

AGENDA
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
5:00 P.M. Monday, May 13, 2013
Council Chambers, City Hall

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. UNFINISHED BUSINESS

1. Commission Candidate Interviews
 - a. Heritage Preservation Commission
 - b. Human Rights Commission

E. NEW BUSINESS

1. Presentation of Comprehensive Annual Financial Report – 2012
2. Maplewood Recycling Program
 - a. Tennis Sanitation, LLC
 - i. 2012 Annual Report
 - ii. Work Plans
 - iii. Extension of Recycling Contract
 - b. Purchase and Delivery of Recycling Carts
 - c. Recycling Rates

F. ADJOURNMENT

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AGENDA REPORT

TO: James Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
 Sarah Burlingame, Senior Administrative Assistant
DATE: **May 7, 2013**
SUBJECT: **Commission Candidate Interviews**
 a. Heritage Preservation Commission
 b. Human Rights Commission

INTRODUCTION

The City Council will be conducting interviews of candidates for the Human Rights Commissions and Heritage Preservation Commission. There are 4 openings within the commissions. The Heritage Preservation Commission has three openings and The Human Rights Commission has one opening. These openings are due to terms expiring and resignations. These interviews are a continuation from the April 29th workshop.

RECOMMENDATION

Staff recommends that the Council interview the candidates as indicated in the schedule below. The suggested questions will be submitted under separate cover to the Council. During the interview process, Council Members should fill out their ballots. Once the Interviews have concluded, Council Members should submit their ballots to staff, which will be tallied with the results brought back to the Council during the following regular meeting with recommendations for appointments.

RECOMMENDATION (continued)

Time	Candidate	Commission
5:00	Question Selection	
5:05	Jeffrey Kringle	Human Rights Commission
5:15	Richard Currie	Heritage Preservation Commission
5:25	Robert Creager	Heritage Preservation Commission

Attachments: Candidate Applications in order of interview schedule



CITY OF MAPLEWOOD BOARDS AND COMMISSIONS APPLICANT INFORMATION FORM

Name: Jeffrey D. Kringle Date: March 12, 2013

Personal Information

Minnesota State Statute §13.601 states that once an individual is appointed to a public body, the following additional items of data are public:

- (1) residential address; and
- (2) either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee.

ADDRESS: _____ Zip: _____

PHONE: Home _____ Work _____ Cell _____

EMAIL: _____

1. Please check which Board and/or Commission you are interested in serving?
- | | |
|--|---|
| <input type="checkbox"/> Housing & Economic Development Commission | <input checked="" type="checkbox"/> Human Rights Commission |
| <input type="checkbox"/> Business Representative <input type="checkbox"/> Resident | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Community Design Review Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Environmental & Natural Resources Commission | <input type="checkbox"/> Police & Civil Service Commission |
| <input type="checkbox"/> Heritage Preservation Commission | |

2. How long have you lived in Maplewood? 1995-2006

3. Will other commitments make regular attendance at meetings difficult? Yes No

4. Please list specific reasons why you would like to serve on this Board or Commission?
Reappointment. Human rights is a passion of mine

5. Do you have any specific areas of interest within the Board's or Commission's scope of responsibilities?
No

6. List any community organizations or activities in which you have recently or are now an active participant.
Sitting Co-chair, Diversity Planning Committee, Chair, emeritus 2000-2005

Please share any additional comments on why you should be selected by the City Council.
I will serve @ the pleasure of Honorable Mayor and chair of the Commission. Thank you.

You may attach a resume or other summary of your background and experience for appointment to this Commission

THE INFORMATION CONTAINED IN THIS APPLICATION SHALL BE CLASSIFIED AS PUBLIC EXCEPT FOR TELEPHONE NUMBERS, HOME ADDRESS AND E-MAIL ADDRESS.

Return or mail this application to: City of Maplewood, 1830 County Road B East, Maplewood, MN 55109

CITY OF MAPLEWOOD
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM



Name: Richard E. Cuffie

Date: 2/14/13

Personal Information

Minnesota State Statute §13.601 states that once an individual is appointed to a public body, the following additional items of data are public:

- (1) residential address; and
- (2) either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee.

ADDRESS: _____ City _____ Zip _____

PHONE: Home _____ Work _____ Cell _____

EMAIL: _____

1. Please check which Board and/or Commission you are interested in serving?
- | | |
|--|--|
| <input type="checkbox"/> Housing & Economic Development Commission | <input type="checkbox"/> Human Rights Commission |
| <input type="checkbox"/> Business Representative <input type="checkbox"/> Resident | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Community Design Review Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Environmental & Natural Resources Commission | <input type="checkbox"/> Police & Civil Service Commission |
| <input checked="" type="checkbox"/> Heritage Preservation Commission | |

2. How long have you lived in Maplewood? 60 years plus

3. Will other commitments make regular attendance at meetings difficult? Yes No

4. Please list specific reasons why you would like to serve on this Board or Commission?
I AM RE APPLY TO THE COMMISSION

5. Do you have any specific areas of interest within the Board's or Commission's scope of responsibilities? YES TO HIST PRESERVAT. THE HISTORY OF MAPLEWOOD

6. List any community organizations or activities in which you have recently or are now an active participant. MAPLEWOOD AREA HISTORICAL SOCIETY A LIFETIME MEMBER
Sec TV 19, ON LOCATION St. Paul Hiking Club.

Please share any additional comments on why you should be selected by the City Council.

You may attach a resume or other summary of your background and experience for appointment to this Commission

THE INFORMATION CONTAINED IN THIS APPLICATION SHALL BE CLASSIFIED AS PUBLIC EXCEPT FOR TELEPHONE NUMBERS, HOME ADDRESS AND E-MAIL ADDRESS.

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**CITY OF MAPLEWOOD
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM**

Name: ROBERT L. CREAGER Date: 4/17/2013

Personal Information

Minnesota State Statute §13.601 states that once an individual is appointed to a public body, the following additional items of data are public:

- (1) residential address; and
- (2) either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee.

ADDRESS: _____ City _____ Zip _____

PHONE: Home _____ Work _____ Cell _____

EMAIL: _____

1. Please check which Board and/or Commission you are interested in serving?

- | | |
|--|--|
| <input type="checkbox"/> Housing & Economic Development Commission | <input type="checkbox"/> Human Rights Commission |
| <input type="checkbox"/> Business Representative <input type="checkbox"/> Resident | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Community Design Review Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Environmental & Natural Resources Commission | <input type="checkbox"/> Police & Civil Service Commission |
| <input checked="" type="checkbox"/> Heritage Preservation Commission | |

2. How long have you lived in Maplewood? 1957 GRADUATED NSP HI, HOME 1940'S

3. Will other commitments make regular attendance at meetings difficult? Yes No

4. Please list specific reasons why you would like to serve on this Board or Commission?

BEEN ON IT SINCE 2003

5. Do you have any specific areas of interest within the Board's or Commission's scope of responsibilities?

HISTORY

6. List any community organizations or activities in which you have recently or are now an active participant.

SING WITH THE HYMNSTERS GROUP OF SENIORS, MONDAYS.

Please share any additional comments on why you should be selected by the City Council.

LIVED IN AREA SINCE 1944, POINT DOUGLAS & HWY. 61.
NOW SOUTH MAPLEWOOD.

You may attach a resume or other summary of your background and experience for appointment to this Commission

THE INFORMATION CONTAINED IN THIS APPLICATION SHALL BE CLASSIFIED AS PUBLIC EXCEPT FOR TELEPHONE NUMBERS, HOME ADDRESS AND E-MAIL ADDRESS.

Return or mail this application to: City of Maplewood, 1830 County Road B East, Maplewood, MN 55109

AGENDA REPORT

To: Jim Antonen, City Manager
From: Gayle Bauman, Finance Manager
SUBJECT: Presentation of Comprehensive Annual Financial Report - 2012
Date: May 6, 2013 for May 13, 2013 council workshop

BACKGROUND

Members of the City Council have received a copy of the Comprehensive Annual Financial Report (CAFR) and an electronic version is available on our website as well.

The CAFR will be submitted to the State Auditor's Office after acceptance by the Council. The due date is June 30th.

A representative with the firm of Kern, DeWenter, Viere, Ltd. will present the results of the audit at the May 13th workshop. The council will be asked to formally accept the CAFR at the May 13th regular meeting.

HIGHLIGHTS

The General Fund had an increase in its fund balance of \$486,089. From 2011 to 2012, revenues of the general fund decreased 0.8% while expenditures increased 1.1%.

The General Fund balance at the end of 2012 is \$8,431,416. Of this amount, \$346,780 is designated for carryovers, \$79,320 is designated for encumbrances and \$557,490 is designated for next year's budget. Fund Balance is required to fund operations during the first half of the following year until the next property tax payment is received from Ramsey County.

The legal debt limit at the end of 2012 is \$95,043,204. The city has \$79,477,297 in outstanding bonds. Of that amount, \$3,355,000 is subject to the legal debt margin.

Debt service funds increased by \$2,091,898; from \$10,298,222 to \$12,390,120 mainly due to issuance of advanced refunding debt in the amount of \$2,505,000.

The unrestricted net assets in the six proprietary funds total \$1,292,273. Three of the six proprietary funds have positive balances. The Community Center Operations Fund, Ambulance Service Fund and Street Light Utility Fund have deficit balances.

The Employee Benefits Fund net assets increased from (\$269,095) to \$383,676. This was mainly due to a change in accounting principle regarding our OPEB liability.

FINDINGS

The two findings noted in the 2011 audit were all addressed during 2012. One finding has been identified for 2012:

- The auditors questioned one of our contractors' payments and it was determined that the work was actually completed in 2012 and therefore the expenditure needed to be recognized in 2012 and removed from 2013.

RECOMMENDATION

No action is requested at this time.

MEMORANDUM

TO: Jim Antonen, City Manager
FROM: Shann Finwall, AICP, Environmental Planner
SUBJECT: **Maplewood Recycling Program**
DATE: May 7, 2013, for the May 13 City Council Workshop

INTRODUCTION

Maplewood's recycling program offers the collection of recycling to 11,345 single family homes and 4,170 multi-family homes (15,515 total). Recycling is picked up curbside in an 18-gallon recycling bin once a week, following the City's five day-certain recycling pick up schedule. The City contracts with Tennis Sanitation, LLC, for its recycling service. The contract expires December 31, 2013.

This report updates the City Council on Tennis' contract requirements, contract extension scenarios, use of recycling carts, and recycling rates.

DISCUSSION

Tennis Sanitation, LLC

Maplewood's contract with Tennis for residential recycling service requires them to submit an annual report and work plan. The annual report should include, at a minimum, quantities of recyclable materials collected; quantities marketed; quantities stored; quantity of process residual disposed; recycling service fee; log of all resident addresses where education tags were left because of non-targeted materials set out for recycling; and log of all complaints. The work plan should include proposals for recycling system improvements.

2012 Annual Report

The 2012 annual report summarizes the City's single and multiple family recycling programs (Attachment 1). Observations made in the report include:

- Average pounds per single family household per month = 41.95
- Annual net total tons collected for single family were = 2,313.61
- Average pounds per multiple family household per month = 11.47
- Annual net tons collected for multiple family household = 276.88
- Paper tonnage volume increased over the last quarter of the year
- Overall tonnage volume increased over the last quarter of the year
- Cardboard and paper still make up a large volume due to retail packaging.

Work Plans

2012 Work Plan – Cart Pilot Project

Tennis' 2012 work plan included a cart pilot project. The project compared recycling participation and rates with the use of recycling bins versus the use of 65 gallon recycling carts over a twelve-month period. Included in the project were 213 single family residential properties located within the City's Wednesday recycling route (north of Beam Avenue to County Road D,

and west of Highway 61 to Walters Street). The project tracked the number of residents that do not place their recycling out on a weekly basis (not-outs) and weight (in tons) per month.

Analysis of the project (Attachment 2) shows that volume of recyclables increased by 37 percent and not-outs decreased by 33 percent (which signals an increase in overall participation). The City and Tennis have received several positive comments about the carts from residents within the project area. The City also receives several inquiries weekly about when the City will be switching to carts. Reasons noted for wanting the change include ease of wheeling the recycling cart to the curb, increased recycling storage space, and cleaner neighborhoods.

2013 Work Plan

The 2013 Work Plan (Attachment 3) proposes the collection of retail plastic bags, the completion of a participation study and follow up education for nonparticipating residents, and final analysis of the cart pilot project.

Extension of Recycling Contract

Tennis was awarded Maplewood's recycling contract in the fall of 2010 for service beginning January 1, 2011. The contract runs for a period of three years (ending 2013) with the possibility of two one-year extensions. Tennis currently charges the City \$1.75 per unit per month for recycling service.

During the January Environmental and Natural Resources (ENR) Commission meeting, the commission recommended that staff begin negotiations with Tennis for an extension of the recycling contract. Susan Young, Foth Infrastructure and Environment, LLC, assisted staff with the negotiations. Ms. Young's consulting service was covered by a grant from Ramsey County's Public Entities Recycling/Solid Waste Technical Assistance Program. Staff negotiated three scenarios of contract extensions including the use of the City's existing recycling bins, contractor-supplied recycling carts, and City-supplied recycling carts:

1. Use of Existing Recycling Bins - Tennis proposed no increase to recycling rates for two years with the continued use of City-supplied recycling bins. The rate would remain at \$1.75 per unit per month for the first two years of a contract extension (2014 and 2015) and \$2.00 per unit per month for two additional extensions (2016 and 2017).
2. Contractor-Supplied Recycling Carts - Tennis proposed to supply recycling carts for Maplewood residential properties with at least a four-year contract. Cost of the contract would be \$2.50 per unit per month for the first two years of the contract (2014 and 2015) and \$2.75 per unit per month for two additional years (2016 and 2017).
3. City-Supplied Recycling Carts - If the City purchases recycling carts, Tennis proposes no increase to recycling rates, remaining at \$1.75 per unit per month for a two-year extension (2014 and 2015) with the possibility of two additional one-year extensions. The City would need to charge an additional fee for carts as discussed later in the report. Additionally, the City will capture 70 percent of the revenue earned for any increases in tonnage of materials collected with the use of recycling carts over tonnage collected that month in 2012 with the use of recycling bins.

Staff updated the existing recycling contract to reflect changes proposed in scenario 3 (two year extension with City-supplied recycling carts). Review the draft contract on Attachment 4. Other highlights of the draft contract include:

- Language which allows churches and small businesses to opt into the City’s recycling program at a cost of \$1.75 for the first two 95 gallon carts and \$1.75 per cart per month thereafter. (This does not include the cart fee which would be assessed by the City.)
- Removal of the maximum truck weight of 40,000 pounds to allow Tennis to switch to automated collection trucks.
- Change recycling collection start time from 7 a.m. to 6 a.m. to match City Code and the City’s trash hauling contract.
- Requirements for a cart distribution and management plan.

Purchase and Delivery of Recycling Carts

Cart Purchase

The results of the cart pilot project have shown an increase in recycling tonnage and participation. With this information and the fact that the City recently negotiated pricing for carts for City-wide residential trash service, the City should consider the purchase of recycling carts for its recycling program. Ownership of the carts will also assure the best pricing for future recycling contracts, as the contractor does not have to cover the cost of carts.

Staff negotiated pricing with two cart manufacturers through HGAC BuyBoard Cooperative Purchasing. Staff estimates the City would need 12,550 recycling carts for curbside recycling service. The carts would include 65 gallon carts for a majority of the households, and 32 gallon carts for smaller households. The carts would be manufactured with up to 50 percent post consumer waste product, black in color with a different color lid to represent recycling, and include radio frequency identification devices (RFID) installed for future cart and customer service tracking. Tennis does not currently have RFID readers installed in their trucks, but the City should pre-install the RFIDs for future recycling contracts and to save money on retrofitting carts with RFIDs in the future. Following are the price quotes received:

Contractor	Cart Cost Estimate (carts, RFID, freight – no tax included)
Otto Environmental Systems The City purchased trash carts through Otto in 2012. Otto’s estimate includes the same price per cart as offered for the trash carts last year.	\$462,284
Rehrig Pacific Company Tennis currently uses Rehrig carts in its trash and recycling collection in other cities.	\$517,133

Cart Delivery

Tennis, Otto, and Rehrig have given the City estimates for cart assembly and delivery. This would include staging of carts once shipped, assembly of carts, delivery to homes, and scanning all cart RFIDs upon delivery for future contracts. Estimates range from \$4.15 to \$4.55 per cart, or \$52,082 to \$57,102 total.

Delivery of carts to residents would take place in December 2013, for service beginning January 1, 2014.

Recycling Rates

In 2013 the City increased recycling rates by 15 percent to cover a shortage of reserves in the recycling fund. Rates had historically been held low, with slight increases every other year.

History of Maplewood Recycling Rates

YEAR	Per Household Per Quarter	Per Household Per Month	% Increase from Previous Year
2007	\$6.05	\$2.02	0%
2008	\$6.35	\$2.12	5%
2009	\$6.35	\$2.12	0%
2010	\$6.35	\$2.12	0%
2011	\$6.66	\$2.22	5%
2012	\$6.66	\$2.22	0%
2013	\$7.68	\$2.56	15%

Ramsey County reports that Maplewood has the lowest recycling rates in the County. During 2010 and 2011, Maplewood ranked last for pounds of recycling per household and pounds per person compared to all other communities. The County also reports that Maplewood's municipal recycling fee per dwelling unit is low compared to other communities. The range of municipal yearly recycling rates in 2012 was \$24 to \$76.18 in Ramsey County. Maplewood's yearly rate in 2012 was \$26.64.

The City would fund the recycling carts with equipment certificates financed over seven years. Staff estimates the cost of funding the carts to be 75 cents per household per month at a minimum. This is also the increase in Tennis' proposed contract extension scenario with contractor-supplied carts and the fee charged by the City to fund our trash carts. A 75 cent per month per household increase would bring recycling rates to \$39.72 per year, which is a 30 percent increase. This rate would still place the City at the low end of yearly recycling rates charged in other communities in the County. The cost of the carts could also be offset by the proposed 70 percent revenue share the City would receive for tonnages over those collected with carts.

A more detailed analysis would be conducted during a cart procurement process this summer. Bonding for the carts would take place in the fall, with delivery in December, for start of service January 1, 2014.

RECOMMENDATION

Review the Recycling Program information and offer comment and feedback. In addition, staff recommends that the City Council authorize staff to finalize the two-year recycling contract extension with Tennis Sanitation, LLC, for approval by the City Council on June 10, 2013. Additional information on the process for the procurement of recycling carts will follow.

