

Roseville Public Works, Environment and Transportation Commission Meeting Agenda

Tuesday, January 26, 2016, at 6:30 p.m.
City Council Chambers, 2660 Civic Center Drive
Roseville, Minnesota 55113

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|-----------|---|
| 6:30 p.m. | 1. Introductions/Roll Call |
| 6:35 p.m. | 2. Public Comments |
| 6:40 p.m. | 3. Approval of November 24, 2015 Meeting Minutes |
| 6:45 p.m. | 4. Communication Items |
| 6:55 p.m. | 5. 2016 Work Plan |
| 7:20 p.m. | 6. Skating Center Solar Project |
| 7:40 p.m. | 7. Recycling RFP Discussion |
| 8:25 p.m. | 8. Possible Items for Next Meeting – February 23, 2016 |
| 8:30 p.m. | 9. Adjourn |

Be a part of the picture...get involved with your City...Volunteer!
For more information, contact Kelly at Kelly.obrien@ci.roseville.mn.us or 651-792-7028.

Volunteering, a Great Way to Get Involved!

City of Roseville City Council Community Announcement

- Meeting Date:** January 11, 25, February 8
- Item:** City has vacancies on several commissions
- Details:** We encourage residents to get involved in helping shape city governance
- Date:** Deadline to apply is February 22
Interviews week of March 7
Appointments to be made March 14
- Questions:** 651-792-7001
- Other:** Information at www.cityofroseville.com/commissions
Applications at www.cityofroseville.com/commapp

Community Engagement - one vacancy for partial term (expiring in 2017) and one vacancy for a full term

Human Rights Commission – two vacancies for partial terms (expiring 2017 and 2018) and one vacancy for a full term

Parks and Recreation Commission – two vacancies

Planning Commission – one vacancy

Public Works, Environment and Transportation Commission – one vacancy

Commissioners are appointed to three-year term that begins April 1 through March 31, 2019

**Roseville Public Works, Environment and
Transportation Commission**

Agenda Item

Date: January 26, 2016

Item No: 3

Item Description: Approval of the November 24, 2015 Public Works Commission Minutes

Attached are the minutes from the November 24, 2015 meeting.

Recommended Action:

Motion approving the minutes of November 24, 2015 subject to any necessary corrections or revision.

Move: _____

Second: _____

Ayes: _____

Nays: _____

Roseville Public Works, Environment and Transportation Commission Meeting Minutes

Tuesday, November 24, 2015, at 6:30 p.m.
City Council Chambers, 2660 Civic Center Drive
Roseville, Minnesota 55113

1 **1. Introduction / Call Roll**

2 Chair Dwayne Stenlund called the meeting to order at approximately 6:30 p.m. and
3 Public Works Director Mark Culver called the roll.
4

5 **Members Present:** Chair Dwayne Stenlund; Vice Chair Brian Cihacek; and
6 Members Joe Wozniak, Sarah Brodt Lenz, John Heimerl,
7 Kody Thurnau, Duane Seigler
8

9 **Staff Present:** Public Works Director Marc Culver and City Engineer Jesse
10 Freihammer

11 **2. Public Comments**

12 None.
13

14 **3. Approval of October 27, 2015 Meeting Minutes**

15 Member Cihacek moved, Member Seigler seconded, approval of the October 27,
16 2015 meeting as amended.
17

18 **Corrections:**

- 19 • **Page 11, Line 476 (Wozniak)**
20 Change "... education." to "... notice."
21

22 **Ayes: 7**

23 **Nays: 0**

24 **Motion carried.**
25

26 **4. Communication Items**

27 Public Works Director Culver and City Engineer Jesse Freihammer provided
28 additional comments and a brief review and update on projects and maintenance
29 activities listed in the staff report dated November 24, 2015.
30

31 Discussion included reports of favorable press received on the Capitol Region
32 Watershed District Upper Villa Park infiltration system project behind the B-Dale
33 Club, with Chair Stenlund seeking a more detailed report at a future meeting.

34
35 Further discussion included an update on the water meter replacement project and
36 finalization of the procedure for those buildings with difficult physical access for
37 the city to their meters.
38

39 Mr. Freihammer reported that the City's leaf pick-up program, in its final year in
40 2015, served 568 sites; stabilization of sites before winter by Chair Stenlund for
41 work near the Owasso conversion site, and reporting of the installation of three new
42 rain guardians or inlet devices to dissipate stormwater and collect sediment and
43 energy from streets that is proving more successful than rock filtration efforts.
44

45 Mr. Culver reported on the road crew's pre-treating for winter events predicted yet
46 this week.
47

48 **Transit Shelter Franchise Discussion**

49 As noted in communication materials, Mr. Culver briefly reported on the current
50 transit shelter franchisee, OutFront Media, alerting the City that they would not
51 pursue extension of their franchise agreement set to expire in 2015. As a result,
52 Mr. Culver noted that the City is being offered the opportunity to purchase the
53 existing shelters at \$1,000 each (\$20,000 total) or the franchisee will remove the
54 shelters at their cost. Mr. Culver reported that the City Council would be asked to
55 make a decision on the purchase option at their November 30, 2015 meeting, and
56 advised that staff was looking for input on options from the PWETC as part of their
57 decision-making. Mr. Culver noted that one option was for the City is to purchase
58 only a portion of the eighteen of twenty currently in place, with two removed from
59 County Road B and Snelling Avenue and currently stored in the Public Works
60 maintenance yard
61

62 Mr. Culver further reported that Metro Transit was not interesting in undertaking
63 existing shelters either as they didn't meet their strict guidelines.
64

65 Mr. Culver displayed a map showing the locations of the shelters, clarifying that
66 the City owned three shelters as part of their Larpenteur Avenue Streetscape at
67 Hamline Avenue, Fernwood Street, and Lexington Avenue, currently owned by
68 OutFront, and intended to stay in place.
69

70 Member Cihacek opined that the City shouldn't purchase the shelters unless their
71 general usage or ridership was significant (over 25 riders), based on maintenance
72 needs of the aging shelters and potential costs involved. Member Cihacek
73 suggested having the current franchisee remove the shelters at their expense other
74 than those three city-owned shelters identified by staff.
75

76 Member Lenz sought clarification that the southbound shelter at Snelling Avenue
77 and County Road B would be replaced in the near future by a Bus Rapid Transit
78 (BRT) station, and questioned if the one in front of McDonald's near that location
79 would also be removed as the BRT station is installed.

80
81 Mr. Culver responded that those two would be removed as noted by Member Lenz.

82
83 Member Lenz noted that transit riders wanted amenities and clean shelters, and with
84 the diminishing return on those existing shelters and their depreciation, opined that
85 the City should not have to undertake their maintenance. While torn in providing
86 riders with shelter, Member Lenz stated that in reality the City could not afford to
87 keep or maintain them.

88
89 Member Wozniak concurred with Members Lenz and Cihacek.

90
91 Member Thurnau asked if staff could provide a sense of the actual boarding at each
92 stop and differentiate between that ridership between those with and without
93 shelters. Member Thurnau asked for at a minimum ridership data from 2014 and if
94 certain shelters warranted further discussion for retaining or installing a shelter at
95 those intersections currently missing a shelter and having significant ridership.
96 However, Member Thurnau noted that Metro Transit probably had already looked
97 into that before providing their response to acquire them.

98
99 Member Cihacek reiterated his recommendation that the City not purchase shelters.

100
101 Member Thurnau noted three stops meeting the threshold for ridership recognized
102 by Member Cihacek (25 riders) and suggested purchasing at least those three
103 shelters or seeing if Metro Transit was amenable to do so in partnership with the
104 City of Roseville. If Metro Transit was not interested, Member Thurnau agreed
105 with the recommendation not to purchase shelters.

106
107 Member Lenz noted that Metro Transit doesn't maintain smaller shelters and expect
108 some partnership for maintenance.

109
110 Member Cihacek noted that it may make sense to only potentially purchase those
111 shelters with significant daily ridership, it also didn't make sense to have them near
112 future BRT stations either. Member Cihacek opined that if splitting out one shelter
113 at the cost of the other twenty, it was more cost-effective to simply walk away from
114 purchase of any of them.

115
116 Member Seigler also questioned if they were actually worth \$1,000 each; and had
117 obviously been located at sites having the most advertising impact; but he was not
118 supportive of the City purchasing any of the shelters.

119
120 Member Heimerl reviewed several routes (#75 and #76) that may drop off as the
121 BRT comes into play, as well as their being no realistic reason to take route #65 to
122 access the Green Line Light Rail Transit (LRT), but would typically take another
123 route to access the LRT.

Member Lenz suggested taking another look at the potential of shelters as the BRT sorts itself out and ridership adjusts accordingly.

Member Cihacek questioned if the City owned the property on which the shelters were located.

Mr. Culver noted that the City or County owned the rights-of-way on which all of the shelters were located; and per the agreement with OutFront Media, it would be their responsibility to restore the rights-of-way to their original condition (e.g. removing anchor bolts and concrete pads for riders to stand on versus grass). However, Mr. Culver suggested that the concrete pads be left in place to facilitate riders.

Chair Stenlund suggested a potential adopt-a-shelter program as another option, involving community volunteers for shoveling one or more shelters, noting the location of shelters #19 and #20 as examples of nice amenities in the community. However, Chair Stenlund advised that he wasn't opposed to not purchasing them either.

Member Cihacek questioned the ramifications if volunteers didn't continue their commitment for maintenance.

Member Lenz questioned how many of the shelters didn't currently have sidewalks to access those shelters.

Mr. Culver noted that was a good question, and estimated that probably a fair share may not have sidewalk access. Mr. Culver further noted that Metro Transit had installed concrete pads last year at several bus stop locations along County Road B, even those without shelters and some in the middle of the boulevard; and some having pedestrian ramps leading to the middle of the street. While not seeming to have much logic for those installations, Mr. Culver reported that the intent was apparently to make sure of handicapped accessibility from the paved surface.

Member Lenz suggested removal of shelters, but leaving the pads and let things marinate for a few years to decide how to approach transit in Roseville in the future.

At the request of Member Seigler, Mr. Culver reported that the benches adjacent to some shelters were owned by another group and they would stay in place at this time.

Chair Stenlund suggested removing all shelters as well as the concrete pads and restoring those areas to grass in accordance with the agreement in place. Chair Stenlund questioned the legacy OutFront Media was leaving the City of Roseville in leaving the pads, and the possible future expense for the city to remove the concrete pads at a later date, noting their removal and disposal would prove expensive, as well as turf establishment.

Member Cihacek suggested seeing if the bench vendor would be interested in relocating their benches to the pad.

Member Lenz noted that the city would need to negotiate with Metro Transit if there was no stop anymore, and whether they would provide signage versus a bench or shelter, and whether it would be grass or concrete pad. Member Lenz noted there were numerous issues with transit access in the north suburban area, and reiterated her suggestion that the BRT station situation settle itself before making any further decisions.

Member Cihacek questioned when the insurance for OutFront Media expired; with Mr. Culver responding it ran through the term of the agreement.

Motion

Member Cihacek moved, Member Wozniak seconded, the PWETC's recommendation to the City Council that the City not purchase the shelters; that they authorize staff to examine the potential removal and related costs of the concrete pads at a future date; that staff be authorized to consult with the firm(s) having the bus bench franchise for their interest in movement or replacement of those benches near or on those pads; and that staff be directed to make site-specific recommendations on those sites they feel should be maintained as concrete slabs or natural restoration.

Ayes: 7

Nays: 0

Motion carried.

5. Skating Center Solar Installation

Mr. Culver introduced Art Kroll, representative of Sundial Solar to make a short presentation to the PWETC on the final terms of the project and purchase options and terms for solar installation at the skating center. A copy of Mr. Kroll's presentation is ***attached hereto and made a part hereof.***

Mr. Kroll's presentation included the proposed location and size of the system on the skating center, panels and inverters as part of the system, and other considerations of this placement.

Discussion among PWETC members, Mr. Kroll and staff included the angle and stability of the tempered glass panels and potential danger to them from hail or snow loads as well as wintertime penetration and electricity created during various times of the year; the tempered glass itself serving as self-cleaning with their element of black background and heat form the glass; and ongoing monitoring by Sundial Solar of the array at the inverter level

Further discussion included the reality of the Minnesota latitude for a 10 KW system and degree of slope to address sun angels, shorter winter days, and degree of slope for the panels and even without snow, wintertime production averages only 10% of the annual production, with most production and annual power during the summer months.

Mr. Kroll reviewed the latest iteration of the Power Purchase Agreement (PPA) and highlighted the changes made since their firm's last presentation to the PWETC, including PV production based on current Xcel Energy rates the city was receiving for the skating center; the PPA rate and cash flow; and different investor proposal than originally presented and rationale in recommending this investor.

Mr. Kroll noted that the original intent was to install an east/west array based on size versus production available on the skating center roof until further research was done on the complex rate structure with Xcel Energy for the OVAL and skating center. Mr. Kroll anticipated this PPA would benefit economics for more production and face completely south and maximize KWh versus pursuing the solar credit benefits, and would be a 300 KWh array versus the original specifications planned for a 375 KWh system, even though he predicted the economics realized will be equal to or greater than those original projections by going to standby service recognizing solar credits and their value in this model, especially with the OVAL and its interesting usage curve.

Mr. Kroll advised that he still needed to further vet out the OVAL and capacity schedule with Xcel Energy and reconciliation of those credits by blending rates. Mr. Kroll reviewed anticipated annual generated revenue and cash flow, still pending finalization.

