SINGLE STREAM
RESIDENTIAL CURBSIDE
RECYCLING COLLECTION AGREEMENT

AGREEMENT dated November 19, 2019 by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City"), and Allied Waste Services of North America, LLC dba Republic Service, a Delaware limited liability company, of the Twin Cities, Eden Prairie (the "Contractor").

RECITALS

A. The Contractor desires to provide single stream recycling collection services to residents of the City of Edina.

B. The City desires to provide residential curbside recycling services for the health, safety and welfare of its residents.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

A. This Agreement.

B. The city of Edina Request for Proposals (RFP) for Residential Curbside Recycling and/or Organics Services dated November 15, 2018.

C. Contractor's Proposal for The City of Edina for Residential Curbside Recycling and/or Organics Services dated December 24, 2018.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "C" having the last priority.

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work for recycling collection in accordance with the Contract Documents.

3. DEFINITIONS.

A. Recyclable Materials: Means all items of refuse designated by Contractor and City to be part of an authorized recycling program and which are intended for transportation, processing, and re-manufacturing or reuse and include the following:

- **Boxboard packaging:** except for boxes that are made for storage in refrigerator or freezer.
- **Corrugated cardboard:** unless contaminated with food, wax-coated or plastic coated.
- **Glass containers:** all glass food and beverage containers.
- **Metal containers:** aluminum, steel, bimetal food and beverage containers.
- **Mixed paper:** direct mail, envelopes, school and office paper, receipts and bills, soft-covered books, paper bags, notebooks, magazines, catalogs and phone books.
- **Newspaper:** including all paper inserts.
- **Other Recyclable Materials** may also include other materials as mutually agreed upon by the City and Contractor. Recyclable materials also include any and all solid waste items designated by the Hennepin County Environmental Services Department to be part of an authorized recycling program and which are intended for transportation, processing, and re-manufacturing or reuse.
- **Plastic:** plastic containers #1 - #7, i.e. bottles, cups, food containers, yogurt cups milk jugs. Exceptions: Film plastic, i.e. plastic bags, plastic wrap; plastic straws and plastic containers that had hazardous waste.
- **Aseptic, gable –topped and wet strength beverage packaging.**
- **Any additions or exclusions as agreed upon by Contractor and City.**

B. Recycling Container: Means a cart with a lid, and wheels, minimum size of 30 gallon with the option for a 65- or 95-gallon recycling cart in which recyclable materials can be stored and later placed at the curb or alley for collection as specified by the City. The container shall be properly marked for recycling.

C. Single Stream Recycling Collection Service: Residents will be instructed to commingle all recyclable materials in one container that will be picked up every other week by Contractor. Contractor will pick up all recyclable material placed in and next to recycling containers at Certified Dwelling Units and other City designated collection stops in the City of Edina.

D. Certified Dwelling Unit (CDU): Means a single-family home and each residential unit in a building up to an eight-plex, or townhouse complex. Residential units in structures (other than townhouses) containing more than eight dwelling units may be designated as CDU's upon mutual agreement by the City and the Contractor, Exhibit D.

E. Contractor: Means person or persons authorized by the City to perform recycling collection services on prescribed routes within collection districts within the City of

Edina, which for purposes of this Agreement is Republic Services of North America, LLC.

F. Collection Hours: Means the time period during which collection of recyclable material is authorized in the City.

G. Missed Collection: Means the failure of the Contractor to provide recycling collection service to a CDU or other City designated collection stop within the recycling district during collection hours on the scheduled collection day.

H. Holidays: Means any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

I. Scheduled Collection Day: Means the day or days of the week on which recycling collection service by the Contractor is to occur, as specified in the contract with the City, see Exhibit C. If a Holiday occurs on a weekday, the collection for each day of that week after the Holiday will be made one (1) working day later. Except if a Holiday falls on a weekend day, then collection will be provided on the scheduled collection day.

4. CONTRACTOR'S COLLECTION REQUIREMENTS.

A. Residential Curbside Recycling Collection Program.

1. Frequency of Residential Collection: Residential recycling collection shall occur biweekly.

2. Residential Collection Hours: Collection shall commence no earlier than 7:00 a.m. local time and shall be completed by 7:00 p.m. collection day. Residents will be required to have materials placed at the collection point by 7:00 a.m. on the scheduled collection day.

