 16]
3.1.3	"Facility" has the meaning given in Minn. R. 7035.0300, subp. 37. [Minn. R. 7035.0330, subp. 37]
3.1.4	"Permitted Capacity" means the total amount or acceptance rate allowed for transfer at the facility as found in the Waste Capacity Table of this Permit. [Minn. R. 7001.0150, subp. 2]
3.1.5	"Permittee" means the landowner, facility owner(s), and facility operator(s). [Minn. R. 7001.3060]
3.1.6	"Waste Activity" means the transfer of solid waste and waste by-products. [Minn. R. 7001.0150, subp. 2]
3.1.7	"Waste Activity Area" means the land, structures, monitoring devices, and other appurtenances and improvements on the land associated with a waste activity. [Minn. R. 7001.0150, subp. 2]
3.1.8	The facility waste activities authorized by this permit are limited to those activities described in the Waste Capacity Table of this permit. [Minn. R. 7001.0150, subp. 2]
3.1.9	The Permittee shall keep the status of the permit current and up-to-date. [Minn. R. 7001.0150, subp. 2]
3.1.10	The Permittee shall perform the actions or conduct the activity authorized by the permit in accordance with the plans and specifications approved by the Agency, in accordance with all state and federal statutes, rules and regulations, and in compliance with the conditions of the permit. [Minn. R. 7001.0150, subp. 2]
3.1.11	The facility encompasses approximately10 acres and is located in Sec. 9, T48N, R17W, Twin Lakes Township, Carlton County. The physical address is: 1950 Highway 210, Carlton, MN 55718 The mailing address is: PO Box 220, Carlton, MN 55718. [Minn. R. 7001.0150, subp. 2]
3.1.12	The Permittee shall notify the MPCA before transferring ownership or operation of a solid waste management facility during its operating life in accordance with Minn. R. 7035.2535, subp. 2. [Minn. R. 7035.2535, subp. 2]
3.1.13	Permit Documents. [header]
3.1.14	The approved plans and engineering documents are incorporated into this permit. In addition, once approved by the Commissioner, the Permittee shall comply with all submittals that are submitted in accordance with the terms of this permit. In all cases where the permit and the plans or submittals differ, the requirements of the permit shall govern over a condition in the plan or submittal. The approval by the Commissioner of the plans and specifications shall not release the Permittee from any present or subsequent requirements of statutes, rules, regulations, or ordinances. [Minn. R. 7001.0150, subp. 3(E), Minn. R. 7035.2610]
3.1.15	The original permit application was dated January 17, 2001. The extended transfer station permit application approved by this permit is signed and dated December 2, 2015. [Minn. R. 7001.0010]
3.1.16	The engineering documents approved by this permit and dated January 17, 2001, include: 1. Engineering Report 2. Operations and Maintenance Manual 3. Contingency Action Plan 4. Closure Plan 5. Cost Estimates 6. Industrial Solid Waste Management Plan 7. Technical Specifications 8. Construction Quality Assurance/Quality Control Plan 9. Engineering Plans/Drawings. [Minn. R. 7001.0150, subp. 3(H)]
3.1.17	Any revised plans shall be submitted for approval by the Commissioner. The Permittee shall obtain approval from the Commissioner on all revised engineering plans prior to construction of the affected portion of the facility. [Minn. R. 7001.0150, subp. 3(M), Minn. R. 7035.2610]
3.1.18	Design and Construction Criteria. [header]
3.1.19	The Permittee may not locate, establish, or construct a solid waste management facility in areas designated in Minn. R. 7035.2535. [Minn. R. 7035.2535]

