



300 E. Locust Street, Ste. 100  
Des Moines, Iowa 50309  
515-244-0021

## MEMORANDUM

**DATE:** December 16, 2022

**TO:** MWA Board Members

**CC:** MWA Staff

**FROM:** Michael McCoy, Executive Director

**RE:** Wednesday, Dec. 21, 2022, Board Meeting

.....  
This month's board meeting is scheduled for Wednesday, Dec. 21, 2022, at 5:45 pm at Central Office (300 E. Locust St., Ste 100, Des Moines, Iowa). If you have questions about any items listed below, please call me at 323.6535 (w) or 707.3869 (c). I look forward to seeing you on Wednesday.

The following numbered items correspond with the number of the item on the agenda:

### **Consent Agenda Items for Approval**

7. Resolution 12-22-02 – Approval of Strategic Materials Inc., Agreement for Glass Cutlet - Action for Approval  
MWA has partnered with Strategic Materials, Inc., to sell glass since opening the MRF in November 2021. They have been a fair partner and have a positive reputation in the industry. This two-year contract renewal with Strategic Materials, Inc., assures an outlet for the glass collected through single stream and source-separated drop-offs. Staff recommends approval.

### **Regular Agenda Items for Approval**

8. Resolution 12-22-03 – Approval of Credit Card Processing Fee Policy - Action Item  
Staff is seeking approval to implement a credit card processing fee policy for MWA invoices paid via credit card. The processing fee would be equivalent to the highest rate charged by the agency's card processing agent and/or the card issuer to offset expense incurred by MWA for the transaction. Staff recommends approval.



## Metro Waste Authority Board Meeting December 21, 2022

MWA Central Office  
300 E. Locust St, Ste. 100, Des Moines, IA  
5:45 PM

### Board of Directors 2022 Calendar Year

**Ron Pogge**  
Chair

**David Gisch**  
Vice-Chair

Dean O'Connor  
Altoona

Mark Holm  
Ankeny

Bob Pepper  
Bondurant

John Edwards  
Clive

Joe Gatto  
Des Moines

Steve Allen  
Elkhart

David Gisch  
Grimes

Tom Cope  
Johnston

Bill Roberts  
Mitchellville

Ed Kuhl  
Norwalk

Mark Konrad  
Pleasant Hill

Rob Sarchet  
Polk City

Tom Hockensmith  
Polk County

Gerald Lane  
Runnells

Matt Blake  
Urbandale

Russ Trimble  
West Des Moines

Susan Skeries  
Windsor Heights

**Michael McCoy**  
Executive Director

**Members of the public wishing to attend this meeting in person may do so at the MWA Central Office, where seats will be arranged to allow for social distancing. CDC guidelines will continue to be monitored.**

### Agenda

1. Call to Order, Roll Call
2. Approval of Regular Agenda
3. Public Forum

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#### CONSENT AGENDA

*The following are routine items enacted by one roll call vote without separate discussion unless someone, Board or Public, requests an item be removed for consideration:*

4. Approval of Consent Agenda – Items 4 through 7
5. Consideration of Minutes November 16, 2022, Metro Waste Authority Board Meeting – Action for Approval
6. Resolution 12-22-01 – Consideration of November 2022, Monthly Expenditures – Action for Approval
7. Resolution 12-22-02 – Approval of Strategic Materials Inc. Glass Recycling Contract Agreement – Action for Approval

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#### END CONSENT AGENDA

#### Regular Agenda Items for Approval – Item 8

8. Resolution 12-22-03 – Approval of Credit Card Processing Fee Policy– Action Item
9. Presentation: Recycling Simulation Game Demo
10. Director's Report
11. Chair's Report
12. General Board Discussion and Other Business
13. Correspondence
14. Adjournment

**January Executive Finance Meeting:** January 4, 2023, MWA Central Office, 300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309, 12:00 pm.

**January Board Meeting:** January 18, 2023, MWA Central Office, 300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309, 5:45 pm.



