

Exhibit 3

**2018 District Grant Completeness Checklist**

Project No:	Project Title Recycling Facility Skid Steer		
<p>To ensure the district grant application is complete, the following form is required to be completed. Failure to submit this form will result in the grant application being categorized as "incomplete". Only if you can answer Yes or Not Applicable to all the questions on the form is the grant application complete and ready for submission. This Checklist must be signed and dated by the authorized official submitting the application as the signature is an affirmative attestation in regard to the requirements set forth at Section 2. Miscellaneous Items on the 2018 District Grant Application Profile Form.</p>			
Description	Application Page #	Initials of Applicant	District Verification
<b>WORKSHEETS</b>			
Performance Measures Worksheet Total Diversion Estimated from Project is completed. See Exhibit 4.	3	KJH	
Budget Worksheet is completed, match is included to meet the requirements and worksheet is mathematically accurate. See Exhibit 6.	4, 10	KJH	
<b>FORMS</b>			
2018 Grant Application Profile Form. All items on the form are completed or marked not applicable. See Exhibit 5.	5 - 10	KJH	
District Subgrantee or Plan Implementation Budget Form. All items are completed and the form is mathematically accurate. See Exhibit 7.	11, 12	KJH	
<b>SUPPORTING DOCUMENTATION</b>			
Match Commitment Documentation (District required match.) See Page 3.	13, 15	KJH	
E-verify documentation, if the grant applicant is a business entity for federal employment reporting purposes. See Page 26.	27 thru end	KJH	
1 Quote for each budget line item \$3,000.01 or over. See Page 12.	16	KJH	
1 Formal Quote for each budget line item \$25,000.00 or over. See Page 12.	16	KJH	
Additional sheets, if needed, to report previous District Grants received in excess of lines on District Subgrantee or Plan Implementation Budget Form	N/A	KJH	
Additional sheets, if needed, to report more Personnel than lines allow on District Subgrantee or Plan Implementation Budget Form	N/A	KJH	
Other additional sheets, if needed, to report more Contractual Services, Supplies, Travel, or Other lines than allowed on the District Subgrantee or Plan Implementation Budget Form	N/A	KJH	
Any other document(s), the grant applicant believes are necessary to complete the grant application. EDUCATION	10 last paragraph	KJH	

**2018 District Grant Completeness Checklist**

Description	Application Page #	Initials of Applicant	District Verification
Information required for Projects totaling \$50,000.00 or more.	N/A	<i>K.A.H.</i>	
A. Demonstrate technical feasibility by submitting:	N/A	<i>K.A.H.</i>	
1.) A preliminary project design; or	17	<i>K.A.H.</i>	
2.) Engineering plans and/or specifications for any facilities/equipment.			
B. Financial report including			
1) A three (3) year business plan. For projects involving recycling and reuse technologies, the plan shall include a market analysis with information demonstrating that the applicant has secured the supply of and demand for the recovered material and recycled products necessary for sustained business activity.	10, 18 - 26	<i>K.A.H.</i>	
2) A description of project financing, including projected revenue from the project.			
3) A credit history.			
4) Up to three (3) years previous financial statements or reports.			
<b>CHECKLIST</b>			
2018 District Grant Application Checklist is present, signed and dated.	1, 2	<i>K.A.H.</i>	
<b>MANDATORY GRANT TRAINING</b>			
Grant applicant or representative attended training per sign-in sheet.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>GRANT APPLICATION PACKAGE</b>			
Grant application package was received by 4:00 p.m. on April 9, 2018. Package was sealed and appropriately marked "Grant Application Enclosed".	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Grant application package contains one (1) original and two (2) copies signed and dated.	Yes	<i>K.A.H.</i>	
Proof paper used for grant application submittal is 30% or more recycled content.	26	<i>K.A.H.</i>	
District Grant Application Checklist is included in grant application package and is signed and dated by authorized official.	1, 2	<i>K.A.H.</i>	

**I certify that all information in this application is accurate and complete, and that I am authorized by my organization to submit this application.**

Signed: *Kyle A. Smith*  
 Title: General Manager

Date: April 9, 2018

## Exhibit 4

### 5 Year Diversion (Minimum Life of a Skid Steer)

Type of Waste Diverted	Total Tonnage for Life of Grant Project	Type of Waste Diverted	Total Tonnage for Life of Grant Project	Type of Waste Diverted	Total Tonnage for Life of Grant Project	Type of Waste Diverted	Total Tonnage for Life of Grant Project
Cardboard	15,000	Other Paper	0	Clear Glass	215	Other Glass	0
Newspaper	0			Brown Glass	100		
Magazines	0			Green Glass	100		
Office Paper	0			Fluorescent Bulbs/Tubes	0		
Mixed Paper	1,650						
Aluminum	25	Other Metal	0	PET #1	25	Other Plastic #4	550
Food Cans	4,000			HDPE	200		
Non-ferrous	0			Plastic Film	0		
Oil Filters	0			Styrofoam	0		
Food	0	Other Organics	0	Household Hazardous Waste	0	Waste Oil	0
Wood	0			Electronics	20	Tires	0
Pallets	0			Construction and Demolition Waste	0	Commingled Single Stream or Dual Stream	0
Textiles	0			Lead Acid Batteries	0	White Goods	0
				Yard Waste	0	Other	0

Other performance measures to consider dependent on the type of your project:

Estimated Jobs to be Created	0
Estimated Jobs to be Retained	2
Estimated individuals Attending Training Provided	1
Other Measurable Outcome:	

## Exhibit 6

(Equipment only)

Equipment Description	Page/Attachment in Application with description	Estimated # of units	Cost per unit	Total Cost
Skid Steer	17	1	\$ 35,500	\$35,500
Grapple Bucket	17	1	\$3,900	\$3,900
		Total Amount		\$39,400