At the request of Mr. Culver, Mr. Kroll reviewed the PPA and how the money changed hands, what the city could anticipate and the amount paid to the developer and by whom.

Mr. Kroll advised that the city would be charged for usage to-date, then receive production credits against those KWh for the production portion of the system not being charged for, as a separate line item showing the credit attained from the KWh level, and another line item showing the capacity credit received from the percentage of solar capacity credits, or what the city was paying for the solar PPA and extra monies as their reconciliation.

At the request of Mr. Culver, Mr. Kroll reviewed how the city would get invoiced, pending the negotiated PPA, from Xcel invoices based on monitoring and production and supplemental invoice from the investor and differentials between the two.

Additional discussion included some months with no credit and others with a huge credit, with annual reconciliation based on that monthly ebb and flow, some of

262 which would be addressed in the PPA, such as if the city chose a 6-month
263 annualization payment to avoid more disparity and allow for easier management;
264 and lower wintertime output at highest point of usage and how that impacted the
265 overall cost.

266 As an example of credit reconciliation, Mr. Kroll reviewed advised that the OVAL
267 energy rate was calculated on the size of the system, not how much it produced that
268 would remain the same every month. Mr. Kroll advised that for ten months, the
269 City would receive a credit, and could choose which two months of the year they
270 set as their “demand holiday” to receive a discount on the full demand load. Since
271 the OVAL has very high usage in the winter time, in a traditional scenario, Mr.
272 Kroll suggested the city could strategize to set its demand holiday for the highest
273 usage months to receive money off the entire demand load and establish standby
274 service. However, Mr. Kroll advised he was still checking with Xcel Energy to
275 determine their flexibility with that and to make sure the reality of that option would
276 actually play out, with more research to be completed on his part to finalize
277 numbers as accurately as possible.

278
279 At the request of Member Seigler, Mr. Kroll responded that if the solar system
280 produced more energy than it consumption realized, it would be sold on the grid
281 and metered accordingly. However, Mr. Kroll opined it would be unlikely that the
282 city would ever reach that limitation for receiving a credit back. Mr. Kroll advised
283 that their design engineers were conscious of the need to design it based on
284 constraints of the demand charges and usage to best maximize what the city
285 received and use the rest for the arena. Mr. Kroll noted that the arena used way
286 more energy than balanced on the system, but the goal was to maximize the overall
287 profitability of the system between the two meters as much as possible and utilize
288 the available space on the roof. Mr. Kroll noted that the size and design of the
289 system would allow more detailed finalized numbers to determine performance
290 curves and profitability as would be detailed on the PPA schedules.

291
292 Further discussion ensued on the purchase options in this scenario; how the actual
293 formula and credits were determined; language of the standby tariff as written and
294 requirements for Xcel Energy to at a minimum allow the city with a limited amount
295 of credits on a certain percentage of KWh or negotiated limitation on the system
296 size to demand profile depending on how Mr. Kroll was able to vet that out with
297 Xcel before finalizing the PPA for review and consideration by the PWETC and
298 City Council.

299
300 Mr. Kroll advised that the next step was 1) to receive the go-ahead from the city for
301 the project; and 2) for lawyers on both sides to review contract language of the PPA
302 after which they could begin the design process of working with Xcel Energy to
303 design the system for the city to compare with cash flows prior to signing the
304 contracts. Once signed, Mr. Kroll advised that their firm would then begin the
305 actual engineering specifications available for the system. Due to the expense of
306 the engineering and design process, Mr. Kroll noted that that work was done after
307 contracts were signed.

308
309 At the request of Chair Stenlund, Mr. Kroll reviewed the pros and cons of the
310 system to ensure it was a win-win-win for Roseville. Mr. Kroll advised that Sundial
311 Solar had to guarantee the investor a certain amount of production to get their
312 bottom line and noted that Sundial was contracted by them to monitor and maintain
313 the system accordingly. Mr. Kroll assured the PWETC that the investor won based
314 on a minimum amount of production and it remained intact in the form of energy
315 savings guaranteed to the city as long as the minimum amount of production was
316 there; and the city would win through a minimum annual cash flow amount of
317 \$7,000 plus depending on final credit calculations; and as the escalator goes up
318 annually and Xcel Energy approves the blended rate as allowed by the Public
319 Utilities Commission (PUC). Mr. Kroll reported that historical averages for Xcel
320 over the last 15 years were positive and the savings would be spread out to increase
321 each year for the solar array as designed.
322

323 At the request of Member Cihacek, Mr. Kroll reviewed the operating and
324 maintenance plan by Sundial for web-based solar monitoring 24/7 that would be
325 included in the PPA, and advised that if and should their firm no longer be around,
326 or sold to or merged with another, their maintenance rates were standard across-
327 the-board from one company to another and maintenance also fairly standard for a
328 solar array system. Mr. Kroll opined that, if the city ever had to go to the market
329 on a needs-only basis for maintenance, they would probably get a better rate than
330 the investor would receive in the PPA, but as long as the PPA remained in effect,
331 noted this would never be a concern of the city, since the problem is the investor's
332 responsibility as owner of the system. If the City chose a buy-out option, Mr. Kroll
333 advised that the operation and maintenance would then become their concern to
334 contract out. Mr. Kroll advised that Sundial Solar prided itself on making sure, if
335 anything like their demise should ever occur and their clients fell to a successor that
336 the successor would pick up Sundial's responsibilities
337

338 At the request of Member Cihacek, Mr. Kroll summarized the buy-out option
339 available to the City after the first six years, per Internal Revenue Service (IRS)
340 requirements that the investor had to retain the system for the first five years and
341 could not exit the arrangement. If the city then opted to purchase the system they
342 could have it appraised, in accordance with PPA language, by a third party for the
343 city's purchase and discontinue the twenty-year agreement, with the investor
344 required to return the roof as found or the city purchasing the system. Given the
345 IRS requirements beyond seven years, Mr. Kroll advised that the buyout system
346 was almost negligible at the end of the twenty-year term. Under the structure he
347 proposed in his presentation, Mr. Kroll advised that the city could obtain a 3%
348 financing option from a variety of sources if it decided to gain ownership of the
349 system in year 7, and then become responsible for the value of the system and any
350 operating and maintenance. Based on the difference with city ownership, Mr. Kroll
351 advised that the major difference in the buy-out structure he had originally
352 presented a few months ago with the anticipated original investor he presented was
353 that this is an, industry-standard rate and structure with no creative loopholes of the

tax credit system. Mr. Kroll advised that his reason for changing recommendations to this investor structure was that the initial investor could not get an IRS letter of ruling for that previous option and required purchase of the array by the city, thereby making him uncomfortable continuing with that recommendation for the city. Since that would have prevented an investor from participating in the charitable donation requirement, the option to purchase was removed; while in this scenario if the city remains satisfied with the PPA arrangements, it didn't have to buy the system or could choose to do so at any time. Under the original scenario, Mr. Kroll noted that tax credits would expire before a charitable donor was found, causing the entire deal to evaporate and numbers revert to a typical finance situation.

Mr. Kroll expressed his personal disappointment that the first creative investment model he presented could not work; but stated his preference that he could fully vet an investor, and until he received that Letter of Intent and was able to fully review the initial investor's numbers, he had not been able to determine that they were not lining up as well as initially projected and leaving considerable obscurity. Therefore, Mr. Kroll advised that he wasn't comfortable presenting it to the city, and this latest scenario was the best traditional financing option he could find, and would still provide the city with 18-20% power savings from what they're currently paying to Xcel Energy now versus leveraging their cash flow. Mr. Kroll noted that this investor had a national presence with a solid history and long-term foundation of investment assets.

Contingent upon the City Attorney's review of the contract, Member Cihacek stated his support for the financial basis and positive cash flow in year-one as presented; and also stated he was more comfortable with the risk in this relationship, as well as a longer lifespan and stronger representation of the purchase price to overall savings. Member Cihacek suggested the city retain the PPA agreement until its end and then get rid of the system.

Motion

Member Cihacek moved, Member Wozniak seconded, directing staff and legal counsel to proceed with negotiations with Sundial Solar for a Power Purchase Agreement (as drafted in Attachment A) with Sundial Solar, with the final terms and conditions of that contract brought back to the PWETC for their review and final recommendation to the City Council.

Discussion ensued on next steps intended in the motion, including legal review by the City Attorney, engineering to establish final numbers, and more discussion with Xcel Energy to gain a true understanding of the current rate structure for the OVAL.

Mr. Kroll noted that he had spoken to the City's Environmental Engineer Ryan Johnson about the current rate schedule the city has with Xcel for the OVAL and them not currently being met. Mr. Kroll advised that if the city did not meet those rate considerations in the next 6-9 month period at demand load limits, the discount

currently being received by the city would expire of its own accord. Without that being a condition, Mr. Kroll advised that the rate structure versus capacity credit for solar would mean that the total dollar amount would be greater on the capacity credit side versus that of the current rate structure. Mr. Kroll noted that this was based on his preliminary discussions with Xcel to-date.

As a point of information, Member Wozniak noted that earlier in the summer of 2015, the city heard two proposals for solar array installation, and had chosen Sundial based on the lucrative option for the city to buy the system or have it gifted to the city after 5-6 years.

Mr. Culver clarified that there were two elements involved. Mr. Culver noted that the other proposer required upfront financing by the City, anticipated at \$200,000 to \$250,000 as part of their PPA, and only a portion of the system would be installed under that PPA, with the other half of the system purchased upfront by the city. Under that option, Mr. Culver advised that the cash flow beyond a potential net positive in year one was not as favorable, especially when requiring upfront financing.

At the request of the PWETC as to timing in final approval, Mr. Kroll advised that the only time constraint was the expiration of the tax credits at the end of 2016. However, if he was able to obtain the necessary information to bring back a final contract for review at the PWETC's January 2016 meeting, Mr. Kroll anticipated timing would still be okay. Mr. Kroll advised that he planned to meet with the investor mid-December and offered to set up the PWETC meeting him if they so wished to do so.

For the purpose of the PWETC, Chair Stenlund and Member Cihacek clarified the purpose of the proposed motion was to obtain final numbers for the PWETC to respond to and then recommending approval of the PPA to the City Council to allow the process to move to design engineering.

Ayes: 7

Nays: 0

Motion carried.

At the request of Chair Stenlund, Mr. Kroll reviewed his credentials and background in this business, as well as that of Sundial Solar. Mr. Kroll advised that he had worked with Sundial and Mr. John Cramer, its owner, since 1999, with the company having a national presence beyond Minnesota, having done over 200 installations to-date.

In addition, Mr. Kroll advised that Sundial had about two dozen contracts under maintenance at this time, one of which is the IKEA building in Bloomington, MN, their largest standard panel technology rooftop installation in the State of MN to-date. Mr. Kroll advised that Sundial prided itself on being the top maintenance

company in the state and focused on operations and maintenance, and served as a troubleshooter for other cities in the metropolitan area in cleaning up technical difficulties from earlier generation solar unit installations.

Mr. Kroll advised that he had been involved with Sundial since 2010, moving from installation and sales to his current process of being certified for solar design. Mr. Kroll advised that all of the company's larger standard panel designs were contracted out to specialized design engineers for labor partnerships.

Chair Stenlund thanked Mr. Kroll for his time and presentation.

6. Continuation of Sewer and Water Private Services Discussion

As a follow-up to previous service line warranty program discussions, Mr. Culver provided historical information and references he'd pursued from other communities using this service; with all providing positive reviewed with the exception of one.

Mr. Culver introduced Ms. Shiwarski with Utility Service Partners in Pittsburgh, PA, for a short presentation to the PWETC and available to answer any questions of the PWETC afterward.

Ashley Shiwarski, Inside Sales Manager with Utility Service Partners, Inc., administrator of the service line warranty program through the National League of Cities

Ms. Shiwarski provided more detailed information than available in tonight's agenda packet as a bench handout, attached hereto and made a part hereof.

Ms. Shiwarski reviewed their program, including the educational aspects; typical listing by cities of available plumbers to perform work as needed through their firm's own research or by allowing the city to be as involved as they chose to be; and the three separate programs offered to customers by their firm: external water lines, external sewer lines, and internal plumbing.

Specific to Roseville with residents responsible for maintenance of their laterals up to the city main, as part of their premium, Ms. Shiwarski noted that Roseville residents would receive up to \$4,000 per repair incident, with no annual, calendar, or lifetime limits, a separation between their firm and others offering this service. Ms. Shiwarski noted there was also up to \$4,000 available toward each public street repair and \$500 for each sidewalk repair incident, with no deductibles or service fees.

At the request of Chari Stenlund, Ms. Shiwarski advised that their firm based their premiums on a standard across the United States, with 90% of their claims falling within that range cap of \$4,000. By request of current city partners, Ms. Shiwarski advised that their firm had tested out the option of providing in-home plumbing for

several years before offering that option, initiated last year, and representing their newest offering by their firm after the point of entry of the laterals.

Ms. Shiwarski noted this could provide another small revenue stream, as their firm provided a 50 center/month revenue sharing plan to the municipality for each contract they received from individual homeowners as a form of royalty allotted to the city every January. Ms. Shiwarski advised that cities did a variety of things with that revenue, with the most common thing to develop a fund to assist low-income families with their utility bills or for those experiencing a high water bill due to a leak, and used to offset some of the cost for that resident. Ms. Shiwarski noted other municipalities chose to put that revenue back into the public infrastructure program.