300 E. Locust Street, Ste. 100  
Des Moines, Iowa 50309  
515-244-0021

## November 16, 2022, Unofficial Metro Waste Authority Board Meeting Minutes

1. Call to Order  
The meeting was held at Metro Waste Authority's Metro Recycling Facility. Ron Pogge, chair, called the November 16, 2022, Metro Waste Authority Board Meeting to order at 5:45 pm. A quorum was present.  
Roll Call – MWA Board Representatives/Alternates in Attendance  
Dean O'Connor, Altoona, In Person  
Mark Holm, Ankeny, In Person  
Marketa Oliver, Bondurant, Virtual  
John Edwards, Clive, Virtual  
Joe Gatto, Des Moines, Virtual  
David Gisch, Grimes, In Person  
Tom Cope, Johnston, In Person  
Bill Roberts, Mitchellville, In Person  
Tom Hockensmith, Polk County, Virtual  
Gerald Lane, Runnells, In Person  
Ron Pogge, Urbandale, In Person  
Russ Trimble, West Des Moines, Virtual  
Susan Skeries, Windsor Heights, In Person
  2. Approval of Regular Agenda  
Moved by Ankeny, seconded by Altoona, to approve the November 16, 2022, board meeting agenda as presented. Motion carried unanimously by voice vote.
  3. Public Forum  
There were no requests to address the Board.
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- CONSENT AGENDA**  
*The following are routine items enacted by one roll call vote without separate discussion unless someone, Board or Public, requests that an item be removed for consideration:*
4. Approval of Consent Agenda – Items 4 through 8  
Moved by Clive, seconded by Ankeny, to approve the Consent Agenda, items 4 through 8. Motion carried unanimously by voice vote.
  5. Consideration of Minutes of September 21, 2022, Metro Waste Authority Board Meeting – Action for Approval
  6. Resolution 11-22-01 - Consideration of September 2022 Monthly Expenditures – Action for Approval
  7. Resolution 11-22-02 - Consideration of October 2022 Monthly Expenditures – Action for Approval

8. Resolution 11-252-03 - Approval of Acknowledgement of Bond Reimbursement Payment to Polk County - Action for Approval

## END CONSENT AGENDA

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### Regular Agenda Items for Approval - Items 9 through 10

9. Resolution 11-22-04 - Approval to Secure Water Truck and Roll-Off Trucks for Metro Park East Landfill - Action Item

Jon Penheiter, solid waste administrator, reported ordering the cab and chassis needed for the water truck and roll-off for Metro Park East Landfill (MPE) currently has a 12–15 month lead time. Staff is requesting to spend up to \$445,000 for both complete trucks.

Moved by Ankeny, seconded by Altoona, to approve Resolution 11-22-04. Motion carried unanimously by voice vote.

10. Resolution 11-22-05 - Approval to Hire HDR to Design and Prepare Specifications for Cell D Construction and Assessment of Corrective Measures (ACM) Improvement at Metro Park West Landfill - Action Item

Penheiter reported Cell C at Metro Park West Landfill (MPW) is approaching capacity and staff anticipate moving to Cell D by late fall of 2023. The final design of Cell D needs to be completed for construction to begin in the spring. This project is budgeted in FY22/23.

Michael McCoy, executive director, reported ACM includes holding a public meeting for adjacent neighbors to discuss leachate mitigation efforts.

Moved by Clive, seconded by Altoona, to approve Resolution 11-22-05. Motion carried unanimously by voice vote.

11. Discussion: Final Master Plan – Jon Penheiter

Austin Broshar, HDR, provided an overview of the master plan for MPE and MPW that included site improvements, permitting land at MPW, and leachate mitigation.

12. Director's Report

McCoy shared Metro Waste Authority (MWA) is celebrating one year of Metro Recycling Facility (MRF) operations. Over the last year, 25,000 tons of material has been processed and revenue is 114% higher than the anticipated 6-month budget. Commodity markets have been very positive over the first year.

Polk County Supervisor Tom Hockensmith shared appreciation to everyone who has been involved in launching the MRF.

McCoy added MWA is selling loads of mixed paper to a company in Clarion, IA, that is turning the mixed paper into egg crates and drink carriers for McDonalds locations across the nation.

McCoy reported staff are considering a fee for invoices paid via credit card. MWA currently has a customer that is charging about \$5.6M a year and the associated fees to MWA are about \$140,000. Staff will bring a formal request to the board for approval.