3. Compliance with Laws and Regulations: In providing services hereunder, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provision of services to be provided hereunder. Any violation shall constitute a material breach of this Agreement. This contract shall be controlled by the laws of the State of Minnesota, and ordinances of the City of Edina.

4. Weighing of Loads, Reporting Requirements and Promotional Material: The Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's identification, vehicle number, rate and gross weight, net weight and number of route stops for each loaded vehicle. A detailed monthly report shall be provided to the City that identifies total tonnage activity by commodity. In addition, an annual report shall be provided. (See Exhibit A). This report should include all curbside recycling activity.

Promotional Material: The Contractor and the City will cooperate in developing a comprehensive on-going promotional program to encourage participation in the recycling program of the City.

The Contractor will be responsible for providing and incur the production, printing and mailing costs of an annual public education piece. The Contractor shall confer with the City on any draft publications that are distributed within the City regarding the curbside recycling program. The City will have final approval before printing. The Contractor shall submit a draft of any public education literature for approval by the City, at least one (1) month before printing and release of any such literature:

(a) The education piece will contain at least the following information:
    a. The Collection Week for each Dwelling,
    b. The Collection Point,
    c. The Recyclables to be collected and manner of preparation,
    d. Holiday and Missed collection information,
    e. Telephone numbers to call for information or service problems
(b) Informational tags for distribution by drivers to those residents who have placed non-recyclables or improperly prepared recyclables for collection.

5. Recycle Cart Purchase, Delivery and Bin Collection: The Contractor agrees to, at its expense, purchase, deliver, service and repair, and maintain enough cart inventory to meet supply and demand needs for the City of Edina Recycling CDU's, estimated to be 13,612 in number, Exhibit D. The Contractor shall have a enough inventory of 35, 65 and 90-gallon carts available for delivery and switch-out carts per resident/customer request. The recycling cart shall be smooth for ease in cleaning. The cart shall be blue with a light blue lid and be uniform and consistent in color and design and approved instruction label on each lid, so as to be easily identified by the resident and the Contractor driver as the container for recyclable materials.

6. Recycling Cart Maintenance/Replacement: The driver is required to report to the Contractor the location of any cart that is damaged. The Recycling Coordinator will notify the Contractor by email of any cart damage or request for change of cart size that is reported/requested to them by customers/residents. Any damaged cart or cart request will be repaired or replaced by the Contractor within two (2) weeks of the report.

7. Point of Collection: Most residential recycling collection will occur at the same location from where the regular refuse is collected, generally the street curbside or alley. Carts shall be placed with the handle toward the house and lid opening toward the street or alley. Walk up or garage side service shall be provided at no extra cost for the resident. The City shall maintain a list of residents that need walk up service and report updates to the list to Contractor. The driver is required to place the emptied cart back/down in the same location as set by resident.

Recycling carts/containers for municipal recycling collection shall be placed at agreed upon specific locations as determined by the Contractor and City. All carts/containers shall be returned to the specific location after completion of collection.

8. Ownership of Recyclable Materials: All recyclable materials for collection shall remain the responsibility and in the ownership of the resident until handled for collection by the Contractor. At the point of collection, the recyclable materials become the property of the Contractor. Any person or persons taking recyclable materials from a curbside container without explicit permission of the resident or municipality will be in violation of local ordinance and subject to penalty. The Contractor shall report to the Recycling Coordinator any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection container.

9. Route Management and Customer Service: The Contractor shall, always provide the City's Recycling Coordinator with a lead route/driver supervisor who is accessible to the Contractor dispatch department via two-way communications and to the Recycling Coordinator to handle route and collection issues in a timely fashion. The Contractor shall have on duty Monday through Friday from 8:00 a.m. to 4:30 p.m. a dispatch customer service representative to receive customer calls and route issues. The Contractor shall provide a 24-hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

10. Procedure for Unacceptable Materials, Materials Outside Cart and Unreachable Carts: If the Contractor determines that a resident has set out unacceptable recyclable materials or other materials that are not recyclable materials, left recyclable materials outside of the cart, or has positioned the cart so that it is unreachable with the mechanical arm, the Contractor shall use the following procedures:

    a. The Contractor shall leave an "education tag" provided by the Contractor attached to the handle of the recycling container indicating acceptable materials, the proper method of preparation and the proper placement of the cart.

    b. The driver shall record the address of repeat educational tags notifications.