Attachments:

1. 2012 Annual Recycling Report and Attachments (Educational Tags and Complaints/Compliments)
2. Recycling Cart Pilot Project
3. 2013 Recycling Work Plan
4. Draft Contract Agreement Between the City of Maplewood and Tennis Sanitation, LLC for Recycling

2012

Maplewood Recycling Report



Greg & Willie Tennis

Tennis Sanitation

1/30/2013



Index of Recycling Report

Letter of Purpose.....	Page 1
Recycling Data Summary.....	Page 2
Recycling Data (Single Family).....	Page 3
Recycling Data (Multi-family).....	Page 4
Multi-family individual summary letter.....	Page 5
Inquiries, Linens, Cardboard, & Parks Summary.....	Page 6
Composite Studies.....	Page 7
Environmental Impact Analysis.....	Page 8
Fun Facts to be proud of.....	Page 9,10,11,12 & 13
Glass Recycling Processor.....	Page 14
Market Report - the end markets.....	Page 15
Additional Items.....	Page 16
Summary of Year-end Recycling Report.....	Page 17

Appendix of Recycling Report

Recycling Report Summary (ALL).....	Appendix A
Recycling Report (Multi-family).....	Appendix B
Monthly Recycling Report Letter (Example).....	Appendix C
Monthly Multi-family Report Data (Example).....	Appendix D
Monthly Single Family Report Data (Example).....	Appendix E
Data Summary Not-outs by route/Participation, Park Weights...	Appendix F

Educational Tags and Complaints/Compliments Log Report

Educational Tags.. (see separate attachment).....	3 ring binder
Compliments/Complaints...(see separate attachment).....	3 ring binder



January 30, 2013

City of Maplewood

Maplewood, MN 55109
1830 County Road B E
RE: LETTER OF PURPOSE

Dear City of Maplewood,

This Year-end recycling report has been prepared for the City of Maplewood.

The report contains summaries of recycling data for both single family and multi-family, inquiries, composite study information, environmental impact report, fun facts and a market report of recycling markets, along with a final summary of the report.

The data in this report will assist us in developing a better understanding of the past, present and future progress of the City of Maplewood's recycling program.

Our goal is to develop future strategies to enhance the recycling programs already in place.

Sincerely,

Greg and Willie Tennis
Tennis Sanitation



RECYCLING DATA SUMMARY

In this report we have compiled annual data from both single family and multi-family dwellings (SEE APPENDIX A). This data includes:

- Net tonnage of all residential and multi-family dwellings combined (tan)
- Break-out of single family tonnage and set-out rates (yellow)
- Break-out of multi-family tonnage (blue)
- Separate measurement of weights for cardboard and linens (bottom of APPENDIX A)
- Break-out of single family recycling materials by type and weight (yellow)
- Break-out of multi-family recycling materials by type and weight (blue)
- Break-out of combined tonnages (green)
- Inquiries tracked per month (bottom of APPENDIX A)

The data is compiled from recyclable materials collected from our drivers on designated Maplewood routes. Loads are weighed; weights are then compiled over a month's period of time. Weights are broken out based on a composite ratio of the entire load.



RECYCLING DATA (SINGLE FAMILY)

The Single Family Data in APPENDIX A (yellow) was compiled from the single family homes after taking out the multi-family weights. From this data – we are able to illustrate the weight per home (in lbs.) per month. We also have tracked the number of residents (“Not-outs”) that do not place their recycling out on a weekly basis. This year we had also monitored "participation" by route. The data from the routes is compiled from the Single Family data spreadsheet which details each route day and the total tons collected (APPENDIX E) – Please note that only one route is illustrated.

In analyzing the single family data, we are able to provide the following observations:

- Average lbs. per household per month (WPH) = 41.95 lbs. per month
Last year (WPH) = 38.91 lbs. per month
- Paper tonnage volume increased over the last quarter of the year
- Overall tonnage volume increased over the last quarter of the year
- Annual Net total tons collected for single family (ANTSF) was 2,313.61 tons
Last year (ANTSF) = 2,146.06 tons for the year

Additional Trends:

Cardboard and paper still make up a large volume due to the retail packaging. And because we provide a one-sort collection process that offers the residences the convenience of collecting additional recyclable materials and larger items such as corrugated cardboard boxes we see that paper/fiber illustrates strong numbers in 2012.



RECYCLING DATA (MULTI-FAMILY)

The Data in APPENDIX A (Blue) is the actual data compiled from net total weight family homes after factoring-out the multi-family weights. From this data – we are able to illustrate the weight per unit (in lbs.) per month. To assist us in providing accurate data, we compile weights on a quarterly basis. This weight is then used to provide us with a fair average of weight generated by each multi-family unit. Our drivers then documented the number of carts dumped at each location on a weekly basis (see APPENDIX D). These weights are then added at the end of each month to provide us with a net total. From the report we are able to calculate the weight per unit per month.

In analyzing the multi-family data, we are able to provide the following observations:

- Average lbs. per unit per month (WPMF) = 11.47 lbs. per month
Last year (WPMFH) = 12.96 lbs. per month
- Paper tonnage volume increased over the last quarter of the year
- Overall tonnage volumes were very consistent over the 12 month period
- Annual Net total tons collected for multi-family (ANTMF) was 276.88 tons
Last year (ANTSF) = 312.73 tons for the year

How are the weights determined for the multi-family data? On a quarterly basis – we use one truck to collect all multi-family dwellings. The total weight is then divided by the number of carts emptied to get an average weight per cart. This data is then entered into multi-family spreadsheet. See APPENDIX D for an example of this report.

This data is significant because we are able to easily separate this data from the total tons collected on each day of collection. The remaining tonnage is then the actual tonnage which comes from the single family homes.



MULTI-FAMILY INDIVIDUAL SUMMARY LETTER

From the data compiled over the twelve months we are able to provide each multi-housing property with an accurate summary report of their recycling volumes (APPENDIX B). We also provide them with some information on how their efforts help with the environment along with additional information to assist them in enhancing their recycling efforts.

ENVIRONMENTAL IMPACT ANALYSIS	TENNIS SANITATION
Property: English Manor Apartments	ESTIMATED TOTAL TONS RECYCLED: 2.99

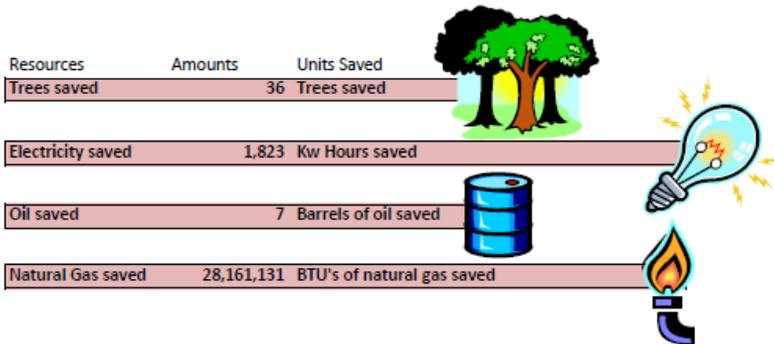
Dear Property Manager,
 Below is a recap of your recycling efforts from last year. Please notice the amount of recycling materials your tenants recycled and the estimated resources you saved from each category.

Also, please contact us if you would like further information on ways to enhance your recycling. You can contact us at 651-459-1887. Awesome job on recycling!!

Thank you for recycling,
Greg & Willie Tennis
 Sincerely, Greg and Willie Tennis

Recycling Type	MW total		Resource Saved	Calc/ Resource	Total Resources Saved	
	Tons	Units			Saved	Type
Paper	2.09	tons	Trees	1 ton = 17 Trees	35.5	trees
Paper	2.09	tons	Electricity	1 ton = 601 Kw Hours	1,256	Kw hours of electricity
Paper	2.09	tons	Oil	1 ton = 1.7 barrels of oil	3.55	barrels of oil
Aluminum	0.04	tons	Ore	1 ton = 4 tons of ore	0.14	tons of ore
Aluminum	0.04	tons	Electricity	1 ton = 14,000 Kw Hours	502	Kw hours of electricity
Aluminum	0.04	tons	Oil	1 ton = 40 barrels of oil	1.44	barrels of oil
Tin/bi-metal	0.07	tons	Ore	1 ton = 1.49 tons of ore	0.10	tons of ore
Tin/bi-metal	0.07	tons	Electricity	1 ton = 642 Kw Hours	44	Kw hours of electricity
Tin/bi-metal	0.07	tons	Oil	1 ton = 1.8 barrels of oil	0.12	barrels of oil
Plastics	0.28	tons	Oil	1 ton = 6.3 barrels of oil	1.79	barrels of oil
Plastics	0.28	tons	Electricity	1 ton = 5,774 Kw Hours	1	Kw hours of electricity
Plastics	0.28	tons	Natural Gas	1 ton = 98,000,000 btu's	27,840,857	BTU's of fuel
Glass	0.45	tons	Sand	1 ton = 1,330 tons of sand	597	tons of sand
Glass	0.45	tons	Electricity	1 ton = 42 Kw Hours	19	Kw hours of electricity
Glass	0.45	tons	Oil	1 ton = .12 gallons of oil	0.05	barrels of oil
Glass	0.45	tons	Natural Gas	1 ton = 714,000 btu's	320,275	BTU's of fuel

Environmental Impact Summary



**Disclaimer: The above numbers represent conversions from industrial and recycling markets. These numbers are ESTIMATED resources saved. All calculations are taken from annual total tons from Maplewood Final Recycling Report.

INQUIRIES SUMMARY

Below are twelve months of data documenting the number of residents that called into our office. The most common calls were comprised of residents asking what additional items they could recycle. Other less common calls were to see if our driver could come back because they forgot to put out their materials in time and the occasional request of how to dispose of hazardous waste. You will also notice the inquiries had decreased from last year by 84 calls.

We are confident that our Customer Service Staff (CSRs) resolved all inquiries to the resident’s satisfaction. The amount of inquiries to actual residents serviced average less than ½ percent. Our team of CSRs and professional drivers are committed to providing the best service to the City of Maplewood – we feel this report is direct result of this commitment.

TOTAL INQUIRIES FOR 2012

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
39	16	24	13	22	14	19	21	30	29	23	10	260

TOTAL INQUIRIES FOR 2011

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
87	64	70	38	16	16	11	15	5	5	5	12	344

LINENS AND SHOES SUMMARY

Linens and shoes for the year totaled 3,692 pounds.



Last year Linens and shoes for the year totaled 6,217 pounds.

CARDBOARD SUMMARY

Cardboard collected from city facilities and buildings totaled 92,850 pounds.



Last Year Cardboard collected from city facilities and buildings totaled 105,615 pounds.

RECYCLING COMPOSITE STUDY

In the 2nd week of October 2012 – our processing facility took three trucks of material from Maplewood’s Monday through Friday recycling routes. The tare weight of the contents was documented, the sorting floor was cleared and the three truck’s loads were sorted into 11 categories (as listed below). All of the categories were then weighed and documented. The results of the composite study were then entered back into the monthly report. This year we added the collection of "retail" plastic bags to be processed in our composite study.

Why do a composite study?

Having a good understanding of the recycling composition provides us with data that may assist us in adjusting it to fit the needs of the Residents of Maplewood. With on-going changes in the economy, cultural and even changes in the home we can develop more available markets, increase processing technologies to handle more items and enhance educational materials to instruct residents on proper recycling procedures.



November 6th, 2012

RE: COMPOSITE BREAK-OUT PERCENTAGE

Dear Recycling Coordinator,

Tennis Sanitation is pleased to provide the following composite sample break-out detailing percentage ratios of each type of recycling category.

Totals wgt of each type	% Ratio
Newspaper	54.9%
Cardboard	14.3%
Milk Cartons	0.1%
Tin	2.3%
Aluminum	1.2%
Glass - Clear	2.2%
Glass - Green	1.3%
Glass - Brown	1.4%
Glass - Broken	10.2%
Linens	0.1%
Plastic Bags	0.1% ** New addition to this year's recycling items
Plastics	9.7%
Residuals	2.0%
	100%

The above percentage break-out of recycling material was based on the following sample study done on the week of October 15th. Our processing team had taken loads of recycling and had weighed the entire load then items were broken out into specific types as listed above and re-weighed to get the percentage data.

The above composite numbers will be reflected in the City's updated reports.

Thank you for recycling.

Sincerely,

Willie Tennis
Tennis Sanitation

ENVIRONMENTAL IMPACT ANALYSIS

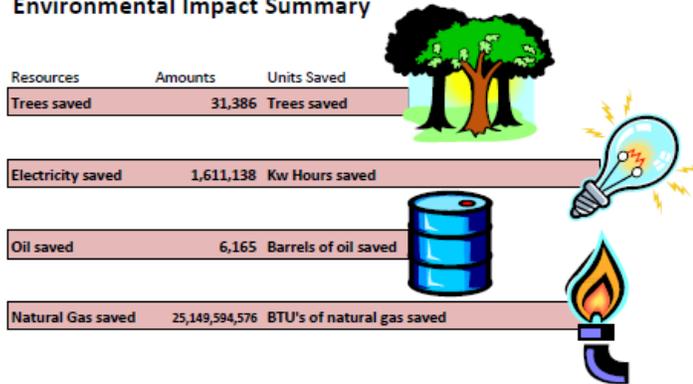
From the detailed recycling data from this report, we are able to provide the City of Maplewood with some unique ways that the residents recycling efforts have made a difference. Over the years, recycling markets have been able to recycle more and more items out of the waste stream. They have also been able to determine what resources are saved by recycling various materials.

In this report we were able to convert the break-out of the composite of recycling materials and convert the tonnages into resources saved.

ENVIRONMENTAL IMPACT ANALYSIS
CITY OF MAPLEWOOD RECYCLING 2012

Recycling Type	MW total		Resource Saved	Calc/ Resource	Convert unit	Total Resources Saved	Type
	Tons	Units					
Paper	1,846	tons	Trees	1 ton = 17 Trees	17	31,386	trees
Paper	1,846	tons	Electricity	1 ton = 601 Kw Hours	601	1,109,593	Kw hours of electricity
Paper	1,846	tons	Oil	1 ton = 1.7 barrels of oil	1.7	3,139	barrels of oil
Aluminum	32	tons	Ore	1 ton = 4 tons of ore	4	127	tons of ore
Aluminum	32	tons	Electricity	1 ton = 14,000 Kw Hours	14,000	444,723	Kw hours of electricity
Aluminum	32	tons	Oil	1 ton = 40 barrels of oil	40	1,271	barrels of oil
Tin/bi-metal	61	tons	Ore	1 ton = 1.49 tons of ore	1	91	tons of ore
Tin/bi-metal	61	tons	Electricity	1 ton = 642 Kw Hours	642	39,096	Kw hours of electricity
Tin/bi-metal	61	tons	Oil	1 ton = 1.8 barrels of oil	1.8	110	barrels of oil
Plastics	254	tons	Oil	1 ton = 6.3 barrels of oil	6.3	1,598	barrels of oil
Plastics	254	tons	Electricity	1 ton = 5,774 Kw Hours	4	1,015	Kw hours of electricity
Plastics	254	tons	Natural Gas	1 ton = 98,000,000 btu's	98,000,000	24,865,518,930	BTU's of fuel
Glass	398	tons	Sand	1 ton = 1,330 tons of sand	1,330	529,161	tons of sand
Glass	398	tons	Electricity	1 ton = 42 Kw Hours	42	16,710	Kw hours of electricity
Glass	398	tons	Oil	1 ton = .12 gallons of oil	0.12	48	barrels of oil
Glass	398	tons	Natural Gas	1 ton = 714,000 btu's	714,000	284,075,646	BTU's of fuel

Environmental Impact Summary



**Disclaimer: The above numbers represent conversions from industrial and recycling markets. These numbers are ESTIMATED resources saved. All calculations are taken from annual total tons from Maplewood Final Recycling Report.

FUN RECYCLING FACTS

PAPER & CARDBOARD

- ✚ To produce each week's Sunday newspapers, 500,000 trees must be cut down
 - ✚ About 21 percent of Minnesota's household garbage is recyclable paper. You can now recycle all your mail, office and school paper, magazines and catalogs, cardboard and other boxes, like cereal boxes, shoe boxes and toothpaste boxes.
- 
- ✚ 186,400 tons of recyclable paper is thrown away each year by residents in the Twin Cities metro area.
 - ✚ Twin Cities metro area residents recycle almost 1 million pounds of paper every single day.
 - ✚ Recycled paper supplies more than 37% of the raw materials used to make new paper products in the U.S. There is an ever-growing demand, so every bit counts.
 - ✚ If every American recycled just one-tenth of their newspapers, we would save about 25,000,000 trees a year.
 - ✚ If you had a 15-year-old tree and made it into paper grocery bags, you'd get about 700 of them. A busy supermarket could use all of them in under an hour! This means in one year, one supermarket can go through over 6 million paper bags! Imagine how many supermarkets there are just in the United States!!!
 - ✚ The average American uses seven trees a year in paper, wood, and other products made from trees. This amounts to about 2,000,000,000 trees per year!
 - ✚ The amount of wood and paper we throw away each year is enough to heat 50,000,000 homes for 20 years.
 - ✚ Approximately 1 billion trees worth of paper are thrown away every year in the U.S.
 - ✚ Americans use 85,000,000 tons of paper a year; about 680 pounds per person.
 - ✚ The average household throws away 13,000 separate pieces of paper each year. Most is packaging and junk mail.
 - ✚ In 1993, U.S. paper recovery saved more than 90,000,000 cubic yards of landfill space.
 - ✚ Each ton (2000 pounds) of recycled paper can save 17 trees, 380 gallons of oil, three cubic yards of landfill space, 4000 kilowatts of energy, and

- ✚ 7000 gallons of water. This represents a 64% energy savings, a 58% water savings, and 60 pounds less of air pollution!
- ✚ The 17 trees saved (above) can absorb a total of 250 pounds of carbon dioxide
- ✚ from the air each year. Burning that same ton of paper would *create* 1500 pounds of carbon dioxide.
- ✚ Recycling paper doesn't just save trees! Production of recycled paper uses 80 percent less water, 65 percent less energy and produces 95 percent less air pollution than paper production using raw materials.
- ✚ Some people don't recycle their mail because they are concerned about protecting their identity. However, mail and other papers are no safer in the trash. If you shred your paper, you can still recycle it. Place it in a closed paper bag and label it "shredded paper."
- ✚ A newspaper is recycled and back in circulation in less than four weeks. Don't forget that you can recycle the inserts along with the newspaper!
- ✚ Recycled cardboard is used to make new boxes, cereal boxes and other paper packaging. It can even be used to make paper backing for shingles. It's a bit more work to break those boxes down to fit in the bin, but it's worth it.
- ✚ About two million tons of magazines and catalogs are produced each year in the U.S., but only about 32% of that is recycled. Magazines, catalogs, and other glossy papers are recyclable – add them to your bins!
- ✚ The average American household receives about 50 pounds of unsolicited mail each year. Be sure to recycle your unwanted mail, including glossy and colored papers. You can also recycle envelopes with windows.
- ✚ In Minnesota, the recycling industry creates more than 19,000 jobs and creates \$3.48 billion in gross economic activity every year. Recycling helps your community in many ways.
- ✚ A piece of paper can be recycled seven to fifteen times before the fibers get too short for making paper. Those fibers are collected and sold to farmers as an additive for enriching the soil.
- ✚ Every year, \$85 million worth of recyclables are thrown away in Minnesota. It costs the State \$45 million to disposing of those discarded recyclables.
- ✚ Every Puffs tissue box is made at the Rock-Tenn Co. facility in St. Paul, often out of your reclaimed telephone books.
- ✚ The construction costs of a paper mill designed to use waste paper is 50 to 80% less than the cost of a mill using new pulp.

