



Experience **LIFE** in the Park

**AGREEMENT FOR RESIDENTIAL GARBAGE,
RECYCLING, ORGANICS RECYCLING, AND
YARD WASTE COLLECTION, AND
DISPOSAL/PROCESSING SERVICES**

Between the City of St. Louis Park and
Waste Management of Minnesota, Inc.

For the Contract Period
October 1, 2018 - September 30, 2023

April 16, 2018

City of St. Louis Park
Public Works Division
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Equal Opportunity/Affirmative Action Employer

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Exhibits

- Exhibit 1 – Residential Collection Days
- Exhibit 2 – Residential Recycling Weeks
- Exhibit 3 – Garbage Collection Price Worksheets
- Exhibit 4 – Bus Stop Garbage Collection
- Exhibit 5 – Recyclable Materials List
- Exhibit 6 – Recycling Collection Price Worksheets
- Exhibit 7 – Revenue Sharing
- Exhibit 8 – Organics Recycling Acceptable Materials List
- Exhibit 9 – Organics Recycling Collection Price Worksheets
- Exhibit 10 – Yard Waste Collection Price Worksheets

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AGREEMENT
FOR RESIDENTIAL GARBAGE, RECYCLING, ORGANICS RECYCLING AND YARD
WASTE COLLECTION AND DISPOSAL/PROCESSING SERVICES

Contract No. _____

This Agreement is made this _____ day of _____ 2018, by and between the **City of St. Louis Park**, a Minnesota municipal corporation ("City") and **Waste Management of Minnesota, Inc.**, a Minnesota corporation ("Contractor").

In consideration of their mutual covenants, the City and Contractor agree as follows:

1. CITY GOALS

The goals of the City are to maximize the fullest recovery of recyclable materials possible with the least impact on the environment and to achieve the most cost-effective solution in doing so. Goals include:

- Increasing the amount and types of materials being recycled
- Improving education to increase recovery rates and waste reduction
- Expanding participation

The Contractor will work closely with the City to achieve these goals.

2. TERM OF AGREEMENT

The term of this Agreement relating to the commencement of services to customers shall begin on October 1, 2018 and terminate on September 30, 2023. The City and Contractor may agree to extend the Agreement for an unspecified period of time beyond the termination date upon such terms and conditions as the parties shall mutually agree.

Each year of the Agreement shall be defined as follows:

Year 1	October 1, 2018 through December 31, 2019
Year 2	January 1, 2020 through December 31, 2020
Year 3	January 1, 2021 through December 31, 2021
Year 4	January 1, 2022 through December 31, 2022
Year 5	January 1, 2023 through September 30, 2023

This Agreement is governed in all respects by the laws of the State of Minnesota.

3. DEFINED TERMS

Except as set forth below, and as may be defined elsewhere in this Agreement, the terms used in this document shall have their ordinary meaning, and are applicable to both the singular and the plural. The following words and phrases, when used in this Agreement, shall have the meanings as specified herein.

3.1 Appliances (Major)

Household appliances items such as, clothes washers and dryers, dishwashers, hot water heaters, heat pumps, furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges and stoves, air conditioners, dehumidifiers, refrigerators, and freezers. Gas ammonia appliances are not included under this definition as they are considered hazardous waste.

3.2 Blended Value

Blended Value means the actual revenue received per ton by Contractor each month for recyclable materials sold that month. The Blended Value per ton amount shall be the average sale price of all Recyclable Materials sold proportional to each materials estimated percentage of the total composition of Recyclable Materials.

3.3 Bulk Waste

Large items such as, but not limited to, bathtubs, beds, mattresses, bikes, carpet (bundled, less than 4 feet in length, and less than 45 pounds), chairs, couches, doors, dressers, exercise equipment, garage door openers, gas grills (without tank), lawnmowers (drained), pallets, sinks, swing set (less than 4 feet in length and less than 45 pounds), tables, toilets, vacuums, water softeners, windows, construction debris (less than 4 feet in length and less than 45 pounds), and household items that are too large to fit into the garbage cart.

3.4 Business

Any business located along an existing collection route generating the amount and type of waste similar to a household that desires to use City contracted collection services.

3.5 Cart

City owned 35-gallon, 65-gallon, and 95-gallon carts with hinged lids and wheels used for the collection of garbage, recycling and organics recycling.

3.6 Cart Touches

Cart touches are the number of new/replacement carts distributed to customers by the Contractor as specified under Cart Services.

3.7 Collection

The aggregation of material from the place at which it is generated and includes all activities up to the time the material is delivered to a solid waste facility. Material collection from single-family households will occur at curb and alley (approximately 30%) locations. Multi-family households and business collection locations will vary.

3.8 Composition

Composition of recyclable materials as an estimated percentage based on the results of the Recycling Composition Analysis required in Section 12.4.

3.9 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.

3.10 Composting Facility

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

3.11 Compostables/Composting

Shall mean yard waste, food scraps, non-recyclable paper and compostable bags.

3.12 Customer

Any residential single-family household that is required to use the City contracted collection service, and any multi-family household or business that chooses to use the City contracted collection service.

3.13 Day-Certain Collection

The City has established a day-certain collection schedule (Exhibits 1 and 2). This schedule requires that a route shall be collected on the same day of each week and is based on a five day, Monday through Friday, work week. The only exceptions to the day-certain collection schedule shall be during those weeks in which a designated holiday occurs or other emergency situations as determined by the City.

3.14 Electronics

Computers, including tablet computers and laptops, peripherals, printers, facsimile machines, DVD players, video cassette recorders, video display devices, and other devices as required under the Minnesota Electronics Recycling Act.

3.15 Every-Other-Week Garbage Collection, or EOW Garbage Collection

The every-other-week collection of garbage from residents who meet City requirements, having 20- or 30-gallon garbage service plus Organics Recycling service. EOW Garbage Collection occurs on the same week as the Customers Recycling Collection.

3.16 Extra Collection

The additional collection of regular household garbage recycling, organics recycling, or yard waste outside of the regularly scheduled collection day. Extra collections are arranged between the Contractor and billed by the Contractor directly to the customer.

3.17 Extra Garbage Sticker

These stickers are provided to customers for a small fee, by the City, for placement on bags of regular household garbage that does not fit in their garbage cart. The stickers are available for purchase at City Hall and the Municipal Service Center. These stickers are not used for Bulk Waste or Extra Collection.

3.18 Extended Absence or Garbage Hold

A temporary suspension of all solid waste services for an extended period of time, at minimum four consecutive weeks.

3.19 Garbage

The portion of solid waste that is not separated at the source by the generator for the purpose of reuse, recycling, organics recycling, or yard waste.

3.20 HERC

Hennepin County Energy Recovery Center. A waste-to-energy facility located in Minneapolis that burns garbage to generate energy.

3.21 Holidays

The City has designated six holidays that will delay collection. The designated holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on the weekend, there will be no delayed collection. If a holiday falls during the week, collection will be delayed by one day all week through Saturday (8am through 6pm).

3.22 Household (HH)

A Single-Family Household or Multi-Family Household that is eligible for Solid Waste Services provided by the City's Contractor.

3.23 Material Recovery Facility (MRF)

A facility where recyclables are received, sorted, processed, stored, and shipped to end markets or other intermediate processors to ultimately be recycled.

3.24 Multi-family Residential Building, or Multi-family Building

Residential structures with five to eight dwelling units.

3.25 Organics Recycling

The curbside collection of source separated organic materials, identified in Exhibit 8, from each participating Household and transport to a Transfer Station or Composting Facility.

3.26 Participation Rate

A record of which specific households on a recycling route set out recyclable material at some point during a defined period of time (usually one month) as a percentage of the overall number of eligible households.

3.27 Pay-As-You-Throw

A system where customers pay for the collection of garbage based on volume. Customers may choose from various levels of service. If a customer has more garbage than will fit into the cart(s), the customer must purchase an Extra Garbage Sticker from the City, for an additional cost, and place the sticker on a securely sealed bag for collection.

3.28 Process Residuals

The material that cannot be economically recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as mixed municipal solid waste. Process residuals include but not limited to bulky items, contaminants, sorted tailings, floor sweepings and rejects from specific processing equipment (e.g. materials cleaned from screens, etc.). Process residuals does not include clean, separated products that are normally processed and prepared for shipment to markets as commodities but are of relatively low value because of depressed market demand conditions.

3.29 Processing

The sorting, volume reduction, baling, containment or other preparation of recyclable materials delivered to the processing center for transportation or marketing purposes.

3.30 Processing Fee

Agreed upon unit fee allocated towards Contractor's cost of processing various types of recyclables.

3.31 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 facility for materials contracted for collection to be delivered to.

3.32 Recyclable Materials, or Recyclables

The portion of solid waste that is separated at the source by the generator for the purpose of recycling, and is comprised of materials deemed recyclable and included on the list of Required Recyclable Materials in Exhibit 5 and any other materials agreed upon by the Contractor and City in the future or as part of contract negotiations.

3.33 Recycling Set-Out Rate or Set-Out Rate

The number of single family households that set out recyclable material each week as a percentage of the number of eligible households in the City.

3.34 Single-family Household

Any residential building consisting of four or fewer separate dwelling units.

3.35 Single-Sort

A system where residents place Recyclable Materials into one recycling Cart for Recycling Collection, with the materials later processed at a MRF, including sorting into their individual marketable commodities.

3.36 Source Separated Organic Materials

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, 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.

3.37 Tip Fee, or Tipping Fee

Amount to be charged to the City at the Receiving Facility for the transfer and/or processing of solid waste material.

3.38 Transfer Station

A facility identified by the City as accepting solid waste delivered by the Contractor during the term of this Agreement. Transfer Stations identified are Brooklyn Park Transfer Station, 8100 Jefferson Highway, Brooklyn Park, Minnesota 55445; Malcolm Transfer Station, 630 Malcolm Avenue SE, Minneapolis, Minnesota, 55415 or such other locations as mutually agreed upon by the City and Contractor in writing.

3.39 Unacceptable Materials

Materials which are prohibited from garbage, recycling, organics recycling or yard waste streams, such as but not limited to hazardous waste, and other prohibited materials as defined by State Statutes and/or County policies, or are otherwise not accepted by the Contractor.

3.40 Walk-up Service

An optional service offered by the Contractor to any customer for an extra fee payable directly to the Contractor. In subscribing to this service, the customer keeps their cart or bin near their house or garage. The Contractor “walks up” to collect their materials and returns the cart to its original location.

3.41 Yard Waste

Compostable plant material including grass clippings, leaves, weeds, garden plants, and brush and branches under four inches in diameter and four feet in length.

3.42 Yard Waste Container

Any customer-owned reusable container used for yard waste. The container should not exceed 32 gallons in capacity or 40 pounds in weight, should be fitted with handles, and be labeled with a “Yard Waste Only” sticker provided by the City. Containers do not need to be lined with a compostable bag.

3.43 Yard Waste Season

The typical yard waste collection season is April 1 through November 30 each year. The exact dates may be adjusted by the City due to weather conditions each year.

4. GARBAGE COLLECTION SERVICES TO BE PERFORMED BY CONTRACTOR

This section is specific to garbage, bulk wastes, appliances, and electronics collection and disposal/processing services.

4.1 General Collection and Disposal

Contractor shall furnish all labor, materials, and equipment, and perform all work necessary for the collection, disposal, and processing of garbage, bulk wastes, appliances, and electronics for approximately 12,300 residential Customers in the City. The Contractor shall also furnish all labor, materials, and equipment and perform all the work necessary for the collection and disposal of:

- a. Garbage for approximately 25 small commercial Customers along residential routes who receive carted garbage service
- b. Garbage at 37 bus stops
- c. Materials collected at Cleanup events, twice annually.

The total Customer number is subject to increase as 5-8 plex multi-family units and other residential buildings where each housing unit sets out its own containers for curbside collection are allowed to opt-in to the city collection program.

4.2 Garbage Collection

All garbage shall be collected, transported, weighed, and disposed of at the Hennepin Energy Recovery Center (HERC). The Contractor may use an alternate facility when the HERC is not operable. Any alternate facility must be approved by the city at the start of the contract, must process all garbage collected in accordance with Minnesota Statutes 115A.03, subdivision 5, and 473.848, subdivision 5 and any other applicable statute or regulation. The Contractor shall weigh each collection truck before and after unloading.

4.3 Bus Stop Collection

Contractor shall furnish all labor, materials, and equipment and perform all the work necessary for the weekly collection and disposal of garbage for all bus stops throughout the City, at no additional cost to the City. Currently there are 37 bus stops as set forth on Exhibit 4 hereto. Additional bus stops may be designated at the sole discretion of the City. Collection is done weekly from 35 gallon containers.

4.4 Frequency of Collection

Contractor shall provide weekly residential garbage collection and, beginning January 1, 2019, Every-Other-Week Garbage Collection to any Customer approved by the City. Bulk wastes, appliances, and electronics collection shall be weekly during the term of this Agreement, however at the City's discretion every other week collection may be allowed.

4.5 Disposal Costs

The City will reimburse Contractor for the tipping fee that Contractor is charged (pass through fee) at the HERC or alternative licensed facility. Contractor shall provide the City with disposal cost documentation at the start of the Agreement and whenever a change in the tipping fee amount occurs during the Agreement or at the City's request.

4.6 Extra Garbage Stickers

Any bag of household garbage that does not fit entirely inside a garbage cart shall not be collected unless it has an “Extra Garbage” sticker on the bag. Extra Garbage stickers are ONLY for bags of regular household garbage and not for bulk wastes, appliances or electronics. Non-bagged items with Extra Garbage stickers shall not be collected. Contractor is not entitled to any additional compensation for collecting “Extra Garbage” bags.

4.7 Citywide Clean-up Events

Contractor shall provide services for annual spring and fall Citywide Cleanup events on a mutually agreed upon date, at no additional cost to the City. Contractor will provide equipment, containers, disposal, collection of payments, itemized costs for customers, and a sufficient number of personnel to run the event site. Contractor will also distribute educational material during the event to participants at the request of the City. City will provide an appropriate site, logistics and site coordination, and traffic control.

During the events, customer’s drop-off items such as, but not limited to bulk waste, appliances, electronics, mattresses and box springs, scrap metal, tires, fluorescent bulbs, and other agreed upon items for a fee. Fees are paid by the Customer to Contractor. The City reserves the right to involve other vendors to collect selected items, and has previously done so for bicycles, electronics, fluorescent bulbs, textiles/household goods, household batteries, and paper shredding.

Annually, Contractor will submit a comprehensive list of items they will collect at the spring and fall event, along with the corresponding unit costs to be charged to customers for each item or other method such as cost per vehicle type. The list shall be submitted to the City no later than eight weeks before the spring cleanup event. The annual costs charged by the Contractor at these events shall be lower than the costs charged at the curb.

4.8 Bulk Waste, Appliances and Electronics

Contractor shall provide bulk waste, appliance and electronic collection services as an optional service for Single-Family and Multi-Family Customers upon a request for such service. This service is not available to commercial customers who opt-in to city garbage service. All bulk waste items shall be collected, transported, weighed and disposed of at a licensed facility. Collection will not be allowed in the same vehicle as garbage collection. All electronics, appliances, tires, or other items regulated by the state shall be collected, transported and recycled or disposed in compliance with State Law. The Contractor shall weigh each collection truck before and after unloading. By January 1 each year, the Contractor shall submit comprehensive lists of the items collected along with the corresponding collection cost per unit of measure or per item, charged to the residential Customer.

The Customer will contact Contractor directly to request collection of the items. Contractor shall be responsible for billing and collecting fees. The payment method (pre-payment or pay after the fact) will be left to the discretion of Contractor. Contractor shall also report collection data in the format and frequency requested by the City. Contractor shall also be properly certified to collect appliances and electronics in the State of Minnesota.

5. RECYCLING COLLECTION SERVICES TO BE PERFORMED BY CONTRACTOR

This section is specific to Recycling collection and processing services. Contractor will collect, deliver, weigh, process materials by commodity, package, and ship to end markets for recycling.

5.1 Recycling Collection and Processing

Contractor shall furnish all labor, materials, equipment, and perform all work for the collection and processing of recyclable materials for approximately 12,300 residential customers and approximately 25 small commercial Customers along residential routes who receive carted recycling service in the City. The total Customer number is subject to increase as 5-8 plex multi-family units and other residential buildings where each housing unit sets out its own recycling container for curbside collection are allowed to opt-in to the city collection program using a single-sort recycling system.

All recyclable materials shall be transported to Contractor's Material Recovery Facility (MRF) located at 1800 Broadway Street NE, Minneapolis, MN 55413. Contractor shall weigh each collection truck before and after unloading. The Contractor may use an alternate facility upon prior written approval from the City. Contractor's MRF must maintain their exemption from solid waste management taxes pursuant to Minnesota Statutes 297H.06 during the entire term of the Agreement.

At a minimum, the recyclable materials listed in Exhibit 5 hereto must be collected. Contractor or City may propose additional materials be added to the list. Additionally, if any agreement the City has with Hennepin County at any time during the term of this Agreement requires the collection of additional materials, Contractor shall be required, at no additional cost to the City, to collect the additional materials within six months, or less, of receiving notification from the City.

5.2 Frequency of Collection and Collection Method

Contractor shall provide every-other week recycling collection for single-sort recycling collection where all materials are comingled in City-owned carts, with the exception of scrap metal, which is collected outside the cart in customer-owned bins.

5.3 Recycling Revenue Sharing

Revenue sharing shall be paid to the City in accordance with the recycling revenue sharing worksheets attached hereto as Exhibit 7.

6. ORGANICS RECYCLING COLLECTION SERVICES TO BE PERFORMED BY CONTRACTOR

This section is specific to organics recycling collection services. The City has an opt-in citywide residential organics recycling program where source-separated organic materials (SSOM) are collected with yard waste, which will change in 2018/19 of this contract to a SSOM only program.

6.1 Organics Recycling Collection

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, City multi-family drop-sites, and six municipal buildings.

Organics recycling collection is optional for all residential customers, with approximately 3,700 currently opting in. Organics participation is expected to reach approximately 6,000 participating households during the term of the contract. Currently, approximately 10 small commercial Customers along residential routes also receive carted organics service in the City and there are five multi-family drop-off sites.

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

At a minimum, the Source-Separate Organic Materials listed in Exhibit 8 hereto must be collected. City has the sole discretion to add to or delete from the list.

6.2 Delivery Location

SSOM shall be collected, delivered and weighed at the delivery location specified by the City. Material shall be delivered to Hennepin County's Brooklyn Park Transfer Station (BPTS), 8100 Jefferson Highway, Brooklyn Park, 55445, except during the transition period of October 1 to December 31, 2018.

During transition in 2018, the following schedule will be used and may be adjusted upon mutual agreement of Contractor and City:

2018/19 Organics Delivery Location Schedule

Date	Delivery Location
October 1 – December 31, 2018	SKB Malcolm, 630 Malcolm Ave. SE, Minneapolis, 55414
January 1 – December 31, 2019	BPTS, 8100 Jefferson Highway, Brooklyn Park, 55445

Alternate delivery locations may be used during the Agreement at the sole discretion of the City. The collection unit prices will vary based on the delivery locations, as provided in the Contractor's proposal. The City will provide reasonable notice, in writing, to the Contractor upon a change in delivery location.

Contractor shall weigh each collection truck before and after unloading.

6.3 Frequency of Collection

Contractor shall provide year-round weekly organics recycling collection for all Customers who opt-in to the program.

Collection services shall be provided on the same day of the week as the customer's regular garbage collection. See Exhibit 1 for the Residential Collection Day map.

6.4 Disposal Costs

City contracts directly with the delivery locations for processing and pays all disposal costs directly. Contractor is not required to pass through the disposal costs.

6.5 Collection Method & Transition Schedule

The City's program will change from a co-collection method to a SSOM-only collection method in 2018/19 of the Agreement. The SSOM-only collection method means that Customers will no longer be able to place yard waste in City-owned carts after the transition period outlined in this section.

Contractor shall work with the City to educate Customers during the transition, using the schedule outlined below. 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.

Organics Recycling Program Transition Schedule

Dates	Messaging
October 1 – November 30	Allow Yard Waste in Organics Carts
December 1 – 31, 2018	Begin tagging for incidental Yard Waste in Organics Carts, leave educational flyers on Organics Carts
January 1, 2019 – contract end	No Yard Waste allowed in Organics Carts
February 15 – March 31, 2019	Leave educational flyers on Organics Carts (No Yard Waste in Organics Carts)
April 1, 2019 - Contract	Continue tagging for Yard Waste in Organics Carts during Yard Waste season

6.6 Organics Drop-Site Collection

The City will operate five or more organics recycling drop-sites, for multi-family residents, located on city property along the residential route. The Contractor shall provide collection for all locked organics carts located at each drop-site on a weekly basis at no additional cost to the City.

The City retains the right to add additional drop-sites during the term of the contract adjacent to or near to residential routes at locations mutually agreed upon by the City and Contractor.

6.7 Organics Collection at Municipal Buildings

Contractor shall provide organics recycling collection in City-owned 95-gallon organics carts at the six locations listed below. The locations are included in the household count provided to the Contractor for monthly unit charges and are charged the same household rate as residential households.

Table 14.7
Organics Collection at Municipal Buildings

No.	Building	Location	Collection Day	Number of Carts
1	City Hall	5005 Minnetonka	Monday	2
2	Fire Station 1	3750 Wooddale	Tuesday	1
3	Fire Station 2	2662 Louisiana	Friday	1
4	MSC	7305 Oxford	Thursday	2
5	Nature Center	8300 Franklin	Friday	2
6	Police Station ¹	3015 Raleigh	Monday	1

¹ Police Station carts are accessed through a secure, gated area and locked building door. Entrance to gate is on Raleigh Ave. Driver must call non-emergency dispatch at 952-924-2618 to gain entry into the gate and meet staff at door number 1 to collect cart.

6.8 Compostable Bags

The City will be responsible for the purchase and distribution of Compostable Bags to customers who sign-up for the organics recycling program. Customers will be required to bag SSOM in Compostable Bags prior to placing it in the organics cart.

6.9 Organics Recycling Sorts

The City conducts up to three organics recycling sorts each year to determine the average amount of organics collected by residential customers each week and identify contamination levels. Contractor shall assist the City during sorts as described in Section 12.5.

7. YARD WASTE COLLECTION SERVICES TO BE PERFORMED BY CONTRACTOR

This section is specific to residential yard waste collection and disposal services.

7.1 Yard Waste Collection and Disposal

Contractor shall furnish all labor, materials, and equipment and perform all work for the collection and disposal of yard waste for approximately 12,300 residential customers in the City.

Yard waste shall be collected in customer-owned yard waste containers, brown paper lawn and leaf bags or certified compostable bags. City will provide “Yard Waste Only” stickers to customers upon request.

Twigs and small branches will be collected at no extra charge as long as the branches are less than four inches in diameter and less than four feet long. Branches and twigs must be placed in a Customer-owned container, Compostable Bag or tied into bundles.

All yard waste shall be collected, delivered and weighed at the following delivery locations. The City will determine which site the yard waste is delivered to. The Contractor may use an alternate facility upon prior written approval from the City. Contractor shall weigh each collection truck before and after unloading, except when delivered to the City’s Brush Drop-off Site.

Yard Waste Delivery Locations

Delivery Locations	Address
City’s Brush Drop-off Site	2501 Edgewood Avenue South, St. Louis Park
SET Empire	16454 Blaine Avenue, Rosemount, MN 55068
SET Burnsville	1030 West Cliff Road, Burnsville, MN 55337

7.2 Frequency of Collection

Contractor shall provide weekly yard waste collection April 1 through November 30, and as requested by the City. City may modify these dates slightly, depending upon the weather. In addition, the Contractor shall collect Christmas trees for the first three full weeks in January. Collection services shall be provided on the same day of the week as the customer’s regular garbage and recycling collection.

7.3 Disposal Costs

City contracts directly for processing at the delivery locations and pays all disposal costs directly. Contractor is not required to pay the disposal costs and pass the costs back to the City.

7.4 Christmas Tree Collection

As part of yard waste collection services, Contractor shall provide separate collection of live (cut) Christmas trees during the first three (3) full weeks of January, at no extra cost to the City. Approximately 2,000 holiday trees are collected each January. Holiday trees shall be collected in a separate truck and delivered to the City's brush drop-site at 2501 Edgewood Ave. S. The City may select an alternate delivery location at any time by providing written notification to the Contractor.

Residents will be instructed by the City to set out "clean" Christmas trees only. Residents may not wrap trees in plastic bags and must remove all ornaments, tinsel and other foreign debris. Clean Christmas trees may then be set out next to carts, but only during the designated period. If a Christmas tree is set out and is not sufficiently clean (e.g., containing ornaments, tinsel, etc.), the Contractor should not collect and should attach an education tag to the tree with specific instructions about why it was not collected and how the resident can still discard their tree (e.g., remove the contaminants; where it can be taken to).

Contractor shall not mix other types of trash or inorganic materials with the Christmas trees or take any action so as to make the Christmas tree material unacceptable to the operators of the processing site.

8. OPERATING REQUIREMENTS

The items listed below are general requirements that are applicable to all materials (garbage, bulk wastes, appliances, electronics, recycling, organics recycling and yard waste collection).

8.1 Service Requirements

The services to be performed by Contractor shall be adequate to ensure the satisfactory collection of said materials at all times. Contractor shall supply all equipment, labor, and materials necessary to complete collection and disposal/processing of materials.

8.2 License to Operate

Contractor shall be properly licensed and insured to operate in the City of St. Louis Park, Hennepin County, and the State of Minnesota, and shall comply with all statutes, regulations, and ordinances of the City, County and State in the execution of the Agreement.

8.3 Non-Holiday Collection

Collections shall take place between 7:00 a.m. and 6:00 p.m. Mondays through Fridays except as stated below in Section 8.4. Contractor shall maintain the current scheduled pickup day and approved collection routes for households. Any changes to the scheduled pickup days and collection routes require prior City approval.

8.4 Holiday Collection

Contractor shall not make regular collections on the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. During the holiday week beginning on the holiday, Contractor will make collections one day after the regularly scheduled day through Saturday. Saturday collection shall be from 8:00 a.m. through 6:00 p.m. If a holiday falls on a weekend, collection will not be delayed.

8.5 Non-Completion of Collection and Extension of Collection Hours

If Contractor determines the collection of materials will not be completed by 6:00 p.m. on the scheduled collection day, Contractor shall notify the City by 3:30 p.m., and request an extension of the collection hours. Contractor shall inform City of areas not completed, the reason for non-completion, and expected time of completion. Contractor will be penalized for failure to notify the City, in accordance with Section 15.

8.6 Non-Completion of Collection Due to Weather Conditions

Contractor may postpone Collection due to severe weather at the sole discretion of the Contractor. "Severe Weather" shall include, but shall not be limited to, those cases in which snow, sleet, ice or cold, or in which the temperature at 6:00 a.m. is minus twenty (-20) degrees Fahrenheit or colder, might jeopardize the safety of the Contractor's staff or result in unsafe driving conditions. If Collections are so postponed, the Contractor shall notify the City via telephone and email by 7 a.m. Upon postponement, the Contractor will make collections one day after the regularly scheduled day through Saturday. Saturday collection shall be from 8:00 a.m. through 6:00 p.m.

8.7 Manner of Collection

The collection shall, 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.

8.8 Returning Carts to Collection Point

Contractor shall return carts to the designated collection point as set out by the resident at each location, unless the resident has set the cart out in the street, alley or on the sidewalk. Contractor shall return the cart with the lid closed and in a standing position.

8.9 Ownership of Materials

All materials, placed for collection, remain the responsibility and ownership of the Customer until handled by Contractor at which point they become the responsibility and ownership of Contractor.

8.10 Missed Pickups

Contractor will be penalized for non-compliant missed pickups, area-wide missed pickups, and administrative non-compliance, in accordance with Section 15.

8.11 City Retains Right to Specify Preparation Instructions

Contractor agrees that it is the City's sole right to clearly specify the material preparation and setout requirements. At the City's discretion, such information will be included in the City's education material.

8.12 Educational Tagging Procedure for Unacceptable Materials

Contractor is responsible to educate the Customers as to materials that are prohibited and any unacceptable setout practices for collection by distributing educational tags and other means.

Unacceptable materials shall be left by the Contractor with an educational tag. The City will provide tag specifications, including language, images, and attachment method. The Contractor shall provide the tags and use twist ties to attach the tags.

The address and item tagged shall be recorded in the field for reporting to the City.

Contractor shall input all required information recorded in the field regarding customer violations in the City database on a daily basis, and update notes and comments as appropriate. The tagging procedure shall be repeated for each offence, each week until the issue is resolved.

8.13 Day-Certain Collection Days and Collection Routes

Contractor shall comply with day-certain collection days (set forth in Exhibits 1 and 2 hereto) and corresponding collection routes established by the City. Contractor shall not change any routes or collection days without the prior approval of the City. Contractor will work with the City to revise the routes when it is deemed necessary by either the City or Contractor. The City will keep route maps current and provide the Contractor with revised route maps. Contractor shall keep up-to-date route maps in all collection vehicles at all times. Upon request and in the Contractor's annual report, the Contractor shall verify to the City that the route maps are still accurate and being followed.

Contractor may use routing software to identify and create a revised route for any of the collection routes at any point during the contract as long as day-certain collection days are adhered to, and the City approves the revised routes. Contractor shall provide digital copies of the revised routes for review, approval, and use by the City during and after the term of the Agreement.

8.14 Material Cleanup Responsibilities

Contractor shall clean up any materials spilled or blown during the course of collection operations to the City's satisfaction. As stated in Section 9.2, all collection vehicles shall be equipped with a broom and shovel for cleaning up spills. The driver shall take all precautions possible to prevent littering.

8.15 Transporting of Materials

Contractor shall transport materials to the facilities listed in Sections 4, 5, 6, and 7, or City approved alternative facility. The Contractor must receive prior written approval from the City to transport materials to an alternate transfer station and/or processing facility.

Contractor's Receiving Facility shall have at least one certified truck scale for the weighing of materials, or the Contractor must identify and use a certified truck scale off-site that provides a paper tickets as noted immediately below. All scales must have a valid approval decal indicating that it has been tested and approved by the Minnesota Department of Commerce, Weights and Measures Division for the year of use. Contractor shall be responsible for any cost incurred for use of off-site scales.

Contractor shall provide the City with paper weight tickets for each load of materials delivered. If the Receiving Facility's truck scale is not operating properly or is otherwise shut down for maintenance or repairs, the Contractor shall identify an alternate location for weighing materials with a certified truck scale and still provide a paper weight ticket. Gross, tare and net truck weights must be recorded and reported on the paper weight tickets. Therefore, all loads of materials shall be scaled coming into the Receiving Facility (gross weight) and leaving the Facility (tare weight), unless a system approved by the City for standard tare weights for Contractor's trucks is maintained.

8.16 Protecting Utilities

Contractor shall protect all public and private utilities whether occupying streets, alleys, or public or private property. If such utilities are damaged by reason of Contractor's operations, under the executed Agreement, Contractor shall repair or replace same at no cost to the City. Failing to do so promptly, the City will repair or replace, and bill Contractor. At the City's option, the cost incurred by the City may be deducted from payment due Contractor.

8.17 Damage to Property

Contractor shall take all necessary precautions to protect public and private property. Except for reasonable wear and tear, Contractor shall repair or replace any private or public property, including but not limited to; structures, driveways, landscaping, retaining walls, fences, mailboxes, collection containers, which are damaged by Contractor.

Such property damage shall be addressed for repair or replacement, at no charge to the City or property owner, within forty-eight (48) hours. If Contractor fails to address the repair or replacement damaged property within forty-eight (48) hours, the City may, but shall not be obligated to, repair or replace such damaged property, and Contractor shall fully reimburse the City for any of its reasonably incurred expenses. Contractor shall reimburse the City for any such expenses within ten (10) days of receipt of the City's invoice. If Contractor fails to reimburse City, at its option, City may deduct the amount owed from payments due Contractor.

Contractor is to notify to the City of any trees, limbs or shrubs that are low hanging or encroaching the driving area and may hinder their operations. Contractor shall be responsible for damage to any trees, limbs and shrubs not reported to the City.

8.18 Street Improvements

This Contract is subject to the right of State of Minnesota, Hennepin County or the City of St. Louis Park to improve its highways and streets. Contractor accepts the risk that such improvements may prevent the Contractor from traveling its accustomed route or routes for the purpose of collecting materials. Contractor agrees not to make any claim for compensations against the City for such interference. The City will, whenever possible, provide advanced information and instructions about how the Contractor may best provide services in the improvement area.

8.19 Event Collection Services

City may require the Contractor to provide collection containers and material collection for approximately 6 community events each year. City will provide a two week notice for collection container delivery. Contractor shall provide collection the day of the event or the first business day immediately following the event. Special Event Collection services shall be provided at no extra cost to the City.

8.20 Pilot Projects

City may require Contractor to conduct pilot tests that temporarily change the manner of collection services. A pilot test is an experiment with a new collection method, and/or a different type of service or schedule that continues no more than eighteen (18) months, unless both parties agree to an extension. A pilot test may require additional record keeping. Contractor shall provide all services during Pilot Projects at no extra cost to the City.

8.21 Cart Services

City will purchase, own, and ship all garbage carts. Contractor shall store (at their facility), assemble (to include cart labeling), store, inventory, and maintain garbage carts at no cost to the City. Contractor shall be responsible for Cart distribution which will be ongoing during the term of the contract and shall be done on a weekly basis for new customers, service changes, replacement of damaged carts, etc. The first 90 cart distributions (touches) per month are at no cost to the City, with charges occurring for touches exceeding 90 per month.

Damaged or unusable carts must be recycled. All costs incurred in recycling of carts shall be the responsibility of Contractor, at no additional cost to the City. Contractor shall provide the City serial numbers of damaged carts being replaced and documentation showing where the carts were recycled.

8.22 Extra Services

Contractor shall make available or provide the following extra services, beyond the standard City service. Customer will contact the Contractor directly to request Extra Services collection of the items. Contractor shall be responsible for collecting and billing for all service charges and fees. The payment method (pre-payment or pay after the fact) will be left to the discretion of the Contractor.

8.22.1 Walk-up Service

Contractor shall make available walk-up service to every garbage, recycling and organics recycling customer, as an extra service beyond the standard City service.

Contractor will be responsible for determining the walk-up service fee and billing the cost directly to each customer. Contractor shall inform the City's Solid Waste Inspector of any special requirements they have with walk-up customers. City will not require the Contractor to enter a Customer's building or closed structure to service the property. However, if the Customer and Contractor agree this is required, the Contractor needs to provide the City with a copy of the Walkup Service Agreement that includes a City liability waiver signed by the Customer if the walkup service entails the Contractor entering a building or enclosed structure. Contractor shall provide walk-up service at no cost to Customers with a qualifying disability or handicap pursuant to the Americans with Disabilities Act. Contractor will submit an annual list of customers (name and address) receiving walkup service.

8.22.2 Extra Collection

Contractor shall provide additional collection of garbage, recycling, organics recycling, and yard waste materials normally collected during the week when requested by Customers, as an extra service beyond the regular service. The extra collection materials may be collected in the same truck, carrying the same materials with the regular route collections, where disposal is paid by the City.

8.22.3 Bulk Waste, Appliance and Electronic Collection

Contractor shall provide bulk waste, appliance, and electronic collection services as an optional service for customers upon request. Collection of these items shall not be allowed in the same vehicle as solid waste collection.

8.22.4 Frequency of Extra Services Collection

Contractor shall provide this collection service to customers at least weekly for the term of this Agreement, except where the regular collection frequency is every-other-week (walk-up service for recycling).

8.22.5 Recording

Contractor shall input customer information and service request information into the customer service database (see Section 11).

8.22.6 Reporting

On a monthly basis, the Contractor shall report to the City the number of appliances and electronic waste items collected, as well as the tonnage for appliances, electronic waste, and bulk items collected (see Section 12.2). Contractor shall also properly register under the Minnesota Electronics Recycling Act (M.S. 115A.1310) with the State of Minnesota and follow relevant reporting laws.

9. VEHICLE AND EQUIPMENT REQUIREMENTS

9.1 Vehicle License

All collection vehicles used in performance of the Agreement shall be duly licensed and inspected by the State of Minnesota. Contractor shall obtain all pertinent licenses from the City, County and State.

9.2 Collection Vehicles and Equipment

All vehicles must be powered by compressed natural gas (CNG), maintained in proper working order, without leaky seals and hydraulics, be as clean/sanitary (washed and painted regularly), and free from odors as possible. Contractor shall demonstrate a commitment to reducing air pollution from collection vehicles.

All vehicles must be clearly identified on both sides with Contractor's name and customer service telephone number for City customers on both sides of the vehicle.

Each collection vehicle shall be equipped with the following:

1. Two-way communications device.
2. First aid kit.
3. An approved Fire Extinguisher.
4. Warning flashers.
5. Warning alarms to indicate movement in reverse.
6. Forward facing cameras to monitor driver actions while operating truck.
7. Backup cameras to be used when moving in reverse.
8. Sign on the rear of the vehicle which states "This Vehicle Makes Frequent Stops" or similar language.
9. A broom and shovel for cleaning up spills.
10. Spill kit.

9.3 Operating Conditions

Contractor vehicles shall be constructed and maintained in a manner that their contents will not leak, blow away, or spill therefrom. Vehicles shall not be allowed to stand in any street, alley, or other place longer than is reasonably necessary for collections.

9.4 Size of Vehicle

Contractor vehicles shall be sized to operate and negotiate turning movements in the City's streets and alleys without causing damage to public or private property or create traffic hazards. The City reserves the right to approve the type and size of the vehicles being used.

9.5 Vehicle Fluid Spills Responsibilities

Contractor shall report all hydraulic fluid spills and leaks to the City's Solid Waste Inspector and Contractor's supervisor within one hour of occurrence. If the City's Inspector is unavailable, spills must be reported to the Fire Department (911 or 952-924-2618).

Contractor is responsible to clean up spills. Reporting all spills and leaks to the City does not replace the state requirement for the Contractor to report spills to the Minnesota Duty Officer if the spill is over five (5) gallons.

10. PERSONNEL REQUIREMENTS

10.1 On-site Supervisor

Contractor shall have an on-site supervisor to do the following: manage its haulers; interact with the City's Solid Waste Field Inspector to address problems as they arise; meet whenever it is deemed necessary by the City Inspector; interface directly with customers when deemed necessary by the City; and have continual direct communication with Contractor's customer service staff and haulers. The on-site supervisor shall have a separate vehicle with Contractor's contact information clearly printed on the vehicle. The on-site supervisor shall also be involved in regularly scheduled meetings with the City.

10.2 Personnel Conduct

Contractor's personnel will be trained both in program operations and in customer service to ensure that all personnel maintain a positive attitude when dealing with City staff and customers. Contractor personnel shall:

1. Conduct themselves at all times in a respectful and courteous manner and not use any abusive or foul language.
2. Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.
3. Be clean and presentable in appearance, as can reasonably be expected.
4. Wear a uniform and employee identification badge or name tag.
5. Drive in a safe and considerate manner.
6. Manage containers in a careful manner by rolling, picking them up, emptying their contents into the collection vehicle, and placing (not throwing, kicking or sliding) the container back to their designated location so as to avoid spillage and littering or damage to the container or property.
7. Monitor streets and alleys for any spillage and be responsible for cleaning up any litter or breakage.
8. Avoid damage to property and report any damage they cause or observe to the City's Solid Waste Field Inspector.
9. Contractor's employees shall not collect or scavenge through collection or other materials in any manner that relates to the contracted services. Contractor shall immediately report to the City any instances of suspected scavenging or unauthorized removal of materials from any collection containers to St. Louis Park Police non-emergency dispatch at 952-924-2618.

11. CUSTOMER SERVICE REQUIREMENTS

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.

11.1 Staffing

Contractor shall provide full time oversight of the City's collection, and shall administer its obligations to provide quality service to Customers of St. Louis Park. Contractor shall maintain a local, Twin Cities, office equipped with telephones, email capability, and be staffed with sufficient personnel to effectively handle inquiries, complaints, and/or receive instructions. Contractor shall provide dedicated staff to handle phone calls and emails from St. Louis Park Customers.

The office shall be staffed by a person from 6:00 a.m. to 6:00 p.m. Monday through Friday except for the legal holidays. Overflow calls can be answered by an answering machine or voicemail system.

11.2 Responding to City Calls or Email

Contractor shall address all voicemail and email correspondence with a return call or email to the City within thirty minutes if the City contacted the Contractor between 7:00 a.m. and 3:30 p.m. and by 9:00 a.m. the next business day if the call or email was made after 3:30 p.m. or during non-working hours.

11.3 Responding to Customer Calls

Contractor will receive customer inquiries; complaints; requests for walk-up service, extra collection and appliance, electronic and bulk item collection; and other issues by phone or email.

Contractor shall address all voicemail and email correspondence with a return call or email to the City customer within thirty minutes if the Customer contacted Contractor between 6:00 a.m. and 5:30 p.m. and by 9:00 a.m. the next consecutive working day if the call or email was made after 5:30 p.m.

All phone calls shall be answered by a person during office hours with overflow calls going into a voicemail answering system. A voicemail system or answering service shall be operative during all non-office hours. Customer service staff shall be accessible via email during office hours and Contractor's system shall receive email during non-office hours for review and response during office hours.

11.4 Documentation of Customer Calls

Contractor shall use the City's online database for recording and tracking customer issues. The database will include all City customer communications regarding inquiries, complaints, service requests and other issues. Contractor shall input all required fields and update notes and comments as appropriate. The service requests in the database shall be closed immediately upon completion of the request. The online database format is subject to change with updates in technology as determined by the City.

When using the City's online database the Contractor shall be required to adhere to the City's requirements for accessing the City's software. Said requirements shall restrict the Contractor to using the ArcGIS On-Line (AGOL) license issued to them by the City exclusively for accessing city data in the database as the City allows, and only to perform the functions authorized by the City. Under no circumstances should the hauler use the AGOL license for any other purpose.

12. MEETINGS, REPORTING AND STUDY REQUIREMENTS

Contractor shall create, collect, and maintain all records required by the federal, state, and local governments regarding waste management services, and other records as specified below. The City will provide report templates. All reports shall be in an electronic format (e.g. MS Excel or Word), and should be submitted electronically to the City.

12.1 Meetings

12.1.1 Monthly Performance Meeting

Contractor and City will meet monthly or at a regular scheduled interval determined by the City, to discuss general operations.

12.1.2 Annual Performance Review Meeting

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

1. Review Contractor's annual program and material report.
2. Review efforts Contractor has made to expand recyclable markets (recycling only).
3. Review Contractor's performance based on feedback from Customers to City staff.
4. Review Contractor's promptness in responding to City staff and Customers.
5. Review Contractor's recommendations for improvements to the City's program, including enhanced public education and other opportunities.
6. Review staff recommendations for improving Contractor's service.
7. Discuss other opportunities for improvement with the remaining years under the current Agreement.
8. Review Contractor's annual progress on reducing greenhouse gas emissions from its activities under this Agreement.
9. Review of Contractor's annual processing facilities report (or subcontractor's report) to the Minnesota Pollution Control Agency (recycling only), and the Minnesota Department of Revenue (pursuant to M.S. 297h.06 Subd. 2.5), (recycling only).

12.2 Reports - Monthly

The following reports are due by the 15th day of each month:

12.2.1 Material Reports

The following material reports are due by the 15th day of each month:

- Certified monthly weight slip with the date, time, collection route, driver's identification, vehicle number, tare weight, gross weight, and net weight for each loaded vehicle. Reports shall be broken down by commodity and weight; only total weight must be certified.
- Electronic reports providing tons and or quantity of garbage, recycling (broken down by commodity), organics recycling, yard waste, bulk waste, appliances, and electronic waste collected, including event collection, Christmas trees, and number of cart touches.
- Electronic reports which contain (i) itemized, tabulated and reported in aggregate measure for tonnage of Recyclable Materials; (ii) tonnage reports for marketed "end products" of Recyclable Materials by type; and (iii) tonnage reports of Unrecyclable Waste.
- Electronic reports which contain supporting information (e.g. sale prices for Recyclable Materials) as part of the revenue-sharing measurements contained in Exhibit 7 of this Agreement.
- Electronic reports which contain tons of process residuals generated at the MRF attributable to the City's collection program.
- Electronic reports with contain revenue share credits or debits back to the City.

12.2.2 Cart Inventory Reports

Contractor shall provide a monthly report of all City owned carts and separate cart lids (by size and use) that are being stored by the Contractor. Contractor shall also report when new carts are delivered or warranty carts are recycled. Contractor shall store City owned carts that are not currently being used by City customers.

12.2.3 Cart/Bin Recycling Report

Contractor shall be responsible for recycling damaged and unusable carts and damaged and/or unwanted recycling bins. Contractor shall provide monthly documentation showing the City how many carts/bins were recycled and where they were recycled at.

12.3 Quarterly Reports

The following reports are due by the 15th day of the month following the end of the quarter:

- Contractor shall submit a list of all recycling end markets including the name of the market, location, commodity type sent to that market, and the type of product manufactured or material manufactured at that location. Contractor shall identify if information provided is confidential trade secret information, if so the City will treat as such as is allowed under Minnesota data privacy laws.

12.4 Annual Reports

The following reports are due by the 31st day of January, commencing January 31, 2019, unless specified otherwise:

12.4.1 Program and Material Report

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 garbage, recycling, organics recycling, yard waste, bulk waste, appliances, and electronic waste collected (recycling should be broken down by commodity).
2. Trends in the solid waste industry.
3. Recovery rates (i.e. pounds per household, recycling and organics only).
4. Process Residual rates from the recycling facility.
5. Revenue share credits and debits back to the City.
6. Set-out and participation rates.
7. Recycling Report submitted to the Minnesota Pollution Control Agency (recycling only).
8. SW-1AR Reports submitted to Minnesota Department of Revenue (recycling and organics only) for facilities that accept the City's material.
9. Efforts Contractor has made to reduce process residuals and increase diversion.
10. Contractor suggestions to improve the City's program.
11. List of Customers (names and address) receiving walkup service for each material type on an annual basis, with those who receive a waived fee identified.

12.4.2 Bulk Waste, Appliances, and Electronics Price List

By December 1 each year, the Contractor shall submit comprehensive lists of the items to be collected the following year, along with the corresponding collection cost per unit of measure or per item, charged to the residential Customer.

12.4.3 Cleanup Event Price List

At least eight weeks prior to the first event of the year, the Contractor shall submit a comprehensive list of items they will collect at the City's Cleanup events. The list will include corresponding unit costs to be charged to customers for each item or other method such as cost per vehicle type. The unit costs shall be the same for all events held in that year.

12.4.4 Recycling Composition Analysis Report

The Contractor shall provide the City with annual Recycling Composition data by reporting the following:

1. Raw weight data sent on the day of each sort.
2. Final analysis sent within one month of the last day of the sort to include total tons of material sorted, total tons and percent of material by recyclable materials as approved by the City (see Exhibit 7).

12.4.5 Vehicle Report

Contractor shall provide the City with a yearly written plan of the type, age, make, model, and fuel type of all vehicles that will be used for the upcoming year.

12.4.6 Annual Work Plan

Contractor shall provide the City with an annual work plan addressing what assistance they will provide the City both to enhance the program to meet program goals and what city events they plan to participate in over the upcoming year.

12.5 Studies

12.5.1 Set-Out and Participation Rate Studies

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

Participation Studies shall be conducted by the Contractor in October for recycling and in February for organics recycling.

The **set-out rate** is the average number of households that set materials out for recycling collection on a given day. For example, every Tuesday for one month, collection drivers count the number of households that set out 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 recycling collection at least once over a period of one month. The participation rate is a better indication of overall recycling participation because it includes households that recycle at least once a month, as some households may not set out recycling or organics each collection week. It more accurately indicates how many households are participating in the recycling and 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 recycling or organics recycling for collection in the morning of their collection day, before the driver services the section. The four-week study will track 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.

12.5.2 Recycling Composition Study

The Contractor shall conduct at least one materials composition analysis of the City's recyclable materials each year in May. The Contractor shall accommodate the attendance of at least one representative of the City to be present during the sort. The City must pre-approve the methodology prior to conducting the composition analysis.

At a minimum, the composition analysis protocol shall include the following:

- Method for pulling a representative sample from individual loads;
- Total number of tons to be sampled;
- Methods of keeping analysis samples separate from other incoming materials and outbound commodities;
- Specific sorting guidelines as to how each Recyclable, Process Residuals, and Excluded Material shall be defined for purposes of the sorting and analyses;
- Methods of separating each Recyclable Material into their respective outbound commodity product grade categories such that the sampled material is as representative as possible of regular, full operations and product quality;
- Methods of weighing each Recyclable, Process Residuals, and Excluded Material;
- Methods of recording raw weights data;
- Methods of analysis of raw data, including statistical significance of averages based on number of samples proposed;
- Minimum advanced notice needed from the City to schedule a date and time for each composition analysis; and
- Guaranteed turn-around time on the report back to the City of findings, results and analysis of each composition analysis.

Composition shall be based on percentages outlined in Exhibit 7, or the results of the Recycling Composition Analysis as defined in Section 12.4.4, whichever is most recent.

12.5.3 Organics Composition Study

The Contractor shall cooperate with the City in the coordination of up to three materials composition studies of the City's organics recycling each year. This may include, but is not limited to altering areas of collection during study, delivery of partial loads to sort location, and tracking collection data.

13. PAYMENTS

13.1 Payment and Payment Processing

Contractor will submit invoices, and if approved, payments will be made based on the City's normal disbursement schedule. The City processes all approved invoices within thirty (30) days of receipt. The City may withhold payment to Contractor for the following reasons (but not limited to): defective work, failure to meet obligations under Agreement and damages.

13.2 Payment Responsibilities

The City will invoice customers directly for garbage, recycling, organics recycling, and yard waste services. Contractor shall invoice customers for extra collection, walk-up service and bulk waste, appliance, and electronic waste collection services as detailed in Section 8.22 and Exhibits 3, 6, 9 and 10.

13.3 Compensation for Services

The City agrees to pay Contractor for collection services provided to the City in accordance with Exhibits 3, 6, 7, 9 and 10 (collection price worksheets and revenue sharing) and based on the number of customers billed by the City.

The City will provide Contractor the total number of customers at the beginning of the Agreement. Monthly, the City will provide Contractor with actual customer collection number (total customers less extended absence customers) on or before the tenth day of each month.

Contractor shall submit itemized bills for collection services provided to the City by 15th day of each month for the previous month. Bills submitted shall be paid in the same manner as other claims made to the City.

14. PUBLIC INFORMATION AND EDUCATION

This is the minimum list of public education materials the Contractor shall provide. Contractor shall work with the City to implement technology such as, but not limited to, mobile apps, texting notifications, and website content outlined in their proposal to provide enhanced education during the Agreement.

14.1 Educational Tags

Contractor shall inform the customer as to the improper preparation of materials or the addition of unacceptable materials for collection by providing and distributing educational tags as specified in Section 8.12. The City will provide tag specifications and approve Contractor's tags prior to use. Educational tags will be entered into the City's database.

14.2 Customer Education

Contractor shall work with the City to promote waste reduction and other topics to customers at no additional cost. Customer education efforts may include, but is not limited to, phone and email communication for the purposes of customer service, brochures, cart flyers/hangers, cart information packets, signs, videos and presentations to classes and community groups. The City will work with the Contractor to ensure recycling educational materials conform to the Hennepin County Funding Policy requirements. Contractor shall not mail any Agreement-related educational materials to City residents or customers without prior approval from the City.

14.3 Provide Industry Related Information

Contractor shall provide the City industry-related information or educational materials for City publication or distribution, and assist in the development of brochures, flyers, and articles upon the request of the City.

14.4 Facility Tours

Contractor shall host or coordinate one tour annually during the term of the contract. Tours sites shall be of local recycling, composting, incineration, landfill facilities and/or local end market facilities. The Contractor shall work with the City to select a site and make arrangements for tour attendance and transportation for City residents and City staff at no additional cost to the city.

14.5 Community Event Education

Contractor shall participate in City-sponsored community events during the term of the contract, at the request of the City. Participation may include, but is not limited to, staffing information booths, giving presentations, and displaying trucks and equipment. This shall be done in addition to Event Collection Services requirements outlined in Section 8.19.

15. 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 to Contractor and given Contractor an opportunity to correct the violation.

15.1 Non-Compliant Missed Pickup

Whenever the City or a Customer notifies Contractor before 2:00 p.m. of locations that have not received scheduled service, the Contractor shall be required to service such locations before 6:00 p.m. the same day. When notified after 2:00 p.m., Contractor shall be required to service such locations not later than 10:00 a.m. of the following day, excluding Saturday and Sundays, and 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 \$2,500 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 Contractor.

15.2 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 6 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 \$5,000 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 Section 15.1 Non-Compliant Missed Pickup.

15.3 Administrative Non-Compliance

Whenever Contractor performs services in a non-compliant manner, as determined by the City, the City shall invoice Contractor \$2,500 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 are 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.
- Failure to provide educational tours at the Waste Management MRF or other approved facility.
- Failure to staff an event on mutually agreed upon dates.

Contractor shall be liable for penalty amount(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 15 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.

16. EMERGENCY AND DISASTER SERVICES

The City may request, and Contractor shall agree, to additional collections, as reasonably necessary, during a declared emergency or disaster in the City. The cost of this service will be mutually negotiated between Contractor and the City. Contractor shall provide the City with a digital copy of Contractor's business continuity plan when there is a declared emergency or disaster affecting St. Louis Park.

17. TERMINATION OF AGREEMENT

17.1 City May Terminate

The City reserves the right to terminate this Agreement on thirty (30) days written notice to Contractor for failure of Contractor to carry out and perform its Agreement obligations to the satisfaction of the City, as determined solely by the City. This Agreement shall terminate, and neither party, nor the officers of the City, shall be liable for further performance after the termination, if it shall become invalid by reason of any present or future law other than an ordinance of the City.

Upon termination, no further payment will be made to Contractor, and the City may retain another contractor or assign City employees and equipment to perform the services to be provided by Contractor. If as a result, the City incurs total costs for the services which exceed the amounts payable under this Agreement, then Contractor shall be responsible for the difference between the cost actually incurred and the Agreement amount, together with any other damages incurred by the City.

17.2 City's Rights Upon Contractor's Failure to Perform

In addition to the right of the City to terminate this Agreement, upon failure of Contractor to fulfill any of the provisions of the Agreement, the City may hire such persons, or assign City employees and equipment, as may be necessary, to do such work and the cost and expense thereof may be charged and deducted from moneys due Contractor, collected from Contractor as damages, or collection by recourse from Contractor's performance bond.

17.3 City's Claim for Damages

Failure by Contractor to conform to the provisions of the collection service Agreement may also result in cash claims by the City for any damages to the City as a result of Contractor's failure to conform. The City shall inform Contractor of such failures in writing. Contractor shall have seven (7) days from the date of notice to correct such failures before penalty may be invoked.

17.4 Attorneys' Fees and Costs

In the event of such failure to perform, Contractor agrees to pay, in addition to the actual damages sustained by the City as a result thereof, the reasonable attorney's fees incurred by the City in pursuing any of its rights under the Agreement.

18. ACCESS TO RECORDS AND DATA

Contractor shall provide access to the City, Hennepin County, or any of their duly authorized representatives to review any books, documents, papers, and records of Contractor that are directly pertinent to this Agreement for the purpose of making an audit, other examination and preparing excerpts and transcriptions.

19. INDEMNIFICATION

Contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, costs or expenses, including reasonable attorneys' fees, for which it may be held liable, arising out of the performance of this Agreement by Contractor, Contractor's employees, agents or subcontractors.

20. INSURANCE

20.1 Insurance Coverage Required

Prior to the commencement of any Agreement, Contractor shall submit certificates of all insurance required on a form approved by the City Clerk, signed by an authorized representative of the insurance carrier, stating that all provisions of the specified requirements are satisfied. The certificates shall be submitted directly to the City for review and approval by the Public Works Director and the City Attorney. Contractor shall not begin any work until the City has reviewed and approved the insurance certificates and has so notified Contractor directly in writing. Any notice to proceed that is issued shall be subject to such approval by the City. Contractor shall provide the City thirty (30) days written notice in the event Contractor changes insurance. The City's acceptance of the insurance provided by Contractor does not in any way relieve or decrease the liability of Contractor hereunder, and it is expressly understood that neither the City nor the City Attorney in any way represents that the specified insurance or limits of liability are sufficient or adequate to protect Contractor's interests or liabilities.

The liability insurance policy or policies shall be a standard form policy provided by a carrier authorized to do business in the State of Minnesota and shall not contain any exclusion that will restrict coverage on any operations performed by Contractor or any subcontractors thereof. The policy or policies shall afford contractual liability coverage to provide coverage for the specified indemnification requirements contained herein. Any agents or subcontractors engaged by Contractor shall be subject to the same requirements for indemnification as Contractor, shall be required to have the same coverage and proof of coverage as Contractor shall and, in all other respects, be bound by the same conditions of this Agreement as Contractor.

Policies or coverage required include the following and shall be at least the amounts specified in Minn. Stat. 466.04 for each year of the Agreement:

A. Comprehensive / General

Contractor shall provide comprehensive general liability insurance including premises-operations coverage, completed operations coverage, independent contractor's coverage and contractual liability coverage meeting the indemnification requirements specified in Section 19, Indemnification, with limits not less than \$5,000,000 combined single limit, including personal injury liability, bodily injury liability and property damage liability.

B. Workers' Compensation and Employer's Liability

Contractor shall provide workers' compensation insurance and employers' liability insurance as required by law, with limits of at least \$5,000,000 for any claim.

C. Auto, Bodily Injury, and Property

Contractor shall provide automobile, bodily injury and property damage liability insurance, including coverage for all owned, hired, vehicles and employers' non-ownership liability coverage. Limits of liability should be for not less than \$5,000,000 combined single limit for bodily injury and property damage liability. The policy or policies shall provide full insurance to cover all of Contractor's operating exposure including but not limited to the picking up of the materials and the operation of vehicles.

All responsibility for maintaining property insurance on any premises or structures owned or operated by Contractor remains solely with Contractor, who may at its option insure against any perils, and such responsibility shall remain with the Contractor until such time as this Agreement is terminated.

D. Environmental

Contractor shall provide Environmental Impairment Liability (Pollution Legal Liability) for sudden and non-sudden (gradual) pollution occurrences covering all facilities and equipment owned and used by Contractor, or its agents or employees. Limits of liability shall be no less than \$10,000,000 for each occurrence and \$10,000,000 aggregate, and shall continue for a two year period following termination of this Agreement.

E. Errors and Omissions

Contractor shall have in force for any coverage provided by this Agreement an Errors and Omissions Coverage with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

20.2 City as Additional Insured

The Comprehensive/General, Auto, and Bodily Injury and Property insurance policies shall provide for the City as an additional insured party.

20.3 Notice of Cancellation or Non-Renewal

All insurance policies shall provide that the City shall be given at least thirty (30) days prior written notice of any cancellation, termination or material modification of the required coverage. In no event shall Contractor operate within the City without all insurance required by the City. The City reserves the right to cancel the Agreement upon ten (10) days written notice, in the event Contractor is unable to secure insurance as required by the City.

20.4 Deductibles

All responsibility for payment of any sums resulting from any deductible provisions, corridor, of self-insured retention conditions of the policy or policies shall remain with Contractor.

21. FINANCIAL GUARANTEE (PERFORMANCE BOND)

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 \$6,700,000 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 strict accordance with its provisions, and shall not be cancelable during the term of this Agreement.

22. NON-DISCRIMINATORY PRACTICES

Minnesota State Statutes, Section 181.59, which prohibits discrimination on account of race, creed, or color in the performance of public contracts, is made a part of this request with the same force and effect as if set out herein verbatim.

23. SUCCESSORS AND ASSIGNS

Contractor binds itself jointly and severally, its successors, executors, administrators and assigns to the City in respect to all covenants of this Agreement. Contractor shall not subcontract, assign, or transfer any part of its duties or obligations in this Agreement nor shall Contractor assign any monies due, or to become due, without the City's prior written consent.

24. NOTIFICATION

When this Agreement requires notice or approval by either of the parties said notice or approval shall be sought by notifying the following persons at the following addresses:

For Contractor: Mr. Jason Hartman
 Public Sector Services Representative
 Waste Management of Minnesota, Inc.
 10050 Naples St. NE
 Blaine, MN 55449

For City: Ms. Cynthia S. Walsh
 Operations & Recreation Director
 City of St. Louis Park
 3700 Monterey Drive
 St. Louis Park, MN 55416

Mr. Tom Harmening
City Manager
City of St. Louis Park
5005 Minnetonka Blvd.
St. Louis Park, MN 55416

25. SEVERABILITY

All parts and provisions of this Agreement are severable. If any part or provision of this Agreement shall be held invalid, the remainder of this Agreement shall remain in effect.

26. WHOLE AGREEMENT

This Agreement, with Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, embodies the entire Agreement between the parties including all prior understandings and agreements and may not be modified except in writing signed by all the parties.

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IN WITNESS WHEREOF, the parties have caused the execution of this Agreement on their behalf by their duly authorized representatives.

CITY OF ST. LOUIS PARK

WASTE MANAGEMENT OF MINNESOTA, INC.

By: _____
Jake Spano, Mayor

By: _____
Its

By: _____
Thomas K. Harmening, City Manager

By: _____
Its

Attest:

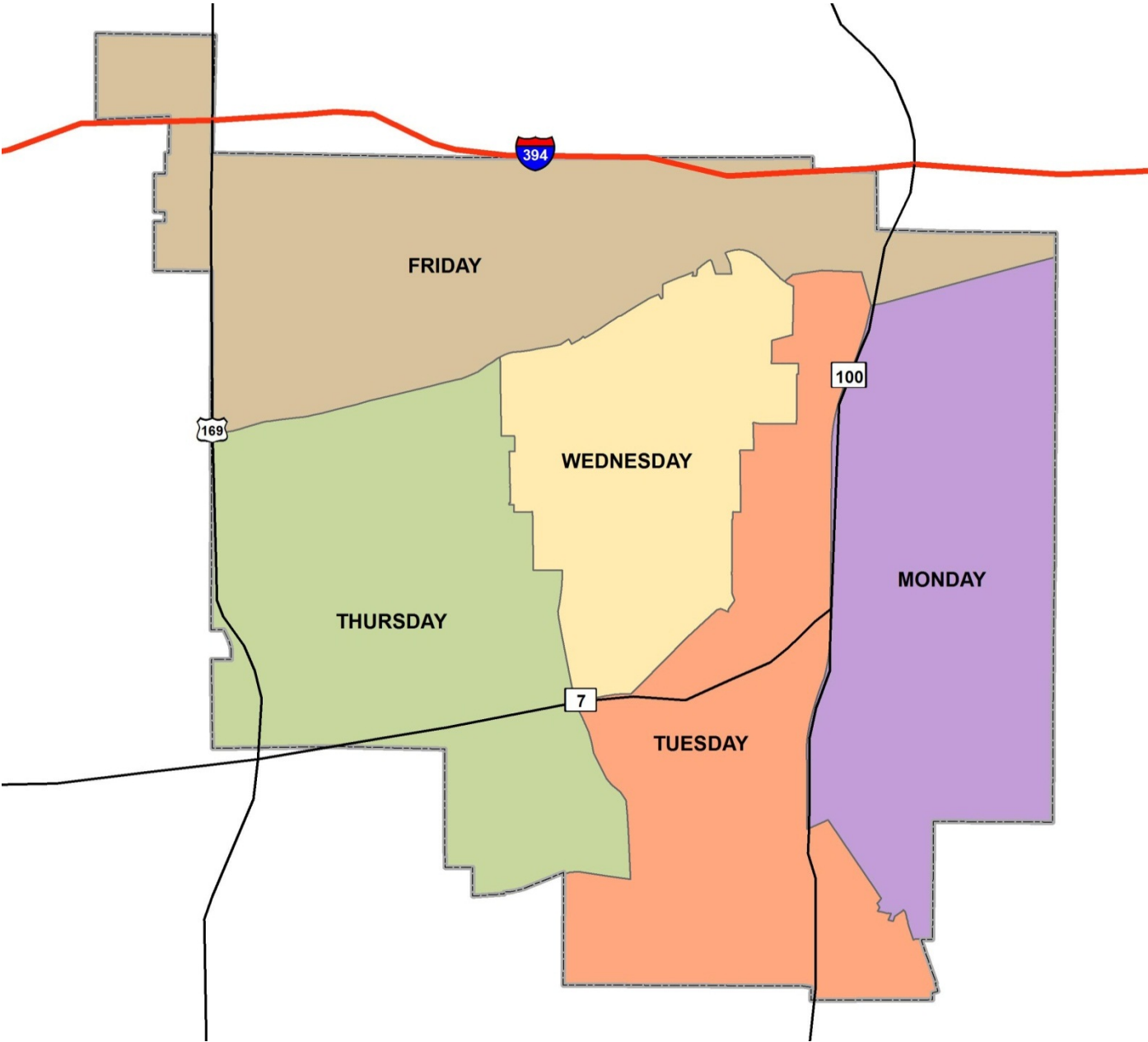
Melissa Kennedy, City Clerk

Approved as to form and execution:

City Attorney

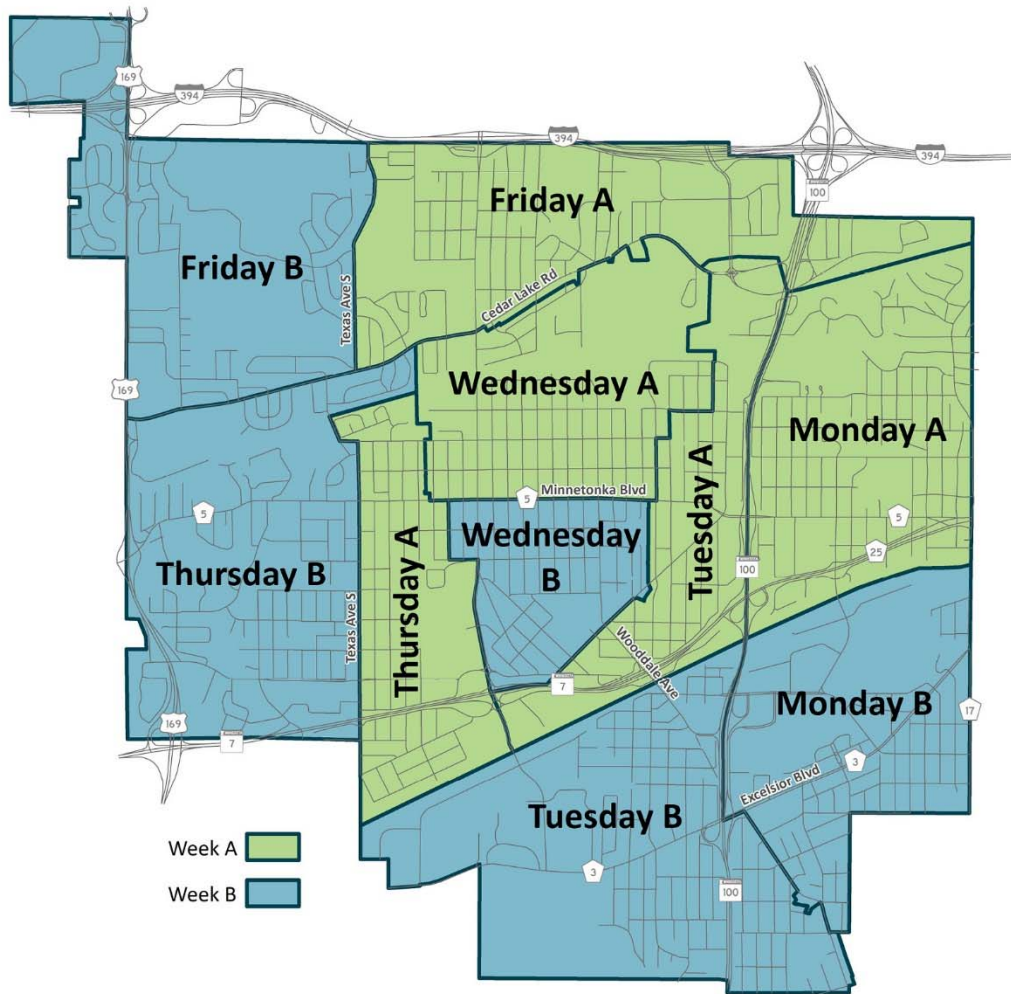
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EXHIBIT 1 - RESIDENTIAL COLLECTION DAYS



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EXHIBIT 2 – RESIDENTIAL RECYCLING WEEKS



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EXHIBIT 3 – GARBAGE COLLECTION PRICE WORKSHEETS

Standard Residential Garbage Collection

There are approximately 12,300 residential customers currently being serviced weekly. There will be up to approximately 1,200 residential customers serviced every-other-week (EOW).

The monthly compensation paid to the Contractor per Customer for garbage collection services (excluding state and county taxes) is listed in the table below. The City does not pay for Customers on Extended Absence. No other escalators, fuel surcharges, or other adjustments will be allowed by the City.

Weekly Garbage Collection Prices

Service Option	Customer / Month				
	2018/19	2020	2021	2022	2023
Weekly Garbage Collection, with Opt-in EOW	\$5.42	\$5.58	\$5.75	\$5.92	\$6.10

Extra Collection of Carted Garbage

Contractor shall bill Customers directly for the cost of extra collections as defined in Section 8.22.

Extra Collection of Carted Garbage Prices

Description	Cost / Extra Collection				
	2018/19	2020	2021	2022	2023
Extra Collection per occurrence	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00

Garbage Cart Distribution

The first 90 cart distributions (touches) per month are at no cost to the City, with charges occurring for touches exceeding 90 per month. When touches exceed 90 in any given month, the prices below shall apply. When a cart exchange occurs, the delivery of the new cart and collection of the existing cart only count as one touch total.

Garbage Cart Services Prices

Service	Cost / Month				
	2018/19	2020	2021	2022	2023
Cart Distribution (touches)	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00

Walk-up Service

Contractor shall make available walk-up service to every customer, as an extra service beyond the standard City service at the price set forth below. Contractor will bill Customers directly.

Garbage Walk-up Service Pricing

Description	Customer Cost/ Month				
	2018/19	2020	2021	2022	2023
Walk-up Service (Weekly)	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Walk-up Service (EOW)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00

Citywide Cleanup Day Events

As described in Section 4.7, Contractor shall provide services for annual spring and fall Citywide Cleanup events on a mutually agreed upon date, at no additional cost to the City. Contractor will charge Customers on the day of the event, based on prices below, during the Agreement. Any changes to pricing or material collected shall be submitted to the City in writing, no later than eight weeks prior to the spring cleanup event, annually.

Citywide Cleanup Day Vehicle Type Pricing

Vehicle Size	Price
Station Wagon Load	\$12.00
Car Load (Trunk Only)	\$12.00
Mini Van Load/SUV	\$18.00
Pick up Load	\$32.00
Trailer (4'x4'x8')	\$34.00
Items at Additional Cost	Price
Appliances	\$15.00
Microwave	\$15.00
Mattress (any size)	\$20.00
Box Spring (any size)	\$20.00
Stuffed Chair/Recliner	\$15.00
Sofa Sleeper	\$40.00
Love Seat (2 cushion)	\$20.00
Sectional (per section)	
1 Cushion	\$10.00
2 Cushions	\$20.00
3 Cushions	\$30.00
Couch (3 cushion)	\$30.00
Tires (car/pickup/cycle each)	\$2.00
Tires on rim (car/pickup/cycle each)	\$3.00

Bulk Waste, Appliances, and Electronics Price List

Contractor shall provide bulk waste, appliance, and electronic collection services as an optional service for customers upon request. Contractor will charge Customers based on prices below, during the Agreement. Price changes are allowed if provided to the City in writing by December 1 of each year, as outlined in Section 12.4.2.

ITEM	WM COST	HENN CTY	MN MGMT TAX	TOTAL
Appliances (Major): EVEN WEEK TUE/FRI	\$ 27.00	\$ -	\$ -	\$ 27.00
Air Conditioner	\$ 20.00	\$ -	\$ -	\$ 20.00
Pool Heater	\$ 20.00	\$ -	\$ -	\$ 20.00
Air Compressor	\$ 20.00	\$ 1.80	\$ 1.95	\$ 23.75
Antenna (Large Outdoor)	\$ 20.00	\$ 1.80	\$ 1.95	\$ 23.75
Aquarium (Up to 50 gal)	\$ 5.00	\$ 0.45	\$ 0.49	\$ 5.94

ITEM	WM COST	HENN CTY	MN MGMT TAX	TOTAL
Aquarium (More than 50 gal)	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Aquarium w/Stand (Up to 50 gal)	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Aquarium w/Stand (More than 50 gal)	\$ 25.00	\$ 2.25	\$ 2.44	\$ 29.69
Artificial Tree	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Awning (Large)	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Awning (Small)	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Basketball Hoop/Backboard	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Basketball Pole & Stand (Portable)	\$ 25.00	\$ 2.25	\$ 2.44	\$ 29.69
Bar (Free Standing) Same size as Dresser	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Bar (Free Standing) Larger than Dresser	\$ 20.00	\$ 1.80	\$ 1.95	\$ 23.75
Bathtub (Cast Iron)	\$ 25.00	\$ 2.25	\$ 2.44	\$ 29.69
Bathtub (Fiberglass)	\$ 25.00	\$ 2.25	\$ 2.44	\$ 29.69
Bed Frame	\$ 5.00	\$ 0.45	\$ 0.49	\$ 5.94
Bed Frame (Metal)	\$ 5.00	\$ 0.45	\$ 0.49	\$ 5.94
Metal Bunk Bed	\$ 20.00	\$ 1.80	\$ 1.95	\$ 23.75
Bike	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Blinds/Curtain Rod (Each)	\$ 3.00	\$ 0.27	\$ 0.29	\$ 3.56
Cabinets or Vanity w/o Sink	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Cabinets or Vanity w/Sink	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Carpet/Pad per Roll (4ft, 50lbs or less)	\$ 8.00	\$ 0.72	\$ 0.78	\$ 9.50
Carpet/Pad per Bag (30 gal bag, 50 lbs. or less)	\$ 8.00	\$ 0.72	\$ 0.78	\$ 9.50
Carpet/Pad 12 x 12 Room (tied rolls, 4ft, 50lbs)	\$ 25.00	\$ 2.25	\$ 2.44	\$ 29.69
Chair - Kitchen, desk, child, deck, folding	\$ 5.00	\$ 0.45	\$ 0.49	\$ 5.94
Chair - Upholstered	\$ 20.00	\$ 1.80	\$ 1.95	\$ 23.75
Car Seat (Adult, car)	\$ 20.00	\$ 1.80	\$ 1.95	\$ 23.75
Car Seat (Child)	\$ 5.00	\$ 0.45	\$ 0.49	\$ 5.94
Clothes Line Poles (No Concrete)	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Construction Debris/Yard (1/2 yard min)	\$ 35.00	\$ 3.15	\$ 3.41	\$ 41.56
1/2 Yard Construction Debris	\$ 17.50	\$ 1.58	\$ 1.71	\$ 20.78
Crib	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Crib Mattress	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Desk	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Door (Interior or Exterior)	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Door (Storm)	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Dresser/Night Stand	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Entertainment Center	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Exercise Equipment (Per Piece)	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Fan	\$ 3.00	\$ 0.27	\$ 0.29	\$ 3.56
Fertilizer Spreader	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
File Cabinet	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Fireplace Door	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Fireplace Grate	\$ 5.00	\$ 0.45	\$ 0.49	\$ 5.94

ITEM	WM COST	HENN CTY	MN MGMT TAX	TOTAL
Fireplace (Portable)	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Footboard	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Futon Frame w/Mattress	\$ 35.00	\$ 3.15	\$ 3.41	\$ 41.56
Futon Frame w/o Mattress	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Garage Door Tracks & Opener	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Garage Door (Overhead Panel)	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Garage Door Opener w/Rails	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Garage Door Spring	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Garden Tools (Long Handled)	\$ 2.00	\$ 0.18	\$ 0.20	\$ 2.38
Gas Grill (NO TANK)	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Grill (Charcoal)	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Headboard	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
High Chair	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Hose Reel	\$ 5.00	\$ 0.45	\$ 0.49	\$ 5.94
Hot Tub	\$ 50.00	\$ 4.50	\$ 4.88	\$ 59.38
Hot Tub Cover	\$ 20.00	\$ 1.80	\$ 1.95	\$ 23.75
Humidifier	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Ironing Board	\$ 3.00	\$ 0.27	\$ 0.29	\$ 3.56
Kennel (Empty & Portable)	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Kennel Fence	\$ 20.00	\$ 1.80	\$ 1.95	\$ 23.75
Ladder	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Lamp	\$ 3.00	\$ 0.27	\$ 0.29	\$ 3.56
Lamp Post (Outdoor)	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Laundry Tub (Concrete) - Broken Down	\$ 25.00	\$ 2.25	\$ 2.44	\$ 29.69
Lawn Mower (No Gas or Oil)	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Lawn Mower Riding (No Gas or Oil)	\$ 25.00	\$ 2.25	\$ 2.44	\$ 29.69
Love Seat	\$ 25.00	\$ 2.25	\$ 2.44	\$ 29.69
Love Seat w/Recliners or Sleeper	\$ 45.00	\$ 4.05	\$ 4.39	\$ 53.44
Mattress or Box Spring (All sizes)	\$ 20.00	\$ 1.80	\$ 1.95	\$ 23.75
Mattress - Crib	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Mattress Topper (Foam)	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Misc. Debris (Per cubic yard)	\$ 20.00	\$ 1.80	\$ 1.95	\$ 23.75
1/2 Yard Misc. Debris	\$ 17.50	\$ 1.58	\$ 1.71	\$ 20.78
Misc. Debris (Per Bag)	\$ 2.00	\$ 0.18	\$ 0.20	\$ 2.38
Organ (Broken down)	\$ 50.00	\$ 4.50	\$ 4.88	\$ 59.38
Ottoman	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Pallet	\$ 5.00	\$ 0.45	\$ 0.49	\$ 5.94
Patio Door (Each Pane)	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Patio Umbrella	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Piano (Broken down)	\$ 50.00	\$ 4.50	\$ 4.88	\$ 59.38
Ping Pong Table	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Playpen	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91

ITEM	WM COST	HENN CTY	MN MGMT TAX	TOTAL
Pool (Small plastic, kid)	\$ 5.00	\$ 0.45	\$ 0.49	\$ 5.94
Range Hood	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Roll Away Bed (No mattress)	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Sand Box (Plastic)	\$ 5.00	\$ 0.45	\$ 0.49	\$ 5.94
Satellite Dish (Large)	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Satellite Dish (Small)	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Shelf	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Sink - bathroom, kitchen, laundry tub	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Sink w/Vanity	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Skis	\$ 3.00	\$ 0.27	\$ 0.29	\$ 3.56
Snowblower (No Gas or Oil)	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Sofa	\$ 30.00	\$ 2.70	\$ 2.93	\$ 35.63
Sofa Sleeper	\$ 50.00	\$ 4.50	\$ 4.88	\$ 59.38
Space Heater	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Stroller	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Swing Set (No Concrete)	\$ 20.00	\$ 1.80	\$ 1.95	\$ 23.75
Table - Kitchen, Dining, End, Coffee	\$ 20.00	\$ 1.80	\$ 1.95	\$ 23.75
Table - Card, Patio	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Table - Picnic	\$ 20.00	\$ 1.80	\$ 1.95	\$ 23.75
Tent	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Toilet	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Toys (Large, Outdoor)	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Trampoline	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Trash Can (Empty)	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Trunk	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Wagon	\$ 7.50	\$ 0.68	\$ 0.73	\$ 8.91
Water Bed Frame	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Water Softener	\$ 15.00	\$ 1.35	\$ 1.46	\$ 17.81
Weights (Each)	\$ 1.00	\$ 0.09	\$ 0.10	\$ 1.19
Wheelbarrow	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Window (Complete)	\$ 10.00	\$ 0.90	\$ 0.98	\$ 11.88
Window (Basement)	\$ 2.50	\$ 0.23	\$ 0.24	\$ 2.97
Window Screen/Storm (Each)	\$ 5.00	\$ 0.45	\$ 0.49	\$ 5.94
Window Well	\$ 5.00	\$ 0.45	\$ 0.49	\$ 5.94
Electronics – Charge One (1) Trip Fee + Per Item Fee for each item			No Tax	Fee
Electronics Trip Fee (charged once per trip)			\$ -	\$ 25.00
Camera			\$ -	\$ 5.00
CD Player			\$ -	\$ 5.00
Cell Phone			\$ -	\$ 0.00
Copier (small)			\$ -	\$ 25.00
Copier (medium 30-50 lbs)			\$ -	\$ 50.00
Copier (large over 50 lbs)			\$ -	\$ 125.00
Computer/Laptop			\$ -	\$ 0.00

Electronics – Charge One (1) Trip Fee + Per Item Fee for each item	No Tax	Fee
DVD and VCR Players	\$ -	\$ 5.00
Fax Machine	\$ -	\$ 5.00
Monitor (CRT up to 17")	\$ -	\$ 0.00
Monitor (CRT 17" and up)	\$ -	\$ 0.00
Printer (small)	\$ -	\$ 5.00
Printer (large/laser)	\$ -	\$ 5.00
Scanner	\$ -	\$ 5.00
Small Radio	\$ -	\$ 5.00
Stereo Radio	\$ -	\$ 15.00
Telephones	\$ -	\$ 5.00
TVs/Monitors (flatscreen)	\$ -	\$ 0.00
TVs (CRT monitor under 13")	\$ -	\$ 0.00
TVs (CRT monitor 13" to 19")	\$ -	\$ 0.00
TVs (CRT monitor 20" to 27")	\$ -	\$ 0.00
TVs (CRT monitor 28 and larger)	\$ -	\$ 0.00
TVs (console)	\$ -	\$ 0.00
Vacuum Cleaner	\$ -	\$ 5.00

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EXHIBIT 4 – BUS STOP GARBAGE COLLECTION

Stop No.	Location	Qty	Collection per Week	Material	Container
1	Minnetonka & Princeton	1	1	Garbage	35 gal container
2	Minnetonka & Hwy 100	1	1	Garbage	35 gal container
3	27th St & Louisiana Ave	1	1	Garbage	35 gal container
4	28th St & Louisiana Ave	1	1	Garbage	35 gal container
5	36th St & Aquila Ave	1	1	Garbage	35 gal container
6	Westwood Church - CLR	1	1	Garbage	35 gal container
7	Excelsior Blvd - East of Brookside	1	1	Garbage	35 gal container
8	Lake St & Wooddale Ave	1	1	Garbage	35 gal container
9	Minnetonka Blvd & Hampshire Ave	1	1	Garbage	35 gal container
10	Minnetonka Blvd & Inglewood Ave	1	1	Garbage	35 gal container
11	Minnetonka Blvd & Texas Ave	1	1	Garbage	35 gal container
12	Minnetonka Blvd & Dakota Ave	1	1	Garbage	35 gal container
13	Target Rd & Boone Ave	1	1	Garbage	35 gal container
14	Excelsior Blvd & Quentin Ave	1	1	Garbage	35 gal container
15	Excelsior Blvd & Wooddale Ave	1	1	Garbage	35 gal container
16	Excelsior Blvd & W of France Ave	1	1	Garbage	35 gal container
17	Excelsior Blvd & Joppa Ave	1	1	Garbage	35 gal container
18	Excelsior Blvd & 38th St	1	1	Garbage	35 gal container
19	Excelsior Blvd & Natchez Ave	1	1	Garbage	35 gal container
20	Excelsior Blvd & W of Park Nicollet	1	1	Garbage	35 gal container
21	W 36th & Park Center Blvd	1	1	Garbage	35 gal container
22	Ridge Dr & Cedar Lake Rd	1	1	Garbage	35 gal container
23	5111 Minnetonka Blvd	1	1	Garbage	35 gal container
24	Excelsior Blvd & Fresh Thyme	1	1	Garbage	35 gal container
25	5900 Block of Excelsior Blvd	1	1	Garbage	35 gal container
26	5804 Excelsior Blvd	1	1	Garbage	35 gal container
27	5932 Excelsior Blvd	1	1	Garbage	35 gal container
28	5925 Excelsior Blvd	1	1	Garbage	35 gal container
29	Minnetonka Blvd & Louisiana Ave	1	1	Garbage	35 gal container
30	Excelsior Blvd & Methodist	1	1	Garbage	35 gal container
31	W 36th St & Wooddale	1	1	Garbage	35 gal container
32	5724 36th St W	1	1	Garbage	35 gal container
33	5806 36th St W	1	1	Garbage	35 gal container
34	5721 36th St W	1	1	Garbage	35 gal container
35	Xenwood Ave S & 36th St W (sidewalk)	1	1	Garbage	35 gal container
36	Excelsior Blvd & Meadowbrook	2	1	Garbage	35 gal container
37	Park Place Blvd - SW of 16th St (sidewalk)	1	1	Garbage	35 gal container

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EXHIBIT 5 – RECYCLABLE MATERIALS LIST

Paper/Fibers

1. News Mix (newspapers and inserts)
2. Mixed Paper
 - a. Mail, office and school papers
 - b. Shredded Paper (in closed paper bags)
 - c. Magazines and catalogs
 - d. Phone books
3. Corrugated cardboard (flatten to 3feet x 3feet)
4. Boxboard
 - a. Cereal, cracker, pasta, and cake mix boxes
 - b. Shoe boxes, gift boxes and electronics boxes
 - c. Toothpaste, medication and other toiletry boxes
5. Wetstrength boxes (e.g. pop and beer boxes)
6. Cartons (rinsed, replace caps)
 - a. Milk, soup, broth, and wine cartons
 - b. Juice boxes

Glass

7. Food and beverage bottles and jars (remove lids)

Plastics

8. All plastic bottles, jugs, cups, containers, and toy and electronic packaging with a resin code of #1 (PET, PETE), #2 (HDPE), #4 (LDPE), and #5 (PP) with caps and lids.
9. Bulky Rigid Household Plastics
 - a. Bulk grade plastics such as laundry baskets, large plastic tubs, plastic potted plant containers, plastic furniture, plastic coolers with a resin code of #1 - #5.

Metals

10. Food and beverage cans
11. Foil and trays
12. Steel bottomed cardboard cans
13. Clean scrap metals
 - a. Old metal pots, metal pans, metal cookware – no glass tops
 - b. Metal mail holders, metal door knobs, metal bakeware, metal flatware
 - c. Empty, dry, steel latex paint cans
 - d. Metal shovel ends, metal shelving and brackets, tools.

Contractor may propose additional materials be added to the list. Additionally, if any agreement the City has with Hennepin County at any time during the term of this Agreement requires the collection of additional materials, Contractor will be required to collect the additional materials within six months, or less, of receiving notification from the City at no additional cost to the City. The Contractor shall assure the City that adequate recyclable material processing capacity will be provided for all City material collected.

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EXHIBIT 6 – RECYCLING COLLECTION PRICE WORKSHEETS

Standard Residential Recycling Collection

There are approximately 12,300 residential customers currently being serviced weekly.

The monthly compensation paid to the Contractor per Customer for recycling collection and processing services is listed in the table below. The City does not pay for Customers on Extended Absence. No other escalators, fuel surcharges, or other adjustments will be allowed by the City.

Every Other Week Single-Sort Collection

Service	Customer / Month				
	2018/19	2020	2021	2022	2023
City Owned Carts	\$ 3.05	\$ 3.14	\$ 3.24	\$ 3.33	\$ 3.43

Extra Collection of Recyclables

Contractor shall bill Customers directly for the cost of extra collections as defined in Section 8.22.

Extra Collection of Carted Recycling Prices

Description	Cost / Extra Collection				
	2018/19	2020	2021	2022	2023
Extra Collection per occurrence	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00

Recycling Cart Distribution

The first 90 cart distributions (touches) per month are at no cost to the City, with charges occurring for touches exceeding 90 per month. When touches exceed 90 in any given month, the prices below shall apply. When a cart exchange occurs, the delivery of the new cart and collection of the existing cart only count as one touch total.

Recycling Cart Services Pricing

Service	Cost / Month				
	2018/19	2020	2021	2022	2023
Cart Distribution (touches)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00

Walk-up Service

Contractor shall make available walk-up service to every customer, as an extra service beyond the standard City service at the prices set forth below. Contractor will bill customers directly.

Recycling Walk-up Service Pricing

Description	Customer Cost/ Month				
	2018/19	2020	2021	2022	2023
Walk-up Service	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00

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EXHIBIT 7 – REVENUE SHARING

Revenue Sharing - General

Contractor shall, on a monthly basis, pay revenue sharing to the City in an amount based upon the following formula and accompanying documentation. Revenue sharing shall apply to all recyclable materials listed on Exhibit 7 hereto.

Revenue Sharing Documentation

Contractor shall provide adequate documentation of the monthly tonnage of all commodities collected from the City, even in the case where the City receives no revenue sharing for the month. Also, Contractor shall provide copies of any referenced market indexes or actual sales (if approved by the City), for the respective month, with monthly reports.

Contractor shall submit monthly revenue share calculation information based upon a format acceptable to the City using MS Excel worksheet. The information provided to the City must contain all information necessary to allow the City to verify revenue sharing calculations and revenue share payments owed to the City based on the revenue share formula listed above.

The revenue share payment, by the Contractor or City, shall be based on the recyclable material collected by Contractor during the previous month, using the actual sale prices for the collection month. For example, the revenue share for tons of recyclable material collected in October will be determined in November, using October actual sales and applied to the invoice for October collection services, prepared by Contractor.

Revenue Sharing Materials

City or Contractor may propose other commodities at any time during the duration of the Agreement. The parties shall enter into negotiations in good faith and any new revenue sharing agreement shall be reduced to writing in the form of an amendment to the Agreement.

Revenue Sharing Formula

The Contractor shall rebate or charge an amount each month, to the City, based on the revenue share formula specified below.

At no time shall the City receive a negative value for the residuals collected with the recyclable material.

The basic components of the revenue sharing formula for commodities includes:

1. Estimated Composition percent (% of total tons / month for each commodity grade).
2. Actual sales price value per ton (\$ per ton based on specified commodity grades);
3. Processing fee (\$ 60 per ton in 2018/19); and
4. Percent revenue share (80%);

The Revenue Share Formula for calculating monthly Revenue Share Paid to City is as follows:

1. Gross Revenue Per Ton (-) the Total Processing Fee (=) Net Revenue
o e.g. \$100 - \$60 = \$40 Net Revenue Per Ton
2. Net Revenue (x) City Revenue Share 80% (=) Revenue Share Per Ton
o e.g. \$40 x 80% = \$32.00 Revenue Share Per Ton
3. Revenue Share Per Ton (x) Total Tons Recyclables Collected (=) Revenue Share Paid to City
o e.g. \$32.00 x 300 Tons = \$9,600.00 Revenue Share Paid to City

The table below provides examples of Revenue Share using different Blended Values:

	Blended Value/Ton	Processing Fee/Ton	Net Revenue/Ton	80% City Share	City Tons Recycled	Net \$ to/from City
Example 1	\$100/Ton	\$60	\$40.00	\$32.00	300	\$9,600 (paid to City)
Example 2	\$80/Ton	\$60	\$20.00	\$16.00	300	\$4,800 (paid to City)
Example 3	\$40/Ton	\$60	\$-20.00	\$-16.00¹	300	\$-4,800 (deduction to City)

¹The City allows "negative" revenue share, as shown in this example.

Monthly Processing Fee per Ton

Description	\$ / Ton
	2018/19
Processing Fee	\$60.00

Only two specific increases to the Monthly Processing Fee will be allowed through the term of the Contract. The increases will occur on January 1, 2020 and on January 1, 2022. The base year for the allowed increases shall be 2019 for the 2020 increase, and 2021 for the 2022 increase. The increase shall be the lower of either:

1. Two percent (2.0%) of the base year price; or,
2. A percent increase based on the Consumer Price Index – For All Urban Consumers (CPI-U), Midwest Region, (http://www.bls.gov/regions/mountain-plains/news-release/ConsumerPriceIndex_Midwest.htm) between January 1, 2019 and January 1, 2020 for the first increase; and between January 1, 2021 and January 1, 2022 for the second increase.

No other escalators, fuel surcharges, or other adjustments will be allowed by the City.

Revenue Sharing Changes Based On Material Composition

Composition shall be based on percentages outlined in the table below, or the results of the Recycling Composition Analyses as defined in Section 12.4.4, whichever is most recent. The Contractor must receive written permission (via email) from the City prior to using the composition analysis information to make changes to the Composition in revenue sharing calculations during each year of the contract. Resulting changes to Composition in the revenue share formula will be effective January 1 of the year proceeding the Recycling Composition Analysis.

Material Composition Table

Commodity	% of Recycled Ton
Newspaper & Inserts	28.32%
Mixed Paper (magazines, office paper, junk mail)	10.17%
Old Corrugated Cardboard	15.11%
Aseptic Packaging/Gable tops	0.68%
Aluminum UBC	2.08%
Steel Cans	1.37%
Scrap Metal	0.33%
Plastic #1 PET	3.76%
Plastic #2 HDPE Natural	1.07%
Plastic #2 HDPE Colored	1.40%
Plastic #5 PP	0.65%
Mixed Plastics (#3-7)	1.94%
Rigid Plastics	0.00%
3 Mix Glass, incl trans	27.62%
Residual	5.50%
Total Ton	100.00%

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EXHIBIT 8 – ORGANICS RECYCLING ACCEPTABLE MATERIALS LIST

The City of St. Louis Park uses the Organics Recycling Outreach Guide to form the list below, which is updated annually. City has the sole discretion to add to or delete from the list.

Food Scraps

1. Fruits and vegetables (peelings, pits and shells)
2. Meat, fish and bones (bones, scales and shells)
3. Dairy products (yogurt and cheese)
4. Eggs and eggshells
5. Bakery and dry goods
 - a. Pasta, beans and rice; Bread and cereal; Nuts and shells; Dough
6. Pet food

Paper

1. Napkins, paper towels and tissues
2. Paper egg cartons
3. Shredded paper
4. Compostable plates, bowls and containers*
5. Compostable cups (hot and cold)*
6. Paper bags (recycle if not soiled)
7. Compostable parchment and wax paper*
8. Tissue paper
9. Paper towel and toilet paper rolls
10. Pizza boxes from delivery
11. Paper towels and tissues from bathrooms

Other compostable items

1. Coffee grounds and filters
2. Tea bags
3. Houseplant trimmings
4. Wood chopsticks, popsicle sticks and toothpicks
5. Compostable products*:
 - a. Cups, plates and bowls; Utensils and straws; Bags; Containers
6. Hair and nail clippings
7. Cotton balls and paper swabs

*Must have BPI or Cedar Grove logo on product or product container.

Not accepted: Grease or oil, chewing gum, produce stickers, recyclable paper, cartons (milk cartons, juice boxes, soup, broth and wine cartons), paper products (plates, bowls, and take-out cups without BPI or Cedar Grove logo, refrigerated and frozen food boxes, fast food wrappers, butcher paper/wrap, microwave popcorn bags, ice cream tubs, Chinese take-out food containers, products labeled “biodegradable”, paper coated with foil, wax/produce cardboard boxes, wrapping paper, recyclable materials (glass, plastic, paper, metal), plastic, animal waste and litter, diapers and sanitary products, dryer sheets, dryer lint, dental floss, cleaning or baby wipes, cigarettes, fireplace or BBQ ashes, charcoal, rocks, soil and dirt, latex products (gloves, balloons), vacuum cleaner bags and contents, black walnut shells.

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EXHIBIT 9 – ORGANICS RECYCLING PRICE WORKSHEET

Standard Residential Organics Recycling Collection

The monthly compensation paid to the Contractor per Customer for organics recycling collection and processing services is listed in the table below. The City does not pay for Customers on Extended Absence. No other escalators, fuel surcharges, or other adjustments will be allowed by the City. Payment is based on all eligible Customers, approximately 12,300 each month.

Organics Recycling Collection Prices

Service	Customer Cost / Month				
	2018/19	2020	2021	2022	2023
Regular Collection	\$ 2.87	\$ 2.96	\$ 3.04	\$ 3.14	\$ 3.23

Extra Collection

Contractor will provide extra collection, as requested by the Customer, as an extra service beyond the standard service. Contractor shall invoice Customers directly for the cost of extra collections at the rates set forth below. The extra collection may be collected in the same truck with the regular route collections, where processing is paid by the City.

Extra Organics Recycling Collection Prices

Description	Cost / Extra Collection				
	2018/19	2020	2021	2022	2023
Extra Collection per occurrence	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00

Organics Cart Distribution

The first 90 cart distributions (touches) per month are at no cost to the City, with charges occurring for touches exceeding 90 per month. When touches exceed 90 in any given month, the prices below shall apply. When a cart exchange occurs, the delivery of the new cart and collection of the existing cart only count as one touch total.

Organics Cart Services Pricing

Service	Cost / Month				
	2018/19	2020	2021	2022	2023
Cart Distribution (touches) ¹	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00

¹ Since switching from co-collection of yard waste and SSOM to SSOM only will occur during Year one, Contractor will not charge for touches during the first 6 months of the Agreement to allow customers to right size their carts.

Walk-up Service

Contractor shall make available walk-up service to every customer, as an extra service beyond the standard City service at the prices set forth below. Contractor will bill customers directly.

Organics Recycling Walk-up Service Pricing

Description	Customer Cost/ Month				
	2018/19	2020	2021	2022	2023
Walk-up Service	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00

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EXHIBIT 10 – YARD WASTE PRICE WORKSHEET

Standard Residential Yard Waste Collection

The monthly compensation paid to the Contractor per Customer for organics recycling collection and processing services is listed in the table below. The City does not pay for Customers on Extended Absence. No other escalators, fuel surcharges, or other adjustments will be allowed by the City. Payment is based on all eligible Customers, approximately 12,300 each month, for all 12 months of the year.

Yard Waste Collection Prices

Service	Customer Cost / Month				
	2018/19	2020	2021	2022	2023
Regular Collection	\$1.95	\$2.01	\$2.07	\$2.13	\$2.19

Extra Collection

Contractor shall bill Customers directly for the cost of extra collections as defined in Section 8.22.

Extra Yard Waste Collection Prices

Description	Cost / Extra Collection				
	2018/19	2020	2021	2022	2023
Extra Collection per occurrence	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00

Walk-up Service

Contractor will not be required to provide Walk-up Service for yard waste.

End