11. Procedure for Complaints-Questions-Missed Collections. A complaint of service or missed collection is a complaint received by the Contractor from either the customer or the Administration Office. If the report is for a missed stop and is received by the Contractor before 12:00 p.m. on a scheduled working day, the Contractor is required to return to the complaint address and complete the collection. If the report is registered after 12:00 p.m. on a scheduled working day,

the Contractor is required to return to the complaint address by 12:00 noon the following working day.

The Contractor will be penalized for non-compliant missed pickups, area-wide missed pickups and administrative non-compliance, per item 14.

12. Clean up Responsibilities: The Contractor shall adequately clean up any recyclable material spilled or blown during collection and/or hauling operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. The Contractor shall have no responsibility to remove or clean up any items, which are not recyclable materials.

13. Non-Completion of Collection and Extension of Collection Hours: The Contractor shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion.

14. Penalties: Contractor agrees, in addition to any other remedies available to the City, that the City can charge penalty fees to Contractor in the amounts specified below for failure of Contractor to fulfill its obligations, as determined by the City.

Contractor will be penalized for non-compliant missed pickups, area-wide missed pickups/route non-completion, and administrative non-compliance, as listed below. Penalties will only be assessed for administrative non-compliance after the City has provided written warnings including electronic mail to contractor and given Contractor an opportunity to correct the violation.

14.1 Non-Compliant Missed Pickup
Whenever the City or a Customer notifies Contractor before 12 noon of locations that have not received scheduled service, the Contractor shall be required to service such locations before 7:00 p.m. the same day. When notified after 12 noon, Contractor shall be required to service such locations not later than 10:00 a.m. of the following day, excluding Saturday, Sundays or Holidays. Missed pickup calls shall be entered, by Contractor, into the City's database identifying the time when the call is received notifying them of the missed pickup and when the service is completed. The missed pickups that fail to comply with the requirements of this section are "non-compliant missed pickups". The City shall invoice Contractor $50.00 for each non-compliant missed pickup and payment to the City shall be made separately and may, at the City's option, be deducted from the compensation payable to the Contractor.

14.2 Area-Wide Missed Pickup/Route Non-Completion
An area-wide missed pickup or a non-completion of route is defined as one or both sides of a street or alley, one block or larger if contiguous that is not picked up by 7 p.m. on any given collection day. Whenever the Contractor misses an area that should have received scheduled service, the City shall invoice the Contractor $500.00 for the area miss and payment to the City shall be made

separately and not deducted from the compensation payable to the Contractor. Missing a portion of an area on one side of a street or an alley is not considered an area-wide missed pickup and will be addressed through item 14.1 Non-Compliant Missed Pickup.

14.3 Administrative Non-Compliance
Whenever Contractor performs services in a non-compliant manner, as determined by the City, the City shall invoice Contractor $300.00 per occurrence and payment to the City shall be made separately and may, at the City's option, be deducted from the compensation payable to Contractor. Examples include, but not limited to, items such as:

- Failure to pay City any revenue sharing owed as provided under the terms of this agreement.
- Failure to operate during basic operating hours,
- Failure to notify City of non-completion of daily collection.
- Failure to report and clean-up hydraulic spills or clean-up material spills within one (1) hour of notification.
- Failure to maintain vehicles in proper working order.
- Failure to report on changes in location of disposal sites or materials processing operations.
- Failure to comply with customer service requirements.
- Failure to accurately document incidents in the customer service database.
- Failure to provide monthly and annual reports.
- Failure to conduct annual composition analysis or agreed upon alternative.
- Failure to conduct annual studies.
- Failure to provide customers notice when they are in violation of City Collection regulations (educational tagging).
- Failure to return containers to their original location.
- Failure to follow cleanup day requirements.
- Failure to correct chronic problems.
- Disposing of material at an alternate facility without prior approval from City.

Contractor shall be liable for penalty amounts(s) upon determination of the City that performance is not consistent with the provisions of the Agreement. The City shall notify Contractor in writing or electronically of each act or omission discovered by the City. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may invoice Contractor for the full amount of any damages. The remedy available to the City under this section shall be in addition to all other remedies that the City may have under law or at equity.

