

**THIRD AMENDMENT TO THE AGREEMENT  
BETWEEN RAMSEY COUNTY AND BAY WEST, LLC.  
FOR HOUSEHOLD HAZARDOUS WASTE AND  
VERY SMALL QUANTITY GENERATOR HAZARDOUS WASTE  
MANAGEMENT SERVICES**

WHEREAS, Ramsey County ("County") and Bay West, LLC. ("Vendor" or "Contractor") entered into an Agreement from January 1, 2013, through December 31, 2017, for Household Hazardous Waste and Very Small Generator Hazardous Waste Management Services; and

WHEREAS, The Agreement was amended to add an additional five-year term from January 1, 2018, through December 31, 2022; and amended a second time to add an additional three-year term from January 1, 2023, through December 31, 2025, with the option of two one-year renewals; and

WHEREAS, Ramsey County has built an Environmental Services Center, the building of which is significantly ahead of schedule. Ramsey County wishes to utilize this facility while also honoring its contract with Bay West. The Parties have therefore agreed that Bay West shall cease operating from its facility on March 31, 2025, and begin operating at the Ramsey County facility on April 1, 2025; and

THEREFORE, The parties agree to amend the Agreement as follows:

In this Amendment, added terms will be underlined and deleted terms will be ~~struck out~~.

**Section A. Definitions is amended as follows:**

1. **Acceptable Household Hazardous Waste (Acceptable HHW):** All HHW delivered by County Residents to Vendor's ~~Year-round Facility (Vendor Facility) or Vendor's Satellite Unit~~ County's Environmental Service Center (County Facility) except for Unacceptable Materials. Latex paint, driveway sealer, residential lead paint waste, sharps, batteries, fluorescent lamps, electronic waste, automotive fluids, and unidentified wastes are Acceptable HHW. Wastes from cleanup activities that are determined by the Department to be HHW are Acceptable HHW.

2. **Agreement:** This agreement, all amendments, and the Appendices, which are attached and incorporated herein.

~~2A. **Annual Total Fee:** This fee includes program labor, base monthly fees, and pass-through costs (satellite site insurance, mileage, and hazardous waste license fees) for contract years 2023, 2024, 2025, and any renewals thereafter. The annual fee does not include household hazardous waste (HHW) pick-up service or Part A, Part B cylinder evacuation fees. Additionally, it does not include the 3-year insurance premium which will be due in full in January 2023.~~ This fee includes program labor, base monthly fees, and pass-through costs (mileage and hazardous waste license fees). The annual fee does not include household hazardous waste (HHW) pick-up service or Part A, Part B cylinder evacuation fees.

3. **Appendices:** Appendix A A-1: Description of Vendor's and County's HHW Facilities; Appendix B B-1: Management of Unidentified Waste Received at ~~Vendor's Household Hazardous Waste Facilities~~; Appendix C C-1: Operating Procedures; Appendix D, D-1, D-2, and D-3: Fee Schedules; Appendix E E-1: Service Guarantees; Appendix F F-1: Product Reuse Program; Appendix G: ~~Description of County Satellite Sites~~; Appendix H H-1: VSQG Collection Services.

4. **County's HHW Coordinator:** The Saint Paul - Ramsey County Public Health, Environmental Health Section Division Manager, or designee.

5. **County Resident:** Person residing in Ramsey County, and such other persons as specifically authorized by the County's HHW Coordinator.

*Susanne Brant*

6. **Department:** Saint Paul - Ramsey County Public Health.

7. **Facility:** That portion of the Vendor's facility, which shall be utilized until March 31, 2025, located at 5 Empire Drive, Saint Paul, Minnesota, 55103-1867, that is designated for HHW collection and for activities directly related to HHW collection and includes all real property, fixtures, buildings and improvements. Beginning on April 1, 2025, "Facility" shall refer to the County Facility located at 1700 Kent Street, Roseville, MN 55113.

8. **Facility Equipment:** All equipment at the Facility used for the HHW program, including spare parts and tools inventory, devices used for moving equipment and material, office furniture, shelving, unused packaging supplies and containers, storage containers, safety equipment, and computer equipment and software.

9. **Hazardous Waste:** As defined in Minnesota Statutes, Section 116.06, Subd. 11 (2004), as amended from time to time.

10. **Hazardous Waste Processing/Disposal:** Interim management and final disposition of Hazardous Waste, including, but not limited to, recycling, fuel-blending, Hazardous Waste incineration, Hazardous Waste treatment, or Hazardous Waste land disposal.

11. **Household:** As defined in Minnesota Statutes, Section 11SA.96, Subd. 1 (a), as amended from time to time.

12. **Household Hazardous Waste (HHW):** As defined in Minnesota Statutes, Section 11SA.96, Subd. 1 (b), as amended from time to time.

13. **Management Facility:** ~~One or more permanent, temporary, mobile, satellite, or event sites~~ The Vendor and County Facilities established and operated pursuant to the State Contract and available for use by County Residents.

14. **Receiving Hours:** Hours during which ~~Vendor's HHW Facilities~~ the Facility is ~~Vendor and County Facilities are~~ open to County Residents, pursuant to Section E of this Agreement.