Specific to marketing their warranty program, Ms. Shiwarski reported that they do not do any door-to-door solicitation, but plan three separate campaigns in the spring, fall and winter to market each of their three products separately to limit confusion for residents. Ms. Shiwarski advised that residents could choose all three warranty programs, or any combination of the three. Ms. Shiwarski further reported that their firm did not send out any mailing to residents in a community without prior city review and approval of the marketing letter itself and envelope in which it will be sent. Ms. Shiwarski advised that this procedure was followed for each and every campaign, even if previously mailings had been approved by the municipality, allowing the city to have input on the mailing itself and the exact mailing dates. Ms. Shiwarski advised that their firm worked with each municipality on tools to limit calls to the city for the initial campaign, and to customize press releases for the media of the city's choice. Ms. Shiwarski advised that this typically involved a letter offering the city partnership and their firm's contact information, a customized web banner for the city website featuring a live chat for residents to visit with a customer service agent at their preference.

Once their firm partners with a municipality, Ms. Shiwarski reported that each city partner had access to their firm's online partner portal for city access and up-to-date resident enrollment for each product and a list of the number of claims and accruing royalty for the municipality. Ms. Shiwarski noted that each resident was surveyed to determine their satisfaction and to immediately address any problem areas.

Of their 290 municipal partners across the United States, Ms. Shiwarski noted there were seven in the State of MN as listed in the information provided to the PWETC tonight, including the City of St. Louis Park.

At the request of Member Cihacek, Ms. Shiwarski reviewed standard pricing for water, sewer and in-home plumbing averaging \$6.765, \$7.75 and \$6.99 respectively. Ms. Shiwarski noted that a resident could cancel at any time, and receive a refund of remaining premiums submitted.

At the further request of Member Cihacek, Ms. Shiwarski addressed how their firm maintained premium rates based on infrastructure prices nationally moving forward by basing their standard pricing on cities under 50,000 households and transferring that risk across the United States. Ms. Shiwarski noted that one city or year may result in a lot of claims, and others not, but by transferring those risks they were able to maintain that standard pricing to-date.

At the request of Member Cihacek, Ms. Shiwarski advised that their firm had not seen a significant price escalation over the last two years, and not typically with their current customer base. Ms. Shiwarski advised that their first client had been in West Virginia and their rates had been grandfathered in, with newer partners providing an opportunity to adjust rates accordingly to address risk.

Chair Stenlund asked if the rates escalated if using the service a lot.

Ms. Shiwarski responded that they did not, with every resident in a community paying the same rate no matter if or how often they used the warranty service. Ms. Shiwarski admitted there was no way to get around those who consistently abused the system, but reported that when the majority of their customers discovered what a repair could have cost compared to their premium, they were well satisfied and stayed with the warranty program.

At the request of Member Seigler, Ms. Shiwarski advised that their firm didn't need to legally get the city's approval before marketing its residents, but stated that their firm chose not to do so without city approval. By partnering with the city, Ms. Shiwarski noted that they were able to reach a greater amount of people and more generous coverage through that partnership with the National League of Cities than they could accomplish without that partnership; and therefore had chosen not to market independent of that partnership.

At the request of Member Lenz, Ms. Ashley confirmed that this warranty program was only available to single-family homes, unless a duplex had a single service line they could cover; but clarified it was not yet available to commercial properties.

If the city allows marketing of this program, Member Heimerl asked if it was accepting any additional legal risk or financial obligation for the city in endorsing this group.

Ms. Shiwarski advised that their agreement held the city harmless; with Mr. Culver noting that the City Attorney would need to review and report to the City Council providing assurances there was no city liability.

In referencing the three mailings by this firm, Member Wozniak asked if their focus was on educating the public by explaining their responsibility to maintain these utilities or simply aimed at selling them a policy. Member Wozniak opined that educating residents, as previously addressed by the PWETC, sounded attractive to

583 help residents understand their responsibilities and cost liabilities for catastrophic
584 failure of their service lines.

585
586 Ms. Shiwarski offered to provide Mr. Culver with a copy of their standard letter
587 that started out stating the educational aspects for dissemination to the PWETC; but
588 noted each municipality had input in that language as well and could customize it
589 for their community and infrastructure situation.

590
591 At the request of Mr. Culver, Ms. Shiwarski confirmed that their firm typically sent
592 out the letter to residents on city logo and including a co-signature by a city official,
593 designated staff person or the city as a whole, at the preference of each municipality.

594
595 Mr. Culver reported that, during his research with another Minnesota community
596 using the warranty program, some of its residents had become annoyed with the
597 letter they were receiving after already subscribing to the warranty program but still
598 receiving continued mailings. Mr. Culver sought clarification from Ms. Shiwarski
599 as to whether a resident would continue being solicited once they subscribed to the
600 program.

601
602 Ms. Shiwarski advised that they would not receive additional solicitations for any
603 service to which they subscribed, but may receive them for those services they had
604 initially chosen not to receive. However, Ms. Shiwarski noted that all a resident
605 had to do was call their firm and ask to be removed from future mailings. Ms.
606 Shiwarski advised that their firm used their own mailing list by using their own
607 mapping software, and not one provided by the city's utility company. Ms.
608 Shiwarski advised that this way a city could state they were introducing this
609 warranty program and assure their residents that the city wasn't giving out their
610 personal utility information.

611
612 Chair Stenlund asked, without doing a community survey, if the city could seek
613 interest of the community via an educational input, and receive their input to alert
614 the public that this warranty program was being considered and seeking public
615 comment and interest for such a program.

616
617 Mr. Culver suggested the Speak Up! Roseville website as another potential option.

618
619 If Roseville is interested, Ms. Shiwarski offered the services of their marketing
620 team to help put that information out there.

621
622 Members agreed that there may be some concern among residents of another area
623 of government intervention that they would prefer to avoid.

624
625 Member Cihacek opined that, as he heard the program described, he wasn't sure if
626 that argument would hold weight for him, since residents had the option of
627 accepting or opting out.

Member Lenz opined she found this fascinating, admitting before appointment to the PWETC, she had been unaware of her responsibilities as a homeowner for this infrastructure.

Member Seigler opined he was ready to sign up now.

At the request of Member Cihacek, Ms. Shiwarski advised the agreement between their warranty firm and a municipality was three years, with a 90-day opt out for either party.

Mr. Culver asked, if the city decided for whatever reason to discontinue the program after initially approving it, what would happen to those residents enrolled in the warranty program or whether they would be automatically removed from the program.

Ms. Shiwarski advised that any current customers would continue their service provided they continued their monthly premium payment; but no new customers would be enrolled.

Motion

Member Cihacek moved, Member Lenz seconded, recommending to the City Council that they pursue a potential agreement for this warranty opportunity with Utility Service Partners.

At the request of Member Seigler, Mr. Culver reported that he saw many positives for this warranty program and the only staff concern or negative he was aware of to-date was removing any incentive for residents to think long-term and consider proactive maintenance of their system. Mr. Culver opined that any resident subscribing to this warranty program would see no need to spend money on their line to protect against any current or future problems (e.g. root invasion).

Chair Stenlund concurred, noting that lack of interest would also be evident when a street construction project in area provided a good opportunity for that proactive maintenance or line replacement.

Mr. Stenlund advised that participation in this program would come into play with the City's I & I issues and requirements of the city by the Metropolitan Council to respond to and reduce that sanitary infiltration and inflow. If residents were not incented to be proactive in lining their sanitary lines, those cracked lines would continue to seep into the groundwater. However, Mr. Culver noted that the issue could still be resolved by implementing a point-of-sale requirement such as done by the City of Golden Valley and other municipalities. Mr. Culver advised that the city could work toward that even with this program in place and provide a financial savings to residents as well as easing their peace of mind. As Ms. Shiwarski stated, Mr. Culver agreed that the city was the first call made by a resident. Mr. Culver

expressed his interest in taking this recommendation from the PWETC to the City Council to get their initial feedback.

Chair Stenlund reiterated his agreement that this would take away any incentive for residents to address their aging lateral infrastructure issues.

Ms. Shiwarski offered to provide Mr. Culver a report with information from various cities on I & I issues, showing residents are actually more proactive when having this warranty coverage. While it may be a slow leak and fear a large bill for repairs, Ms. Shiwarski noted the warranty program provided them with protection in place without deductible or service fees in addition to that coverage.

Ayes: 7

Nays: 0

Motion carried.

Given this action, Mr. Culver asked if the PWETC wished to continue their discussion of lateral line ownership yet tonight. If this program is made available for residents, Mr. Culver noted it removed the risk of where that ownership ends. Mr. Culver noted Member Seigler's previous suggestion to cap costs to take care of the far side and near side issues through setting a cap at a certain limit or slightly above it and still provide some protection to residents. Mr. Culver noted this would require a cost for the city and impact utility rates accordingly to offer such a cap. While it wouldn't cover the total costs of such a program, Mr. Culver suggested municipal revenue royalties from such an insurance program could serve to offset those costs.

Chair Stenlund stated he was not prepared to talk about an inspection cap at the property line any more at this time.

Member Cihacek stated that this remained his pet project and that he remained interested in pursuing potential bid alternatives in neighborhoods under construction for those residents desiring such an option, and for new construction moving forward but not old residences. With this program, Member Cihacek stated he was less concerned, as clean-up could be taken care of over time; but agreed to tabling further conversation on it until February or March of 2016 to review this program first to determine how well it would perform. However, Member Cihacek opined it provided a good solution for many of Roseville's residents and the aging infrastructure throughout the community.

7. Review January 2016 Agenda

- **Request for Proposals (RFP) for Recycling Services for 2017 and Beyond (current contract ends year-end 2016)**

Chair Stenlund shared how much he valued the criteria and ranking values applied to the last RFP in seeking education and other values, opining he thought the Best Value Procurement process had been a marvelous experience.

Mr. Culver noted that the option for revenue sharing had been a profitable area for most of the contract term until current market trends for recycling products had taken a downturn.

Discussion ensued related to impacts of the City of St. Paul's contract process; anticipated release of the City of Roseville's RFP in March or April of 2016 after St. Paul bidders provide competitive and comparative value information; separation of organic collection from the main contract terms for the City of St. Paul.

Mr. Culver advised that staff planned to bring forward the current Eureka Recycling contract to the PWETC in January of 2016; seek input from the PWETC on drafting the new RFP based on their experiences and desired options; and how the previous criteria had worked out in hindsight.

- **Skating Center Solar Project Update**

Mr. Culver reported that staff hoped to have updated information available for the next PWETC meeting.

- **2016 Work Plan**

Member Heimerl asked if the PWETC was tracking well with the charges of the City Council made at their last joint meeting.

In briefly reviewing some of those required issues under the purview of the PWETC, Mr. Culver noted that annual MS4 public hearing, Pavement Management Plan (PMP) update, watermain replacements, sanitary sewer lining, stormwater projects for approval in 2016 before presentation to the City Council as examples of projects going into 2016.

Member Cihacek expressed interest in any captured savings from 2015 going into 2016 (e.g. PMP, sealcoating, etc.).

Mr. Culver reported that funds originally set aside for annual sealcoating had been incorporated into the PMP for additional segments during the sealcoating moratorium and awaiting results of delamination research. Mr. Culver advised there were probably some savings, but also additional work performed for stormwater and water maintenance projects this year. Mr. Culver advised that he would look into that and provide further information.

Chair Stenlund asked for a follow-up with the 500 plus residents previously using the leaf collection program, and marketing optional programs for them. Chair Stenlund asked that staff prepare a flyer or handout for PWETC review.

Mr. Culver suggesting waiting until late spring/early summer leading into the fall of 2016 so it would be fresh in the minds of residents that this city service would no longer be available to them.

At the request of Member Seigler specific to the pavement delamination issue, Mr. Culver advised that research may take up to five years until a point was reached based on pavement applications.

Specific to the Pathway Master Plan and follow-up on priority areas requested by Member Wozniak, Mr. Culver reported on a conversation he had earlier today by Community Development Director Paul Bilotta. Mr. Culver advised that Mr. Bilotta suggested submitting a discussion item on the Speak Up! Roseville forum to receive public input on where sidewalks or segments may be needed from their personal perspective. However, Mr. Culver advised that he anticipated a deliberate and serious conversation about the Pathway Master Plan as the city approached its ten-year Comprehensive Plan Update starting next year, and make that part of the information presented and the public input process used.

Chair Stenlund noted the need to update criteria used by the PWETC several years ago that needed relevancy and an informed discussion to make sure it was consistent.

6. Adjourn

Member Cihacek moved, Member Heimerl seconded, adjournment of the meeting at approximately 8:43 p.m.

Ayes: 7

Nays: 0

Motion carried.

8.

Roseville Public Works, Environment and Transportation Commission

Agenda Item

Date: January 26, 2016

Item No: 4

Item Description: Communication Items

Project updates:

- Lift Station Replacements
 - The Wagner sanitary lift station is completed and is up and running since the end of November. Turf restoration will be completed in the spring.
 - The St. Croix storm water lift station upgrade is progressing. The new fence and transformer pad has been installed. Work had been delayed some due to the late freeze conditions which prevented the pumps from being turned off and major work beginning.
- 2015 Drainage Improvements
 - Various Drainage improvements throughout the city.
 - Inlet improvements at Bennet Lake Inlet are complete with the exception of a new sluice gate which will be installed next spring.
 - Major work on the installation of three filtration basins at Corpus Christi Church is completed.
 - Final turf restoration will be done in the spring.
- Twin Lakes Parkway
 - Extension of Twin Lakes Parkway from Prior Ave to Fairview Ave.
 - The Hagen building has been demolished and some trees have been removed. Major road work will begin in spring of 2016.
- 35W & Cleveland Interchange
 - Improved intersection improvements at 35W and Cleveland Avenue.
 - Major work will begin the Spring of 2016
- Capital Region – Upper Villa Reuse and Infiltration Project
 - Installation of an underground system on Upper Villa park behind the B-Dale Club.
 - All underground work installing the system has been completed.
 - Final restoration work and start-up will take place in the spring of 2016.
- Metro Transit A Line BRT Project: Construction has started on the stations along Snelling Ave at County Road B and Larpenteur (in Falcon Heights). Actual BRT service is expected to start in the spring of 2016.
- Water Meter Replacement Project:
 - The City's meter replacement contract with Ferguson will expire on January 31, 2016. Currently, there are 67 unscheduled meters to replace. Beginning February 1, city staff will work on replacing these.