Exceptions: Contractor shall not be deemed to be liable for penalties where its inability to perform collection service is the result of conditions beyond the control of Contractor,

including but not limited to civil disorder, acts of God, inclement weather severe enough that trucks cannot safely take collections

15. Collection Vehicle Equipment Requirements: Each collection vehicle shall be equipped with the following:

    a. A two-way communication system.
    b. A first aid kit.
    c. An approved 2A10BC dry chemical fire extinguisher.
    d. Warning flashers.
    e. Overhead strobe light.
    f. "Reverse" audio warning alarm to indicate movement in reverse.
    g. Signs on the rear of the vehicle which state "This Vehicle Makes Frequent Stops."
    h. Shall be equipped with some form of monitoring system for the driver to observe the materials as the cart is being dumped into the hopper.
    i. Hazard flares and cones.
    j. A broom and a shovel for cleaning up spills.
    k. "Absorbs" pillows or dry product adequate to absorb/contain any oil/liquid spill from collection vehicle.

    All required equipment must be in proper working order at all times. All vehicles must be maintained in proper working order and be clean and free from odor as much as possible. All collection vehicles shall be uniformly painted, and the paint shall be in good condition. The Contractor's name shall be clearly visible from all sides of the vehicle, along with the Contractor's website, and the vehicle ID number.

16. Driver Duties and Responsibilities: The Contractor shall be responsible for ensuring that there is sufficient personnel and equipment to fulfill the requirements and specifications of this contract proposal, and that all personnel are trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:

    a. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
    b. Be clean and presentable in appearance, as so far as possible.
    c. Wear a uniform and employee identification badge or name tag.
    d. Drive in a safe and considerate manner.
    e. Manage carts in a careful manner, setting them back in place so as to avoid spillage and littering or damage to container.
    f. Perform their work in a neat and quiet manner, monitor for any spillage and be responsible for cleaning up any litter or breakage spilled in collection and hauling operations.

g. Record all addresses that could not be collected and reasons, turn list into dispatch at end of each collection day.

h. Attach an education tab to the container identifying problems and how to resolve them.

i. Collect and transport recyclable materials according to all existing laws and ordinances, and future amendments thereto, of the State of Minnesota and local governing bodies.

j. Report all damage to property.

17. Holidays: The Contractor will observe all Holidays on which no recycling collection service will be performed. When a Holiday occurs on a scheduled collection day, the collection for each day of that week after the Holiday shall be made one (1) working day later.

18. Contract Length: This contract shall commence January 1, 2020 and shall be for 7 years, ending December 31, 2026 and shall have options upon mutual agreement of the parties for renewal with the terms of 5 or 7 years each.

19. Rate and Scholarship: The price per CDU (Exhibit D) for single-sort curbside collection service per month from January 1, 2020 through December 31, 2026 for the City shall be:

Year	Price per Curbside CDU per Month
January 1, 2020	**$3.10**
2021	**$3.22**
2022	**$3.35**
2023	**$3.48**
2024	**$3.62**
2025	**$3.76**
2026	**$3.91**

20. Rebates. In the event that the Net Processing Rate for any given year is greater than zero dollars ($0), Contractor agrees to share fifty percent (50%) of the savings with the city by applying a credit for fifty percent (50%) of such Net Processing Rate that is greater than zero dollars ($0) to the following year's Recycling Processing Charge. Contractor will provide the City with annual

reports containing all information and data necessary to calculate and verify the Net Processing Rate, Commodity Value and Processing Rate.

1. "Net Processing Rate" means the Commodity Value minus the Processing Rate and Residual costs.
2. "Commodity Value" means the average amount Contractor receives per twelve (12) month period on the sale of Recyclable Materials processed at the facility receiving the City's recyclable Materials.
3. "Processing Rate" means the then-current rate Contractor charges to process Recyclable Materials.

Recycling Processing Charge. The Recycling Processing Charge shall be based on the following inputs:

1. Number of homes: To be determined based on the Certified Dwelling Unit Count and multi-units up to 8 units and townhomes.
2. Pickups per month: Pickups per month is 2.17 (26 weeks per year divided by 12 months.
3. Pounds per pickup: To be determined based on monthly recycling abatement forms completed by drivers indicating the tonnage collected. That tonnage is multiplied by 2,000 (2000 pounds are in 1 ton), divided by 2.17, and then divided by the number of households in the city to reach the average pounds per set out for that month.
4. Tons per month: to be determined based on the pickups per month multiplied based on the pounds per pickup.
5. Recycling Processing Rate Per Ton: To be determined from MRF Controller, but with an annual cap of a 3% increase.
6. Tons Sold Percentage: To be determined based on outbound tons sold to a mill/reprocessing facility at a positive price.
7. Residuals Sold Percentage: The residual rate is the inbound tons less tons sold or disposed- this is a MRF average, not specific to Edina.
8. Tons Sold Rate: To be determined based on the sale price of material processed less any transportation costs incurred delivering materials to the end mill/reprocessing facility.
9. Residuals Tons Rate: To be determined based on the cost to transport and dispose of the residual material after processing is complete.