15. **Seasonal Satellite Site:** ~~A site provided by the County where Vendor's Satellite Unit is placed. A Seasonal Satellite Site may be either recurring (operates more than one day per week for one or more multi-week periods per year), or at an event (operates for one day or several days on a one-time basis, sometimes in conjunction with a community clean-up or similar event).~~

16. **State:** The State of Minnesota, acting through the Minnesota Pollution Control Agency.

17. **State Contract for Operation of a HHW Management Program (hereinafter, "State HHW Program Contract"):** The Contract between the State of Minnesota and Ramsey County for the Operation of a Household Hazardous Waste Management Program.

18. **State Master Disposal Contract Vendor:** A vendor that provides HHW management services pursuant to a contract entered into with and by the State and made available for the management of Acceptable HHW. Such contracts include, but are not limited to, State of Minnesota Hazardous Waste Management Contracts; Fluorescent/HID Lamps, Ballasts and Mercury Products; Recycling and Disposal Contract; and any other contract entered into by the State to manage Acceptable HHW.

19. **Unacceptable Materials:** Tires, lead acid batteries, major appliances, household batteries, Hazardous Waste that exceeds VSQG status, and all other wastes that are not HHW and that are not from household activities. This list may be amended upon mutual agreement in writing between the County's HHW Coordinator and the Vendor's HHW Coordinator.

20. **Vendor's HHW Coordinator:** Project Manager or designee.

21. **Vendor's HHW Facilities:** HHW program Management Facilities, including but not limited to the following:

~~21.1 Vendor's Year-round Facility:~~ That portion of the Vendor's facility, located at 5 Empire Drive, Saint Paul, Minnesota, 55103-1867, that is designated for HHW collection and for activities directly related to HHW collection which shall be utilized until March 31, 2025.

~~21.2 Vendor's Satellite Unit:~~ Vendor's Satellite Unit will operate on Seasonal Satellite Sites out of a van type truck, or equivalent, that is licensed to transport collected HHW. The truck also contains spill kits, a waste characterization kit, personal protective equipment, clean up equipment, a first aid kit, a dedicated portable phone, and all documents necessary for safe site operation and waste transportation.

21A. Ramsey County's HHW Facility: Ramsey County's Environmental Service Center located at 1700 Kent Street, Roseville, MN 55113, which shall be utilized beginning April 1, 2025.

22. **Very Small Quantity Generator (VSQG):** A Hazardous Waste generator ~~that who~~ is classified as a VSQG in accordance with Minn. Rules pt. 7045.0206 and 7045.0292, subp. 6 5 (H) and ~~who~~ has not lost VSQG generator status.

## **Section B: Obligations of the Vendor is amended as follows:**

The Vendor will:

1. Provide HHW and VSQG collection services at Vendor's ~~Year-round Facility~~ until March 31, 2025, as described in Appendix A-1 and VSQG collection as described in Appendix H-1 in accordance with all applicable federal, state, and local laws, rules, regulations, licenses, permits, and other approvals.

~~2. Provide Vendor's Satellite Unit at Seasonal Satellite Sites and community collection events, as described in Appendix A, in accordance with all applicable federal, State, and local laws, rules, regulations, licenses, permits, and other approvals, including local permits obtained by Ramsey County.~~

~~At the direction of the County's HHW Coordinator, the Vendor must operate Vendor's Satellite Unit at Satellite Sites and designated community clean up events. The County will determine the schedule and location of satellite sites and community clean up events. The County will provide an annual estimate of dates and locations at the beginning of each calendar year, and will provide final dates and locations at least one month in advance. Seasonal Satellite sites and community clean up events will operate between April 1 and October 31. Satellite sites will operate on at least 65 dates and no more than 100 dates. The County may, in consultation with the Vendor, schedule no more than three (3)~~

satellite site collections per day during this time period. There will be no more than 20 community collection events in a calendar year.

2. Provide HHW and VSQG collection services at County's Facility beginning on April 1, 2025, as described in Appendix A-1 and Appendix H-1 in accordance with all applicable federal, state, and local laws, rules, regulations, licenses, permits, and other approvals.

3. For the HHW Program, provide all staffing and expertise necessary to operate ~~Vendor's Year-round Facility and Vendor's Satellite Unit~~, including but not limited to the following steps:

- a) Have the HHW sites open to County Residents during Receiving Hours.
- b) Ensure that traffic is directed in an efficient and safe manner. ~~At County Satellite Sites the Vendor will be responsible, after consultation with the County, for placing and removing temporary signs provided by the County directing the public to the satellite sites.~~
- c) Verify with their driver's license or other identification acceptable to the County that individual is a County Resident or that the waste is from a residence in the County and is the result of normal household activities at that residence. Collect relevant information from the driver's license, or other form of acceptable identification, as requested by the County.
- d) Take reasonable steps to ascertain that waste is only from households. Inform other than household sources that they cannot deliver Hazardous Wastes or any other wastes at the HHW site.

If waste is from other than household sources, determine if the generator meets VSQG status and accept the waste as described in Appendix H-1. For Hazardous Waste quantities that do not qualify the generator as a VSQG, to the degree reasonably possible, obtain name of person, name of business, address, vehicle license plate number, type of wastes, and quantities of wastes, and transmit this information to the County's HHW Coordinator in writing. Provide information supplied by the Department concerning Hazardous Waste regulations and requirements.