- 2016 Pond Cleanup
 - Working with Ramsey-Washington Metro Watershed on removing sediment buildup from storm water ponds
 - Removed ~500 yards of material from Byerly's Pond week of January 11.
 - Work on three storm water ponds in Valley Park began January 14.
- Owasso Private Drive
 - Staff held a neighborhood meeting on January 19 with residents located on Owasso Private Dr. to discuss storm water improvements.
 - Staff will likely present this project to the commission on the February meeting for comments

Transit Shelter Update

- The transit shelters maintained under the now expired franchise agreement with OutFront Media have started to be removed. As of January 20, 6 of 19 shelters have been removed.

Public Works – Environmental Leadership Award

- Roseville Public Works was awarded an Environmental Leadership award from the Freshwater Society. The award was based on a write-up by Street Foreman Josh Dix on the City's application of salt for winter maintenance (Attachment C). The City will be presented this award on February 4 at the Annual Road Salt Symposium. Street Superintendent Steve Zweber and Street Foreman Josh Dix will receive the award for the City.

MnDot Projects

- The Minnesota Department of Transportation will be holding an open house on Tuesday, January 26, 2016 from 4 PM to 7 PM at Lauderdale City Hall, 1891 Walnut St, Lauderdale for the following projects
 - o Hwy 280 Resurfacing
 - o I-694 Reconstruction between Rice St and Lexington Ave.
 - o I-35W Resurfacing
 - o I-35W N Project including MnPass Express Lane
 - o I-94 bridge repairs in St. Paul.
- On Tuesday, February 9, 2016, MnDOT will hold an Open House focusing on the Hwy 36 at Lexington Bridge Project. That meeting will be held from 4 PM to 7 PM at MnDOT's Waters Edge Building, 1500 West County Road B2.

Major Maintenance Activities:

- Repaired any watermain break street patches that occurred prior to Christmas.
- Updating street name sign inventory with GPS.
- Replacing signs. The last engineer grade signs installed in 2005 are being replaced with the now standard DG3.
- Performed winter maintenance on 12 snow events
- Repaired 10 broken watermain breaks
- Collected 40 bacteriological and THM/HAA5 water samples for the Health Department
- Sent out "freeze letters" to accounts that have a history of frozen services.
- Completed LED bulb replacement in City Hall and the Public Works Facility

Attachments:

Attachment A – 2015 Project Map

Attachment B – 2015 Utilities Map

Attachment C – Environmental Leadership Award – Salt Usage Write-up

Attachment D – MnDot Updates

2015 Projects



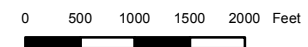
Prepared by:
Engineering Department
May 29, 2015

-  Reconstruction City (1.1 miles & intersection)
-  Mill & Overlay City (4.10 miles)
-  Mill & Overlay MSA (1.57 miles)
-  Ramsey County Mill & Overlay (1.57 miles)
-  Sidewalk/Pathway Maintenance
-  Pathway New Construction

Data Sources and Contacts:
 * Ramsey County GIS Base Map (5/01/15)
 * City of Roseville Engineering Department
 For further information regarding the contents of this map contact:
 City of Roseville, Engineering Department,
 2660 Civic Center Drive, Roseville MN

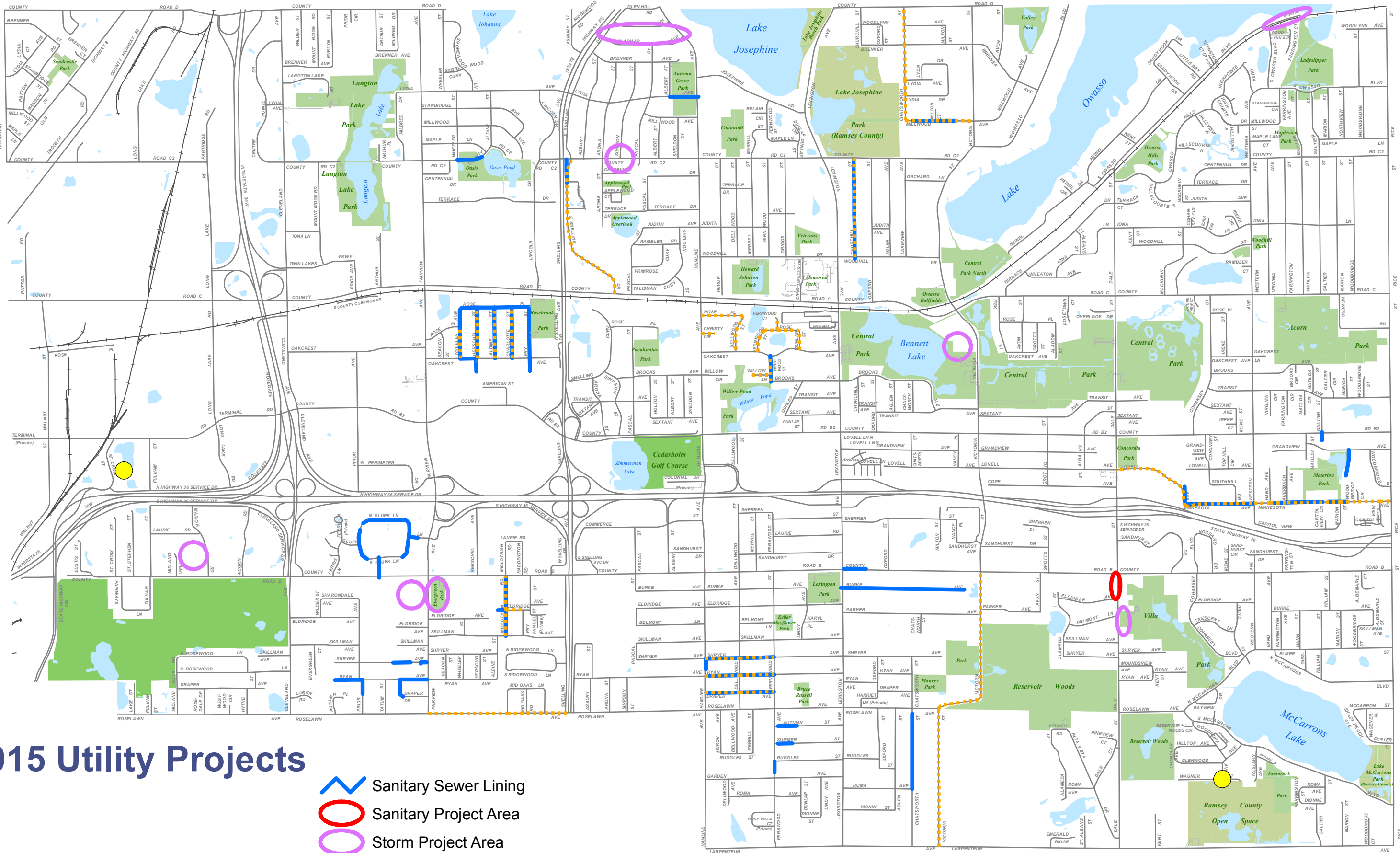
DISCLAIMER:

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are true, correct or complete. No liability shall be assumed by the City for any damages, claims or losses resulting from requiring existing measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 2(2) and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.



mapdoc: 2015Projects.mxd
map: 2015Projects.pdf





2015 Utility Projects

-  Sanitary Sewer Lining
-  Sanitary Project Area
-  Storm Project Area
-  Lift Station Improvements
-  Regular Maintenance Work (Mill & Overlay and Reconstruction Segments)

Data Sources and Contacts:
* Ramsey County GIS Base Map (5/01/15)
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City of Roseville Public Works Department

The Roseville Public Works Department saved money, reduced application rates and improved our level of service with several major changes: plowed more, anti-iced, increased prewet rates and modified our brine. These changes translate to application rate reductions of 100-200 pounds per lane mile. We base our salting decisions on a detailed snow policy that specifically calls out our duty to provide "safe winter driving conditions," *not to provide bare pavement*. Also, all of our winter operators have been through the MPCA training. Even operators who might not consider themselves environmentalists now know the benefits of less salt and are committed to this goal.

One of our best tools for anti-icing is a spreadsheet. We have recorded all our anti-icing application we've made. We note the forecast, pavement temps, application rate, material used, and then note the effectiveness. We can understand when anti-icing will be helpful and when it is not. Based on this, we have created a guide with a series of questions that help us decide whether or not to anti-ice. Our anti-icing program now covers over 60 lane miles when conditions are appropriate.

In 2008 after attending an MPCA winter maintenance class we built a small walk behind brine applicator from an old Earthway spreader. A 5 gal bucket was the tank and a 4' section of PVC was the spray bar. We treated City Hall sidewalks for the season and quickly realized it could lead to reduced salt use. The next year we bought a 275 gal tote tank and rigged up a system on 3/4 ton pickup. We could only do about 12 lane miles and had to drive very slowly to maintain our desired application rate. Equipment upgrades over the next 7 years have allowed us to apply the correct rate at traffic speed, and within a single day.

We have incorporated brine and Ice Bite 55 into our deicing. We increased the amount of brine applied at the spinner for deicing, and incorporated Ice Bite 55 brine mixtures into both pre-wet and anti-icing operations. Most of our trucks had only a very small, fan nozzle for pre-wetting. After attending the MPCA class, we checked how much brine was actually coming out. It was only 2 gal per ton, likely leading to many of our seasoned veterans doubts about pre-wetting. We pulled out all the nozzles and let the quarter-inch hose spray directly onto the salt. This gets us closer to 10-15 gal per ton.

We've switched to purchasing our plow trucks with hydraulic brine pumps that can be calibrated. With higher brine pre-wet application rates we've noticed a much greater effect on our spread pattern and bounce. Our drivers make sure leave the garage with fully loaded tanks. We've been blending salt brine with Ice Bite 55. First of all, it is both cost and space effective. We do not have the space for a brine making system. We put up a large pallet rack that holds 4 tote tanks at a time and one on the floor. This is plumbed to a large pump with 2" hoses. We fill totes with salt brine from the county, and then blend it with Ice Bite 55 in house. We blend it 90/10 for anti-icing, greatly improving adhesion to the road surface. For pre-wet, we blend it around 75/25 or 70/30.

Our goal in winter is simple, continue to earn and exceed our reputation for exceptional winter road maintenance without significant cost to tax payers or the environment.

Hwy 280 & Surrounding Area Projects

One stop for information about six road projects along Hwy 280

Tuesday, January 26, 2016

4 p.m. to 7 p.m.

Lauderdale City Hall

1891 Walnut Street, Lauderdale

About

Join your neighbors to learn about a 2016 Highway 280 reconstruction project between Como Ave. in St. Paul and I-35W in Roseville. The project includes resurfacing of the roadway between Como Ave. and the I-35W intersection along with reconstruction of the northbound and southbound Hwy 280/I-35W ramps.

Staff from the Minnesota Department of Transportation will be available to discuss several construction projects including:

- **Hwy 280:** Resurfacing of the road between Como Ave. and the I-35W intersection and reconstructing the northbound and southbound Hwy 280/I-35W ramps
- **I-694 between Rice St. and Lexington Ave.:** Adding a third lane on I-694 between Rice St. and Lexington Ave. and rebuilding interstate ramps
- **Hwy 36 bridges at Lexington Ave.:** Replacing the existing Hwy 36 bridge over Lexington Ave. with two new bridges. Reconstructing and resurfacing ramps and the roadway, and installing a new signal system at Lexington Ave.
- **I-35W resurfacing:** Resurfacing I-35W between Hwy 36 and I-694.
- **I-35W N.** Designing a road project that includes adding a MnPASS Express Lane, in each direction, on I-35W between Hwy 36 in Roseville and Lexington Ave. (Cty Rd 17) in Blaine.
- **I-94 bridge repairs in St. Paul:** Repairing nine bridges between the Pelham Ave. and Dale St. bridges.

To request an ASL or foreign language interpreter, call 651-366-4720. To request other reasonable accommodations, call 651-366-4718; the Minnesota Relay Service toll-free at 1-800-627-3529 (TTY, Voice or ASCII) or 711, or e-mail your request to ADArequest.dot@state.mn.us. For transportation information please visit www.mndot.gov.

Hwy 280

St Paul, Lauderdale and Roseville

Traffic impacts



- The ramps between Hwy 280 and I-35W will be closed and detoured for a portion of the project. This will require closing Hwy 280 north of Broadway Street (6 weeks). Hwy 280 will be detoured.
- Hwy 280 will remain open to a single lane of traffic in each direction south to Broadway Street.
- The ramp from northbound Hwy 280 to northbound I-35W will be open during Rondo Days in St. Paul on July 16th
- Ramps at Como Ave and Larpenteur Ave will close and be detoured during nearby work on Hwy 280.