The example formula for the Rebates and Recycling Processing Charge are described in Exhibit B, attached and made a part of this Agreement.

Scholarship: The Contractor has agreed to provide four $500 scholarships annually for the length of this contract. The money is to be awarded annually to an Edina High School student through the Edina Education Fund. The criteria for the scholarship will be determined by the Edina Recycling Coordinator.

21. Changes in Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the recyclable material, Contractor may at its option and upon notice to City (i) redefine acceptable and unacceptable recyclable materials, (ii) suspend or discontinue any or all Services, or (iii) dispose of the acceptable recyclable material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

22. Default. Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Agreement:

    a. If either party fails to observe or perform its obligations under this Agreement and does not cure such failure within ten (10) days from its receipt of written notice of breach without, however, limiting any other rights available to parties pursuant to any other provisions of this Agreement.

    b. Except as expressly limited hereby, City and Contractor shall have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within ten (10) days.

23. Termination. Except as otherwise provided herein, this Agreement may be terminated without any penalty or further liability as follows:

    a. Upon ten (10) days written notice in the event of a default (as defined above);

    b. Upon ninety (90) days written notice by Contractor, if Contractor is unable to obtain or maintain any license, permit or other governmental approval necessary to the operation of the Contractor's business;

    c. Upon ninety (90) days written notice by City if it determines that Contractor has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to governmental approvals granted thereunder, after a public hearing before the City's Council.

24. Taxes. Contractor shall pay any taxes, of any nature, due, owing or levied in association with its services pursuant to this Agreement. If applicable, the Contractor shall have the ability to collect from the City any respective taxes that can be legally passed through to the City.

25. Insurance.

a. The Contractor must maintain the types and amounts of insurance set forth herein.

b. Adjustment to Insurance Coverage Limits. The coverage limits shall be increased at the time of any rate adjustment by the Consumer Price Index.

c. Additional Insured - Certificate of Insurance. The Contractor shall provide, prior to starting services, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A- or better) or its authorized representative and approved to do business in the State of Minnesota, which includes all coverages required in this paragraph. Contractor will name the City as an Additional Insured on the General Liability and Commercial Automobile Liability Polices. The Certificate(s) shall also provide the coverage may not be cancelled without thirty (30) days prior written notice to the City, except for Worker's Compensation.

26. Indemnification Contractor agrees to defend, indemnify and hold harmless City and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by City or for which City may be liable in the negligent performance of this Agreement, except those which arise solely from the negligence, willful misconduct, or other fault of City. Contractor shall defend the City against all claims arising out of the performance of this Agreement.

27. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to City, to: City of Edina
4801 W. 40th Street
Edina, Minnesota, 55424
Attention: Solvei Wilmot

If to Contractor, to: Republic Services
c/o Beverly Mathiasen, Municipal Services Manager
9813 Flying Cloud Drive
Eden Prairie, MN 55347

28. Assignment. This Agreement, or rights thereunder, may not be sold, assigned, or transferred at any time by Contractor without the written consent of the City, which consent shall not be unreasonably withheld.

29. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

30. Miscellaneous.

a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

b. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. These are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

c. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

d. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall remain in full force and effect.

CITY:
CITY OF EDINA

BY: _____
James Hovland, Mayor

AND _____
Scott Neal, City Manager

CONTRACTOR:
REPUBLIC SERVICES

BY: _____
~~Beverly Mathiasen, Municipal Service Manager~~
Jamie Sotarski, General Manager

Exhibit A

Monthly Reports. The Contractor will submit to the City monthly reports. At a minimum, the Contractor shall include the following information in its monthly reports:

(a) Gross amounts of materials collected, by recyclable material (in tons).

(b) Net amounts of materials marketed, by recyclable material (in tons)

(c) Amounts stored, by recyclable material, with any notes as to unusual conditions (in tons)

(d) Amounts of "process residuals" disposed (in tons)

(e) Recycling service fee (based upon contracted price per ton).