ALUMINUM CANS

- ✚ A used aluminum can is recycled and back on the grocery shelf as a new can, in as little as 60 days. That's closed loop recycling at its finest!
- ✚ Used aluminum beverage cans are the most recycled item in the U.S., but other types of aluminum, such as siding, gutters, car components, storm window frames, and lawn furniture can also be recycled.
- ✚ Recycling one aluminum can saves enough energy to run a TV for three hours -- or the equivalent of a half a gallon of gasoline.
- ✚ More aluminum goes into beverage cans than any other product.
- ✚ Because so many of them are recycled, aluminum cans account for less than 1% of the total U.S. waste stream, according to EPA estimates.
- ✚ An aluminum can that is thrown away will still be a "can" 500 years from now!
- ✚ Every three months, Americans landfill enough aluminum to rebuild the entire United States commercial air fleet.
- ✚ The average person has the opportunity to recycle more than 25,000 cans in a lifetime. At six ounces of gasoline energy savings per recycled aluminum can, that represents a potential to save the energy contained in nearly 1,200 gallons of gasoline!
- ✚ Recycling one aluminum can saves enough energy to power a TV or computer for three hours.
- ✚ It takes 95 percent less energy to recycle aluminum than it does to make it from raw materials. Making recycled steel results in a 60 percent energy savings, making recycled plastic results in a 70 percent energy savings, and making recycled glass results in a 40 percent energy savings.
- ✚ There is no limit to the amount of times aluminum can be recycled.
- ✚ We use over 80,000,000,000 aluminum soda cans every year.
- ✚ At one time, aluminum was more valuable than gold!
- ✚ A 60-watt light bulb can be run for over a day on the amount of energy saved by recycling 1 pound of steel. In one year in the United States, the recycling of steel saves enough energy to heat and light 18,000,000 homes!



PLASTICS

- ✚ Americans use 2,500,000 plastic bottles every day. Most of them are thrown away!
- ✚ Plastic bags and other plastic garbage thrown into the ocean kill as many as 1,000,000 sea creatures every year.



- ✚ The plastic recycling industry provides jobs for more than 52,000 Americans.
- ✚ Five plastic soda bottles yield enough fiber for one extra large T-shirt, one square foot of carpet, or enough fiber fill for one ski jacket.
- ✚ Recycling plastic saves twice as much energy as burning it in an incinerator.
- ✚ Americans throw away 25,000,000,000 Styrofoam coffee cups every year.

GLASS

- ✚ Every month, we throw out enough glass bottles and jars to fill up a giant skyscraper. All of these jars are recyclable!
- ✚ The energy saved from recycling one glass bottle can run a 100-watt light bulb for four hours or a compact fluorescent bulb for 20 hours. It also causes 20% less air pollution and 50% less water pollution than when a new bottle is made from raw materials.
- ✚ A modern glass bottle would take 4000 years or more to decompose -- and even longer if it's in the landfill.
- ✚ Mining and transporting raw materials for glass produces about 385 pounds of waste for every ton of glass that is made. If recycled glass is substituted for half of the raw materials, the waste is cut by more than 80%.



- ✚ Recycling one glass jar saves enough electricity to light a conventional 60-watt bulb for four hours or an 11-watt compact fluorescent bulb for 20 hours.
- ✚ Making glass from recycled material cuts related water pollution by 50 percent.

INDUSTRY REFERENCE INFORMATION

<http://www.recycling-revolution.com/recycling-facts.html>

<http://www.ambitpacific.com/industrialrecycling/recycling/recycling-facts.html>

<http://www.google.com/search?sourceid>

<http://www.headwatersrecycle.com/why.html>

<http://www.ambitpacific.com/industrialrecycling/recycling/recycling-facts.html>

http://www.deq.state.ms.us/mdeq.nsf/page/Recycling_RecyclingTrivia?OpenDocument

www.students.arch.utah.edu/courses/Arch4011/Recycling%20Facts1.pdf

www.RethinkRecycling.com

What is plastic made into?

Plastics are everywhere in our lives - our kitchens, our vehicles, our purses, and even inside our own bodies. Check out the many ways plastics can be found all around you:

- **Polyethylene terephthalate (PET) plastic #1:** Beverage bottles, food film, microwaveable packages
- **High-density polyethylene (HDPE) plastic #2:** Beverage containers, cleaning product containers, shopping bags, cabling, pipes, wood composites
- **Polyvinyl chloride (PVC) plastic #3:** Toys, pipes, shower curtains, flooring, windows, food films
- **Low-density polyethylene (LDPE) plastic #4:** Produce bags, flexible food containers, shrink wrap, lining for cardboard, wire coverings, toys
- **Polypropylene (PP) plastic #5:** Large and small appliances, food containers, auto parts, pipes
- **Polystyrene (PS) plastic #6 :** Food and beverage containers, CD and DVD cases, plates and cups
- **Polycarbonate (PC) plastic #7:** Beverage bottles, DVDs and CDs, eyeglasses, traffic lights, lenses

<http://www.ecolife.com>

GLASS RECYCLING PROCESSORS

Tennis Sanitation has managed mixed broken glass utilizing Strategic Materials as our glass processor. This is in response to the City's request to create a glass contingency plan that achieves the overall goal of recycling 100% of the material into the original raw material.

We are excited to announce that Strategic Materials has developed a technology that optically sorts broken glass mechanically without manually sorting. This results in minimizing the amount of glass being used for aggregate material.



January 18th 2013

Tennis Sanitation LLC
720 4th Street
Saint Paul Park, MN
Greg Tennis

Dear Greg,

Strategic Materials, Inc. in St. Paul currently processes glass supplied by your company, Tennis Sanitation. To process your material, we use an integrated series of high technology equipment to remove all non-glass items to include paper, plastics, metals, ceramics, and all other non-glass materials. The end product is clean, high quality glass cullet (flint (clear), amber and green), which is available for the container industry to process into new glass containers.

To meet the quality and supply demands of the container industry, we use advanced optical sorting equipment. This equipment allows us to produce some of the highest quality sorted glass in the industry. By using our recycled cullet, container manufacturers reduce their energy usage and also their emissions. This is compared to using 100% raw materials.

Strategic Materials places a high value on providing our customers with material that exceeds their expectations. All glass received from Tennis Sanitation undergoes multiple inspections to ensure we supply only the highest quality products to our end customers.

Please feel free to contact us if you have any questions.

Best Regards,



Eric L. Fortin
SMI St. Paul
Plant Manager

195 Minnehaha Ave. E. St. Paul, MN 55130 ♦ (651) 224-5700

MARKET REPORT

2012 was a fair year for all commodities. Demand was down with markets in need of fiber and plastics. Fiber markets noticed a drop in demand around August of 2012.

Aluminum and tin markets were semi-strong due to the steady demand from local markets.

Glass market remains strong especially now that there is a new local processor of broken glass in the Metro area. Their newest technology sorts broken glass using computerized optical sorters and a complex but innovative blower system. 90% of the broken glass is now being processed into post-consumer food and beverage containers.

The outlook for 2013

Year 2012 was a pretty challenging year for all commodities. Future markets are anticipating to gear-up for survival mode due to reduced local, national and export demand.



ADDITIONAL ITEMS

RESIDUALS:

2012 Residuals (in tons) from recycling was as follows:

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
2.2 %	2.2 %	2.2 %	2.2 %	2.2 %	2.2 %	2.2 %	2.2 %	2.2 %	2 %	2 %	2 %	
4.40 tons	4.0 tons	4.59 tons	4.53 tons	5.12 tons	4.68 tons	4.77 tons	4.73 tons	4.37 tons	4.68 tons	5.02 tons	4.67 tons	55.55 tons

Residuals consisted of items such as styro foam, foam, shoes, diapers and general garbage.

In comparison to 2011: Residuals are down 26.88 tons from last year

TRUCK WEIGHTS:

During the 2012 Calendar - none of our vehicles exceeded the maximum loaded weight of 40,000 pounds when hauling the recyclables collected from the residents of Maplewood. Weight tickets are available upon request.

RECYCLING SERVICE FEE:

The recycling service fee is \$1.75 per unit per month which is based upon the contracted price.

STORAGE OF EXTRA RECYCLABLE MATERIALS:

During the 2012 calendar year our recycling facility had sorted all recyclable materials within 45 days of processing to recycling markets. The only exception are the milk cartons - which are baled and stored until there is enough volume to meet the vendor's minimum shipping requirements and "rare-type" plastics which are stored until a larger enough quantity is available to make a mill size bale.

SUMMARY OF YEAR-END RECYCLING REPORT

The 2012 Maplewood Year-end Recycling Report provides up-to-date information from the City's recycling activities over the past year. Each section of this report reflects the various ways data was collected, entered and calculated to contribute to meeting our goals.

In the report we have illustrated the composition of recyclables, itemized volumes of recyclables from both single family and multi-family dwellings as they relate to each break-out of each separate commodity. We also provide information on how the City's recycling efforts will impact our environment. This year's report also reflects "participation" which is calculated from every route sheet which will help us to identify those residents who do not participate.

As we grow into 2013, we will maintain our traditional, core activities as well as newer areas of focus in developing ways to enhance our recycling program. These include the search for creative ways to overcome problems associated with contamination, increasing recycling volumes, as well as addressing ways to increase recycling participation.

Together with the support of The City of Maplewood we will achieve the goals - responding to the realities of today as well as to the challenges of tomorrow.



APPENDIX A - RECYCLING DATA SUMMARY

2012 MAPLEWOOD RECYCLE TONNAGE DATA	JAN		FEB		MAR		APR		MAY		JUNE		JULY		AUG		SEPT		OCT		NOV		DEC		2012 TOTALS	
	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS	UNITS
TOTAL TONS (MON)	57.93	40.90	46.89	58.46	48.83	48.59	57.02	46.98	47.69	60.58	52.48	66.63	632.98	Total Tons												
TOTAL TONS (TUES)	27.80	24.42	26.29	28.15	34.01	29.79	35.98	27.10	26.83	33.68	32.46	29.62	356.13	Total Tons												
TOTAL TONS (WED)	44.76	54.29	48.07	48.40	63.64	47.56	49.66	59.95	50.49	62.56	57.20	56.03	642.61	Total Tons												
TOTAL TONS (THUR)	29.33	26.95	36.80	30.53	44.44	32.55	32.05	40.18	31.58	33.32	46.53	37.29	421.55	Total Tons												
TOTAL TONS (FRI)	44.32	39.27	54.94	44.85	46.79	58.82	46.93	45.24	46.43	49.36	68.10	49.26	594.31	Total Tons												
Single Family RECYCLED MATERIALS	Percentage Break-out		Tons		Tons		Tons		Tons		Tons		Tons		Description											
PAPER	127.67	115.51	134.33	131.70	149.44	136.16	138.59	134.65	125.64	146.82	160.79	147.61	1648.91	TONS												
ALUMINUM	2.19	1.98	2.31	2.26	2.57	2.34	2.38	2.31	2.16	2.54	2.78	2.56	28.38	TONS												
TIN	4.20	3.80	4.42	4.33	4.92	4.48	4.56	4.43	4.13	4.87	5.34	4.90	54.38	TONS												
PLASTICS	17.35	15.70	18.26	17.90	20.31	18.51	18.84	18.30	17.08	20.76	22.74	20.87	226.61	TONS												
GLASS	27.40	24.79	28.83	28.26	32.07	29.22	29.74	28.89	26.96	31.99	35.03	32.16	355.34	TONS												
TOTAL TONS	178.81	161.78	188.14	184.45	209.30	190.70	194.10	188.59	175.97	206.98	226.68	208.10	2313.61	TONS												
# of HOMES ON ROUTE	9,193	9,193	9,193	9,193	9,193	9,193	9,193	9,193	9,193	9,193	9,193	9,193	9,193	TONS												
AVERAGE LBS / HOME / MONTH	38.90	35.20	40.93	40.13	45.54	41.49	42.23	41.03	38.28	45.03	49.32	45.27	41.95	Avg, Lbs. /Un												
Multi- Family RECYCLED MATERIALS	Percentage Break-out		Tons		Tons		Tons		Tons		Tons		Tons		Description											
PAPER	15.02	14.39	14.54	15.36	16.72	15.74	16.34	18.75	16.27	19.15	17.15	17.90	197.33	TONS												
ALUMINUM	0.26	0.25	0.25	0.26	0.29	0.27	0.28	0.32	0.28	0.33	0.30	0.31	3.39	TONS												
TIN	0.49	0.47	0.48	0.51	0.55	0.52	0.54	0.62	0.54	0.64	0.57	0.59	6.52	TONS												
PLASTICS	2.04	1.96	1.98	2.09	2.27	2.14	2.22	2.55	2.21	2.71	2.43	2.53	27.12	TONS												
GLASS	3.22	3.09	3.12	3.30	3.59	3.38	3.51	4.02	3.49	4.17	3.74	3.90	42.52	TONS												
TOTAL TONS	21.04	20.15	20.37	21.52	23.42	22.04	22.88	26.26	22.79	27.00	24.18	25.23	276.88	TONS												

APPENDIX B RECYCLING DATA SUMMARY (MULTI-FAMILY)

2012 Annual Weight Recap Report Multi-Family	January		February		March		April		May		June		July	
	Total Wgt for mo.	Wgt/unit /Month												
1226 Frost Avenue	24	3	16	2	105	15	71	10	56	8	28	4	181	26
Edmas Place	0	0	0	0	81	6	42	3	42	3	28	2	28	2
English Manor	628	17	499	13	475	13	479	13	416	11	395	11	649	18
Homesstead at The Maplewood	580	9	419	7	483	8	479	8	451	7	367	6	502	8
Maplewood Mobile	346	20	290	17	354	21	338	20	254	15	268	16	405	24
Park Edge Apartments	354	7	258	5	290	6	282	6	197	4	113	2	279	5
Parkview Court	877	12	741	10	708	10	705	10	592	8	592	8	725	10
Pheonix Treatment	113	113	161	161	113	113	56	56	71	71	0	0	42	42
Sherwood Glen	2447	25	1996	21	1868	19	1974	21	1579	16	1579	16	2009	21
Greengate Apartments	1594	15	1143	11	966	9	959	9	818	8	1100	10	1228	11
Maple Pond Homes	1707	10	1320	8	1385	8	1424	8	1213	7	1241	7	1423	8
Maplewood Apartments	3494	15	2624	11	2673	11	2820	12	2369	10	2200	9	3125	13
Maplewood Manor	322	18	290	16	322	18	254	14	254	14	874	49	446	25
Saint Paul's Monastery	290	4	258	4	193	3	282	4	226	3	226	3	279	4
Maplewood Community C	644	644	451	451	451	451	508	508	395	395	479	479	446	446
Maplewood City Hall	708	708	483	483	419	419	677	677	409	409	479	479	698	698
Maplewood Public Works	354	354	258	258	258	258	338	338	226	226	254	254	335	335
Fire Station 2	161	161	129	129	113	113	99	99	71	71	71	71	84	84
Cobblestone Court	242	3	161	2	188	3	200	3	300	4	200	3	381	5
Silver Ridge Apartments	1302	7	926	5	1033	6	1450	8	1300	7	1150	6	1631	9
Summer Hills Of	616	14	348	8	429	10	533	12	600	13	400	9	833	19
Beaver Creek Condos	832	14	537	9	765	13	967	16	1233	21	1067	18	1353	23
Century Trails	268	7	215	5	215	5	200	5	333	8	267	7	347	9
Lakeview Commons	228	2	215	2	242	2	267	3	400	4	300	3	347	4
Pondview Apartments	1208	7	1127	6	1074	6	1200	7	1600	9	1200	7	1837	10
Nature Center	94	94	27	27	27	27	33	33	50	50	67	67	69	69
Fire Station 1	47	47	27	27	27	27	0	0	67	67	0	0	17	17
Birch Glen	434	7	490	8	302	5	459	8	542	9	500	8	542	9
Cardinal Pointe	377	3	339	3	377	3	334	3	417	4	292	3	492	5
Carefree Cottages	3355	13	4392	17	3808	15	4233	17	5609	22	4128	16	4346	17
Concordia Arms	1904	15	2281	18	1715	14	1460	12	2460	20	1877	15	1722	14
Heritage Square Condos	566	31	603	34	377	21	375	21	459	25	1376	76	451	25
Maple Knoll Townhomes	434	8	566	10	490	9	584	10	573	10	500	9	492	9

Maple Ridge Apartments	100	603	6	867	9	641	6	917	9	751	8	626	6	779	8
Maplewood Townhomes	31	38	1	0	0	38	1	0	0	42	1	0	0	41	1
Norgard Apartments	60	349	6	320	5	283	5	334	6	375	6	250	4	277	5
Seasons at Maplewood	150	603	4	754	5	641	4	709	5	1001	7	709	5	738	5
Sibley Cove Apartments	80	1320	16	1621	20	1395	17	1460	18	1960	24	1501	19	1353	17
Town and Country	120	1206	10	1546	13	1206	10	1334	11	1668	14	1376	11	1353	11
Village on Woodlynn	60	999	17	1263	21	1093	18	1251	21	1501	25	1251	21	1148	19
Walker at Hazel Ridge	75	980	13	905	12	905	12	834	11	1188	16	959	13	861	11
Wyngate Apartments	50	679	14	528	11	603	12	459	9	542	11	584	12	738	15
1860 McMenemy Street	12	237	20	208	17	208	17	306	25	420	35	306	25	281	23
Arcade Apartments	27	297	11	237	9	267	10	229	8	306	11	229	8	352	13
Edgerton Highlands	225	1156	5	1216	5	1483	7	1568	7	2046	9	1606	7	1496	7
Rosoto Villa on Roselawn	70	534	8	445	6	593	8	497	7	803	11	574	8	493	7
Western Hills	54	133	2	222	4	326	6	382	7	382	7	191	4	352	7
2048 Mississippi Street	40	326	8	430	11	534	13	554	14	612	15	612	15	528	13
Golden Star Apartments	109	312	3	282	3	520	5	459	4	612	6	459	4	493	5
Century Ridge	75	394	5	251	3	322	4	204	3	326	4	449	6	240	3
Connemara I	96	1092	11	1199	12	1790	19	1469	15	1469	15	1795	19	1280	13
Connemara II	96	1754	18	1522	16	1539	16	1632	17	1918	20	2203	23	2000	21
Maplewood Gardens	32	90	3	72	2	179	6	1224	38	204	6	286	9	160	5
McKnight Townhomes	190	3329	18	3687	19	4726	25	4060	21	4121	22	5447	29	4040	21
ANNUAL NET TOTALS (lbs)		42,980		41,162		41,612		43,962		47,827		45,028		46,746	