Exhibit 5

**West Central Missouri Solid Waste Management District - Region F  
2019 Grant Application Profile Form**

<b>Project No:</b>	<b>Project Title:</b> <b>Recycling Facility Skid Steer</b>
<p><b>1. Executive Summary:</b> (Include specific information about the project as well as how the project is Beneficial, who it benefits and the evaluation methods used to quantitatively and qualitatively measure success of the project. Answer within the space provided.)</p>	
<p>Since opening in 1996 as a joint effort between the City of Marshall and the city-owned Marshall Municipal Utilities (MMU) we have collected over 1,250 tons of post-consumer waste products each year at the facility, which include: cardboard, all paper products (mixed paper, newspapers, magazines and books), mixed glass, plastics, aluminum cans, metal cans and electronic waste. The city's recycling trucks collect waste paper and cardboard from households and businesses. The city's trucks bring it to MMU's recycling facility for processing. To date, MMU has invested over \$900,000 of its own capital in Marshall's Recycling Facility.</p> <p>In addition to the City of Marshall and Saline County, we get both commercial and residential recyclers coming to use our facility from several adjacent counties. MMU built a drop off area to allow recyclers to bring recyclable goods to the facility 24 hours a day, 7 days per week.</p> <p>This proposed project will add a new skid steer and grapple bucket to our recycling facility. It will replace our smaller, older unit that was purchased in 2011 using a Region F Solid Waste Grant. In December 2016, the local Sheltered Workshop in Marshall, MO disbanded their jobs program. At that time the ConAgra Foods plant in Marshall was sending 150-250 tons of corrugated cardboard each month to the Shelter for processing. On December 9, 2016, MMU started taking ConAgra's cardboard on a temporary basis to determine the feasibility of this arrangement. Changes had to be made for both ConAgra and MMU, but after three months ConAgra and MMU have entered into a long-term (3+ year agreement). 100% of ConAgra's corrugated cardboard and 100% of their #4LDPE plastic are received and processed at MMU's facility. Since December of 2016 our recycling facility has processed over 3,446 tons of ConAgra's cardboard and over 120 tons of their #4 LDPE plastic. This is in addition to the tonnage coming from the City's curb side pickup and the customer drop-off area at the Marshall Facility.</p> <p>Marshall is wanting to buy a new skid steer for three reasons. The first reason would be to increase its size to accommodate the 250% increase in volume that this facility has seen in the past year. The second, our current skid steer is experiencing more than a normal amount of breakdowns that can not be allowed to continue with the higher volume of post consumer waste we are handling. The third reason, is to reduce the exposure of our personnel to exhaust fumes. The emissions from new units have greatly been reduced over the past several years. Our personnel are spending much more time running equipment in an enclosed building where air quality is an issue.</p> <p>In summary, this is the most important piece of equipment we used at the facility. It will be used everyday 6 - 8 hours. A new skid steer will speed up our operation, reduce down-time and greatly improve air quality for our personnel inside the facility during the winter months.</p>	

Exhibit 5 continued  
West Central Missouri Solid Waste Management District - Region F  
2019 Grant Application Profile Form

<b>Project No:</b>	<b>Project Title:</b> Recycling Facility Skid Steer
<b>1. Executive Summary (Continued)</b>  N/A	
<b>2. Miscellaneous Items</b> N/A	
<b>A. By signing and dating below, the official authorized to sign for the grant applicant attests that all applicable federal, state and local permits, approvals, licenses or waivers necessary to implement the project are either not needed or have been obtained or applied for and will be obtained prior to award.</b>	
<b>B. By signing and dating below, the official authorized to sign for the grant applicant attests that this project is in compliance with local zoning ordinances.</b>	

*Kyle D. Lusk* 4/19/18

Exhibit 5 continued

West Central Missouri Solid Waste Management District - Region F  
2019 Grant Application Profile Form

<b>3. Physical Location of Project:</b>	
Address Line 1:	796 West North Street
Address Line 2:	
City:	Marshall
State:	Missouri
Zip Code:	65340
<b>4. Work Plan: Identify project task as task 1, task 2, etc. and provide an explanation of each.</b>	
<b>Task 1: A new skid steer will be specified to meet the recycling facilities needs.</b>	
<b>Task 2: A minimum of three sealed bids from manufacturers will be solicited to ensure a competitive price for the skid steer and grapple.</b>	
<b>Task 3: Bids will be reviewed to ensure the best bid is selected.</b>	
<b>Task 4: Delivery of unit will require up to 90 days. Since the recycling materials are currently being received and processed at the recycling facility, once the skid steer is received, we will utilize it based on current and future needs while keeping records of the amount of recycling it processes.</b>	
<b>Task 5: Quarterly reports will be provided to the district and a final report will be provided to discuss and analyze our efforts and progress.</b>	

Exhibit 5 continued

West Central Missouri Solid Waste Management District - Region F  
2019 Grant Application Profile Form

**5. Key Personnel and Qualifications:** Resumes may be attached or provide below a description of qualifications of key personnel assigned to the project especially the project manager.

**KYLE D. GIBBS**  
Project Manager  
1012 Stonehaven  
Marshall, Missouri 65340  
Telephone (800) 202-7189  
Work (800) 686-8856 ext. 1100

**EXPERIENCE SUMMARY:**

Construction of the existing pellet facility and drop-off facility in Marshall, Missouri, responsible for the design, construction management, engineering design and operation. Thirty years overall experience in the construction, operations and maintenance of electric power plants, centered around 11 years in the construction industry responsible for installation of mechanical equipment and 17 years of supervision within an existing power plant facility.

- \*Develop budgets for annual operations.
- \*Establish manpower needs for maintenance and operations.
- \*Evaluate equipment and make selections on new projects.
- \*Performed estimating and purchasing duties within the mechanical discipline.
- \*Prepared procedures for piping, mechanical equipment and welding installation.
- \*Solved design problems and created changes to piping and pipe support field installations.
- \*Wrote hydro procedures and directed testing.
- \*Supervised upward of 100 engineers and technicians for above activities.
- \*Strong background in the civil, electrical and instrumentation disciplines.

