



Jess L. Greenwood, P.E.
Public Works Director – County Engineer

2140 Pioneer Road
Red Wing, MN 55066
Office: (651) 385-3025

TO: Honorable County Commissioners
Scott Arneson, County Administrator

FROM: Jess L. Greenwood, Public Works Director

RE: 18 August 2026 County Board Meeting – CONSENT AGENDA
Hauler Agreement with Lightning Disposal, Inc.

Date: 12 August 2026

Summary

It is requested that the County Board approve the attached hauler agreement with Lightning Disposal, Inc – Rosemount, MN.

Attachments

Waste Delivery Agreement

Background

The Minnesota Legislature, in 2014, passed legislation that would allow the Bench Street Landfill to enter the State's Closed Landfill Program provided three conditions be met:

- Goodhue County would continue to meet applicable State recycling goals; and
- No additional waste be disposed of in the Bench Street Landfill after December 31, 2018; and
- Mixed Municipal Solid Waste (MMSW) generated within Goodhue County be delivered to and processed at a resource recovery facility within the County for a minimum of 20 years.

The Bench Street Landfill stopped accepting waste in 2018 and closure activities were completed in 2022.

The Goodhue County Solid Waste Designation Ordinance requires all commercial and residential MMSW generated within the County to be delivered to the City of Red Wing's Waste Campus as they operate an integrated solid waste processing system. This facility serves as the designated MMSW processing facility for Goodhue County. Designation of MMSW is the product of agreements held between the State of Minnesota, Goodhue County, and the City of Red Wing. Minnesota Statutes Chapter 115A establishes a hierarchy for waste management that prioritizes reduction, reuse, recycling, and resource recovery prior to land disposal whenever possible.

The agreement further supports the delivery of supplemental MMSW generated from outside of Goodhue County to the Red Wing Resource Recovery Facility (RWRRF). Metropolitan landfills may deliver MMSW to resource recovery facilities, such as the RWRRF, through the Metropolitan Landfill Consent Decree and associated Schedule of Compliance when resource recovery facilities anticipate capacity for additional processing volumes. The City of Red Wing has identified capacity in their operation to accommodate additional MMSW tonnage.

"To effectively promote the safety, health, and well-being of our residents"

Lightning Disposal, Inc – Rosemount, MN is one of the metropolitan waste haulers capable of supplying the additional MMSW tonnage that Red Wing can process. Entering a long-term agreement for the delivery of MMSW maximizes the efficiency and effectiveness of the RWRRF's infrastructure and equipment when there is available capacity. Red Wing's permitted processing capacity will not be increased by this agreement, rather it ensures availability of MMSW as capacity allows.

Red Wing presently has a non-contracted disposal rate of \$138 per ton of MMSW delivered. The Goodhue County Solid Waste Designation Ordinance allows a \$10 per ton reduction for contracted waste haulers, incentivizing a long-term commitment to deliver MMSW to the RWRRF. This price reduction also includes receiving waste from metropolitan haulers through the Metropolitan Landfill Consent Decree.

The agreements initial term is for five-years and automatically renews for up to three additional five-year terms unless terminated in accordance with Section 11 of the agreement.

Alternatives

- Approve the attached hauler agreement with Lightning Disposal, Inc – Rosemount, MN.
- Do not approve the attached hauler agreement and direct staff on next steps.

Recommendations

- It is the recommendation of staff that the County Board approve the attached hauler agreement with Lightning Disposal, Inc – Rosemount, MN.

WASTE DELIVERY AGREEMENT

THIS WASTE DELIVERY AGREEMENT ("Agreement") is made and entered into by and between the CITY OF RED WING ("Red Wing" or the "City"), GOODHUE COUNTY ("Goodhue" or the "County"), both political subdivisions of the State of Minnesota, and Lightning Disposal, Inc., a Minnesota Corporation, with its principal place of business at 16555 Clayton Ave, Rosemount, MN, 55068, hereinafter referred to as the ("Contract Hauler"), collectively referred to as the Parties and individually as a Party. It shall become effective as provided in Section 1 herein.

