



**CONTRACT FOR
RESIDENTIAL SOLID WASTE AND
RECYCLING SERVICES**

Between the City of St. Anthony
and
Aspen Waste Systems of Minnesota, Inc.

For the Contract Period
April 1, 2023 – March 31, 2028

City of St. Anthony

3301 Silver Lake Road
St. Anthony, MN 55418
Phone (612) 782-3301
Fax (612) 782-3302

Equal Opportunity/Affirmative Action Employer

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- EXHIBIT A – PRICE SCHEDULE
- EXHIBIT B – RECYCLABLE MATERIALS LIST
- EXHIBIT C – MUNICIPAL FACILITIES
- EXHIBIT D – DELINQUENT ACCOUNTS SCHEDULE

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CONTRACT FOR RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES

This Contract is made this 10th day of January 2023, by and between the **City of St. Anthony**, a Minnesota municipal corporation (“City”) and, Aspen Waste Systems of Minnesota, Inc., a Minnesota corporation (“Contractor”).

1. TERM OF CONTRACT

The term of this Contract relating to the commencement of services to Customers shall begin on April 1, 2023, and terminate on March 31, 2028 (“Term”). At the conclusion of the initial five-year term, the parties may renew this Agreement for an additional three (3) one-year terms, upon the parties’ mutual agreement as to terms for said renewal. Negotiations for said renewal term shall begin by January 1 of each year, the first date being January 1, 2028.

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

2. DEFINED TERMS

Except as set forth below, and as may be defined elsewhere in this Contract, 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 Contract, shall have the meanings as specified herein.

2.1. Appliances (Major)

Household appliances items such as clothes washers and dryers, dishwashers, hot water heaters, heat pumps, furnaces, garbage disposal, Refuse 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.

2.2. Bulky Waste

Large items such as, but not limited to, bathtubs, beds, mattresses, bikes, carpet (bundled, less than four 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 four feet in length and less than 45 pounds), tables, toilets, vacuums, water softeners, windows, construction debris (less than four feet in length and less than 45 pounds), and household items that are too large to fit into the Refuse cart.

2.3. Cart

Small (approximately 35-gallons), medium (approximately 65-gallons), and large (approximately 95-

gallons) carts with hinged lids and wheels used for the Collection of Refuse, Recycling, and Yard Waste.

2.4. 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 will occur at curb and alley locations.

2.5. Composition

The Composition of recyclable materials as an estimated percentage based on the results of the Recycling Composition Analysis.

2.6. 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.

2.7. Composting Facility

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

2.8. Contaminants as Collected

The materials set out by Customers in their Recycling Cart that are not recyclable as defined in this Contract.

2.9. Contract

This final Agreement once executed by both parties, the City and the Contractor.

2.10. Contractor

Any party to the Contract, with the exception of the City itself.

2.11. Customer

Any residential Single-Family and multi-family Household in buildings of three units or less that is required to use the City contracted Collection service.

2.12. Day-Certain Collection

The City has established Wednesday and Thursday as Collection days. Contractor and City will work together to determine the Wednesday and Thursday zones for Collection. 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.

2.13. 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.

2.14. Every-Other-Week Refuse Collection (or EOW Refuse Collection)

The every-other-week Collection of Refuse from Customers who meet City requirements, having Small (approximately 35 gallons) Refuse service. EOW Refuse Collection occurs in the same week as the Customers' Recycling Collection. The City reserves the right to change Recycling Collection schedule to weekly.

2.15. Extra Collection

The additional Collection of regular household Refuse, 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.

2.16. Extended Absence or Refuse Hold

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

2.17. HERC

Hennepin County Energy Recovery Center. A waste-to-energy facility located in Minneapolis that burns Refuse to generate energy located at 505 N 6th Ave., Minneapolis.

2.18. 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, the Collection will be delayed by one day all week following the Holiday.

2.19. Household

An individual dwelling unit in a single-family or multi-family residential building of three dwelling units or less that is eligible for Solid Waste Services provided by the City's Contractor.

2.20. Organics Recycling

Organics include specific food waste as defined by Hennepin County and Ramsey County. Organics Recycling is the curbside Collection of source-separated Organic materials from each participating Household and transport to a Transfer Station or Composting Facility. The City has made no decisions yet about the specific method of collecting these materials, and planning will continue with the assistance of Hennepin County and Ramsey County.

2.21. 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.

2.22. 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 of as mixed municipal solid waste. Process Residuals include but not limited to: Bulky Wastes, contaminants, sorted tailings, floor sweepings, and rejects from specific processing equipment (e.g. materials cleaned from screens, etc.). Process Residuals do 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.

2.23. Processing

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

2.24. R&E Center

Ramsey/Washington Recycling & Energy Center, a waste processing facility owned and operated by the Ramsey/Washington Recycling & Energy Board, located at 100 Red Rock Road, Newport Minnesota.

2.25. 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 Contract Exhibit B - Recyclable Materials List and any other materials agreed upon by the Contractor and City in the future or as part of contract negotiations. Also referred to as Recycling.

2.26. Refuse

The portion of solid waste that is not separated at the source by the generator for the purpose of reuse, Recycling, or Yard Waste composting.

2.27. Single-Family Household

Any residential dwelling unit within a building of three or fewer dwelling units.

2.28. Single-Sort

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

2.29. 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 and plant materials.

2.30. Tip Fee or Tipping Fee

Amount to be charged at the receiving facility for the transfer and/or processing of solid waste material. The disposal costs (also known as “tipping fees”) shall be paid by the Contractor and included in the rate as charged to City customers.

2.31. Transfer Station

A facility identified by the City as accepting solid waste delivered by the Contractor during the term of this Contract. Proposed Transfer Stations identified may be proposed by the Contractor but must be approved in writing by the City.

2.32. Unacceptable Materials

Materials that are prohibited from Refuse, 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.

2.33. Walk-Up Service

Customers with physical limitations shall be entitled to the Walk-Up Service without additional charge.

2.34. Yard Waste

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

3. REFUSE COLLECTION SERVICES TO BE PERFORMED BY CONTRACTOR

This section is specific to Refuse disposal/processing services. The City offers weekly Collection from the small, medium, or large wheeled Refuse Carts to all Customers and Every Other Week Refuse Collection from small Refuse Carts.

3.1. General Collection and Disposal

The Contractor shall furnish all labor, materials, and equipment, and perform all work necessary for the Collection, disposal, and processing of Refuse for approximately 1,900 Residential Dwelling Units 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 Refuse from City buildings and City park facilities as listed in the Contract Exhibits, as well as the annual Citywide Clean-Up Event as described below.

All Refuse shall be collected, transported, weighed, and disposed of at the Hennepin Energy Recovery Center (HERC) or Ramsey/ Washington County Recycling & Energy Center (R&E Center) per county ordinance requirements. The Contractor may use an alternate facility when either the HERC or R&C Center is not operable. Any alternate facility must be approved by the City prior to the commencement of the Term of the Contract and must process all Refuse collected in accordance with Minnesota Statutes (M.S.) 115A.03, subdivision 5, and M.S. 473.848, subdivision 5, any other applicable statute or regulation, and appropriate county solid waste designation ordinances. The Contractor shall weigh each Collection truck before and after unloading. The Contractor shall also furnish all labor, materials, and equipment and perform all the work necessary for the Collection and disposal of Refuse from City buildings and City park facilities listed in the

Contract Exhibit C.

Residential Customers may set out Overflow Trash for an extra fee if any trash does not fit into the Trash Cart with the lid open less than six (6) inches. Any materials or bags that do not fit into the Trash Cart will be considered Overflow Trash, and charged accordingly. Items left next to the Trash Cart but not bagged will be considered Bulky Waste and billed accordingly. Late Set Out Collection of Trash shall be provided upon request from a Residential Customer for an additional cost, and the Contractor shall upon request return the following day for pick up.

3.2. Frequency of Collection

The Contractor shall provide weekly residential Refuse Collection. Every-Other-Week Refuse Collection is an option to any Customer approved by the City. Frequency varies for the City buildings and City parks as listed in the Contract Exhibits.

3.3. Refuse Disposal Costs

The Refuse disposal costs (also known as “tipping fees”) shall be paid by the Contractor.

3.4. Spring City-Wide Clean-Up Event

The Contractor shall provide drop-off Collection services, at no additional cost to the City, for an annual Spring City-Wide Clean-Up Event held traditionally on the first Saturday in May. The Contractor will provide equipment, containers, disposal, and sufficient personnel to run the event. The Contractor shall distribute educational literature during the event to participants at the request of the City. The City will provide an appropriate site, site coordination, and traffic control.

During the event, Customer’s drop-off items such as, but not limited to Bulky 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 the Contractor staff working on-site, and such fees are kept and due to Contractor for services provided. The City and Contractor will coordinate to involve other vendors to collect selected items and has previously done so for scrap iron, Electronics, fluorescent bulbs, textiles/household goods, household batteries, and paper shredding. The City reserves the right to contract out the entire event to other companies.

Annually, the Contractor will submit a comprehensive list of items they will collect at the event, along with the corresponding unit costs to be charged to Residents for each item or another method such as cost per vehicle type. The list shall be submitted to the City no later than eight weeks before the Spring City-Wide Clean-Up Event. The annual costs charged by the Contractor at these events shall be lower than the costs charged at the curb.

4. RECYCLING COLLECTION SERVICES TO BE PERFORMED BY CONTRACTOR

This section is specific to Recycling Collection and processing services. The City offers every-other-week Collection from the wheeled Recycling Carts to all Customers. The City reserves the right to change the Recycling Collection schedule to weekly

The Contractor will collect, deliver, weigh, process materials by commodity, package, and ship to end markets for Recycling. The Contractor may subcontract the processing and marketing of Recyclables with the City's prior written approval.

4.1. General Collection and Processing

The Contractor shall furnish all labor, materials, and equipment, and perform all work for every-other-week Collection and processing of Recyclable Materials for approximately 1,900 Residential Dwelling Units, and City facilities (see Contract Exhibit C, Municipal Facilities).

Each Collection truck will be weighed before and after unloading. The Contractor must identify their proposed Recyclables processing facility or transfer station prior to the commencement of the Term of this Contract. The Contractor may use an alternate facility during the Term upon prior written approval from the City.

With respect to City facilities, the Recyclable Materials listed in Contract Exhibit C, Municipal Facilities must be collected. The Contractor or City may propose additional materials be added to the list. Additionally, if any Contract the City has with Hennepin and/or Ramsey County at any time during the term of this Contract 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.

Extra Collection of Recyclables shall be provided upon request from a Residential customer when the customer contacts Contractor to schedule Extra Collection not less than twenty-four (24) hours prior to the requested collection. Late set out collection of Recyclables shall be provided upon request from a Residential Customer for an additional cost, and the Contractor shall return the following day for pick up.

The Contractor shall furnish all labor, materials, and equipment and perform all the work necessary for the Collection and disposal of Recyclables from City buildings and City park facilities as listed in the Contract Exhibit C.

4.2. Frequency of Collection and Collection Method

The Contractor shall provide every-other-week Recycling Collection for single-sort Recycling Collection where all materials are comingled in Contractor-owned carts. Any changes to this Collection and processing format must be approved by the City prior to making any changes. The City reserves the right to change the Recycling Collection schedule to weekly.

If the City wishes to change to weekly recycling collection for entire city, the city will notify the contractor to begin negotiations for the cost and terms and conditions. The negotiations will only pertain to the change to weekly recycling and the rest of the contract is not subject to negotiation.

5. YARD WASTE COLLECTION SERVICES TO BE PERFORMED BY CONTRACTOR

This section is specific to residential Yard Waste Collection and disposal services. The City provides a subscription-based weekly Collection program during Yard Waste season for all Customers.

5.1. General Collection and Disposal

The Contractor shall furnish all labor, materials, and equipment and perform all work for the weekly Collection and disposal of Yard Waste as a subscription-based program from approximately April through November each year.

Eligible Customers may subscribe for regular Yard Waste Collection service and receive a large (approximately 95-gallon) Yard Waste Cart. Yard waste including leaves, grass clipping, and twigs shall be collected in Contractor provided Yard Waste containers, brown paper lawn and leaf bags, or certified Compostable Bags. 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.

The Contractor must provide to existing and potential subscribers proposed prices for Yard Waste cart service, which includes an additional overflow of five Compostable Bags for Yard Waste. A price per bag for each bag over the five overflow bag limit must be included. Customers are to contact the Contractor for Collection of additional bags.

The Contractor must identify their proposed Composting Facility or Yard Waste transfer station to be utilized. This Contract requires Yard Waste collected from St. Anthony to be kept separate from other materials. Weight or cubic yard totals from St. Anthony Yard Waste loads shall be reported to the City. The Contractor shall retain Yard Waste load tickets (e.g., scale tickets) for City inspection upon request.

5.2. Frequency of Collection

The Contractor shall provide weekly Yard Waste Collection April 1 through November 30, and as requested by the City. The City retains the right to modify these dates slightly, depending upon the weather.

5.3. Christmas Tree Collection

As part of Yard Waste Collection services, the Contractor shall provide a separate Collection of live (cut) Christmas trees during each of the first three full weeks of January, at no extra cost to Customers. Collection services shall be provided on the same day of the week as the customer's regular Refuse and Recycling Collection.

Customers will be instructed by the City to set out "clean" Christmas trees only. Customers 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 Customer can still discard their tree (e.g., remove the contaminants, where it can be taken, etc.).

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

6. ORGANICS RECYCLING COLLECTION SERVICES TO BE PERFORMED BY CONTRACTOR

The City recognizes there are many Collection methods, new technologies, and Composting Facilities available today for Source-Separated Organic Material (e.g., residential food waste). The City has made no decisions yet about the specific method of collecting these materials, and planning will continue with the assistance of Hennepin County and Ramsey County. Finalization of Collection operations and related service fees under this Contract shall be negotiated in good faith between the City and the Contractor. The City reserves the right to discontinue planning for Organics Recycling Collection at any time.

If the City wishes to implement curb side food scraps recycling for entire city, the city will notify the contractor to begin negotiations for the cost and terms and conditions. The negotiations will only pertain to curb side food scraps recycling and the rest of the contract is not subject to negotiation.

7. OPERATING REQUIREMENTS

The items listed below are general requirements that are applicable to all materials (Refuse, Bulky Wastes, Appliances, Electronics, Recycling, and Yard Waste Collection).

7.1. Service Requirements

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

7.2. License to Operate

Contractor shall be properly licensed and insured to operate in the City of St. Anthony, Hennepin and Ramsey County, and the State of Minnesota, and shall comply with all statutes, regulations, and ordinances of the City, County, State, and federal governments in the execution of the Contract.

7.3. Non-Holiday Collection

Collections shall take place between 7:00 a.m. and 8:00 p.m. Mondays through Fridays except as stated below in Holiday Collection. The Contractor shall maintain the currently scheduled pickup day and approved Collection routes for Households. Any changes to the scheduled pick up days and Collection routes require prior written City approval.

7.4. Holiday Collection

The 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, the Contractor will make Collections one day after the regularly scheduled day. Collection shall be from 7:00 a.m. through 8:00 p.m. If a holiday falls on a weekend, the Collection will not be delayed.

7.5. Non-Completion of Collection and Extension of Collection Hours

If the Contractor determines the Collection of materials will not be completed by 8:00 p.m. on the scheduled Collection day, the Contractor shall notify the City by 3:30 p.m., and request an extension of the Collection hours. The Contractor shall inform the City of areas not completed, the reason for non-completion, and the expected time of completion. The Contractor may be charged Liquidated Damages for failure to notify the City.

7.6. Non-Completion of Collection Due to Weather Conditions

The 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 might jeopardize the safety of the Contractor's staff or result in unsafe driving conditions. If Collections are postponed, the Contractor shall notify the City via telephone and email by 7:00 a.m. or later if weather conditions change requiring postponement of collection for the remainder of the day. Upon postponement, the Contractor will make Collections one day after the regularly scheduled day if possible and so long as weather conditions allow. The Contractor shall communicate to all Customers that have had their Collection postponed due to a severe weather event. Designated City staff shall also be contacted at the same time with the same communication as Customers as another means of communicating about the severe weather event.

7.7. Manner of Collection

The Collection shall, at no time, create a nuisance or become injurious to the public health of persons living or working either within or outside the corporate limits of the City.

7.8. Returning Carts to Collection Point

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

7.9. 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 the Contractor.

7.10. Missed Pickups

The Contractor may be charged Liquidated Damages for non-compliant missed pickups, area-wide missed pickups, and administrative non-compliance, in accordance with Liquidated Damages.

7.11. City Retains Right to Specify Preparation Instructions

The Contractor agrees that it is the City's sole right to clearly specify the material preparation and setout requirements and such specifications shall be reasonable for Contractor's operations. The City will consult with the Contractor before finalizing these requirements. At the City's discretion, such information will be included in the City's education material.

7.12. Day-Certain Collection Days and Collection Routes

The Contractor shall comply with the City's day-certain Collection days designated as Wednesday and Thursday and the Contractor shall establish Collection routes established that provide for "same day" Collection of Refuse and Recycling on Wednesdays and Thursdays. The Contractor shall not change any routes or Collection days without the prior written approval of the City. The Contractor will work with the City to revise the routes when deemed necessary by either the City or Contractor. The Contractor will keep detailed route maps current and provide the City with revised route maps upon City request.

7.13. Material Clean Up Responsibilities

The Contractor shall clean up any materials spilled or blown during the course of Collection operations to the City's satisfaction. As stated in Section 8.2, Collection Vehicles and Equipment, 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.

7.14. Snowbird Policy

Residents at eligible RDUs who will be away from their home for a period of one (1) month or longer may contact the Contractor, no later than one week prior to the stop service date, to stop their services, and may subsequently contact the Contractor when they return to start their services, and such services shall restart on the RDU's next regularly scheduled collection day, provided that the Contractor is given at least five (5) business days' notice. No billing will take place for the period of time in-between such contact (e.g. residents will not be billed when on "vacation hold"). Vacation holds shall be limited to six months total in any one-year period; however, these restrictions do not apply to a deployed military service member (provided that there are no other residents at said RDU) or a completely vacant RDU.

7.15. Transporting of Materials

The Contractor shall transport Refuse, Recyclables, and Yard Waste materials to the Contract-designated facilities as required, or a 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.

7.14.1 Title to all Refuse, Recyclable Materials, and Yard Waste shall pass to the Contractor when such materials are placed into the collection vehicle with the exception of Unacceptable Materials. Ownership and liability of Unacceptable Materials, as defined in this Contract, shall remain with the individual Residential customer. Contractor employees shall have the right to reject collection of any waste containing Unacceptable Materials, and shall label material with reason for rejection.

7.16. Weight Reports

The Contractor shall maintain weight tickets for each load of Refuse and Recyclables materials delivered and provide a weight report to the City upon request. At a minimum, the Contractor shall provide an annual report to the City of Refuse and Recyclables tonnage by January 15 each year. Yard Waste amounts may be reported by cubic yards along with the Contractor's estimate of the amount by weight.

7.17. Protecting Utilities

The 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 Contract, the Contractor shall repair or replace the same at no cost to the City. If the Contractor fails to do so promptly, the City will repair or replace the damaged utilities, and bill the Contractor for the full cost.

7.18. Damage to Property

The Contractor shall take all necessary precautions to protect public and private property. The Contractor shall repair or replace any private or public property damaged by Contractor in the course of performing its duties under this Contract, including but not limited to: structures, driveways, landscaping, retaining walls, fences, mailboxes, and Collection Carts.

Such property damage shall be addressed for repair or replacement, at no charge to the City or property owner, within 48 hours. If the Contractor fails to address the repair or replacement of the damaged property within 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. The Contractor shall reimburse the City for any such expenses within 10 days of receipt of the City's invoice.

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

7.19. Street Improvements

This Contract is subject to the rights of the State of Minnesota, Hennepin and Ramsey County or the City to improve their highways and streets. The 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 compensation 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 an improvement area.

7.20. Cart Ownership and Management

The Contractor shall be responsible and pay for all aspects of Cart ownership, management, and operations, including but not limited to transportation from the manufacturer, ordering, receiving, assembly, distribution, excess Cart inventory, spare parts inventory, warranty maintenance, and other repairs up to normal wear and tear. Damage beyond normal wear and tear is the responsibility of the Residential customer. This includes, but is not limited to: Abuse or misuse (e.g., fire, ashes); Total destruction of Cart (e.g., hit by car); Stolen or lost Cart; and Graffiti.

7.20.1. Refuse Cart Details

Each Household shall receive one small, medium, or large Refuse cart. A second Refuse cart may be obtained at a reduced cost.

Color and labeling of the Refuse Carts must distinguish them from the Recycling Carts and Yard

Waste Carts.

7.20.2. Recycling Cart Details

Each Household shall receive at least one Recycling Cart that may be obtained at no additional Collection cost.

Color and labeling of the Recycling Carts must distinguish them from the Refuse Carts and Yard Waste Carts.

7.20.3. Yard Waste Cart Details

Each Household can receive one large Yard Waste Cart on a subscription basis.

Color and labeling of the Recycling Carts must distinguish them from the Refuse Carts and Yard Waste Carts.

7.20.4. Cart Exchange

Customers may elect to change Refuse and Recycling Cart sizes or add/remove a Cart once per the calendar year without additional charge.

7.21. Extra Services

The Contractor shall make available or provide the following extra services, beyond the standard City service. The Customer will contact the Contractor directly to request extra services Collection of the items. Subject to the provisions below, the Contractor shall be responsible for collecting and billing for all service charges and fees for extra services. The payment method and schedule will be left to the discretion of the Contractor but shall be specified in writing to the City.

7.21.1. Walk-Up Service

Customers with physical limitations shall be entitled to the Walk-Up Service at no additional charge. The Contractor shall determine eligibility for Walk-Up Service, which shall comply with any applicable federal, state, or local laws and regulations.

7.21.2. Bulky Waste, Appliance and Electronic Collection

The Contractor shall provide Bulky Waste, Appliance, and Electronics Collection services as an optional service for Customers upon request. Contractor may, with City approval, license and contract with additional contractors to provide Bulky Waste, Appliance and Electronic Collection services. All Bulky Waste items shall be collected, transported, weighed, and disposed of at a licensed facility. The Collection of any materials with hazardous components will not be allowed in the same vehicle as Refuse Collection. All Electronics, Appliances, tires, or other items regulated by the state shall be collected, transported and recycled or disposed separately in compliance with State Law and the Contractor shall be properly certified to collect Appliances and Electronics in the State of Minnesota.

The Customer will contact the Contractor directly to request a Collection of the items. The 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 the Contractor but specified in the Price

Worksheet and/or other RFP Forms. The Contractor shall report Collection data in the format and frequency requested by the City (See Annual Reports).

7.21.3. Frequency of Extra Services Collection

The Contractor shall provide Refuse and Yard Waste Collection service to customers at least weekly for the term of this Contract.

7.21.4. Recording

The Contractor shall input Customer information and service request information into the Customer service database. Upon request from the City, the Contractor must present Customer service reports (including service levels) to the City.

8. VEHICLE AND EQUIPMENT REQUIREMENTS

8.1. Vehicle License

All Collection vehicles used in the performance of the Contract shall be duly licensed and inspected by the State of Minnesota. The Contractor shall obtain all required licenses from the City, County, and State necessary to operate the Collection vehicles.

8.2. Collection Vehicles and Equipment

When feasible, vehicles used in the City for Collections under this Contract should 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) as feasible; and as free from odors as possible. The Contractor shall demonstrate a commitment to reducing air pollution from Collection vehicles.

All vehicles must be clearly identified with the 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.
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

8.3. 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 another place longer than is reasonably necessary for Collections.

8.4. 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 creating traffic hazards.

8.5. Vehicle Fluid Spills Responsibilities

The Contractor shall report all hydraulic fluid spills and leaks to the City and the Contractor's supervisor within one hour of occurrence, or as soon as reasonably possible. If City staff is unavailable, spills must be reported to the Public Works on-call person (612-240-4931). The Contractor is responsible to clean up spills. Reporting all spills and leaks to the City does not replace any state reporting obligations, including, for example, the state requirement for the Contractor to report spills to the Minnesota Duty Officer if the spill is over five (5) gallons.

9. PERSONNEL REQUIREMENTS

9.1. Designated Supervisor

Contractor shall have a designated supervisor to do the following: manage its drivers and other workers (e.g., helpers); interact with the City staff to address problems as they arise; meet with the City whenever it is deemed necessary by the City; interface directly with Customers when deemed necessary by the City; and have continual direct communication with Contractor's Customer service staff and haulers. The designated supervisor shall also be readily available to meet or otherwise communicate with the City on an as needed basis.

9.2. Personnel Conduct

1. The Contractor's personnel shall be trained both in program operations and in Customer service to ensure all personnel maintains a positive attitude when dealing with City staff and Customers. Contractor personnel shall 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, 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, including the speed limits.
6. Manage Carts in a careful manner by rolling, picking them up, emptying their contents into the Collection vehicle, and placing (not throwing, kicking or sliding) the Cart back to their designated location so as to avoid spillage and littering or damage to the Cart or property.

7. Monitor streets and alleys for any spillage and be responsible for cleaning up any litter or breakage, which are generated by Contractor or Residential customers and where such services would be within scope of this Contract.
8. Avoid damage to property and report any damage they cause or observe to the City staff.
9. Contractor's employees shall not collect or scavenge through the Collection or other materials in any manner that relates to the contracted services. The Contractor shall immediately report to the City any instances of suspected scavenging or unauthorized removal of materials from any Collection Carts to St. Anthony Police non-emergency dispatch at 612-782-3350.

10. CUSTOMER SERVICE REQUIREMENTS

This section describes the minimal amount of Customer service required and shall not limit the 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, social media, and websites.

10.1. Staffing

The Contractor shall provide full-time oversight of the City's Collection, and shall administer its obligations to provide quality service to Customers of St. Anthony. The Contractor shall maintain a local, Twin Cities-based office equipped with telephones, email capability, and be staffed with sufficient personnel to effectively handle inquiries, complaints, and/or receive instructions. The Contractor shall provide adequate staff to handle phone calls and emails from St. Anthony Customers. The office shall be staffed by a person from 7:00 a.m. to 5:00 p.m. Monday through Friday except for the legal holidays. Overflow calls can be answered by an answering machine or voicemail system.

10.2. Responding to City Calls or Email

Contractor shall address all voicemail and email correspondence with a return call or email to the City within one hour 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.

10.3. Responding to Customer Calls

The Contractor will receive customer inquiries; complaints; requests for Walk-Up Service, Extra Collection and Appliance, Electronics and Bulky Waste 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 30 minutes if the Customer contacted the Contractor between 7:00 a.m. and 5:00 p.m. and by 9:00 a.m. the next consecutive working day if the call or email was made after business hours.

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 the Contractor's email system shall be able to receive emails during non-office hours for review and response during office hours.

10.4. Documentation of Customer Calls

The Contractor shall use a database for recording and tracking Customer issues. The database will include all City Customer communications regarding inquiries, complaints, service requests and other issues. The Contractor shall input all required fields and update notes and comments as appropriate. Each month or otherwise as requested by the City, the Contractor shall provide the City a list of all Customer complaints, the nature of these complaints, and a description of how each complaint was resolved. The names of each complainant and contact number or e-mail address must be included.

10.5. Accurate Responses to Customer Questions

The Contractor will produce a fact sheet containing frequently asked questions ("FAQs") that are commonly received from residents about the City's Collection programs. The FAQs fact sheet will also contain the recommended standard responses to be given by the City and Contractor customer service call center staff.

Before the FAQ fact sheet is finalized, the Contractor will solicit input and comments from the City, but responsibility for the final document will rest with the City. The City may from time-to-time update the FAQs fact sheet as needed and will notify the Contractor and solicit input on the changes.

The Contractor's customer service call center staff serving the City shall be trained on the use and compliance requirements for following the FAQ fact sheet when answering questions from City residents.

The City will notify the Contractor immediately if the City receives any legitimate complaints about the accuracy of answers given by the Contractor's customer service call center staff. The Contractor shall take corrective action to fix the mistake and notify the City of the actions taken and means to prevent reoccurrence.

The City may make anonymous phone calls to the Contractor acting as if the call is from the general public to ask selected questions. If such calls are made, an email report summarizing the accuracy of the customer service representatives' responses will be provided back to the Contractor.

11. MEETINGS AND REPORTING REQUIREMENTS

The 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. All reports shall be in an electronic format (e.g. MS Excel or Word) and should be submitted electronically to the City.

11.1. Performance Meeting

The Contractor and City will meet at least once per year, to discuss general operations.

11.1.1. Annual Performance Review Meeting

Upon receipt of the Contractor's annual report, the City shall schedule an annual meeting with the 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 the Contractor has made to expand Recyclables markets (Recycling only).
3. Review Contractor's performance based on feedback from Customers to City staff.
4. Review Contractor's promptness and accurateness 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 City staff recommendations for improving the Contractor's service.
7. Discuss other opportunities for improvement during the remaining years of the current Contract Term.
8. Review Contractor's annual progress on reducing greenhouse gas emissions from its activities under this Contract.
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).

11.2. Annual Reports

11.2.1. Clean-Up Event Price List

At least eight weeks prior to the City's Spring Clean-Up Event, the Contractor shall submit a comprehensive list of items they will collect at the City's Spring Clean-Up Event. The list will include corresponding unit costs to be charged to Customers for each item or another method such as cost per vehicle type.

11.2.2. Bulky Waste, Appliances, and Electronics

By December 1 each year, the Contractor shall submit comprehensive lists of the items to be collected the following year, along with an average cost for the Customer for pick up, as listed in the Price Schedule.

11.2.3. Program and Material Report

By January 15 each year, the 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. Total number of Customers.

2. Total number of Refuse Carts and Recycling Carts in service.
3. Tons of Refuse, Recycling, Yard Waste, appliances, Electronic Waste, and other Bulky Waste items collected (Recycling should be broken down by commodity) from residential Customers.
4. Tons of Refuse, Recycling, appliances, Electronic Waste and other Bulky Waste items collected (Recycling should be broken down by commodity) from City Buildings, parks facilities, and events.
5. Current trends in the solid waste industry that may have an impact on the City's program.
6. Recovery rates (i.e. pounds per household for Recycling).
7. Results of the Recycling Composition Analysis, including amount of Contamination as Collected. Set-out and participation rates:
 - a. Number of residential Refuse accounts by service level (cart size, Collection frequency)
 - b. Number of accounts with multiple Refuse carts
 - c. Number of Recycling accounts by service level
 - d. Number of accounts with multiple Recycling carts
 - e. Number of Yard Waste cart subscriptions
 - f. Number of Yard Waste "on-call" or overflow bags set out
 - g. Number of Bulky Waste "on-call" Collections
 - h. Number of accounts with Walk-Up Service
8. Hauler Report as submitted to the Minnesota Pollution Control Agency.
9. Efforts Contractor has made to reduce Contaminants as Collected and Process Residuals as well as increase diversion.
10. Contractor suggestions to improve the City's program.
11. Recommended public education plan for the next year.
12. Any other notable issues or happening over the past year.

11.2.4. Summary of Customer Service Complaints

By January 15 each year, the Contract shall provide a summary of the number of Customer calls by type of complaint and summary for how these were resolved as requested by the City.

11.2.5. Recycling Composition Analysis Report

The Contractor shall conduct at least one materials Composition analysis of the City's Recyclables during October of each year to estimate the relative amount by weight of each Recyclable commodity by grade. The results of this analysis shall include:

- ◆ Percent by weight of each Recyclable commodity by grade as collected from the City;
- ◆ Relative change compared to the previous year's Composition;
- ◆ Percent by weight of the contaminants as collected from the City; and

- ◆ A description of the methodology used to calculate the Composition, including number of samples, dates weighed, and City route(s) used for sampling. The Contractor shall provide the City with a copy of the analysis for each year of the Contract.

11.2.6. Vehicle Report

By January 15 each year, the 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.

11.2.7. Annual Work Plan

By January 15 each year, the 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. PAYMENTS

12.1. Payment Responsibilities

The Contractor will invoice Customers directly for Refuse, Recycling, Yard Waste and other solid waste Collection services, and offer Customers the ability to pay and receive bills electronically. The Contractor shall invoice customers for Extra Collection Services, Bulky Waste, appliances, Electronic Waste, and other Bulky Waste Collection services as detailed in the Price Schedule document in the Exhibits. Upon request of the City, the Contractor will provide invoices to the City to be audited.

12.2. Rate or Fee Increases

Any attempt by the Contractor to increase any rate or fee not specified in this Contract or the associated RFP shall be null and void and may subject the Contractor to the default remedies of the Contract. In addition, any proposed request for retroactive City approval of any rate or fee increase already imposed on Customers will be denied by the City. Fee decreases can be implemented by the Contractor without City approval but must be reported to the City Manager at least two weeks prior to the decrease.

12.3. Delinquent Accounts

Delinquent accounts shall be defined as those Customers who have not paid and are 90 days past due with a balance of at least \$50. The Contractor will be responsible for collecting all charges from each Household. The Contractor shall make good-faith efforts to collect all amounts due, including but not limited to: past due notification mailings, phone calls and/or use of a Collection agency. All such efforts shall be documented and paid for by the Contractor. The Customer must be sent at least three notices during this time of amounts past due, no more than two of which shall be in electronic form.

The Contractor will be responsible for sending the City a list of the delinquent accounts by no later than August 31st of each year, and then provide updates to the City as requested. The City will certify to either Hennepin or Ramsey County, on an annual basis, all delinquent accounts. These amounts will be payable with the owner's property taxes. The City will certify the total of delinquent amounts to be assessed by the City no later than November 30 each year, and reimbursement to Contractor by January 1 the following year.

12.4. Late Fees

The Contractor may impose late fees to accounts that are 30 days past due. A maximum late fee totaling 10% of the balance due may be applied to the account.

13. PUBLIC INFORMATION AND EDUCATION

13.1. City Public Education Activities

The City will also have a series of public education responsibilities including such activities as:

- ◆ With advice from the Contractor, adopting clear and reasonable standards for Customers to comply with solid waste program requirements (e.g., How and when to set out carts for Contractor pickup; Types of materials that are acceptable vs. prohibited; Sorting and preparation instructions; etc.).
- ◆ Maintaining and updating the City's "Garbage & Recycling" website including all related sub-pages including the Customers' compliance standards and the current Contract rates and fees.
- ◆ Customer service complaint assistance for Customers who are not satisfied with the Contractor's service. Customers must first contact the Contractor before contacting the City.
- ◆ "Leave behind education tags" – If the Customers sets out a prohibited item that cannot be collected, the Contractor's Collection crew leaves behind a reminder card/notice for the Customers that is left with or attached to the prohibited item.

Other City public education tasks shall be negotiated in good faith between the City and the Contractor and reduced to writing.

13.2. Contractor Public Education Activities

This is the minimum list of public education materials the Contractor shall provide. The Contractor shall provide the City with a draft of all Contractor public education tools prior to dissemination for review and approval at least two weeks prior to going to print or release. The Contractor shall work with the City to implement technology such as, but not limited to, mobile apps, text notifications, and website content outlined in their proposal to provide enhanced education during the Contract.

13.2.1. Annual Calendar

The Contractor shall produce and direct mail an annual calendar specific to the City of St. Anthony's Refuse, Recycling, Yard Waste and Bulky Waste Collection services. The calendar shall specify Collection days for Refuse and Recycling. The calendar shall also include acceptable and prohibited items. This calendar should be distributed to the Customers by December 20 of each year, with review and approval from the City ahead of time as specified above.

13.2.2. Quarterly Newsletter

The Contractor shall produce information to be included (at the City's discretion) in the City's quarterly newsletter that provides updates on important and current news items about the City's

solid waste and Recycling program.

13.2.3. Educational Tags

The 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.

13.2.4. Educational Tagging Procedure for Unacceptable Materials

The 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.

13.2.5. Customer Education

The 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 are 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 Funding Policy requirements and Ramsey County guidelines. The Contractor shall not mail any Contract-related educational materials to City Customers or customers without prior approval from the City.

13.2.6. Provide Industry-Related Information

The 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.

13.2.7. Facility Tours

The Contractor shall host or coordinate one tour annually during the term of the contract. Tours sites shall be of local Recycling, composting, waste to energy, 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 for City Customers and City staff at no additional cost to the City.

13.2.8. Community Event Education

The 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.

14. LIQUIDATED DAMAGES

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

This Contract requires the Contractor to meet the following performance standards:

- ◆ Deliver quality and timely Refuse, Recycling, Yard Waste, and other solid waste Collection services to residents as set forth in the referenced RFP, Contractor's proposal and clarifications, and this Contract.
- ◆ Meet other conditions as described herein for Collection and transportation of Refuse to the designated Refuse disposal facility.

The City and Contractor shall communicate on a regular and as needed basis related to Customer complaints, accidents, and other incidents. The following general incident escalation procedure provides a general guide for managing such communications as efficiently as possible.

- ◆ Simple complaints and incidents may be handled with verbal communications only (e.g., phone calls).
- ◆ Significant complaints and incidents must be recorded in writing via at least email. A proposed cure and response timeline shall be discussed.
- ◆ If a problem is not cured within the proposed timeline, a second email should be used to communicate a new timeline.
- ◆ If a problem is still not cured within the new timeline of a second email, the City may send a letter indicating a new cure timeline and warning that liquidated damages may be imposed if the problem is not resolved.
- ◆ If a problem is still not cured with the new timeline of the letter, the City will send a letter and email notifying the Contractor that liquidated damages will be imposed.
- ◆ If a problem remains chronic and uncured, the City may initiate Contract breach procedures to notify the Contractor.

This Contract establishes liquidated damages for failure to meet selected, example performance standards. Not all Contract performance standards are listed in this section, but may still incur liquidated damages. These liquidated damages are independent of default and breach provisions addressed elsewhere in this Contract. City and Contractor expressly agree that the potential harm or injury to City caused by the incidents of substandard performance set forth in this Contract are difficult or impossible to accurately estimate. City and Contractor stipulate that each damage dollar amount in this Contract is a reasonable estimate of the probable loss to the City and the general public.

The existence or recovery of liquidated damages shall not preclude City from recovering other damages in addition to the payments made hereunder which City can document as being attributable to the above referenced failures. In addition to other costs that may be recouped, City may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney's fees if applicable.

The City, after completing the general incident escalation procedure set out in this Section or after good faith discussions with the Contractor's designated point of contact, may assess liquidated damages in the amounts specified below for failure of the Contractor to fulfill its obligations, in addition to any other remedies available to the City.

The amounts listed below are for liquidated damages for losses suffered by the City and are not penalties. Liquidated damages shall be paid within 30 days after assessment by the City and 10 or more such major incidents in a six month period may constitute grounds for termination of the Contract without the ability to cure.

The Contractor will be charged liquidated damages for non-compliant missed pickups, area-wide missed pickups/route non-completion, administrative non-compliance and/or other performance failures, as listed below. Liquidated damages will only be assessed for administrative non-compliance after the City has provided written warnings to the Contractor and given the Contractor an opportunity to correct the violation.

14.1. Non-Compliant Missed Pickup

Whenever the City or a Customer notifies Contractor before 12:00 p.m. of locations that have not received scheduled service, the Contractor shall be required to service such locations before 8:00 p.m. the same day. When notified after 12:00 p.m., the Contractor shall be required to service such locations no later than 4:00 p.m. the following day, excluding Saturdays, Sundays, and Holidays. Missed pickup calls shall be entered, by Contractor, into the Contractor'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 for each non-compliant missed pickup per Section 14.3.

14.2. Area-Wide Missed Pickup/Route Non-Completion

An area-wide missed pickup or a non-completion of the 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 8 p.m. on any scheduled Collection day. Whenever the Contractor misses an area that should have received scheduled service, the City shall invoice the Contractor according to Section 14.3.

14.3. Administrative Non-Compliance

Whenever Contractor performs services in a non-compliant manner, as determined by the City, and Contractor has failed to cure, the City shall invoice Contractor up to \$2,500 per occurrence.

Assessment amounts may vary and shall be proportional to the severity of the violation. Examples include, but are not limited to, items such as:

- ◆ Failure to operate during basic operating hours.
- ◆ Failure to complete the Collections within the specified timeframes without proper notice to the City.
- ◆ Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner.
- ◆ Failure to accurately answer a resident's question to the Contractor's Customer service call center.
- ◆ Failure to report and clean-up hydraulic spills or clean-up material spills within one hour of notification.

- ◆ Failure to maintain vehicles in proper working order.
- ◆ Failure to report on changes in the location of disposal sites or materials processing operations.
- ◆ Failure to receive written City approval before making changes to the Collection and Disposal systems.
- ◆ 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 provide customers notice when they are in violation of City Collection regulations (educational tagging).
- ◆ Failure to return Carts to their original location.
- ◆ Failure to follow Spring City-Wide Clean-Up Event requirements.
- ◆ Failure to correct chronic problems.
- ◆ Disposing of material at an alternate facility without prior approval from City.
- ◆ Failure to provide educational tours in accordance with this Contract.
- ◆ Failure to staff an event on mutually agreed upon dates.

The Contractor shall be liable for liquidated damage amount(s) upon determination of the City that performance is not consistent with the provisions of the Contract.

The City shall notify the Contractor in writing or electronically of each act or omission discovered by the City, and provide the Contractor with a proposed cure and response timeline pursuant to the compliant escalation procedure set forth in section 14, pages 23-24 of this Contract which shall allow Contractor a practicable period of time in which to cure the issue, and in no circumstance less than one business day from Contractor's receipt of the complaint. It shall be the duty of the Contractor to take whatever steps or actions may be necessary to remedy the cause of the complaint.

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

Contractor shall not be deemed to be liable for liquidated damages 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, or inclement weather severe enough that trucks cannot safely make Collections.

15. 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 the Contractor and the City. The Contractor shall provide the City with a digital copy of the Contractor's business continuity plan when there is a declared emergency or disaster affecting the City.

16. TERMINATION OF CONTRACT

16.1. City May Terminate

The City reserves the right to terminate this Contract for Contractor's material default of this Agreement. In the event of material default, the City must serve written notice upon the Contractor of the City's intent to terminate. Unless the Contractor has cured the default within twenty-one (21) days after the City served such notice of default, the Contract shall terminate. The City and the Contractor may agree to a continuance period in which the Contractor must cure the default.

Upon termination, the City may retain another Contractor or assign City employees and equipment to perform the services to be provided by the Contractor.

16.2. City's Rights Upon the Contractor's Failure to Perform

In addition to the right of the City to terminate this Contract, upon failure of Contractor to fulfill any of the provisions of the Contract, the City may hire such persons, or assign such City employees and equipment, as may be necessary to perform such work. The cost and expense thereof may be charged and deducted from amounts due to Contractor, collected from Contractor as damages, or collected by recourse from Contractor's letter of credit or escrow account required by Section 22 of this Contract.

16.3. City's Claim for Damages

Failure by the Contractor to perform its obligations under this Contract may also result in claims by the City for any damages to the City as a result of Contractor's failure to perform. The City shall inform Contractor of such failures in writing. The Contractor shall have seven days from the date of notice to correct such failures before the City may make a claim for actual damages.

16.4. Attorneys' Fees and Costs

In the event of the Contractor's failure to perform its obligations under the Contract, the Contractor agrees to pay, in addition to the liquidated damages and 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 Contract.

16.5 Mediation

The City and Contractor agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Contract to mediation. The parties shall decide whether mediation shall be binding or non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies.

17. DATA PRACTICES ACT

This Contract is subject to the Minnesota Government Data Practices Act and, pursuant to Minnesota Statutes § 13.05, Subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the Contractor must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes § 13.08 apply to the Contractor. The Contractor does not have a duty to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Contract.

18. ACCESS TO RECORDS AND DATA

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

19. INDEMNIFICATION

Contractor shall defend, 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 misconduct or negligent or grossly negligent performance of this Contract by Contractor, Contractor's employees, agents or subcontractors.

20. INSURANCE

20.1. Insurance Requirements

The Contractor shall not commence work under the contract until they have obtained all the insurance described below. The Contractor shall maintain such insurance in force and effect throughout the term of the contract.

The Contractor is required to maintain and furnish evidence satisfactory to the City of the following insurance policies:

20.1.1. Workers' Compensation Insurance

Except as provided below, Contractor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the state of Minnesota, including coverage b, employer's liability. Insurance minimum limits are as follows:

\$100,000 – bodily injury by disease per employee

\$500,000 – bodily injury by disease aggregate

\$100,000 – bodily injury by accident

20.1.2. Commercial General Liability Insurance

Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$5,000,000 – per occurrence
\$5,000,000 – annual aggregate
\$5,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

- ◆ Premises and Operations Bodily Injury and Property Damage
- ◆ Personal and Advertising Injury
- ◆ Blanket Contractual Liability
- ◆ Products and Completed Operations Liability
- ◆ City of St. Anthony named as an Additional Insured, to the extent permitted by law.

20.1.3. Commercial Automobile Liability Insurance

Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$5,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

- ◆ Owned, Hired, and Non-owned Automobile
- ◆ Pollution liability-Broadened coverage for covered autos under form CA9948

20.1.4. Additional Insurance Conditions

- ◆ Contractor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the City of St. Anthony with respect to any claim arising out of Contractor’s performance under this contract;
- ◆ If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the City of St. Anthony within five business days with a

copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be canceled without at least 30 days advance written notice to the City of St. Anthony, or 10 days notice for non-payment of premium;

- ◆ The Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- ◆ If the Contractor is self-insured, and self-insurance is allowed by the City of St. Anthony, a Certificate of Self-Insurance must be attached;
- ◆ The Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits.
- ◆ Contractor shall obtain insurance policy(ies) from the insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- ◆ An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

20.1.5. Certifications of Insurance

The successful responder is required to submit Certificates of Insurance acceptable to the City of St. Anthony as evidence of insurance coverage requirements prior to commencing work under the contract. Thereafter, the Contractor shall annually provide Certificate of Insurance to the City of St. Anthony that the insurance required by this contract is in effect,

20.2. 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 \$2,000,000 for each occurrence and \$2,000,000 aggregate and shall continue for a two-year period following termination of this Contract.

20.3. City as Additional Insured

The Commercial General, Auto, and Environmental insurance policies shall provide for the City as an additional insured party.

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. TERMINATION

The City reserves the right to immediately terminate the contract if the Contractor does not comply with the insurance requirements and fails to cure the issue within 10 days from such notice and

retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

22. FINANCIAL GUARANTEE (ESCROW ACCOUNTS AND LETTERS OF CREDIT)

This Contract shall not be in effect until Contractor has funded an escrow account or provided, at no cost to the City, an irrevocable letter of credit or other financial guarantee acceptable to the City Attorney, such as a performance bond, in the sum of \$250,000 for the benefit of the City. The escrow account, letter of credit, or other financial guarantee shall be held by a United States bank authorized to do business in the State of Minnesota to secure the faithful performance of this Contract by Contractor, conditioned that Contractor shall well and truly perform and carry out the covenants, terms, and conditions of the Contract in strict accordance with its provisions, and shall not be cancelable during the term of this Contract. The form and content of the performance bond, letter of credit or escrow agreement shall be in a form approved by the parties, and shall be in place for the entire duration of this Contract.

The City shall be able to draw upon the letter or credit or escrow account if it follows the procedures set forth below, even if there is a dispute as to whether there has been an act or omission that would entitle the City to draw upon the letter of credit or escrow account. Whenever the City draws upon the letter of credit or escrow account and the payment is not disputed, the Contractor shall replenish the letter of credit or escrow account to its full original value within ten (10) business days after the Contractor has been tendered delivery by certified mail, return receipt requested, of the City's request for payment.

If the Contractor fails to pay the City after thirty (30) business days' notice of imposition of liquidated damages, or fails to repay the City within thirty (30) business days of any damages, costs, or expenses which the City incurs as a result of the Contractor's failure to fulfill its obligations, the City may immediately request and receive payment of the amount thereof from the financial institution holding the letter of credit or escrow account, and upon making such request for payment, the City shall notify the Contractor of the amount and date thereof.

The rights reserved to the City with respect to the letter of credit or escrow account are in addition to all other rights of the City, and no action, proceeding or exercise of a right with respect to such letter of credit or escrow account shall affect any other right the City may have. If the City draws on a letter of credit or escrow account in error, or if through negotiation, mediation, court action, or other resolution of the dispute it is determined that all or a portion of the draw should be refunded, the City shall refund such amount within ten (10) business days.

23. NON-DISCRIMINATORY PRACTICES

Minnesota 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.

The Contractor acknowledges and agrees that in its performance of the Contract:

1. That, in the hiring, pay or promotion of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier, or vendor, shall discriminate against any persons who are legally eligible to work in the United States and who are qualified and available to perform the work to which the employment relates;
2. That no Contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment or performance of work of any person or persons identified in clause one of this section.
3. That a violation of this section is a misdemeanor.

24. 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 Contract. Contractor shall not subcontract, assign, or transfer any part of its duties or obligations in this Contract nor shall Contractor assign any monies due, or to become due, without the City's prior written consent.

25. NOTIFICATION

When this Contract 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:

David Pfuhl
Chief Operating Officer
Aspen Waste
2951 Weeks Avenue SE
Minneapolis, MN 55414
612-884-8003

For City:

Ms. Nicole Miller	Mr. Charlie Yunker
Assistant to the City Manager	City Manager
City of St. Anthony 3301 Silver Lake Road St. Anthony, MN 55418	City of St. Anthony 3301 Silver Lake Road St. Anthony, MN 55418

26. SEVERABILITY

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

27. WHOLE CONTRACT

This Contract, together with all Exhibits, embodies the entire Contract between the parties including all prior understandings and agreements (including the City's Request for Proposals released in July 2022 and the Contractor's proposal submitted July 29, 2022 incorporated herein by reference) and may not be modified except in writing signed by all the parties.

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

CITY OF ST. ANTHONY

By: _____
Randy Stille , Mayor

By: _____
Charlie Yunker , City Manager

[CONTRACTOR]

By: _____
[CONTRACTOR]

By: _____
[CONTRACTOR]

SOLID WASTE AND RECYCLING COLLECTION CONTRACT: EXHIBITS

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EXHIBIT A - PRICE SCHEDULE

Price Worksheet

Refuse:

(Proposed prices before taxes or environmental fees)

Service Level (Approximate cart size)	Collection Frequency	Collection Fee Only	Disposal Fee Only	Units
Small cart (35-gallon)	Every other week	\$ 7.75	\$ 3.00	per household per month
Small cart (35-gallon)	Weekly	\$ 8.50	\$ 4.00	per household per month
Medium cart (65-gallon)	Weekly	\$ 10.50	\$ 4.50	per household per month
Large cart (95-gallon)	Weekly	\$ 12.50	\$ 5.00	per household per month
Additional large Refuse cart	Weekly	\$ 6.70	\$ 2.30	per household per month

Recyclables:

(Including collection, processing and marketing. No risk/revenue sharing.)

Collection Frequency	Recycling Fee	Units
Every other week	\$ 5.75	per household per month
Weekly (alternate)	\$ 11.50	per household per month

Yard Waste:

(Includes collection and processing at a composting facility)

Service Level	Collection Frequency	Yard Waste Fee	Units
Full season subscription with a cart (Up to five extra bags included per week)	Weekly	\$ 100.00	per household per year
Overflow yard waste bags (On-call, or subscription with over five bags per week)	As needed (on call)	\$ 3.50	per bag
	Weekly (subscription)		

Bulky Waste:

(On call service. Submit a separate sheet with comprehensive list of proposed prices per item.)

Service Level	Collection Frequency	Bulky Waste Fee	Units
Bulky waste items	As needed (on call)	\$ 45.00*	average price per item

*See attached pricing list

**Residential Solid Waste Collection Services Contract Prices for:
Bulky Waste Items and Electronic Waste Items**

Bulky waste services:

Additional Services

(base collection and disposal services only; may be subject to taxes and fees, not included)

Size	Example Items	Weight	Amt of Metal	Rate per Item
Small items (without Freon)	Small furniture, lawn furniture, lawn mower, ottoman, small chair, bookcase, small table, small desk, wooden chair, end table	Less than 50 pounds	n/a	\$35.00
Small items (with Freon)	dehumidifier			
Large appliances (without Freon)	Stove, snow blower, hide-a-bed	More than 50 pounds	More than 50% metal	\$55.00
Large appliances (with Freon)	Refrigerator, freezer		More than 50% metal	
Large furniture	Sofa, love seat, box-spring, reclining chair, wooden picnic table		Less than 50% metal	
Mattresses	All size mattresses	n/a	n/a	\$60.00

Electronic waste services:

(base collection and disposal services only; may be subject to taxes and fees, not included)

Size	Example Items	Weight	Screen or CRT Monitor	Rate per Item
Small items	Computer hard drive, keyboard, VCR, DVD	Less than 20 pounds	No screen or monitor	\$30.00
Large items	Computer monitor, television	More than 20 pounds	With screen or monitor	\$40.00
Extra-Large items	Tube TVs (must identify type & approx. weight at time of scheduling)	= or > 100 pounds	n/a	\$80.00

Additional Services:

Overflow trash: \$3.50/ bag
Late set out fee: \$20.00

EXHIBIT B – RECYCLABLE MATERIALS LIST

Accepted Recyclable Materials List

- Plastic bottles and other rigid containers, plastic types #1, #2 and #5
 - Water, soda, milk, juice and other beverage bottles, dish soap bottles, shampoo bottles, soap and lotion bottles, detergent jugs, yogurt cups, pudding & fruit cups, margarine/whip cream tubs, cottage cheese & similar containers, clear produce, deli & take out containers
- Glass
 - Food and beverage bottles and jars only
- Metal
 - Food cans & beverage cans
- Paper
 - Mail, office and school papers, magazines & catalogs, newspapers & inserts, phone books
 - Boxes and cardboard
 - Cardboard, cereal, cracker, pasta, tissue, shoe, gift, electronic boxes, toothpaste & other toiletry boxes
- Recyclable Cartons
 - Milk and juice cartons, juice boxes, soup, broth, and wine cartons

Not Acceptable Recyclable Materials List

- Plastic bags
- Food waste
- Sharps and medical waste
- Food waste
- Bulky items
- Shredded paper
- Diapers, pet waste, and fish waste
- Hazardous products
- Foil pouches, bags, wrappers
- Dishes and vases
- Plastic straws & utensils
- Refrigerator & freezer boxes
- Polystyrene foam (Styrofoam®)
- Aerosol cans
- Batteries and electronics
- Carpeting
- Foam cups, containers, packaging
- Light bulbs, window glass, heat-treated glass, ceramics, mirrors
- Paper drinking cups, plates, napkins, towels and tissues
- Propane, fuel tanks, and oxygen tanks
- Scrap metal and wood
- Textiles / clothing
- Yard waste
- Tanglers (wires, ropes, chains, cords, and hoses)

The Contractor may propose additional materials be added to the list. Additionally, if any agreement the City has with Hennepin or Ramsey County at any time during the term of this Contract requires the collection of additional materials, the 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.

EXHIBIT C - MUNICIPAL FACILITIES

As part of this Contract, the following municipal facilities will receive Refuse and Recycling services as stated below.

Building	Address	Material Type	Quantity and Type of Receptacle	Frequency of Disposal
Public Works	3801 Chandler Drive	Refuse	One eight-yard dumpster	Weekly
		Recycling	One four-yard dumpster	Every other week
Fire Department	3505 Silver Lake Road	Refuse	Two large carts	Weekly
		Recycling	One large cart	Every other week
City Hall/Community Center	3301 Silver Lake Road	Refuse	One four-yard dumpster	Twice a week
		Recycling	One six-yard dumpster	Every other week
Central Park Pavilion	3503 Silver Lake Road	Refuse	One four-yard dumpster, locked	Twice a week from May 1 to September 30
St. Anthony Village Wine and Spirits	2602 39 th Ave NE	Recycling	One two yard Balemeister	Twice a week
		Refuse	One two yard dumpster	Twice a week