McCoy is requesting the rejection of predominantly recyclable loads going to the transfer stations, as discussed at the November Executive Finance Committee Meeting. Staff will prepare a formal policy.

The December executive finance meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, Dec. 7, 2022, at 12:00 pm.

The December board meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, Dec. 21, 2022, at 5:45 pm.

13. Chair's Report

No report.

14. General Board Discussion and Other Business

Tom Cope, Johnston, shared his appreciation to McCoy and Deputy Director Leslie Irlbeck for hosting his group at the MRF Tuesday evening.

McCoy reported over 50 events were held at the MRF over the last year, and all groups, agencies, and businesses are welcome to use the facility.

15. Adjournment

Meeting adjourned at 6:19 pm.

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Michael McCoy, Executive Director

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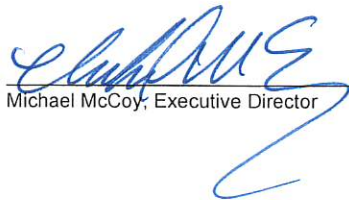
Ron Pogge, Chair

**METRO WASTE AUTHORITY  
BILLS PAID IN NOVEMBER 2022**

| Vendor Name   | Services Provided            | Amount     |
|---|------------------------------|------------|
| A KING'S THRONE, LLC                                  | Building Services            | 217.50     |
| ABC PEST CONTROL                                      | Building Services            | 47.25      |
| ABM PARKING   | Parking                      | 5,880.00   |
| ADVANTAGE LIME & TRUCKING, LLC                        | Hauler                       | 985.89     |
| AIRGAS, INC. DBA AIRGAS USA, LLC                      | Equipment Fuel               | 25.83      |
| AMERICAN MARKING, INC.                                | Office supplies              | 138.41     |
| ARAMARK UNIFORM SERVICES, INC.                        | Rags/mats/supplies           | 160.80     |
| A-TEC RECYCLING, INC.                                 | Contract disposal            | 2,278.49   |
| BALLARD CSD   | EPA Sub Award                | 169.96     |
| BEN HOWE  | Can Redemption               | 612.00     |
| BONDURANT, CITY OF                                    | Utilities                    | 107.93     |
| C&A INDUSTRIES LLC DBA AUREAUS GROUP                  | Temporary Labor              | 1,500.00   |
| CENTRAL UNITED LIFE INSURANCE                         | Life insurance               | 152.22     |
| CFI TIRE SERVICE                                      | Tires                        | 14,768.92  |
| CITY GARDENS, INC                                     | Site maintenance             | 200.00     |
| CRYSTAL CLEAR   | Office supplies              | 216.17     |
| DAN'S OVERHEAD DOORS 4                                | Building repairs             | 272.95     |
| DATASHIELD CORP                                       | Recycling expense            | 118.74     |
| DENMAN & COMPANY, L.L.P.                              | Professional fees            | 13,000.00  |
| DES MOINES FIRE DEPT.                                 | Health/safety                | 150.00     |
| DES MOINES PUBLIC SCHOOLS                             | EPA Sub Award                | 802.95     |
| DES MOINES WATER WORKS                                | Utilities                    | 2,312.21   |
| DES MOINES, CITY OF                                   | Lease/Leachate Processing    | 22,202.65  |
| DIAM PEST CONTROL                                     | Pest control                 | 142.00     |
| DRAKE UNIVERSITY                                      | Consulting fees              | 3,100.00   |
| DUKE AERIAL, INC.                                     | MRF Equipment rental         | 456.00     |