About this project

Summary of work

- Repair and resurface northbound and southbound Hwy 280 and shoulders between Como Avenue and I-35W
- Rebuild the ramps between Hwy 280 and I-35W and add [zipper merge signs](#) for the ramp from northbound Hwy 280 to I-35W
- Rebuild approach roadway to the Hwy 280 bridge over Como Avenue
- Construct concrete median barrier
- Install new guardrail north of Larpenteur Avenue
- Improve storm sewer system and ponds along Hwy 280

Cost

- Approximately \$3.3 million (estimated)

Schedule

- May - July 2016

Location

- Hwy 280 between Como Avenue to I-35W in St. Paul, Lauderdale and Roseville

Benefits

- Improves safety and reduces congestion by improving the layout of the ramp from northbound Hwy 280 to northbound I-35W
- Increases safety by replacing guardrail and adding concrete median barrier
- Provides smoother ride
- Improves drainage
- Extends service life of roadway, bridges and drainage system.

Hwy 36 at Lexington Avenue

Roseville

Traffic impacts



Hwy 36 Lexington Ave Bridge Replacement.

- Lexington Avenue will be closed and detoured for a portion of the project (4 to 5 months)
- Hwy 36 traffic will be maintained two lanes in each direction and shifted onto a temporary bypass.
- Lexington Avenue ramps will close (westbound 3-4 months, eastbound 6 months)
- Westbound ramps at Hamline Avenue will close (4-6 weeks)
- Westbound ramp from Dale Street to Hwy 36 will close (3-4 months)

[More detailed schedule of project staging](#)

About this project

Summary of work

- Replace the current structurally deficient Hwy 36 bridge with two new bridges to carry eastbound and westbound Highway 36 traffic

- Reconstruct and resurface the ramps at Lexington Avenue and the westbound ramps at Hamline Avenue
- Reconstruct and resurface Hwy 36 between Hamline Avenue and Victoria Street
- Replace the two signal systems at the Lexington Avenue ramps

Cost

- Approximately \$12 million

Schedule

- Construction: Begins 2016

Location

- Hwy 36 between Hamline Avenue and Victoria Street North in Roseville

Benefits

- Improves safety and reduced congestion by improving the highway layout and ramps at Lexington Avenue
- Provides smoother ride
- Improves drainage
- Extends service life of roadway, bridges and drainage system.
- Upgrades signals and pedestrian crossings to ADA (Americans with Disabilities Act) standards at Lexington Ave ramps

I-35W between Hwy 36 and I-694

Roseville, Arden Hills, New Brighton

About this project



Work will include repaving I-35W between Hwy 36 and I-694.

Repaving the road will extend the life of the pavement and provide a smoother, safer surface for motorists.

Cost

- \$1 million (estimate)

Schedule

- Construction begins 2016

Location

- Between Hwy 36 in Roseville and I-694 in Arden Hills and New Brighton

Benefits

- Smoother road
- Extends the life of the pavement
- Increases capacity

**Roseville Public Works, Environment and
Transportation Commission**

Agenda Item

Date: January 26, 2016

Item No: 5

Item Description: 2016 Public Works Work Plan

Background:

Each year Public Works staff monitors and evaluates the condition of City infrastructure for development of ongoing maintenance and replacement needs plans. We use this information to develop capital improvement plans and in the development of the annual budget request in these areas. We also work closely with Ramsey County and MnDOT on improvements to City infrastructure as a part of their road improvement projects within Roseville. 2016 proposed road construction on city streets consists of mill and overlay or the replacement of existing pavement due to surface distress related to the age of pavement since many streets were reconstructed 20 to 30 years ago. The following are the improvements that we are recommending for the 2016 construction season within the city. The attached map shows both pavement improvement as well as utility improvements. (Attachment A) The map also shows projects that are done by Ramsey County, the MnDot and Met Council Environmental Services as some of these projects have impacts on city projects. The proposed work plan is consistent with the 20 year capital improvement plan and pavement management program policies.

- 1. Pavement Management Program Projects:** Each year the Public Works Department evaluates infrastructure needs based on the City's Pavement Management Program and assessment of utility infrastructure. Streets in marginal condition are recommended for major maintenance by mill and overlay. Streets in poor condition and that do not meet the City standard for street construction are recommended for reconstruction. We propose to include the following street segments in our 2016 construction contract:

Mill and Overlay	
N Hwy 36 Service Dr, St Croix St – Long Lake Rd	County Rd C2, Lexington Ave – Victoria Ave
*Prior Ave, County Rd B2 – Oakcrest Ave	Skillman Ave, Hamline Ave – Lexington Ave
*Oakcrest Ave, Prior Ave – Fairview Ave	Sherren St, Lexington Ave – Nancy St
Wilder St, Eldridge Ave – Sharondale Ave	Oxford St, County Rd B – Sherren St
Sharondale Ave, Wilder St – Prior Ave	Sherren St, Cul de Sac – Grotto St
Shryer Ave, Cul de Sac – Fairview Ave	Grotto St, County Rd B – Sherren St
Ryan Ave, Cul de Sac – Fairview Ave	Heinel Dr, Cul de Sac – Dale St
Woodhill Dr, Hamline Ave – Lexington Ave	Heinel Cir, Heinel Dr – Cul de Sac
Farrington Ave, Iona Ln – County Rd C2	Matilda St, County Rd C2 – S Owasso Blvd
County Rd C2, Western Ave – Rice St	Owasso Hill Neighborhood

The majority of the streets are proposed to have the top layer of pavement milled and replaced with new bituminous pavement. The exceptions are Heinel Drive, Terrace Drive and Farrington Street. These streets are recommended to have the full depth of pavement

reclaimed and replaced due to the condition of the roadway. Spot curb replacements are also done at this time but only where there are significant structural issues with the in-place curb or significant settling.

The Mill and Overlay projects are proposed to be financed through our street infrastructure funds and Municipal State Aid (MSA) funds. After receiving bids for these projects, we will request that the City Council award the bid to the lowest responsible bidder.

As part of the Pavement Management Program staff will evaluate the underlying water mains and sanitary sewer lines in the street right-of-way in these areas. We will take advantage of the repaving of the roadways to repair/replace these utilities. These repairs and replacements will be funded from the water and/or sanitary sewer utility funds.

Reconstruction: No roads are proposed to be reconstructed in 2016.

Seal Coat: As in 2015, the City will not be doing a seal coat program due to pavement delamination issues. The budget for seal coating will be used to mill and overlay additional roads as part of the PMP project.

2. **Pathways:** Staff is working with Ramsey County and Community Development to develop a sidewalk on the north side of Larpenteur Ave from Mackubin St to Galtier St. This would connect to sidewalk or pathway on either end of the project and connect a missing gap. County State Aid funding and Community Development Block Grant (CDBG) funding is the proposed funding source for a portion of the sidewalk improvements on Larpenteur Avenue.

The attached project map also shows several segments of existing trail or sidewalk that will be repaved/replaced in 2016.

3. **Utility Infrastructure:**

Sanitary Sewer Lining: The majority of the city's sanitary sewer mains were constructed in the late 1950's and early 1960's, utilizing clay tile pipe and reinforced concrete pipe. Over time the joint materials have failed allowing root intrusion. The pipe is also susceptible to cracking and construction damage. The 2016 Capital Improvement Plan recommends funding for a sanitary sewer main lining program to extend the life of our sanitary sewers by 50 years or more. This technology essentially installs a new resin pipe inside the old clay tile sewer main without digging up city streets, which results in minimal disruption to residents during construction. The liner pipe is inserted into the main through existing manholes and cured in place with a heat process. Any given segment is usually completed in one working day. Service line connections are reopened using a robotic cutter and remote cameras. During the process, existing flows are bypassed using pumps. This technology has been proven over the past 20 years, and costs have become competitive with open cut replacement. The City started doing this type of renovation on an annual basis in 2006 and will have an annual project for the foreseeable future to replace our aging sewer infrastructure. This technology also reduces infiltration of groundwater into the system and can be credited toward current and future inflow/ infiltration surcharges which are mandated by the Metropolitan Council. In 2016 approximately 4.7 miles of sanitary pipe are schedule to be lined. The location of this work varies and is spread throughout the City based on system priority.

Pipe Replacements/Repairs: We are also evaluating sanitary and water main replacement needs in our pavement replacement areas as well as utility infrastructure needs in County and

State project areas. Those replacements are being identified from recent utility inspections and adjustments to the plan will be communicated to the Council at a later date. To date city staff has identified watermain replacements on Heinel Drive, Terrace Drive and Farrington Street.

The City is looking into possibly lining the watermain as an option instead of standard pipe replacement on Heinel Drive. The City is looking into this process as it may save some construction impacts due to the long dead end road and also save on storm water impacts near the lake.

The City will also be replacing the sanitary sewer forcemain for the Dale Street Lift Station and the Galtier St Lift Station. Both these forcemains are well over 50 years old.

Lift Station: The Cleveland Sanitary Sewer Lift Station, located at Cleveland Ave and Brenner Ave, is recommended for replacement in 2016. The lift station was constructed in 1987. The estimated cost of this replacement is about \$522,000

Storm Sewer system improvements: The City is working to finalize a joint project with the Capitol Region Watershed District at Upper Villa Ballfields (B-Dale Club). This facility will also be an underground storage and reuse facility.

Staff is working on replacement of the St Croix storm sewer lift station located along St. Croix Street south of Terminal Road. Project started in the fall of 2015 and should be completed by spring of 2016.

Staff continues to analyze the existing drainage systems and localized flooding issues and is identifying mitigation projects. Staff is now working on developing a 2016 drainage improvement project to alleviate some of these flooding concerns. Staff has already identified several projects for 2016. Some of the projects include;

- Storm Pond Maintenance – Work involves removing sediment that has built up in the ponds to provide better capacity and treatment. Valley Park ponds and the Byerly's pond are scheduled for 2016.
- Eldridge Backyards – This is a second phase to the Corpus Christi project area. Currently there is a high water table due to a historically filled wetland. The high water table (approximately 30" below grade) is causing neighboring single family homes to flood during heavy rains. A drain-tile will be installed approximately 10' below grade in an existing swale between the homes and Evergreen Park. The drain-tile will be connected to the storm sewer under Fairview Ave, and should lower the high groundwater through the immediate area.
- This existing pond located near Oakcrest Ave, east of Fairview is an existing storm pond with a concrete ditch captures water from Rosedale Commons, and provides rate control during large rain events. The pond will be retrofitted to have an Iron Enhanced Sand Filter bench around the perimeter. This filter bench will provide similar rate control, but it will increase the removal of pollutants that degrade our local water resources. The addition of this project will help the City meet a Total Maximum Daily Load (TMDL) for Long Lake.
- Owasso Private Drive – Currently South Owasso Private Drive consists of a gravel driving surface. The Ramsey-Washington Metro Watershed District

inventoried the Private Drive as a direct discharge into Lake Owasso (direct discharge is stormwater running directly into a water body without treatment, and thus potentially carrying a higher amount of pollutants). There are also multiple drainage issues along the Private Drive that affect property owners as stormwater has to circumvent foundations to drain to the lake. This project will add a porous driving surface that will treat the stormwater, and reduce the drainage issues of the adjacent properties by capturing the water and directing it safely to the lake.

4. Other Improvements

35W Interchange at Cleveland Avenue: This project was awarded by Council last year. Some minor work was started last fall. The project consists of completely reconstructing the intersection, ramps and signal system. Major work will begin in the spring and the new interchange should be completed by the end of July.

Twin Lakes Parkway Extension: This project was awarded by Council last year. Major work will begin in the spring to extend Twin Lakes Parkway from Prior Ave to Fairview Avenue. Water, sanitary sewer and storm water are included as part of the project. New trail and sidewalk will also be extended as well as some enhanced landscaping will be installed. The road is anticipated to be open to traffic in August.

Fairview & Twin Lakes Parkway/Terrace Ave Signal: As part of the Twin Lakes Parkway improvements a new traffic signal will be installed at Twin Lakes Parkway/Terrace Ave and Fairview Avenue. This signal project would be completed on the same timeframe as the Twin Lakes Parkway Extension project. Additional right turn lanes off of Fairview will be added. The project is funded by Twin Lakes TIF bonding that Council approved last year.

Cleveland and County Road C-2 Signal: As part of the Twin Lakes Parkway improvements a new traffic signal will be installed at Cleveland Ave and County Road C-2. This signal will provide better access to Cleveland Ave in the future as traffic from the redeveloped areas around Twin Lakes Parkway increases. This signal project would be tied with the Fairview and Twin Lakes Parkway signal contract. The project is funded by the Twin Lakes TIF bonding that Council approved last year.

Twin Lakes East Collector: As an extension of the Twin Lakes Parkway improvements, the intersections of Terrace Ave and Lincoln Ave, and Lincoln Ave and C-2 will be evaluated to provide a better connection from Fairview Ave to Snelling Avenue. An additional left turn lane from east bound County Rd C-2 to Snelling will be provided as part of the project. Funding for the project is through TIF funding.

