FIRST AMENDMENT TO
AGREEMENT FOR MUNICIPAL RECYCLING SERVICES

This **FIRST AMENDMENT TO AGREEMENT FOR MUNICIPAL RECYCLING SERVICES** is made the 20 day of December, 2023 by and between Allied Waste Services of North America, LLC, a Delaware limited liability company d/b/a Republic Services of the Twin Cities-Eden Prairie (hereinafter "Contactor") and the City of Plymouth, a Minnesota municipal corporation (hereinafter "City").

RECITALS

WHEREAS, Contractor and City entered into an Agreement for Municipal Recycling Services on April 24, 2018 and effective January 1, 2019 (hereinafter "Original Agreement); and

WHEREAS, the Original Agreement expires on December 31, 2024; and

WHEREAS, the Contractor and the City wish to extend the Original Contract through to December 31, 2027; and

WHEREAS, the City wishes to add weekly curbside collection of source-separated organic materials (hereinafter "SSOM") to the services provided under the Original Agreement beginning March 6 2024; and

WHEREAS, Contractor is willing and able to provide weekly curbside collection of SSOM beginning March 6, 2024.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and City agree as follows:

1. Section 1 of the Original Agreement is amended by deleting it entirely and substituting the following language:

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. First Amendment to Agreement for Municipal Recycling Services
B. Municipal Recycling Services Agreement dated April 24, 2018 between the City of Plymouth, and Allied Waste Services of North America, LLC. a Delaware limited liability company, d/b/a Republic Services of the Twin Cities-Blaine, effective January 1, 2019 through December 31, 2024.
C. Specifications, Exhibit "A" to this First Amendment
D. Compensation, Exhibit "B" to this First Amendment
E. Trash Collection, Exhibit "C" to this First Amendment

F. Special Collection/Drop Off Day, Exhibit "D"

In the event of 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 Exhibit F having the last priority. Residential collection shall occur on Wednesdays, Thursdays, and Fridays, except for changes due to holidays, weather events, and other unscheduled interruptions. Single Sort Recycling will maintain the current schedule, and SSOM organics collection will begin Wednesday, March 6, 2024.

2. Section 2 of the Original Agreement is amended by deleting it entirely and substituting the following language:

2. Compensation for Services

Compensation for Services: The City agrees to pay the Contractor for services as described in Exhibit B attached and made part of this First Amendment.

3. Section 3 of the Original Agreement is amended by deleting it entirely and substituting the following language:

3 Method of Payment

The Contractor shall submit itemized invoices for services provided to the City on a monthly basis. The Contractor shall provide documentation and reports as required by the City in Exhibit A. Approved invoices will be paid based on the City's normal reimbursement schedule. The City processes all approved invoices within 30 days of receipt. The City will not approve penalty payments for past due dates. The City may withhold payment including, but not limited to, defective service or work, failure to meet obligations as proposed or contracted, or resulting contract and damages, or for not submitting reports. The City bills residents directly for recycling services. The Contractor may invoice residents directly only if the resident is a customer and has requested extra collection, regular trash service, a special collection, or a special service. The Contractor may not invoice residents directly for regular collection of curbside recycling services.

4. Section 8 of the Original Agreement is amended by deleting it entirely and substituting the following language:

4. Term of this Agreement

The term of this agreement shall be from January 1, 2019 through December 31, 2027, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for additional three-year periods as they deem appropriate, and upon the terms and conditions as herein stated.

5. Section 14 of the Original Agreement is amended by deleting it entirely and substituting the following language:

14 Market Indices to calculate Revenue Sharing

The Market Indices for selected materials are used to establish the revenue sharing for selected materials. The reported sale price may be more than the indices. The required monthly report will list cumulatively for all materials collected: the required market indices, the processing fee, the tons of material collected, the finished commodity value, the net amount per ton, the total dollar amount of revenue, and these amounts for the previous month.

6. Section 22 of the Original Agreement is amended by deleting it entirely and substituting the following language:

22. Performance and Payment Bonds

This Agreement shall not be in effect until Contractor has provided, at no cost to the City, a performance bond, irrevocable letter of credit, or other financial guarantee acceptable to the City Attorney in the sum of $2,500,000 and executed by a corporate surety company or United States bank authorized to do business in the State of Minnesota to secure the faithful performance of this Agreement by Contractor conditioned that Contractor shall well and truly perform and carry out the covenants, terms, and conditions of the Agreement in accordance with its provisions, and shall not be cancelable during the term of this Agreement.

7. Exhibit A to the Original Agreement is amended by deleting it entirely and substituting the attached Exhibit A.

8. Recitals. The Recitals set forth above are hereby incorporated into this Agreement as though they were set forth in the body of this First Amendment to Agreement for Municipal Recycling Services (hereinafter "First Amendment").

9. Priority of Contract Documents. In the event of a conflict among the provisions of the Contract Documents, this First Amendment shall control in resolving such conflicts.

10. Capitalized Terms. Any capitalized terms used in this First Amendment shall have the meaning given in the Original Agreement unless otherwise defined herein or the context otherwise requires.

11. Complete Amendment. This First Amendment supersedes all prior discussions and negotiations and contains all agreements and understandings between Contractor and City.

12. Terms and Conditions of Original Agreement. All other terms, covenants, and conditions of the Original Agreement remain in full force and effect except as modified by this First Amendment.

13. Effective Date. This First Amendment shall be effective March 6, 2024.

IN WITNESS WHEREOF the parties hereto have executed this First Amendment as of the day and year above written.

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC D/B/A REPUBLIC SERVICES OF THE TWIN CITIES-EDEN PRAIRIE

By Brandon S. Schuler
Brandon S. Schuler (Dec 20, 2023 08:52 CST)

Its General Manager

CITY OF PLYMOUTH

By Jeffry Wosje
Jeffry Wosje (Dec 20, 2023 15:28 CST)
Jeffry Wosje, Maayor

Attest: Dave Callister
Dave Callister, City Manager

EXHIBIT A
To
First Amendment to Agreement for Municipal Recycling Services

EXHIBIT A: RECYCLING COLLECTION, PROCESSING AND MARKETING SPECIFICATIONS

1. Introduction

These specifications define the requirements of the RECYCLING COLLECTION PROGRAM for the City of Plymouth.

The City has an opt-in citywide residential organics recycling program where source-separated organic materials (SSOM) are collected separate from all other materials. In accordance with State Law, all certified dwelling unit residents pay for the program, but may choose not to opt-in and participate.

City grants to the Contractor the exclusive right to perform certain services at its locations in furtherance of which, the Contractor shall furnish all labor, materials, equipment, and perform all work for the collection and disposal of organics recycling for all Customers who opt-in, and municipal buildings.

Organics recycling collection is optional for all residential customers, with approximately 10% currently opting in. In accordance with State Law, all residents pay for the program.

Customers will be required to sign-up for the organics recycling program to receive an organics cart and service. Customers are required to place bagged SSOM into, Organics Carts for collection.