RECITALS

WHEREAS, the State of Minnesota by the enactment of the Minnesota Waste Management Act, Minn. Stat. Chapter 115A and Minn. Stat. Chapter 400, has declared that it is the State's policy to improve municipal solid waste management through the separation and recovery of energy and materials from municipal solid waste and through the reduction of disposal of such waste;

WHEREAS, the City and the County desire to promote the State's municipal solid waste management policy, in part, through recovery of renewable resources from municipal solid waste at the City's resource recovery facility ("Facility") located at 1873 Bench Street, Red Wing, Minnesota 55066;

WHEREAS, the County is in the process of implementing waste designation as provided for in Minnesota law, including the negotiation of waste delivery agreements with waste haulers;

WHEREAS, Contract Hauler is licensed to operate in the City and/or County as a solid waste hauler, as desires to voluntarily enter into this Agreement governing delivery of solid waste to the Facility;

WHEREAS, the City and the County desire for all solid waste haulers to enter into voluntary agreements to deliver all Acceptable Waste generated in the County that is collected by such haulers to the Facility.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the Parties hereby agree as follow:

1. Implementation of this Agreement

Implementation of this Agreement is conditioned on the adoption of a Waste Designation Ordinance by Goodhue County. Should the County Waste Designation Ordinance not be implemented, this Agreement shall not go into effect.

2. Recitals

Each of the Parties hereto agrees that the Recitals set forth above are true and correct and are incorporated into this Agreement.

3. Definitions

The terms defined in this Section 3 shall, for all purposes of this Agreement have the meanings herein specified, unless the context clearly requires otherwise.

- a. "Acceptable Waste" means Mixed Municipal Solid Waste that meets the requirements of the Facility as determined by the City and consistent with City and County solid waste ordinances, but specifically excludes Unacceptable Waste.
- b. "Commercial Hauler" means any Person who owns, operates, or leases vehicles for the purpose of contracting for compensation with a Generator to collect and/or transport Mixed Municipal Solid Waste and other Solid Waste generated in the County.
- c. "Contract Hauler" means any Commercial or Self-Hauler who delivers to the Facility Acceptable Waste generated in Goodhue County and maintains a Waste Delivery Agreement with the City and County.
- d. "Contract Tip Fee" means a Tip Fee that is equal to that charged to all Contract Haulers, and is less than the Gate Tip Fee charged to haulers delivering Acceptable Waste pursuant to the County Waste Designation Ordinance.
- e. "Facility" means the City's Resource Recovery Facility located at 1873 Bench Street, Red Wing, Minnesota 55066.
- f. "Force Majeure" shall mean acts of the public enemy, wars, strikes or other labor disturbances, riots, disorders, civil disturbances, lightning, fire, storms, floods, washouts, restraints of government or judicial bodies, including restraints in the form of injunctions, orders, rules or regulations prohibiting or modifying performance of this Agreement, sabotage, explosions, governmental preemptions in connection with a national emergency, interference by or erroneous regulations imposed by civil or military authorities, and any other occurrence beyond the reasonable control of the nonperforming Party.
- g. "Gate Tip Fee" is the charge set by the City for the use of the Facility for the disposal of Acceptable Waste generated in the County.
- h. "Generator" means any Person who produces Solid Waste.
- i. "Mixed Municipal Solid Waste" (MMSW) means garbage, refuse, and other Solid Waste from residential, commercial, industrial, and community activities that the

generator of the waste aggregates for collection and that may be accepted at the Facility. MMSW also includes other Solid Waste, such as industrial solid waste and non-mixed municipal solid waste, that prior to final processing or disposal:

1. is not managed as a separate waste stream; or
2. is managed as a separate waste stream using a waste management practice that is ranked lower on the list of waste management practices in Minn. Stat. Section 115A.02(b) than the Facility.