In the event that quantities of wastes are left anonymously ~~at Vendor's Year-round Facility or Vendor's Satellite Sites~~ during times other than Receiving Hours, the Vendor shall assume these wastes are from households. Vendor will record the wastes as from an unknown participant and process them through the same procedures as for any other identified or unidentified waste, as appropriate. Vendor shall make reasonable efforts to minimize wastes being left ~~at Year-round Facility~~ during times other than Receiving Hours.

- e) Survey each County Resident using the HHW sites, as directed by the County's HHW Coordinator.
- f) Determine if wastes are Acceptable HHW and remove Acceptable HHW from the resident's vehicle or accept from resident if vehicle not present. Residents dropping off sharps will be instructed to place their sharps directly into the collection container ~~at the Bay West facility~~.
- g) Not accept Unacceptable Materials. Provide the resident with written information supplied by the Department concerning options for management.

- h) If wastes are not immediately identifiable, follow procedures for management of unidentified waste in Appendix B-1.
- i) Prepare Acceptable HHW for transportation and waste processing/disposal in a cost-effective manner.
- j) Operate a product reuse program at ~~Vendor's Year-round HHW Facility~~ in accordance with Appendix F-1.
- k) Operate HHW facilities in a clean, orderly, safe manner, and in accordance with Appendix C-1.
- l) Prepare Emergency Contingency Plans for each Management Facility and provide copies to the County upon request.
- m) Notify the County's HHW Coordinator immediately in the event of an emergency or temporary closure.
- n) Maintain signs in good condition.
- o) At the request of the County HHW Coordinator, provide participants with other information supplied by the County.
- p) Provide and operate a product reuse program at ~~the Vendor's Year-round Facility~~, in accordance with Appendix F-1.

4. Properly package and prepare for transport of Acceptable HHW and VSQG HW to, and provide for processing/disposal at, Hazardous Waste Processing/Disposal Facilities or other appropriate facilities, pursuant to the State HHW Program Contract.

5. Report monthly to County's HHW Coordinator regarding the following items: Quantities of wastes managed; types of waste; type of management used for each type of waste; number of participants per day by site; VSQG participation, legible copies of uniform Hazardous Waste manifests and certificate of disposal or recycling; and other information deemed necessary by County's HHW Coordinator in a form specified by County's HHW Coordinator.

6. Establish and operate the HHW and VSQG Management Facilities pursuant to the conditions and requirements set forth in the State HHW Program Contract. This will include, but is not limited to:

- a) Equip ~~Vendor's~~ HHW and VSQG Facilities with an adequate supply of personal protective equipment and emergency equipment as specified in the State HHW Program Contract.
- b) Notify County's HHW Coordinator of staffing arrangements in accordance with the State HHW Program Contract.
- c) Train all staff who operate ~~Vendor's~~ HHW and VSQG Facilities using a State-approved training program.
- d) Comply with the closure requirements in the State HHW Program Contract.

e) Assist the County in preparing an annual report to the State as required in the State HHW Program Contract.

7. Deliver service guarantees to the County, County Residents, and County VSQGs in accordance with Appendix E-1.

**Section C. Obligations of Ramsey County is amended as follows:**

The County will:

1. Provide a comprehensive public education program to publicize hours of operation and waste types accepted at the sites, and to provide information to the public on options for managing specific types of HHW and VSQG HW.
2. Develop and provide survey instruments to be used by the Vendor.
3. Provide copies of written information for the Vendor to distribute concerning Hazardous Waste regulations and requirements.
4. Provide copies of written information for the Vendor to distribute concerning options for managing Unacceptable Materials.
5. Provide overall coordination for the HHW and VSQG management program in cooperation with the Vendor.
- ~~6. Provide Seasonal Satellite Sites as described in Appendix G.~~
- ~~7. Provide temporary signs for placement by the Vendor at or near Seasonal Satellite Sites.~~
8. Previously deleted.
9. Send invoices and collect funds from VSQGs for the services provided by the Vendor for VSQG Collection.
10. Provide for HHW collection at County's Facility beginning April 1, 2025.

**Section E. Receiving Hours is amended as follows:**

1. Vendor shall keep ~~Vendor's Year-round~~ Facility open to County Residents on days and times as specified in writing by the County's HHW Coordinator.
- ~~2. Vendor will provide Vendor's Satellite Unit at Seasonal Satellite Sites at locations and days as specified in writing by the County's HHW Coordinator. The County will provide the Vendor with a written notice to proceed no less than 30 days prior to the operation of any Seasonal Satellite Site or community clean-up event.~~

3. ~~Vendor's HHW Facilities and VSQG Facilities~~ will be closed to County Residents on the following holidays and any others that may be agreed to by the parties: New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

4. The Receiving Hours may be changed upon a minimum of thirty (30) days' notice from the County's HHW Coordinator, but any change shall not increase the number of total hours ~~in a year~~ above 1,400 hours at the Vendor's Facility until March 31, 2025, and 12,480 labor hours at the County's Facility between April 1, 2025, and December 31, 2025.

5. The Vendor may receive HHW and VSQG HW ~~at the Vendor's Year-round Facility~~ by appointment at times other than Receiving Hours.