| ELECTRONIC ENGINEERING CO.                            | Parts                        | 1,895.16   |
| EXPRESS HOLDINGS LLC                                  | Building Services            | 128.25     |
| EXPRESS LAUNDRY                                       | Floor mats                   | 125.00     |
| FIRST CHOICE SERVICES / US COFFEE                     | Office supplies              | 129.00     |
| FLYNN WRIGHT  | Public information/promotion | 2,725.00   |
| FORCE FITTERS LLC                                     | Employee Uniform             | 2,037.80   |
| FREIGHTLINER OF DES MOINES, INC                       | Parts                        | 1,042.91   |
| GARRY & CONNIE HOWE                                   | Can Redemption               | 2,334.60   |
| GRAINGER  | Parts/small tools/supplies   | 326.80     |
| GREENER ALTERNATIVES LAWNCARE & LANDSCAPING LLC       | Site maintenance             | 120.00     |
| GRIMES, CITY OF                                       | Utilities                    | 2,807.85   |
| HDR ENGINEERING, INC.                                 | Engineering services         | 5,431.33   |
| HEAVY HIGHWAY FRINGE BENEFIT ADMINISTRATION CO.       | Medical insurance            | 615.00     |
| HIRE QUALITY SOLUTIONS                                | Temporary Labor              | 643.20     |
| HIRE QUEST, LLC                                       | Staffing                     | 4,585.12   |
| HOLM'S/AMERICAN RADIATOR LLC                          | Parts/labor                  | 967.50     |
| HOME DEPOT CREDIT SVC                                 | Supplies                     | 19.93      |
| HOUSBY MACK, INC.                                     | Parts/labor/preventive maint | 3,022.46   |
| HY-VEE INC.   | Supplies/meetings            | 1,105.38   |
| IMWCA   | WC insurance                 | 25,221.00  |
| INDEED, INC   | Advertising                  | 120.00     |
| INLAND TRUCK PARTS CO.                                | Parts/labor/preventive maint | 445.83     |
| IOWA DEPT OF NATURAL RESOURCES                        | Site permits                 | 1,775.00   |
| IOWA DES MOINES SUPPLY, INC.                          | Janitorial supplies          | 509.33     |
| IOWA DNR  | SWAP Grant 21-G550-08        | 1,388.89   |
| IOWA LABORERS' DISTRICT COUNCIL HEALTH & WELFARE FUND | Medical insurance            | 25,693.76  |
| IOWA REGIONAL UTILITIES ASSOCIATION                   | Utilities                    | 24.48      |
| IOWA STAFFING INC                                     | Temporary Labor              | 5,012.16   |
| IPERS   | Employer's share of IPERS    | 49,570.47  |
| JENKINS IRON & STEEL                                  | Capitol expense              | 2,250.00   |
| KABEL BUSINESS SERVICES                               | Employee benefit expense     | 7,447.51   |
| KABEL BUSINESS SERVICES                               | Service fees                 | 54.90      |
| KARL CHEVROLET  | Parts/labor                  | 6,411.46   |
| KNAPP   | Management fee               | 2,195.80   |
| KNAPP   | Site maintenance             | 1,032.50   |
| LARRY'S WINDOW SERVICE, INC.                          | Building Services            | 270.00     |
| LOFT MASSAGE AND BODY WELLNESS, INC                   | Tenant Improvements          | 101,745.00 |
| MENARDS-ALTOONA                                       | Supplies                     | 429.90     |
| MENARDS-GRIMES  | Supplies                     | 104.88     |
| MHC KENWORTH - DES MOINES                             | Parts/labor/preventive maint | 4,963.94   |