MMSW does not include auto hulks, street sweepings, ash, mining waste, sludges, tree and agricultural wastes, lead acid batteries, and Unacceptable Waste.

- j. "Person" means any individual person, organization, business entity, or company that hauls, picks up, transports delivers, manages or generates Solid Waste in Goodhue County. Person includes, but is not limited to, Self-Haulers, Commercial Haulers, and Contract Haulers.
- k. "Self-Hauler" means a Person who does not contract with a Commercial Hauler and that collects and transports its own Solid Waste. A Commercial Hauler with two or less customers shall be considered a Self-Hauler only for purposes related to the City's Service Charge Ordinance, and the County Waste Designation Ordinance. Neither the City nor a Commercial Hauler with three or more customers shall be considered a Self-Hauler.
- l. "Service Charge" means any Solid Waste and/or environmental service charge imposed upon Generators in Goodhue County and is required to be collected by Commercial Haulers or Self-Haulers.
- m. "Solid Waste" means garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semisolid, liquid, or contained gaseous form resulting from industrial, commercial, mining and agricultural operations, and from community activities, but does not include hazardous waste; animal waste used as fertilizer; earthen fill, boulders, rock; concrete diamond grinding and saw slurry associated with the construction, improvements, or repair of a road when deposited on the road project site in a manner that is in compliance with best management practices and rules of the agency; sewage sludge; solid or dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents or discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act, as amended, dissolved materials in irrigation return flows; or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

- n. "Solid Waste Ordinances" means solid waste management ordinances adopted by the City, County, and other municipalities in the County as applicable and as amended from time to time.
- o. "Unacceptable Waste" means any material described in Exhibit A, attached to and incorporated into this Agreement, and as may be amended from time to time by the City.

4. Representations of Contract Hauler

- a. The Contract Hauler is a duly organized company, validly existing and properly qualified to do business under the laws of the State of Minnesota, and is licensed to haul waste in the City and/or the County.
- b. This Agreement has been duly authorized, executed and delivered by the Contract Hauler and constitutes a binding legal obligation of the Contract Hauler that is fully enforceable in accordance with its terms and conditions.
- c. The execution, delivery and performance by the Contract Hauler of this Agreement does not and will not conflict with any other agreement or contract to which the Contract Hauler is a party.
- d. The Contract Hauler is able to deliver to the Facility all Acceptable Waste collected by it from all of its present and future customers in the County in accordance with the terms of this Agreement.

5. Obligations of Contract Hauler

- a. **Delivery of Acceptable Waste.** The Contract Hauler shall deliver all Acceptable Waste it collects within Goodhue County directly to the Facility. When delivering Acceptable Waste to the Facility, the Contract Hauler agrees to comply with Facility policies and practices.
- b. **Waste Origin.** The Parties agree that the purpose of this Agreement is to assure the delivery to the Facility all Acceptable Waste generated in Goodhue County and collected by the Contract Hauler. The Parties acknowledge that there will be times when small amounts of Acceptable Waste generated in other counties, referred to as Incidental Waste, is collected for operational and routing efficiency along with Acceptable Waste generated in Goodhue County. "Incidental Waste" shall be considered to be an amount that is less than fifty percent (50%) of the truckload in question. The Parties agree that the delivery of Incidental Waste from other counties is allowed under this Agreement and that loads containing such Incidental Waste shall be charged the Contract Tip Fee.
- c. **Acquisition or Merger.** In addition to the Acceptable Waste the Contract Hauler has agreed to deliver as described in Section 5.a., above, the Contract Hauler further agrees to deliver to the Facility all Acceptable Waste currently required by

contract or the County Designation Ordinance to be delivered to the Facility by any and all entities which the Contract Hauler acquires or with which the Contract Hauler merges or otherwise becomes affiliated during the term of this Agreement.