6. The Vendor shall operate the Product Reuse service during the same days and hours as ~~the HHW Year-Round Facility~~ is open for HHW Collection.

**Section F. Termination of Satellite Operation is deleted in its entirety:**

~~In the event that the satellite operation (Vendor's Satellite Unit placed on Seasonal Satellite Sites) is underutilized by County Residents, or it is otherwise determined by the County to be in the best interests of the County to terminate the satellite operation, the County's HHW Coordinator will give the Vendor thirty (30) days notice of termination of the Satellite Unit.~~

**Section H. Service Fee is amended as follows:**

The County will compensate the vendor for the services provided pursuant to this Agreement in the manner described in this section.

1. The County will pay the fees for contract years 2013-2017 in accordance with Appendix D, contract years 2018-2022 in accordance with Appendix D-1, contract years 2023-2024 contract years 2023-2025 in accordance with Appendix D-2 until execution of this Amendment, and contract years 2024-2025 in accordance with Appendix D-3 upon execution of this Amendment.
2. Appendix ~~D-2~~ D-3 may be modified upon mutual written agreement of the County's HHW Coordinator and the Vendor's HHW Coordinator provided that such modification will not increase the County's overall costs for HHW management.

**Section I. Maximum Payment is amended by the following:**

The Maximum Payment to be made by the County will be based upon all fees and costs as established in Appendix D for contract years 2013-2017, in accordance with Appendix D-1 for contract years 2018-2022, ~~and Appendix D-2 for contract years 2023-2025~~ 2024 until execution of this Amendment, and Appendix D-3 for contract years 2024-2025 upon execution of this Amendment, and will not exceed the amounts set forth for each calendar year:

|      |             |
|------|-------------|
| 2013 | \$968,090   |
| 2014 | \$935,812   |
| 2015 | \$959,652   |
| 2016 | \$984,003   |
| 2017 | \$1,009,188 |
| 2018 | \$950,370   |
| 2019 | \$929,512   |
| 2020 | \$946,024   |
| 2021 | \$962,836   |
| 2022 | \$979,950   |
| 2023 | \$1,096,964 |
| 2024 | \$1,104,861 |
| 2025 | \$1,155,152 |

In the event the cost of the Vendor's services is approaching the maximum payment because of an unexpected occurrence during the year which results in an unanticipated increase in the number of participants or containers, the County and Vendor may amend the maximum payment for that year. Such amendment shall be in accordance with Section M.4. of this Agreement. ~~All other terms and conditions of the Contract unless amended herein shall remain in full force and effect.~~

**Section M.15. Insurance is amended as follows:**

**15. Insurance -**

A. The Vendor shall purchase and maintain such insurance as will protect the Vendor from claims which may arise out of, or result from, the Vendor's operations under the Agreement, whether such operations are by the Vendor or by any subcontractor or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable.

B. Vendor shall secure the following coverages and certifies compliance with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the County.

1) General Liability Insurance

Commercial General Liability Insurance (ISO CGL), Minimum Limits:

\$2,000,000 each event limit

\$2,000,000 general aggregate

\$2,000,000 products/completed operations total limit

\$2,000,000 personal injury & advertising liability

The policy is to be written as acceptable to the County Attorney. Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. Such coverage must include the following with no internal sub-limits: premises and operations, and independent contractor's • broad form comprehensive general liability endorsement. Certificate of Insurance must indicate if



the policy is issued pursuant to this required language. If coverage is carried on a claims-made basis:

- (a) the retroactive date shall be noted on the certificate and shall be prior to or the day of the inception of this Agreement with the County, and
- (b) evidence of this coverage shall be provided for five years beyond the expiration of this Agreement

Coverage shall include contractual liability coverage either on a blanket or specific basis to cover this Agreement. Ramsey County, its officials and employees, shall be listed as additional insured; a separation of insured endorsement shall be provided to the benefit of the County. Coverage shall provide for deletion of the CCC exclusion or broad form property damages.

2) Automobile Liability Insurance

- (a) Minimum limit: \$5,000,000 combined single limit
- (b) Coverage shall include hired, non-owned and owned automobiles. Such coverage shall include pollution liability to cover use of any auto.

3) Workers' Compensation Insurance

Vendor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Vendor's employees, subcontractors and agents will not be considered County employees. Vendor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Vendor from Workers' Compensation insurance or if the Vendor has no employees in the State of Minnesota, Vendor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Vendor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Vendor becomes eligible for Workers' Compensation, the Vendor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

4) Pollution Liability Insurance

- (a) Contractor pollution liability
  - (1) \$5,000,000 per claim
  - (2) \$5,000,000 aggregate
- (b) Pollution legal liability
  - (1) \$5,000,000 per claim
  - (2) \$5,000,000 aggregate
- (c) Such coverages shall have no internal sub-limits and transportation risks shall be covered. If coverage is carried on a claims-made basis, then:
  - (1) the retroactive date shall be noted on certificate and shall be prior to or the day of the inception of this Agreement with the County; and
  - (2) evidence of this coverage shall be provided for five years beyond the expiration of this

Agreement.

Ramsey County, its officials and employees, shall be listed as primary additional insureds; a separation of insureds endorsement shall be provided. Contractual liability coverage shall be provided covering this Agreement.