(f) Revenue share back to the City (if any)

Monthly reports hall be due to the City by the 15th day of each month.

Annual Reports. The Contractor will submit an annual report to the City by Feb 1st of each calendar year for the previous year collections. The annual report shall include:

(a) Annual sum total of tons of materials collected.

(b) Set out rates and participation rates.

(c) Annual progress on reducing greenhouse gas emissions from activities under this contract. The Contractor must indicate what model vehicles they use in their fleet and fuel type. The Contractor must also describe other means of energy conservation on the Edina collection routes and at the materials processing facility.

(d) Annual summary of complaints received, methods used to handle and respond to such complaints, and summary of complaint types.

(e) Contractor's recommendations for improvement in the City's recycling program including adding materials to be collected, enhanced public education, multifamily recycling and other opportunities.

(h) Response to any City staff recommendations for Contractor's service improvements.

(i) Other opportunities for improvement with the remaining years under the contract.

Annual reports shall be due by February 1 each year for the previous year.

Exhibit B

Published Industry Market Indices

Product Mix	Market Indicator
Mix Glass	Reviewed Annually
HDPE Natural	Waste News Last Issue High
HDPE Pigmented	Waste News Last Issue High
PET	Waste News Last Issue High
3-7's Plastic	Avg. Monthly Sales Price
Residual Garbage	Hennepin County Rate
Tin	Average Monthly Sales Price
Aluminum	AMM High
OCC	OBM#8 High
Mixed Paper	OBM #8 High
ONP	OBM #8 High
Aseptic	Avg Monthly Sales Price

Percent Revenue Share and Processing Fee calculated annually		
Year	**%Rev Share**	**Processing Fee**
2020	50%	$0.49/HH
2021	50%	TBD*
2022	50%	TBD*
2023	50%	TBD*
2024	50%	TBD*
2025	50%	TBD*
2026	50%	TBD*

Annual Recycling Adjustment

Annual Recycling Adjustment: In addition to the established Annual Curbside Collection per CDU (see page 9), the Processing rate will be adjusted annually based on any changes in Commodity Sales, Processing Rates and/or Residual Costs.

Example:
Net Processing Value/Charge- Model for Annual Rate Review

Number of Homes	13,612
Pickups per Month	2,165
Pounds per set out	26.75
Tons per Month	394.1609825

Recycling Processing Rate per Ton for Residential Stream (from MRF Controller) $114.44

	%	Tons	Rate	
Tons sold (revenue from commodities)	95	374.45	$107	$40,066
Residual tons (cost for transport and disposal)	5	19.71	$83.52	($1,646)
Net Revenue				$38,420

Commodity Value (Net Revenue divided by Tons per Month) $97.47/ton
Net Processing Position (Commodity Value minus Processing Rate) ($16.97)

Percent Revenue Share with the City 50%
City Rebate (per ton)

Monthly Net Processing Value (rebate or Net Processing Position x Tons per Month)	($6,687)
Rate Adjustment to Reconcile Commodity Market Value	$0.49

The Contractor shall pay net revenue after processing fees from the sale of the recyclable material that is collected. The Contractor shall use the agreed upon Published Market indices for the sale of the materials.

Determining Materials Composition as Collected

The Contractor shall conduct at least one materials composition analysis of the City's recyclable materials during the term of the contract any and every extension of this Agreement to estimate the relative amount by weight of each recyclable commodity from each program element by grade or offer a suitable alternative to a composition analysis. The results of this analysis shall include:

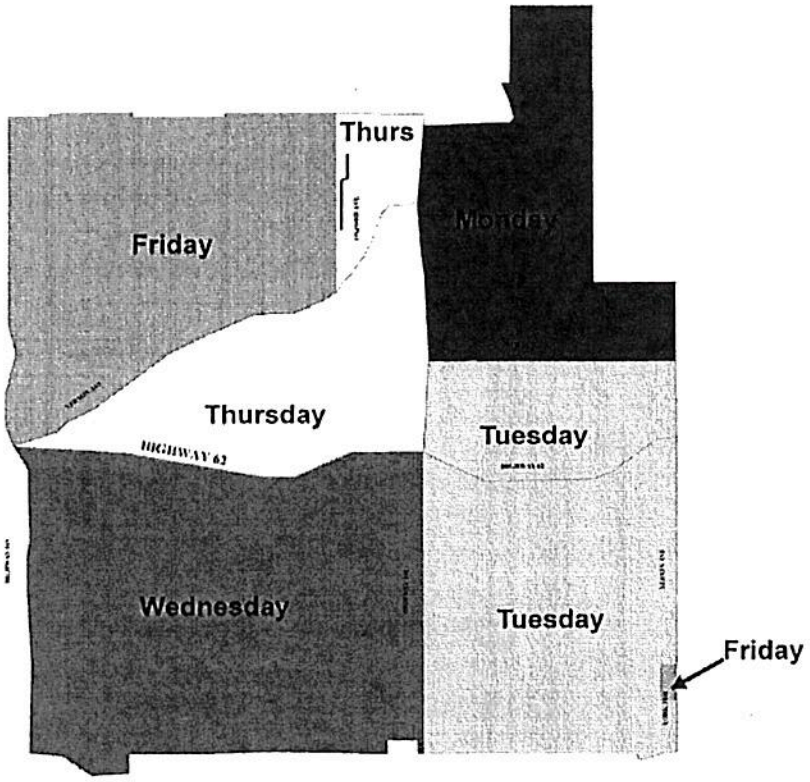
(1) percent by weight of each recyclable commodity by grade (including materials deemed unacceptable) as collected from the City program element;

(2) relative change compared to the previous year's composition; and

(3) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and City route(s) used for sampling. The Contractor shall provide the City with a copy of each analysis. City staff will help coordinate the sampling and shall be invited by the Contractor to be present for the sorting.

Exhibit C

Collection Route Map (by collection day of the week)



City of Edina
Residential Recycling
Pick-Up Schedule

Exhibit D

MULTI-FAMILY HOUSING INCLUDED IN
RESIDENTIAL RECYCLING COLLECTION

Name	Address	Zip	Units
Apartments, 8 or fewer units			
	5148 Hankerson	55436	4
	4200 Valley View Rd	55424	4
	4240 Valley View Rd	55424	4
	4246 Valley View Rd	55424	3
	4000 Mavelle Drive	55435	4
	7101 Lynmar Lane	55435	4
	4300 Parklawn Avenue	55435	8
	4200 64th Street	55424	3
		Total	**34**
Condo, 8 or fewer units			
Edina Morningside	4360 France Ave	55410	8
Valley View Est	6201 Brookview Ave	55424	5
		Total	**13**
Townhomes			
Blake Ridge	6055-6141 Blake Rd Road	55436	30
Cahill of Edina	7400-7486 Cahill Rd	55439	44
Colony	6330 Barrie Road	55435	236
Dewey Hill III	Shaughnessy Rd & Lochmere Terrace	55439	34
Edina Mills	4600-12 France Ave	55410	7
Gleason Court	6400-6519 Gleason Ct	55436	28
Habitat Ct.	6100-6121 Habitat Ct.	55436	18
Highcroft West	5545-5551 70th St W	55439	9
Highcroft East	5501-5541 70th St W	55439	12
Highlander	7032-7096 Cahill Rd	55439	17
Lewis Ridge	7220-7240 Lewis Ridge	55439	12
Londonderry	5700-5752 Duncan Ln	55436	26
	5700-5736 Tucker Ln	55436	10
Manor Homes Edina	6800 Langford Drive	55436	144
Nine Mile Village	Falcon, Oriole, Pheasant, Red Fox, Sandpiper	55436	97
Pondwood	7700-7744 Pondwood Dr	55439	24
Summit Hill	5205 Interlachen Blvd.	55436	5
Vernon Court	6200-6216 Vernon Ct.	55436	5
Vernon Woods	6703-6711 Vernon Ave	55436	5
Waterford Court	6100-6110 Waterford Ct	55436	10
Wellesley Place	1—8 Wellesley Place	55436	8
White Oaks	4620-4626 France Ave	55410	4
Hills of Braemar	7650-7677 Woodview Ct	55439	20
		Total	**805**
		Grand Total	**852**

Areas with Duplexes: Xerxes Ave, France Ave, Habitat Ct., Waterford Ct, Gleason Ct., Tanglewood Ct and Vernon Hills.

Certified Dwelling

The total certified dwelling unit number is derived from the utility billing reports, 2018.

Dwelling	Number
Single Family, Duplex	12760
Multi-units up to 8 units and townhomes	852
Total CDU's	13,612