3.1.20	The Permittee shall construct the facility to prevent pollution of groundwater and surface water, minimize the contamination of soils from solid waste, and maintain the facility in conformance with MPCA air pollution control rules in accordance with Minn. R. 7035.2565. The Permittee shall design any proposed future expansions of the facility in accordance with this rule. [Minn. R. 7035.2565]
3.1.21	The Permittee shall construct the waste activity area where solid waste is stored in accordance with Minn. R. 7035.2855 except as provided in, subp. 1 and Minn. R. 7035.2525, subp. 2. [Minn. R. 7035.2855]
3.1.22	The Permittee shall construct the stormwater management system for the facility with Best Management Practices to manage stormwater discharge in accordance with the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) Permit for the discharge of stormwater associated with an industrial activity and/or a construction activity. The issuance of this permit does not release the Permittee from the obligation to obtain an NPDES/SDS permit. [Minn. R. 7001.1090]
3.1.23	The Permittee shall submit a construction plan to the Commissioner for approval prior to construction if the construction plan proposes any major revisions to the approved design. [Minn. R. 7001.0150, subp. H, Minn. R. 7035.2610]
3.1.24	The Permittee shall notify appropriate MPCA staff at least ten (10) working days in advance of the construction of the facility or any component thereof unless the Commissioner orders otherwise. [Minn. R. 7001.0150, subp. M]
3.1.25	The Permittee shall submit a construction certification for approval by the Commissioner in accordance with Minn. R. 7035.2610. A facility waste activity or any new design feature shall not be placed into operation until the construction certification has been approved by the Commissioner. [Minn. R. 7035.2610]
3.1.26	The Permittee shall not make any major alterations or additions to the facility that would materially alter the manner in which waste is managed without first obtaining the written consent of the Commissioner. [Minn. R. 7001.0150, subp. M]
3.1.27	**Operation And Maintenance Criteria.**
3.1.28	The Permittee shall ensure that the required number of operators, trained or certified under Minn. R. 7035.2545 and Minn. R. 7048.0100 to 7048.1300, are present and on duty at all times that the facility is open for the purpose of receiving waste. [Minn. R. 7035.2545, Minn. R. 7048.0100-1300]
3.1.29	The Permittee shall prevent unauthorized entry onto the facility in accordance with Minn. R. 7035.2535, subp. 3. In addition, the Permittee shall post a sign at the entrance of the facility and each waste activity area showing the facility name, MPCA permit number, hours of operation, the acceptable waste, and any other relevant information. [Minn. R. 7035.2535, subp. 3]
3.1.30	The Permittee shall establish and maintain a personnel training program consisting of classroom instruction and on-the-job training. The program shall address the requirements identified in Minn. R. 7035.2545, subp. 3, and shall include the specific training necessary to perform the tasks associated with each solid waste management area within the facility. The Permittee shall maintain a record of all personnel training and submit the dates of training in the annual report. [Minn. R. 7035.2545, subp. 3]
3.1.31	The Permittee shall prepare and maintain an operations and maintenance manual for the facility. The manual shall include operations and maintenance criteria that are specific to each solid waste management area within the facility. [Minn. R. 7001.3300, subp. P]
3.1.32	The Permittee shall construct and maintain all-weather approach and access roads to all waste activity areas within the facility. [Minn. R. 7001.0150, subp. 3(E)]
3.1.33	**Storage Of Solid Waste.**
3.1.34	The Permittee shall provide satisfactory storage for all solid waste accumulated at the facility in accordance with Minn. R. 7035.0700 and Minn. R. 7035.2855. [Minn. R. 7035.0700, Minn. R. 7035.2855]
3.1.35	The Permittee shall keep the facility grounds and immediately adjacent property free of litter stemming from the facility operations. The facility grounds and adjacent property shall be inspected and cleared of all litter at least once per week. [Minn. R. 7001.0150, subp. 3(O)]
3.1.36	The Permittee shall manage the facility to be in compliance with Minn. R. 7011.0150 to prevent particulate matter from becoming airborne. [Minn. R. 7011.0150]
3.1.37	The Permittee shall manage all free liquids that have come in contact with solid waste so that the liquids are not discharged as stormwater. [Minn. R. 7001.0150, subp. 2]
3.1.38	The Permittee shall provide for the proper collection and transportation of solid waste in accordance with Minn. R. 7035.0800. [Minn. R. 7035.0800]
3.1.39	The Permittee shall provide effective measures to control flies, rodents and other insects or vermin as necessary. [Minn. R. 7001.0150, subp. 2]