**EDUCATION:**

California Polytechnical State University San Luis Obispo, CA, 1989-B.S., Mechanical Engineering

**EMPLOYMENT HISTORY:**

February 2007- MARSHALL MUNICIPAL UTILITIES, Marshall, MO  
Present General Manager

April 1991 - MARSHALL MUNICIPAL UTILITIES, Marshall, MO  
February 2007 Superintendent of Electric Production

June 1989 - LUTZ, DAILY & BRAIN, Kansas City, MO  
April 1991 Consulting Engineer

1985 - 1988 EBASCO CONSTRUCTORS INC., Lyndhurst, NJ  
Engineering Supervisor  
Maintenance Engineer

1984 - 1985 CATARACT INC., Pittsburg, PA  
Contract Administrator  
Start-up Support Engineer

1979 - 1984 FLUOR DANIEL INC., Greenville, SC  
Materials Engineer  
Piping Engineer Supervisor  
Lead Hydro Engineer  
Work Package Supervisor

1972 - 1976 U.S. AIR FORCE, Vandenberg, AFB CA  
Nuclear Weapons Specialist (E-4)

**LICENSES HELD:** Engineer-in-Training Exam California Certificate Number 43674



Exhibit 5 continued

West Central Missouri Solid Waste Management District - Region F  
2019 Grant Application Profile Form

6. Time Line

Task Description	Month																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	X																	
2	X	X																
3			X															
4					X													
5				X			X		X									X
6																		
7																		
8																		
9																		
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26																		
Quarterly and Final Reports for District																		

**Exhibit 5 continued**  
**West Central Missouri Solid Waste Management District - Region F**  
**2019 Grant Application Profile Form**

**7. Budget Detail Narrative: For Cost Categories having line items with cost of \$3,000.00 or more, provide a brief explanation of why the item is needed and the methodology used for estimating the cost.**

Cost estimates for this project were obtained from potential bidders. (See Page 16)

Budget category	Cost Category		
	Grant Requested	Match Provided	Total Cost
<b>A. Recycling Facility Skid Steer</b>			
1. Skid Steer	\$30,175	\$5,325	\$35,500
2. Grapple Bucket	\$3,315	\$595	\$3,910
<b>Total Budget for Project</b>	<b>\$33,490</b>	<b>\$5,910</b>	<b>\$39,400</b>
Percent of Total	85%	15%	100%

**Permits:**

There are no permits, licenses, security interest or waivers required. This project simply adds a new skid steer loader to our facility.

Match commitment documentation: see page 13 and 15

**Evaluation procedure:**

Aluminum, cardboard, glass, paper, metal cans, computerelectronic waste are all on the district's targeted material list. The purchase of the skid steer will allow the Marshall Recycling Facility to recycle a minimum of 4,250 tons of products over the next 5 plus years. The City is committed to increasing our recycling tonnage every year. The new arrangement with ConAgra is an example of our commitment. This new skid steer along with the new auto tie baler we have purchased will process the cardboard and mixed paper. Our current baler will be dedicated to processing all plastic, steel cans and aluminum cans. The additional volume of #4 plastic coming in from ConAgra is expected to be in the 10-15 ton/month arrangement.

The City has the exclusive rights to the collection of post-consumer waste. This means our waste stream is guaranteed and our past 20-year record is strong evidence that the 4,250+ tons of recycling goods will be collected and sold for many years.

All recycled materials are weighed and will be recorded to determine tonnage diverted from start to finish of this project.

The City of Marshall has a well established facility to provide long-term recycling. To efficiently market most recyclables for resale, you must have space for processing the loose goods, storing the baled products and equipment that can load a truck with 40,000 lbs. of product. The necessary equipment needed to package the various products for shipment is already in place at this location. The following is a brief list of equipment we already have in place at the City's facility to efficiently recycle.

1. Two Horizontal Balers
2. 70' Truck Scales
3. 8,000 lb. Fork LIFT
4. Front-end Loader with Large Bucket
5. 2,500 sq. ft. of inside Building Storage
6. Electric Service, Water Service and Sewer Service
7. Two Bay Loading Dock
8. 8,000 sq. ft. of inside Building Space for Production and Processing
9. 5,500 sq. ft. of Outside Collection and Storage at the Drop-Off Area
10. Loading Dock

In addition to the land that MWU owns, the above items represent over \$900,000 of building and equipment that will serve this project.

The City of Marshall is asking for grant assistance for a new skid steer which is a needed addition to continue our project. Capital funds for new equipment are difficult to justify based on what we collect from recycling. We all know recycling is the right thing to do, but we also know it cost money.

**Education:**

Through the years, we have provided information about how our facilities operate, our experience, and the good and bad things we have learned. Many organizations have toured the facility over the past 20 years and we gladly share our acquired knowledge with other interested parties. We average 16 plus tours of the facility each year.



Exhibit 7 continued

DISTRICT SUBGRANTEE OR PLAN IMPLEMENTATION BUDGET FORM, PART 2

1. DISTRICT IDENTIFICATION (A-F) Region F	2. PROJECT NUMBER	3. PROJECT NAME Recycling Facility Skid Steer		
LINE ITEM	REQUESTED FUNDS	MATCH FUNDS	MATCH IN-KIND	TOTAL FUNDS
<b>4. PERSONNEL - List each employee being paid with state grant funds</b>				
	\$ 0.00	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
<b>5. FRINGE BENEFITS</b>				
	\$ 0.00	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
<b>6. CONTRACTUAL SERVICES - List each professional service being paid with state grant funds</b>				
	\$ 0.00	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
<b>7. EQUIPMENT - List equipment to be purchased with state grant funds and provide documentation for any item costing \$5,000 or more</b>				
skid steer	\$ 30,175.00	\$ 5,325.00	\$ 0.00	\$ 35,500.00
grapple bucket	\$ 3,315.00	\$ 585.00	\$	\$ 3,900.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
<b>8. SUPPLIES</b>				
	\$ 0.00	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
<b>9. TRAVEL</b>				
In-state: Miles	\$ 0.00	\$	\$	\$ 0.00
Transportation	\$	\$	\$	\$ 0.00
Meals	\$	\$	\$	\$ 0.00
Lodging	\$	\$	\$	\$ 0.00
Incidentals	\$	\$	\$	\$ 0.00
Out-of-state: Miles	\$	\$	\$	\$ 0.00
Transportation	\$	\$	\$	\$ 0.00
Meals	\$	\$	\$	\$ 0.00
Lodging	\$	\$	\$	\$ 0.00
Incidentals	\$	\$	\$	\$ 0.00
<b>10. OTHER - List all other items to be paid with state grant funds.</b>				
	\$ 0.00	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
<b>11. TOTAL DIRECT CHARGES - Sum of 4 through 10.</b>				
	\$ 33,490.00	\$ 5,910.00	\$ 0.00	\$ 39,400.00
<b>12. INDIRECT CHARGES</b>				
	\$	\$	\$	\$ 0.00
<b>13. TOTAL BUDGET - Sum of 11 plus 12.</b>				
	\$ 33,490.00	\$ 5,910.00	\$ 0.00	\$ 39,400.00

# MARSHALL MUNICIPAL UTILITIES

75 EAST MORGAN  
MARSHALL, MISSOURI 65340-2198

PHONE: 660/886-6966  
FAX: 660/886-6724  
Email: mmu@mmumo.net  
Homepage: www.mmumo.net

April 9, 2018

West Central Missouri Solid Waste District Region F  
Division of Pioneer Trails Regional Planning Commission  
802 S. Gordon Street, Room 102  
Concordia, MO 64020

**SUBJECT: Statement of Obligation and Certification**

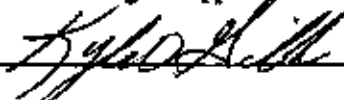
Dear Mr. Sir/Madam:

The City of Marshall's recycling program, previously partially funded through grants by the West Central Missouri Solid Waste District and Department of Natural Resources, is fully operational and is successfully removing waste products from the City's waste stream.