August		September		October		November		December		2012 TOTALS	
Total Wgt for mo.	Units	Total Wgt for mo.	Wgt/unit /Month	Total Wgt for mo.	Wgt/unit /Month	Total Wgt for mo.	Wgt/unit /Month	Total Wgt for mo.	Wgt/unit per Month	Total Wgt for Year	Average wgt for yr.
84	7	70	10	159	23	130	19	174	25	1098	13
0	13	28	2	58	4	29	2	0	0	336	2
363	37	453	12	566	15	450	12	609	16	5981	13
363	62	419	7	464	7	435	7	479	8	5439	7
335	17	265	16	355	21	203	12	305	18	3717	18
446	51	530	10	580	11	551	11	609	12	4489	7
586	72	565	8	827	11	667	9	870	12	8456	10
167	1	223	223	232	232	261	261	348	348	1787	149
1786	96	1786	19	2320	24	1769	18	2378	25	23491	20
781	108	921	9	1059	10	1131	10	1450	13	13148	10
1172	168	1228	7	1479	9	1276	8	1711	10	16577	8
2595	240	2372	10	3234	13	2349	10	3335	14	33188	12
446	18	446	25	566	31	464	26	609	34	5293	25
223	70	223	3	290	4	232	3	290	4	3011	4
446	1	307	307	493	493	377	377	377	377	5374	448
614	1	586	586	711	711	522	522	638	638	6943	579
307	1	307	307	290	290	145	145	493	493	3564	297
167	1	112	112	261	261	232	232	232	232	1730	144
520	74	347	5	375	5	289	4	318	4	3520	4
1909	186	2082	11	2052	11	1503	8	1301	7	17637	8
798	45	763	17	780	17	694	15	665	15	7460	14
1180	60	868	14	1214	20	1012	17	1040	17	12066	17
277	40	277	7	289	7	231	6	231	6	3150	7
277	98	312	3	289	3	231	2	260	3	3367	3
1352	180	1074	6	1358	8	1185	7	1098	6	15313	7
35	1	69	69	87	87	58	58	58	58	673	56
69	1	104	104	145	145	87	87	58	58	647	54
626	60	542	9	548	9	487	8	447	7	5918	8
902	108	820	8	974	9	812	8	812	8	6949	5
5556	254	4285	17	5664	22	4608	18	4486	18	54469	18
2337	125	2009	16	2598	21	2071	17	1989	16	24423	16
820	18	656	36	853	47	650	36	893	50	8078	37
800	57	779	14	974	17	629	11	721	13	7542	11

1107	100	11	984	10	1177	12	934	9	974	10	10360	9
41	31	1	41	1	41	1	20	1	20	1	321	1
451	60	8	349	6	345	6	325	5	365	6	4023	6
1189	150	8	984	7	1218	8	974	6	974	6	10495	6
1394	80	17	1107	14	1299	16	1218	15	1218	15	16845	18
1722	120	14	1312	11	1624	14	1340	11	1299	11	16987	12
1435	60	24	1189	20	1421	24	1259	21	1137	19	14947	21
1333	75	18	984	13	1218	16	1015	14	1117	15	12298	14
1066	50	21	656	13	1502	30	1096	22	771	15	9224	15
501	12	42	387	32	413	34	541	45	472	39	4280	30
563	27	21	370	14	404	15	581	22	512	19	4347	13
1830	225	8	1382	6	1655	7	2000	9	1655	7	19091	7
915	70	13	739	11	788	11	847	12	867	12	8094	10
387	54	7	352	7	483	9	315	6	355	7	3882	6
458	40	11	458	11	453	11	670	17	433	11	6067	13
669	109	6	704	6	768	7	709	7	709	7	6696	5
760	75	10	560	7	305	4	687	9	382	5	4880	5
1680	96	18	1640	17	1412	15	1297	14	1526	16	17649	15
2280	96	24	1920	20	2136	22	2175	23	2175	23	23253	20
160	32	5	240	8	153	5	191	6	153	5	3110	8
5360	190	28	4360	23	4317	23	5539	29	4527	24	53512	23
53,638			46,543		55,274		49,501		50,924		565,197	Pounds

APPENDIX C

Tennis Sanitation, L.L.C.

651-459-1887

"Recycling is Everyone's Future"

December 14th, 2012

RE: NOVEMBER 2012 - RECYCLING REPORT

Dear City of Maplewood Recycling Coordinator,

Tennis Sanitation is pleased to provide the following monthly recycling report detailing the materials that were collected, processed and delivered to recycling markets from both single family and multi-family dwellings.

The Community of Maplewood Recycled:

TYPE	Single Family Weight (tons)	Multi-Family Weight (tons)	NET Total Wgt	UNIT	DESCRIPTION
Paper:	160.79	17.15	177.94	tons	Includes cardboard, paper, newspaper, junk mail, boxboard, phonebooks, magazines and books.
Aluminum:	2.78	0.30	3.08	tons	Includes all aluminum cans
Tin:	5.34	0.57	5.91	tons	Includes all bi-metal and tin cans
Plastics:	22.74	2.43	25.16	tons	Includes all # 1 - # 7 food, beverage & packaging containers
Glass:	35.03	3.74	38.77	tons	Includes green, clear and brown colors
Total Tons:	226.68	24.18	250.86	Tons	Net total recycling for the month

Other fun facts:

TYPE	Single Family Weight (lbs)	Multi-Family Weight (lbs)	NET Calcs.	
Units:	9193	4023	13216	Units collected per week
Wgt/home:	49.32	12.02	30.67	lbs Average pounds per unit collected per month
Linens:	Combined	Combined	0.00	lbs Includes all clothing, garments and other linens
Cardboard:	Combined	Combined	10410.00	lbs Includes all accounts that have dumpster service

Average % of serviced accounts (SF)	65%	Average % of participation (SF)	83%
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This month's homes that did not participate in weekly recycling collection were 1,553 residents

Total inquiries for this month were:	23
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PARK WEIGHTS	Name	lbs per month
	Harvest Park	0 lbs
	Wakefield Park	40 lbs
	Goodrich Park	0 lbs
	Hazelwood Pk	0 lbs

Parks are closed for winter season.

Summary of report: This month illustrates resident's recycling efforts along with park weights. Contamination was minimal with only 2.0% that could not be recycled. Fiber Markets have been moved-up with the plastics markets.

The above recycling break-out reflects the new composite study done the week of October 1st, 2012.

Great job on your recycling efforts.

Sincerely,
Willie Tennis

Willie Tennis
Tennis Sanitation

APPENDIX D

Maplewood		Nov-12												Total Wgt		Wgt/Unit									
Multi-Family		WEEK 1			WEEK 2			WEEK 3			WEEK 4			WEEK 5			for mo.		Units per Month						
Apt Name		Average		Total		Average		Total		Average		Total		Average		Total		Average		Total					
Units		# oarts		Wgt/oart		Tare Wgt		# oarts		Wgt/oart		Tare Wgt		# oarts		Wgt/oart		Tare Wgt		# oarts		Wgt/oart		Tare Wgt	
1426 Frost Avenue	7	1.00	71.6	29	0.50	71.6	14	1.00	71.6	29	2.00	71.6	58	0.00	71.6	0	130	7	19						
Emmas Place	13	0.00	71.6	0	0.00	71.6	0	0.00	71.6	0	1.00	71.6	29	0.00	71.6	0	29	13	2						
English Manor Apartments	37	4.00	71.6	116	4.00	71.6	116	3.00	71.6	87	4.50	71.6	131	0.00	71.6	0	450	37	12						
Homestead at Maplewood	62	4.00	71.6	116	2.00	71.6	58	5.00	71.6	145	4.00	71.6	116	0.00	71.6	0	435	62	7						
Maplewood Mobile Homes	17	2.50	71.6	73	1.00	71.6	29	2.50	71.6	73	1.00	71.6	29	0.00	71.6	0	203	17	12						
Park Edge Apartments	51	5.00	71.6	145	5.00	71.6	145	5.00	71.6	145	4.00	71.6	116	0.00	71.6	0	551	51	11						
Parkview Court Apartments	72	6.00	71.6	174	6.00	71.6	174	5.00	71.6	145	6.00	71.6	174	0.00	71.6	0	667	72	9						
Phoenix Treatment Center	1	2.00	71.6	58	2.00	71.6	58	2.00	71.6	58	3.00	71.6	87	0.00	71.6	0	261	1	261						
Sherwood Glen	96	14.00	71.6	406	15.00	71.6	435	16.00	71.6	464	16.00	71.6	464	0.00	71.6	0	1769	96	18						
Greengate Apartments	108	9.00	71.6	261	9.00	71.6	261	10.00	71.6	290	11.00	71.6	319	0.00	71.6	0	1131	108	10						
Maple Pond Homes	168	10.00	71.6	290	12.00	71.6	348	11.00	71.6	319	11.00	71.6	319	0.00	71.6	0	1276	168	8						
Maplewood Apartments	240	23.00	71.6	667	12.00	71.6	348	23.00	71.6	667	23.00	71.6	667	0.00	71.6	0	2349	240	10						
Maplewood Manor	18	4.00	71.6	116	4.00	71.6	116	4.00	71.6	116	4.00	71.6	116	0.00	71.6	0	464	18	26						
Saint Paul's Monastery	70	2.00	71.6	58	2.00	71.6	58	2.00	71.6	58	2.00	71.6	58	0.00	71.6	0	232	70	3						
Maplewood Community Center	1	3.00	71.6	87	3.00	71.6	87	4.00	71.6	116	3.00	71.6	87	0.00	71.6	0	377	1	377						
Maplewood City Hall	1	5.00	71.6	145	4.00	71.6	116	5.00	71.6	145	4.00	71.6	116	0.00	71.6	0	522	1	522						
Maplewood Public Works	1	4.00	71.6	116	0.00	71.6	0	0.00	71.6	0	1.00	71.6	29	0.00	71.6	0	145	1	145						
Fire Station 2	1	2.00	71.6	58	2.00	71.6	58	2.00	71.6	58	2.00	71.6	58	0.00	71.6	0	232	1	232						
Cobblestone Court Apartments	74	3.00	71.5	87	3.00	71.5	87	2.00	71.5	58	2.00	71.5	58	0.00	71.5	0	289	74	4						
Silver Ridge Apartments	186	14.00	71.5	405	13.00	71.5	376	12.00	71.5	347	13.00	71.5	376	0.00	71.5	0	1503	186	8						
Summer Hills Of Maplewood	45	6.00	71.5	173	6.00	71.5	173	6.00	71.5	173	6.00	71.5	173	0.00	71.5	0	694	45	15						
Beaver Creek Condos	60	9.00	71.5	260	9.00	71.5	260	9.00	71.5	260	8.00	71.5	231	0.00	71.5	0	1012	60	17						
Century Trails Apartments	40	2.00	71.5	58	2.00	71.5	58	2.00	71.5	58	2.00	71.5	58	0.00	71.5	0	231	40	6						
Lakeview Commons	98	2.00	71.5	58	2.00	71.5	58	2.00	71.5	58	2.00	71.5	58	0.00	71.5	0	231	98	2						
Pondview Apartments	180	11.00	71.5	318	9.00	71.5	260	9.00	71.5	260	12.00	71.5	347	0.00	71.5	0	1185	180	7						
Nature Center	1	0.00	71.5	0	1.00	71.5	29	1.00	71.5	29	0.00	71.5	0	0.00	71.5	0	58	1	58						
Fire Station 1	1	1.00	71.5	29	1.00	71.5	29	0.00	71.5	0	1.00	71.5	29	0.00	71.5	0	87	1	87						
Birch Glen	60	2.00	83.2	81	3.00	83.2	122	4.00	83.2	162	3.00	83.2	122	0.00	83.2	0	487	60	8						
Cardinal Pointe	108	5.00	83.2	203	5.00	83.2	203	5.00	83.2	203	5.00	83.2	203	0.00	83.2	0	812	108	8						
Carefree Cottages	254	26.25	83.2	1066	28.50	83.2	1157	28.50	83.2	1157	30.25	83.2	1228	0.00	83.2	0	4608	254	18						
Concordia Arms	125	12.00	83.2	487	13.00	83.2	528	12.00	83.2	487	14.00	83.2	568	0.00	83.2	0	2071	125	17						
Heritage Square Condos	18	4.00	83.2	162	4.00	83.2	162	4.00	83.2	162	4.00	83.2	162	0.00	83.2	0	650	18	36						
Maple Knoll Townhomes	57	5.00	83.2	203	2.50	83.2	102	4.00	83.2	162	4.00	83.2	162	0.00	83.2	0	629	57	11						
Maple Ridge Apartments	100	6.00	83.2	244	6.00	83.2	244	6.00	83.2	244	5.00	83.2	203	0.00	83.2	0	934	100	9						
Maplewood Townhomes	31	0.50	83.2	20	0.00	83.2	0	0.00	83.2	0	0.00	83.2	0	0.00	83.2	0	20	31	3						
Norgard Apartments	60	1.50	83.2	61	2.50	83.2	102	2.00	83.2	81	2.00	83.2	81	0.00	83.2	0	325	60	5						
Seasons at Maplewood	150	6.00	83.2	244	6.00	83.2	244	6.00	83.2	244	6.00	83.2	244	0.00	83.2	0	974	150	6						
Sibley Cove Apartments	80	7.00	83.2	284	8.00	83.2	325	7.00	83.2	284	8.00	83.2	325	0.00	83.2	0	1218	80	15						
Town and Country Mobile	120	8.00	83.2	325	8.00	83.2	325	9.00	83.2	365	8.00	83.2	325	0.00	83.2	0	1340	120	11						
Village on Woodlynn	60	7.00	83.2	284	7.00	83.2	284	8.00	83.2	325	9.00	83.2	365	0.00	83.2	0	1259	60	21						
Walker at Hazel Ridge	75	6.00	83.2	244	6.00	83.2	244	6.00	83.2	244	7.00	83.2	284	0.00	83.2	0	1015	75	14						
Wyngate Apartments	50	6.00	83.2	244	8.00	83.2	325	7.00	83.2	284	6.00	83.2	244	0.00	83.2	0	1096	50	22						
1860 McMenemy Street	12	3.00	82.0	118	3.00	82.0	118	2.75	82.0	108	3.00	82.0	118	2.00	82.0	79	541	12	45						
Arcade Apartments	27	3.00	82.0	118	3.00	82.0	118	3.25	82.0	128	3.50	82.0	138	2.00	82.0	79	581	27	22						
Edgerton Highlands	225	11.25	82.0	443	8.50	82.0	335	9.00	82.0	355	11.00	82.0	433	11.00	82.0	433	2000	225	9						
Rosoto Villa on Roselawn	70	5.00	82.0	197	5.00	82.0	197	5.50	82.0	217	6.00	82.0	236	0.00	82.0	0	847	70	12						
Western Hills	54	1.00	82.0	39	2.00	82.0	79	2.00	82.0	79	2.00	82.0	79	1.00	82.0	39	315	54	6						
2048 Mississippi Street	40	5.00	82.0	197	2.00	82.0	79	3.00	82.0	118	4.00	82.0	158	3.00	82.0	118	670	40	17						
Golden Star Apartments	109	3.00	82.0	118	3.00	82.0	118	4.00	82.0	158	4.00	82.0	158	4.00	82.0	158	709	109	7						
Century Ridge	75	6.00	80.8	229	0.00	80.8	0	6.00	80.8	229	0.00	80.8	0	6.00	80.8	229	687	75	9						
Connemara I	96	6.00	80.8	229	9.00	80.8	343	9.00	80.8	343	10.00	80.8	382	0.00	80.8	0	1297	96	14						
Connemara II	96	14.00	80.8	534	14.00	80.8	534	16.00	80.8	610	13.00	80.8	496	0.00	80.8	0	2175	96	23						
Maplewood Gardens	32	1.00	80.8	38	2.00	80.8	76	1.00	80.8	38	1.00	80.8	38	0.00	80.8	0	191	32	6						
McKnight Townhomes	190	31.00	80.8	1184	31.00	80.8	1184	27.00	80.8	1031	30.00	80.8	1146	26.00	80.8	993	5539	190	29						

Total wgt in lbs	49501
Total wgt in tons	24.75
Total number of u	4023

MON RTE # 1	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.06	3.94	4.70	5.15	0.00	
Tons - Load 2	0.00	0.00	0.00	0.00	0.00	
TOTAL Tons	4.06	3.94	4.70	5.15	0.00	Net Total
# of Stops	933	933	933	933	933	Averages
Not outs	385	412	352	365	0	379
% of Participation	59%	56%	62%	61%	100%	59%
Lbs per Stop Recycled	14.82	15.12	16.18	18.13	0.00	16

MON RTE # 2	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	3.79	3.80	4.10	4.83	0.00	
Tons - Load 2	0.00	0.00	0.00	0.00	0.00	
TOTAL Tons	3.79	3.80	4.10	4.83	0.00	Net Total
# of Stops	553	553	553	553	553	Averages
Not outs	207	221	173	217	0	205
% of Participation	63%	60%	69%	61%	100%	63%
Lbs per Stop Recycled	21.91	22.89	21.58	28.75	0.00	24

MON RTE # 3	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.15	4.06	4.50	5.40	0.00	
Tons - Load 2	0.00	0.00	0.00	0.00	0.00	
TOTAL Tons	4.15	4.06	4.50	5.40	0.00	Net Total
# of Stops	1024	1024	1024	1024	1024	Averages
Not outs	399	402	364	378	0	386
% of Participation	61%	61%	64%	63%	100%	62%
Lbs per Stop Recycled	13.28	13.05	13.64	16.72	0.00	14