|                                |   |                     |
|--------------------------------|---|---------------------|
| MICHAEL MCCOY                  | Travel Reimbursement                                    | 1,429.35            |
| MID IOWA OCCUPATIONAL TESTING  | Pre-employment  | 300.00              |
| MIDAMERICAN ENERGY             | Utilities   | 12,746.38           |
| MIDLAND POWER COOPERATIVE      | Utilities   | 561.66              |
| MMC CONTRACTORS IOWA, INC.     | Bldg repairs/site maintenance                           | 2,906.31            |
| NATIONAL MINERALS CORPORATION  | Fly Ash   | 54,446.40           |
| NATIONWIDE OFFICE CLEANERS LLC | Janitorial services                                     | 304.41              |
| O'REILLY AUTO PARTS            | Parts/small tools/supplies                              | 131.75              |
| OTIS                           | Elevator inspection                                     | 125.00              |
| PAYLOCITY                      | Processing fee  | 2,059.50            |
| PER MAR                        | Security  | 210.00              |
| PRAXAIR DISTRIBUTION INC.      | Welding supplies  | 253.31              |
| PROSPERITY JANITORIAL          | Janitorial services                                     | 3,466.68            |
| QED ENVIRONMENTAL SYSTEMS, INC | Leachate maintenance/collectio                          | 3,300.96            |
| QPS EMPLOYMENT GROUP, INC      | Temporary Labor   | 6,593.42            |
| QUICK OIL CO.                  | Equipment Fuel  | 96,197.46           |
| REPUBLIC COMPANIES             | Contract disposal                                       | 200.00              |
| RSM US LLP                     | Consulting/prof service/dues                            | 17,552.53           |
| RYAN INCORPORATED CENTRAL      | MPE Cell E  | 1,495,680.19        |
| SCHIMBERG CO                   | Parts   | 34.61               |
| SECURITY EQUIPMENT, INC.       | Site maintenance  | 8,119.33            |
| SETCO                          | Parts   | 2,244.26            |
| SOCIAL SECURITY ADMINISTRATION | Employer's share of FICA                                | 47,971.41           |
| SUMMIT COMPANIES               | Fire extinguisher                                       | 1,675.31            |
| SYN-TECH SYSTEMS INC           | Equipment Fuel  | 259.00              |
| T & T SPRINKLER SERVICE        | Site maintenance  | 210.00              |
| TAB PRODUCTS CO. LLC           | Consulting fees   | 5,625.06            |
| TESTAMERICA LABORATORIES, INC  | Environmental monitoring                                | 57.50               |
| TIFCO INDUSTRIES               | Parts/small tools/supplies                              | 1,631.44            |
| TOTER, LLC                     | Curbside cart expense/repair                            | 943.00              |
| TREASURER STATE OF IOWA        | Sales tax   | 22,149.54           |
| ULINE                          | Office supplies   | 895.87              |
| UNITED STATES POSTAL SERVICE   | PO Box Renewal  | 332.00              |
| VAN WALL EQUIPMENT             | Parts/labor/preventive maint                            | 74.52               |
| VANTAGEPOINT TRANSFER AGENTS   | Employer's share deferred compensation                  | 7,922.26            |
| VERIZON WIRELESS               | Computer supplies/maintenance                           | 930.83              |
| VERMEER SALES & SERVICE INC.   | Parts   | 7,828.00            |
| WASTE MANAGEMENT OF IOWA       | Curbside/drop off/waste coll                            | 1,876.72            |
| WASTE SOLUTIONS OF IOWA        | Building Services                                       | 872.00              |
| WEST BANK                      | Credit card payment for misc office and travel expenses | 32,690.27           |
| WEST BANK                      | Service fees  | 8.00                |
| WEX                            | Fuel  | 2,641.10            |
| XENIA RURAL WATER DISTRICT     | Utilities   | 215.39              |
| ZIEGLER, INC.                  | Part/labor/prev maint/subscrip                          | 105,132.29          |
| <b>Grand Total</b>             |   | <b>2,611,371.77</b> |