- 5) Property insurance coverage on an all risk, replacement cost basis covering all personal and/or real property of vendor, its officials, employees and agents. Such policy shall contain a waiver of subrogation.
- C. The Vendor shall notify its insurers that the County is requiring third party notice of mid-term cancellation pursuant to Minn. Stat. §60A.36, on the same terms and conditions upon which such notice shall be provided by said insurers to the Vendor. These obligations shall be acknowledged on any Certificates of Insurance provided to the County.
- D. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Vendor to purchase and maintain additional insurance that may be necessary in connection with this Agreement. The insurance program covering this Agreement shall include no SIRs; deductibles are permitted. If Vendor is self-funded for any coverages, documentation evidencing such coverage shall be submitted to the County Attorney for approval, in its sole discretion.
- E. The Vendor shall not commence work until the Vendor has obtained the required insurance and filed an acceptable certificate of insurance with the County Attorney. Copies of insurance policies shall be submitted to the County upon request.
- F. Nothing in this Agreement shall constitute a waiver by the County of any statutory limits or exceptions on liability.
- G. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's rating for the insurer shall be noted on the certificate, and shall not be less than a A.
- H. The Vendor agrees to purchase an extended reporting endorsement (for a minimum of 5 years) for its pollution liability policies stated in sections 4 a) and 4 b) above. The cost for this endorsement will be at the sole expense of the Vendor. The Vendor may fulfill this requirement by renewing its current policies for five successive one-(1) year terms after the expiration of this Agreement.
- I. Vendor shall add the Ramsey County Environmental Service Center as an additional insured location in the Certificate of Insurance description section.

**Section M.22. Appendices is deleted in its entirety and replaced with the following:**

22. **Appendices** - The following appendices are attached to this Agreement and incorporated herein:

- A-1 Description of Vendor's and County's HHW Facilities
- B-1 Management of Unidentified Waste Received at Household Hazardous Waste Facilities
- C-1 Operating Procedures
- D Fee Schedule for Household Hazardous Waste Program Operations 2013-2017
- D-1 Fee Schedule for Household Hazardous Waste Program Operations 2018- 2022
- D-2 Fee Schedule for Household Hazardous Waste Program Operations 2023-2025 (Amendment 2)
- D-3 Fee Schedule for Household Hazardous Waste Program Operations 2024-2025 (Amendment 3)
- E-1 Service Guarantees
- F-1 Product Reuse Program
- G. Deleted in its entirety.
- H-1. VSQG Collection Services

**Except as modified herein, the terms of the Agreement shall remain in full force and effect.**

## APPENDIX A-1

### DESCRIPTION OF VENDOR'S AND COUNTY'S HHW FACILITIES

#### **Vendor's Facility**

Vendor will use a portion of its existing facility at 5 Empire Drive in Saint Paul as Vendor's Facility to provide HHW and VSQG services until March 31, 2025. The building is a facility with central heat in both office and warehouse areas.

At Vendor's Facility, Vendor will conduct collection activities within a drive-through shelter on the east side of the building. Vendor shall maintain the HHW and VSQG collection area, which includes but is not limited to the following: a sealed, impervious surface; curbing; weather protection; and signage. Sorting, processing, packaging, and short-term storage of the collected waste will take place on site. Vendor will arrange for transportation and processing/disposal of HHW and VSQG Hazardous Waste using only State Master Disposal Contract disposal vendors, unless otherwise specified by the County.

#### **County Facility**

Ramsey County's Facility at the Environmental Service Center (ESC) will serve as the HHW collection Facility beginning April 1, 2025. Vendor will conduct collection activities within a covered drive-through on the west side of the building. Sorting, processing, packaging, and short-term storage of the collected waste will take place on site. Vendor will arrange for transportation and processing/disposal of HHW and VSQG Hazardous Waste using only State Master Disposal Contract disposal vendors, unless otherwise specified by the County. Vendor will provide staff to oversee Recycling Collection containers to ensure residents are dropping acceptable recyclables in the correct bins.

Vendor will notify the County of any facility changes which will affect the operation of the HHW program.

## APPENDIX B-1

### MANAGEMENT OF UNIDENTIFIED WASTE RECEIVED AT HHW FACILITIES

Upon receiving wastes, the Vendor will ask the County Resident to remain until all items delivered have been sorted. Any container with no or questionable markings will be managed by the following procedures:

Step 1: Vendor's personnel will interview the County Resident for any information known or suspected regarding the material.

Step 2: Vendor's personnel will utilize basic field testing of the material to attempt to identify the presence of any hazardous characteristics. Testing includes but is not limited to pH and the presence of organic compounds. Equipment available for testing includes an oxygen meter, a threshold limit value meter, a photo-ionization device, and a combustible/ignitable gas meter. There will be no charge to Ramsey County for these tests beyond the labor time required.

Step 3: If a hazard class can be determined, the material will be packed or consolidated for transportation and processing/disposal. If the material is to be consolidated/bulked, an aliquot from the consolidation drum will be performed to determine compatibility with drum contents. If there is no reaction, the material will be added to the consolidation drum. If there is a reaction, the material may require further analysis.

