



CITY OF
FALCON HEIGHTS

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**Environment Commission
City of Falcon Heights**

**Monday, June 13, 2005
6:00 p.m.**

**City Hall Conference Room
2077 W. Larpenteur Avenue**

AGENDA

1. Approve minutes of April 11, 2005 and May 9, 2005
2. Elect chairperson
3. Review of draft recycling agreement and recommendation to city council (included)
4. Continue work on activity list (in minutes of May 9 meeting)



**City of Falcon Heights
Solid Waste Commission
April 11, 2005**

Present: Barany, Harding, Kielsmeier, Meah, Council Liaison Lamb, Staff Liaison Worthington
Absent: Millet

Lacking full attendance, election of chair and secretary for the current year was postponed. Commissioner Barany acted in both roles until departing at 6:40 pm, at which point commissioner Kielsmeier assumed the posts.

The meeting was called to order at 6:05 pm.

The commission welcomed county consultant Dan Krivit, who offered, at the expense of Ramsey County, advice on managing the City's recycling contract. The county has a wide range of county and regional plans which are at the disposal of the commission. County goals include protecting the environment and citizen health, having an integrated and cost-effective recycling system, and promoting generator responsibility. Policies to this end include city education, city long-term financing, city maximization of recycling, and temporary county service in the event that cities should fail on any of these fronts. These policies are tied to specific strategies of consultation, SCORE grants, and a market fund to induce cities to be responsible recyclers.

There are six principle areas in which city recycling plans can be targeted for improvement. Inclusion of multi-family households is the first. Second, increased education directed toward generators is invariably effective. Financial incentives offer a third area. Particularly, there are few incentives in Falcon Heights for using a 30 gallon waste bin as opposed to a larger one. Pricing increments can be effectively worked into city licensing schemes, as in Duluth, or can be encouraged through price publication. Revenue sharing from recycling revenues and further regulation are options four and five. The final area is increased services, although Mr. Krivit noted that Falcon Heights already has an extensive array of recycling services.

Commissioner Kielsmeier asked and was assured that recycling percentage benchmarks are well known and readily available. Falcon Heights now recycles standard goods, clothing, car batteries, and motor oil. The City's contract costs \$1.47 per household per month, with a flat fee of \$583 per month for multifamily households. The term is currently year-to-year. Residents are billed \$4.73 per quarter on a household basis.

The Commissioners discussed the possibility of adding white goods/appliances to the list of recyclables. Because of existing availability of those services in the Twin Cities marketplace, it was decided to forego adding them to the recycling menu. In addition, the Commission set aside the issue of food waste and composting indefinitely.

Krivit mentioned the need for some kind of measurement of participation. He suggested a curbside survey, done by the recycling company, to measure who is participating, what is in the bin, and how much is being recycled. He suggested that the Commission look at the Cit of Roseville's recent survey to get an idea of what is possible.

The Commission directed staff to try to re-negotiate the contract with E-Z for a longer term, commencing in January 2006. They further directed staff to investigate the following items:

1. Retention of current rate, or something close to the current rate.
2. Fuel costs vs. revenue sharing—what would that formula be?
3. 2 year extension to the contract
4. More frequent, or every other week pick-ups
5. Driver surveys
6. Status of single-stream collection

The Commission then discussed the change of name and mission of the Solid Waste Commission to the Environment Commission. Council liaison Lamb noted that it would be helpful to have the Commission spend some time thinking about its activities for 2005 at the next meeting. Staff was directed to add that as an agenda item for the May meeting.

The meeting adjourned at approximately 7:55 p.m.

Respectfully submitted,

Michael Barany, Commissioner
Heather Worthington, Staff Liaison

**City of Falcon Heights
Solid Waste Commission
May 9, 2005**

Present: Barany, Kielsmeier, Meah, Harding, Staff Liaison Worthington, Council Liaison Lamb

The meeting was called to order at 5:39 pm.

ANNOUNCEMENT

Commissioner Millet has formally stepped down due to her health. The commission regrets losing her and wishes her a swift recovery.

Roselawn resident Linda Smith will appear on the consent agenda for appointment to the commission at the City Council's Wednesday meeting. The mayor interviewed her and expects that she will be a fine addition to the commission. Smith was the sole candidate for this round of appointments, and future appointments will consider geographic distribution, per city policy with regard to commissioner appointments.

RECYCLING CONTRACT

Staff Liaison Worthington distributed a draft contract reflecting the outcomes of her meeting with EZ Recycling the previous week. She was looking for a similar contract to our current one, with possible revenue sharing. The current framework involves a \$0.13 per household per month increase in formal contract, which had been increased once for inflation to \$1.45 from its formal rate of \$1.42. The price will now be \$1.55 fixed for five years, without the provision for inflationary adjustment that was in the former contract. Our current rate would be \$1.70 if inflation had been tabulated from start of contract. Multifamily houses will receive a similar deal, but the price has not been finalized. Several new housing developments affect both single and multifamily resident populations.

The same collection terms were maintained, including textiles and car batteries. Revenue sharing would increase per household cost to \$1.70 and require more paperwork. It would yield about \$0.10 per household per month based on current paper prices and a contractual %50 sharing of net income.

Commissioner Kielsmeier asked about a possible opt-in provision for revenue sharing, for instance if the price of paper were to increase dramatically. We could have such a revenue sharing kick-in if prices go high enough. Tracking mechanisms already exists and will continue. There will be a new requirement of weekly or biweekly complaint reports including how they were resolved. We will also require EZ to distribute contact information to residents. The agreed-upon dual stream collection system will be added formally to the new contract as well.

New requirements include holding yearly meetings with EZ and mutually agreeing to contract extensions. Legal language regarding liability and insurance was also updated. Collection was switched to every other week in accord with standard industry practice, at no additional cost. Council Liaison Lamb added that in the case of holidays collection should stay on same schedule as garbage pickup, including same change of day in the case of a Monday holiday.

Staff Liaison Worthington will ask the City Attorney about provisions in case of sale of contract, ensuring that our current terms remain intact. Weekly collection would be much more expensive, costing from \$2.00 to \$2.10.

Commissioners generally assented to the current terms. Commissioner Harding will investigate the contractual minutia around plastics collection. The next step is to make a final contract in June for consideration by the commission and eventually the City Council.

GENERAL DISCUSSION

Commissioner Barany will make sure the high school knows about need for more commissioners. Recruitment will be a general issue for the summer.

Council Liaison Lamb introduced a discussion on future goals of the commission. Commissioners would research a topic or two of environmental interest and build informational materials and a library for the City to post on the City website. The commission can sponsor workshops on such topics. The Neighborhood Commission has expressed an interest in including educational materials at block parties, the dead of winter event, ice cream socials, and so forth. Division of labor would allow lots of information to be incorporated.

The Commission developed the following list of areas for research:

- Recycling
- Stormwater/runoff
- Solid waste MOU monitoring/enforcement
- Air and water quality
- Composting
- Wildlife gardening
- Raingardens
- Invasive plant species
- Green/forest management education
- Waste reduction
- Re-use
- Bell Museum EIS/public process
- Energy audit
- Data on pollution/effects from lawn mowers
- Open space

- Vehicle alternatives
- Household hazardous waste
- School networks for environmental issues (storm drain stenciling, tree surveys, park clean-ups, plantings)
- Yearly newsletter centered on environmental issues
- Electronics recycling
- Incentives for recyclers
- Clean-up day promotion and volunteers

Commissioner Kielsmeier added that accountability for current practices such as the hauler memorandum of understanding should be explored, and the commission should increase connect with schools, and team with Parks and Neighborhood Commissions. Commissioners also suggested that all research generated by these efforts could be put into an online library as a resource for the community.

Worthington reported that the new Bell Museum will be a green building, meaning that they will incorporate sustainable, environmentally sound elements in the building and use them as part of the exhibits. They will include a great deal of public communication during the construction process. Falcon Heights does not have jurisdiction over the site. She will keep the commission up to date as the process for the construction of the Bell moves forward.

The meeting was adjourned at 6:38 pm

Respectfully submitted,

Michael Barany, Commissioner
Heather Worthington, Staff liaison

AGREEMENT FOR RECYCLING COLLECTION

Final Draft--redlined

This agreement is made on the 22nd day of June, 2005, between the City of Falcon Heights, located at 2077 W. Larpenteur Avenue, Falcon Heights, Minnesota, 55113 ("City") and E-Z Recycling, Inc., a Minnesota corporation ("E-Z").

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This statement describes the terms and conditions for recycling collection by E-Z for the City.

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SECTION 1. DEFINITIONS

A. "Recycling collection" means the picking up of all recyclable materials accumulated at the curb or alley of mutually agreed upon residential properties and other City designated collection stops in the City, and the transporting of the recyclable materials to a specified processing site or market.

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B. "Recyclable materials" means the following:

1. newspaper, including all advertising supplements contained in daily and Sunday editions;
2. glass, including clear, brown and green glass food and beverage containers;
3. metal cans, including aluminum, steel, tin and bi-metal containers;
4. plastics, including all plastic bottles with a neck;
5. mixed mail including magazines, flyers and catalogs, office paper, including white or pastel stationery, computer, copier & adding machine paper, tablet or note pad paper, and white or pastel envelopes;
6. telephone books;
7. cardboard, including all brown corrugated cardboard;
8. motor oil;
9. automotive batteries;
10. chipboard boxes; and
11. clean used clothing and textiles
12. other materials as mutually agreed upon by E-Z and the City.

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SECTION 2: SERVICES TO BE PERFORMED

- A. For single family residences and multi-family residences with less than 18 dwelling units, E-Z will collect recyclable materials every other week, beginning January 6, 2006. Single family unit counts will be attached as a separate appendix to this agreement, and will be updated if changed (Appendix A).
- B. For multi-family residences with 18 or more dwelling units, E-Z will collect recyclable materials each Friday, beginning on January 6, 2006. Multi-family unit counts will be attached as a separate appendix to this agreement, and will be updated if changed (Appendix B).

C. Collection procedures: Dual Stream Collection System

The Contractor shall collect and process the residential curbside material within the form of a "dual stream" system whereby residents will continue to be instructed to commingle two groups of materials: (1) all food and beverage containers, including glass, metal and plastic bottles/jugs; and (2) all paper fiber products, including newspapers, boxboard, magazines, mixed mail, catalogs, phone books and corrugated cardboard. Usable clothing, motor oil, and automobile batteries are not to be included in either of these two categories.

The Contractor shall not make any changes to this "dual stream" collection/processing system for materials collected from the City without written approval of the City. Failure to receive City approval for any such changes shall be considered by the City as a breach of this Agreement subject to termination.

- D. E-Z will collect recyclable materials prepared as indicated below and placed at curbside or alley, as listed in 1B, but not limited to:

Newspapers, magazines, mixed mail, office paper, cereal and cracker boxes:

Place together in paper bag or recycling container. Keep separate from cans, glass, plastic. Do not combine with corrugated cardboard

Cans and glass (food and beverage), plastics (only bottles with a neck):

Rinse out and place in paper bags or recycling container. Keep separate from paper items. Flatten plastic bottles and remove caps and lids.

Corrugated Cardboard:

Flatten, place in paper bag or bundle with twine. Do not exceed 3 ft. x 3 ft. Do not combine with other paper.

Clean clothing and household linens:

Place in plastic bag and seal or tie. Put out next to recycling container.

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. . . glass: rinsed and placed unbroken in paper bag;

. . . metal: rinsed and placed in paper bag;

. . . plastics: rinsed, caps removed and placed in paper bag;

. . . magazines, mixed mail, and chipboard boxes: placed in paper bag;

. . . cardboard: flattened and tied in 3' by 3' bundles;

. . . motor oil: placed in clear or well-labeled container with secure screw-type lid;

. . . automotive batteries: placed alongside recycling container; and

. . . telephone books: placed in or under recycling container;

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Motor Oil:

Place in an airtight container with a lid, and place next to recycling bin at curbside.

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Automotive Batteries:

Place in recycling container, or on curbside with other recyclables.

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Improperly prepared recyclables, recyclables not reasonably free of food, dirt or other contaminants, or non-recyclable materials will be left in the container with an education tag explaining why the materials were not collect Ed.

In addition, E-Z shall utilize its best efforts to commence collection of other materials as markets become available.

The City will retain ownership of recycling containers, including multi-family containers, and will maintain them accordingly.

E-Z shall notify City when multi-family or single-family residential containers need maintenance or replacement.

D. Reporting requirements:

E-Z will report the following information to the City on a monthly basis, within fifteen (15) days of the end of the month the following information:

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1. The weight in pounds of each type of recyclable materials collected, including separate totals for multi-family and single family/fewer than 18-unit residences, and including all certified weight receipts;

2. The total number of collection stops made;

3. The delivery point and end market for all recyclables collected, including amounts of each type of material delivered to each market;

4. The amount and location of all materials stored by E-Z for more than 30 days;

5. The monthly spot market for recyclables.

6. Weekly complaints reports: Each week, the Contractor shall provide the City with a list of all customer complaints, including a description of how each was resolved.

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E. Equipment requirements:

1. E-Z must obtain appropriate licenses for each recycling vehicle or trailer. The

City is not responsible for licensing fees.

2. E-Z will maintain all recycling vehicles in proper working condition and have vehicles available for inspection by the City and Ramsey County.
3. Vehicles will be equipped with warning flashers, a broom and a shovel for spills, and E-Z's name and telephone number prominently displayed on both sides.
4. Vehicles will be constructed in such a way as to contain all materials from spilling, leaking or blowing out of the vehicle.

F. Missed collections:

1. E-Z will maintain a telephone number to handle customer complaints until at least 6:30 p.m. on collection days.
2. E-Z agrees to handle customer or City complaints, including returning for missed pickups, by 3:00 p.m. the day after collection is scheduled.
3. Upon request by the City, E-Z will provide a list of all customer complaints received, including a description of how each was resolved.
4. E-Z will distribute contact information for residents who wish to contact E-Z regarding a complaint or concern.

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G. Cleanup of spillage or blowing litter:

The Contractor shall adequately clean up any material spilled or blown during the course of collection and/or hauling operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage.

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H. Holidays:

When a collection day falls upon New Year's Day or Independence Day, collection will take place on the Saturday following the holiday.

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I. Yearly Meeting:

The Contractor and the City shall meet on an annual basis to discuss the contract and any issues or concerns that may arise on the part of one or both entities.

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SECTION 3. FINANCIAL TERMS

A. Payment:

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1. For single family residences and multi-family residences with less than 17 dwelling units, the City will pay E-Z \$1.55 per household or unit per month.

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2. For multi-family residences with 18 or more dwelling units, the City will pay E-Z a flat fee of \$596.40 per month.

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3. These fees include all applicable taxes and charges.

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4. The payment rate specified in subparagraphs 1 and 2 above shall continue for the five-year term of this contract.

SECTION 4. TERM OF CONTRACT

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This contract shall be in effect from January 1, 2006, through January 1, 2011. This agreement may be extended for an indefinite period of time upon mutual written agreement by both parties.

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SECTION 5. CANCELLATION

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Either party may cancel this agreement at any time, with cause, upon sixty (60) days written notice to the other party. The city will regard, but not be limited to, repeated missed collections, repeated improper or late reporting, repeated unresolved customer complaints, or repeated failure to abide by any other terms of this agreement as sufficient cause for cancellation. In the event of termination, the City will pay E-Z for services provided up to the termination date.

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SECTION 6. GENERAL CONDITIONS

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A. All services and duties performed by E-Z pursuant to this agreement will be performed to the satisfaction of the City and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations as a condition of payment. E-Z agrees to comply with Minnesota Statutes 181.59, relating to non-discrimination.

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B. E-Z must obtain and provide the City with a certificate of insurance indicating the following minimum levels of insurance coverage:

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1. Workers Compensation insurance

Workers Compensation insurance shall meet the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.

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2. Commercial General Liability insurance

Commercial General Liability insurance shall be at the limits of at least \$1,000,000 general aggregate, \$1,000,000 products - completed operations \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence \$500,000

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fire damage and \$50,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.

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3. Commercial Automobile Liability insurance

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident.

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C. The provisions of this agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the agreement.

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. claims, damages, losses and expenses, including, but not limited to, attorney's
. fees, which they may suffer or for which they may be held liable as a result of the
. fault of E-Z or its employees.¶

D. This agreement embodies the entire agreement between the parties, including all prior understanding and agreements, and may not be modified except in writing signed by all parties.

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E. Independent Contractor:

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. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the 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.

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F. Hold Harmless:

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the contractor to fully perform, in any respect, any of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

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G. Data Practices:

The 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. The 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 the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws. All Proposals shall be treated as non-public information until the proposals are opened for review by the City. At that time the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. C. 13.

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H. Contract termination:

The City may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract if the default has not been cured after a ten (10) days written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

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I. Transfer of Interest:

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this contract without prior approval of the City Department Contract Manager designated herein.

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J. Liquidated Damages:

The Contractor shall agree, in addition to any other remedies available to the City, the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations:

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1. Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner: \$50 per incident.
2. Failure to collect properly notified missed collections: \$250 per incident.
3. Failure to receive City written approval of changes to the "Two-Sort" collection/processing system prior to implementing any such change: \$1,000

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CITY OF FALCON HEIGHTS

E-Z RECYCLING, INC.

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By: _____
City Administrator

By: _____
Chief Executive Officer

By: _____
Mayor

By: _____
Executive Vice President

be increased

annually, effective _____ and _____, at the same rate as the change in the consumer price index for the preceding 12-month period. As used herein, the term "consumer price index" shall mean the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index for all urban consumers (CPI-U), seasonally adjusted, all items, Minneapolis-St. Paul."

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E-Z must obtain and provide the City with a certificate of insurance indicating the following minimum levels of insurance coverage are in effect:

- Worker's Compensation ----- Statutory
- Contractor's Public Liability ----- \$300,000 injury to one person
\$500,000 to two or more persons
- Property Damage ----- \$100,000 minimum
- Automobile Public Liability ----- \$300/\$500/\$100,000 minimum
- Bond ----- Equal to three months total hauling fees

The Certificate of Insurance shall contain a provision that the coverage will not be canceled without thirty (30) days prior notice to the City.

Appendix A
Section 2: Services to be Performed
Agreement for Recycling Collection
E-Z Recycling and the City of Falcon Heights
June 22, 2005

Single family units (less than 18 dwelling units): 1,324

Appendix B
Section 2: Services to be Performed
Agreement for Recycling Collection
E-Z Recycling and the City of Falcon Heights
June 22, 2005

Multi-family units (18 or more dwelling units): 616