The City is requesting financial assistance through the West Central Missouri Solid Waste District Region F to further increase the participation in our recycling efforts by providing a skid steer that will be utilized in the material handling of all our recycled products.

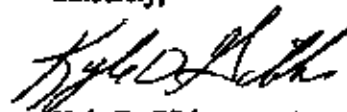
This statement of obligation is provided to demonstrate that Marshall Municipal Utilities is fully committed to the success of this project. Marshall Municipal Utilities has obligated the financial match of this request from the Municipal Utilities electric funds.

I further certify that all information provided within this skid steer grant application is true and conforms to all application requirements.

  
\_\_\_\_\_

If you wish additional information or documentation, I will be happy to provide it upon request.

Sincerely,



Kyle D. Gibbs  
General Manager

KDG/dw

## MARSHALL MUNICIPAL UTILITIES

75 East Morgan  
Marshall, MO 65340

March 29, 2018

The Board of Public Works convened in regular session at 8:30 a.m. at the Marshall Municipal Utilities Business Office. Board members present were Ken Bryant, President; Spencer Fricke, Secretary; Steve Mills, Vice President and Wick Jacobi, Member. Also present were Councilman Dewey Hendrix, and Councilman Ron Ott.

The agenda was approved on a motion by made by Mr. Mills, seconded by Mr. Fricke. General Manager Kyle Gibbs reviewed the safety briefing. The minutes of the previous meetings were approved as printed on a motion by Mr. Fricke, seconded by Mr. Jacobi.

Underground Facilities Director Grant Piper requested to have the exterior of the water tower repainted. The last time it was painted was in 1995 and is recommended as a result of the interior and exterior inspection done last summer. The outside has some thinning spots and UV damage. A new paint job should last 25-30 years. On a motion made by Mr. Mills, seconded by Mr. Fricke, the Board approved requesting bids for painting the 500,000 gallon elevated water storage tank.

Wastewater Treatment Superintendent Nolan Townsend presented the Board information on the north aeration basin. The 14 blowers for the aeration basins are 25 years old; most have been rebuilt and are reaching the end of their lifespan. Over the last few years 3 of the 14 blowers have had bearing problems to cause them to quit. This leaves us open to a possible write-up from DNR if they were to perform a surprise inspection. Superintendent Townsend would like to request quotes for replacing the 3 three failed ones, and will include in the budget to have the others replaced over the next few years. On a motion made by Mr. Jacobi, seconded by Mr. Mills, the Board approved to request quotes for replacing 3 blowers for the north aeration basin.

Superintendent Townsend then updated the Board that the UV disinfection system will be turned on today. And, due to the recent rains there are some flooding & erosion issues with the driveway to the Wastewater Treatment Plant that need to be taken care of.

Electric Distribution Director Jeff Bergstrom updated the Board that approved meters were in for the electric meter project. The 161kV Emergency Tie Line clearing of the right-of-way area has been finished; the construction agreement is being worked on and he should have it ready by the next meeting for Board approval. Poor Boy Tree Service will be adding a second crew and will start working in town.

Water Treatment Superintendent Kenny Clause said the THM reduction project is still on schedule, a progress meeting is scheduled for 1:15 p.m. today and the projected completion date is in May.

Electric Production Director Carl Crawford informed the Board the Emissions Inventory Questionnaire (EIQ) has been filed for 2017. A printer has been installed at the Recycle Center so weight tickets and bill of lading tickets could be printed there instead of making the drivers come inside the building. The quarterly test on units #6, #7, #8, #9, #10 and #11 went well. Unit #6 controls were tested by switching to diesel fuel, and then back to natural gas, then back to diesel; everything ran smooth. Director Bergstrom added that he has been in contact with the manufacturer representative of the automatic generator for Unit #9; and requested a resolution be reached by next week.

03/29/2018

**MARSHALL MUNICIPAL UTILITIES**

**75 East Morgan  
Marshall, MO 65340**

Administrative Services Director Ken Gieringer provided comparison information on water adjustments for the past two years. A remote disconnection was done on one of the new electric meters; technicians observed and no problems were reported; however, until more staff are trained after hour turn-on's won't be possible. A new copier/fax/scanner has purchased for the business office and the old machine was transferred to the Engineering Department.

Human Resource Manager Megan Baldrige provided an analysis of the Wage and Benefit Review a recommendation will be ready for the next Board Meeting. She is working with Safety Specialist Chase Brackman on reviewing quotes for OSHA 10 hour training that will be given to all employees. They feel the best quote is from Summit Safety Group, they will provide on-site, classroom training for \$7,510; and was approved by consensus of the Board. The 20 year employee dinner is scheduled for April 24<sup>th</sup>.

General Manager Kyle Gibbs updated the Board on the Region F Solid Waste Grant training he attended. He will be applying for a grant to purchase a new skid steer or fork lift for the Recycle Center. He explained that one of the requirements included setting aside enough cash to cover 15% match. On a motion made by Mr. Mills, seconded by Mr. Fricke the Board authorizes management to set aside adequate cash from the Electric Operating Fund to support the required 15% cash match necessary to meet the Region F Solid Waste requirement to obtain a 2019 Grant for a new skid steer loader to be used in the Recycling Operation.

General Manager Gibbs requested to seek proposals for engineering services to assist writing specifications on replacing the roofs at the Water Treatment Plant and the Wastewater Filter Building. On a consensus of the Board, approval was given to solicit for engineering services to assist on writing roof specifications.