At a minimum, the Source-Separate Organic Materials, as defined by Hennepin County as materials accepted for curbside organics collection must be collected. City may, in consultation with the Contractor, add or delete items from the list.

2. Definitions

Cart: A container in three to four sizes {20-plus gallons to 90-plus gallons) with hinged lid and wheels, used for collection of solid waste, including recyclable material and organics. The standard curbside collection cart for SSOM is approximately 30-35 gallons.

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.

Collection Route: Means a contiguous geographic area that Contractor determines will be serviced by one collection vehicle and which may be used to measure collection progress. These routes and changes to the routes must be approved by the City.

Collection Vehicle: Any vehicle licensed and inspected by the City, the County, the Minnesota Department of Transportation, and/or the U.S. Department of Transportation for collection of solid waste or recyclables.

Contractor: Person or persons authorized by the City to perform recycling collection services on prescribed routes within Collection Districts in the City.

Composition: Composition of recyclable materials are an estimated percentage based on the results of the Recycling Composition Analysis as required in this Agreement.

Composting Facility: Facility permitted to process Yard Waste and/or Source Separated Organics in conformance with state and local regulations.

Compostables/Composting: See Source Separated Organic Materials (SSOM)

Compostable Bag(s): Compostable bags must meet all the specifications in ASTM Standard Specification for Compostable Plastics (D6400) compostable bags. Acceptable bags include paper lawn and leaf bags, paper grocery store bags, and certified compostable plastic bags.

Education Tag: Means an information tag notifying residents about issues regarding their cart or recyclable materials. The tag contains information regarding preparation requirements. The driver leaves the tag at the residence on the cart.

Household: Means a single-family household or a multi-family building unit that is eligible for City recycling collection services.

Market indices for Purposes of Revenue Sharing: The published index price is specified in the RFP for purposes of calculating revenue sharing. The published index price shall serve as the basis

from which the processing fee is deducted for calculating the Contractor's amount of net revenue sharing for each commodity.

Material Recovery Facility (MRF): The facility (or series of facilities) used for the receiving, sorting, processing, storing and other steps to prepare recyclable commodities for marketing and ultimately to be recycled. The facility conforms to all applicable rules, regulations and laws of state, local or other jurisdictions. A MRF does not include the end market facilities (e.g., mills) that manufacture new products from the recyclable commodities.

Net Proceeds: The revenue received from the sale of all recyclable materials minus the agreed upon processing fees which are labor and equipment charges made by the Contractor handling the processing for sale of recyclables as set forth in Exhibit B.

Not-out: A driver record that a cart was not at the curb at an address on the scheduled collection day by 7:00 a. m.

Organics Recycling:
The curbside collection of source separated organic materials, from each participating Household and transport to a Transfer Station or Composting Facility.

Participation Rate or Set-Out Rate: The number of specific CDU's on a recycling route which set out recyclable material in carts at some point during a defined period of time (industry standard is one month) as a percentage of the overall number of eligible CDU ' s during that same defined period of time. Organics and single sort recycling shall be accounted independently of each other, using the same CDU for overall participation.

Private roads: Private roads are surfaces for which the ownership and maintenance are the responsibility of individuals or entities which are not the City nor other government entities.

Process Residuals: The material from the MRF that cannot be recycled, recovered, reused and must be disposed. Process residuals may include prohibited materials not acceptable in the City's curbside program and process loss derived from residual materials no longer marketable.

Processing: The sorting, volume reduction, baling, containment or other preparation of recyclable materials delivered to the MRF for subsequent re-manufacturing or reuse.

Processing Fee: The agreed upon unit fee allocated toward the Contractor's cost of processing the many types of recyclables.

Program Element: There are two program elements within the City's comprehensive recycling system: (1) curbside, {2) drop-off.

Receiving Facility:
The agreed upon location to which the Contractor delivers garbage, recycling, organics recycling and yard waste. The Receiving Facility shall either be a transfer facility or a final processing faci lity for materials contracted for collection to be delivered to. Contractor shall weigh each collection truck before and after unloading.

Recyclable Materials or Recyclables: All items that would otherwise be disposed of as solid waste that are designated by the City, the County, or the State of Minnesota to be part of an authorized recycling program, which shall be either separated at the source by the generator, or by the collector or processor, for the purpose of recycling or remanufacturing, or for reuse. The recyclable materials or recyclables shall include the materials listed below and any other materials mutually agreed upon by the Contractor and the City in the future, collected as both Single Sort and Organics Recycling.

Recycling Materials Revenue Report: A report supplied by Contractor, upon request, which outlines the revenue or credit to the City for sale of recyclables in a formula and format agreed upon by Contractor and City.

Revenue Share: The revenue shared between the Contractor and the City from the sale of recyclable material collected in curbside residential carts and at the drop-off center after the cost of processing the various types of material is subtracted from the revenue.

Single Sort Recycling: The system by which the generator places all recyclable materials together in one container, the materials are collected, processed at a MRF, and sorted into their individual marketable commodities.

- **Aseptic cartons, Gable top cartons:** Cartons used to package milk, juice, broth, soup and other liquids, and dry products.

- **Boxboard packaging:** used for food, storage in refrigerator, and dry goods, except boxes designed for frozen storage.

- **Corrugated cardboard:** unless contaminated with food, or coated with wax or plastic.

- **Glass containers:** all glass food and beverage containers.

- **Metal containers:** aluminum, steel, bimetal food and beverage containers, and foil and foil trays not contaminated with food.

- **Mixed paper:** direct mail, envelopes, school and office paper, receipts and bills, hard and soft-covered books, paper bags, notebooks, magazines, catalogs and phone books, and shredded paper.

- **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 includes 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 processing and re-manufacturing, or reuse.

- **Plastic:** plastic containers and lids up to nine inches in diameter, except those containers that held hazardous waste. Plastic containers includes these types of plastic: polyethylene terephthalate (PETE, number 1), high density polyethylene (HDPE, number 2), polyvinyl chloride (PVC, number 3), low-density polyethylene (LDPE, number 4), polypropylene (PP, number 5), polystyrene (PS, number 6), and all Other (number 7), unless recycling of a plastic is not required under the laws of the state and local governments, then the plastic may be excluded from the program if mutually agreed upon by the City and the Contractor.

Source Separated Organic Materials (SSOM)
The portion of solid waste that is separated at the source by the generator for the purpose of food to animals, composting, or anaerobic digestion, defined by Hennepin County as eligible compostable materials, and may include food scraps, plant materials, compostable paper, and compostable products that have been tested and verified to meet the standards in ASTM D6400 or ASTM D6868. Does not include residential yard waste.

Unacceptable Recyclable Materials: Materials which are prohibited from recycling or organics recycling streams as defined by State of Minnesota statutes and/or Hennepin County policies, or are not accepted by the Contractor, including hazardous waste.