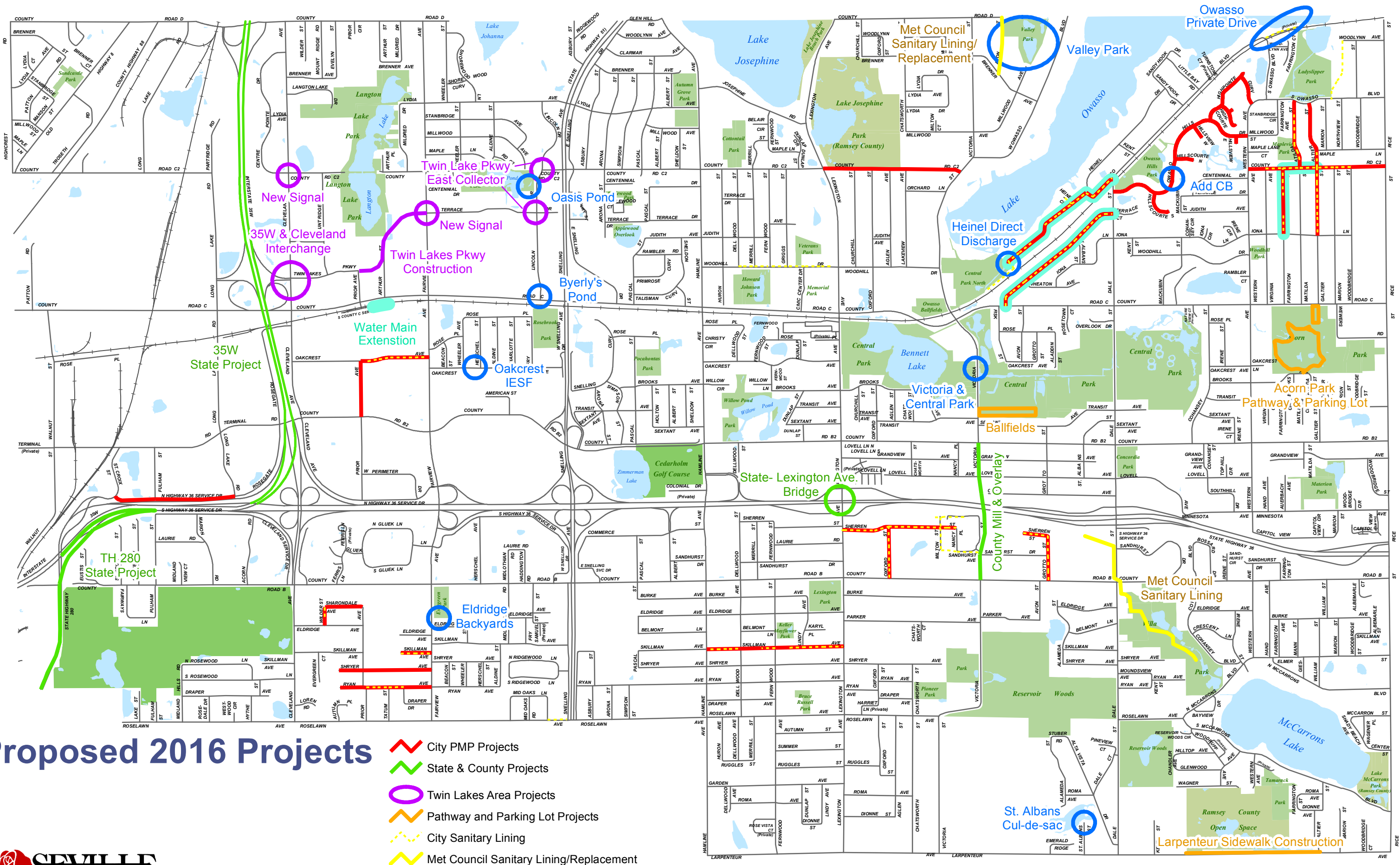
The overall cost of the 2016 Public Works Work Plan is approximately \$10-11 million.

Recommended Action:

Comment on the 2016 work plan

Attachments:

A. Preliminary Project Map



Prepared by:
Engineering Department
January 05, 2016

Data Sources and Contacts:
* Ramsey County GIS Base Map (11/2/15)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

DISCLAIMER:
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

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map: Proposed2016_AllProjectsLabels.pdf



Roseville Public Works, Environment and Transportation Commission

Agenda Item

Date: January 26, 2016

Item No: 6

Item Description: Skating Center Solar Project

Background:

Staff will update the Commission on the current status of the proposed Skating Center Solar Project. There have not been any significant changes to the proposed Power Purchase Agreement but we have vetted some information after meeting with the Solar Developer and the Tax Equity Partner. Staff has also met with Parks and Recreation Staff to review issues related with the actual roof design and any maintenance and operations issues related to the installation of the solar panels.

Recommended Action:

Receive update and make final recommendation to the City Council.

Attachments:

- A: Power Purchase Agreement
- B: Solar Power Facility Site License Agreement
- C: Layout of Proposed Project



Solar Services Agreement
 Number: _____
 Execution Date: _____
 Jurisdiction (State): Minnesota
 Utility: Xcel Energy

MASTER SOLAR SERVICES AGREEMENT

This Solar Services Agreement (as it may be amended from time to time, this “Agreement”) is made and entered into as of the Execution Date set forth above, between **Sundial Energy or affiliate, LLC**, a Minnesota limited liability company (“Power Provider”), and The City of Roseville, a Minnesota municipal corporation (“Purchaser”).

BACKGROUND

Power Provider desires to install one or more electricity grid-connected photovoltaic solar power plants (as further defined below, each, a “Solar Power Facility” and collectively, the “Solar Power Facilities”) at one or more Sites (as defined below in **Exhibit A**). Purchaser desires to purchase from Power Provider and Power Provider desires to sell to Purchaser the entire energy output of the Solar Power Facilities on the terms set forth in this Agreement.

This Agreement is a master services agreement and each Schedule and Exhibit attached hereto is subject to the terms of this Agreement. The Parties may, from time to time, execute and attach additional Schedules to this Agreement to add Solar Power Facilities and/or Sites to this Agreement.

OPERATIVE TERMS

In consideration of the mutual covenants and agreements set forth in this Agreement and intending to be legally bound, the Parties agree as follows:

1. Definitions.

For the purposes of this Agreement, the following terms shall have the following meanings:

“Acknowledgement Date” means, with respect to a Solar Power Facility, the “Acknowledgement Date” set forth on the Certificate of Acknowledgement relating to such Solar Power Facility that has been executed and delivered by Purchaser to Power Provider.

“Affiliate” means, when used in reference to a specified Person, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the specified Person.

“Blended Energy Rate” or “Blended Rate” – A metric used to define all electrical charges in \$/kwh. Includes all charges on the utility invoices. To determine the average blended rate take the sum of all gross utility invoices – in dollars - for a given year and divide by the total kwh usage for the same time period.

“Capacity Credit” or “Solar Capacity Credit” or “Solar Credit” – A credit given to electrical utility customers who install a solar PV system greater than 100kw on their property. This is not a rebate but is a payment for benefits provided by the solar system to the local utility. For Xcel Energy customers this appears as a line item credit each month on their electric bill.

“Certificate of Acknowledgement” means, with respect to a Solar Power Facility, the certificate of an authorized representative of Purchaser acknowledging that such Solar Power Facility is in Commercial Operation.

“Code” means the Internal Revenue Code of 1986, as amended. “Commercial Operation” means, with respect to a Solar Power Facility, the condition existing when (i) such Solar Power Facility is mechanically complete and

operating in accordance with the specifications set forth on the applicable Schedule, and (ii) energy is delivered through such Solar Power Facility's meter to the Site's electrical system under an Interconnection Agreement

"Contract Term" means the period commencing on the Execution Date and continuing so long as any Schedule Term is in effect.

"Customer Generator" means a non-utility owner or operator of net metered distributed generation system with a nameplate capacity of not greater than 50 kW if installed at a residential service or not larger than 3,000 kW at other locations, except for customers whose systems are above 3 MW and up to 5 MW who make their systems available to operate in parallel with electric utility during grid emergencies as defined by the regional transmission organization or where a microgrid is in place for the primary or secondary purposes of maintaining critical infrastructure, such as homeland security assignments, emergency services facilities, hospitals, traffic signals, wastewater treatment plants or telecommunications facilities, provided that technical rules for operating generators interconnected with facilities of an EDC, electric cooperative or municipal electric system have been promulgated by the institute of electrical and electronic engineers and the Commission.

"Electric Distribution Company" or "EDC" means the public utility providing facilities for the jurisdictional transmission and distribution of electricity to retail customers, except building or facility owners/operators that manage the internal distribution system serving the building or facility and that supply electric power and other related electric power services to occupants of the building or facility.

"Electric Generation Supplier" or "EGS"(i) A person or corporation, including municipal corporations which choose to provide service outside their municipal limits except to the extent provided prior to December 16, 2006, brokers and marketers, aggregators or any other entities, that sells to end use customers electricity or related services utilizing the jurisdictional transmission and distribution facilities of an EDC or that purchases, brokers, arranges or markets electricity or related services for sale to end-use customers utilizing the jurisdictional transmission and distribution facilities of an EDC; (ii) The term excludes building or facility owner/operators that manage the internal distribution system serving the building or facility and that supply electric power and other related power services to occupants of the building or facility.

"Electric Power" means the total quantity of electricity generated by the Solar Power Facilities and delivered to the Point(s) of Delivery and the generation-related products, services and attributes described in detail on the Schedules. For the avoidance of doubt, Electric Power does not include Environmental Incentives.

"Environmental Attributes" means the characteristics of electric power generation at each Solar Power Facility that have intrinsic value, separate and apart from the Electric Power, arising from the perceived environmental benefits of such Solar Power Facility or the Electric Power, including but not limited to all environmental and other attributes that differentiate such Solar Power Facility or the Electric Power from energy generated by fossil-fuel based generation units, fuels or resources, characteristics of such Solar Power Facility that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to such Solar Power Facility or the compliance of such Solar Power Facility or the Electric Power with the law, rules and standards of the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of rights arising from Environmental Attributes and Reporting Rights.

"Environmental Incentives" means all rights, credits (including tax credits and other tax benefits), rebates, incentives, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances and emission reduction credits and offsets), whether arising under federal, state or local law, international treaty, trade association membership or the like, arising from the Environmental Attributes of any Solar Power Facility or the Electric Power or otherwise from the development or installation of such Solar Power Facility or the production, sale, purchase, consumption or use of the Electric Power that are in effect as of the Execution Date or may come into effect in the future. Without limiting the foregoing, "Environmental Incentives" includes, green tags, renewable energy credits, tradable renewable

certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under any demand-side management or energy efficiency programs offered by a utility company, a third-party provider or any incentive programs offered by the Jurisdiction and the right to claim income tax credits and other tax benefits under Sections 45 or 48 of the Code or any state tax law or income tax deductions under the Code or any state tax law.

“Event of Default” has the meaning set forth in Section 16.

“Execution Date” has the meaning set forth on the first page of this Agreement.

“Force Majeure” means events or circumstances, whether foreseen or unforeseen, beyond the reasonable control and not the fault of a Nonperforming Party, including, without limitation, (i) acts of God, (ii) sabotage, riots or civil disturbances, strikes or similar labor difficulties, (iii) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similar occurrence, (iv) war or acts of terrorism affecting a Site, (v) change of law imposing a material regulatory burden or prohibition upon either Party, (vi) withdrawal of required governmental authorizations or permits due to no fault of the Non-Performing Party, (vii) transportation delays or accidents due to no fault of the Non-Performing Party, (viii) acts of vandalism, (ix) requirement by the Utility that a Solar Power Facility discontinues operation for any reason, (x) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, (xi) any other action by any governmental authority which prevents or prohibits the Parties from carrying out their respective obligations under this Agreement, (xii) adverse weather conditions not reasonably anticipated and in excess of the normal weather (e.g. rain, snow, sleet) for the geographical area. Notwithstanding the foregoing, “Force Majeure” shall not include economic hardship or inability to obtain financing of either Party.

“Guarantor” means Sun Financial, Power Provider’s parent company and guarantor under the Guaranty Agreement of even date herewith of the payment and performance by Power Provider of its obligations under this Agreement and the License.

“Initial Term” means, with respect to a Schedule, the “Initial Term” set forth on such Schedule commencing on the Execution Date.

“Interconnection Agreement” means an interconnection agreement entered into between Power Provider, Purchaser and the Utility in form and substance reasonably acceptable to each Party that provides for each Solar Power Facility to be interconnected with the Utility’s electrical distribution system.

“Interest Rate” shall mean a variable rate of interest which is 250 basis points greater than the three (3) month London Interbank Offered Rate as posted with respect to the applicable period in the “Money Rates” column of The Wall Street Journal, or if that source is not available, as reported by another widely available business publication, but in any event not greater than the maximum interest rate permitted by law.

“Jurisdiction” has the meaning set forth on the first page of this Agreement.

“License” or “License Agreements” means collectively or individually one or more license agreements between Power Provider and Purchaser with respect to Purchaser’s license to Power Provider of the particular premises within the Site(s) at which a Solar Power Facility will be installed and operated by Power Provider, and substantially in the form set forth in Annex A.

“Net Metering” the measuring of the difference between the electricity supplied by an electric utility and the electricity generated by a customer-generator when the renewable energy generating system is intended primarily to offset part or all of the Customer Generator’s requirements for electricity.

“Nonperforming Party” means a Party that is prevented, in whole or in part, from performing its obligations under this Agreement.

“Parties” means Power Provider and Purchaser.

“Party” means Power Provider or Purchaser.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

“Point of Delivery” means, with respect to a Site, the point within such Site’s electrical system at which Electric Power produced by each Solar Power Facility located on such Site is delivered to Purchaser.

“Power Provider” shall have the meaning set forth in the preamble. For purposes of access rights and other rights necessary for Power Provider to perform its obligations and responsibilities under this Agreement, the term “Power Provider” shall include Power Provider’s authorized agents, contractors and subcontractors, all of whom shall agree to comply with all terms, conditions and requirements of this Agreement in connection with the performance of any installation, maintenance, repair or other work or services at the Site.