The MWA Executive Director and the Deputy Director certify that the above MWA bills paid are properly due and have been made in accordance with the operating and expenditure processes established by MWA.



Michael McCoy, Executive Director



Leslie Irlbeck, Deputy Director

**Metro Waste Authority Board**  
**Monthly Board Meeting**  
**December 21, 2022**  
**AGENDA ITEM 7**

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**ITEM:**

Approval of Strategic Materials, Inc., Agreement for Glass Cutlet

**SUMMARY:**

Strategic Materials, Inc., is a glass recycler that has been purchasing glass produced by the Metro Recycling Facility (MRF). The contract outlines a purchasing agreement between Metro Waste Authority (MWA) and Strategic for glass cutlet produced by MWA's MRF.

**DISCUSSION POINTS:**

MWA has partnered with Strategic Materials, Inc., to sell glass since opening the MRF in November 2021. Strategic has been a fair partner with a positive reputation in the industry. This two-year contract with Strategic Materials, Inc., assures an outlet for the glass collected through single stream and source-separated drop-offs.

**STAFF RECOMMENDATION:**

Staff recommends approval of Strategic Materials, Inc., Renewal Agreement for glass cutlet.

**ATTACHMENTS:**

- Strategic Materials, Inc., Contract

**CONTACT:**

Michael McCoy, executive director, 515.323.6535



## GLASS RECYCLING SERVICE AGREEMENT FOR BOTTLE CULLET

Subject to the attached Terms and Conditions and the following provisions, the supplier identified in the signature space at the end of this agreement ("**Supplier**") grants to Strategic Materials, Inc. ("**Strategic**") the sole right but not the obligation to recycle all of the glass scrap and/or cullet generated or accumulated by Supplier at Supplier's facility(ies), as follows:

### PARTIES & FACILITIES

| Strategic Headquarters  | Supplier Mailing Address   |   | Supplier Facilities | Local Contact | Strategic Facility |
|---|--|---|---------------------|---------------|--------------------|
| Strategic Materials, Inc<br>16365 Park Ten Place, Suite 200<br>Houston, Texas 77084 | <b>Metro Waste Authority</b><br><b>4185 Beisser Lane</b><br><b>Grimes IA 50111</b> | 1   | Grimes IA           | Michael McCoy | St. Paul           |
|   |  | 2   |                     |               |                    |
|   |  | 3   |                     |               |                    |
| Headquarters Contact:<br>Supply Administrator                                       | Contact<br>Michael McCoy   | 4   |                     |               |                    |
| Phone: 281-647-2700   | Phone: 515-323-6535  | <i>Attach additional sheet as needed for additional Supplier Facilities</i> |                     |               |                    |
| Fax: 281-647-2710   | Fax: 515-323-6548  |   |                     |               |                    |

### TERM

**Date of Agreement:** \_\_\_\_\_ 11/16/2022 \_\_\_\_\_ **Effective Service Date:** \_\_\_\_\_ 11/1/2022 \_\_\_\_\_

The initial term of this Agreement is one (1) year from the Effective Service Date shown above.

### BASE RATES OF PAYMENT:

Base rates are based on the actual weight of Cullet received by Strategic, as determined by Strategic. Strategic may adjust fees, or reject and/or return at supplier's expense, cullet which contains foreign contaminants such as stones, ceramics, porcelain, paper, metal, wire glass, mirrored glass, leaded glass, CRT or electronic glass, rags, laminated glass, plastic, biomedical or infectious waste, and general rubbish. Supplier also certifies that it will supply Strategic with only soda-lime type glass unless otherwise agreed to in advance and specified below under Other column. Supplier will not commingle different composition types of glass within any single container or bin.

| Supplier's Facility<br>(listed above)                                       | Picked up<br>or delivered | Flint<br>bottle | Anther<br>bottle | Green<br>bottle | 3-Mix<br>bottle | Other |
|---|---------------------------|-----------------|------------------|-----------------|-----------------|-------|
| 1   | Delivered                 |                 |                  |                 | \$35            |       |
| 2   |                           |                 |                  |                 |                 |       |
| 3   |                           |                 |                  |                 |                 |       |
| 4   |                           |                 |                  |                 |                 |       |
| <i>Attach additional sheet as needed for additional Supplier Facilities</i> |                           |                 |                  |                 |                 |       |

### ADJUSTMENTS

The base rates shown above shall be adjusted for each Supplier Facility from time to time based upon the combination of the amount of non-glass residue contained with Cullet received from such Facility (termed "**Non-Glass Residue**" or "**NGR**") and the amount of Cullet which is less than 3/8ths of an inch in diameter (termed "**Undersize**" or "**Fines**"), each of which decreases the value of the Cullet to Strategic. These adjustments are set forth in the most recent Tipping Fee Calculator matrix which is attached to this Agreement and incorporated herein by reference. Strategic shall adjust the Tipping Fee Calculator from time to time based upon changes in its market for glass cullet and costs of production, either or both of which may be seasonal. Unless otherwise agreed to, Strategic will not adjust the Tipping Fee Calculator more frequently than once a month. These adjustments can be made either by base price adjustments or by monthly chargebacks.

### SIGNATURES

The undersigned individual, signing this Agreement on behalf of Supplier, acknowledges that he or she has read and understands the Terms and Conditions of this Agreement set forth above and on the following pages, which are incorporated by reference, and that he or she has the authority to sign the Agreement on behalf of Supplier. This Agreement shall be complete when signed by Strategic by its authorized representative in Houston, Texas.