TUE RTE # 1	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.17	3.37	4.02	4.46	0.00	
Tons - Load 2	0.00	0.00	0.00	0.00	0.00	
TOTAL Tons	4.17	3.37	4.02	4.46	0.00	Net Total
# of Stops	736	736	736	736	736	Averages
Not outs	342	358	301	320	0	330
% of Participation	54%	51%	59%	57%	100%	55%
Lbs per Stop Recycled	21.17	17.83	18.48	21.44	0.00	20

TUE RTE # 2	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.24	3.78	3.94	4.48	0.00	
Tons - Load 2	0.00	0.00	0.00	0.00	0.00	
TOTAL Tons	4.24	3.78	3.94	4.48	0.00	Net Total
# of Stops	469	469	469	469	469	Averages
Not outs	134	155	115	0	0	101
% of Participation	71%	67%	75%	100%	100%	78%
Lbs per Stop Recycled	25.31	24.08	22.26	19.10	0.00	23

WED RTE # 1	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.37	4.53	4.89	5.90	0.00	
Tons - Load 2	0.00	0.00	0.00	0.00	0.00	
TOTAL Tons	4.37	4.53	4.89	5.90	0.00	Net Total
# of Stops	516	516	516	516	516	Averages
Not outs	164	134	139	134	0	143
% of Participation	68%	74%	73%	74%	100%	72%
Lbs per Stop Recycled	24.83	23.72	25.94	30.89	0.00	26

WED RTE # 2	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	3.76	4.24	4.29	5.47	0.00	
Tons - Load 2	0.00	0.00	0.00	0.00	0.00	
TOTAL Tons	3.76	4.24	4.29	5.47	0.00	Net Total
# of Stops	707	707	707	707	707	Averages
Not outs	215	196	199	195	0	201
% of Participation	70%	72%	72%	72%	100%	72%
Lbs per Stop Recycled	15.28	16.59	16.89	21.37	0.00	18

WED RTE # 3	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.78	4.65	4.90	5.42	0.00	
Tons - Load 2	0.00	0.00	0.00	0.00	0.00	
TOTAL Tons	4.78	4.65	4.90	5.42	0.00	Net Total
# of Stops	766	766	766	766	766	Averages
Not outs	269	276	263	266	0	269
% of Participation	65%	64%	66%	65%	100%	65%
Lbs per Stop Recycled	19.24	18.98	19.48	21.68	0.00	20

MONDAY ROUTE SUMMARY FOR NOVEMBER 2012							
MONDAY	Week 1	Week 2	Week 3	Week 4	Week 5		
TOTAL Tons	12.00	11.80	13.30	15.38	0.00		Net Total
# of Stops	2510	2510	2510	2510	2510		Averages
Not outs	991	1035	889	960	0		969
% of Participation	61%	59%	65%	62%	100%		61%
Lbs per Stop Recycled	15.80	16.00	16.41	19.85	0.00		17

TUESDAY ROUTE SUMMARY FOR NOVEMBER 2012							
TUESDAY	Week 1	Week 2	Week 3	Week 4	Week 5		
TOTAL Tons	8.41	7.15	7.96	8.94	0.00		Net Total
# of Stops	1205	1205	1205	1205	1205		Averages
Not outs	476	513	416	320	0		431
% of Participation	60%	57%	65%	73%	100%		64%
Lbs per Stop Recycled	23.07	20.66	20.18	20.20	0.00		21

WEDNESDAY ROUTE SUMMARY FOR NOVEMBER 2012							
WEDNESDAY	Week 1	Week 2	Week 3	Week 4	Week 5		
TOTAL Tons	12.91	13.42	14.08	16.79	0.00		Net Total
# of Stops	1989	1989	1989	1989	1989		Averages
Not outs	648	606	601	595	0		613
% of Participation	67%	70%	70%	70%	100%		69%
Lbs per Stop Recycled	19.25	19.41	20.29	24.09	0.00		21

THUR RTE # 1	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	0.00	0.00	0.00	0.00	0.00	
Tons - Load 2	0.00	0.00	0.00	0.00	0.00	Net Total
TOTAL Tons	0.00	0.00	0.00	0.00	0.00	0.00
# of Stops	333	333	333	333	333	Averages
Not outs	138	125	132	159	130	137
% of Participation	59%	62%	60%	52%	61%	59%
Lbs per Stop Recycled	0.00	0.00	0.00	0.00	0.00	0

THUR RTE # 2	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	3.88	3.72	3.95	3.71	3.73	
Tons - Load 2	0.00	0.00	0.00	0.00	0.99	Net Total
TOTAL Tons	3.88	3.72	3.95	3.71	4.72	19.98
# of Stops	780	780	780	780	780	Averages
Not outs	275	289	278	362	275	296
% of Participation	65%	63%	64%	54%	65%	62%
Lbs per Stop Recycled	15.37	15.15	15.74	17.75	18.69	17

THUR RTE # 3	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	5.17	4.90	4.91	5.60	5.97	
Tons - Load 2	0.00	0.00	0.00	0.00	0.00	Net Total
TOTAL Tons	5.17	4.90	4.91	5.60	5.97	26.55
# of Stops	482	482	482	482	482	Averages
Not outs	152	165	153	213	140	165
% of Participation	68%	66%	68%	56%	71%	66%
Lbs per Stop Recycled	31.33	30.91	29.85	41.64	34.91	34

FRI RTE # 1	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	2.11	2.10	2.38	2.65	2.31	
Tons - Load 2	0.00	0.00	0.00	0.00	0.00	Net Total
TOTAL Tons	2.11	2.10	2.38	2.65	2.31	11.55
# of Stops	348	348	348	348	348	Averages
Not outs	129	119	119	137	125	126
% of Participation	63%	66%	66%	61%	64%	64%
Lbs per Stop Recycled	19.27	18.34	20.79	25.12	20.72	21

FRI RTE # 2	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	4.73	4.69	4.48	5.38	4.91	
Tons - Load 2	0.00	0.00	0.00	0.00	0.00	Net Total
TOTAL Tons	4.73	4.69	4.48	5.38	4.91	24.19
# of Stops	511	511	511	511	511	Averages
Not outs	140	149	144	163	141	147
% of Participation	73%	71%	72%	68%	72%	71%
Lbs per Stop Recycled	25.50	25.91	24.41	30.92	26.54	27

FRI RTE # 3	Week 1	Week 2	Week 3	Week 4	Week 5	
Tons - Load 1	3.37	3.34	3.48	4.11	3.62	
Tons - Load 2	2.64	2.94	2.61	3.15	3.10	Net Total
TOTAL Tons	6.01	6.28	6.09	7.26	6.72	32.36
# of Stops	1035	1035	1035	1035	1035	Averages
Not outs	282	285	275	376	256	295
% of Participation	73%	72%	73%	64%	75%	72%
Lbs per Stop Recycled	15.96	16.75	16.03	22.03	17.25	18

THURSDAY ROUTE SUMMARY FOR NOVEMBER 2012							
THURSDAY	Week 1	Week 2	Week 3	Week 4	Week 5		
TOTAL Tons	9.05	8.62	8.86	9.31	10.69		Net Total
TOTAL Tons	9.05	8.62	8.86	9.31	10.69		46.53
# of Stops	1595	1595	1595	1595	1595		Averages
Not outs	565	579	563	734	545		597
% of Participation	65%	64%	65%	54%	66%		63%
Lbs per Stop Recycled	17.57	16.97	17.17	21.63	20.36		19

FRIDAY ROUTE SUMMARY FOR NOVEMBER 2012							
FRIDAY	Week 1	Week 2	Week 3	Week 4	Week 5		
TOTAL Tons	12.85	13.07	12.95	15.29	13.94		Net Total
TOTAL Tons	12.85	13.07	12.95	15.29	13.94		68.10
# of Stops	1894	1894	1894	1894	1894		Averages
Not outs	551	553	538	676	522		568
% of Participation	71%	71%	72%	64%	72%		70%
Lbs per Stop Recycled	19.14	19.49	19.10	25.11	20.32		21

APPENDIX F

APPENDIX F - RECYCLING DATA SUMMARY

2012 NOT-OUTS (SINGLE FAMILY) Participation & Park Wgts		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	2012 TOTALS AVERAGE
ROUTES	MONTHLY DATA	HOMES	NOT-OUTS/YR											
MON	Single Family	2510	2510	2510	2510	2510	2510	2510	2510	2510	2510	2510	2510	
MON	NOT-OUT ACCOUNTS	1103	1090	1051	1034	974	1019	994	969	976	953	969	1077	1017 Homes
TUES	SINGLE FAMILY UNITS	1205	1205	1205	1205	1205	1205	1205	1205	1205	1205	1205	1205	
TUES	NOT-OUT ACCOUNTS	421	535	544	390	472	492	479	426	426	457	431	518	466 Homes
WEDS	SINGLE FAMILY UNITS	1989	1989	1989	1989	1989	1989	1989	1989	1989	1989	1989	1989	
WEDS	NOT-OUT ACCOUNTS	628	843	755	569	682	700	705	681	676	634	613	663	679 Homes
THUR	SINGLE FAMILY UNITS	1595	1595	1595	1595	1595	1595	1595	1595	1595	1595	1595	1595	
THUR	NOT-OUT ACCOUNTS	732	690	685	615	609	633	639	597	590	598	597	617	633 Homes
FRI	SINGLE FAMILY UNITS	1894	1894	1894	1894	1894	1894	1894	1894	1894	1894	1894	1894	
FRI	NOT-OUT ACCOUNTS	655	645	667	611	591	500	624	604	578	612	568	558	608 Homes
	Total Participation %	0%	0%	0%	79%	80%	80%	83%	84%	83%	84%	83%	83%	
	Park Name & Wgts	LBS												
	Harvest Park	0	0	0	290	570	600	460	160	250	210	0	0	
	Wakefield Park	0	0	0	660	430	1090	520	100	171	100	40	0	
	Goodrich Park	0	0	0	280	320	1040	510	570	410	0	0	0	
	Hazelwood Park	0	0	0	0	0	0	240	0	0	0	0	0	

**CITY OF MAPLEWOOD EDUCATIONAL TAGS
ISSUED IN 2012**

<u>Reason Why Left</u>	<u>Number of Tags Issued</u>
Batteries	4
Branches	2
Carpet	2
Ceramic	6
Compost	4
Diapers	2
Dishware	7
Drinking Glass	2
Fabric Softener Sheets	2
Food	7
Hose	2
Light Bulb	20
Mirror Glass	5
Oil	14
Other	40
Plastic Bags	1883
Styrofoam	376
Tissue	74
Toaster	2
Trash	59
Window Glass	7
Wood	26
Wrapping Paper	29

EDUCATIONAL TAGS LEFT IN 2012



2012
 Complaints/Compliments

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>	<u>Complaint/Compliments</u>	<u>Date</u>	<u>Time</u>	<u>Response</u>	<u>Date</u>	<u>Time</u>
Barbara Graf	[Redacted]	[Redacted]	Very disappointed that we were not able to deliver her a 65 gallon single sort recycling cart because she is tired of recycling blowing all over her neighborhood	1/3/2012	11:05am	Advised her that at this time the contract does not allow for single family homes to receive a cart but hopefully it may be considered in the future	1/3/2012	11:05am
[Redacted]	[Redacted]	[Redacted]	glass in street caller cleaned it up	1/4/2012	8:30am	told Greg who called out to Carlos who stopped & checked his truck	1/4/2012	8:40am
Susan Merry	[Redacted]	[Redacted]	glass at the bottom of her driveway and the neighbor's	1/5/2012	3:50pm	Advised Dispatch and he is sending a driver out on Friday to clean up broken glass	1/5/2012	3:50pm
[Redacted]	[Redacted]	[Redacted]	guy walking his dog, noticed broken glass all down Idaho, Mary, and Sterling st.,	1/6/2012	1:45pm	Advised gentleman that we were aware and have someone out there with a street sweeper cleaning it up	1/6/2012	1:45pm

Mrs. Kulzer	Did Not Provide	Upset that we didn't take plastic that was in plastic bags	2/10/2012 3:35pm	Plastic bags are not considered recyclable	2/10/2012 3:35
-------------	-----------------	--	------------------	--	----------------

Marlene	Did Not Provide	Recycling in trees and along fence lines east on Carver from McKnight	2/23/2012 9:30AM	Driver called himself and explained to Marlene that he picks up all loose recycling around the bin. Marlene feels the real issue is residents putting the recycling out the night before and it blows around	2/23/2012 3:50
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Walter Peters		Broken Glass In Street	3/12/2012 2:15pm	Alert driver to Necessity to be more Careful and to clean up after pickup	3/12/2012
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Mrs. Glaser		mad she got tagged for plastic bags. Customer put bags over recycling to protect from rain.	3/20/2012 9:45AM	Apologised. Informed her plastic bags are not recyclable	3/20/2012 9:45
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Roland Vogel		Recycling was missed Tuesday	4/17/2012 2:14pm	Apologized to customer, sending driver back in morning	4/17/2012 2:14pm
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Eric
[REDACTED]
Recycling was missed
Friday
4/27/2012 4:45pm Monday
Apologized to customer,
sending driver bac kon
4/27/2012 5:00pm

Tom Hiebeler
[REDACTED]
Recycling bin not placed
back driver found it
5/8/2012 2pm
I would let driver know to
place where they found it
5/8/2012 2pm

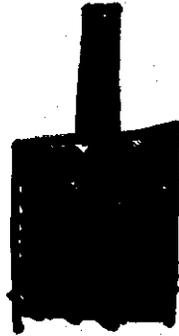
Resident
[REDACTED]
Driver is driving fast down
the road, and throwing
cigarette butts out
window
5/25/2012 10:47AM
Apologized and thanked her
for informing us and I would
let the owners know and they
will talk with them
5/25/2012 10:47

Resident
[REDACTED]
Whole street was missed
6/4/2012 3:30pm
Apologized and will send
driver back in morning
6/4/2012 3:30pm

Resident
[REDACTED]
Her recycling was missed
and she believed her
whole street was
6/5/2012 9:00am
Apologized and informed her
that we're sending a driver
back
6/5/2012 9:00am

Charlotte Lampe		Driving too Fast Through Parking Lot	6/29/2012 11:15AM	Apologized and will have dispatcher Talk to Driver	6/29/2012 2:15pm
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Michelle	Unknown	Bin Placement-Doesn't like that we place bins upside down and not exactly where we found them	8/3/2012 1:00pm	Auured her I would bring her concern to the attentionof the owners as well as the drivers	8/6/2012 7:50am
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Resident		Recycling Missed	9/11/2012 3:08pm	Apologized and told him we would pick up the missed recycling the following day 9/12/12	9/11/2012 3:50pm
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Resident		wants recycling cart	9/17/2012 11:43am	Apologized explained that city bins are what we can provide at this time	9/17/2012 11:43am
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resident [redacted] Wants recycling cart 10/5/2012 8:40am Apologized explained that city bins are what we can provide at this time 10/5/2012 8:40am

resident [redacted] Driver does such a good job with picking every thing up off the ground when the wind blows it out of the bin 10/16/2012 11:40am Thanked the resident for taking the time to call in 10/16/2012

resident [redacted] 5 houses missed in court 10/22/2012 4:00pm apologized and offered to pick up earlier than next Friday said that would not be necessary 10/22/2012 4:05pm

resident [redacted] driver slides bin up instead of walking it up 12/7/2012 2:25pm apologized and told her in the future the driver will walk it up 12/7/2012 2:25pm

2013

Maplewood Recycling Pilot Report



Greg & Willie Tennis

Tennis Sanitation

5/6/2013



May 6th, 2013

City of Maplewood
Maplewood, MN 55109
1830 County Road B E

Dear City of Maplewood,

This recycling pilot report has been prepared for the City of Maplewood.

The report contains summaries of recycling data for single family homes that were chosen to perform a recycling pilot study using recycling carts.

The data in this report will assist us in developing a better understanding how using carts for recycling impacts the City of Maplewood's recycling program.

Our goal is to develop future strategies to enhance the recycling programs already in place.

Sincerely,

Greg and Willie Tennis
Tennis Sanitation

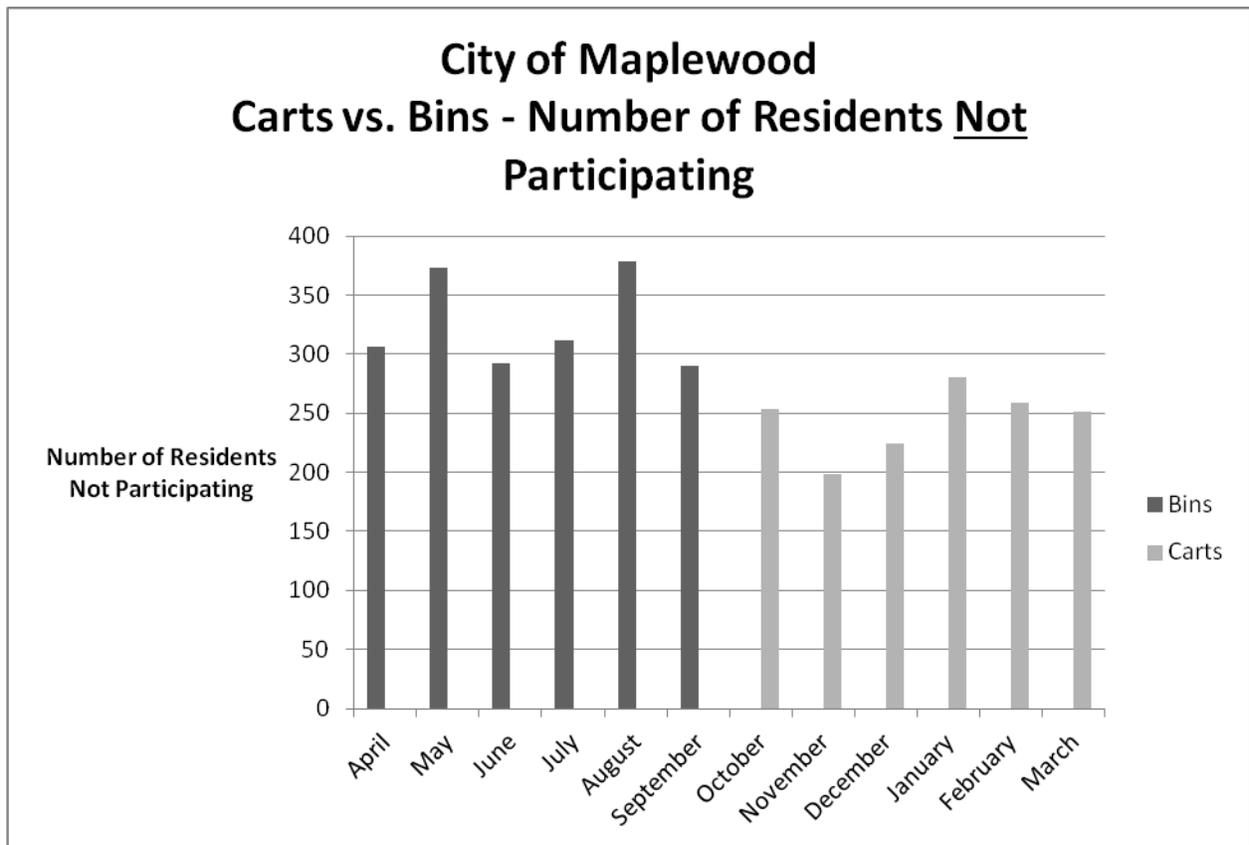


PILOT RECYCLING REPORT DATA SUMMARY

During the 12 month period we had monitored data for participation and volume by weight.