“Prudent Industry Practices” means those practices, methods and equipment, as changed from time to time, that are commonly used in the Jurisdiction in prudent electrical engineering and operations to install and operate solar generation equipment lawfully and with safety, reliability, efficiency and expedition.

“Purchaser” shall have the meaning set forth in the preamble.

“Renewal Term” shall have the meaning set forth in Section 8.

“Reporting Rights” means the right to report to any federal, state or local agency, authority or other party, including without limitation under Section 1605(b) of the Energy Policy Act of 1992 and provisions of the Energy Policy Act of 2005, or under any present or future domestic, international or foreign emissions trading program, that the reporting Party owns the Environmental Attributes and the Environmental Incentives associated with the Electric Power.

“Schedules” or “Schedule” means collectively or individually the Schedules and all Exhibits thereto executed and attached to this Agreement by the Parties from time to time.

“Schedule Term” means, with respect to a Schedule, collectively, the Initial Term and all Renewal Terms applicable to such Schedule.

“Sites” or “Site” means collectively or individually the properties owned or controlled by the Purchaser within which each Solar Power Facility and the Point(s) of Delivery are or will be situated, all as described in detail in the Schedules.

“Solar Power Facilities” or “Solar Power Facility” or “Solar System” or “System” means collectively or individually one or more electricity grid-connected photovoltaic, solar power plants and other equipment and facilities to be constructed, installed and maintained by Power Provider pursuant to this Agreement which are located at one or more Sites, and those as may be required pursuant to Prudent Industry Practices or applicable utility tariffs for operation of the Solar Power Facilities in parallel with the electric utility providing service to the Purchaser, for the purposes of generating, transmitting and delivering Electric Power to the Point(s) of Delivery, as such equipment and facilities are more fully described in the Exhibits to each Schedule, and any and all additions, replacements and modifications to such equipment and facilities.

“Utility” means the Electric Distribution Company or the Electric Generation Supplier identified on the first page of this Agreement that is responsible for electric energy transmission and distribution service at the Site.

2. Design, Configuration, and Installation of the Solar Power Facilities.

(a) (i) Subject to and in accordance with the provisions of this Agreement and each License, Power Provider shall, at Power Provider's expense, configure, construct, install and operate each Solar Power Facility at the Site(s). Power Provider will perform and cause all contractors and subcontractors to perform all activities under this Agreement (A) in accordance with the plans and specifications thereof as approved by Purchaser within 5 days of receipt from Power Provider; (B) in a good and workmanlike manner using only new materials; (C) in such a way as to minimize interruptions to or interference with Purchaser's access to and use and operations on the Site; (D) in compliance with all applicable laws, rules, regulations, licenses and permits; (E) on a lien free basis Power Provider shall be responsible, at its sole cost, for obtaining all permits and approvals required for construction, installation and operation of the Solar Power Facility. Power Provider shall be solely responsible for the safety and protection of all personnel and materials on the Site from time to time and involved in the construction, installation, operation, repair, replacement, maintenance and removal of the Solar Power Facility on the Site. Power Provider will comply and will cause its contractors and subcontractors to comply with the insurance requirements outlined in the attached Schedule B-2, and the provisions of Section __ hereof, Purchaser's reasonable safety and security policies in effect from time to time, Purchaser's Supplier Code of Conduct and Treatment of Others policies (copies of which are attached hereto as Schedules __ and __, respectively), and Purchaser's reasonable notice requirements which is attached hereto as Schedule __. All work on the Site related to the Solar Power Facility and all materials and vehicles used in connection therewith, and all points of entry to the Site by Power Provider, any contractors and subcontractors and their respective employees and agents, shall be at such locations on the Site as reasonably determined by Purchaser. The point of contact with respect to the work under this Agreement shall be (insert name, phone numbers and email address) for Power Provider and (insert name, phone numbers and email) for Purchaser. Power Provider covenants and agrees that the Solar Power Facility at the Site will be installed and fully operational on or before December 31, 2013. Power Provider shall hold harmless Purchaser and Purchaser's officers, shareholders, employees, agents, successors and assigns from and against any and all loss, cost, liability, claim, fine, fee, expense (including without limitation reasonable attorneys' fees), or damage or other Claims, including, without limitation, damage to the Site or loss of economic incentives, directly or indirectly arising out of or related to the performance by or on its behalf of any of its obligations under this Agreement or the License, including without limitation the failure to meet the December 31, 2013 deadline, except to the extent caused by the unauthorized access and presence on the Site, gross negligence or willful misconduct of Purchaser, its employees or agents or third parties.

(ii) Subject to the terms of each License, Purchaser hereby grants to Power Provider, for no additional consideration and for the Contract Term, a non-exclusive easement and rights of access over those portions of the Site to construct, install, operate, maintain, repair, replace, substitute, inspect and remove the Solar Power Facility as the Parties mutually agree are necessary in connection with Power Provider's performance of its obligations and enforcement of its rights under this Agreement and for no other purpose. Access to the Site by Power Provider shall be only upon reasonable prior notice to Purchaser (except in the case of an emergency, in which event no prior notice is required), subject to Purchaser's safety and security policies in effect from time to time, and during all reasonable times. The Parties shall execute such other mutually acceptable grants, leases, deeds or customary documents as may be legally required to enable Power Provider to record such rights, privileges, rights-of-way and easements. Each Party shall be responsible for its own costs and expenses, including recording fees, associated with the documentation and recordation of such rights, privileges, rights-of-way and easements.

(b) Subject to the requirements of applicable law and Purchaser's reasonable approval as to location, size, configuration, content, material and method of installation, Power Provider shall have a license during the Contract Term to display reasonable signage in one (1) location for purposes of marketing and identifying Power Provider (i) on each Site, during construction and installation of a Solar Power Facility thereon, and (ii) on each Site and on any improvements on which each Solar Power Facility is located, during the applicable Schedule Term.

(c) Upon request of the Power Provider, the Purchaser shall provide information reasonably within its control or possession and, to the extent it is not required to incur any costs or liability, reasonable assistance to Power Provider for the inspection of the Site, the determination of the feasibility of the installation and operation of the Solar Power Facilities at the Site, and the design and installation of the Solar Power Facilities to accommodate the Site. Such Purchaser's information and assistance shall include, but not be limited to, the delivery of: 1) copies of any warranties in effect for the portions of the Site that are applicable to the Solar Power Facility, such as for the roof, any metal buildings, building wiring, or other components; 2) existing building drawings; 3) existing electrical system drawings; 4) property surveys; and 5) information, if any, concerning potential interference with or from radio or satellite communications applicable to the Site. If Purchaser has not provided the information within thirty (30) days of receipt of Power Provider's written request (or such longer period of time as is reasonably necessary to provide such information provided that Purchaser is using reasonable efforts to obtain the same), Power Provider shall have no liability arising from and no obligation or responsibility to comply with or to satisfy any requirements, limitations or restrictions contained in the information. In addition, during the Schedule Term for the Site, Purchaser shall provide: 1) ongoing internet access to Power Provider for monitoring system performance, and 2) ongoing Site access for the evaluation of the Site, and for the installation, operation, maintenance, repair, and removal of the Solar Power Facilities provided that (a) Power Provider's access shall be limited to those areas of the Site that are required for it to perform its obligations and agreements hereunder, (b) Power Provider shall provide reasonable prior notice to Purchaser before entering the Site, and (c) Power Purchaser and its agents, contractors and subcontractors and each of their respective employees shall comply with Purchaser's reasonable safety and security procedures in effect for the Site from time to time. Power Provider covenants and agrees that has been given access to and the opportunity to inspect the Site and accepts the Site "as-is" and "where is" and that Purchaser has made no representation or warranty to Power Provider of any type or nature with respect thereto including, without limitation, with respect to any patent or latent defects, the habitability thereof or the fitness of the Site for any particular use.

3. Operation of the Solar Power Facilities.

(a) Power Provider shall be solely responsible for the operation and maintenance of each Solar Power Facility (subject, however, to the obligations and responsibilities of Purchaser under the License) and shall maintain each Solar Power Facility in good working order and condition and in accordance with Prudent Industry Practices during the applicable Schedule Term. Neither Purchaser nor any party related thereto shall have the right or be deemed to operate any Solar Power Facility. Power Provider shall bear all risk of loss with respect to each Solar Power Facility, except for losses arising from gross negligence or willful misconduct by Purchaser or its employees. Power Provider shall have full responsibility for the Solar Power Facility operation and maintenance in compliance with all laws, regulations and government permits.

(b) Purchaser shall be responsible for arranging delivery of Electric Power from each Point of Delivery to Purchaser and any installation and operation of equipment on Purchaser's side of each Point of Delivery necessary for acceptance and use of the Electric Power. Each Party may, at its own cost and expense, install and maintain on its side of each Point of Delivery, such voltage control, regulation and safety devices and equipment that it determines are necessary or appropriate to protect its own equipment and operations. Each Party shall, at its own cost and expense, operate and maintain in good working order such devices and equipment that it owns. During the applicable Contract Term, Purchaser shall not, without the prior consent of Power Provider which shall not be unreasonably withheld, conditioned or delayed, permit any Site or other property that it owns to be modified in any manner if such modifications would in the reasonable judgment of Power Provider materially adversely affect the operation and maintenance of any Solar Power Facility located at such Site or other property or the potential of any such Solar Power Facility to produce and deliver Electric Power to Purchaser.

(c) The Parties hereby agree and acknowledge that during the term hereof, notwithstanding any Solar Power Facility's presence on a Site and method of attachment thereto, (i) Purchaser shall have no ownership interest in any Solar Power Facility and, as between Power Provider and Purchaser, Power Provider shall have all right, title and interest in and to each Solar Power Facility and all drawings, diagrams, documents, permits and governmental authorizations associated with the design, construction, operation and maintenance of each Solar Power Facility, (ii) Purchaser shall not cause or permit any material interference with any Solar Power Facility's insolation and access to sunlight, as such access exists as of the Acknowledgement Date for such Solar Power Facility, and (iii) Purchaser shall not alter the load configuration for a Solar Power Facility to the Point(s) of Delivery. The provisions of this section 3 (c) are subject to Purchaser's rights in section 24 hereof to purchase the Solar Power Facility.

(d) If Purchaser has reason to believe that any Solar Power Facility is not operating properly, Purchaser shall promptly notify Power Provider of the circumstances thereof and Power Provider shall promptly cure any material failure.

(e) All property taxes attributable to any Site shall be the responsibility of Purchaser. Any property taxes attributable to the Solar Power Facility shall be the responsibility of Power Provider.

(f) The Parties shall cooperate with regard to any disconnection of any Solar Power Facility and shall provide reasonable advance notice to the other Party prior to any such disconnection. Subject to Section 3(g), Purchaser shall not disconnect any Solar Power Facility, and during the applicable Schedule Term, Power Provider shall have no obligation to disconnect, any Solar Power Facility.

(g) Notwithstanding anything to the contrary set forth in this Agreement, Purchaser shall only disconnect a Solar Power Facility if, in Purchaser's reasonable judgment, immediate disconnection is required to prevent significant damage to Purchaser's property or injury to any person; provided, that, Purchaser shall give notice to Power Provider of any such disconnection as soon as practicable thereafter. If the circumstances giving rise to such disconnection were beyond Power Provider's control, the duration of any disconnection by Purchaser pursuant to this Section 3(g) shall be no longer than reasonably necessary to address the exigent circumstances that required such disconnection, and if practicable shall not exceed seventy-two (72) hours in the aggregate during any period of sixty (60) consecutive days.

(h) If, (i) any Solar Power Facility is disconnected by Purchaser or at Purchaser's request and the circumstances giving rise to such disconnection were beyond Power Provider's control, (ii) the load configuration to the Point(s) of Delivery is altered by Purchaser resulting in a reduction of production and delivery of Electric Power, and (iii) the period of disconnection exceeds seventy-two (72) hours during any period of sixty (60) consecutive days (subject to Force Majeure), Purchaser shall pay to Power Provider during such period(s) of disconnection, a monthly payment (prorated as appropriate) equal to the average monthly amount payable by Purchaser pursuant to Section 4 for Electric Power generated by such Solar Power Facility during the twelve (12) months immediately preceding such disconnection, or for the entire period the disconnected Solar Power Facility has been in Commercial Operation if the period preceding such disconnection is less than twelve (12) months.

(i) In addition to any payments required pursuant to Section 3(h) as a result of a disconnection by Purchaser or at Purchaser's request, if any Solar Power Facility or any portion thereof needs to be removed from the roof or other location on a Site for periodic maintenance of the Site or roof replacement not arising from the acts or omissions of Power Provider, such removal and reinstallation shall be performed by Power Provider at Purchaser's sole expense.

(j) Operation and Maintenance (O&M) of the Solar Facilities will be at Power Provider's sole expense.

4. Purchase and Sale of Electric Power and Related Services.

(a) Beginning on the Acknowledgement Date for each Solar Power Facility, and continuing for the applicable Schedule Term, Power Provider shall deliver and sell, and Purchaser shall accept delivery and purchase, all of the Electric Power generated by such Solar Power Facility at the purchase price specified in Section 5(a). Unless expressly identified in the applicable Schedule and subject to Purchaser's right under Section 24 of this Agreement to purchase the Solar Power Facility, other than Electric Power, Power Provider is not selling, and Purchaser is not purchasing, any electric generation-related products, services or attributes, whether physical, contractual, tangible or intangible (including reactive power or Environmental Incentives).