On a motion by Mr. Mills, seconded by Mr. Fricke, accounts payable were approved and warrants ordered issued from the following funds:

WATER OPERATING FUND	\$ 175,375.92
ELECTRIC OPERATING FUND	\$ 294,910.21
SEWER REVENUE FUND	\$ 48,651.09
INTERNET OPERATING FUND	\$ 27,279.22
NATURAL GAS OPERATING FUND	\$ 4,538.38
ELECTRIC CONSUMER DEPOSIT FUND	\$ 22,700.00
<b>Total</b>	<b>\$ 573,454.82</b>

The next Regular Board meeting will be Thursday April 12<sup>th</sup>, 2018.

On a motion by Mr. Jacobi seconded by Mr. Mills, the Board voted unanimously to adjourn the regular meeting at 9:26 a.m.

**BOARD OF PUBLIC WORKS**  
\_\_\_\_\_, Secretary



Marshall, MO  
800.748.7880

Sales Order

WO1384

Bill To: NRU

DATE OF ORDER 08/28/2018	SALESPERSON Wayne
SHIP TO	

Contact Name Carl Email \_\_\_\_\_  
 Contact Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ How To Del. FOB Est. Del. Date 8/30/18

			factory	Down/Balance on Delivery
1		GENL R168 END LOADER		
		68.5 HP YANMAR TIER 4/4 CYCLE DIESEL		
		OPEN ROPS, STD P&S AUX HYDRAULICS		
		HIGH BACK AIR RIDE SUSPENSION SEAT		
		REAR CAMERA WITH 8" DISPLAY		
		JOYSTICK WITH HYDRAGLIDE RIDE CONTROL		
		REAR COUNTERWEIGHT/ BACKUP ALARM		
		10/16.5 / SOLID FLEX NON PNEUMATIC TIRES		
			FOB MARSHALL	
			MUNICIPAL DISCOUNT	\$35,500.00
		OPTION CAB/HEAT AC W/ IMPACT RESISTANT DOOR		
		POWER ATTACH	ADD ON \$3,900.00	
		NO BUCKET INCLUDED IN QUOTE		
1		DUAL CYLINDER GRAPPLE BUCKET		\$3,900.00

Received by \_\_\_\_\_  
 Date \_\_\_\_\_

Remit to: 1015 N 88 Hwy Marshall, MO 65340

Discount	
Subtotal	
Sales Tax	
Mounting/Labor	
Inbound Freight	
Freight/Setup	
Total:	\$139,400



## APPENDIX

### SKID STEER SPECIFICATIONS

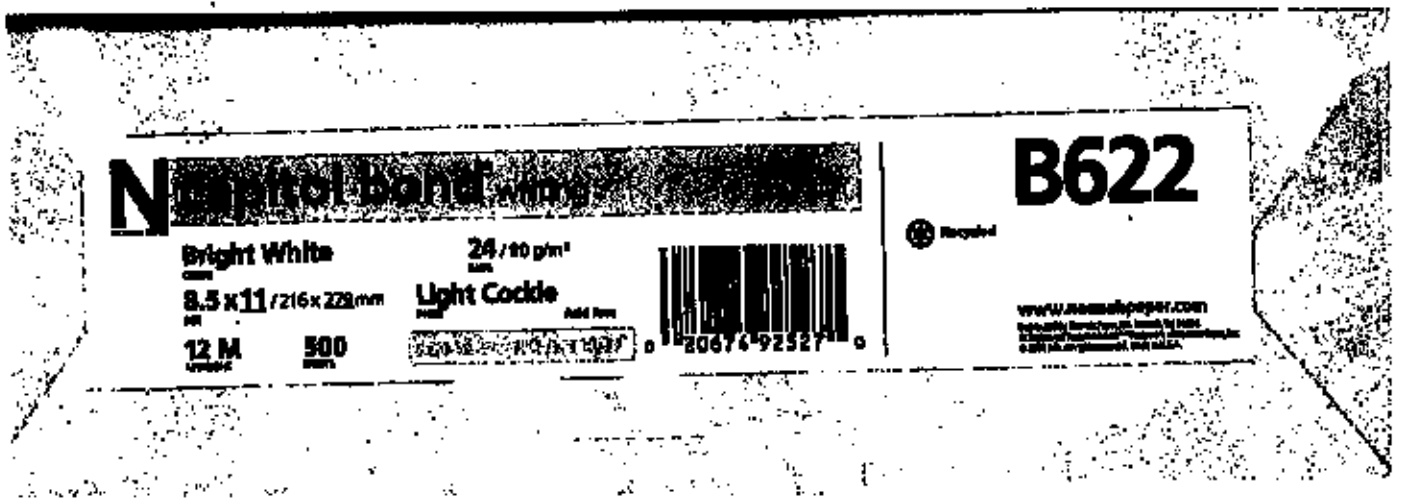
#### 1.0 Scope:

Marshall Municipal Utilities desires to purchase a skid steer for use in our recycling center facility which meets the following minimum specifications.

#### 2.0 General Description:

- 2.1 The skid steer shall be a current production model for which published specifications are available.
- 2.2 The skid steer shall meet all OSHA and EPA requirements currently in effect.
- 2.3 The skid steer shall have a diesel powered engine.
- 2.4 The skid steer shall have a minimum (SAE) rated operating load of 1,650 lbs.
- 2.5 The skid steer controls shall be forward, reverse, speed and steering controlled by one independent hand control lever.
- 2.6 The skid steer lift and tilt arm shall be controlled by one independent hand control lever.
- 2.7 The skid steer shall be equipped with a hydraulic pump(s) for drive and control power.
- 2.8 The skid steer shall be equipped with a standard operator cab which meets SAE standards for rollover and falling-object protection (ROPS/FOPS).
- 2.9 The skid steer shall be equipped with a utility grapple bucket.
- 2.10 The skid steer shall be equipped with approximate tire size of 1:00 x 16.5 solid flex, non-pneumatic.
- 2.11 The skid steer shall include the manufacturer's standard warranty.

See Label Below. Also, when held up to the light the paper will show that it is 30% post consumer waste and 25% cotton.