- d. **Unacceptable Waste.** The Contract Hauler agrees to use its best efforts to avoid delivering any Unacceptable Waste to the Facility and shall not knowingly mix any Unacceptable Waste with Acceptable Waste. If Contract Hauler is uncertain over whether a particular waste is Unacceptable, Contract Hauler shall contact the Facility to obtain guidance on whether the waste is Acceptable or Unacceptable.
- e. **Rejection of Deliveries.** The Contract Hauler may be denied entrance to the Facility if the City has a reasonable basis to believe that a vehicle contains Hazardous Waste or a significant amount of Unacceptable Waste.
- f. **Regulatory Compliance.** The Contract Hauler shall at all times operate its business in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances and licenses. This includes but is not limited to collecting, transporting, delivering and disposing of waste; and billing, collecting, reporting and remitting the City Environmental Charges for solid waste collected in the City of Red Wing.

6. Responsibility for Unacceptable Waste

- a. If requested by the Facility, the Contract Hauler agrees to reload and dispose of waste deposited on the tipping floor if the waste contains Unacceptable Waste, including Acceptable Waste contaminated by Unacceptable Waste.
- b. If the Facility has reason to believe that Unacceptable Waste was delivered by the Contract Hauler, and the Contract Hauler has left the tipping floor, the Contract Hauler agrees to return and remove such Unacceptable Waste within twenty-four (24) hours of notice from the Facility, and dispose of it in accordance with all applicable federal, state and local laws. In the alternative, the Facility may properly manage such waste and charge Contract Hauler all costs of such management.
- c. The Facility has the right to reject entire or partial loads of Unacceptable Waste. The Contract Hauler shall be provided with documentation specifying the rejection and reasons therefore. All costs of reloading, removal and disposal of Unacceptable Waste shall be borne by the Contract Hauler.

7. Payment

- a. **Contract Tip Fee.** The Contract Hauler shall pay the per ton Contract Tip Fee adopted by the City for each ton of Acceptable Waste delivered to the Facility. The initial Contract Tip Fee shall be One Hundred and Twenty-Eight Dollars (\$128.00) per ton.

- b. **Adjustment of Contract Tip Fee.** The City shall establish the Contract Tip Fee each December to be effective the following January 1, and shall notify Contract Hauler in writing of such Contract Tip Fee amount in December. In the event of a Force Majeure event, the City may make adjustments to the Contract Tip Fee during the year.
- c. **Payment of Fees.** The Contract Hauler agrees to pay all fees established under this Agreement. The City shall invoice the Contract Hauler on a monthly basis, and the Contract Hauler shall pay the charges owed on that invoice within thirty (30) days. On any charges past due after 30 days, the Contract Hauler must pay a late fee of two percent (2%) per month of the outstanding charges.
- d. **Collection of Service Charges.** The Contract Hauler agrees to collect and remit any Service Charges that are established by the County, the City of Red Wing (including but not limited to the City Environmental Service Charge in City of Red Wing Ordinance Section 10.05), and any other municipality in Goodhue County.

8. City's Duty to Accept Waste

For the term of this Agreement, the City shall accept from the Contract Hauler all Acceptable Waste delivered by the Contract Hauler to the Facility or to such other location as the City shall specify, in accordance with the terms of this Agreement.

9. Failure to Accept Waste at Facility

If at any time the City is unable to receive all or any part of the Contract Hauler's Acceptable Waste at the Facility, then the City shall verbally notify the Contract Hauler's truck operator or dispatcher, and subsequently notify by electronic mail ("Email") Contract Hauler's designated representative identified pursuant to Section 24 of this Agreement. If the City notifies the Contract Hauler that it is unable to receive Acceptable Waste at its Facility, then the Contract Hauler shall dispose of the Acceptable Waste at another permitted solid waste management facility. All costs of such transportation and disposal shall be borne by the Contract Hauler. The City shall give verbal notice, followed by email notice, to the Contract Hauler designated representative when the Facility is able to receive Acceptable Waste again and the Contract Hauler shall promptly resume delivery of Acceptable Waste to the Facility within twenty-four (24) hours of receipt of such notice. If such notice is given, then the Contract Hauler shall promptly resume delivery of Acceptable Waste to the Facility in accordance with this Agreement.