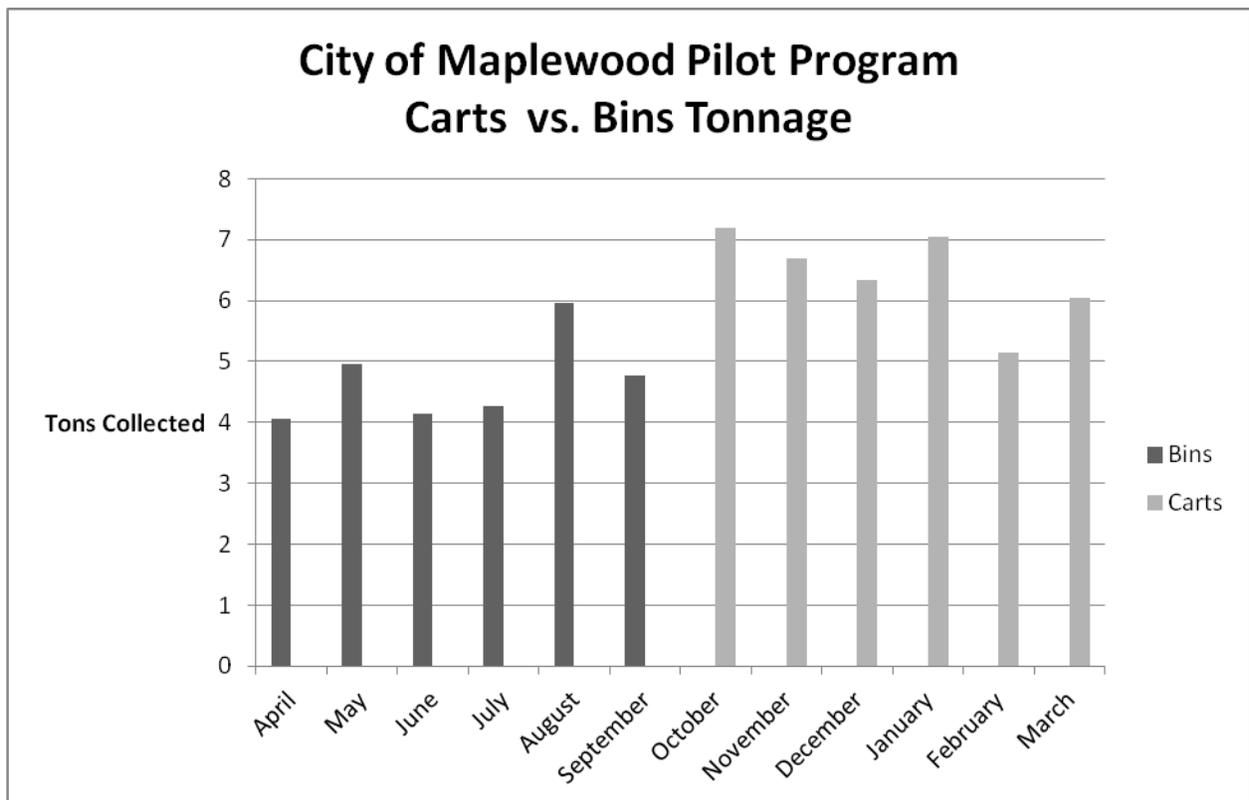
NON-PARTICIPATION (UNITS PER MONTH AVERAGE)

	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March
Bins	306	373	292	312	379	290						
Carts							254	199	224	280	259	251



TONNAGE (VOLUME BY WEIGHT) TOTAL PER MONTH

	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March
Bins	4.05	4.95	4.15	4.26	5.96	4.76						
Carts							7.19	6.69	6.33	7.04	5.14	6.05



RECYCLING PILOT DATA

The Single Family Data was compiled from the 214 single family homes for a 12 month period. We have tracked the number of residents (“Not-outs”) that do not place their recycling out on a weekly basis. From this data, we were also able to illustrate the weight (in tons) per month.

In analyzing the pilot project data, we are able to provide the following observations:

- Tons of recycling per month ranged from 4.05 tons to 7.19 tons per month
- In comparison from the 1st six months (with bins) to the 2nd six months (with carts) the average volume of tonnage increased 37%.
- In comparison from the 1st six months (with bins) to the 2nd six months (with carts) the average not-outs decreased by 33%. Which signals an increase in overall participation.

SUMMARY RECYCLING PILOT REPORT

The 2012 Maplewood Year-end Recycling Pilot Report provides up-to-date information from the City’s recycling activities over the past year. Each section of this report reflects the various ways data was collected, entered and calculated to contribute to meeting our goals.

We are confident that this report provides a good indicator of how we can enhance our recycling program through usage of carts. The carts provide us creative ways to overcome problems with how to increase recycling volumes, as well as addressing ways to increase recycling participation.

City of Maplewood Recycling Work Plan 2013

Presented by: Tennis Sanitation

For: City of Maplewood



2013 Maplewood Recycling Work Plan

The work plan for 2013 includes adding additional recycling volumes and developing communication and education to those residents who do not participate in recycling. We will accomplish this by:

1) Accept retail / grocery plastic bags from the curb on collection day -

Tennis Sanitation will develop educational annual flyer that will educate residents that we will be collecting plastic bags. This will include:

- A) What types of plastic bags are acceptable and unacceptable.
- B) How the bags should be prepared.
- C) Publish additional information regarding environmental benefits of recycling plastic bags.
Example: (how much energy is saved).

2) Communicate and motivate residents who do not participate in recycling -

Tennis Sanitation will be working closely with the City of Maplewood to develop the following recycling strategic plan to assist in maximizing the recycling volumes generated by the residents of Maplewood. This will include the following parameters to assist in satisfying the County's and City's overall recycling goals:

2a. Determine the non-participating residents to recycle by implementing the following:

- A) Tennis will monitor routing information which will determine residents that do not participate in curb side recycling collection.
- B) Data will be analyzed and recycling information will be distributed with City funding to the residents that do not participate.
- C) A separate report will be generated and provided to the City of Maplewood.
- D) Tennis will then compare future reports to determine if there has been any improvement.

2b. Understand the demographics of Maplewood to determine any patterns that may affect recycling volumes which may include:

- A) Types of residents that may be living in specific areas where strengths and/or weaknesses of recycling efforts show differing results.
- B) Understanding communication /language barriers and developing enhanced communication tools that will educate those residents on how to recycle. We will utilize additional resources which will include "Rethink Recycling" website.

2c. Have the City of Maplewood provide a thank you letter for the non-participating residents that are now participating. Along with re-educational materials which may include:

- A) The importance of recycling how it will help save the environment and how it will lower their costs through waste reduction.
- B) What items are now included in recycling - including plastic bags.
- C) Include a brief survey to assist us in understanding the residents positives and negatives with the existing recycling program. This will also assist us in determining some of the barriers.

2d. Analysis of Pilot project (cart) for one-sort recycling. Determine the following:

- A) Determine if the pilot had increased recycling volumes
- B) Determine the impact of how the usage of a cart may increase recycling volumes and efforts
- C) Analyze the pros and cons to utilizing a cart vs bins

Authorization

IN WITNESS WHEREOF, the parties agree to the 2013 Maplewood Recycling Work Plan.

Tennis Sanitation

City of Maplewood

X _____

X _____

Authorized signature

Authorized signature

Date: _____

Date: _____

**CONTRACT AGREEMENT BETWEEN THE
CITY OF MAPLEWOOD
AND
TENNIS SANITATION, LLC
FOR RECYCLING SERVICES**

May 6, 2013 (DRAFT) ~~November 8, 2010~~

Table of Contents

1. Definitions	7
2. Term of Contract	11
3. Annual Work Plan	11
4. Annual Performance Review	12
5. "Single Stream" Recyclables Collection/Processing System	12
6. Payment Terms.....	12
7. Cart Distribution and Management Plan	14
8. RFP and Contractor's Proposal	14
GENERAL REQUIREMENTS FOR ALL COLLECTIONS	15
9. Missed Collections	15
10. Severe Weather	15
11. Collection Hours and Days	15
12. Customer Complaints	15
13. City Retains Right to Specify Resident Preparation Instructions.....	16
14. City Shall Approve Contractor's Public Education Literature	16
15. Weighing of Loads	16
16. Monthly and Annual Reports.....	16
17. Ownership of Recyclables	17
18. Scavenging Prohibited	17
19. Cleanup of Spillage or Blowing Litter	17
20. Recyclable Materials Transported to Markets	17
21. Designated Primary Glass Market	18
22. Processing Facilities	18
23. Estimating Materials Composition as Collected	18
24. Estimating Process Residuals.....	18
25. Lack of Adequate Market Demand.....	19
26. Vehicle Requirements.....	19
27. Personnel Requirements	20
28. Licenses and Permits.....	20
29. Performance Monitoring.....	20
30. Liquidated Damages	21
CURBSIDE COLLECTION REQUIREMENTS.....	22

31. Weekly Collection	22
32. Point of Collection	22
33. Curbside Collection Schedule Deadline	22
34. Procedure for Handling Non-Targeted Materials.....	22
35. Participation Study	22
36. Set Out Information	23
37. Public Education Information for Single Family Residents.....	23
MULTIPLE FAMILY COLLECTION REQUIREMENTS	24
38. MFD Building Owners May Elect to Subscribe to City’s Recycling Service	24
39. Multiple Family Collection Stations	24
40. Multiple Family Service Standards.....	24
41. Multiple Family Recycling Container Requirements.....	24
42. Responsibility for Providing and Maintaining Multiple Family Recycling Containers ..	25
43. Public Education Information for Tenants with Multiple Family Recycling Service.....	25
44. Other Public Education Tools to Residents with Multiple Family Recycling Service ..	25
45. Annual Report to MFD Building Owners	25
46. Municipal Facilities Collection Requirements.....	26
1. City Hall - 1830 County Road B East	26
INSURANCE AND OTHER LEGAL REQUIREMENTS	26
47. Insurance	26
48. Transfer of Interest.....	27
49. Non-Assignment and Bankruptcy.....	27
50. Dispute Resolution and Arbitration Procedures	27
51. Performance Bond	27
52. General Compliance	27
53. Independent Contractor	28
54. Hold Harmless	28
55. Accounting Standards.....	28
56. Retention of Records	28
57. Data Practices.....	28
58. Inspection of Records	29
59. Applicable Law.....	29
60. Contract Termination	29

<u>61. Employee Working Conditions and Contractor’s Safety Procedures</u>	<u>29</u>
<u>62. Agreement Amendments</u>	<u>29</u>
<u>1. Definitions</u>	<u>5</u>
<u>2. Term of Contract</u>	<u>7</u>
<u>3. Annual Work Plan</u>	<u>9</u>
<u>4. Annual Performance Review</u>	<u>9</u>
<u>5. “Single Stream” Collection/Processing system</u>	<u>9</u>
<u>6. Payment Terms</u>	<u>10</u>
<u>7. RFP and Contractor’s Proposal</u>	<u>10</u>
<u>GENERAL REQUIREMENTS FOR ALL COLLECTIONS</u>	<u>10</u>
<u>8. Missed Collections</u>	<u>10</u>
<u>9. Severe Weather</u>	<u>10</u>
<u>10. Collection Hours and Days</u>	<u>11</u>
<u>11. Customer Complaints</u>	<u>11</u>
<u>12. City Retains Right to Specify Resident Preparation Instructions</u>	<u>11</u>
<u>13. City Shall Approve Contractor’s Public Education Literature</u>	<u>11</u>
<u>14. Weighing of Loads</u>	<u>11</u>
<u>15. Monthly and Annual Reports</u>	<u>12</u>
<u>16. Ownership of Recyclables</u>	<u>12</u>
<u>17. Scavenging Prohibited</u>	<u>12</u>
<u>18. Cleanup of Spillage or Blowing Litter</u>	<u>13</u>
<u>19. Recyclable Materials Required to be Transported to Markets</u>	<u>13</u>
<u>20. Designated Primary Glass Market</u>	<u>13</u>
<u>21. Processing Facilities Must be Specified</u>	<u>13</u>
<u>22. Estimating Materials Composition as Collected</u>	<u>13</u>
<u>23. Estimating Process Residuals</u>	<u>14</u>
<u>24. Lack of Adequate Market Demand</u>	<u>14</u>
<u>25. Vehicle Requirements</u>	<u>14</u>
<u>26. Personnel Requirements</u>	<u>15</u>
<u>27. Licenses and Permits</u>	<u>15</u>
<u>28. Performance Monitoring</u>	<u>15</u>
<u>29. Liquidated Damages</u>	<u>16</u>

<u>CURBSIDE COLLECTION REQUIREMENTS</u>	16
30. <u>Weekly Collection</u>	17
31. <u>Point of Collection</u>	17
32. <u>Curbside Collection Schedule Deadline</u>	17
33. <u>Procedure for Handling Non-Targeted Materials</u>	17
34. <u>Public Education Information for Single Family Residents</u>	17
<u>MULTI FAMILY COLLECTION REQUIREMENTS</u>	18
35. <u>MFD Building Owners May Elect to Subscribe to City Recycling Service</u>	18
36. <u>Multiple Family Collection Stations</u>	18
37. <u>Multiple Family Container Location(s)</u>	18
38. <u>Multiple Family Service Standards</u>	18
39. <u>Multiple Family Recycling Container Requirements</u>	18
40. <u>Responsibility for Providing and Maintaining Multiple Family Recycling Containers</u> ..	19
41. <u>Public Education Information for Tenants with Multiple Family Recycling Service</u>	19
42. <u>Other Public Education Tools to Residents with Multiple Family Recycling Service</u> ...	19
43. <u>Annual Report to MFD Building Owners</u>	19
44. <u>Municipal Facilities Collection Requirements</u>	20
<u>INSURANCE AND OTHER LEGAL REQUIREMENTS</u>	20
45. <u>Insurance</u>	20
46. <u>Transfer of Interest</u>	21
47. <u>Non-Assignment and Bankruptcy</u>	21
48. <u>Dispute Resolution and Arbitration Procedures</u>	21
49. <u>Performance Bond</u>	21
50. <u>General Compliance</u>	21
51. <u>Independent Contractor</u>	22
52. <u>Hold Harmless</u>	22
53. <u>Accounting Standards</u>	22
54. <u>Retention of Records</u>	22
55. <u>Data Practices</u>	22
56. <u>Inspection of Records</u>	23
57. <u>Applicable Law</u>	23
58. <u>Contract Termination</u>	23

<u>59. Employee Working Conditions and Contractor's Safety Procedures</u>	23
<u>60. Contract Amendments</u>	23

This Agreement is made this 8th day of November 20130, between the City of Maplewood, 1830 East County Road B, Maplewood, Minnesota 55109 (the "City") and Tennis Sanitation, LLC, with its current local place of business at 720 4th Street, St. Paul Park, Minnesota 55071 (the "Contractor").

WITNESSETH:

WHEREAS, the City supports a comprehensive residential recycling program and desires that high-quality recycling services be available to all its residents; and

WHEREAS, the City supports curbside recycling as part of an overall landfill abatement program; and

WHEREAS, the City supports multi-family recycling services as another part of an overall landfill abatement program; and

WHEREAS, Ramsey County has funding available for such residential recycling services; and

WHEREAS, the Contractor and the City have negotiated an extension of the Contractor's Contract; ~~has submitted a proposal for comprehensive recycling services to the City;~~

NOW, THEREFORE, the City and Contractor mutually agree as follows, in consideration of the mutual promises and covenants contained herein:

Definitions

1.1 "Aerosol cans"

Aerosol cans include but are not limited to spray paint, hairspray, deodorant, etc.

1.2 "Aluminum cans"

Disposable containers fabricated primarily of aluminum, commonly used for soda, beer, juice, water or other beverages. Also includes aluminum foil and trays.

1.3 "Church"

A commercial building for public worship which is capable of having its recyclables collected in carts rather than dumpsters.

~~1.3.4~~ "Contractor's annual recycling public education flyer"

The City requires the Contractor to publish and distribute an annual public education flyer that contains the following recycling information for City residents:

- Annual calendar and map of curbside recycling districts for "single family dwellings"
- List of materials to be included for recycling

- List of non-targeted materials that cannot be recycled in the City's recycling program
- General information about curbside recycling and multi-family recycling instructions
- How to prepare materials:

4.41.5 "City's designated contact person"

The City has designated the Community Development Director or his or her designee as the contact person for management and administration of this Agreement.

4.51.6 "City-designated recyclables" or "Recyclable materials" or "Recyclables"

The following list of materials are accepted as part of the Contract Agreement: recyclable materials:—aluminum cans; steel cans; glass jars and bottles; paper recyclables; phone books; plastic bottles; plastic tubs (yogurt, margarine, sour cream; plastic toys; plastic containers for shrubs, trees and flowers; egg cartons; motor oil bottles (drained); aerosol cans; household scrap metal; textiles; boxboard; corrugated cardboard; and milk cartons and juice boxes. —as defined and further described in the "City's annual recycling public education flyer". This list of recyclable materials can be amended through negotiation between the City and its Contractor at any time within the duration of the contract term. Such negotiations must be reduced to a written amendment to this Agreement and duly executed before it shall go into effect.

4.61.7 "Collection"

The aggregation and transportation of recyclable materials from the place at which it is generated and includes all activities up to the time when it is delivered to a recycling facility.

4.71.8 "Contractor"

The City's recycling service Contractor under the new contract beginning operation on January 1, 2014.

4.81.9 "Corrugated cardboard"

Cardboard material with double wall construction and corrugated separation between walls but not plastic, wax or other coated cardboard.

4.91.10 "Curbside recycling bins"

Uniform curbside recycling bins (e.g., red, plastic recycling tubs) supplied by the City during the previous Recycling Agreement which ended December 31, 2013. Curbside recycling bins were used to in which recyclables can be stored and later placed for curbside collection, as specified by the City. The recycling containers remain the property of the City and are the only receptacles approved for use under this contract without further agreement in writing.