**EXHIBIT 2, continued**

**[REDACTED]**

**WORK AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATES**

I certify that Marshall Municipal Utilities (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed by the bidder/contractor and the Department of Homeland Security - Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University\* to Which Previous E-Verify Documentation Submitted: State Requirement in 2008

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University - St. Louis; Missouri Southern State University - Joplin; Missouri Western State University - St. Joseph; Northwest Missouri State University - Maryville; Southeast Missouri State University - Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: 12/23/2008

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: N/A  
(if known)

Megan Battridge  
Authorized Business Entity Representative's Name (Please Print)

Megan Battridge  
Authorized Business Entity Representative's Signature

44-6003218  
E-Verify MOU Company ID Number

meganb@mmumo.net  
E-Mail Address

Marshall Municipal Utilities  
Business Entity Name

4/9/18  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date



**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Marshall Municipal Utilities (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12969, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-484-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(f)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-484-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-484-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(f)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-484-4218.

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV SERVICE PROVISIONS

### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



Company ID Number: 173508

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 173606

Approved by:

<b>Employer</b> Marshall Municipal Utilities	
<b>Name (Please Type or Print)</b> Megan Bekridge	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 12/23/2008
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 12/23/2008





Company ID Number: 173508

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
<b>Company Name</b>	Marshall Municipal Utilities
<b>Company Facility Address</b>	75 E. Morgan Marshall, MD 20630
<b>Company Alternate Address</b>	
<b>County or Parish</b>	SALINE
<b>Employer Identification Number</b>	448000218
<b>North American Industry Classification Systems Code</b>	221
<b>Parent Company</b>	
<b>Number of Employees</b>	20 to 99
<b>Number of Sites Verified for</b>	1



Company ID Number: 173508

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

MISSOURI

1 site(s)



Company ID Number: 173508

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name           Megan Baldrige  
Phone Number   (800) 896 - 6996 ext. 1124  
Fax Number  
Email Address   meganrb@mmumo.net



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## WASTE RECYCLE SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between Conagra Brands, Inc. and its subsidiaries ("Customer") and the provider listed on the signature page hereof (herein the "Contractor") on behalf of themselves and their subsidiaries and affiliates.

The parties hereto agree as follows:

### Performance of Services.

- 1.1 Type/Location/Frequency of Services. Subject to the terms and conditions of this Agreement, Contractor agrees to perform the services ("Services") for the locations identified on each fully executed statement of Work ("SOW"), which SOW shall be in a form substantially similar to Exhibit "A". Each SOW is incorporated herein by reference. Except as identified in the SOW, Contractor shall have no rights to other waste materials or recyclables. Nothing in this Agreement or any SOW shall require the Customer to produce any minimum quantity of Materials. But, the Customer agrees to deliver 100% of the corrugated/cardboard being recycled at their Marshall, MO facility to the contractor. (Contractor is the sole receiver for recycling Customer's corrugated and cardboard. Contractor and Customer agrees to have a process in place within 6 months of start of this agreement to take 100% of Customer's #4 LDPE (Low Density Polyethylene) plastic.
- 1.2 Performance of Services. Contractor warrants that the Services will be performed in a professional and workmanlike manner to the reasonable satisfaction of Customer and in compliance with all applicable laws, ordinances, rules, regulations and permits. Contractor warrants that all drivers used in connection with this Agreement meet Department of Transportation Federal Motor Carrier Standards. If the Contractor's performance does not meet the reasonable satisfaction of Customer or is otherwise not in compliance with the terms of this Agreement, Customer may, at its option (and without prejudice to Customer's other rights and/or remedies) terminate this Agreement by serving a 20-day written notice to the Contractor.
- 1.3 Reporting. Unless otherwise stated in the SOW, Contractor shall provide monthly written reports to Customer stating the amount of Materials received from Customer, and the disposition of the Materials. Materials collected by Contractor shall be memorialized by weight tickets (if applicable) and shall be reported on, in Contractor's monthly report to Customer.
- 1.4 Changes. The Services and frequency thereof are subject to change ("Change") by written notice by Customer. Contractor shall promptly perform and strictly comply with any such Change. Where appropriate, the price for the changed Services shall be equitably adjusted as determined by the mutual written agreement of the parties. If the Customer and the Contractor cannot agree on any such adjustment, Contractor shall nevertheless perform the Services in accordance with the Change pending resolution of the dispute over the adjustment.

### 2. Compensation/Rates.

- 2.1 Compensation for any Services and payment for the Materials shall be specified in each SOW. Payment terms for all undisputed amounts are net sixty (60) days measured from the date of Customer's receipt of the applicable, accurate invoice to the date on Conagra Brands' check, plus a five (5) day grace period since Contractor acknowledges that Customer does not process payments on a daily basis.

- 2.2 In the event that Contractor requests in writing to be paid electronically via ACH or another mutually agreed upon electronic payment mechanism, an additional five (5) day grace period will be added to the payment terms set forth above. Contractor acknowledges and agrees that this additional (5) day grace period is in accordance with industry practices for payments made via ACH/EFT.
- 2.3 As it relates to the interpretation and application of this Section, invoice receipt shall never occur prior to Customer's receipt of the applicable Services. In the event an invoice arrives prior to Customer's receipt of the applicable Services, Customer's payment period under 2.1 or 2.2 above shall not begin until Customer's receipt of the applicable Services.
- 2.4 Payment by the Contractor to Customer for the Materials is due within sixty (60) days from the end of each month at the amounts shown in the SOW.
- 2.5 The prices listed in the SOW are inclusive of all applicable taxes, governmental fees and surcharges.

3. Term, Termination and Survival.

- 3.1 Term. Subject to Section 3.2, this Agreement shall commence as of the Effective Date and shall continue unless and until terminated by either party as further set forth herein. The term of each SOW shall be stated in the SOW, provided that the term of any SOW shall not extend beyond the term of this Agreement.
- 3.2 Termination. This Agreement is terminable by Customer without penalty upon the occurrence of any of the following events:
- (a) Immediately upon the filing by or against Contractor of a petition, consent or application under any federal or state bankruptcy law or any other law in which Contractor is alleged to be insolvent or unable to pay its debts as they become due or the making by Contractor of an assignment for the benefit of creditors;
  - (b) If Contractor is in default of this Agreement, including any representations or warranties by Contractor, Customer shall provide written notice to Contractor and if Contractor fails to cure such default within three (3) business days, Customer may by written notice terminate this Agreement or any SOW.
  - (c) It is understood by both the Contractor and Customer that there is a mutual benefit to both parties that will be realized for a minimum of three (3) years. Likewise, both parties are taking a risk. The Customer is not receiving any compensation from Contractor. The Contractor is making a investment in capital to purchase equipment that will efficiently process Customer's recyclable goods. Therefore, a local or corporate decision to cancel this agreement based on obtaining a better financial arrangement from another Contractor is not a reason that the Customer can terminate this agreement for the initial three (3) year term, without Contractor approval. Also, the Contractor cannot terminate this agreement because of lower than expected market prices during the first three (3) year term without Customer approval.
  - (d) Other than conditions stated in paragraph 3.2 (c). Either party may terminate this Agreement and/or all or certain SOWs without cause upon sixty (60) days written notice to the other party without penalty. If the Agreement references multiple locations, Customer may

terminate individual locations (upon sixty (60) days' prior written notice) without terminating the entire Agreement.