3.1.40	The Permittee shall not accept the wastes identified in Minn. R. 7035.2535, subp. 1 for treatment, storage, processing, or disposal. [Minn. R. 7035.2535, subp. 1]
3.1.41	The Permittee shall manage industrial solid waste for each waste activity as specified in the approved plan in accordance with Minn. R. 7035.2535, subp. 5. The Permittee shall include the information required by Minn. R. 7035.2575, subp. 2, items B and C in the annual report for each industrial waste accepted at the facility. [Minn. R. 7035.2535, subp. 5]
3.1.42	The Permittee shall manage household hazardous waste for each waste activity as specified in the approved plan in accordance with Minn. R. 7035.2535, subp. 6. [Minn. R. 7035.25335, subp. 6]
3.1.43	The Permittee shall operate and maintain the stormwater management system for the facility with Best Management Practices to manage stormwater discharges in accordance with the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) Permit for the discharge of stormwater associated with an industrial activity and/or a construction activity. [Minn. R. 7001.1090]
3.1.44	The Permittee shall operate and maintain the facility to prevent pollution of groundwater and surface water, minimize the contamination of soils from solid waste, and maintain the facility in conformance with MPCA air pollution control rules in accordance with Minn. R. 7035.2565. [Minn. R. 7035.2565]
3.1.45	The Permittee shall provide and maintain adequate emergency equipment at the facility to control accidental fires, and make arrangements with the local fire protection agency to immediately acquire their services when needed. The Permittee shall also provide adequate communications equipment for emergency purposes. [Minn. R. 7035.2595, subp. 2&4]
3.1.46	The Permittee shall keep a written operating record at the facility in accordance with Minn. R. 7035.2575. [Minn. R. 7035.2575, subp. 2]
3.1.47	The Permittee shall inspect the facility in accordance with the schedule and items approved by the Commissioner as defined by Minn. R. 7035.2535, subp. 4. The Permittee shall record inspections in an inspection log or summary and shall keep these records for at least five years. [Minn. R. 7035.2535, subp. 4]
3.1.48	The Permittee shall maintain a copy of the approved emergency procedures manual at the facility for facility personnel to use in time of emergency. [Minn. R. 7035.2595, subp. 5]
3.1.49	The Permittee shall maintain a copy of the approved contingency action plan at the facility. [Minn. R. 7035.2615]
3.1.50	The Permittee shall maintain a copy of the approved facility closure plan, and all revisions to the plan, at the facility until closure is completed and certified in accordance with Minn. R. 7035.2635, subp. 3. [Minn. R. 7035.2625, subp. 3]
3.1.51	**Reporting Criteria.**
3.1.52	The Permittee shall submit an annual facility report for the preceding calendar year in accordance with Minn. R. 7035.2585 in a format prescribed by the MPCA. The annual facility report shall include waste types, volumes, management methods, and final destinations. When required of a waste activity, the report shall include summary evaluation reports and specific annual reporting requirements and monitoring results. The Permittee shall submit the report to the Commissioner according to the schedule in the Submittal/Action requirements section of this Permit. [Minn. R. 7035.2585]
3.1.53	**Contingency Action Criteria.**
3.1.54	The Permittee shall address all facility waste activities as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2615. [Minn. R. 7035.2615]
3.1.55	If a fire occurs in the waste deposit area, the Permittee shall immediately implement its contingency action plan to extinguish the fire. [Minn. R. 7001.0150, subp. 3(E)]
3.1.56	Within 24 hours of discovery of the fire, the Permittee shall provide notice to the MPCA that a fire has occurred and that the contingency action plan has been implemented. If the Permittee has not extinguished the fire within two weeks of notice, the Permittee shall again notify the MPCA and shall provide the name of the professional engineer that their Permittee has hire to develop a revised plan for further firefighting efforts. The Permittee shall submit the revised plan to the MPCA for review and approval within 15 days of the notice to the MPCA that a revised plan is being prepared. To be approved, their revised plan shall identify the action that will be taken to extinguish that fire, including sources for materials and equipment and a timeline for implementation, and shall be signed by a registered professional engineer. The Permittee shall implement the revised plan upon approval by the MPCA. [Minn. R. 7001.0150, subp. 3(E)]
3.1.57	The Permittee shall implement the actions necessary to comply with the contingency action requirements in accordance with Minn. R. 7035.2615. [Minn. R. 7035.2615, subp. 2]
3.1.58	The Permittee shall maintain and operate the facility to minimize the possibility of a fire, explosion, or any release