**SUPPLIER:** \_\_\_\_\_  
(Print legal name of supplier above)

**STRATEGIC MATERIALS, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## TERMS AND CONDITIONS

- 1. Services Rendered.** Supplier grants to Strategic the exclusive right of use of any property, contamination of or adverse effects on the environment, or any violations of federal, state or local laws, regulations or or Supplier's waste glass materials ("Culders, caused by, resulting from, or incidental let") and Strategic agrees to furnish to, (i) Supplier's breach of any term or provision of this Agreement; (ii) the sole negligence gross negligence, concurrent negligence, or willful misconduct of Supplier; (iii) Supplier's use, operation or possession of the equipment; or (iv) any Cullet which contains contaminants as listed in Section 2. This Section 4 Agreement is all soda lime bottle cullet scrap glass identified by chemical type and free from contamination generated by Supplier's Facility(ies). Cullet specifically excludes and Supplier agrees not to deposit in Strategic's equipment or deliver to Strategic's plant any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or hazardous material as defined by applicable federal, state, provincial, or local laws or regulations. Supplier also agrees not to deposit in Strategic's equipment or deliver to Strategic's plant any glass ceramic blends such as pyroceram or neoceram.
- 2. Cullet Definition.** The Cullet to be recycled by Strategic pursuant to this Agreement is all soda lime bottle cullet scrap glass identified by chemical type and free from contamination generated by Supplier's Facility(ies). Cullet specifically excludes and Supplier agrees not to deposit in Strategic's equipment or deliver to Strategic's plant any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or hazardous material as defined by applicable federal, state, provincial, or local laws or regulations. Supplier also agrees not to deposit in Strategic's equipment or deliver to Strategic's plant any glass ceramic blends such as pyroceram or neoceram.
- 3. Title.** Strategic shall acquire title to the Cullet when it is loaded into Strategic's truck or delivered by supplier to Strategic's plant. Title to and liability for any material other than Cullet which has been deposited into Strategic's equipment ("Excluded Waste") shall remain with Supplier and Supplier expressly agrees to defend, indemnify and hold harmless Strategic from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in Strategic's trucks, containers, or other equipment. Supplier agrees to comply with any description of and/or procedures with respect to removal of contaminants rejected by a potential purchaser or otherwise determined by Strategic not to be resalable or to have a reduced resale value. Strategic may require Supplier to pay Strategic the charges incurred by Strategic (plus overhead and lost profit) for hauling, processing and/or disposal of such material and for the reduction in resale value of such material, or Strategic may automatically offset such sums against other monies owed to Supplier.
- 4. Indemnification.** Supplier agrees to indemnify, protect, hold harmless and defend Strategic (and its subcontractors) from and against any and all liabilities, claims, losses, or voluntary settlement payments, of whatever kind and nature, and the costs and expenses incurred incident thereto, including coats of defense, settlement and reasonable attorneys' fees incurred by Strategic, as a result of death or bodily injuries to any employee of Supplier or other person, destruction or damage to
- a reasonable opportunity to provide the required access; however, Strategic reserves the right to charge an additional fee for any additional collection service required by Supplier's failure to provide such access.
- 8. Damage to Pavement.** Supplier recognizes the difficulty of ensuring that the Supplier's pavement or driving surface is adequate to bear the weight of Strategic's vehicles. Therefore, Supplier agrees that Supplier will be responsible for any damage to Supplier's pavement, curbing or other driving surfaces resulting from the weight of Strategic's vehicles providing service at the Supplier's location.
- 9. Liquidated Damages.** In the event Supplier terminates this Agreement prior to its expiration other than as a result of a breach by Strategic or Strategic terminates this Agreement for Supplier's breach, Supplier agrees to pay to Strategic as liquidated damages a sum calculated as follows: (1) if the remaining term under this Agreement is twelve or more months, Supplier shall pay its average monthly activity measured in tons times \$25/ton times the remaining months in the contract; (2) if the remaining term under this Agreement is less than twelve months, Supplier shall pay its average monthly activity measured in tons times \$25/ton multiplied by the number of months remaining in the term. Supplier expressly acknowledges that in the event of an unauthorized termination of this Agreement, the anticipated loss to Strategic in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. In the event Supplier fails to pay Strategic all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and Strategic refers such matter to an attorney, Supplier agrees to pay; in addition to the amount due, any and all costs incurred by Strategic as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.
- 10. Suspension and Termination for Cause.** If, during the term of this Agreement, either party shall be in breach of any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, that no termination shall be effective unless and until the complaining party has given written notice of such breach to the other party and the other party has failed to cure such breach within at least thirty (30) days thereafter. In the event any such breach remains uncured for a period of thirty (30) days, the complaining party may terminate this Agreement by giving the other party written notice of such termination; which shall become effective upon receipt of such notice.
- 11. Assignment.** Strategic may assign its rights and obligations hereunder to any subsidiary, affiliated, or successor corporation or entity. Supplier shall not assign its rights and obligations hereunder without the prior written consent of Strategic.
- 12. Right of First Refusal to Provide Additional Service.** Strategic shall have a right-of-first refusal to acquire any and all Cullet generated at Supplier's existing, additional, unnamed, or future facilities that are not currently covered by this Agreement.
- 13. Excused Performance.** Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires and acts of God and such failure shall not constitute a default under this Agreement.
- 14. Binding Effect.** This Agreement is a legally binding contract on the part of Strategic and Supplier and their respective heirs, successors and assigns, in accordance with the terms and condition set out herein.
- 15. Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral that may exist between the parties regarding same.
- 16. Confidentiality.** Supplier agrees not to disclose the terms and conditions of this Agreement to any other party without the express written consent of Strategic.
- 17. Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Texas, excluding its conflict of laws provisions.