Step 4: If the hazard class cannot be determined, the Vendor shall notify the County's HHW Coordinator and request authorization to utilize an appropriate State-certified laboratory for further hazcat or characterization testing. If authorization is granted, the Vendor shall arrange for testing at the County's expense (i.e., pass-through). Once testing is completed, the Vendor will package the material for proper disposal.

The Vendor expects that the majority of unlabeled containers will be identified as a result of Steps 1 through 3. Additional field characterization tests may be implemented to minimize the need for Step 4 (use of a laboratory).

The Vendor's HHW Coordinator and County's HHW Coordinator may modify these procedures upon mutual written agreement.

## APPENDIX C-1

### OPERATING PROCEDURES

#### Staffing

- **Vendor's Facility.** The Vendor shall provide a level of staffing adequate to service participants in a timely manner, and in accordance with Appendix E-1. At a minimum, this shall include an operations specialist and a technician during operations at the Vendor's Facility until March 31, 2025.
- **County's Facility.** Minimum staffing levels at the County's HHW Facility beginning on April 1, 2025, shall include an operations specialist, an HHW technician, a reuse room attendant, and a recycling drop off attendant during Receiving Hours. The Vendor will provide 12,480 labor hours for operations at Ramsey County's ESC from April 2025 through December 2025. A monthly staff schedule will be prepared by the Vendor and submitted to the County one month prior to schedule implementation. Monthly staffing schedules will be subject to approval by Ramsey County. The County may adjust the monthly staffing levels as needed within the 12,480 labor hours provided by the Vendor. Staff schedules shall include title (recycling attendant, reuse room attendant, collections staff, on-site supervisor, etc.), responsibilities, name of employee, and the date and hours scheduled.
- **Both Facilities**
  - During Receiving Hours, the Vendor shall provide personnel trained in accordance with the State HHW Program Contract on-site at all times except in instances of extreme emergency. Vendor will notify County's HHW Coordinator immediately in the event of an emergency or temporary closure.
  - Vendor shall also be responsible for collecting and managing waste abandoned at or in the vicinity of the Facilities.
  - Vendor will staff and organize site operations to provide for a safe and orderly flow of traffic. Signage will be placed to facilitate this flow. Vendor's personnel will provide every Participant with information from the County concerning options for managing specific types of Unacceptable Materials, and other materials as requested by the County.
  - The Vendor will prepare Acceptable HHW and VSQG Hazardous Waste for management only by State Master Disposal Contract Vendors in accordance with guidelines provided by the County on behalf of the State Master Disposal Contract Vendors, unless otherwise specified by the County.

## **Transitioning from Vendor's Facility to the County Facility**

### **A. County Specific Training.**

Prior to working at the County's Facility, all Vendor staff must be trained on:

1. Customer service expectations
2. Tablet zip code and data entry procedures
3. Scrap metal acceptance and sorting
4. Electronics acceptance and sorting
5. Recycling acceptance and sorting
6. Food Scraps acceptance
7. Procedures for items not accepted
8. Staff operating forklifts must have site specific training provided by Contractor
9. Facility operations manual
10. Procedures for opening/closing and operating compactors and other equipment

### **B. Operations Manual for County Facility.**

The Vendor shall assist with development of an Environmental Services Center (ESC) Operations Manual for the new County Facility. The County will provide Standard Operating Procedures (SOPs) for HHW and VSQG collection with input from the contractor on waste handling and management. The county will also provide SOPs for recycling collection, reuse room, and general facility operations. The Operations Manual shall include a site contingency plan, written by the contractor, for potential emergencies associated with the collection of hazardous waste. The ESC Operations Manual will be complete by February 28, 2025, and will ensure safe, efficient operations at the County Facility.

### **C. Transition Activities from Vendor's Facility to the County's Facility:**

- Waste on site at the Vendor's Facility shall be shipped to disposal vendors within two weeks of the last day of HHW collection.
- HHW Program containers and supplies intended for future use shall be transported by the Vendor to the County's Facility within two weeks of the last day of HHW collection.
- Signs and traffic control items owned by Ramsey County shall be transported by the Vendor to the County's Facility within two weeks of the last day of HHW collection.
- Starting March 1, 2025, the vendor shall phase-out reuse products being offered at the Vendor's Facility. The Vendor shall not add any materials to the product reuse room after this date and shall ship any remaining products via the state HHW disposal contract within two weeks of the last day of HHW collection.
- The Vendor shall, in coordination with Ramsey County, minimize HHW left behind at the Vendor's Facility by use of signage, barricades, and other means.
- The Vendor shall schedule a closure inspection with Ramsey County Environmental Health Hazardous Waste Compliance staff to confirm all HHW and VSQG waste collected under this agreement has been shipped offsite and

properly managed.

- Provide Ramsey County with written documentation by June 1, 2025, that states all HHW and VSQG waste collected at Bay West under this agreement has been shipped offsite and include a copy of the closure inspection report.
- The HHW and VSQG collection licenses for the Vendor's Facility shall be reviewed for termination by the County after a final closure inspection confirms HHW and VSQG waste has been properly managed.

These procedures may be modified upon mutual written agreement between the Vendor's HHW Coordinator and the County's HHW Coordinator.