	to air, land, or water of pollutants that threaten human health or the environment in accordance with Minn. R. 7035.2595. [Minn. R. 7035.2595, subp. 1]
3.1.59	The Permittee shall take all reasonable containment measures during an emergency and submit a written report to the Commissioner in accordance with Minn. R. 7035.2605. [Minn. R. 7035.2605, subp. 1]
3.1.60	**Closure Criteria.**
3.1.61	The Permittee shall close each waste activity, or the entire facility as appropriate, as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2625. [Minn. R. 7035.2625]
3.1.62	The Permittee shall perform closure for each waste activity as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2635. [Minn. R. 7035.2635]
3.1.63	The Permittee shall complete closure activities for the waste activity area in accordance with the closure plan within 180 days following the beginning of closure as specified in the closure procedures above. [Minn. R. 7001.0150, subp. 3(E)]
3.1.64	**General Conditions.**
3.1.65	The MPCA's issuance of a permit does not release the Permittee from any liability, penalty, or duty imposed by Minnesota or federal statutes, or regulations, or local ordinances including, but not limited to, those promulgated pursuant to Minn. Stat. chs. 115, 115A, 116, 400 and 473. This permit shall be permissive only and shall not be construed as estopping or limiting any claims against the Permittee, its agents, contractors, or assigns, nor as estopping or limiting any legal claims of the state against the Permittee, its agents, contractors, or assigns for damages to state property, or for any violation of the terms of this permit. [Minn. R. 7001.0150, subp. 3(A)]
3.1.66	The MPCA's issuance of a permit does not prevent the future adoption by the MPCA of pollution control rules, standards, or enforcement orders more stringent than those now in existence and does not prevent the enforcement of these rules, standards, or enforcement orders against the Permittee. [Minn. R. 7001.0150, subp. 3(B)]
3.1.67	The permit does not convey a property right or an exclusive privilege. [Minn. R. 7001.0150, subp. 3(C)]
3.1.68	The MPCA's issuance of a permit does not obligate the MPCA to enforce local laws, rules or plans beyond that authorized by Minnesota Statutes. [Minn. R. 7001.0150, subp. 3(D)]
3.1.69	The Permittee shall perform the actions or conduct the activity authorized by the permit in accordance with the submittals and specifications approved by the MPCA and in compliance with the conditions of the permit. [Minn. R. 7001.0150, subp. 3(E)]
3.1.70	The Permittee shall at all times properly operate and maintain the facilities and systems of treatment and control and the appurtenances related to them which are installed or used by the Permittee to achieve compliance with the conditions of the permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. The Permittee shall install and maintain appropriate backup or auxiliary facilities if they are necessary to achieve compliance with the conditions of the permit and, for all permits other than hazardous waste facility permits, if these backup or auxiliary facilities are technically and economically feasible. [Minn. R. 7001.0150, subp. 3(F)]
3.1.71	The Permittee may not knowingly make a false or misleading statement, representation, or certification in a record, report, plan, or other document required to be submitted to the MPCA or the Commissioner by the permit. The Permittee shall immediately upon discovery report to the Commissioner an error or omission in these records, reports, submittals or other documents. [Minn. R. 7001.0150, subp. 3(G)]
3.1.72	The Permittee shall, when requested by the Commissioner, submit within a reasonable time the information and reports that are relevant to the control of pollution regarding the construction, modification, or operation of the facility covered by the permit or regarding the conduct of the activity covered by the permit. [Minn. R. 7001.0150, subp. 3(H)]
3.1.73	When authorized by Minn. Stat. 115.04, 115B.17, subd. 4 and 116.091, and upon presentation of proper credentials, the MPCA, or an authorized employee or agent of the MPCA, shall be allowed by the Permittee to enter at reasonable times upon the property of the Permittee to examine and copy books, papers, records, or memoranda pertaining to the construction, modification, or operation of the facility covered by the permit or pertaining to the activity covered by the permit; and to conduct surveys and investigations, including sampling or monitoring, pertaining to the construction, modification, or operation of the facility covered by the permit or pertaining to the activity covered by the permit. [Minn. R. 7001.0150, subp. 3(I)]
3.1.74	If the Permittee discovers, through any means, including notification by the MPCA, that noncompliance with a condition of the permit has occurred, the Permittee shall take all reasonable steps to minimize the adverse