1.11 "Curbside recycling cart"

Standardized recycling carts equipped with wheels and a lid as specified and purchased by the City in the following standardized sizes (approximate/nominal capacities):

- ◆ 30-gallon

◆ 60-gallon

◆ 90-gallon

Actual trash cart capacities by cart size will depend on the cart manufacturer selected by the City through a separate procurement process.

4.101.12 "Curbside recycling service"

The recycling collection service, together with related public education and other customer services, specified within this contract utilizing curbside recycling carts, bins. Multi-family dwellings may receive curbside recycling service as selected by the City and the Contractor.

4.111.13 "Glass jars and bottles"

Unbroken ~~G~~glass jars, bottles, and containers (lids/caps and pumps removed) that are primarily used for packing and bottling of food and beverages.

4.121.14 "Household Scrap Metal" Household scrap metal includes, but is not limited to, silverware, pots, pans and wire hangers.

4.131.15 "Holidays"

Holidays refers to any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed upon by the City and the Contractor. In no instance will there be more than one holiday during a Collection week. When the scheduled Collection day falls on a holiday, Collection for that day will be collected one day later. The Contractor shall publish the yearly calendar including alternate Collection days, with assistance from the City.

4.141.16 "Holiday weeks"

A week where a holiday falls on a Monday through Friday and requires the Contractor to collect recyclables on a Saturday, of which Saturday will be agreed upon by the City.

4.151.17 "Market demand"

The economic and technical capacity of markets to use recyclable material to make new products.

4.161.18 "Markets"

Any person or company that buys (or charges) for recycling of specified materials and may include, but are not limited to, end-markets, intermediate processors, brokers and other recycling material businesses.

4.171.19 "Milk cartons and juice boxes"

Gable top and Tetra Pak cartons for milk, soy, broth and juice boxes.

4.181.20 "Multiple family dwellings (MFD)"

A building or a portion thereof containing five (5) or more dwelling units.

~~1-191.21~~ **1-191.21** *“MFD recycling containers”*

Recycling containers used for multiple family dwellings (MFD) including any ~~bin, cart,~~ dumpster or other receptacle for temporary storage and collection of designated recyclables from residents in MFD’s prior to Collection. Such recycling containers must be separate, explicitly labeled on the lid and the front of the containers as to recyclables included, and colored differently from other containers for mixed solid waste or trash.

~~1-201.22~~ **1-201.22** *“Multiple family recycling service”*

Recycling Collection service, together with related public education and other customer services, provided to multiple family residents that utilize multiple family recycling containers (i.e., carts) and use multiple family recycling stations.

~~1-211.23~~ **1-211.23** *“Multiple family recycling stations”*

The location of multiple family recycling containers designated by the recycling Contractor with agreement of the MFD building owner. Multiple family recycling stations will likely be a cluster of recycling carts and/or recycling dumpsters.

~~1-221.24~~ **1-221.24** *“Non targeted materials”*

Materials that are not included in the City’s recycling program. Examples of typical non-targeted items include, but are not limited to, pumps on plastic bottles, ceramic material in glass streams, window glass and mirrors, paper cups and plates.

~~1-231.25~~ **1-231.25** *“Paper”*

Paper includes the following: newspapers (including inserts); household office paper and mail; cereal, cake mix, chips and cracker boxboard; egg cartons; old corrugated cardboard; phone books; Kraft bags; pop/beer boxes; pizza boxes, frozen food boxes, tissue boxes, and magazines/catalogs. ~~No boxboard containers used for food product storage in refrigerators or freezers are included, except for the tops of pizza boxes.~~

1.26 *“Participation rate”*

Percentage of residents participating in curbside or multi-family recycling. Participation is defined as a resident who places recyclables at the curb or utilizes their multi-family recycling carts at least once per month.

~~1-241.27~~ **1-241.27** *“Plastics”*

All plastics with plastic resin codes #1 (PET & PETE); #2 (HDPE); #3 (PVC); #4 (LDPE); #5 (PP); #6 (PS - except Styrofoam), and #7 (other). These will include, but not be limited to, plastic beverage bottles; liquor; juice; milk; soft drinks; certain foods; soap and cosmetics; plastic tubs (yogurt, sour cream, margarine); tree, flower and shrub containers; plastic toys; ~~and motor oil bottles (drained), and retail plastic bags.~~ Plastic lids, caps, rings and pumps are not included.

~~1-251.28~~ **1-251.28** *“Process residuals”*

The normal amount of material that cannot be economically recycled due to material characteristics such as size, shape, color, cross-material contamination, etc., and must be disposed as mixed municipal solid waste. Process residuals include subcategories of process residuals including, but not limited to, bulky items, contaminants, sorted tailings, floor

sweepings and rejects from specific processing equipment (e.g. materials cleaned from screens, etc). "Process residuals" does not include clean, separated products that are normally processed and prepared for shipment to markets as commodities but are of relatively low-value because of depressed market demand conditions. The maximum percent of process residuals shall not exceed six percent (6%).

4-261.29 "Processing"

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

4-271.30 "Processing center"

A recycling facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

1.31 "Revenue share"

Any increases in tonnage of recyclables with the use of recycling carts over the tonnage of that month in 2012 with the use of recycling bins will result in a seventy (70%) revenue share for the blended value of all commodities collected using the following procedure: Total tonnage for the month shall be apportioned to the individual commodities by use of the most recent composition study conducted by the Contractor and monitored and approved by the City. The value of the commodity for a particular month shall be determined by the price quoted in Recyclingmarkets.net on the fifth business day of that month.

1.32 "Small business"

A commercial building capable of having its recyclables collected in carts rather than a dumpster.

4-281.33 "Steel cans"

Disposable containers fabricated primarily of steel or tin, used for food and beverages.

4-291.34 "Textiles"

Textiles include unwanted but reusable linens such as towels, sheets, blankets, curtains, tablecloths and clothes (including belts, coats, hats, gloves, shoes and boots that are clean and free of mold, mildew and excessive stains). Textiles must be dry.

4-301.35 "Work Plan from Contractor"

The annual work plan proposal for recycling system improvements submitted from the Contractor and approved by the City.

Term of Contract

The term of this recycling contract will be a period of ~~two~~three (23) years from January 1, 2014 through December 31, 2015. The City may consider up to two (2), one (1) year extensions for years 2016 and 2017, at the City's sole discretion.

Annual Work Plan

The Contractor shall submit an annual work plan proposal no later than October 1 for the upcoming calendar year to outline key priorities for system improvements. Public education

tools shall be itemized and approximate timelines described. Other service improvements may also be included in the work plan. The City shall review and approve the work plan by no later than November 1 each year. The annual work plan shall be incorporated by reference as an amendment to this contract.

Annual Performance Review

Upon receipt of the Contractor's annual report, the City shall schedule an annual meeting with the Contractor and the City's Environmental and Natural Resources (ENR) Commission. Once concluded, the report from the ENR Commission shall be presented to the City Council, and a meeting will be held between the Council and Contractor to review the performance of the contract. The objectives of this annual meeting will include, but not be limited to:

- Review Contractor's annual report, including trends in recovery rate and participation rate.
- Efforts the Contractor has made to expand recyclable markets.
- Review Contractor's performance based on feedback from residents to the ENR Commission, City Council, and City staff.
- Review Contractor's recommendations for improvement in the City's recycling program, including enhanced public education and other opportunities as contained within the annual work plan for the upcoming year.
- Review City staff recommendations for Contractor's service improvements.
- Discuss other opportunities for improvement with the remaining years under the current contract.

"Single Stream" Recyclables Collection/Processing System

Single stream recyclables collection and processing system shall be the basic service system design for this contract. Under this single stream design, residents will be instructed to comingle all city designated recyclables in the ~~red curbside City recycling carts.~~ of Maplewood fourteen (14) gallon bin

In addition, residents may place clean, reusable textiles separate from other recyclables in water-proof bags labeled "Clothes and Linens".

The Contractor shall not make any changes to the single stream collection or processing system without written approval of the City.

Payment Terms

The Contractor will invoice the City of Maplewood on a monthly basis and the City will pay the contractor no later than net thirty (30) days of receipt of the invoice. The billing system will include the following elements:

6.1 Per Unit Fee

A charge for collection services calculated by multiplying the number of single family units and multiple family units times the per unit fee of one dollar and seventy-five cents (\$1.75) per unit per month, plus any revenue share as described in sections 1.28 and 6.4.

6.2 Households

Currently, the City has determined that there are eleven thousand ~~three hundred forty-five six hundred and eighty~~ (11,345680) single family units and four thousand one hundred ~~seventy eighty two~~ (4,17082) multiple family units in the City of Maplewood. The City will pay the Contractor for all single family units in the City, but will only pay one dollar and seventy-five cents (\$1.75) per unit per month for those multiple family units that the Contractor actually services. January 1 of each year the Contractor and the City will review household counts to determine changes in household numbers. The review will include a study of the City's trash collection and recycling routes, water utility billing, Community Development Department housing counts, Census housing data, Metropolitan Council housing data and Contractor route inspections to come up with the most accurate housing counts. The housing count numbers will be modified yearly by February 1 of each year based on this review. The City will notify the Contractor of any changes in the number of single family units (e.g., new construction and/or demolition of existing single family units).

6.3 Churches and Small Businesses

Churches and small businesses which are capable of having recyclables collected in curbside recycling carts are eligible to opt into the City's recycling program. The City will pay the Contractor for all churches and businesses that opt into the recycling program at a rate of one dollar and seventy-five cents (\$1.75) per one (1) or two (2) ninety-five (95) gallon recycling carts used by the church or small business, and one dollar and seventy-five cents (\$1.75) for each subsequent cart beyond one (1) or two (2). The City will work with the Contractor in determining which churches and small businesses are cable of opting into the City's recycling program, with final approval by the City. The Contractor will break out the pricing for churches and small businesses separately in its invoice to the City and will report on the number of churches and small businesses in the Monthly and Yearly reports.

6.4 Revenue share

The City and the Contractor intend to implement more effective recycling education programs and the use of curbside recycling carts for single stream recycling for Contract years 2014 and 2015. Any increases in tonnage of all commodities collected with the use of carts over the tonnage of that month in 2012 with the use of curbside recycling bins shall result in a share of recycling revenue to be returned to the City as follows:

- Each month seventy percent (70%) of the blended value of all commodities, net processing, shall be returned to the City using the following procedure:
 - The current year's monthly tons minus the 2012 monthly tons for that same month. Any increase in tons based on this calculation will trigger the revenue share procedure as follows:
 - Total tonnage for the month shall be apportioned to the individual commodities by use of the most recent composition study conducted by the Contractor and monitored and approved by the City.
 - The value of the commodity for a particular month shall be determined by the price quoted in Recyclingmarkets.net on the fifth (5th) business day of that month.

- Values for each commodity will be divided by the apportioned percent of each commodity from the composition study.
- Addition of the apportioned commodity values will equal the blended value per ton of all commodities.
- Minus the processing fee of eighty dollars (\$80.00) per ton equals the total revenue increase over 2012.
- Seventy percent (70%) of the total revenue share goes to the City for its revenue share.
- Revenue share is credited on the City's invoice for the next month.

Example:

January 2013 Recycling Tons	4,000
January 2012 Recycling Tons	3,920
Current Net Tons	80

Blended Value Per Ton	\$104.06
<u>(Based on January Recyclingmarkets.net)</u>	
Minus Processing Fee	- 80.00
Equals Increase in Revenue	\$24.06
Multiplied by 70%	x .70
Equals City's Share of Revenue Increase	\$16.84
Multiplied by Current Net Tons	80.00
Equals the City's January Revenue Share	\$952.26

- The City shall not be penalized for decreases in tonnage. If there is a decrease in tonnage, there is no revenue share due to the City.

6-26.5 Other

Any other mutually agreed upon charges or credits for any other future efforts outside of the scope of this contract (e.g., organics and food waste collection, ~~public space recycling~~, etc.).

7. Cart Distribution and Management Plan

Within two (2) weeks after the City adopts its cart purchasing plan, the Contractor shall develop a cart distribution and management plan in coordination with the City. The City may elect to include its cart manufacturer as part of the team to plan for cart distribution and management. The Contractor may elect to include any cart management subcontractor as part of the cart distribution and management team.

7-8. RFP and Contractor's Proposal

The contents of the City's original Request for Proposal (RFP) for Recycling Services (dated June 1, 2010) and the Contractor's original proposal (dated June 30, 2010) are part of the contractual obligations and are incorporated by reference into this contract. If any provision

of the contract is in conflict with the referenced RFP or proposal, the contract shall take precedent.

GENERAL REQUIREMENTS FOR ALL COLLECTIONS

The following general requirements are pertinent to all recycling collections (i.e., both curbside recycling collection and multiple family recycling collection services). However, the City acknowledges that collection service frequencies and other factors will vary between residential, ~~and multiple family~~ and church and small business collection programs.

~~8.9.~~ Missed Collections

The Contractor shall have a duty to pick up missed recycling collections. The Contractor agrees to pick up all missed collections on the same day the Contractor receives notice of a missed collection, provided notice is received by the Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed collection received after 11:00 a.m. on a business day, the Contractor agrees to pick up that missed collection before 4:00 p.m. on the following business day.

~~9.10.~~ Severe Weather

The Contractor may postpone recycling collections due to severe weather at the sole discretion of the Contractor. "Severe Weather" shall include, but not be limited to, those cases in which snow, sleet, ice or cold temperatures might jeopardize the safety of the Contractor's staff or result in unsafe driving conditions. If collections are postponed, the Contractor shall notify the City. Upon postponement, collection will be made on a day agreed upon between the Contractor and the City.

~~10.11.~~ Collection Hours and Days

The City requires all such collections to begin no sooner than ~~6~~7 a.m. and shall be complete by 7 p.m. Furthermore, the City requires scheduled collection days to be Monday through Friday, and agreed upon Saturdays during holiday weeks. The Contractor may request City approval of exceptions to these time and day requirements (e.g., pursuant to the "Severe Weather" section - Section ~~109~~ above). The Contractor must request such exception from the City's Designated Contact Person via telephone or email prior to the requested collection event, and specify the date, time and reason for the exception.

~~11.12.~~ Customer Complaints

The Contractor shall provide staffing of a telephone equipped office to receive missed collection complaints and other complaints between the hours of 7:00 a.m. until 5:00 p.m. on all days of collection as specified in this Agreement. The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. The address and telephone numbers of such office shall be given to the city in writing, with ten (10) days prior notice of changes therein. The address of this office as of the execution of the contract is 720 4th Street, St. Paul Park, Minnesota 55071 and the telephone number is 651-459-1887. The Contractor shall also allow complaints to be made electronically.

Each month the Contractor shall provide the City with a list of all customer complaints, the nature of these complaints and a description of how each complaint was resolved. The names of the complainants and contact numbers or e-mail addresses must also be included.

Complaints on service will be taken and collected by the City and the Contractor. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for corrective actions. The Contractor shall answer all complaints courteously and promptly.

~~42-13.~~ City Retains Right to Specify Resident Preparation Instructions

The Contractor shall agree that it is the City's sole right to clearly specify the resident sorting and set_out requirements. The Contractor shall publish and distribute, on an annual basis, the detailed recyclable preparation instructions for its residents as part of its annual public education flyer.

~~43-14.~~ City Shall Approve Contractor's Public Education Literature

The Contractor shall conduct its own promotions and public education to increase participation and improve compliance with City-specified recycling resident preparation instructions as per the public education elements of the annual work plan. At a minimum, this shall include: production and distribution of an annual flyer to each home; and distribution of "resident education tags" to be left by curbside collection crews if any non-targeted material is rejected and left at the curb. The Contractor shall submit a draft of any public education literature for approval by the City, at least one (1) month before printing and release of any such literature.

~~44-15.~~ Weighing of Loads

Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's name, vehicle number, tare weight, gross weight, net weight and number of recycling stops for each loaded vehicle. Collection vehicles will be weighed after completion of a route or at the end of the day, whichever occurs first. A copy of each weight ticket shall be kept on file and made available for inspection upon request by the City.

~~45-16.~~ Monthly and Annual Reports

The Contractor will submit to the City monthly and annual reports. At a minimum, the Contractor shall include the following information in these reports:

- Total quantities of recyclable materials collected, by material type (in tons) for single family, multi-family, city facilities, parks, churches and small businesses.
- Net quantities of recyclable materials marketed, by material type (in tons).
- Quantities stored, by type of material, with any notes as to unusual conditions (in tons).
- Quantity of process residual disposed of (in tons).
- Recycling service fee (based upon the contracted price of one dollar and seventy five cents (\$1.75) per unit per month or one dollar and seventy five cents (\$1.75) for up to two ninety five (95) gallon recycling carts for churches or small businesses.
- Log of all resident and church or small business addresses where education tags were left because of non-targeted materials set out for recycling.

- Log of all complaints, including the nature of the complaints, to include the following: names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of the response.
- List of single family addresses that do not set out recycling carts at least once a month.
- Recycling cart data including cart inventory, replacement, repair, warranty issues, etc.
- ~~Log of vehicle load weights which exceed the allowable maximum loaded weight of 40,000 pounds.~~

Monthly reports shall be due to the City by the fifteenth (15th) day of each month. Annual reports shall be due by January 31 of each year. The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the City's recycling program (e.g., public education, multiple family recycling, etc.).

~~16.~~17. Ownership of Recyclables

Ownership of the recyclables shall remain with the person placing them for collection until Contractor's personnel physically touches them for collection, at which time the ownership of the recyclables shall transfer to the Contractor.

~~17.~~18. Scavenging Prohibited

All recyclable materials placed for collection shall be owned by and are the responsibility of the occupants of residential or church or small business properties until the Contractor handles them. Upon collection of the designated recyclable materials by the Contractor, the recyclable materials become the property and responsibility of the Contractor.

It is unlawful for any person other than the City's recycling Contractor or owner's independent hauler to collect, remove or dispose of designated recyclables after the materials have been placed or deposited for collection in the recycling containers. The owner, owner's employees, owner's independent hauler's employees, or City's recycling Contractor's employees may not collect or "scavenge" through recycling in any manner that interferes with the contracted recycling services.

~~18.~~19. Cleanup of Spillage or Blowing Litter

The Contractor shall 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. Designated recyclables shall be transported in a covered vehicle so that the recyclables do not drop or blow onto any public street or private property during transport.

~~19.~~20. Recyclable Materials Transported to Markets

Upon collection by the City's recycling Contractor, the Contractor shall deliver the designated recyclables to a recyclable material processing center, an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclables in a

mixed municipal solid waste disposal facility. The Contractor shall not landfill, incinerate, compost or make fuel pellets out of the recyclable materials.