10. Term

The initial term of the Agreement shall be for five (5) years. The Agreement shall automatically renew for three (3) successive five (5) year terms (Renewal Terms), unless either Party provides at least sixty (60) days written notice to the other Party prior to the commencement of a Renewal Term that the Party will not accept the Renewal Term and will allow the Agreement to terminate at the end of the then-current term.

11. Termination

- a. The City and the County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contract Hauler seeking reorganization, liquidation, dissolution, or insolvency of the Contract Hauler under any law relating to bankruptcy, insolvency or relief of debtors. The Contract Hauler shall immediately notify the City and the County in writing upon the commencement of such proceedings or other action. In such event, the City and County shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.
- b. If any Party fails to cure an Event of Default pursuant to Section 12.a, the other Party may terminate this Agreement by providing written notice to the defaulting Party.
- c. The City and the County may terminate this Agreement in the event the Facility closes permanently by giving at least sixty (60) calendar days written notice thereof to the Contract Hauler. In such event, the City and the County shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.
- d. The Contract Hauler may have sixty (60) calendar days to terminate this Agreement after the City notifies the Contract Hauler of any Contract Tip Fee increase under this Agreement, or if the County imposes a Service Charge. In such event:
 - i. The City and the County shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.
 - ii. Upon termination, the Contract Hauler shall be subject to the County Waste Designation Ordinance and shall continue to be subject to all other Solid Waste and Service Charge Ordinances and will no longer receive the Contract Tip Fee.

12. Events of Default; Remedies

- a. **Events of Default.** Any of the following events shall constitute an Event of Default:
- i. The failure of the Contract Hauler to deliver all Acceptable Waste to the Facility; or
 - ii. Pay the Contract Tip Fee, or remit any applicable Service Charges collected by the Contract Hauler, in accordance with the terms of this Agreement; or
 - iii. The failure to perform or observe any other of the representations, covenants, agreements or conditions on the part of Parties to this Agreement, and such default shall have continued for a period of thirty (30) days after written notice thereof given by the other Party to the defaulting Party, unless the non-defaulting Party shall agree in writing to an extension of such time prior to its expiration for such longer period as reasonable diligence may require to remedy the same, with such an extension to be reasonably granted by the non-defaulting Party.
- b. **Other Remedies.** Upon the occurrence of an incurred Event of Default the non-defaulting Party may pursue any available remedy by suit at law or equity to enforce the covenants of the defaulting Party herein, including such appropriate judicial proceedings as the non-defaulting Party shall deem most effective to protect and enforce or aid in the protection and enforcement of the covenants and agreements in this Agreement. The City and County retain the right to enforce against the Contract Hauler all applicable ordinances, regulations, statutes or permits.
- c. **Manner of Exercise.** Unless otherwise stated, no remedy by the terms of this Agreement conferred upon or reserved to the Parties is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy of the Parties given now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy hereunder shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

13. Indemnification

- a. **Indemnification of the City and the County.** The Contract Hauler agrees to defend, indemnify, and hold harmless the City and the County, their elected

officials, officers, agents, attorneys, and employees (including duly authorized volunteers) from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act, or omission, of the Contract Hauler, its officers, agents, employees (including duly authorized volunteers), or contractors, or anyone whose act, or omission, any of them may be liable for in the performance of the services required by this Agreement, and against all loss by reason of the failure of said Contract Hauler to perform fully, in any respect, all obligations under this Agreement.

- b. **No Waiver of Immunities.** Nothing in this Agreement shall constitute a waiver or diminution by the City and the County of any immunities or statutory limitation on liability as set forth in Minn. Stat. Chapter 466 or as otherwise provided by law.