	impacts on human health, public drinking water supplies, or the environment resulting from the noncompliance. [Minn. R. 7001.0150, subp. 3(J)]
3.1.75	If the Permittee discovers that noncompliance with a condition of the permit has occurred which could endanger human health, public drinking water supplies, or the environment, the Permittee shall, within 24 hours of the discovery of the noncompliance, orally notify the Commissioner. Within five (5) days of the discovery of the noncompliance, the Permittee shall submit to the Commissioner a written description of the noncompliance; the cause of the noncompliance; the exact dates of the period of the noncompliance; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. [Minn. R. 7001.0150, subp. 3(K)]
3.1.76	The Permittee shall report noncompliance with the permit not reported in the Notification of Noncompliance subheading above by submitting the information listed in Notification of Noncompliance within 30 days of the discovery of the noncompliance. [Minn. R. 7001.0150, subp. 3(L)]
3.1.77	The Permittee shall give advance notice to the Commissioner as soon as possible of planned physical alterations or additions to the permitted facility or activity that may result in noncompliance with a Minnesota or federal pollution control statute or rule or condition of the permit. [Minn. R. 7001.0150, subp. 3(M)]
3.1.78	The permit is not transferable to any person without the express written approval of the MPCA after compliance with the requirements of Minn. R. 7001.0190. A person to whom the permit has been transferred shall comply with the conditions of the permit. [Minn. R. 7001.0150, subp. 3 (N)]
3.1.79	The permit authorizes the Permittee to perform the activities described in the permit under the conditions of the permit. In issuing the permit, the state and MPCA assume no responsibility for damage to persons, property, or the environment caused by the activities of the Permittee in the conduct of its actions, including those activities authorized, directed, or undertaken under the permit. To the extent the state and MPCA may be liable for the activities of its employees, that liability is explicitly limited to that provided in the Tort Claims Act, Minn. Stat. 3.736. [Minn. R. 7001.0150, subp. 3(O)]
3.1.80	The Commissioner may commence proceedings to modify or revoke this permit during its terms if cause exists under Minn. R. 7001.0170 to 7001.0180. [Minn. R. 7001.0170-0180]
3.1.81	The provisions of this permit are severable. If any provision of this permit is held invalid, the remainder of this permit shall not be affected. [Minn. R. 7035.3200]
3.1.82	The Permittee may request an extension of the dates set forth in this permit including submittal dates. The request shall include justification for requesting the extension of the date. Based on the justification, the Commissioner may grant an extension. [Minn. R. 7001.0190, subp. 3(B)]
3.1.83	This permit is valid until the expiration date unless revoked or modified by the MPCA pursuant to Minn. R. 7001.0170 to 7001.0180. To allow for adequate MPCA review time and to avoid possible termination of the permit at the time the permit expires, an application for reissuance of the permit shall be submitted no later than 180 calendar days before the expiration date of the permit. [Minn. R. 7001.0150, subp. 1, Minn. R. 7001.3500, subp. 1]
3.1.84	The Permittee may not start storage or transfer of solid waste in a new solid waste management facility or in a modified portion of an existing solid waste management facility until the Commissioner has received a letter and as-built plans signed by the owner or operator and by an engineer registered in Minnesota certifying that the facility or modified portion of the facility has been constructed in compliance with the conditions of the permit. [Minn. R. 7001.3500, subp. 3(B)]
3.1.85	The Permittee may not start storage or transfer of solid waste in a new solid waste management facility or in a modified portion of an existing solid waste management facility until the Commissioner has inspected the new facility or modified portion of the facility and has provided the owner or operator with a letter stating that the certification submitted is complete and approved. [Minn. R. 7001.3500, subp. 3(B (2))]
3.1.86	The Permittee may not start storage or transfer of solid waste in a new solid waste management facility or in a modified portion of an existing solid waste management facility until the Commissioner has approved the financial assurance amount and instrument to be used for the facility in accordance with Minn. R. 7035.2665 to 7035.2805. [Minn. R. 7001.3500, subp. 3 (B (3))]
3.1.87	**Specific Conditions.**
3.1.88	The Permittee shall provide a separate storage area for the transfer of major appliances, as defined in Minn. Stat. 115A.03, such that damage to the units is minimized during handling. The Permittee shall ensure that the proper removal of hazardous components and refrigerant gases is performed by a certified appliance processor. The Permittee shall transfer all appliances off-site at least annually, with the number of appliances recycled and the