~~20-21.~~ _____ Designated Primary Glass Market

The City and Contractor hereby agree that eCullet (St. Paul, MN) and ~~Anchor Glass Corp. Strategic Materials (St. Paul, MN)~~ Shakopee, MN will process and sort glass bottles and jars and shall remain the primary market of choice for glass bottles and jars collected from the City's recycling program. The Contractor shall develop a proposed glass marketing contingency plan in writing for review, comment and approval by the City. This contingency plan shall be based on recycling glass into markets with the highest and best use of this commodity. The Contractor shall provide an annual assessment of ~~eCullet's performance and the Anchor Strategic Material's performance~~ and glass market as part of its annual report to the City.

The Contractor shall provide as much notice as possible if the eCullet or ~~Anchor Strategic Materials Glass~~ Anchor Strategic Materials Glass plant closes, stops accepting recyclable glass cullet or otherwise becomes economically unfeasible as the primary glass market outlet. If eCullet or ~~Anchor Strategic Materials Glass~~ Anchor Strategic Materials Glass are no longer a viable primary market for glass, and if the Contractor must adjust its glass processing and/or marketing operations, the Contractor must submit a proposed plan amendment to the City so that glass continues to be recycled as glass with the highest and best use of this commodity rather than being used for road aggregate, sandblast media, fiberglass or other alternative uses.

~~21-22.~~ _____ Processing Facilities

The Contractor shall assure the City that adequate recyclable material processing capacity will be provided for City material collected. The Contractor shall provide written notice to the City at least sixty (60) days in advance of any substantial change in these or subsequent plans for receiving and processing recyclables collected from the City.

~~22-23.~~ _____ Estimating Materials Composition as Collected

The Contractor shall conduct at least one materials composition analysis of the City's recyclables during October of each year to estimate the relative amount by weight of each recyclable commodity by grade. The results of this analysis shall include: (1) percent by weight of each recyclable commodity by grade as collected from the City; (2) relative change compared to the previous year's composition; (3) percent by weight of the Process Residuals collected from the City; and (4) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and City route(s) used for sampling. The City shall be notified of the composition analysis and be offered the opportunity to view the sorting and weighing of materials. The Contractor shall provide the City with a copy of the analysis for each year of the contract.

~~23-24.~~ _____ Estimating Process Residuals

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

The City may audit the records of the Contractor to verify that the agreed upon process is being followed (see Section 586, Inspection of Records).

The quantities of Process Residuals must not exceed the agreed upon residual rate of six percent (6%). This percentage must be reported to the City in the annual composition analysis as described in Section 232. In addition, the Contractor must report to the City, on an annual basis, the disposal location of Process Residuals.

24-25. Lack of Adequate Market Demand

In the event that the market for a particular recyclable ceases to exist, or becomes economically depressed that it becomes economically unfeasible to continue the Collection, processing and marketing of that particular recyclable, the City and the Contractor will both agree in writing that it is no longer appropriate to collect such item before collection ceases. The Contractor shall give the City as much notice as possible about the indications of such market condition changes.

The City and Contractor shall agree on a date in a written Contract amendment to cease Collection of the recyclable item in question. The Contractor shall at all times be under a duty to minimize the quantity of recyclable materials disposed in a landfill, incinerator or other facility receiving mixed municipal solid waste. If disposal of any recyclable commodity becomes necessary, upon receiving written permission from the City, the Contractor shall dispose of the recyclable materials at a facility specified in writing by the City or an alternative agreed upon by the City and the Contractor. The City and the Contractor will negotiate a cost for disposal as a substitute for a Processing fee for that material.

25-26. Vehicle Requirements

Vehicles shall be clearly signed on both sides as a recycling Collection vehicle. In addition, all Collection vehicles used in performance of the Contract shall:

- Be marked with the name and telephone number of the Contractor prominently displayed on both sides of the truck. The lettering must be at least three (3) inches in height.
- Operate within the weight allowed by Minnesota Statutes and local ordinances;
- Be duly licensed and inspected by the State of Minnesota;
- ~~• Have a maximum loaded weight not to exceed 40,000 pounds;~~
- Have a two (2) way communication device;
- Have a first aid kit;
- Have an approved fire extinguisher;
- Have warning flashers;
- Have a broom and shovel for cleaning up spills;
- Have warning alarms to indicate movement in reverse;
- Have a sign on rear of vehicle which states "This vehicle makes frequent stops";
- All of the required equipment must be in proper working order.

- All vehicles must be maintained in proper working order and be as clean and free of offensive odors as possible.

~~26-27.~~ Personnel Requirements

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 insure that all personnel maintain a positive attitude with the public and in the work place, and shall:

- Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- Make a concerted effort to have at all times a presentable appearance and attitude.
- Wear a uniform and employee identification badge or name tag.
- Drive in a safe and considerate manner.
- Manage curbside recycling carts ~~bins~~ and multiple family containers in a careful manner so as to avoid spillage and littering, or damage to the cart ~~bin~~ or container. ~~Containers should not be thrown once emptied.~~
- Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- Avoid damage to property.
- Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

~~27-28.~~ Licenses and Permits

The Contractor shall ensure 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 material from the City of Maplewood must have current permits and licenses as required by the appropriate city, county, state and federal laws and ordinances. Contractor shall make available for inspection all such licenses and permits upon request by the City. Contractor must have a Collection license issued by the City per City Code, Chapter 30. ~~Section 30-41.~~

~~28-29.~~ Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required within this Agreement. The City reserves the right to inspect Contractor facilities or vehicles at any time during normal business hours for compliance with the language of the Agreement, and the performance measures and goals contained herein.

Substandard performance as determined by the City in its sole discretion will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within sixty (60) days after being notified by the City, the City will initiate contract termination procedures.

29-30. Liquidated Damages

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

1. Failure to respond to legitimate service complaints within twenty four (24) hours in a reasonable and professional manner – fifty dollars (\$50) per incident.
2. Failure to collect properly notified missed collections – two hundred and fifty dollars (\$250) per incident.
3. Failure to provide monthly and annual reports – one hundred dollars (\$100) per incident.
4. Failure to complete the collections within the specified timeframes without proper notice to the City – one hundred dollars (\$100) per incident.
5. Failure to clean up from spills during collection operations – two hundred fifty dollars (\$250) per incident.
6. Failure to report on changes in location of recyclable processing operations – two hundred fifty dollars (\$250) per incident.
7. Failure to provide written description of the means to estimate relative amount of process residuals derived from the City's recyclables – one thousand dollars (\$1000) per incident.
8. Exceeding the maximum process residual rate of six percent (6%) – one thousand dollars (\$1,000) per incident.
9. Making changes to the Collection and Processing systems prior to receiving City approval to implement any such change – five thousand dollars (\$5,000) per incident.
10. Failure to conduct and report results of the annual composition analysis – one thousand dollars (\$1000) per incident.

These amounts will be for liquidated damages for losses suffered by the City and not penalties. Three (3) or more such incidents in a six (6) month period shall constitute grounds for termination of Agreement and not subject to cure.

CURBSIDE COLLECTION REQUIREMENTS

The following collection requirements are for curbside recycling services only (single family dwellings, and buildings with up to four units, churches, small businesses, manufactured homes and townhomes), and do not pertain to multiple family household (buildings with more than four units) type of collection services.

~~30-31.~~ Weekly Collection

The Contractor shall collect curbside recycling materials weekly from the authorized curbside recycling cartbins, as hereinbefore defined, and provided by the City. No other different or unapproved receptacles shall be used in performance of this Agreement unless negotiated by the City and Contractor in writing. Violation of this provision shall be grounds for termination of the Agreement. Recyclables shall be collected on the same days corresponding to City trash collection days whenever possible (with the exception of curbside collection on Saturdays within agreed-upon “holiday weeks”).

~~31-32.~~ Point of Collection

All curbside collection service will occur at the curbside, with the exception of elderly residents or those with short or long-term physical limitations who require house-side collection service.

~~32-33.~~ Curbside Collection Schedule Deadline

If the Contractor determines that the collection of recyclables will not be completed by 7:00 p.m. on the scheduled collection day, the Contractor shall notify the City by 4:30 p.m. that same day and request an extension of the collection hours. The Contractor shall inform the City of the areas not completed, the reason for non-completion and the expected time of completion. If the City’s designated contact person cannot be reached, the Contractor will request the City Manager.

~~33-34.~~ Procedure for Handling Non-Targeted Materials

If Contractor determines that a resident, church or small business has set out non-targeted materials, the driver shall use the following procedure:

1. Contractor shall leave the non-targeted materials in the ~~resident's~~ curbside recycling cartbin and leave an “education tag” indicating acceptable materials and the proper method of preparation.
2. The driver shall record the address and the Contractor shall report the address to the City in the required monthly report.

If this procedure for handling non-targeted materials is not feasible for automated or semi-automated Collection systems, the Contractor must specify and demonstrate alternative public education methods to the City for its approval so that the quality of recyclable materials set out ~~by City residents~~ will be maintained.

35. Participation Study

The Contractor shall conduct at least one analysis of household participation per year. The results of the analysis shall include number and addresses of single family households not

participating. The Contractor will then target nonparticipating households with educational material approved by the City. The Contractor shall provide the City with a copy of the analysis for each year of the contract.

36. Set Out Information

The Contractor shall provide the City with the addresses of single family households not setting out recycling carts at least once a month. The addresses will be supplied to the City in the Monthly Reports.

37. Public Education Information for Curbside Collection~~Single-Family Residents~~

The Contractor shall be responsible for the following:

- ~~4.~~1. Annual distribution of the Contractor's recycling public education flyer as described in Section 1.~~43~~ and Section ~~143~~.
- ~~2.~~2. Distribution of ~~resident~~ education tags to be left by curbside Collection crews if any non-targeted material is reflected and left at the curb.

MULTIPLE FAMILY COLLECTION REQUIREMENTS

The following collection requirements are for multiple family recycling services only and do not pertain to curbside collection services.

~~34-38.~~ MFD Building Owners May Elect to Subscribe to City's Recycling Service

MFD building owners are be able to use the City's recycling Contractor to provide recycling services. Alternatively, MFD building owners may independently contract with another licensed recycling contractor to provide the recycling services at the owner's expense.

~~35-39.~~ Multiple Family Collection Stations

Multiple family recycling stations will be specified with agreement of the MFD building owner on a case-by-case basis. MFD recycling stations will likely be a cluster of recycling bins, carts and/or recycling dumpsters (e.g., for old corrugated cardboard). The number and location of MFD recycling stations shall be adequate to be reasonably convenient and accessible to all MFD residents.

~~40. 36-4~~ Multiple Family Container Location(s)

Multiple family recycling containers shall be placed in a location(s) on the MFD premises which permits access for collection purposes but which does not obstruct pedestrian or vehicular traffic. Recycling containers must also comply with the City's zoning and other ordinances.

~~36-41.~~ Multiple Family Service Standards

At a minimum, multiple family collection services shall be available on the premises and shall be provided on a regularly scheduled weekly basis, or as the City and Contractor agree is adequate. The Collection schedule and recycling containers' capacity shall provide for regular removal of the recyclables such that there is adequate storage capacity available in the recyclable containers to avoid overflowing containers.

~~37-42.~~ Multiple Family Recycling Container Requirements

The recycling containers for buildings of eleven (11) units or more shall be:

1. Sufficient in number and size to meet the demands for recycling services created by the occupants.
2. Equipped with hinged lids.
3. Equipped with standardized labels approved by the City, attached to the lid and the front of the carts, and which identify the type of recyclable material to be deposited in each container. Recycling containers shall be colored differently from other containers for mixed solid waste or trash.
4. Maintained in proper operating condition and reasonably clean and sanitary.
5. Repaired or replaced on a reasonable schedule if broken due to regular wear and tear.
6. Provided at no cost to the City or residents.

7. Receptacles shall be of a sort approved by City staff for use prior to entering service.

~~38-43.~~ Responsibility for Providing and Maintaining Multiple Family Recycling Containers

If the MFD building owner uses the City's Contractor, adequate multiple family recycling containers shall be provided and maintained by the City's Contractor.

~~39-44.~~ Public Education Information for Tenants with Multiple Family Recycling Service

At least once per year, the City's recycling Contractor shall supply the multiple family building owner with the sufficient number of recycling fact sheets with instructions for the tenants in their building(s). The information should specifically address multiple family recycling service, and should not be the same educational material distributed to single-family residents.

~~40-45.~~ Other Public Education Tools to Residents with Multiple Family Recycling Service

The Contractor shall provide other public education tools (e.g., educational material in languages other than English such as Spanish, Hmong, Somali, etc.) that the Contractor will provide, in cooperation and coordination with multiple family building owners, as part of the annual work plan. The City will work with the Contractor regarding the quantities needed and the locations for distribution.

~~41-46.~~ Annual Report to MFD Building Owners

The City's Contractor shall provide an annual report by January 31 of each year to the multiple family building owners served by the City's Contractor. A copy of each report to the multiple family building owners shall also be submitted to the City. The report shall contain, at a minimum, the following information:

1. Name of owner, building manager and contact information (mailing address, telephone numbers, e-mail, etc.)
2. Street address of each multiple family building served.
3. Number of dwelling units for each multiple family building.
4. Description of collection services made available to occupants, including number of multiple family recycling stations, number of multiple family recycling containers, location of stations (or curbside service provided for multiple-family buildings under eleven (11) units) and dates of collection.
5. Description of public education tools used to inform occupants of availability of services.
6. Tonnage quantities for each type of material recycled.
7. Recommendations for future improvements to increase recovery rates (e.g., specific public education tools).

~~42-47.~~ Municipal Facilities Collection Requirements

The Contractor shall provide, at no charge, recycling containers and collection services once per week at the following City buildings:

1. City Hall - 1830 County Road B East
2. Public Works Building - 1902 County Road B East
3. Park & Recreation Maintenance Building - 1810 County Road B East
4. Fire Station One - 1177 Century Avenue North
5. Fire Station Two - 1955 Clarence Street
- ~~5.6.~~ Fire Station Three – 1530 Hazelwood Street
7. Maplewood Community Center - 2100 White Bear Avenue
- ~~6.8.~~ Nature Center – 2659 East 7th Street
- ~~7.9.~~ Staging Areas for Public Space Recyclables as designated by the City.
(beginning in March 2010). ~~Staging areas to be determined by City.~~

INSURANCE AND OTHER LEGAL REQUIREMENTS

~~43-48.~~ Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract. The Contractor shall have the City of Maplewood named as an additional insured on each insurance policy specified below, unless the Contractor submits in writing this is not feasible for a specific insurance policy. The Contractor shall then provide certificates of insurance to the City by approximately December 15 of each year. The Contractor and its sub-contractors shall secure and maintain the following insurance:

~~43-48.1~~ *Workers Compensation Insurance*

Workers compensation insurance as specified by the Minnesota Department of Occupational Health and Safety and federal law. ~~shall meet the statutory obligations with Coverage B – employer’s liability limits of at least \$100,000 each accident, \$500,000 disease – policy limit and \$100,000 disease each employee.~~

~~43-248.2~~ *Commercial General Liability Insurance*

Commercial general liability insurance shall be at the limits of at least \$1, ~~500,000~~ 500,000 ~~bodily injury, per occurrence, or combined single limit general aggregate, and \$500,000 property damage. \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence, \$50,000 fire damage and \$1,000 medical expense for any one person.~~ bodily injury, per occurrence, or combined single limit general aggregate, and \$500,000 property damage. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.

This insurance includes up to \$10,000 in additional coverage for expenses incurred to extract pollutants from land or water at the "premises" if the discharge, dispersal, seepage, migration,

release, escape or emission of the pollutants is caused by or results from a covered cause, including any deliberate, willful and negligent conduct on the part of Contractor or their laborers, employees or assigns.

~~43-348.3~~ **Commercial Automobile Liability Insurance**

Commercial automobile liability insurance covering all the Contractor's owned, non-owned and hired automobiles with limits of at least \$1,000,000 per person, \$5,000,000 per occurrence, and \$500,000 property damage or combined single limit. ~~accident.~~ This insurance includes a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

~~44-49.~~ **Transfer of Interest**

The Contractor shall not assign any interest in the contract, and shall not transfer any interest in the contract, either by assignment or notation, without the prior written approval of the City. The Contractor shall not subcontract any services under this contract without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or subcontract shall be grounds for immediate contract termination.

~~45-50.~~ **Non-Assignment and Bankruptcy**

The parties hereby agree that the Contractor shall have no right to assign or transfer its rights and obligations under said Agreement without written approval from the City. In the event the City or its successors or assigns files for bankruptcy as provided by federal law, this Agreement shall be immediately deemed null and void relieving all parties of their contract rights and obligations.

~~46-51.~~ **Dispute Resolution and Arbitration Procedures**

The parties agree that any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled, at the option of the Contractor, by arbitration in accordance with the Rules of the American Association of Arbitration and judgment upon the award by the arbitrator(s) may be entered in any court with jurisdiction thereof.

~~47-52.~~ **Performance Bond**

This contract specifies requirements for a performance bond in the case of the Contractor's failure to perform contracted services. The performance bond shall be for a minimum of \$300,000. The responsibility for renewal is the responsibility of the Contractor.

~~48-53.~~ **General Compliance**

The Contractor agrees to comply with all applicable local, state and federal laws and regulations governing funds provided under this Agreement.

The Contractor pays its employees a living wage based on the recycling industry in the State of Minnesota and Washington County. The Contractor does not use temporary labor arrangements to avoid paying a living wage. Additionally, the contractor provides health insurance for all full time employees and a pro rata share for employees working more than twenty (20) hours but less than forty (40) hours a week.

~~49-54.~~ _____ 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 subcontractors 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 the Contractor.

~~50-55.~~ _____ 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, any resulting environmental liability that is a result of this Agreement or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Agreement. 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.

~~51-56.~~ _____ Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract.

~~52-57.~~ _____ Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of six (6) years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for six (6) years after final disposition of such property.

~~53-58.~~ _____ 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.

54-59. Inspection of Records

All Contractor records with respect to any matters covered by this Agreement shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

55-60. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Ramsey, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

56-61. 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 Agreement if the default has not been cured after sixty (60) 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 Agreement 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.

57-62. Employee Working Conditions and Contractor's Safety Procedures

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable local, state and federal laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for worker's compensation or safety violations and standard operating procedures documents.

58-63. Agreement Amendments

Any amendments to this Agreement shall be valid only when reduced to writing, and duly signed by the parties.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first written.

Tennis Sanitation, LLC

City of Maplewood:

By _____
Chief Executive Officer

By _____
City Manager

Date: _____

Date: _____

By _____
Chief Operating Officer

By _____
Mayor

Date: _____

Date: _____

APPROVED TO FORM

By _____
City Attorney