14. Insurance Requirements

The Contract Hauler agrees that in order to protect itself as well as the City and the County, under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurance required by the County Solid Waste Ordinance, and for those Contract Haulers also operating within the City, the City Solid Waste Ordinance as well. The City shall maintain adequate insurance for operations at its Facility.

Prior to the effective date of this Agreement, the Contract Hauler will furnish the City and the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by the County in its Solid Waste Ordinance, and for Contract Haulers also operating within the City, the City Solid Waste Ordinance as well. Evidence of insurance shall be provided before the effective date in Section 1. The City and the County shall be given thirty (30) days advance written notice of any changes in coverage. As a condition subsequent to this Agreement, Contract Hauler shall insure that the certificate of insurance provided to the City and the County will at all times be current. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days notice thereof to the City and the County. If Contract Hauler's insurance is canceled or modified to be in violation of this Agreement, the City and County may immediately terminate this Agreement upon notice of such cancellation or modification without providing an opportunity for Contract Hauler to cure the breach.

The Contract Hauler agrees as a condition subsequent to increase the required insurance coverage as the liability limits in Minn. Stat. Section 466.04 increase. Nothing in this Agreement shall constitute a waiver by the City and County of any statutory limits upon liability.

15. Data Privacy

All data collected, created, received, maintained or disseminated for any purpose by the activities of the Contract Hauler because of this Agreement shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Data Practices Act), as amended

and the Rules implementing the Act now in force or as amended. The Contract Hauler is subject to the requirements of the Act and Rules and must comply with those requirements as if it is a governmental entity. The remedies contained in Minn. Stat. Section 13.08 of the Act shall also apply to Contract Hauler.

16. Record Disclosures/Monitoring

- a. Pursuant to Minn. Stat. Section 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of the Contract Hauler relevant to the Agreement are subject to examination by the City and the County, and either the legislative auditor or the state auditor, as appropriate. The Contract Hauler agrees to maintain and make available these records for a period of six (6) years from the date of termination of this Agreement.
- b. At the Contract Hauler's location and upon reasonable notice, the City and County shall have the right to examine, review and audit all accounts receivable and other records of the Contract Hauler as necessary to verify the Contract Hauler's compliance with the Acceptable Waste delivery requirements hereof. The City and County will keep non-public any data they determine to be trade secret or otherwise confidential data pursuant to the Data Practices Act if Contract Hauler requests that such data be kept confidential and the City and County determine the data qualifies for such treatment pursuant to the Data Practices Act.

17. Nondiscrimination

The Contract Hauler shall comply with and be subject to the requirements and conditions contained in Minn. Stat. Chapter 364 and Minn. Stat. Section 181.59.

18. Compliance with Law

The Contract Hauler shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted insofar as they relate to the Contract Hauler's performance of the provisions of this Agreement. Failure to meet the requirements of this section may be cause for cancellation of the Agreement effective the date of receipt of the Notice of Cancellation. The Contract Hauler, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals as necessary for the execution and completion of this Agreement.

19. Firearms Prohibited

Unless specifically required by the terms of this Agreement, no provider of services pursuant to this Agreement, including but not limited to employees, agents, or subcontractors of the Contract Hauler shall carry or possess a firearm on City and County premises. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the City and the County under law or equity.

Violation of this provision is ground for immediate suspension or termination of this Agreement.

20. Independent Contractor

Parties agree that the Contract Hauler is acting as an independent contractor under this Agreement. Neither the Contract Hauler nor its employees will at any time be construed to be employees of the City or County. The Contract Hauler is responsible for its employees' compensation, fringe benefits and all insurance coverage.

21. Successors, Subcontracting and Assignment

- a. The Contract Hauler binds itself, its partners and legal representatives to the City and the County in respect to all covenants, contracts and obligations contained in this Agreement.
- b. The Contract Hauler shall not enter into any subcontract for performance of any services contemplated under this Agreement nor novate or assign any interest in the Agreement without thirty (30) days prior written notice to the City and the County. The Contract Hauler is responsible for the performance of all subcontractors.

22. Non-Conforming Services

The acceptance by the City and the County of any non-conforming goods/services under the terms of this Agreement for the foregoing by the City and the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the City and the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the City and the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

23. Force Majeure

Neither Party shall be liable for any loss or damage incurred by the other Party as a result of Force Majeure, as defined herein.

24. Notices. All notices, consents and other communications required or permitted by this Agreement unless otherwise specified, are required to be in writing and shall be deemed delivered when tendered to the other Party by hand to such Party's designated representative, or, if mailed shall be deemed to have been given when dispatched by certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to the City:

Jeff Schneider
Deputy Director Public Works

1873 Bench Street
Red Wing, MN 55066
Email: jeff.schneider@redwingmn.gov
Phone: 651-385-3672

If to the County:

Dick Thompson
Solid Waste Manager
2140 Pioneer Road
Red Wing, MN 55066
Email: dick.thompson@goodhuecountymn.gov
Phone: 651-385-3107

If to the Contract Hauler:

David Domack
General Manager
Lightning Disposal, Inc.
16555 Clayton Ave E
Rosemount, MN 55068
Email: ddomack@lightningdisposal.com
Phone: 651-457-4434

If a Party desires to change its designated representative, it shall notify the other Parties via the above notification provision.

25. Interpretation of Agreement; Venue

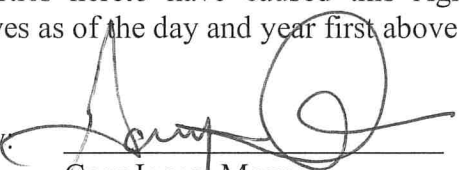
- a. The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Goodhue County, Minnesota.
- b. The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

26. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated Agreement between the Parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the City and the County and the Contract Hauler to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written amendment signed by authorized representatives of the Parties.

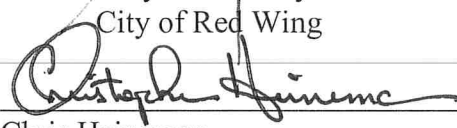
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

THE CITY OF RED WING

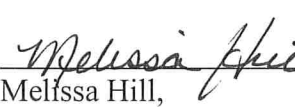
By: 

Gary Iocco, Mayor
City of Red Wing

(SEAL) ATTEST:



Chris Heineman,
Council Administrator



Melissa Hill,
City Clerk

Approved as to form and execution this ____ day of
_____, 2026

Amy E. Mace, City of Red Wing Attorney

GOODHUE COUNTY

By: _____

Susan Betcher, Chairperson
Goodhue County Board of Commissioners

(SEAL) ATTEST:

Scott Arneson
County Administrator

Approved as to form and execution this ____ day of
_____, 2026

Steve O'Keefe, Goodhue County Attorney

Lightning Disposal, Inc.

(Contract Hauler)

By David Domack

Its David Domack, General Manager

EXHIBIT A

Unacceptable Waste shall include but not be limited to the following:

- Hazardous Waste, as defined by Federal and State laws and/or regulations, or any other waste public authorities do not allow to be incinerated
- Explosive Waste
- Liquid Waste of any type including waste oils and antifreeze
- Radioactive Waste
- Florescent bulbs
- Animal remains
- Gasoline and flammable Liquids
- Hospital Waste, which is infectious, hazardous, inflammable or toxic; human remains
- Tires
- Large car parts
- Steel fence materials and steel banding
- Large wood items
- Construction or demolition debris or building waste.
- Pesticides, insecticides, chemicals, paint, solvents, or other toxic materials (when not normally in residential or commercial waste)
- PVC plastics (in large quantities such as waste from a plastic plant)
- Appliances, white goods, and auto, truck, utility vehicles or tractor batteries
- Furniture, mattresses, bedsprings or other large household items
- Yard and garden waste, hedge or tree trimmings
- Cathode ray tubes (televisions and computer monitors)