### Appendix D-3

#### Fee Schedule for Household Hazardous Waste Program Operations 2024-2025

This Appendix D-3 shall take effect upon the execution of this Amendment 3. Until that time, Appendix D-2 shall control.

**1. Annual Total Fee for Program Labor, Year-round Facility fee, and Pass-through Costs**

The County will pay program labor, year-round facility fee until March 31, 2025, and pass-through costs monthly based on annual rates listed below by year. The Vendor will send monthly invoices following the completion of services for each month. Each month's invoice total is listed below for each year of the agreement.

|   | 2024           | 2025           |
|---|----------------|----------------|
| <b>Estimated 3-yr Insurance Premium</b> |                |                |
| <b>January</b>                          | \$92,071.67    | \$96,262.59    |
| <b>February</b>                         | \$92,071.67    | \$96,262.59    |
| <b>March</b>                            | \$92,071.67    | \$96,262.59    |
| <b>April</b>                            | \$92,071.67    | \$96,262.59    |
| <b>May</b>                              | \$92,071.67    | \$96,262.59    |
| <b>June</b>                             | \$92,071.67    | \$96,262.59    |
| <b>July</b>                             | \$92,071.67    | \$96,262.59    |
| <b>August</b>                           | \$92,071.67    | \$96,262.59    |
| <b>September</b>                        | \$92,071.67    | \$96,262.59    |
| <b>October</b>                          | \$92,071.67    | \$96,262.59    |
| <b>November</b>                         | \$92,071.67    | \$96,262.59    |
| <b>December</b>                         | \$92,071.67    | \$96,262.59    |
| <b>Annual Total</b>                     | \$1,104,860.08 | \$1,155,151.13 |

The Annual fee includes program labor, base monthly fees, pass-through costs (mileage and hazardous waste license fees) and vendor costs incurred as part of the transition of HHW and VSQG operations from the Vendor's Facility to the County's ESC. The annual fee does not include HHW waste pick-up service or Part A, Part B cylinder evacuation fees. Waste pick-up and cylinder evacuation services will only be conducted following written instruction by the HHW program coordinator.

## **2. Waste Pickup Services**

For collection of HHW because of special circumstances (e.g., shut-in, abandoned waste, etc.), time to retrieve HHW upon notice to proceed from County's HHW Coordinator will be as follows: Hourly Labor rates will be \$58.80 per hour in 2024, and \$61.74 per hour in 2025, plus a mobilization fee of \$55 per occurrence during each year of the contract. Ramsey County will be responsible for paying for drums, cubic yard boxes and other containers needed to transport HHW for pick-up services.

## **3. Supplies**

The Vendor will obtain supplies on behalf of the County and at the County's expense from a vendor that provides State Master Disposal Contract Services.

## **4. Pass-Through Costs are included in the Annual Total fee and include:**

- A. Laboratory Services: Actual cost of laboratory analysis performed for waste characterization of unidentified materials not classified sufficiently through use of the procedures in Appendix B-1 to enable Hazardous Waste Processing/Disposal.
- B. Vendor's cost of Ramsey County license fees related to providing household hazardous waste services.
- C. Mileage: cost incurred due to miles driven by the Vendor from Management Facility to deliver Acceptable HHW directly to a State Master Disposal Contract facility.

## **5. Insurance**

The County paid the insurance invoice submitted by Vendor in January of 2023 for years 2023, 2024, and 2025.

## APPENDIX E-1

### SERVICE GUARANTEES

**Vendor Activity:** Collect and manage HHW and VSQG Hazardous Waste in a safe, efficient, customer-oriented manner. Provide staff to facilitate product reuse at Vendor's Facility and County's Facility. Provide staff to oversee the recycling drop-off at the County's Facility.

**Customer:** Ramsey County, County Residents, and County VSQG businesses

#### A. Services Provided by Bay West:

1. Placement of appropriate traffic control and signage;
2. Provide a secure waste drop-off area at all HHW Management Facilities;
3. Provide timely service;
4. Provide an adequate number of staff for HHW, VSQG, Product Reuse, and Recycling Drop Off;
5. Collect only acceptable material;
6. Provide County Residents with information on managing HHW and unacceptable material;
7. Gather information required by County from participants;
8. Package waste according to State Master Disposal Contract vendor guidelines, and applicable DOT, MPCA, and etc. regulations;
9. Arrange on behalf of Ramsey County for disposal of HHW using State Master Disposal Contract vendors;
10. Explore opportunities for reuse, recycling of waste;
11. Summarize monthly operations and submit a report with invoice;
12. Meet regularly with County staff to review operations; and
13. Promptly notify County staff of any changes to normal operations.

#### B. Service Guarantee for Bay West:

##### To County Residents and County VSOG businesses:

1. Provide clean, well-equipped, accessible, and safe facilities;
2. Provide trained, competent, courteous staff;
3. Provide prompt service; and
4. Operate all programs in compliance with this Agreement, applicable laws and regulations, and the State HHW Program Contract.

##### To Ramsey County:

1. Fulfill all contractual obligations.
2. Provide a clean, well-equipped, accessible, and safe facility until March 31, 2025;
3. Operate all programs in compliance with this Agreement, applicable laws and regulations, and the State HHW Program Contract;
4. Provide an effective, safe, and efficient program to collect and dispose of HHW;
5. Continually evaluate operations to improve efficiency;
6. Submit clear, complete, easy-to-understand invoices and summary reports, on time;
7. Maintain open lines of communication with County staff; and
8. Meet the service guarantee to County Residents.