	destination included in the annual report. [Minn. R. 7001.0150, subp. 2]
3.1.89	The Permittee shall provide a storage area for lead acid batteries such that damage to the units is minimized during handling. The storage area shall include a secondary containment device to contain any releases. [Minn. R. 7001.0150, subp. 2]
3.1.90	The Permittee shall provide a separate storage area for the storage and transfer of electronics. As used in this permit, "electronics" includes but is not limited to televisions, computer monitors, computers, microwaves, and other devices that have wiring, circuitry, circuit boards, batteries, and other similar components. The Permittee shall store and manage electronics indoors and in a manner that prevents damage and the release of hazardous components. The Permittee shall transport electronics stored at the Facility off-site for recycling or disposal at an appropriate facility at least annually and the Permittee shall note the volume and the destination in the annual report. [Minn. R. 7001.0150, subp. 2]
3.1.91	The Permittee shall provide a separate storage area for the storage of scrap metal. The Permittee shall manage all scrap metal within the designated area on site. [Minn. R. 7001.0150, subp. 2]
3.1.92	The Permittee shall identify a designated waste tire storage area. The Permittee may store a maximum of 2,000 passenger tire equivalents (PTE) in this area. [Minn. R. 9220.0450, subp. 3(D)]
3.1.93	The Permittee shall maintain all tire piles in a manner that keeps the piles free of vegetation, mosquitoes and rodents. [Minn. R. 9220.0450, subp. 3(H)]
3.1.94	The Permittee shall divert surface water drainage around and away from the waste tire storage area. [Minn. R. 9220.0450, subp. 3(I)]
3.1.95	The Permittee shall not conduct any operations involving the use of open flames, blow torches, or highly flammable substances within 50 feet of a waste tire pile. [Minn. R. 9220.0450, subp. 3(A)]
3.1.96	The Permittee shall arrange for the transportation and disposal of the waste tires by a licensed tire hauler. The Permittee shall include the number of tires transferred, the licensed hauler's MPCA transporter identification number, and the tire disposal destination in the facility's annual report. [Minn. R. 7001.0150, subp. 2]
3.1.97	The Permittee may provide a separate storage area for the storage of concrete. If the Permittee elects to store concrete in a separate area, the Permittee shall crush the concrete on a regular basis, not to exceed three years. [Minn. R. 7001.0150, subp. 2]
TR 001	**Solid Waste Transfer Area**
3.2.1	**Design And Construction Criteria.**
3.2.2	The Permittee shall design any proposed future expansions or modifications of the solid waste transfer area in accordance with the design requirements outlined in Minn. R. 7035.2870, subp. 4. [Minn. R. 7035.2870, subp. 4(B)]
3.2.3	**Operating And Maintenance Criteria.**
3.2.4	The Permittee shall transport all solid waste that is received at the facility, to a solid waste disposal or recycling facility that has been permitted to accept such waste by the appropriate regulatory agency. [Minn. R. 7035.2870, subp. 2]
3.2.5	The Permittee shall operate the transfer area in accordance with the approved operating and maintenance manual, and in accordance with Minn. R. 7035.2870, subp. 5. [Minn. R. 7001.0150, subp. 2-3, Minn. R. 7035.2870, subp. 1]
3.2.6	The Permittee shall keep the facility doors closed to minimize odors, dust, noise and litter except when vehicles are expected to be entering or leaving the facility. [Minn. R. 7035.2870, subp. 5(D)]
3.2.7	The Permittee shall keep roads, gates, doors, and tipping floor areas clear of obstructions at all times. [Minn. R. 7035.2870, subp. 5(A)]
3.2.8	The Permittee shall confine all solid waste within the tipping floor area or other designated processing or storage area. [Minn. R. 7035.2870, subp. 5(F)]
3.2.9	The Permittee shall maintain the facility and all equipment in good working condition. [Minn. R. 7035.2870, subp. 5(E)]
3.2.10	The Permittee shall clear the tipping floor and storage areas of waste, and clean the areas at least once every seven days. [Minn. R. 7035.2870, subp. 5(H)]
3.2.11	The Permittee shall clean all traps of waste each time the facility tipping floors and storage areas are cleaned. [Minn. R. 7035.2870, subp. 5(O)]
3.2.12	The Permittee shall remove liquids from the facility's sump before reaching capacity, or more often as necessary