**These Terms and Conditions are part of the Glass Recycling Service Agreement for Bottle Cullet.**

**Metro Waste Authority Board**  
**Monthly Board Meeting**  
**December 21, 2022**  
**AGENDA ITEM 8**

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**ITEM:**

Approval of Credit Card Transaction Fee Policy

**SUMMARY:**

Assessing a fee for transactions paid via credit card.

**DISCUSSION POINTS:**

Metro Waste Authority proposes implementing a fee equivalent to the highest rate charged by the agency's card processing agent and/or the card issuer at time of the transaction. This fee will offset the ongoing expense incurred by MWA for customers paying invoices via credit or debit card.

**STAFF RECOMMENDATION:**


Staff recommends approval of Credit Card Transaction Fee Policy.

**ATTACHMENT:**

- Credit Card Transaction Fee Policy

**CONTACT:**

Michael Conroy, finance administrator, 515.323.6506

|   |                           |  |                |  |   |  |
|---|---------------------------|--|----------------|--|---|--|
| <br><b>Metro Waste Authority</b><br><i>Your Partner in Environmental Solutions</i> |                           | <b>BOARD POLICY</b><br><br><b>Credit Card Transaction Fee Policy</b> |                |  |   |  |
| Document No:<br>ACCT-FIN 7XX  | Issue Date:<br>01-XX-2023 | Revision No:   | Revision Date: | Prepared By:<br>Finance<br>Administrator<br>Michael Conroy | Reviewed By:<br>Executive Director<br>Michael McCoy | Approved By:<br>MWA Board<br>on 01-XX-2023 |

*The on-line version and secured hardcopy are the controlled documents. The secured hardcopy will be identified by an “Official Document” stamp giving date of distribution. Any and all other documents are uncontrolled. Contact the Policy Coordinator or refer to Metro Waste Authority’s computer share drive for latest version.*

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### 1.0 PURPOSE

Establish the fee Metro Waste Authority (Authority) shall charge for payments received via credit or debit card for goods or services.

### 2.0 SCOPE

Credit card transactions for payments of goods or services to the Authority.

### 3.0 DEFINITIONS

Credit card transactions – payments to the Authority for goods or services paid via a credit or debit card

### 4.0 RESPONSIBILITIES

The Authority shall set procedures to collect a fee equivalent to the highest rate charged by its card processing agent and/or the card issuer.

### 5.0 PROCEDURES

5.1 The Authority will collect a fee that is equivalent to the highest rate charged by its card processing agent and/or the card issuer at the time of the transaction.

5.2 The fee will be in addition to the payment made to the customer account and will be displayed in the transaction details prior to payment verification.

### 6.0 REVIEW

This policy shall be reviewed on an as needed basis.

### 7.0 REFERENCES/RELATED DOCUMENTS

None

|                             |  |   |
|-----------------------------|--|---|
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| Title and Location:         | T:\Share\Policies-Procedures\Board Policies\ACCT-FIN 702 Financial Accountability Policy |   |