Walk-up Service: Door-to-curb collection of recyclables at designated CDU's upon request from the City for residents who request the service from the City and are approved by City staff to receive the service. The resident or customer stores the cart(s) near the house or garage. The Contractor "walks up" to collect the cart, brings it to the truck to empty the cart, and returns the cart to its original location.

3. Recyclable Material Preparation

Contractor shall collect CDU recyclables that have been prepared by the residents as directed by the City. Sorting and preparation standards for materials will be "single sort" during the life of the Agreement. SSOM shall be placed into a designated SSOM cart by the originating user in a compostable bag, collected by a dedicated truck and route.

3.1 Manner of Collection

The collection and transportation of recyclables by Contractor will, at no time, create a nuisance or become injurious to the public health of persons living either within or outside the corporate limits of the City.

4. Ownership of Materials

All recyclable materials shall remain the responsibility of the resident, property owner, tenant or business establishment until handled by the Contractor at which point it becomes the responsibility and ownership of the Contractor. Title to and liability for Unacceptable Recyclable Materials shall at no time pass to the Contractor and shall remain with the generator of such waste

.

5. Revenue Sharing

The Contractor shall provide the same level of revenue sharing for the residential curbside and Drop-Off Center recycling programs. However, tonnages shall be itemized separately per program on the monthly invoices and revenue sharing shall be itemized separately on the revenue report.

6. Residential Curbside Recycling Program Collection Requirements

Every CDU shall receive curbside recycling collection services every other week and be able to opt-in for weekly year-round organics collection. The City of Plymouth is divided into five collection districts with collection on three different days each week. The Contractor shall not change the collection day for any curbside stop without the prior approval of the City. The Contractor will notify the City of any proposed route changes, and provide the City with any revised route, and all the collection maps at least once annually, and more frequently upon request by the City.

6.1 Carts

Contractor will provide storage containers of a size, shape and design acceptable to the City. Any containers provided by Contractor shall remain Contractor's property. Contractor shall be responsible for cleaning up any material spilled from the cart. Carts must be maintained in good working condition at all times. Replacement shall be the responsibility of the Contractor. Organics cart will be supplied to residents who request them.

6.2 Collection Days

Days of collection will be Wednesday, Thursday, and Friday of each week. If a holiday falls on or before a scheduled collection day in a particular week, recycling collection will be made on the day following the scheduled collection day. If the holiday falls on Friday, collection will be made on Saturday. If the holiday falls on a Saturday or Sunday, collection will continue as scheduled the following week.

6.2.1 Holidays

The City designates six legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

6.3 Collection Hours

Collection shall commence no earlier than 7:00 a.m., but no later than 9:00 a.m. The Contractor shall maintain sufficient equipment and personnel to assure that all collection operations are completed by 5:00 p.m. on each scheduled collection day. Residents will be requested to have recyclable materials placed at the curb before 7:00 a.m. on the scheduled collection day.

6.4 Non-Completion of Collection and Extension of Collection Hours

If the Contractor determines that the collection of recyclables will not be completed by 5:00 p.m. on the scheduled collection day, it shall notify the designated City staff person by 4:00 p.m. and request an extension of the collection hours. The Contractor shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion. If the designated City staff person cannot be reached, the Contractor shall

follow the agreed-upon method of communication to inform the City of the delay in collection.

6.5 Non-Compliant Missed Collections

The Contractor shall have a duty to pick up any missed collections. The Contractor agrees to pick up all missed collections on the same day the Contractor receives notice of a missed collection, provided the notice is received by the Contractor before 12:00 p.m. on a business day. With respect to all notices of a missed collection received after 12:00 p.m. on a business day, the Contractor agrees to pick up that missed collection before 12:00 p.m. on the business day immediately following the notice.

6.6 Severe Weather

Recycling collection may be postponed due to severe weather in if the Contractor determine conditions are unsafe. Contractor shall consult with the City regarding the Collection recovery plan. Collection will be postponed to a day agreed upon by the Contractor and the City. Recycling collection may be postponed if the local temperature at 6:00 a.m. is at or below minus 20 degrees Fahrenheit, or if other dangerous conditions exist.

6.7 Point of Collection

All residential recycling curbside collection will occur at the curb, as defined herein with the exception of designated walk-up service stops. Recycling carts shall be placed by the residents at curbside on collection day, with the handle toward the house and the lid opening toward street. The Contractor shall collect from each participating household, all acceptable materials that have been prepared according to publicized procedures. The driver is required to return carts to the same curbside location as set by the resident, unless the resident has set the cart in the street, on a sidewalk or trail, or in the middle of the private driveway. The Contractor shall make a conscious effort to return the cart with the lid closed and in a standing position.

6.7.1 Carts

Drivers are required to record and report to the Contractor's dispatcher, the location of any recycling container that is damaged. The Contractor shall repair or replace damaged carts within one (1) week of the report of damage.

6.8 Walk-up Service

The Contractor shall provide walk-up service to City designated CDU's upon request of the City at no extra charge. The City will endeavor to ensure that the service is provided only for those residents requesting the service as determined by the City. In the event walk-up service collection exceeds 0.5% of the total number of CDU's, City and Contractor may agree to negotiate financial compensation for the service. The City will not require the Contractor to enter a building or closed structure to service a property. If the Contractor and the customer agree that the property should be serviced by having the Contractor regularly enter a closed structure or building, the Contractor must provide the City with a copy of the walk -up service agreement signed by the customer and by the Contractor,

which agreement must include a City liability waiver. Twice annually in December and in May, the Contractor shall submit a current list of addresses receiving walk-up service.

6.9 Compliance with Driving and Hauling Laws

Collection and transportation of all recyclable materials shall be accomplished in accordance with all existing laws and ordinances, and future amendments thereto, of the State of Minnesota and local governing bodies. The Contractor will be properly licensed and insured to operate in the City of Plymouth, Hennepin County, and the State of Minnesota, and shall comply with all statutes, regulations, and ordinances of the state and local governments in the execution of the Agreement.

6.10 Weighing of Loads and Reporting Requirements

The Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's name, vehicle number, tare weight, gross weight, net weight, and number of recycling stops for each loaded vehicle. The scale to be used by the Contractor may be certified and approved by the City. Copies of all weight tickets shall be maintained electronically by the Contract and provided to the City upon request. Contractor will also maintain up-to-date route maps, indicating the starting collection point for each route, these will be provided to the City upon request.

6.11 Procedure for Unacceptable Materials

If the Contractor determines that materials set out are unacceptable, the driver shall use the following procedure. The driver shall leave all the unacceptable recyclable materials and leave an education tag. The tag is provided by the Contractor and approved by the City in the recycling container indicating unacceptable materials and/or the proper method of preparation. The driver shall record the address on forms provided by the Contractor. The Contractor shall report the addresses by the end of month to the City staff in an electronic format mutually agreed upon by the Contractor and City.

6.12 Public Education and Promotion

The Contractor will participate in educating City residents on recycling and will seek to promote recycling in a manner mutually agreed upon by the City and the Contractor. The Contractor shall conduct its own promotions and public education to increase participation and improve compliance with City-specified resident preparation instructions. Education efforts may include, but are not limited to, brochures, post cards, and cart hanging tags, cart information packets, signs, videos, presentations to classes and community groups, and events. The Contractor shall submit a draft of any public education literature for approval by the City, at least one (1) month prior to printing and distributing any such literature. The Contractor shall not distribute any education or promotional literature regarding the recycling program or waste reduction, without prior approval by City staff. The City will work with the Contractor to ensure recycling educational materials conform to Hennepin County Funding Policy requirements. The Contractor shall provide the City with industry-related information, educational materials, articles, video, and other material for City staff to publish or distribute as requested by the City, as well as assist in the development of brochures, articles, and other pieces at the request of the City. The Contractor shall work with the City in developing innovative financial incentives that will

help residents, multi-family owners and managers, businesses and institutions increase their recyclables and decrease their mixed solid waste. The Contractor may provide recycling instruction labels for single stream containers. This label may include concise material sorting instructions for residents. The label may be attached to the lid of the recycling cart, so it can be easily identified by the resident or customer and the Contractor's drivers as the container for recyclable materials collection. The Contractor shall participate in City-sponsored community events at the request of the City. Participation may include, but is not limited to, staffing an information booth, giving presentations, and displaying recycling trucks and equipment. Such participation shall be related to this Agreement, representative of the Plymouth recycling program, and not construed as an opportunity to prospect trash customers. The Contractor will provide education in alternate formats including, but not limited to electronic, online, video, in-person, events, and tours, and provide education that can be used in schools serving the Plymouth community. This education must address the State of Minnesota's solid waste management hierarchy and priorities. The education provided must be at the Contractor's cost, with no additional cost to the Cit y or schools.

6.13 Clean-up Responsibility

The Contractor shall adequately clean up any material spilled or blown during the course of collect ion and/or hauling operations. Any unacceptable materials left behind should be secured within resident's recycling container, if provided. Driver shall take all precautions possible to prevent littering of unacceptable recyclables, and shall be responsible for litter created by collection. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. Contractor shall have no responsibility to remove or clean up any items which are not recyclable materials. All hydraulic fluid spills and leaks shall be reported by the Contractor immediately to a supervisor and, if it is a danger to public health or safety, to the City Fire Department (911). If the spill is over five gallons, the Contractor must report it to the Minnesota Duty Officer. The Contractor is responsible to clean up all spills, even if the City Fire Department is present.

6.14 Customer Service and Records

All complaints made directly to Contractor shall be given prompt and courteous attention. Contractor will provide Customer Service through an established set of skills and capabilities. Customers seeking Customer Service shall have the ability to seek out information and answers to frequently asked questions 24 hours per day through web-based or smart phone based applications. When contact with the Contractor is required for Customer service, during office hours, the Contractor shall maintain sufficient call center staff to answer and handle complaints and service request from customers without delay. These call center staff shall have the ability to contact and work with members of the contractor staff serving the municipality, whether through direct, electronic, or telephonic means, to coordinate resolution of the local complaints. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Recyclable Materials not collected within one business day after the complaint is received. This section describes the minimal amount of customer service required and shall not limit Contractor in providing expanded customer service. The City requires responsive, friendly customer service at all times, in all other forms of

communication, including interactions by haulers/crews on the collection route, interactions on the phone, emails, and websites.

6.14.1 Staffing

Contractor shall provide full time oversight of the City's collection, and shall administer its obligations to provide quality service to Customers of Plymouth. Contractor shall maintain a network of personnel, including local Minnesota based, equipped with telephones, internet, and be staffed to effectively handle inquiries, complaints, and/or receive instructions. Contractor shall provide dedicated primary staff to handle phone calls and emails from Plymouth Customers. It is the City's preference that the primary staff be located in Minnesota, understanding that call volumes and wait times will require agents from other pods to answer calls at times. Phone and email shall be staffed by a person from 8:00 a.m. to 5:00 p.m. Monday through Friday except for the legal holidays.

6.14.2 Responding to City Calls or Email

Inquiries from the City to the Contractor should be directed to the Route Supervisor and municipal services team. Contractor shall make every effort to address all voicemail and email correspondence from the City, with a return call or email within thirty minutes if the City contacted the Contractor between 8:00 a.m. and 5 p.m. and by 9:00 a.m. the next business day if the call or email was made after 5 p.m. or during non-working hours.

6.14.3 Responding to Customer Concerns

Contractor will receive customer inquiries, complaints, requests for walk-up service, and other issues by phone or email. Residents shall have access to an email address that they can send inquired, complaints and request to.

Contractor will address all email correspondence with a return call or email to the City customer during the same business day if the Customer contacted Contractor between 12:00 p.m. and by 12:00 p.m. the next consecutive working day if the call or email was made after 12:00 p.m.

All phone calls shall be answered by a person during office hours, a phone tree or selection menu may be used to identify the most appropriate person to answer the call. All calls will first be routed to local, Minnesota based agents but can flow to other agents in an effort to eliminate wait times. Contractor shall provide a local, twin cities phone number for use by customers. Contractor's staff shall monitor email for service complaints, inquiries and requests during office hours and Contractor's system shall receive email during non-office hours for review and response during office hours.

6.15 Pilot Project Test Areas

The City, upon consultation with the Contractor, may request limited scope pilot tests in both the residential and commercial/institutional sectors of the City. The amount of stops included in a test will be determined by the scope of the project and mutually agreed upon

between the City and Contractor. The test area will not place any significant, undue hardship on the operations of the contractor and shall be reasonable and acceptable in size/effort. Fair compensation, if needed, will be determined during these discussions. No compensation shall be provided because of fewer materials during the test period.

6.16 Vehicle Licensing and Inspection Requirements

All collection vehicles used in performance of the Agreement shall be duly licensed and inspected by the State of Minnesota and shall operate within the weight allowed by Minnesota statutes. Vehicles shall be used that are in proper working condition and that prevent loss in transit of liquid or solid cargo. All vehicles shall be kept clean and as free from offensive odors as possible. The Contractor shall obtain all pertinent licenses and registrations from the City, County and State and have DOT record books. The Contractor shall submit to the City annually before December, the most recent Minnesota or U.S. DOT inspection record for each licensed vehicle used within the City.

6.17 Collection Vehicle Equipment Requirements

Each collection vehicle shall be equipped with the following:

- A two way communications device.
- A first aid kit.
- An approved 2A10BC dry chemical fire extinguisher or other approved fire extinguisher appropriate to the type of vehicle.
- Warning flashers.
- Warning alarms to indicate movement in reverse.
- Signs on the rear of the vehicle which state "This vehicle makes frequent stops" or similar language.
- A broom and a shovel for cleaning up spills and a spill kit.
- All of the required equipment and the vehicle must be in proper working order.
- All vehicles and equipment must be as clean and free from rust and odors as possible.
- Vehicles shall be sized to operate and negotiate turning movements of cul-de-sacs and dead-end streets without causing damage to public or private property or creating safety hazards.
- Vehicles shall be equipped with GPS routing technology, with the ability to, in real time, guide the driver along designated routes, log collection times at each pickup, and provide reports, if requested by the City, on historical collections that include time, day and address of each collection point. The GPS Guided routes shall have the ability to be modified weekly as participation and CDU locations change and update.

6.18 Personnel Requirements

The Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement. The Contractor will provide a Route Supervisor to oversee the recycling route drivers servicing the City. The Route Supervisor will be available to address customer complaints by cell phone or voice mail at minimum eight (8} hours per day on collection days and four (4) hours per day on non-collection weekdays. The Contractor's personnel shall:

- Conduct themselves at all times in a courteous manner with the general public.
- Make a concerted effort to have at all times a presentable appearance and attitude.
- Perform their work in a neat and a quiet manner and clean up all recyclable materials spilled or blown during the course of collection and hauling operations.
- Take all precautions possible to prevent littering.
- Avoid damage to containers and other property.
- Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.
- Not idle or park vehicles in one location, street, lot, or place longer than is necessary to reasonable collect material or take meal or rest breaks.
- Abide by all applicable local, state and federal laws while performing the work.
- Must understand safety responsibilities and spill procedures, including reporting all hydraulic fluid spills immediately to a supervisor, to the City Fire Department {911) in the event of danger to public health and safety, and to the Minnesota Duty Office if over five gallons.
- Report any suspicious activities or items to the Plymouth Police Department (911 or desk officers at 763-509-5192).

6.19 Pavement Management Programs

The Contractor will be responsible for coordinating and providing service for individual CDU's or streets temporarily inaccessible during the City's annual street program. The City will provide to the Contractor weekly updates or construction progress reports upon request. This Agreement is subject to the right of the State, the County and the City to improve its roads, bridges, highways, and streets. The Contractor accepts the risk that such improvements may prevent the Contractor from occasionally traveling its usual route or routes for the purpose of collecting materials. The Contractor agrees to not make any claim for compensations against the City, the County or the State for such interference.

6.20 City Service Limited to Public Roads

Services provided in this agreement shall be on or adjacent to publicly owned roads. If the Contractor provides service on a private road or property, the Contractor must establish a separate agreement with the property owner(s) regarding any change in condition to the private road due to the service, and hold harmless the City, Hennepin County, and the State of Minnesota.

6.21 SSOM- Source Separated Organic Material

The City does not currently have organized organics curbside recycling available to residents. Contractor shall work with the City to educate Customers during the transition. City will educate residents through print materials, the City website and social media channels, and community events. Contractor shall educate residents through distributing print materials on carts and through verbal and written communications by customer service representatives.

The first round of SSOM signup shall occur until February 14, 2024 on a City list, at which point Republic Services will use the list to distribute organics carts before March 6, 2024

for the initial rollout. Requests received between February 15, 2024 and March 1, 2024 will receive carts during the week of March 11, 2024. Residents signing up after March 1, 2024 will receive a cart within 2 weeks of the request for the first two quarters of 2024, and one week thereafter. The City will setup an electronic process that the City can share with residents, allowing them to sign up for a cart, in addition to utilizing the contractor's customer service phone number for cart signup and collection participation. All tracking, delivery and servicing of the carts shall be the responsibility of the Contractor. A list of current organics recycling participants shall be shared with the contractor in an electronic spreadsheet upon request and with any price increase request.

7. Drop-Off Recycling Center

7.1 Drop-Off Site Operations

The Contractor will service the recycling drop-off site operated by the City at Plymouth's Public Works Maintenance Facility, 14900 23rd Avenue North, Plymouth. This is an unattended facility open to residents and businesses. The City will give the Contractor card access to the sit e. The gate to the site is currently open from 5:00 a.m. to 9:00 p.m. daily.

7.2 Drop-Off Center Materials

Revise the paragraph to read:

Recyclable material collected at the drop-off site shall be the same materials as collected in the curbside program element for both single sort and organics materials. Other materials may be designated by the City if acceptable to the Contractor.

Recyclable material collected at the drop-off site shall be the same materials as collected in the curbside program element for both single sort and organics materials. Other materials may be designated by the City if acceptable to the Contractor.

7.3 Storage Containers: Capacity and Service Frequency

Contractor will provide storage containers of a size, shape and design acceptable to the City (e.g., roll-off boxes, tanks, compartments and/or carts), and sufficient frequency emptying the containers to assure that all recyclables deposited at the site can be placed within the storage containers without overflowing. Storage containers for the drop-off center shall be approved by the City before being installed by the Contractor. Contractor shall be responsible for cleaning up any and all material left at the drop-off site on collection days when a container is full. Containers must be kept clean and free from odors, free of graffiti and inaccurate signage, free of rust and leaks, and must be maintained in good condition at all times, including working covers, free of rust and leaks, and accurate, legible signs on all containers. The total single sort recycling site loose volume container capacity shall be a minimum of 240 cubic yards but must have sufficient capacity. The volume may be reduced if mutually agreed upon by the City and the Contractor. The organics site loose volume shall be up to 16 cubic yards. The organics capacity may be reduced if mutually agreed between the City and the Contractor based on observed usage. It should be assumed that the site will be serviced daily as required to maintain capacity for the residents. Assumptions based on historical use assumes the site receives between

200 and 250 loose cubic yards of single sort recyclables per day on average. The holiday seasons tend to collect more, and summer tend to be less.

Organics collection should be assumed once per week, of up to 16 cubic yards at a time.

7.4 City Approval of Container Type and Labeling

Containers must be clearly marked with labels listing and showing with graphics the recyclables allowed to be placed inside the containers. The Contractor may not label the containers until the City has approved the content and design of labels. The Contractor will replace and update the signs on the drop-off center containers as needed.

7.5 Weighing of Loads and Reporting Requirements

Contractor will keep accurate records and weights of all recycling materials collected. All loads will be weighed and the information recorded on an approved weight/scale ticket along with the date, time, driver's name, vehicle number, tare, gross, and net weights, and the words "drop-off center". A copy of all weight tickets shall be kept on file by the Contractor for two (2) years and copies of all weight tickets will be provided to the City as needed. The Contractor will submit a monthly report of the total tons collected by material, the percentage of the total that each material type represents. These reporting requirements are required for the City's semi-annual and annual recycling reports to Hennepin County.

7.6 Management of Contamination

If contamination of drop-off center recyclables exceeds 15% of the total drop-off tonnage, both parties mutually agree to negotiate and revise the plan for operations of the drop-off center that may include new containers, new container locations, elimination of containers, better signs on the containers, signs at the site, and/or disposal charge backs.

7.7 Special Service Dates

The contractor shall make provisions to service the site twice a day, for up to 5 days in a year, as directed by the City. The designated legal holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be avoided, but days after each holiday are eligible for twice a day collection designation. The site may be serviced 24 hours a day, and the City has made provisions to close the site while allowing limited resident drop offs, and maintaining general safety during servicing.

If it is determined that additional special service intervals are required, the City and Contractor will negotiate a revised price to accommodate.

8. Recyclables Composition

8.1 Determining Materials Composition as Collected

The Contractor shall conduct at least one materials composition analysis of the City’s recyclable materials each calendar year of this Agreement and during 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.

8.1.1 Estimating Process Residuals

The Contractor shall provide the City a written description of the means to estimate process residuals derived from the City's recyclable materials. This written description shall be reviewed and approved in writing by the City. This written description shall be updated by the Contractor immediately after any significant changes to the processing facilities used by the Contractor.

8.2 End Market Certification

Upon request by the City, the Contractor shall provide written certification to the City that all recyclable commodities identified will continuously be recycled and not disposed. Upon request, the Contractor shall provide the City with adequate documentation of end markets for each recyclable commodity.

8.3 Materials Processing and Marketing

8.3.1 Processing Facilities Must Be Specified

It is intended that all recyclable materials collected by the Contractor will go to recycling markets to be reused or manufactured into recycled content products. Adequate recyclable material processing capacity must be provided for material collected. The Contractor specifies the location(s) of its MRF (or subcontractor's facility) where material collected from the City will be delivered and/or processed as Republic Services Minneapolis MRF. The Contractor shall provide written notice to the City at least sixty (60) days in advance of any substantial change in these or subsequent plans for receiving and processing recyclable materials collected from the City. Upon collection, the Contractor shall deliver the designated recyclable materials to a MRF, an end market for sale or reuse, an intermediate collection center for later delivery to a processing center, end market, or a facility identified by the City as accepting SSOM delivered by the Contractor during the term of this Agreement. Facilities identified are Shakopee Mdewakanton Sioux Community (SMSC) Organics Recycling Facility, 1905 Mystic Lake Dr. S., Shakopee, MN 55379, a Hennepin County owned transfer station designated for SSOM, or such other locations as approved by the City. Minnesota Statutes (M.S. 115A.95) prohibits the unapproved disposal of separated recyclable materials. Contractor shall

assure that all recyclable materials collected in the City are not landfilled, composted or incinerated except for Process Residuals. The Contractor shall dispose of no more than seven percent (7%) of material (by weight) as Process Residuals as part of recyclable materials processing operations.

8.3.2 Lack of Adequate Market Demand

In the event that the market for a particular recyclable material ceases to exist, or becomes economically depressed that it becomes economically unfeasible to continue collection, processing and marketing of that particular material, the Contractor shall give written notice to the City. The notice shall include information demonstrating the effort the Contractor has made to find market sources, and the financial information justifying the conclusion that the market is economically unfeasible. Adequate documentation shall be required before the City will consider changes to the municipal recycling program. At such conclusion, the City and the Contractor will both agree in writing that it is no longer appropriate to collect such item before collection ceases. Until such date that writing amendment is fully executed, the Contractor shall continue to collect the item and, if necessary, arrange for adequate stockpiling. Contractor shall pay the costs of all disposal of any item collected that is deemed not recyclable by Contractor and the City due to lack of adequate market demand. The City and Contractor shall specify a date in the said written agreement to cease collection of the recyclable material in question. Contractor shall at all times be under a duty to minimize recyclable materials ending up in landfill or incineration. If such disposal becomes necessary, Contractor shall dispose of the materials at a facility specified in writing by the City or an alternative agreed upon by the City and the Contractor.

8.4 Performance Monitoring

The City will monitor the performance of the Contractor against requirements specified within this Agreement. Substandard performance as determined by the City will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within sixty {60) days after being notified by a City, the City may initiate the contract termination procedures.

8.5 Reports and Meetings

City may withhold payment for recycling services or declare this Agreement to be breached unless and/or until Contractor supplies as required the information outlined in this section.

8.5.1 Customer Service Reports

Contractor will provide the City with monthly electronic reports, in Word, Excel or Access format, on issues, complaints, including, but not limited to calls reporting missed collections and improper set-outs as stipulated within this Agreement. Detail shall include dates occurred, initiated and resolved, address, issue, resolution, and other details as available. These reports shall be due by the 15th day of each month.

8.5.2 Monthly Reports

Contractor shall provide the Recycling Materials Revenue Report upon request. The Contractor shall submit a written monthly report to accompany the monthly invoice packet. Invoices may not be processed for payment until the monthly report is complete and accepted by the City. The monthly report shall summarize tonnage by commodity and by type of collection (curbside, drop-off, and MF). The monthly report shall summarize complaints from the report as described in Section 8.5.1 and provide an explanation of any changes in procedures to address complaints. The monthly report shall describe any significant changes in end markets and alert the City in writing to any pending conditions that may affect the City's recycling programs. These reports shall be due by the 15th day of each month. Since Contractor carts for Recyclable Materials may contain electronics as a result of dumping activities, the Contractor shall properly register and report on the disposal of such items as required by the Minnesota Electronics Recycling Act (M.S. 115A.1310) with the State of Minnesota and comply with any other applicable electronic waste disposal reporting laws. The Contractor shall include a report on any E-waste disposal in its monthly report to the City. Contractor shall provide electronic reports providing tons and or quantity of organics recycling and number of cart touches.

8.5.3 Annual Reports

The Contractor shall submit a written annual report by March thirty first (31) of each year, or other date needed for City to comply with State and County reporting. The annual report shall summarize tonnage by commodity by program element for the previous calendar year. The annual report shall describe any significant changes in end markets and alert the City in writing to any pending conditions that may affect the City's recycling programs. The annual written report should include any MRF reports submitted by Contractor to the Minnesota Pollution Control Agency and the MN Department of Revenue (annual SW-lAR report) for any MRFs used to process City recyclable materials. The SW-lAR are for recycling and composting facilities seeking exemption from solid waste management taxes pursuant to M.S. 297H.06. These reports must be submitted to the State annually, and shall be submitted annually as part of the annual report. The Contractor must include a request in writing if the Contractor wishes to have its annual report considered nonpublic data to the extent permitted by the public record laws of the State of Minnesota. The entire annual report cannot be marked as nonpublic data.

Contractor shall provide the City an annual program report that will be an overall summary of the program from the previous year. The report should include:

1. Tons of organics recycling collected.
2. Trends in the solid waste industry.
3. Recovery rates (i.e. pounds per household).
4. Set-out and participation rates.
5. Efforts Contractor has made to reduce contamination.

6. Contractor suggestions to improve the City's program.
7. List of Customers (names and address) receiving walkup service on an annual basis, with those who receive a waived fee identified.

8.5.4 Annual Meeting

Upon receipt of the Contractor s annual report, the City may schedule an annual meeting with the Contractor. The objectives of this annual meeting will include (but not be limited to):

- Review Contractor's annual report, including trends in recovery rate and participation.
- Efforts the Contractor has made to expand recyclable markets.
- Summary of market trends in prices, technology advancements, specifications, and implications for all recycling programs covered in this Agreement.
- Review Contractor's performance based on feedback from residents and other customers to City staff.
- Review Contractor's recommendations for improvement in the City's recycling program, including enhanced public education and other opportunities for expansion.
- Review staff recommendations for improving Contractor's service.
- Discuss other opportunities for improvement with the remaining years under the current Agreement.

8.5.5 Other Meetings

The City may call additional meetings as needed to coordinate planning, development and implementation of new or changing program elements. The Contractor may request meetings as needed to help provide for more expeditiously resolution of program implementation issues.

Contractor shall conduct an annual Set-Out and Participation Study in which both the set-out and participation rates are analyzed and documented for organics recycling, during each year of the contract.

Participation Studies shall be conducted by the Contractor in annually, during a month mutually agreed upon by the City and Contractor, for organics recycling.

The set-out rate is the average number of households that set materials out for organics collection on a given day. For example, every Tuesday for one month, collection drivers count the number of households that set out organics recycling on that day. Then the two numbers are given to the City and are averaged to determine the average number of households who set out recycling on a given Tuesday.

The participation rate is the number of households who set materials out for organics recycling collection at least once over a period of one month. The

participation rate is a better indication of overall organics recycling participation because it includes households that recycle at least once a month, as some households may not set out organics each collection week. It more accurately indicates how many households are participating in the organics recycling programs overall, as opposed to the number of participants on a specific day.

The studies will span one month of collections. The City will randomly select sections to study for each daily route, with each section being comprised of about 200 households per day, for a total study of over 1,000 households. These same sections will be studied every year for consistency.

Over a four-week period, Contractor will tally the exact number of households that set out organics recycling for collection in the morning of their collection day, before the driver services the section. The four-week study will track organics recycling set-out and participation rates over the five days of collections during the week, totaling 20 days of set-out tracking.

The Contractor shall conduct set-out rate measurements and participation studies at no additional cost to the City.

The City reserves the right for staff to ride along with collection drivers in organics trucks, or drive routes on their own to audit the SSOM participation numbers ensuring compliance and accuracy.

The Contractor shall cooperate with the City in the coordination of materials composition studies of the City's organics recycling each year. This may include, but is not limited to spot checking individual carts for contamination, leaving physical tags, altering areas of collection during study, delivery of partial loads to sort location, and tracking collection data. The City will randomly select sections to study for each daily route, with each section being comprised of about 50 households per day, for a total study of over 250 households. Contractor shall enter spot-check data in the City's online database, including but not limited to identifying the addresses of Organics Carts spot-checked and if the Organics Carts contained Unacceptable Material.

EXHIBIT B
To
First Amendment to Agreement for Municipal Recycling Services

EXHIBIT B: COMPENSATION

1. Compensation for Residential Curbside Recycling Collection Service

1.1 Curbside CDU Counts

For the purpose of these specifications the City has identified 25,777 Curbside Certified Dwelling Units (CDU's) as of July, 2023. Historical growth rates have been around 1% annually. Contractor will bill the City based on the house count provided by the City on December 1 and June 1 of each year.

1.1.1 Annual Adjustment to CDU Count

The SSOM participation rate shall be reported to the Contractor, corresponding with the house count verification in section 1.1. For billing purposes, the participation rate is equal to the number of homes that have requested and received an SSOM cart divided by the current total house count identified in section 1.1.

1.2 Collection Service Price

The curbside collection service price per month per CDU shall be as follows:

Year	Year	Single Sort Recycling	SSOM percent participation monthly CDU price.						
			0%-10%	10%-15%	15%-20%	20%-25%	25%-30%	30%-40%	40%-50%
0	2024	$3.29 (1)	$3.00	$3.50	$4.00	$4.50	$5.00	$5.50	$6.00
1	2025	$4.75	$3.12	$3.64	$4.16	$4.68	$5.20	$5.72	$6.24
2	2026	$4.94	$3.24	$3.79	$4.33	$4.87	$5.41	$5.95	$6.49
3	2027	$5.14	$3.37	$3.94	$4.50	$5.06	$5.62	$6.19	$6.75

(1) Amount is from original Agreement

1.3. Compensation for Drop-Off Collection Service

Consistent with Section 7 of Exhibit A, which includes 5 selected days per year of servicing the entire site twice per day.

The Drop-off collection service price per month shall be as follows:

Year	**Drop Off Site**
2024	$10,500
2025	$10,920
2026	$11357
2027	$11,811

1.4. Recycling Collection at City Designated Sites

The Contractor will provide Single Sort and Organics recycling collection at City facilities and other designated stops at no additional cost per the following schedule. The Contractor shall collect the same list of recyclable materials collected from other program elements. City facilities and other designated stops currently included in this Agreement include the following and may be adjusted as needed:

Site	**Single Sort**	**Organics**	**Frequency**
City Hall, 3400 Plymouth Blvd., Plymouth, MN, 55447	2 yard	96 gal	Monday, Wednesday, Friday
Public Safety, 3400 Plymouth Blvd., Plymouth, MN, 55447	2 yard	96 gal	Monday, Wednesday, Friday
Fire Station #1, 13205 County Road 6, Plymouth, MN, 55441	96 gal	96 gal	Every Wednesday
Fire Station #2, 12000 Old Rockford Rd, Plymouth, MN, 55441	2 yard	96 gal	Every Thursday
Fire Station #3, 3300 Dunkirk Lane North, Plymouth, MN, 55447	2 yard	96 gal	Every Wednesday
Plymouth Community Center, 14800 34th Ave N, Plymouth, MN, 55447	4 yard	3 yard	Monday and Friday
Plymouth Ice Ctr, 3650 Plymouth Blvd., Plymouth, MN, 55446	3 yard	3 yard	Wednesday
Public Works, 14900 23rd Ave N, Plymouth, MN 55447	2 yard	96 gal	Friday

1.5. Revenue Share REMOVE ALL OF 1.5 AND 1.6

1.5.1 Revenue Sharing Formula

The revenue sharing formula shall be:

- "Gross" material value (based on index prices below)
- Less processing fee.
- Equals net revenue
- Times the percent City share of net revenue. The revenue share shall be 80% to the City and credited monthly.

1.5.2. Processing Fee

The processing fee per ton shall be as follows:

Year	**Processing Fee**
2024	$79.20
2025	$82.38
2026	$85.66
2027	$89.09

1.5.3 Revenue Share Reserve

A cumulative revenue share reserve of $35,000 shall be established from the sale of recyclable material prior to the City receiving shared revenue. Revenue owed to the City in excess of $35,000 shall be credited to the City on a monthly basis. The cumulative revenue share reserve shall be in effect from January 1, 2019 through November 30, 2027. At the end of the contract term the City shall be credited for the net revenue of recyclables in December 2024 plus any positive balance in the revenue share reserve. A negative balance at the end of the contract term shall be the responsibility of the contractor. The City will not provide payment to the Contractor for a negative balance.

1.6. Published Industry Market Indices

Product Mix	**Market Indicator**
Mixed Glass	Reviewed Annually
HDPE Natural	Waste News 1st Issue High
HDPE Pigmented	Waste News 1st Issue High
PET	Waste News 1st Issue Low
Residual Garbage	Hennepin County Rate
Tin	Avg. Monthly Sales Price
Aluminum	Average Monthly Sales Price
OCC	OMB #11 High
#3-7 Plastics	Average Monthly Sales Price
Other Fiber	OBM #54 High

EXHIBIT C: TRASH COLLECTION SERVICE

1. Trash Collection Service

The Contractor will provide solid waste collection at designated City facilities at no additional cost.

2. Unacceptable Waste

For purposes of this Exhibit C, solid waste does not include Unacceptable Waste, as defined below. City warrants that solid waste disposed of at the facilities identified by City pursuant to Section 1 of this Exhibit C will not contain any Unacceptable Waste. Title to, and liability for, any Unacceptable Waste will remain with the generator and shall at no time pass to Contractor. Contractor shall have the right to reject or revoke its acceptance of any solid waste at any time such solid waste is discovered to be or contain Unacceptable Waste.

3. Definitions for Purposes of Exhibit C

3.1 Unacceptable Waste is Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law or any otherwise regulated waste.

3.2 Hazardous Waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.

4. City facilities and other designated trash stops to be included in this Agreement are shown below, additional facilities or collection frequencies shall be updated as needed:

Site	Bin(s)	Collection Frequency
City Hall, 3400 Plymouth Blvd., Plymouth, MN, 55447	3 yard	Monday, Wednesday, Friday
Public Safety, 3400 Plymouth Blvd., Plymouth, MN, 55447	3 yard	Monday, Wednesday, Friday
Maintenance Facility, 14900 23rd Ave. N., Plymouth, MN, 55447	4 yard	Monday
Central Treatment Plant, 14800 23rd Ave. N., Plymouth, MN, 55447	4 yard	1st Monday of the month
Zachary Treatment Plant, 4295 Zachary Ln. N., Plymouth, MN, 55441	4 yard	1st Monday of the month
Plymouth Community Center, 14800 34th Avenue North, Plymouth, MN, 55447	4 yard (2 bins)	Monday, Thursday
Fire Station 1, 13205 County Road 6, Plymouth, MN, 55441	1 yard	Monday
Fire Station 2, 12000 Old Rockford Road, Plymouth, MN, 55441	1.5 yard	Monday
Fire Station 3, 3300 Dunkirk Lane North, Plymouth, MN, 55447	1.5 yard	Monday

Plymouth Ice Center, 3650 Plymouth Blvd., Plymouth, MN, 55447	4 yard (2 bins) 3 yard	Monday, Thursday Monday, Thursday
Bus Shelter, 9923-10221 45th Avenue North, Plymouth, MN, 55442 (Nathan Lane/45th Avenue Park and Ride)	30 gal	Monday
Bus Shelter, 3954-3998 Plymouth Blvd., Plymouth, MN, 55447 (Intersection of County Road 9 & Plymouth Blvd.)	30 gal	Monday
Bus Shelter, 3651 Lancaster Lane N, Plymouth, MN, 55441	30 gal (North side) 30 gal (South Side)	Monday Monday
Bus Shelter, 3205 Harbor Lane North, 55447 (Currents Apartments)	30 gal	Monday
Bus Shelter, 3300 Harbor Lane North, Plymouth, MN	30 gal	Monday
Bus Shelter, 17205 County Road 6, Plymouth, MN, 55447 (St. Phillip the Deacon Church)	30 gal	Monday
Bus Shelter, 1405 Xenium Lane North, Plymouth, MN, 55441 (TCF Headquarters at Xenium & 15th Ave)	30 gal	Monday
Station 73 Park & Ride, 10905 State Highway 55, Plymouth, MN, 55441	90 gal	Monday

DOCS-_228664-v1-FIRST_AMENDMENT_TO_AGREEMENT_FOR_RECYCLING_SERVICES

Final Audit Report 2023-12-20

Created:	2023-12-19
By:	Lisa Stromberg (lstromberg@plymouthmn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHbkQuJI-FNpyqIigSj613LKJEz_shR-3

"DOCS-_228664-v1-FIRST_AMENDMENT_TO_AGREEMENT_FOR_RECYCLING_SERVICES" History

Document created by Lisa Stromberg (lstromberg@plymouthmn.gov)
2023-12-19 - 8:34:39 PM GMT

Document emailed to Michael Thompson (mthompson@plymouthmn.gov) for approval
2023-12-19 - 8:36:42 PM GMT

Email viewed by Michael Thompson (mthompson@plymouthmn.gov)
2023-12-19 - 8:43:25 PM GMT

Document approved by Michael Thompson (mthompson@plymouthmn.gov)
Approval Date: 2023-12-19 - 8:44:09 PM GMT - Time Source: server

Document emailed to bschuler@republicservices.com for signature
2023-12-19 - 8:44:11 PM GMT

Email viewed by bschuler@republicservices.com
2023-12-20 - 2:51:08 PM GMT

Signer bschuler@republicservices.com entered name at signing as Brandon S. Schuler
2023-12-20 - 2:52:07 PM GMT

Document e-signed by Brandon S. Schuler (bschuler@republicservices.com)
Signature Date: 2023-12-20 - 2:52:09 PM GMT - Time Source: server

Document emailed to Dave Callister (dcallister@plymouthmn.gov) for signature
2023-12-20 - 2:52:11 PM GMT

Email viewed by Dave Callister (dcallister@plymouthmn.gov)
2023-12-20 - 2:52:33 PM GMT

Adobe Acrobat Sign

Document e-signed by Dave Callister (dcallister@plymouthmn.gov)
Signature Date: 2023-12-20 - 2:53:32 PM GMT - Time Source: server

Document emailed to jwosje@plymouthmn.gov for signature
2023-12-20 - 2:53:33 PM GMT

Email viewed by jwosje@plymouthmn.gov
2023-12-20 - 9:27:14 PM GMT

Signer jwosje@plymouthmn.gov entered name at signing as Jeffry Wosje
2023-12-20 - 9:27:58 PM GMT

Document e-signed by Jeffry Wosje (jwosje@plymouthmn.gov)
Signature Date: 2023-12-20 - 9:28:00 PM GMT - Time Source: server

Agreement completed.
2023-12-20 - 9:28:00 PM GMT

Adobe Acrobat Sign