	to prevent odors. [Minn. R. 7035.2870, subp. 5(C)]
3.2.13	The Permittee shall transfer or store all industrial waste or mixed municipal solid waste at the facility in: 1) a completely enclosed structure, 2) containers constructed of impervious materials and designed to prevent leakage, or 3) in a designated solid waste storage area meeting the storage standards of Minn. R. 7035.2855. [Minn. R. 7035.2870, subp. 5(C)]
3.2.14	The Permittee shall containerize or store all separated salvageable and recyclable materials in a designated area. The Permittee shall remove all separated salvageable and recyclable materials from the facility when the capacity of the container or designated area is reached. [Minn. R. 7035.2870, subp. 5(G)]
3.2.15	The Permittee shall manage all putrescible waste remaining at the facility at the end of the working day. The remaining putrescible waste shall be: 1) properly disposed of, 2) stored in an enclosed structure, or 3) stored in containers constructed of impervious materials and designed to prevent leakage and to prevent precipitation, insects, and other vectors from coming in contact with the waste. [Minn. R. 7035.2870, subp. 5(C)]
3.2.16	Downward sloped vehicle ramps must be less than a ten percent grade, and upward sloped vehicle ramps must be less than a six percent grade. [Minn. R. 7035.2870, subp. 4(C)]
3.2.17	The facility must include an area for the storage of bulky items such as mattresses and large appliances. [Minn. R. 7035.2870, subp. 4(C)]
3.2.18	The facility must include an area where unacceptable materials may be safely stored prior to removal from the facility. [Minn. R. 7035.2870, subp. 4(E)]
3.2.19	The facility must be designed to control litter. [Minn. R. 7035.2870, subp. 4(E)]
3.2.20	The facility must include access control structures to prevent unauthorized access when the facility is not open. [Minn. R. 7035.2870, subp. 4(F)]
3.2.21	Noncontainerized waste stored outdoors must be stored in an area that meets the solid waste storage standards in Minn. R. 7035.2855. [Minn. R. 7035.2870, subp. 4.G.]
3.2.22	All surfaces coming into contact with waste must be constructed of a material that is readily cleanable. [Minn. R. 7035.2870, subp. 4.H.(5)]
3.2.23	The facility floor must include a trap to collect solids and a sump that has been adequately sized to collect and contain liquids used during periodic facility washdown. [Minn. R. 7035.2870, subp. 4.H.(6)]
3.2.24	All floors must be sloped such that free moisture from the waste operations is confined to the tipping floor, and liquids applied to the surface for cleaning purposes can be collected for treatment or disposal from the tipping floor or from a sump, if present. [Minn. R. 7035.2870, subp.4.H.(7)]
3.2.25	Stormwater must be routed away from the structure through the use of a leakproof roof, adequate gutters and down spouts, and the building apron must be graded to promote positive drainage away from the building. [Minn. R. 7035.2870, subp.4.H.(8)]

4. Waste capacity table

Waste activity	ID	Status	Permitted area	Permitted area units	Permitted capacity	Permitted capacity (Units)	Design capacity	Design capacity (Units)
Transfer Station	TR 001	Active / Existing	10	acre	50	ton/dy	50	ton/dy

5. Submittal/Action requirements

SW-295	Carlton County North Transfer Station
5.1.1	The Permittee shall submit an annual facility report : Due annually, by the 1st of February. [Minn. R. 7035.2595]

5.1.2	At a minimum of 180 days before the expiration date of this Permit, the Permittee shall submit an application for permit reissuance : Due 3472 calendar days after Permit Issuance Date. [Minn. R. 7001.0040, subp. 3]

WLSSD Numbers

WLSSD Transfer Station Tons and Truck Traffic	Monday-Friday*	Saturday*
Number of Licensed Hauler Trucks per Day	70-75	15-20
Tons delivered to Transfer Station per Day	300-400	75-85
Transfer Trailers to Superior Landfill per Day	20-25	3-5

*Averages

10 Year Total Waste Through Transfer Station Totals

Year	Total Tons
2008	88,496
2009	82,377
2010	82,538
2011	79,539
2012	80,406
2013	77,997
2014	78,468
2015	83,776
2016	86,306
2017	88,293

Carlton County Numbers

Carlton County Transfer Station Tons and Truck Traffic	Monday-Saturday*
Tons Delivered by Licensed Haulers to Transfer Station Per Day	41
Total Tons Delivered by Licensed Haulers, Private Households and Businesses to Transfer Station per Day	53
Transfer Trailers to Superior Landfill	1-3 per day

*Averages

10 Year Total Waste Through Transfer Station Totals

Year	Total Tons
2008	16,640
2009	16,174
2010	16,773
2011	15,865
2012	15,085
2013	14,461
2014	14,528
2015	15,263
2016	16,395
2017	16,794