3.3 Non-Waiver. The termination of the Agreement by Customer pursuant to Section 3.2 shall be without prejudice to any other legal or equitable rights and/or remedies of Customer against Contractor.

4. Matters Relating to Performing Services.

4.1 Insurance. From the date of this Agreement until one (1) year following the expiration hereof, Contractor shall have in effect and keep in force at its expense, insurance coverage on an occurrence basis that is primary and non-contributory as to any insurance maintained by Customer. Upon the execution of this Agreement, Contractor shall furnish Customer with certificates of insurance and shall require its insurers to give Customer at least thirty (30) days' prior written notice in the event of expiration, cancellation, or material alteration of such coverage. The minimum insurance coverage to be maintained by Contractor shall be as follows:

- (a) Commercial general liability insurance (including bodily injury, property damage, and form contractual coverage) in occurrence form, with minimum single limit protection of no less than One Million Dollars (\$1,000,000) per occurrence;
- (b) Automobile liability insurance to cover all owned, non-owned, and hired vehicles in the amount of at least One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence;
- (c) Workers' compensation insurance in accordance with the legal requirements of the jurisdiction(s) where Contractor conducts its operations and employer's liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000); and
- (d) Umbrella/Excess Liability, with limits of at least Two Million Dollars (\$ 2,000,000) per occurrence for bodily injury or property damage in excess of the limits afforded for general commercial liability, automobile liability and employer's liability coverage provided above. Notwithstanding the insurance coverage required in the prior sentence, Provider shall not be required to maintain Umbrella/Excess Liability coverage if the Services fall within the following categories: lawn care, snow removal, janitorial services and vending machine suppliers.

4.2 Provider shall provide at least thirty (30) days' written notice prior to any cancellation of any policy of insurance maintained hereunder, and each such policy shall obligate the insurer to provide at least thirty (30) days' written notice to Conagra in advance of any contemplated cancellation or termination thereof. Provider's insurance shall be considered primary, non-contributory and not excess coverage.

4.3 Contractor's certificates of insurance must be promptly submitted by fax or e-mail to:

Conagra Brands, Inc.  
Eleven ConAgra Drive, 11-200  
Omaha, NE 68102  
insurance.certificates@conagra.com

All Certificates of Insurance must list the company name and address above as the Certificate Holder and list "CONAGRA BRANDS INC AND ITS SUBSIDIARIES ARE NAMED AS ADDITIONAL INSURED" under the certificate endorsement/special provisions section.

- 4.4 Indemnification. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Customer and their respective affiliates, subsidiaries, directors, officers, employees, agents, representatives, contractors, successors, and assigns from and against all claims, liabilities, causes of action, fines, penalties, damages, losses and expenses, (including but not limited to, attorneys' fees) arising out of or relating to the following:
- 4.4.1 Breach of this Agreement or any SOW by Contractor, and
  - 4.4.2 Death of or injury to persons (including employees of Customer and Contractor) or damage to or loss of property, in either case, to the extent caused as a result of the acts or omissions of Contractor, its officers, employees, members, agents, and subcontractors.
- 4.5 Title to Materials. Contractor shall acquire title to the corrugated/cardboard Materials when it is removed from customer's truck or otherwise taken control of by the Contractor. Non-recyclable material inadvertently left in Customer's lots may be returned to Customer via Customer's trucks at Contractor's discretion along with all of Customer's pallets.
- 4.6 Compliance with Laws. Contractor agrees to comply with all local, state, and federal laws, regulations, ordinances, administrative rules and orders ("Applicable Laws") applicable to the performance of the Services, the receipt, transportation, recycling, use, re-use, storage or disposal (collectively referred to as "Recycling") of the Materials. Contractor shall Recycle the Materials only at property licensed facilities who are authorized by applicable laws, licensed and otherwise intended to accept the Materials.
- 4.7 Records Retention and Duty to Cooperate. Contractor shall maintain all records, manifests, invoices, and other written or electronic documentation regarding the Recycling of the Materials ("Records") for a period of two (2) years or such longer time period as required by Applicable Laws. Upon five (5) days prior written notice from Customer, Contractor shall give Customer complete access to review and copy all Records.
- 4.8 EEOC Compliance. Provider warrants and represents that it will fully comply with all Department of Labor and EEOC rules, regulations, guidelines, and orders including, but not limited to, Executive Order 11246, (EEO Clause) contained in 41 C.F.R. Sections 80-1.4, 80-741.5, and 80-250.5(a), and Executive Order 13201, 29 C.F.R. part 470.
5. Miscellaneous.
- 5.1 Independent Contractor. Contractor shall be an independent contractor in performing the Services hereunder and shall not be deemed an employee, agent or representative of Customer.
  - 5.2 Notices. Any notice, request, report or other document required or permitted under this Agreement shall be in writing and sent by either: (i) certified mail, return receipt requested, postage prepaid, or (ii) by nationally recognized overnight courier, proof of delivery required, in each case addressed to Conagra Brands, Inc., 222 Merchandise Mart Plaza, Suite 1300, Chicago, IL 60654, Attn: Legal Department, and to Contractor at the address appearing in the signature section of this Agreement (or such other address as either party may hereafter designate by written notice) and shall be



effective upon receipt. If Contractor fails to designate a notice address as provided herein, Customer may send notice to Contractor's last known address.

5.3 Applicable Law/Forum/Jury. This Agreement has been entered into and shall be construed in accordance with the substantive laws of the State of Nebraska.