## APPENDIX F-1

### Product Reuse Program

The Vendor shall provide an area at the Vendor's Facility until March 31, 2025, where safe-to-use household products are displayed and made available to residents during Receiving Hours. Beginning April 1, 2025, the Vendor shall staff the Product Reuse Area at the County's Facility during receiving hours. The purpose of this program is to reduce the overall cost to the HHW program by reducing disposal costs for usable products that would otherwise be managed as HHW. Therefore, the Vendor will make best efforts in segregating materials from HHW collection for reuse and keep as large an inventory of products as possible in the reuse area.

The Vendor shall operate the Product Reuse Program in accordance with the standard operating procedure (SOP) provided by Ramsey County. Products will be provided to County Residents, at no charge, and the Vendor shall assure that each person who takes products is at least 18 years of age and signs a waiver of liability provided by the County.

The Vendor shall keep copies of all signed waivers of liability on file for at least five years and make them available to the County for review. A summary of the volumes/weights of products distributed through the exchange program shall be part of the report required in Section B.6.

The Vendor's HHW Coordinator and County's HHW Coordinator may modify the procedures in the SOP upon mutual written agreement.

## APPENDIX H-1

### VSQG COLLECTION SERVICES

The Vendor will accept Hazardous Waste (HW) from businesses located in Ramsey County provided they are classified as one of the following:

- VSQG; up to 220 lbs. (22 gal.) per month
- One-Time Generator; 2,200 lbs./generator
- Self-Audit Generator

#### I. **Standard Operating Procedures**

The County Coordinator and Vendor shall agree to Standard Operating Procedures (SOP) that implement the VSQG program. The SOP may be modified upon mutual written agreement between the Vendor and the County Coordinator.

#### II. **Service**

The Vendor shall provide for the collection of Hazardous Waste from VSQGs. This shall include adequate facilities and staffing to serve VSQGs, and includes administration of the process, appropriate documentation, processing of Hazardous Waste to prepare it for transportation, and transportation of the Hazardous Waste.

#### III. **Staffing**

- A. The Vendor shall provide a level of staffing adequate to VSQGs in a timely manner, and in accordance with Appendix E-1.
- B. The Vendor shall receive VSQG waste during regular hours of operations on weekdays, and by appointment on other days.
- C. During Receiving Hours, the Vendor shall provide trained personnel on-site at all times except in instances of extreme emergency. Vendor will notify County's Coordinator immediately in the event of an emergency or temporary closure.

#### IV. **Waste Collection**

Vendor will staff and organize site operations to provide for a safe and orderly flow of traffic. Signage will be placed to facilitate this flow. Vendor's personnel will provide every VSQG with documentation and materials as defined in the Standard Operating Procedure concerning legal management of Hazardous Waste.

#### V. **Waste Processing**

The Vendor will prepare VSQG Hazardous Waste for management only by State Master Disposal Contract Vendors in accordance with guidelines provided by the County on behalf of the State Master Disposal Contract Vendors, unless otherwise specified by the County. VSQG waste shall not be offered for the reuse program.

VI.

**Administration**

- A. VSQGs located in Ramsey County that are appropriately licensed and have an EPA Identification Number are eligible to use the VSQG Program.
- B. The Vendor will determine eligibility of VSQGs for use of this program.
- C. The Vendor will provide eligible businesses with the forms necessary to deliver HW. The County will request EPA/MPCA Hazardous Waste Generator ID Numbers from the MPCA upon request by the Vendor to be used for VSQGs that use the Facility without first having obtained an EPA ID number.
- D. The Vendor will process documentation and provide the VSQG with documents that verify participation in the VSQG collection.

VII.

**Reporting**

- A. The Vendor will forward information to Ramsey County on a weekly basis sufficient to document VSQG participation, assure compliance with Hazardous Waste regulations, and serve as a basis to invoice participants.
- B. The County will provide invoicing and collection of payment for HW received through this program from VSQGs using information provided by the Vendor.
- C. The Vendor will provide summary reports on a monthly basis sufficient for the County to provide reports required by the MPCA for the VSQG program.

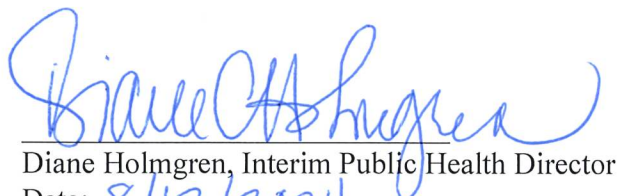
RAMSEY COUNTY

BAYWEST, LLC.

\_\_\_\_\_  
Chair Ramsey County Board Commissioners  
Date:

Susanne Brant  
Name:  
Title: **Contracts Specialist**  
Date: **8/19/2024**

\_\_\_\_\_  
Chief Clerk Ramsey County Board of Commissioners  
Date:

  
\_\_\_\_\_  
Diane Holmgren, Interim Public Health Director  
Date: **8/12/2024**

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney  
Date: