

Form H: Certification of Acceptance of the Draft Agreement or Notification of Proposed Exceptions

Highland Sanitation + Recycling Inc [Proposer's Company Name] has reviewed the draft Agreement (Attachment 2) in the RFP.

- ☐ We have no changes to request to the draft Agreement and we have no exceptions to the proposed Agreement language. We hereby certify that legal counsel for our company has reviewed the draft Agreement and accepts the language "as is". If awarded the Agreement by the City, we hereby certify that we will execute the final Agreement without any proposed changes.

Or

- ☒ We have exceptions to the draft Agreement language. We have proposed changes to request to the draft Agreement. We have attached a redlined ("tracked changes") version of the draft Agreement that itemizes our changes or exceptions. We hereby certify that the legal counsel for our company has reviewed the draft Agreement and accepts the language with the proposed changes. No other exceptions or changes are or will be proposed. If awarded the Agreement, we hereby certify that we will execute the final Agreement if our proposed changes are accepted by the City.

Signature of person duly authorized to sign submittal on behalf of the Proposer:

Robert J Stewart
Authorized Signature

Robert J Stewart

Print Name

12/28/23

Date

ATTACHMENT 2 DRAFT AGREEMENT(S)

Directions: Exceptions, if any, shall be noted in a redlined version of the Draft Agreement. Redline waste streams you are not proposing on; the waste stream specific redlined items will not impact the evaluation score.

COLLECTION OF MIXED MUNICIPAL SOLID WASTE/YARD WASTE, BULKY ITEMS/PROBLEM MATERIALS (MIXED MUNICIPAL SOLID WASTE/YARD WASTE, BULKY ITEMS/PROBLEM MATERIALS, RECYCLABLES)

THIS SERVICES AGREEMENT is made and entered into the ____ day of ___, 2024 by and between the CITY OF SAINT PAUL, a Minnesota Municipal Corporation organized and existing under the laws of the State of Minnesota ("City") and ~~to Be Determined~~ Highland Sanitation & Recycling Inc ("Contractor"), a Minnesota Corporation.

- A. WHEREAS, the City has found and determined that the public health and safety of the City will be promoted and preserved by establishing an arrangement for the Collection, transportation, and disposal of Municipal Solid Waste and Yard Waste, Recyclables, Bulky Items/Problem Materials kept and accumulated by residences within the City; and
- B. WHEREAS, the City released a request for proposals (RFP) for Municipal Solid Waste and Yard Waste, Bulky Item/Problem Materials and Recyclables Collection services on 11/13/2023; and,
- C. WHEREAS, the Contractor submitted a proposal in response to the City's RFP on 12/29/2023; and,
- D. WHEREAS, the Contractor's proposal and subsequent negotiations certified the Contractor accepted the terms and service specifications contained within the RFP packet; and,
- E. WHEREAS, the City has determined Contractor to be qualified to carry out the terms of this Agreement upon the terms and conditions and for the consideration hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and the covenants, promises, undertakings, and obligations herein created, granted, and assumed, the parties hereto agree as follows:

ARTICLE 1. TERM OF AGREEMENT

1.1 This Agreement shall commence on 04/01/2025 and shall remain in full force and effect through 03/31/2032 unless terminated in accordance with Article 16 of this Agreement.

1.2 The City reserves the right to terminate this Agreement for material breach or unsatisfactory performance by Contractor. Termination shall not affect the City's right to make a claim against Contractor or its Performance Bonds for the damages on account for such a breach.

1.3 No assignment of any rights or obligations under this Agreement shall be made without prior written approval of the City Council and by mutual agreement of both parties.

1.4 This executed Agreement supersedes all oral Agreements, contracts and negotiations between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waiver of the provisions of the executed Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

ARTICLE 2. GENERAL REQUIREMENTS

2.1 Independent Contractor. Contractor is declared to be an Independent Contractor and nothing in this Agreement shall be construed to create the relationship of employer and employee between the City and Contractor, its agents, or its employees.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. Contractor shall always remain an independent contractor with respect to the services to be performed under this Agreement.

Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or subcontractors of Contractor only and not of the City; and any and all claims that might arise, including worker's compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

2.2 Licenses and Permits. Contractor shall ensure at its own expense that all driver and truck licenses and permits are current and in full compliance with local, state, and federal laws and regulations. ~~Any Processing Facility used to handle Materials/Wastes collected from the City must have current permits and licenses and make the same available upon request by the City.~~

Commented [RJS1]: These feels unnecessary since County designation requires use of specific approved facilities.

2.3 Compliance with Law. Contractor shall comply with all Federal, State, County and City laws, regulations and local ordinances pertaining to the Collection, transportation, and processing of MSW/Yard Waste, ~~Recyclables~~, and Bulky Items/Problem Materials.

2.4 Collection, Generally: Contractor shall provide all services to all PROPERTIES identified by the City for Collection.

2.5 Days of Collection. Except for Holidays, Collection shall be made Monday through Friday in the City-specified Collection Zones (Attachment 3). Exception, MUDB recycling and CDL collections.

2.6 Hours of Collection. Residents shall place all Carts at the Collection Location no later than 6:00 AM on Collection day. Collection shall not start before ~~7~~6:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to Collection hours shall occur only by prior permission of the City. Contractor shall request permission from the City for any exception first via telephone and then in writing (email to the "Solid Waste Program Manager" or designee is acceptable) with an explanation as to the reason for the exception.

Commented [RJS2]: 6am is an important start time to be able to service areas around schools before they get busy as well as avoiding the hottest part of the day during summertime by being able to start an hour earlier, when the temperature is safer to work in.

2.7 Holidays. When a Holiday falls on a weekday (Monday through Friday), the Collection day may be delayed one day. The City ~~and Contractor~~ shall inform residents in a timely manner of any change in the Collection schedule because of a Holiday.

2.8 Delays. Contractor shall make every effort to maintain established scheduled pick-ups even though conditions such as weather may be adverse. ~~The City Contractor~~ shall have final determination if such conditions exist ~~but may not unreasonably deny a requested weather delay.~~

In such delayed case, Collection shall be made on the next day (e.g., Collection delayed from Friday will be accomplished on Saturday). If, in the mutual determination of the City and Contractor, entire Collection Zones should be delayed, Collection for the Zone and subsequent Zones shall be conducted the following day (e.g., Collection delayed from Thursday will be accomplished on Friday, and Friday's Collections shall be accomplished on Saturday.). In the case of a weather delay on the same week as another delay (due to either weather or holiday), the entire collection zone on the day of this second delay will be delayed by one week to the following week.

Commented [RJS3]: I wanted to add this language on the rare chance of a 2nd delay in the same week so there is a clear expectation on what will happen in that very rare scenario.

2.9 Missed Collections. In the case of missed Collections reported by the City to Contractor or by the Contractor to the City, Contractor shall arrange for the Collection of the subject materials no later than 12:00 p.m. the next business day.

2.10 Spills or Leaks. Contractor shall immediately clean up any material scattered or spilled during Collection. Contractor shall immediately inform the City if hydraulic fluid is leaked or spilled. Any Cart contents spilled, or fluids leaked from Contractor's trucks shall be cleaned up immediately in a workmanlike manner. If Contractor fails to clean up any

scattered or spilled material or leaked material or fluids from trucks within three hours after oral or written notice (email is acceptable) from the City, the City may cause such work to be done and deduct the reasonable cost thereof from any payments due and owing Contractor ~~or from the Performance Bond, in addition to any other remedies provided herein:~~

2.11 Carts and Dumpsters. The City provides MSW, Yard Waste and Recycling Carts. ~~Yard Waste carts shall be provided by the contractor. Recycling Contractor shall provide one (1) yard or two (2) yard dumpsters to multi-unit (MUDA) properties or larger 4-8 yard dumpsters to multi-unit (MUDB) properties as requested by the Property Owner. Contractor may not charge additional fees for dumpster provision.~~ Carts shall be handled with reasonable care to avoid damage and are to be replaced in an upright position on the alley or boulevard, or in the location they were found for multi-unit properties. Carts shall not be placed, or replaced, in the street. ~~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 a car); Stolen or lost Cart; and Graffiti~~

2.12 Location of Collection. Except for Walk-Up Service, all carts which are within ~~six-~~ three (63) feet of the alley or boulevard curb line shall be collected. Carts that are encased by more than one (1) foot of snow, or that are on top of a snowbank may not at the discretion of the contractor be collected. Documentation shall be provided for non-collection.

Commented [RJS4]: 3 feet might not seem like much but this 3 foot difference across 700 RDUs adds nearly an additional ½ mile of walking per route per day in good conditions!

2.13 Walk-Up Service.

2.13.1 Contractor shall provide Walk-Up Service upon notification by the City to each such resident to with physical limitations at no additional charge. When approving walk-up services, the collection locations will be determined mutually by the Contractor and City. The collection location will be visible from the street or alley, and not within a fenced area. Bulky Items/Problem Materials shall be placed at the normal (non-walk-up) collection location.

2.13.2 Walk-up Collection of Carts can be paid for by Properties who are not eligible for such Services as an Additional Service Option. The Contractor shall begin service within seven (7) days of notification by the City of the additional service. City shall include the price of the additional fee for Walk-up Service on the next payment(s) to Contractor.

2.14 Verification of Collection. City staff may be deployed at any time to assess and provide confirmation of Collection. Should there be a disagreement about the ability to Collect or if collection occurred, the City Solid Waste Supervisor (or designee) and the Contractor's ~~route supervisor~~ contract manager will conduct a site visit to survey the situation and make a joint determination. If no agreement can be made, the matter will move to mediation.

2.15 Fees for Special Events. Cleanup fees and schedules for all special events or other services in the City shall be negotiated between the party arranging the special events and

Contractor, provided, however, that Contractor shall not have exclusive rights to provide service at these events and the parties arranging special events may agree for services with a hauler of their choice.

ARTICLE 3. INSURANCE; INDEMNIFICATION

3.1 Insurances. Contractor shall carry and file policies or certificates with the City for Worker's Compensation insurance (statutory level), public liability insurance (including for automobiles and trucks), and Property damage insurance. The City shall be named as an additional insured in all such policies, and the policies shall be in a form and substance acceptable to the City. Workers Compensation policies shall be compliant with state law. The Contractor shall maintain Umbrella Coverage insurance. The minimum limit shall be \$5,000,000.

3.2 Commercial General Liability Insurance. The Contractor is required to maintain Commercial General Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for Property damage, which may arise from operations under the Agreement. This policy shall have no coverages removed by endorsement. Insurance minimum limits are as follows:

- \$5,000,000 – per occurrence
- ~~\$10,000,000~~ \$5,000,000 – annual aggregate

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- ~~Personal and Advertising Injury~~
- ~~Blanket Contractual Liability~~

The City, including its elected and appointed officials, employees, and agents, must be endorsed as an Additional Insured using ISO Form CG 20 10 or equivalent for Ongoing Operations.

3.3 Business Automobile Liability Insurance. The Contractor is required to maintain Business Automobile Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for Property damage resulting from the ownership, operation, maintenance, or use of all autos which may arise from operations under the Agreement. Insurance minimum limits are as follows:

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

The following coverages shall be included: Owned, Hired, and Non-owned Automobiles.

3.4 Additional Insurance Conditions

- The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Agreement.
- 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 this Agreement.

- All insurance shall be provided on an occurrence basis.

~~• Any insurance limits in excess of the minimum limits shall be available to the City.~~

All policies, shall be endorsed with a waiver of subrogation in favor of the City, including its elected and appointed officials, employees, and agents for losses arising from activities under this Agreement.

3.5 Performance Bond, Payment Bond. Contractor shall obtain a Performance Bond to ensure that the work will be completed according to the terms of the Agreement, and a Payment Bond to ensure that subcontractors and persons who provide labor and materials associated with the Agreement are paid. The Performance Bond shall be in the amount of \$500,000 and the Payment Bond shall be in the amount of ~~\$800,000~~ **\$100,000** payable to the City for the use of said City. Each Bond shall be signed by Contractor and with a surety company or bank as surety that is acceptable to the City. Each Bond shall always be kept in full force and effect. The Bonds shall be filed with the City Finance Director or their designee.

Commented [RJS5]: With our bid and the City paying disposal directly, this bond amount is unnecessarily high. Lowered to a more relevant amount based on just the employee wages and fuel costs that would be considered.

3.6 Payments. Contractor shall pay all bills or claims for wages, salaries, and supplies, incurred in the operation of the Collection service. The City has no obligation or responsibility for bills or debts incurred by Contractor.

3.7 Indemnification. Contractor agrees to take title to MSW/Yard Waste, Bulky Items/Problem Materials, ~~Recyclables~~, and all other collected materials upon Collection by Contractor until disposal at an approved facility. Contractor shall defend, indemnify, and save harmless the City from any and all claims and causes of action which may be asserted against the City on account of any act or omission, or any misfeasance or malfeasance of Contractor or its employees and agents in connection with its performance under this Agreement. Contractor shall defend, indemnify, keep and save harmless the City and its respective officers, agents and employees against any or all suits or claims that may be based upon any injury or damage to persons or Property that may occur, or that may be alleged to have occurred, in the course of the performance of this Agreement by Contractor, or as a result of the performance of this Agreement, whether or not it shall be claimed that the injury was caused through a negligent act or omission of Contractor or its employees and whether or not the persons injured or whose Property was damaged were third parties, employees or Contractor or employees of an authorized subcontractor. Contractor shall defend, indemnify, keep and save harmless the City and its respective officers, agents and employees against any or all suits or claims: a.) arising under the Minnesota Environmental Response and Liability Act ("MERLA") enacted in 1983: b.) its federal counterpart, the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended by the Superfund Amendments and Reauthorization Act ("SARA" of 1986 (together known as CERCLA): c.) any administrative rule or statute of

Minnesota or any other State: d.) any common law theory of and other State or the United States; or e.) claims based upon the clean-up of abandoned or existing sites contaminated or allegedly contaminated with hazardous substances, if any claims described in (a) through (e) are based upon Solid Waste transported from the City by Contractor or its subcontractors or their agents or in connection with any claim based on lawful demands of subcontractor, work person, suppliers. Contractor shall at its own expense defend the City in all litigation, pay all attorneys' fees and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents, or employees.

3.8 Force Majeure. Neither Party shall be in default by reason of any failure in performance of the Agreement if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said party ("Force Majeure") including unforeseeable acts of nature; terrorism or other acts of public enemy; war and nationwide epidemics or quarantine restrictions, passage of governmental law, regulation order or rule or similar events. Labor disputes/strikes ~~and the Covid-19 Pandemic or subsequent strains of COVID or Influenza~~ shall not be a Force Majeure event.

A Force Majeure event does not relieve a party from liability for an obligation that arose before the occurrence of that Force Majeure event, and in no case shall a Force Majeure event excuse timely payment for services as provided under this Agreement.

If either Party is delayed at any time in the progress of the work governed by the agreement by Force Majeure, the delayed party shall notify the other party in writing of such delay as soon as practical, of the commencement thereof, and shall specify the cause of such delay in the notice. The notice shall be emailed and mailed Certified Return Receipt and shall make specific reference to this provision. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so.

ARTICLE 4. COLLECTION EQUIPMENT AND PERSONNEL

4.1 Labor and Equipment, General. Contractor shall furnish all labor and equipment as shall be necessary and adequate to insure satisfactory Collection, transportation, and proper processing/disposal of the MSW/Yard Waste, BULKY ITEMS/PROBLEM MATERIALS, ~~Recyclables~~ from all Properties in the City. A significant portion of the City has Collection Locations in alleys, which are not maintained by the City, and which must be maintained in a safe and passable state by property owners. Collection Vehicles shall be equipped to perform Collections in all expected weather/road/alley conditions within the reasonable control of Contractor. All work to be performed hereunder shall be done to protect to the highest extent the public health and safety.

Commented [RJS6]: This is impossible to know the extent of future sicknesses from COVID or Influenza. What if a strain develops with double or triple the death rate?

4.2 Maintenance of Equipment. Contractor shall maintain equipment used in the performance of this Agreement in a clean and sanitary condition and shall always operate such equipment in compliance with State law and City ordinances. Equipment shall be maintained so the materials being Collected and transported will not be seen and will not blow, fall, or leak from the vehicle, and fluids will not leak from the trucks.

5.3 Compliance with Truck Road Weight Restrictions. It shall be Contractor's sole responsibility to comply with all road weight restrictions. Contractor shall immediately inform the City of any notices/tickets/fines due to exceeding such restrictions.

5.4 Personnel. Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement. Contractor's personnel shall be trained both in program operations and in customer service, and Contractor shall insure that all personnel maintain a positive demeanor with the public, and shall:

- 5.4.1** Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- 5.4.2** Make a concerted effort to have a presentable appearance and attitude.
- 5.4.3** Wear a uniform and employee identification badge or name tag.
- 5.4.4** Drive in a safe and considerate manner.
- 5.4.5** Manage Carts and Dumpsters in a careful manner to avoid spillage and littering, or damage to the Cart. Carts shall typically be replaced at the location at which they were Collected in an upright position. Carts shall not be replaced in the street.
- 5.4.6** Monitor for any spillage or vehicle leaks and be responsible for immediately cleaning up any litter, breakage, or leaks.
- 5.4.7** Avoid damage to personal or City Property.
- 5.4.8** Refrain from performing their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

ARTICLE 6. MSW/YARD WASTE (TRASH) COLLECTION

6.1 Weekly Collection. MSW Collection shall be at minimum bi weekly and shall fulfill the requirements of Article 3.

6.2 MSW Removal. Contractor shall provide for the removal of MSW from all Properties in the City as provided in this Agreement.

6.3 Refusal Notice. If any Property places any bulky items/problem materials out for pickup after the City has scheduled the bulky item for pickup with Contractor items-out-for-pickup and the item is not taken by Contractor, Contractor shall provide written notification of reason(s) for refusal to pick up the item to the Property by use of an Education Tag on the Cart, and to the City as specified in Section 9.2.

Commented [RJS7]: With our proposal, if the City wants to do lower frequency pickups like 1x/month, the frequency options available are up to the City.

6.4 Required Disposal. Pursuant to MN 115A.46 and 115A.471 all MSW collected by Contractor in the City shall be delivered to the County Designated Facility.

6.5 Alley Collections: Sixty-five percent (65%) of the Properties receive Collection service on an alley. The City does not maintain alleys, nor plow snow in alleys and alleys can be narrow. Residents are required to maintain abutting alleys in to a safe and passable level. Contractor shall ensure Collection Vehicles are of sufficient design and equipage to provide Collection in alleys in all weather conditions within the reasonable control and ability of Contractor. "Double-pass," in which Collection occurs on one side of an alley with Collection on the other side of the alley in a second pass is strongly discouraged, and Contractor shall not use limitations on double-pass collection as an excuse for Missed Collections.

6.6 Cart Placement: Residents will be advised to place the cart(s) with the opening facing the street or ally, with 2 1 foot of clearance between the cart and other objects. Legally parked vehicles are not considered an obstruction and carts not collected for this reason will be considered a missed collection. Walk-up location collection will be specified by the City, in consultation with the Contractor. The Contractor shall collect carts that are withing 36' of the alley or curb line with 2 1' of clearance on all sides. Improperly placed carts must be tagged by the Contractor.

6.7 Extra Materials: Contractor will collect extra bagged materials, (up to 30-gallon bag), set out next to the cart on collection day for an no additional fee as set in the Agreement. Contractor, using one of the three approved data integration methods, will report extra bags collected daily to the City. Non-bagged loose material is not the responsibility of the Contractor to pickup, unless spilled during the collection process by Contractor.

Commented [RJS8]: With Highland Sanitation's bid, City pays disposal and there is no charge by Highland to haul extra bags to the City. The City can determine whichever charge it wants for the disposal cost of extra bags that the City will charge RDUs.

ARTICLE 7. YARD WASTE COLLECTIONS

7.1 Collection. Separate weekly Yard Waste Collection shall be available from the 3rd Monday in April April 1st through November 30th, weather permitting, for Properties that subscribe to that service. Yard Waste Collection shall be provided for a fee charged by the City and remitted to the Contractor annually at the start of yard waste season. Start and end of season if different from above due to weather shall be requested by Contractor and this date change not unreasonably withheld by City.

Commented [RJS9]: It is very rare that yard waste is needed 04/01 and this early of a start results in multiple weeks of the yard waste route running and collecting very little as nothing is growing yet.

7.2 Service Start. Contractor shall begin service within seven (7) days of its receipt of service notice from the City.

7.3 Carts. Contractor-City shall provide one (1) 6560-68-gallon Cart for Seasonal Yard Waste Collections. Each subscribing Property can fill the Yard Waste Cart and up to teneight (108) Compostable Bags for Yard Waste each week for the subscription cost. (Note: The City may determine that it will purchase and manage Yard Waste Carts)

7.4 Bagged Collection. the Contractor shall collect Compostable Bags for Yard Waste or Yard Waste Bundles from non-subscribing Properties for a per-bag fee and/or per-bundle. Fees for Compostable Bags for Yard Waste or Yard Waste Bundles shall be charged by the City and remitted to the Contractor on the invoice following collection.

Yard Waste Bags or Bundles shall not exceed forty (40) pounds or two (2) feet in diameter and three (3) feet in length, and tree stumps, dirt or rocks will not be allowed. One Yard Waste Bundle will be equal to one (1) Compostable Yard Waste Bag.

Residents shall schedule one-time yard waste collection with the City at least three (3) business days in advance of requested date of collection. The City shall submit a spreadsheet of one-time yard waste collections in a single email at the end of each day with yard waste to be scheduled no less than two (2) business days in advance. Collection shall be made on trash collection day no earlier than 6:00 am. Collection, processing, and marketing or disposal of yard waste bags shall occur at costs on the relevant price sheet per item.

7.5 Disposal. Yard Waste collected from the City shall be disposed of at a yard waste transfer or composting facility(s) that, to the Contractor's knowledge, is in conformance with all local and state regulations. The Contractor shall notify the City of the disposal location(s).

7.6 Collection Location. Properties will be required to set out Yard Waste Carts, Compostable Bags and Yard Waste Bundles at the Collection Location no later than 6:00 a.m. on the day Collection. Properties that do not have Yard Waste set out and request a later pick-up may be charged an additional return trip service charge provided that the Property has been notified of the fee and approves the return fee in advance.

7.7 Holiday Tree Collection. As part of the Yard Waste Collection services, the Contractor shall provide a separate Collection of live (cut) Holiday Trees on request during each of the first two full weeks of January, at no extra cost to the City. Requests for Holiday Tree collection need to be submitted by the City to the Contractor at least 48 hours in advance of the requested pickup date. Trees that are out but not requested, will not be collected.

Residents will be instructed by the City to set out "clean" Holiday Trees only. Residents may not wrap trees in plastic bags and must remove all ornaments, tinsel and other foreign debris. Resident needs to request Holiday Tree collection at least 72 hours in advance of the date of collection. The date of collection must be on the same day as normal trash services. If a Holiday Tree is set out and is not sufficiently clean (e.g., container 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 Holiday trees or take any action to make the Christmas tree material unacceptable to the operators of the processing site.

ARTICLE 8. RECYCLABLES COLLECTION

8.1 Weekly Collection. ~~Recyclables Collection shall be weekly and shall fulfill the requirements of Article 3. The Contractor will collect Recyclable Materials designated by the City (See Attachment 4). The City retains the right to make additions or deletions to the list of Recyclable materials.~~

8.2 Recyclables Removal. ~~Contractor shall provide for the removal of Recyclable materials from properties in the City as provided in this Agreement. Extra Materials: Contractor will collect all extra Recyclables that are set out. Materials shall be placed in wheeled, lidded carts. Corrugated Cardboard will be stacked but not tied.~~

8.3 Refusal Notice. ~~If any Property places any items out for pickup and the item is not taken by Contractor, Contractor shall provide written notification of reason(s) for refusal to pick up the item to the Property by use of an Education Tag on the Cart, and to the City as specified in Section 8.2.~~

8.4 Required Disposal. ~~Pursuant to MN 115A.46 and 115A.471 all Recyclables collected by Contractor in the City shall be delivered to the City Designated Facility (Attachment 5).~~

8.5 Alley Collections. ~~Sixty-five percent (65%) of the Properties receive Collection service on an alley. The City does not maintain alleys, nor plow snow in alleys and alleys can be narrow. Residents are required to maintain abutting alleys in a safe and passable manner. Contractor shall ensure Collection Vehicles are of sufficient design and equipage to provide Collection in alleys in all weather conditions. "Double-pass," in which Collection occurs on one side of an alley with Collection on the other side of the alley in a second pass is strongly discouraged, and Contractor shall not use limitations on double-pass collection as an excuse for Missed Collections.~~

8.6 Inaccessible Set-Out. In the event there are occasions when Car(s) or dumpsters are temporarily obstructed for a period on the regularly scheduled Collection day (e.g., utility truck or other vehicle blocking property or entrance to the alley), Contractor shall make an additional attempt on the same Collection day and, if needed, return for a third pass the following day to access the Cart(s) or dumpsters. If the Car(s) or dumpsters are not accessible on a third attempt, Contractor shall notify the City of the obstruction, and will collect the Recyclables in the Cart(s) or dumpsters and any extra Recyclables next to the Cart(s) or dumpsters at the next Collection Opportunity.

8.7 Cart Placement. Residents will be advised to place the cart(s) with the opening facing the street or ally, with 2 feet of clearance between the cart and other objects. Legally parked vehicles are not considered an obstruction and carts not collected for this reason will be considered a missed collection. Walk-up location collection will be specified by the City, in consultation with the Contractor. The Contractor shall collect carts that are within 6' of the alley or curb line with 2' of clearance on all sides. Improperly placed carts must be tagged by the Contractor.

8.8 Extra Materials. Contractor will collect all extra Recyclables that are set out. Materials shall be placed in paper bags or boxes. Corrugated Cardboard will be stacked but not tied.

8.9 MUDB Properties. Service for 12+ unit properties is weekly from carts, dumpsters, or a combination of both. Increased frequency of collection may be needed due to container capacity limitations. Collection frequency and location of carts/dumpsters shall be determined jointly by the Property Manager and the Contractor. Collections at MUDB properties will occur Monday through Friday and do not need to follow the City Recycling Collection Day designations.

8.10 City Designated Locations. Service at City Designated Locations (CDLs) is weekly from carts, dumpsters, or a combination of both. Collections at CDLs will occur Monday through Friday and do not need to follow the City Recycling Collection Day designation.

ARTICLE 9. BULKY ITEM/PROBLEM MATERIAL

9.1 Collection. Contractor shall provide Collection, processing, and marketing or disposal services related to BULKY ITEMS/PROBLEM MATERIALS from Properties if set out for Collection. Properties shall place a note or marking on each Problem Material intended for Collection. Collection shall be made on Collection Day for all items comprised of fifty percent (50%) or less metal. Collection shall occur the day following Collection Day for all items comprised of fifty percent (50%) or more metal. Collection, processing, and marketing or disposal of BULKY ITEMS/PROBLEM MATERIALS shall occur at no additional cost to all included Properties. Residents shall schedule BULKY ITEMS/PROBLEM MATERIALS with the City at least three (3) business days in advance of requested date of collection. The City shall submit a spreadsheet of BULKY ITEMS/PROBLEM MATERIALS in a single email at the end of each day with BULKY ITEMS/PROBLEM

MATERIALS to be scheduled no less than two (2) business days in advance. Collection shall be made on collection day no earlier than 6:00 am. Collection, processing, and marketing or disposal of BULKY ITEMS/PROBLEM MATERIALS shall occur at costs on the relevant price sheet per item. A "dry run" base trip fee will be charged for attempted trips where the requested trip required an separate truck for collection and the item was not out on the scheduled date. Proof of not out must be taken with a picture verifying not out to verify dry run charge.

9.2 Processing and Disposal. All Bulky Items/Problem Materials shall be delivered to a processing facility or disposal location fully licensed by the State of Minnesota, and compliant with all state and local laws, rules, and regulations. Contractor shall insure that processing and disposal of Bulky Items/Problem Materials shall be conducted at a licensed facility in accordance with applicable County, state, and federal rules, and regulations.

9.3 Bulky Item/Problem Material Collected by the City. Contractor shall provide Collection and processing or disposal services for Bulky Items/Problem Materials collected by the City at costs on the relevant price sheet, per item. Collection of items shall be at the City's Public Works facility and shall be made within one (1) calendar week of the request and will be assigned to the contractor hauling in that section of the City:

Commented [RJS10]: Having items set out and requiring a collection requires a ton of unnecessary driving looking around for items and is rife for problems/mistakes. Having the RDU request pickup has worked well with current contract, this extends the current system but replaces RDUs contacting the hauler to RDUs contacting the City as the sole point of contact for consistency.

ARTICLE 10. CUSTOMER SERVICE AND EDUCATION REQUIREMENTS

10.1 Data Integration. A reliable method of bidirectional data exchange is vital to allow the City of St. Paul to provide timely and accurate customer service to our shared customers. This data is required to support the following operations: Missed route reports, Incomplete route reports, Tag information, Work order requests/responses, Service holds applied/removed, and similar communications to support operations and customer service.

The City offered three options in the RFP; the final Agreement will detail which option(s) will be implemented.

1. The City of St. Paul utilizes the Zuper field service management system to track inventory and field processes. The Zuper app supports any IOS or Android device and can be installed free of charge for haulers. This allows seamless integration with the City and is the preferred method of data exchange.
2. In absence of user native Zuper functionality the City allows the daily transfer of data using an SFTP (secure file transfer protocol) site. Contractors can request data import/ export templates to upload and download the relevant data. At a minimum data must be sent/received twice each business day, once between 7:00 a.m. 8:00 a.m. and once between 2:00 p.m. and 4:30 p.m.
3. The City also has the ability, in cooperation with software contractors, to integrate with any fleet management system that offers an open API. This is subject to scoping and available resources depending on the system in use

by the contractor.

Additionally, the hauler contractor must have a 24-hour emergency contact number.

40.2 Complaints received by City. ~~The City shall promptly relay any complaints it receives from its residents regarding Contractor's performance to Contractor. All complaints from Residents will be directed to the City without direct contact between Resident and Contractor. The City shall communicate any unresolvable complaints to the Contractor within 24 hours of receipt of a Resident's complaint. Residents will report any missed service complaints to the City within 24 hours. Contractor is responsible for corrective actions if found in error. Contractor shall respond to the City regarding any unresolvable complaints answer all complaints courteously and promptly within one business day, or report to the City the reason for delay. Contractor shall, no later than three (3) business days thereafter, inform the City how it responded to such complaints.~~

Contractor shall provide staffing of a telephone equipped, local office to receive missed Collection complaints and other complaints from the City between the hours of ~~7:30~~ 8:00 a.m. until ~~5:00~~ 4:30 p.m. Monday through Friday, Central Daylight Time. Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. The address and telephone number of the office shall be given to the City in writing, with ten (10) days prior notice of a change therein. ~~Complaints needing resolution by Contractor shall also allow complaints to be~~ always be made electronically (by e-mail).

40.310.2 Education. A consistent and comprehensive education program is critical to the success of the Collection programs.

Education at the time of collection is a critical component of the City's and Contractor's information efforts. Tagging must be done ~~whenever possible~~ each time a driver does not service an individual Cart because it is inaccessible, incorrectly placed, contains Hazardous Materials, Bulky Item/Problem Materials and/or other excluded materials prohibited by City, County or State rules, ~~or the lid is open so far, the Cart cannot be emptied without removing excess material.~~ If tagging is not possible due to unsafe conditions, road construction, inaccessible carts or etc, Contractor must notify the City of each RDU that was not serviced by end of business day. Tagging is not required for carts that are not set out for collection.

The Education Tag shall be correctly filled out identifying the reason the Cart was not emptied and shall be placed securely on the Cart.

Contractor shall electronically record all Tags generated on all Routes and utilizing of the three data integration methods outlined in the RFP, submit them to the City same day.

The City will be responsible for generating education and outreach materials used for the Solid Waste Program. The City will provide the Contractor an opportunity to provide input on program specific education developed by the City prior to printing and/or posting. The City will, at a minimum, be responsible for:

- Annual Residential Disposal Guide

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Commented [RJS11]: If an alley is dangerously inaccessible or road construction is preventing access, tagging might not be feasible.

- Annual Utility Bill Insert/Buck slip
- Education Tags
- Educational Videos
- Social Media, press releases, and media announcements
- Notification to Residents of City approved service changes

The Contractor shall not provide media alerts, press releases, social media posts, etc. regarding the Agreement or any reference to City Solid Waste services without notifying the City in advance and obtaining prior approval of same in writing.

The Contractor must have an active role in education activities that include, but are not limited to:

- Enforcement of program rules during Cart and/or Dumpster Collection
- Use of City provided Education Tags at the point of Collection.
- Including a link to City of Saint Paul Solid Waste Program on Contractor's web site.

ARTICLE 11. ACCESS TO RECORDS AND REPORTS

11.1 Access to Records. Contractor shall provide to the City during normal business hours, access to books, documentation, papers, weigh tickets and other records that are directly pertinent to the required reports and to the services provided in the performance of the Agreement.

11.2 Reports.

At a minimum, Contractor shall include the following information in the monthly reports, or by providing access to the following data through one of the data integration methods as described in Section 10.1:

- Total tons of material collected by waste stream (MSW, Yard Waste, ~~Recyclables, BULKY ITEMS~~). "Total tons" is defined as the combined number of tons recorded from the total actual pick-ups (stops) recorded for the reporting month.
- ~~Total actual number of MSW, Yard Waste, Recyclables, Bulky Items/Problem Materials pick-ups (stops) (redline waste streams you are not proposing on). "Total actual pick-ups" is defined as the combined number of actual pick-ups recorded for the Report month.~~
- ~~Total actual number of Bulky Items/Problem Materials collected. "Total actual Bulky Items/Problem Materials collected" is defined as the combined number of actual Bulky Items/Problem Materials recorded for the reporting month. This report should include the total numbers of Bulky Items/Problem Materials collected from Properties. This list will be broken up by item as defined in the Bulky Items/Problem Materials accepted material list.~~
- Suggestions for improvements to the City of Saint Paul Solid Waste programs (e.g., public education, Problem Material recycling, etc.).

At a minimum, agreement shall include information related to the preceding twelve

Commented [RJS12]: With Highland Sanitation's proposal, this report would effectively be the disposal invoice each month and as such, no report from Highland Sanitation would be necessary.

Commented [RJS13]: With Highland Sanitation's proposal, all bulky items would be scheduled via City requests and as such, no report from Highland Sanitation would be necessary.

calendar months. Year-end reports will include, but are not limited to:

- ~~• A summary of monthly tonnage reports.~~
- ~~• A summary of tonnage collected by Route/Collection Day. SUD/MUDA tonnage shall be reported separately from MUDB tonnage.~~
- Suggestions for improvements to the City of Saint Paul Solid Waste programs (e.g., public education, Problem Material recycling, etc.).
- Sustainability Plan milestones completed, and activities planned for the next calendar year.

Commented [RJS14]: With Highland Sanitation's proposal, this information would be available to the City as part of the disposal invoice and as such, no report from Highland Sanitation would be necessary.

Year-end reports will be due to the City by January 31 of each year.

A meeting will be organized by the City and the Contractor no later than February 28th of each year to discuss the City Annual Report and mutually determine the need for any adjustments related to operations, education and outreach or other program activities.

ARTICLE 12. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not assign or subcontract this Agreement or any interest therein or any privilege or right granted therein without the prior written consent of the City. Consent to one assignment or subcontract shall not be deemed to be consent to any subsequent assignment or subcontract.

ARTICLE 12. MISCELLANEOUS

~~**12.1 Participation Study.** Once each year, the Recycling Contractor shall perform a participation study to determine both a set-out and participation rate in the City's SUD/MUDA collection program. The study spans six collection weeks.~~

12.2 Liquidated Damages. Contractor agrees, in addition to any other remedies available to the City, that the City may withhold portions of the Monthly Payment from Contractor in the amounts specified below as Liquidated Damages for failure of Contractor fulfilling its obligations after a cure period of 24-72 hours before any liquidated damages apply. A grace period of 2 months from the start date of the contract will apply to any liquidated damage charges. A single event, occurrence, incident, or complaint can be subject to only one single charge from the specified list below.

12.2.1 Failure to Collect a Setout that is properly set out and where street or alley access is not blocked; legally parked cars shall not be considered blocking access. Only those occurrences which should have been Collected based on the definitions in this Agreement will be charged to the Contractor. Contractor will not incur liquidated damage for reported misses that are picked up within 24 hours of reported of miss (One Property = One Occurrence). \$100 each occurrence.

12.2.2 Failure to leave, mark the appropriate collection issue, and secure an educational tag to the cart per the tagging procedure ~~or report the inability to tag to the City.~~ \$25 per incident.

~~12.2.3~~ Rude or aggressive behavior to a resident. ~~\$500~~ per incident

Commented [RJS15]: This could stay but needs to be defined on what Rude or Aggressive behavior is, as these are subjective terms.

12.2.4 Damage to Carts, including deposition of Cart into hopper, crushing Cart, running over Cart, etc. ~~\$21~~ 100 per Cart

12.2.5 Failure to respond by 12:00 p.m. the next business day to legitimate service complaints or collect missed Collections forwarded by City (One Property = One Occurrence). \$100 per incident.

12.2.6 Failure to complete the Collections within the specified day without proper notice to the City, not including of weather delays, holidays, and other exceptions as outlined in this agreement. \$300 per route.

12.2.7 Failure to notify the City within 24 hours of interruption in Collection Service of any significant portions or entire SUD, MUD A or MUDB Route. \$1,000 each Business Day of delay.

12.2.8 Failure to complete a route (leaving more than 5% of the route) on the regular collection day, not including of weather delays, holidays, and other exceptions as outlined in this agreement. \$53,000 each route, each day of delay. If the Contractor notifies the City of the failure to complete the route the same day and completes the route by 12:00 p.m. the following day this will be reduced to ~~\$21~~,500 each route, each day of the delay.

12.2.9 Failure to provide service to entire block on single service day (10 or more Properties) and fail to recover by 12 p.m. the next collection day. ~~\$750~~500 per incident.

12.2.10 Failure to notify the City of a significant permanent and/or seasonal Route change or operations change affecting City Routes within three (3) business days. \$500 per occurrence.

12.2.11 Failure to respond to claims of reported damage to public or private properties within five (5) business days. \$100 per each Business Day of delay until resolution.

12.2.12 Failure to clean up spills caused by Contractor or Contractor's trucks during Collection operations or failure to notify the City of such spills. \$1,000 per incident.

12.2.13 Failure to maintain current County licenses for Collection. \$1500 per day.

12.2.14 Failure to provide the City with daily education tags placed. This list shall include the address, date the tag was left, and the issue with collection. ~~\$300~~50 per day

12.2.15 Failure to allow the City to review and approve Contractor's City-related educational, media or other publicly released or distributed materials, or distribution to City Property and/or residents of non-approved information. \$1,000 each instance.

12.2.16 Failure to retain specified weight tickets. \$500 each day's tickets which are not retained.

12.2.17 Failure to provide required maps and dwelling unit counts of Collection Routes,

and/or updates to maps within five (5) business days of request. \$500 per occurrence.

12.2.18 Failure to maintain and submit to the City required records. \$250 for each five (5) Business Days of delay.

12.2.19 Failure to provide monthly and/or annual reports on date specified. \$500 per incident.

12.3 Waiver. The waiver by the City of any breach or violation of any term covenant, or condition of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other term, covenant, or condition hereof.

12.4 Binding Effect. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind and inure to the benefit of the parties, their successors, and assigns.

12.5 Data Practices. Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from Contractor concerning data requests. Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from Contractor's unlawful disclosure or use of data protected under state and federal laws.

ARTICLE 13. PAYMENT TERMS

13.1 Contractor's Costs. The Contractor agrees to assume all license and all other applicable fees, and any costs assessed or caused to be assessed by any Governmental authority in connection with the Collection ~~and Disposal~~ of MSW, Yard Waste, ~~Recyclables~~ and/or Bulky Items/Problem Materials applicable in this Agreement and to hold the City harmless from any liability, therefore. The disposal cost of MSW will be invoiced to, the responsibility of and paid for by the City. The disposal costs of Yard Waste, and/or Bulky Items/Problem Materials will be the responsibility of the Contractor.

In addition, Contractor shall be responsible for the cost of all equipment, employment, benefits, wage withholding, taxes, regulatory fees/fines, and all other costs in any way related to the activities undertaken by Contractor in fulfillment of its obligations under this Agreement and hold the City harmless therefrom.

13.2 Agreement Price Components. In consideration of the Contractor's services to the City, the City shall be billed and pay in advance to the Contractor monthly the collection fee in accordance with the prices contained in the Agreement.

A second invoice will be created monthly that contains the charges for all services & fees beyond the base collection fee per RDU for MSW such as yard waste, bulky item/problem materials, walk up services and any other applicable non-collection fees.

~~**13.2.1** For MSW collection, the number of carts/tips collected provided shall be determined by the City and Contractor from the actual number billed during the~~

previous billing period:

13.2.2 For recycling collection, the number of carts/tips for SUD and MUDA properties and the number of stops collected at MUDB properties shall be determined by the City from the Ramsey County Property tax data and City cart reports. The number of stops for City Designated Locations shall be determined by City staff.

13.2.3 On or about the first day of each quarter (January, April, July, October) year the Contractor and the City will review Property counts to determine changes in Property numbers. The counts will be modified quarterly on the first day of the following quarter yearly by February 1 of each year based on this review. The City will notify the Contractor of any changes in the number of properties (e.g., new construction and/or demolition of existing single-family units) weekly. This count does not allow variance for vacancy or temporary service hold RDUs.

13.3 Rate Increase. During the term of the agreement, the annual rate increase for the monthly collection fee per RDU shall be set by the Garbage and Trash Collection unadjusted percent change in the Consumer Price Index for All Urban Consumers. The annual period will be from July through June of the following year and submission of this price increase is due to the City by no later than August 31st. Any rate changes would go into effect for April of the following year.

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Commented [RJS16]: This is the most transparent and fair way of doing annual rate adjustments. This index is specific to the garbage collection industry across the Nation and is not influenceable by any single party. Dates are adjustable to meet City's internal needs.

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The monthly collection cost is based upon diesel costs not exceeding \$5.00/gallon. If fuel costs exceed \$5.00/gallon over a concurrent 3 month average for On-Highway Diesel on the Midwest Petroleum index (via the US Energy Information Administration data), a temporary fuel surcharge will go into effect starting April 1st of the following year to cover the increased fuel cost incurred for each month over the \$5.00/gallon average. no increase in rates shall be granted to Contractor unless specified in the agreement. The City shall have sole authority to approve or deny the requested rate increase, although approval shall not be unreasonably withheld.

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

13.3.13.4 MSW/Yard Waste Payments to Contractor for Disposal and Service

Provided. The City will reimburse the Contractor for the disposal fees monthly. Collection service invoices are due in advance on the 20th 5th of the month before the first month of each quarter and will be paid within 35 10 business days of receipt.

A second invoice will be created monthly that contains the charges for all services & fees beyond the base collection fee for MSW such as yard waste, bulky item/problem materials, walk up services and any other applicable non-collection fees. This invoice shall be created on or around the 5th of each month and be due within 10 business days of receipt. In the event of a late payment, a 5% late fee shall accrue daily until invoice is paid.

~~13.4 Recyclables Payments to Contractor for Service Provided. Collection service invoices are due on the 5th of the first month and will be paid within 35 business days of receipt.~~

ARTICLE 15. NOTICES

Any notice or demand require or permitted to be given or made thereunder shall be sufficiently given or made by e-mail, and messenger delivery, overnight delivery, or certified mail in a sealed envelope, postage prepaid, addressed as follows:

If to City:

If to Contractor:

Either party may change the address to which notices may be sent by furnishing written notice of such change to the other party.

ARTICLE 17. SEVERABILITY

If any of the provisions of the Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of the Agreement as a whole or of any section, subsection, sentence, or clause not adjudged to be invalid so long as the material purposes of this Agreement can be determined and effectuated.

If the Contractor shall discover any provision in the specifications or the Agreement which is contrary to or inconsistent with any law, ordinance, or regulation, the Contractor shall immediately report it to the City in writing.

ARTICLE 18. FAILURE TO PERFORM, TERMINATION

18.1 Failure to Perform. In the event Contractor fails to collect the MSW/Yard Waste, ~~Recyclables~~, or Bulky Items/Problem Materials as required by this Agreement, the City may, at its option, hire such labor and equipment as may be necessary to collect and dispose of such MSW/Yardwaste, ~~Recyclables~~, and/or Bulky Items/Problem Materials, after Contractor is given three (3) business days to remedy the situation. The City may, at the City's sole option, terminate this Agreement in accordance with Section 16.2. In the event remedy does not occur, Contractor shall reimburse the City for all reasonable Collection expenses the City incurs above and beyond the amounts the City is obligated to pay for such Collection under this Agreement, or the City shall utilize the Performance Bond for such expenses.

Commented [LC17]: Update with new reference

18.2 Events of Default. Subject to applicable cure periods, the following shall be additional Events of Default under this Agreement which are not subject to Liquidated Damages as set forth above.

18.3 Contractor Events of Default: the following shall be Contractor Events of Default:

- (a) The dissolution of the Contractor's business.
- (b) The Agreement or a portion of the Agreement is assigned, subcontracted, or transferred by Contractor without the written consent of the City.
- (c) The Contractor fails to ensure that all Contractor Members providing Services comply with the insurance coverage requirements of Article 4.
- ~~(d) The Contractor fails to have an operating agreement or subcontract indicating that requires Contractor Members to meet the obligations of Section 10.2.~~
- (e) Any voluntary or involuntary petition or similar pleading under any chapter, section or sections of the Bankruptcy Code or other insolvency law is filed by or against Contractor, or any voluntary or involuntary proceeding in any court or tribunal, is instituted to declare Contractor insolvent, and the same is not dismissed or discharged within ninety (90) days after the date of initiation of any such proceedings.
- (f) Contractor assigns its assets for the benefit of Contractor's creditors without prior written notice and agreement by the City.
- (g) A receiver is appointed for the Contractor or any of its Property.
- (h) Contractor fails to remedy a curable violation of the terms of Exhibit 5 within 90 days of notice by the City.
- (i) Contractor fails to perform any material obligation of the Agreement within seven (7) days after notice from the City that the performance is delinquent, or such longer period as may be reasonably necessary to cure, so long as the Contractor commences to cure such default within seven (7) days and diligently pursues the cure to completion, not to exceed sixty (60) days.
- (j) Any of the services or obligations to be performed under this Agreement are abandoned by Contractor.
- ~~(k) Contractor fails to take action to correct repeated Agreement violations by a single Sub-Contractor where Contractor has had Liquidated Damages imposed for a violation of Article 12 for 15 or more separate incidents in six (6) consecutive months.~~
- ~~(m) Failure to include an internal process to ensure Contractor Members provide Services in a manner that is consistent with this Agreement and failure to act against underperforming Contractor Members that is consistent with that process.~~

18.4 City Events of Default: The failure of the City to observe or perform any covenant, representation, warranty, condition, obligation, or agreement on its part to be observed or performed under this Agreement, and, in the case of failure to make payment under

section 13, the continuation of such failure for a period of seven (7) days after written notice of such failure from the Contractor shall be an Event of Default for the City. For all other defaults, the Contractor is only entitled to take action if the City fails to cure its failure within thirty (30) days after notice from the Contractor to the City that the performance is delinquent, or such longer period of time as may be reasonably necessary to cure, and so long as the City fails to commence such action to cure such default within such thirty (30) days and fails to diligently pursue the cure to completion, not to exceed ninety (90) days. Notwithstanding the foregoing, if the default reasonably requires more than seven (7) days, or thirty (30) days as appropriate, to cure such default shall not constitute an Event of Default, provided that the curing of the default is promptly commenced upon receipt by the City of the notice of the default, and with due diligence is thereafter diligently and continuously prosecuted, not to exceed ninety (90) days, and provided that the City keeps Contractor well informed at all times of its progress in curing the default.

City Remedies on Default. If an Event of Default occurs, in addition to any other remedies available at law or in equity, the City may, without barring later election of any other remedy, exercise any one or more of the following remedies at the City's election. In any order or combination; provided, however, that the City is only entitled to take the actions described below if the Contractor fails to perform within thirty (30) days after notice from the City to the Contractor that the performance is delinquent, or such longer period of time as may be reasonably necessary to cure, and so long as the Contractor fails to commence such action to cure such default within such thirty (30) days and fails to diligently pursue the cure to completion, not to exceed ninety (90) days:

18.4.1 Terminate Contractor's right to provide Services to PROPERTYs with or without terminating the Agreement, in which event the Contractor's Collection Zones previously serviced by that Contractor as depicted in Exhibit 2, shall be re-allocated.

18.4.2 Contractor agrees that Contractor shall be liable to the City for all excess costs sustained by the City by reason of the Contractor ~~Member's~~ breach and for which liquidated damages are not imposed provided for under Article 12. ~~The City shall deduct such costs from the responsible Contractor-Member's Letter of Credit or Escrow Account when allowed under Section 2.21 of this Agreement.~~

Termination. The City may terminate this Agreement if Contractor fails to fulfill its obligations under the Agreement in a proper and timely manner, or otherwise violates the terms of the Agreement if the default has not been cured after thirty (30) days written notice has been provided. The City may also terminate this Agreement immediately if Contractor fails to maintain County permits required to collect and transport MSW/YARD, ~~Recyclables~~, and/or Bulky Items/Problem Materials. The City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City because of the breach. If the Agreement is cancelled or terminated, all finished or unfinished documents, data, studies, surveys, route maps, photographs, reports, or other materials prepared by Contractor under this Agreement shall, at the option of the City, become the Property of the City, and Contractor shall be entitled to

receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

18.5 Survival of Obligations. The respective obligations of the Parties under these terms and conditions, which by their nature would continue beyond the term of the Agreement, survive termination cancellation or expiration of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement, by their officers, as of the day and year first above written.

CITY OF SAINT PAUL, MINNESOTA CONTRACTOR: _____

A Minnesota Home Rule Charter City

By: _____

Melvin Carter III, Mayor

By: _____

John McCarthy, Finance Director

By: _____

Sean Kershaw, Director of Public Works

Reviewed and Approved:

Deputy City Attorney _____

Definitions

For purposes of this Agreement, terms not otherwise defined herein shall have the following meanings:

Accepted Recyclables: ~~The Contractor will collect Recyclable Materials listed in Attachment 4. The City retains the right to make additions or deletions to the list of recyclable materials in the Agreement.~~

Agreement: This City of Saint Paul Agreement for Collection of Mixed Municipal Solid Waste ~~and Recyclables Services~~, and as subsequently amended.

Bulky Item, Bulky Waste: Large items that may not fit into carts, including but not limited to furniture, appliances, electronic items, yard furniture and similar non-hazardous, non-motorized, or Unacceptable Materials.

Cart: The wheeled, lidded container in which Mixed Municipal Solid Waste, Yard Waste, or Recyclables can be stored and placed for curbside Collection. MSW, Yard Waste and Recyclables Carts are owned by the City. ~~Yard Waste Carts are owned by the Contractor.~~ Cart sizes include 32-gallon, 64 -gallon, and 96- gallon capacities.

Cart Sharing: The sharing of a cart between adjacent SUD properties and/or among multi-unit properties.

City: The City of Saint Paul, a home rule charter city organized under the laws of the State of Minnesota.

City Designated Location (CDL): Municipal Facilities and/or buildings. These can include, but are not limited to office buildings, maintenance facilities, recreation/community centers, athletic facilities, public safety buildings, libraries, golf courses, aquatic centers, parking garages, or park pavilions,

City Designated Recycling Processing Facility: Through April 30, 2025, the City-Designated Recycling Processing Facility shall be Eureka Recycling, at 2828 Kennedy St NE, Minneapolis, MN 55413. After April 30, 2025, the City shall designate the Facility.

Collection: The aggregation and transportation of MSW/Yard Waste, Recyclables, Bulky Items/Problem Materials, from the place at which they are generated including all activities up to the time they are delivered to a processing/disposal facility or end market.

Collection Day: The City-designated day for Collection within a Collection Zone.

Collection Hours: The period during which Collection is authorized by the City, which shall be 67:00 a.m. to 6:00 p.m., Monday through Friday, or Monday through Saturday during weeks that contain a Holiday or weather delay.

Collection Location: The place along a public street or alley where Carts, Dumpsters, Bulky Items/Problem Materials, and Yard Wastes are set out for Collection **within 3 feet of the collection location.**

Collection Location- Multi-unit building or City Designated Location: If not along the public street or alley, the place(s) specified by the City and/or Property Owner/Manager at which Recyclables are set out for collection.

Collection Vehicle: Any vehicle licensed and inspected for MSW/Yard Waste, Recyclables, Bulky Items/Problem Materials as required by the City, state, and county.

Collection Zone: The geographic Collection area, as designated by the City, in which Collection occurs on a specific day of the week.

Completed Route: completed portion of the route is defined as all blocks that the Contractor collected properly placed carts and/or dumpsters.

Contractor: The company or group of entities which is signatory to the Agreement.

County: Ramsey County, MN.

County-Designated Solid Waste Disposal Facility: The facility designated by the County where Contractor is required to deposit MSW collected under this Agreement.

Dumpster: A container having a minimum capacity **of one or** two cubic yard(s), of an approved sanitary type, with the proper attachments for lifting onto a Collection Vehicle.

Dwelling Unit/Units: As defined in the City's Zoning Code: A building or part thereof that provides complete living facilities, including bathroom and kitchen facilities, for the exclusive and unhindered use of one (1) household.

Education Tag: A written document provided by the City attached to a Cart by the Contractor to inform the resident or Property owner of a specific policy or protocol required for provision of Collection.

Electronic Waste: Any discarded consumer electronic device as described in Mn. Stat, 115A. 1310, typically having a circuit board including, but not limited to: televisions, computers, laptops, tablets, computer monitors, peripherals (e.g., keyboard, printer, mouse, etc.), cell phones, PDAs, DVD recorders/players and video cassette recorders/players, and fax machines.

Hazardous Waste: Waste or material defined, characterized, or designated as hazardous by the United States Environmental Protection Agency (USEPA), appropriate State agencies, or Ramsey County by or pursuant to Federal or State law or regulations. For purposes of this Agreement, the term hazardous waste shall also include motor oil, gasoline, batteries,

paint, paint thinner, insecticides, toxic materials, acids, drugs, fireworks, ammunition, and other hazardous substances so designated by the City, or Ramsey County.

Holidays: New Year's Day, Memorial Day, ~~Fourth of July~~, Labor Day, Thanksgiving Day, Christmas Day.

Commented [RJS18]: Not a big deal to leave in, but this holiday is awful to take off. For example, when on a Friday, not working that day prevents our employees from being able to either go up north or stay up late to watch fireworks with their families.

Holiday Tree: A tree used for holiday décor in sections no longer than six (6) feet in length which is set out for Collection.

Inaccessible Cart, Inaccessible Dumpster: A Cart or Dumpster that is frozen, stuck in place; not located within ~~three (3)~~ ~~six (6)~~ feet of the alley line or the boulevard (unless a 'walk up service account'); not shoveled out after a significant snowfall or snow emergency has been declared; and/or is blocked by a vehicle or immovable object.

Inaccessible Street, Inaccessible Alley: Streets or alleys which are obstructed due to downed trees, service vehicles, and other temporary obstructions or is deemed Inaccessible due to snow or ice accumulations.

Missed Collection: Failure to provide Collection within the City during Collection Hours on the scheduled day for the Collection Zone, provided that the Cart or Dumpster is set out properly and Collection has not been otherwise excused by the City **and is reported by the Resident to the City within 24 hours of scheduled collection**. Legally parked vehicles in front of a collection location do not count as missed collection. Each instance constitutes one Missed Collection.

Mixed Municipal Solid Waste (MSW) As defined in Minnesota Statutes, garbage, refuse, rubbish, trash, and other Solid Waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for Collection. MSW does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams. Also referred to in this Agreement as "trash".

Multi-Unit Property MUDA: Residential building with five (5) to eleven (11) dwelling units.

Multi-Unit Property MUDB: Residential building with twelve (12) or more dwelling units.

Old Corrugated Cardboard (OCC): Corrugated cardboard packaging.

Opt-In: An option for dwelling units with more than four units, or a mixed-use Property with up to eleven dwelling units to participate in Services under the Agreement. Once a Property has chosen to participate that Property must remain in this Agreement for no less than twelve (12) months.

Opt-Out: An option for townhomes that are part of a Homeowners Association(HOA) or Common Interest Communities (CIC) to not participate in MSW/Yardwaste collection in the required garbage program for 1-4-unit dwellings. The HOA or CIC must provide verification of alternate disposal services. This shall be allowed only after application by the Residential Property Owner to the City and with the written approval of the City.

~~**Extra-Recyclables:** Recyclables which are set out at the Collection Location adjacent to the Cart or Dumpster for collection.~~

Extra Trash Bags: Extra bags of Trash that do not fit into the Cart, which are set out at the Collection Location next to the Cart. Overflow Trash must be placed in a bag and the bag must be securely closed.

Overfilled cart: a Cart which has excess bags or MSW such that the cart cannot be moved or emptied without separately removing the bags. An opening of the cart lid more than twelve (12) inches may be an indication of an overfilled cart.

Participation Rate: The participation rate is the number of households that set materials out for recycling collection at least once over a period of four collection days.

~~**Participation Study:** Data collection over a six (6) week period in which the Contractor shall identify and track all Residential Properties which set out Recyclables for Collection. The results of the study must be provided to the City within five (5) weeks of completion.~~

Person: Includes any natural person, corporation, firm or association.

Pick-up (Stop): A Collection of one or more ~~containers~~ carts from a Property. One pick-up may include more than one ~~container~~ carts or extra bag or bundle.

Bulky Items/Problem Materials: As defined in Minnesota Statutes 115A.952, waste that is too large to fit into a standard Cart and requires special Collection by Contractor. Problem material waste includes, but is not limited to furniture, appliances, mattresses, and bed springs, and may be referred to as "bulky waste." Problem Material waste includes Electronic Waste.

R & E Center: The Ramsey/Washington Recycling & Energy facility to which all MSW collected under this Agreement must be delivered, unless otherwise directed by the City or the R & E Center.

Residential Property: Any Property, as defined by the City, having a one, two, three, or four-unit building, and other Properties expressly agreed upon in writing by the City and the Contractor, which are included by the City for Collection under this Agreement.

Properties may include attached dwelling units, regardless of the number of units, using Cart Collection that choose to be included in Coordinated Collection.

Saint Paul Public Housing Authority properties are not included in Saint Paul' Coordinated Collection program. 1-4 units (PHA) properties are eligible to Opt-in to the Coordinated Collection system.

~~Recycling collection service is provided to all PHA residential properties (single family through multi-unit apartment buildings):~~

~~**Single Stream Recyclables:** Recyclable materials in commingled form which are collected in one compartment on a recycling collection route truck and itemized in Attachment 4.~~

Single Unit Property (SUD): Residential building with four (4) or fewer dwelling units.

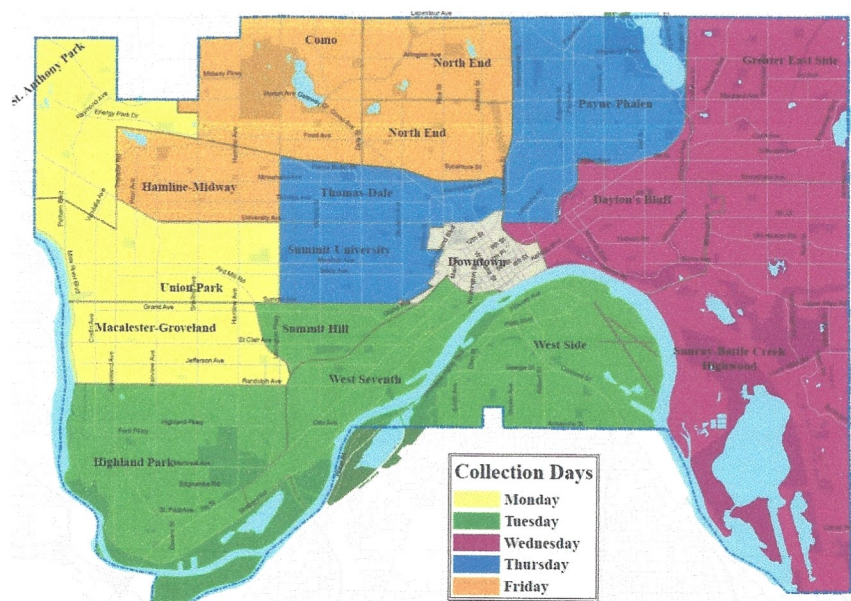
Trash: See MSW.

Unacceptable Materials: Items which are prohibited from Collection pursuant to the Agreement and items that may contaminate the MSW/Yard Waste or Recyclables to cause unsafe handling/management, require special handling, management or disposal or may otherwise harm the environment. Examples include but are not limited to biomedical ("Red Bag") waste, motorized or rechargeable-battery-operated devices, Hazardous Waste, and non-accepted Recyclables.

Walk-Up Service: Collection of Carts from a location other than the Collection Location to accommodate less abled persons that is identified by the City. Walk-Up Service may be provided on a temporary or permanent basis.

Yard Waste: As defined in Minnesota Statutes, grass trimmings, leaves, home, and garden plant wastes, twigs, and branches less than four (4) inches in diameter and miscellaneous tree seeds and cones.

Attachment 3 Collection Zones



Attachment 4. Accepted Recyclables

The Contractor will collect Recyclable Materials listed in Table 1. The City retains the right to make additions or deletions to the list of recyclable materials in the Agreement.

SINGLE STREAM RECYCLABLES
Paper products: Newspaper (inserts are acceptable) Magazines, mail, phonebooks, and home office paper Envelopes (envelopes with windows or metal clasps are acceptable) Corrugated cardboard Boxboard (crackers, cereal, pasta, toothpaste, and soda and beer boxes) Cardboard Pizza boxes Cardboard food cans Milk Cartons and juice boxes (including soy/oat milk, and soup and broth cartons) Aseptic Containers Hard and soft cover books Paper towel and toilet paper rolls Refrigerated (not frozen) food boxes
Rigid plastic bottles or containers: Plastic bottles or containers with a capacity of 3 gallons or less, coded with a number 1, 2, or 5 Yogurt and margarine tubs and similar non-bottle rigid plastic containers with less than 3 gallons capacity Transparent "to-go" containers coded with a number 1, 2, or 5 with less than 3 gallons capacity Transparent deli containers coded with a number 1, 2, or 5 with less than 3 gallons capacity Produce containers, coded with a number 1, 2, or 5, with less than 3 gallons capacity
Steel and aluminum Cans, foils, trays, and decorative tins of 3 gallons or less.
Glass bottles and jars (clear, amber and green)

Attachment 5. City Designated Locations

[illegible]

Como Central Services Facility	1100 Hamline Ave N	Saint-Paul	55108	4	yard	dumpster	1
Como Central Services Facility	1100 Hamline Ave N	Saint-Paul	55108	96	gallons	cart	1
Como Central Services Facility	1100 Hamline Ave N	Saint-Paul	55108	96	gallons	cart	1
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	6	yard	dumpster	2
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	8	yard	dumpster	2
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	8	yard	dumpster	2
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	96	gallons	cart	2
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	96	gallons	cart	2
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	96	gallons	cart	2
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	96	gallons	cart	2
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	96	gallons	cart	2
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	96	gallons	cart	2
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	96	gallons	cart	2
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	96	gallons	cart	2
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	96	gallons	cart	2
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	96	gallons	cart	2
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	96	gallons	cart	2
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	96	gallons	cart	2
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	96	gallons	cart	2
Como Conservatory	1225 Estabrook Dr	Saint-Paul	55103	96	gallons	cart	2
Como Park Golf Course	1431 Lexington Pkwy N	Saint-Paul	55103	2	yard	dumpster	1
Como Park Golf Course	1431 Lexington Pkwy N	Saint-Paul	55103	96	gallons	cart	1
Como Park Golf Course	1431 Lexington Pkwy N	Saint-Paul	55103	96	gallons	cart	1
Como Park Golf Course	1431 Lexington Pkwy N	Saint-Paul	55103	96	gallons	cart	1
Como Park Golf Course	1431 Lexington Pkwy N	Saint-Paul	55103	96	gallons	cart	1
Como Park Golf Course	1431 Lexington Pkwy N	Saint-Paul	55103	96	gallons	cart	1

Como Park Golf Course	1431 Lexington Pkwy N	Saint-Paul	55103	96	gallons	cart	1
Como Park Golf Course	1431 Lexington Pkwy N	Saint-Paul	55103	96	gallons	cart	1
Como Park Golf Course	1431 Lexington Pkwy N	Saint-Paul	55103	96	gallons	cart	1
Como Park Golf Course	1431 Lexington Pkwy N	Saint-Paul	55103	96	gallons	cart	1
Como Park Golf Course	1431 Lexington Pkwy N	Saint-Paul	55103	96	gallons	cart	1
Como Park Golf Course	1431 Lexington Pkwy N	Saint-Paul	55103	96	gallons	cart	1
Como Park Golf Course	1431 Lexington Pkwy N	Saint-Paul	55103	96	gallons	cart	1
Como Park Golf Course	1431 Lexington Pkwy N	Saint-Paul	55103	96	gallons	cart	1
Como Park Golf Course	1431 Lexington Pkwy N	Saint-Paul	55103	96	gallons	cart	1
Como Park Pavilion	1199 Midway Pkwy	Saint-Paul	55103	96	gallons	cart	1
Como Park Pavilion	1199 Midway Pkwy	Saint-Paul	55103	96	gallons	cart	1
Como Park Pavilion	1199 Midway Pkwy	Saint-Paul	55103	96	gallons	cart	1
Como Park Pavilion	1199 Midway Pkwy	Saint-Paul	55103	96	gallons	cart	1
Como Regional Park Pool	1151 Wynne Ave	Saint-Paul	55108	96	gallons	cart	1
Como Regional Park Pool	1151 Wynne Ave	Saint-Paul	55108	96	gallons	cart	1
Como Regional Park Pool	1151 Wynne Ave	Saint-Paul	55108	96	gallons	cart	1
Como Regional Park Pool	1151 Wynne Ave	Saint-Paul	55108	96	gallons	cart	1
Conway Rec Center	2090 Conway St	Saint-Paul	55119	3	yard	dumpster	2
Conway Rec Center	2090 Conway St	Saint-Paul	55119	4	yard	dumpster	2
Conway Rec Center	2090 Conway St	Saint-Paul	55119	96	gallons	cart	2
Conway Rec Center	2090 Conway St	Saint-Paul	55119	96	gallons	cart	2
Conway Rec Center	2090 Conway St	Saint-Paul	55119	96	gallons	cart	2
Dayton's Bluff Rec Center	800 Conway St	Saint-Paul	55106	96	gallons	cart	1
Dayton's Bluff Rec Center	800 Conway St	Saint-Paul	55106	96	gallons	cart	1
Desnoyer Rec Center / Kids Park	525 Pelham Blvd	Saint-Paul	55104	96	gallons	cart	1

Desnoyer Rec Center / Kids Park	525 Pelham Blvd	Saint-Paul	55104	96	gallons	cart	1
Duluth & Case Rec Center	1020 Duluth St	Saint-Paul	55106	96	gallons	cart	1
Duluth & Case Rec Center	1020 Duluth St	Saint-Paul	55106	96	gallons	cart	1
Dunning Rec Center	1221 Marshall Ave	Saint-Paul	55104	96	gallons	cart	1
Dunning Rec Center	1221 Marshall Ave	Saint-Paul	55104	96	gallons	cart	1
Eastview Rec Center	1675 5th St E	Saint-Paul	55106	96	gallons	cart	1
Eastview Rec Center	1675 5th St E	Saint-Paul	55106	96	gallons	cart	1
Eastview Rec Center	1675 5th St E	Saint-Paul	55106	96	gallons	cart	1
Eastview Rec Center	1675 5th St E	Saint-Paul	55106	96	gallons	cart	1
Edgcumbe Rec Center	320 Griggs St S	Saint-Paul	55105	96	gallons	cart	1
Edgcumbe Rec Center	320 Griggs St S	Saint-Paul	55105	96	gallons	cart	1
Edgcumbe Rec Center	320 Griggs St S	Saint-Paul	55105	96	gallons	cart	1
Edgcumbe Rec Center	320 Griggs St S	Saint-Paul	55105	96	gallons	cart	1
El Rio Vista Rec Center / Neighborhood	179 Robie St E	Saint-Paul	55107	4	yard	dumpster	3
El Rio Vista Rec Center / Neighborhood	179 Robie St E	Saint-Paul	55107	96	gallons	cart	3
El Rio Vista Rec Center / Neighborhood	179 Robie St E	Saint-Paul	55107	96	gallons	cart	3
El Rio Vista Rec Center / Neighborhood	179 Robie St E	Saint-Paul	55107	96	gallons	cart	3
Fire Station 14	111 Snelling Ave N	Saint-Paul	55104	96	gallons	cart	1
Fire Station 17	1226 Payne Ave	Saint-Paul	55130	96	gallons	cart	1
Fire Station 17	1226 Payne Ave	Saint-Paul	55130	96	gallons	cart	1
Fire Station 18	681 University Ave W	Saint-Paul	55104	96	gallons	cart	1
Fire Station 18	681 University Ave W	Saint-Paul	55104	96	gallons	cart	1

Fire Station 19	2530 Edgcumbe Rd	Saint-Paul	55116	96	gallons	cart	1
Fire Station 19	2530 Edgcumbe Rd	Saint-Paul	55116	96	gallons	cart	1
Fire Station 19	2530 Edgcumbe Rd	Saint-Paul	55116	96	gallons	cart	1
Fire Station 19	2530 Edgcumbe Rd	Saint-Paul	55116	96	gallons	cart	1
Fire Station 20	2179 University Ave W	Saint-Paul	55114	96	gallons	cart	1
Fire Station 20	2179 University Ave W	Saint-Paul	55114	96	gallons	cart	1
Fire Station 20	2179 University Ave W	Saint-Paul	55114	96	gallons	cart	1
Fire Station 22	225 Front Ave	Saint-Paul	55117	96	gallons	cart	1
Fire Station 23	1926 Como Ave	Saint-Paul	55108	96	gallons	cart	1
Fire Station 23	1926 Como Ave	Saint-Paul	55108	96	gallons	cart	1
Fire Station 23	1926 Como Ave	Saint-Paul	55108	96	gallons	cart	1
Fire Station 24	273 White Bear Ave	Saint-Paul	55106	96	gallons	cart	1
Fire Station 24	273 White Bear Ave	Saint-Paul	55106	96	gallons	cart	1
Fire Station 4	505 Payne Ave	Saint-Paul	55130	96	gallons	cart	1
Fire Station 4	505 Payne Ave	Saint-Paul	55130	96	gallons	cart	1
Fire Station 5	860 Ashland Ave	Saint-Paul	55104	96	gallons	cart	1
Fire Station 51	296 7th St W	Saint-Paul	55102	96	gallons	cart	1
Fire Station 51	296 7th St W	Saint-Paul	55102	96	gallons	cart	1
Fire Station 51	296 7th St W	Saint-Paul	55102	96	gallons	cart	1
Fire Station 51	296 7th St W	Saint-Paul	55102	96	gallons	cart	1
Fire Station 51	296 7th St W	Saint-Paul	55102	96	gallons	cart	1
Fire Station 51	296 7th St W	Saint-Paul	55102	96	gallons	cart	1
Fire Station 6	33 Cesar Chavez St	Saint-Paul	55107	96	gallons	cart	1
Fire Station 6	33 Cesar Chavez St	Saint-Paul	55107	96	gallons	cart	1
Fire Station 7	1038 Ross Ave	Saint-Paul	55106	96	gallons	cart	1

Fire Station 7	1038 Ross Ave	Saint-Paul	55106	96	gallons	cart	1
Fire Station 8	65 10th St E	Saint-Paul	55101	96	gallons	cart	1
Fire Station 8	65 10th St E	Saint-Paul	55101	96	gallons	cart	1
Fire Station 9	1624 Maryland Ave E	Saint-Paul	55106	96	gallons	cart	1
Fire Station 9	1624 Maryland Ave E	Saint-Paul	55106	96	gallons	cart	1
Frogtown Community Center	230 Como Ave	Saint-Paul	55103	96	gallons	cart	1
Griggs Rec Center	1188 Hubbard Ave	Saint-Paul	55104	96	gallons	cart	1
Griggs Rec Center	1188 Hubbard Ave	Saint-Paul	55104	96	gallons	cart	1
Groveland Rec Center	2021 St Clair Ave	Saint-Paul	55105	96	gallons	cart	1
Groveland Rec Center	2021 St Clair Ave	Saint-Paul	55105	96	gallons	cart	1
Groveland Rec Center	2021 St Clair Ave	Saint-Paul	55105	96	gallons	cart	1
S Hallie Q Brown Community Ctr & Food	270 Kent St	Saint-Paul	55103	4	yard	dumpster	1
S Hallie Q Brown Community Ctr & Food	270 Kent St	Saint-Paul	55103	96	gallons	cart	1
S Hallie Q Brown Community Ctr & Food	270 Kent St	Saint-Paul	55103	96	gallons	cart	1
S Hallie Q Brown Community Ctr & Food	270 Kent St	Saint-Paul	55103	96	gallons	cart	1
S Hallie Q Brown Community Ctr & Food	270 Kent St	Saint-Paul	55103	96	gallons	cart	1
Hamline Midway Library	1558 Minnehaha Ave W	Saint-Paul	55104	96	gallons	cart	1
Hamline Midway Library	1558 Minnehaha Ave W	Saint-Paul	55104	96	gallons	cart	1
Harriet Island CWW Pavilion	200 Dr Justus Ohage Blvd	Saint-Paul	55107	96	gallons	cart	1
Harriet Island CWW Pavilion	200 Dr Justus Ohage Blvd	Saint-Paul	55107	96	gallons	cart	1

Harriet Island CWW Pavilion	200 Dr Justus Ohage Blvd	Saint-Paul	55107	96	gallons	cart	1
Harriet Island CWW Pavilion	200 Dr Justus Ohage Blvd	Saint-Paul	55107	96	gallons	cart	1
Harriet Island East Park Grounds (Showb	110 Harriet Island Rd	Saint-Paul	55107	96	gallons	cart	1
Harriet Island East Park Grounds (Showb	110 Harriet Island Rd	Saint-Paul	55107	96	gallons	cart	1
Harriet Island East Park Grounds (Showb	110 Harriet Island Rd	Saint-Paul	55107	96	gallons	cart	1
Harriet Island East Park Grounds (Showb	110 Harriet Island Rd	Saint-Paul	55107	96	gallons	cart	1
Harriet Island East Park Grounds (Showb	110 Harriet Island Rd	Saint-Paul	55107	96	gallons	cart	1
Harriet Island East Park Grounds (Showb	110 Harriet Island Rd	Saint-Paul	55107	96	gallons	cart	1
Harriet Island East Park Grounds (Showb	110 Harriet Island Rd	Saint-Paul	55107	96	gallons	cart	1
Harriet Island Event Office	85 Water St W	Saint-Paul	55107	2	yard	dumpster	1
Harriet Island West Park Grounds (Padel	205 Dr Justus Ohage Blvd	Saint-Paul	55107	2	yard	dumpster	2
Harriet Island West Park Grounds (Padel	205 Dr Justus Ohage Blvd	Saint-Paul	55107	96	gallons	cart	2
Harriet Island West Park Grounds (Padel	205 Dr Justus Ohage Blvd	Saint-Paul	55107	96	gallons	cart	2
Hayden Heights Library	1456 White Bear Ave N	Saint-Paul	55119	96	gallons	cart	1
Hayden Heights Library	1456 White Bear Ave N	Saint-Paul	55119	96	gallons	cart	1
Hayden Heights Library	1456 White Bear Ave N	Saint-Paul	55119	96	gallons	cart	1
Hayden Heights Rec Center	1965 Hoyt Ave E	Saint-Paul	55119	96	gallons	cart	1
Hayden Heights Rec Center	1965 Hoyt Ave E	Saint-Paul	55119	96	gallons	cart	1
Hazel Park Rec Center	945 Hazel Ave N	Saint-Paul	55119	96	gallons	cart	1

Hazel Park Rec Center	945 Hazel Ave N	Saint-Paul	55119	96	gallons	cart	1
Highland Golf Course	1403 Montreal Ave	Saint-Paul	55116	4	yard	dumpster	1
Highland Golf Course	1403 Montreal Ave	Saint-Paul	55116	96	gallons	cart	1
Highland Golf Course	1403 Montreal Ave	Saint-Paul	55116	96	gallons	cart	1
Highland Golf Course	1403 Montreal Ave	Saint-Paul	55116	96	gallons	cart	1
Highland Golf Course	1403 Montreal Ave	Saint-Paul	55116	96	gallons	cart	1
Highland Park Aquatic Center	1840 Edgcumbe Rd	Saint-Paul	55116	2	yard	dumpster	1
Highland Park Community Center	1978 Ford Pkwy	Saint-Paul	55116	96	gallons	cart	1
Highland Park Community Center	1978 Ford Pkwy	Saint-Paul	55116	96	gallons	cart	1
Highland Park Community Center	1978 Ford Pkwy	Saint-Paul	55116	96	gallons	cart	1
Highland Park Community Center	1978 Ford Pkwy	Saint-Paul	55116	96	gallons	cart	1
Highland Park Library	1974 Ford Pkwy	Saint-Paul	55116	4	yard	dumpster	1
Highland Park Library	1974 Ford Pkwy	Saint-Paul	55116	96	gallons	cart	1
Highland Park Library	1974 Ford Pkwy	Saint-Paul	55116	96	gallons	cart	1
Highland Park Library	1974 Ford Pkwy	Saint-Paul	55116	96	gallons	cart	1
Historic Streetcar Station	1224 Lexington Pkwy N	Saint-Paul	55103	96	gallons	cart	1
Jimmy Lee/Oxford Community Center	270 Lexington Pkwy N	Saint-Paul	55104	2	yard	dumpster	1
Jimmy Lee/Oxford Community Center	270 Lexington Pkwy N	Saint-Paul	55104	96	gallons	cart	1
Jimmy Lee/Oxford Community Center	270 Lexington Pkwy N	Saint-Paul	55104	96	gallons	cart	1
Jimmy Lee/Oxford Community Center	270 Lexington Pkwy N	Saint-Paul	55104	96	gallons	cart	1
Langford Rec Center	30 Langford Park	Saint-Paul	55108	96	gallons	cart	1
Langford Rec Center	30 Langford Park	Saint-Paul	55108	96	gallons	cart	1
Linwood Rec Center	860 St Clair Ave	Saint-Paul	55105	96	gallons	cart	1
Linwood Rec Center	860 St Clair Ave	Saint-Paul	55105	96	gallons	cart	1
Martin Luther King Rec Center	271 Mackubin St	Saint-Paul	55102	96	gallons	cart	1

Martin Luther King Rec Center	271 Mackubin St	Saint-Paul	55102	96	gallons	cart	1
Martin Luther King Rec Center	271 Mackubin St	Saint-Paul	55102	96	gallons	cart	1
Martin Luther King Rec Center	271 Mackubin St	Saint-Paul	55102	96	gallons	cart	1
McDonough Rec Center	1544 Timberlake Rd	Saint-Paul	55117	96	gallons	cart	1
McDonough Rec Center	1544 Timberlake Rd	Saint-Paul	55117	96	gallons	cart	1
McDonough Rec Center	1544 Timberlake Rd	Saint-Paul	55117	96	gallons	cart	1
McDonough Rec Center	1544 Timberlake Rd	Saint-Paul	55117	96	gallons	cart	1
McDonough Rec Center	1544 Timberlake Rd	Saint-Paul	55117	96	gallons	cart	1
McDonough Rec Center	1544 Timberlake Rd	Saint-Paul	55117	96	gallons	cart	1
McDonough Rec Center	1544 Timberlake Rd	Saint-Paul	55117	96	gallons	cart	1
McDonough Rec Center	1544 Timberlake Rd	Saint-Paul	55117	96	gallons	cart	1
McDonough Rec Center	1544 Timberlake Rd	Saint-Paul	55117	96	gallons	cart	1
Merriam Park Library	1831 Marshall Ave	Saint-Paul	55104	96	gallons	cart	1
Merriam Park Library	1831 Marshall Ave	Saint-Paul	55104	96	gallons	cart	1
Merriam Park Library	1831 Marshall Ave	Saint-Paul	55104	96	gallons	cart	1
Merriam Park Library	1831 Marshall Ave	Saint-Paul	55104	96	gallons	cart	1
Merriam Park Rec Center	2000 St Anthony Ave	Saint-Paul	55104	96	gallons	cart	1
Merriam Park Rec Center	2000 St Anthony Ave	Saint-Paul	55104	96	gallons	cart	1
Merriam Park Rec Center	2000 St Anthony Ave	Saint-Paul	55104	96	gallons	cart	1
Merriam Park Rec Center	2000 St Anthony Ave	Saint-Paul	55104	96	gallons	cart	1
Merriam Park Rec Center	2000 St Anthony Ave	Saint-Paul	55104	96	gallons	cart	1
Mount Airy Community Center	91 Arch St E	Saint-Paul	55130	96	gallons	cart	1
Mount Airy Community Center	91 Arch St E	Saint-Paul	55130	96	gallons	cart	1
Mount Airy Community Center	91 Arch St E	Saint-Paul	55130	96	gallons	cart	1
North Dale Rec Center	1414 St Albans St N	Saint-Paul	55117	96	gallons	cart	1
North Dale Rec Center	1414 St Albans St N	Saint-Paul	55117	96	gallons	cart	1

North Dale Rec Center	1414 St Albans St N	Saint-Paul	55117	96	gallons	cart	1
NW Como Rec Center	1550 Hamline Ave N	Saint-Paul	55108	96	gallons	cart	1
NW Como Rec Center	1550 Hamline Ave N	Saint-Paul	55108	96	gallons	cart	1
Orchard Rec Center	875 Orchard Ave	Saint-Paul	55103	96	gallons	cart	1
Orchard Rec Center	875 Orchard Ave	Saint-Paul	55103	96	gallons	cart	1
Palace Community Center	781 Palace Ave	Saint-Paul	55102	96	gallons	cart	1
Palace Community Center	781 Palace Ave	Saint-Paul	55102	96	gallons	cart	1
Palace Community Center	781 Palace Ave	Saint-Paul	55102	96	gallons	cart	1
Phalen Golf Course	1615 Phalen Dr	Saint-Paul	55106	96	gallons	cart	1
Phalen Golf Course	1615 Phalen Dr	Saint-Paul	55106	96	gallons	cart	1
Phalen Golf Course	1615 Phalen Dr	Saint-Paul	55106	2	yard	dumpster	1
Phalen Golf Course	1615 Phalen Dr	Saint-Paul	55106	96	gallons	cart	1
Phalen Golf Course	1615 Phalen Dr	Saint-Paul	55106	96	gallons	cart	1
Phalen Golf Course	1615 Phalen Dr	Saint-Paul	55106	96	gallons	cart	1
Phalen Picnic Pavilion	1600 Phalen Dr	Saint-Paul	55106	2	yard	dumpster	1
Phalen Rec Center	1000 Wheelock Pkwy E	Saint-Paul	55106	96	gallons	cart	1
Phalen Rec Center	1000 Wheelock Pkwy E	Saint-Paul	55106	96	gallons	cart	1
Red River Kitchen at City House	258 Walnut St	Saint-Paul	55102	2	yard	dumpster	2
Red River Kitchen at City House	258 Walnut St	Saint-Paul	55102	2	yard	dumpster	2
Rice Rec Center	1021 Marion St	Saint-Paul	55117	96	gallons	cart	1
Rice Rec Center	1021 Marion St	Saint-Paul	55117	96	gallons	cart	1
Rice Rec Center	1021 Marion St	Saint-Paul	55117	96	gallons	cart	1
Rice Rec Center	1021 Marion St	Saint-Paul	55117	96	gallons	cart	1
Rice Street Library	1011 Rice St	Saint-Paul	55117	96	gallons	cart	1
Rice Street Library	1011 Rice St	Saint-Paul	55117	96	gallons	cart	1

[illegible]

St Paul City Hall Annex	25 4th St W	Saint-Paul	55102	96	gallons	cart	1
St Paul Fire Dept HQ / Fire Station 1	645 Randolph Ave	Saint-Paul	55102	96	gallons	cart	1
St Paul Fire Dept HQ / Fire Station 1	645 Randolph Ave	Saint-Paul	55102	96	gallons	cart	1
St Paul Fire Dept HQ / Fire Station 1	645 Randolph Ave	Saint-Paul	55102	96	gallons	cart	1
St Paul Fire Dept HQ / Fire Station 1	645 Randolph Ave	Saint-Paul	55102	96	gallons	cart	1
St Paul Fire Dept HQ / Fire Station 1	645 Randolph Ave	Saint-Paul	55102	96	gallons	cart	1
St Paul Fire Equipment Services	1675 Energy Park Dr	Saint-Paul	55108	2	yard	dumpster	1
St Paul Fire Equipment Services	1675 Energy Park Dr	Saint-Paul	55108	2	yard	dumpster	1
St Paul Fire Equipment Services	1675 Energy Park Dr	Saint-Paul	55108	96	gallons	cart	1
St Paul Fire Equipment Services	1675 Energy Park Dr	Saint-Paul	55108	96	gallons	cart	1
St Paul Fire Equipment Services	1675 Energy Park Dr	Saint-Paul	55108	96	gallons	cart	1
St Paul Fire Equipment Services	1675 Energy Park Dr	Saint-Paul	55108	96	gallons	cart	1
St Paul Fire Equipment Services	1675 Energy Park Dr	Saint-Paul	55108	96	gallons	cart	1
St Paul Fire Equipment Services	1675 Energy Park Dr	Saint-Paul	55108	96	gallons	cart	1
St Paul Fire Equipment Services	1675 Energy Park Dr	Saint-Paul	55108	96	gallons	cart	1
St Paul Fire Maintenance	676 Bedford St	Saint-Paul	55130	2	yard	dumpster	1
St Paul Forestry	1120 Hamline Ave	Saint-Paul	55108	96	gallons	cart	1
St Paul Forestry	1120 Hamline Ave	Saint-Paul	55108	96	gallons	cart	1
St Paul Forestry	1120 Hamline Ave	Saint-Paul	55108	96	gallons	cart	1
St Paul Police Department HQ	367 Grove St	Saint-Paul	55101	1	yard	dumpster	1
St Paul Police Department HQ	367 Grove St	Saint-Paul	55101	96	gallons	cart	1
St Paul Police Department HQ	367 Grove St	Saint-Paul	55101	96	gallons	cart	1
St Paul Police Department HQ	367 Grove St	Saint-Paul	55101	96	gallons	cart	1
St Paul Police Department HQ	367 Grove St	Saint-Paul	55101	96	gallons	cart	1
St Paul Police Department HQ	367 Grove St	Saint-Paul	55101	96	gallons	cart	1

[illegible]

[illegible]

St Paul Regional Water Services	1900 Rice St	Saint-Paul	55117	96	gallons	cart	1
St Paul Regional Water Services	1900 Rice St	Saint-Paul	55117	96	gallons	cart	1
St Paul Regional Water Services	1900 Rice St	Saint-Paul	55117	96	gallons	cart	1
St Paul Sewer Maintenance	419 Burgess St	Saint-Paul	55117	2	yard	dumpster	1
Sunray Library	2105 Wilson Ave	Saint-Paul	55119	2	yard	dumpster	1
West 7th Community Center	265 Oneida St	Saint-Paul	55102	96	gallons	cart	1
West 7th Community Center	265 Oneida St	Saint-Paul	55102	96	gallons	cart	1
West 7th Community Center	265 Oneida St	Saint-Paul	55102	96	gallons	cart	1
West Minnehaha Rec Center	685 Minnehaha Ave W	Saint-Paul	55104	96	gallons	cart	1
West Minnehaha Rec Center	685 Minnehaha Ave W	Saint-Paul	55104	96	gallons	cart	1
West Minnehaha Rec Center	685 Minnehaha Ave W	Saint-Paul	55104	96	gallons	cart	1