5.4 Assignment. This Agreement may not be assigned in whole or in part by one party by either party without the prior written consent of the other party, except that this provision shall not prevent the assignment by Customer to any subsidiary, affiliated company, or new entity formed through a merger or acquisition. If this Agreement is assigned as provided above, it shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

5.5 Amendment. This Agreement and any SOW may not be amended except in a writing signed by both parties.

5.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

Entire Agreement. This Agreement and any fully executed SOW constitutes the entire agreement and understanding between the parties and supersedes any prior agreement and understanding, whether written or oral, relating to the subject matter of this Agreement. If term or condition in an SOW, invoice or other document (other than a fully executed amendment to this Agreement) is in conflict with the terms and conditions contained in this Agreement, the terms and conditions of this agreement shall govern.

5.7 Removal and Recycling of Materials. Removal of Materials shall be entirely at Contractor's risk. Contractor hereby warrants that any products or mixture containing the Materials shall at the time of its end use comply in all respects to Applicable Laws covering such products. Contractor accepts all risk and responsibility for determining the manner in which such said Materials shall be used.

5.8 MATERIALS ACCEPTED "AS-IS" BY CONTRACTOR. CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT IS ACQUIRING THE MATERIALS ON AN "AS IS", "WHERE IS" BASIS, THAT THE MATERIALS ARE NOT FIT FOR HUMAN CONSUMPTION, AND THAT CUSTOMER HAS MADE NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, QUALITY, USABILITY, FITNESS, VALUE, OR CONTENT OF THE MATERIALS ACQUIRED BY CONTRACTOR UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR FURTHER ACKNOWLEDGES THAT IN NO EVENT SHALL CUSTOMER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, CONTRACTOR'S RECYCLING OF THE MATERIALS, OR ANY CLAIM CONCERNING OR RELATING TO THE MATERIALS.

5.9 Restrictions on use of Customer's Name and Trademarks. Contractor shall not use Customer's name, its product names, or its trademarks (including use a part of Contractor's advertising of the Materials), without the prior written consent of Customer.

Agreed to this 7<sup>th</sup> day of April, 2017.

Conegra Brands, Inc.

By: David Ripley  
Title: Plant Manager

MARSHALL MUNICIPAL UTILITIES (MMU)  
MARSHALL, MD (Contractor) (MMU)

By: Kyle D. Gibbs (KYLE D GIBBS)  
Title: GENERAL MANAGER

Contractor Notice Address:

75 EAST MORGAN  
MARSHALL, MD, 65340  
640-886-6966

**Exhibit A  
Statement of Work**

This Statement of Work ("SOW") is dated April 7, 2017, ("Effective Date") between Marshall Municipal Utilities, Marshall, MO ("Contractor") and Conagra Brands, Inc. ("Customer"). This SOW is governed by the terms and conditions of the Waste Recycling Services Agreement ("Agreement") between the parties dated April 7, 2017 and all addenda thereto.

1. Location : Customer location ("Location") governed by this SOW: 200 North Banquet Dr., Marshall, MO 65340
  2. Description of Materials Disposed/Recycled: Contractor agrees to accept the following Materials:
    - Corrugated/Cardboard .
    - With mutual agreement between both parties, Customer could potentially send additional Materials to the Contractor (plastic, paper, etc.).
  3. Additional Services Provided by Contractor at No Additional Cost to Customer:
    - Customer will be responsible for delivering Materials to the Contractor's location at 765 West North St., Marshall, MO 65340. Cardboard will be stacked flat on pallets or stacked in cardboard totes on a pallet (so Material will not be baled). Contractor's employees will unload the Materials on the Customer's trailers, and the Contractor will bale the Materials.
    - Contractor will have a platform scale that weighs the Customer's trucks and trailers entering and leaving the Contractor's facility.
    - Contractor will provide an Excel based report monthly to show tonnage by Material type delivered by Customer at Contractor's location. In addition, the monthly report will include the average price per ton received by the Contractor for the Materials by Material type.
  4. Materials Removal Window: Contractor agrees to remove Materials from the Customer's trailer between the hours of 7a.m. - 4 p.m. Monday through Friday, excluding Contractor Holiday's in addition Customer will provide Contractor with production schedules at the first of each week and communicate with Contractor's appointee to provide unloading of Customer trailers on Saturdays as production demand requires. During Contractor's business hours, Contractor will normally unload trailer within 120 minutes after their arrival at the Contractors facility. It is understood by Customer that trailer loads that have the totes wedged into the trailer, or where the upper pallets and totes have collapsed onto the lower row of totes, will require additional time by Contractor to manually unload. Contractor specifically understands that timely Materials removal is critical to plant operations. Failure to remove Materials in a timely manner is a violation of the Agreement, and cause for possible termination.
  5. Materials Price paid by Contractor to Customer: None.
  6. Service Fees and Charges:
    - No charges or fees will be charged by Contractor to Customer.
- Rates and fees above will be fixed for the term of the Agreement.
7. Start of Services: Contractor to begin all services on April 7, 2017
  8. Term of Contract: This SOW shall become effective as of the SOW Effective Date, and subject to the termination rights in the Waste Recycling Services Agreement shall continue in effect for a term of three

(3) years (the "Initial Term"), and shall automatically renew for one (1) year terms (each a "Renewal Term") unless a party provides written notice of its intent not to renew to the other party at least sixty (60) days prior to the expiration of the then current Term.

9. Taxes: Unless expressly agreed otherwise in this SOW, Customer shall not be responsible for payment of any taxes or fees of any kind, including but not limited to those based on the net income of Contractor, arising from the Services or Deliverables provided under this SOW. Customer agrees to remit any sales or use tax to Contractor that Contractor is legally required to collect, so long as Contractor separately lists such sales or use tax on an invoice. If any terms of the Agreement contradict the terms stated in this paragraph, the terms of this paragraph shall control.

IN WITNESS WHEREOF, the Parties have executed this SOW as of the date first set forth above.

CUSTOMER:

CONTRACTOR:

David Ripley

Signature

Kyle D Gibbs

Signature

DAVID RIPLEY

Printed Name

KYLE D GIBBS

Printed Name

PLANT MANAGER

Title

GENERAL MANAGER OF  
MARSHALL MUNICIPAL UTILITIES

Title

4/10/17

Date

4/7/17

Date