(b) Title and risk of loss of Electric Power sold under this Agreement shall pass from Power Provider to Purchaser at the applicable Point of Delivery.

(c) Purchaser shall not sell any of the Electric Power purchased from Power Provider pursuant to this Agreement other than sales made to the Utility pursuant to a Net Metering arrangement between Purchaser and the Utility.

(d) Purchaser acknowledges that Power Provider's deliveries of Electric Power under this Agreement may not satisfy Purchaser's entire requirements for electric energy. In the event that Power Provider's deliveries of Electric Power under this Agreement do not satisfy Purchaser's entire requirements for electric energy, Purchaser may produce, procure or otherwise arrange for additional supplies of electric energy, and as between Power Provider and Purchaser, Purchaser shall be solely responsible for any rates, charges, fees, expenses or assessments imposed or caused by utilities or any other parties with respect to such supplies of electric energy from third parties. In the event that Purchaser's requirements for electric energy or other electric services change in any manner after the Execution Date, Purchaser shall have the sole cost and operational responsibility for any installation of or modifications to equipment on Purchaser's side of the Point(s) of Delivery which may be required to produce, procure or arrange for such changes, and shall perform such installation or modifications in a manner that will not result in interference with or discontinuance of Power Provider's operation of any Solar Power Facility and delivery of Electric Power; provided, however, in no event shall Power Provider be required to change or modify any Solar Power Facility or any element thereof, or to permit any change or modification to any Solar Power Facility by Purchaser or others. Subject to the foregoing, Power Provider shall reasonably cooperate with Purchaser in any of Purchaser's discussions or communications with such utilities or other suppliers of electric energy, and in the performance of any installation or modification of equipment on Purchaser's side of the Point(s) of Delivery. Power Provider shall have no liability to Purchaser with respect to rates, charges, fees, expenses or assessments imposed or caused by, other suppliers of electric energy or other electric services.

(e) Power Provider shall have no obligation under this Agreement to (i) provide Purchaser an uninterrupted supply of Electric Power, (ii) provide any minimum or maximum amount of Electric Power or (iii) schedule deliveries of Electric Power to Purchaser. Purchaser shall have no obligation under this Agreement to make any payment to Power Provider for Electric Power other than payment of the rates set forth in section 5(a) hereof for Electric Power actually generated by the Solar Power Facility at and delivered to the Site

5. Rates and Charges.

(a) Subject to Sections 7(c) and 8, Purchaser shall pay Power Provider for Electric Power delivered to Purchaser pursuant to this Agreement in accordance with the rates and charges set forth in the applicable Schedule – ***Exhibit C***.

(b) Purchaser shall pay all taxes assessed by any taxing authority against Purchaser as the purchaser of Electric Power such as sales, consumption, and delivery taxes.

6. Metering.

(a) Power Provider shall provide, at its expense, metering equipment to measure all sales of Electric Power to Purchaser hereunder. The metering equipment for each Solar Power Facility shall be located at the point(s) set forth on the applicable Schedule and shall meet or exceed the standards applicable to meters approved for use by electric utilities in the Jurisdiction. Data retrieved from any such meter shall be delivered to Purchaser and shall serve as the basis for invoicing Purchaser for all delivered Electric Power. Purchaser may, at its own expense, install metering facilities on Purchaser's side of the Point(s) of Delivery.

(b) Power Provider's metering equipment shall be sealed and the seals shall be broken only upon occasions when the meters are to be inspected, tested or adjusted by Power Provider. Power Provider shall own the metering equipment that is used to measure sales hereunder, and shall be the only Party authorized to cause seals to be broken on such meters. Representatives of Purchaser shall be offered a reasonable opportunity to be present upon any occasion when the seals for such meters are to be broken. All testing of metering equipment shall be conducted by Power Provider, its Affiliate or agent. Power Provider may, from time to time, test the metering equipment for accuracy, at Power Provider's expense. At Purchaser's request, Power Provider will test the metering equipment; provided; however, if the metering equipment is found to be registering within two percent (2%) of the amount of Electric Power actually being delivered, the cost of such test shall be paid for by Purchaser.

(c) If any test of the metering of a Solar Power Facility establishes that the metering equipment is not accurate, Power Provider shall repair, replace or adjust the metering equipment at Power Provider's expense and shall make an appropriate adjustment in Purchaser's billing, for the entire period of inaccuracy of the meter measured from the date that the inaccuracy began; provided, such period shall not exceed one (1) year from the date such inaccuracy is determined. If such date cannot be determined to the reasonable satisfaction of both Parties, the billing adjustment shall be made for the last one-half of the period (not to exceed one (1) year) between the date of the last prior successful meter test and the date of the current test disclosing the inaccuracy.

(d) If either Party believes that there has been a meter failure or interruption, it shall immediately notify the other Party and in any event, to be effective and trigger the adjustment procedure in this Section 6(d), such notice must be delivered to the other Party no later than one (1) year after such failure or interruption. Should a meter be determined to have failed to operate at any time, the quantities of Electric Power to be billed for such period of meter failure will be equal to the average monthly quantity of Electric Power provided by Power Provider to Purchaser that was subject to such meter during the twelve (12) months preceding such failure or interruption, or for the entire period the Solar Power Facility generating such Electric Power has been in Commercial Operation if the period preceding such failure or interruption is less than twelve (12) months.

7. Contract Term; Early Termination by Power Provider.

(a) This Agreement shall be effective as of the Execution Date and shall remain in effect, unless sooner terminated in accordance with its terms, until the expiration of the Contract Term as outlined in **Exhibit C**.

(b) Notwithstanding anything to the contrary set forth in this Agreement, Power Provider shall have the right, but not the obligation, to terminate this Agreement prior to expiration of the Contract Term at any time upon the occurrence of any of the following:

(i) an unstayed order of a court or administrative agency having the effect of subjecting the sales of Electric Power to federal or state regulation of prices and/or service;

(ii) a change in any law, rule or regulation that results or could result in a material adverse change in the financial benefits accruing to Power Provider under this Agreement and the Parties are unable, after good faith negotiations, to agree upon modifications to the terms of this Agreement acceptable to both parties;

(iii) an annual level of direct beam solar resource availability that is less than or equal to ninety percent (90%) of historical averages as measured by long-term weather data (minimum of five (5) years) collected at any Site;

(iv) the termination of any License prior to the expiration of the applicable Schedule Term(s) for any reason;

(v) if, as of the date that is one hundred eighty (180) days after the Execution Date, the conditions set forth in Section 10(a) have not been satisfied or waived by Power Provider in its reasonable discretion, and such failure is not a result of Power Provider's breach and are within Purchaser's reasonable control; or

(c) Upon the occurrence of an event described in Sections 7(b)(i) and 7(b)(ii), within thirty (30) days following receipt by Purchaser from Power Provider of written notice of such event, Purchaser and Power Provider shall meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to Power Provider. Such right shall be in addition to Power Provider's right to terminate this Agreement pursuant to Section 7(b).

(d) In the event that Power Provider terminates this Agreement pursuant to Section 7(b), this Agreement shall terminate without triggering the default provisions of this Agreement and with no liability of Power Provider to Purchaser except such amounts, if any, then due and owing under this Agreement as of the date of such termination and its indemnity obligations hereunder, all of which shall survive such termination or expiration of this Agreement. For the avoidance of doubt, any termination of this Agreement shall be deemed a termination of each Schedule. Any removal of the Solar Power Facility shall be completed at Power Provider's sole cost, within 60 days of the termination of this Agreement, and subject to and in accordance with all of the terms and conditions of this Agreement regarding the installation and removal of the Solar Power Facility, including without limitation, the indemnities thereunder. Power Provider shall promptly repair and restore any damage to the Site or any improvements thereon, including without limitation roof and/or roof membrane, caused by such removal at Power Provider's sole cost and to Purchaser's reasonable satisfaction.

(e) Notwithstanding anything to the contrary set forth in this Agreement, Purchaser shall have the right, but not the obligation, to terminate this Agreement prior to expiration of the Contract Term at any time upon the occurrence of any of the following:

(i) an unstayed order of a court or administrative agency or a voluntary declaration by Power Provider or Guarantor of bankruptcy, liquidation, assignment for the benefit of creditors or dissolution and the failure by Power Provider's lender or other successor to assume and timely fulfill Power Provider's obligations hereunder;

ii) if, as of the date that is one hundred eighty (180) days after the Execution Date, the conditions set forth in Section 10(b) have not been satisfied or waived by Purchaser in its reasonable discretion, and such failure is not a result of Purchaser's breach and are within Power Provider's reasonable control; or

(iii) Purchaser sells or transfers the Site or discontinues operations at the Site.

In the case of termination under (c) (i) or (ii), Purchaser may, at its sole option, require Power Provider to remove of the Solar Power Facility in accordance with this Agreement or purchase the Solar Power Facility from Power Provider at its then fair market value. In the case of termination under (c)(iii), Purchaser shall purchase the Solar Power Facility from Power Provider in accordance with Section 24 below. In addition, Purchaser may sell or transfer the Site, subject to the terms of Section 14 of this Agreement, in which case all rights and obligations of Purchaser under this Agreement and the License shall be assigned and transferred to the transferee and Purchaser shall be released from any further obligation hereunder or under the License.

8. Purchaser's End of Schedule Term Options.

Subject to the terms of this Agreement, upon the expiration of a Schedule Term or termination of a Schedule by either Party, Purchaser may choose one of the following options by providing written notice to Power Provider of its intent between three hundred sixty-five (365) days and one hundred eighty (180) days prior to such expiration of the Schedule Term:

(a) Extension of Schedule Term. Provided no Event of Default by Purchaser has occurred and is continuing under this Agreement, unless such Event of Default has been waived in writing by Power Provider, Purchaser may, upon written notice to Power Provider at least 90 days prior to the end of the Initial Term or current Renewal Term, as applicable, extend the Schedule Term for an additional period of 5 year(s) (each, a “Renewal Term”) and during any Renewal Term the terms and conditions of this Agreement shall remain in effect except that the rates and charges payable pursuant to Section 5 with respect to such Renewal Period shall be equal to the retail rate per kilowatt-hour charged by the Electric Distribution Company as of the first day of such Renewal Period purchase rates and charges payable under this Agreement modified to equal the then fair market renewal rate in continued use, as determined in Power Provider’s sole discretion;

(b) Purchase of the Solar Power Facilities. Provided no Event of Default by Purchaser has occurred and is continuing under this Agreement, unless such Event of Default has been waived in writing by Power Provider, Purchaser may purchase all, but not less than all, of the Solar Power Facilities to which such expired Schedule Term, extension term, or terminated Schedule relates, on an as-is, where-is basis, at a purchase price equal to the then fair market value of such Solar Power Facilities in continued use. The fair market value shall be determined by two (2) qualified appraisers, one to be selected by Power Provider and one to be selected by Purchaser. Each appraiser shall act reasonably and in good faith to determine fair market value and shall set forth such determination in a written opinion delivered to the Parties. The appraisal values shall be averaged; provided, however, if the appraisal amounts vary by more than five percent (5%), the appraisers shall appoint a third qualified appraiser whose appraisal value shall govern. The determination of fair market value derived as above shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. The term “fair market value” for purposes of this Agreement means, with respect to any tangible asset or service, the price that would be negotiated in an arm’s-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction.

or

(c) Removal of the Solar Power Facilities. Purchaser may require Power Provider to remove each Solar Power Facility (with the exception of mounting pads, other supporting structures and wiring and equipment located within roof and wall cavities and underground) to which such expired Schedule Term or terminated Schedule relates from the applicable Site by a mutually convenient date. Purchaser shall provide Power Provider with reasonable access to perform such removal. Any removal of the Solar Power Facility shall be completed at Power Provider’s sole cost, within 60 days of termination, and subject to all of the terms and conditions of Section 2 of this Agreement, including the indemnities given therein which shall survive such termination. Power Provider shall promptly repair and restore any damage to the Site or any improvements thereon, including without limitation roof and/or roof membrane, caused by such removal at Power Provider’s sole cost and to Purchaser’s reasonable satisfaction.

If Purchaser timely exercises its option to purchase the Solar Power Facilities pursuant to Section 8(b), the closing of such purchase shall be in accordance with Section 23.

If Purchaser fails to timely make an election pursuant to this Section 8, the Schedule Term will end on the last day of the Initial Term or Renewal Term, as applicable. Notwithstanding anything to the contrary in this Agreement, at any time after the expiration of the Initial Term or Renewal Term and unless the Schedule Term is extended pursuant to Section 8(a), Power Provider shall have the right, subject to all terms and conditions of

Section 2 of this Agreement, to terminate the applicable Schedule and remove each Solar Power Facility to which such Schedule relates upon providing Purchaser with at least one hundred eighty (180) days' notice.

9. Environmental Attributes.

(a) Notwithstanding any Solar Power Facility's presence on a Site and method of attachment thereto, Power Provider shall own, and may assign or sell in its sole discretion but in each case subject to this Agreement and the License, all right, title and interest associated with or resulting from the development and installation of such Solar Power Facility or the production, sale, purchase or use of the Electric Power including, without limitation:

(i) all Environmental Incentives and all Environmental Attributes; and

(ii) the Reporting Rights and the exclusive rights to claim that: (A) the Electric Power was generated by such Solar Power Facility; (B) Power Provider is responsible for the delivery of the Electric Power to the Point(s) of Delivery; (C) Power Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of the Electric Power and the delivery thereof to the Point of Delivery; and (D) Power Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing.

(b) Purchaser shall not take any action or suffer any omission at any Site that would have the effect of impairing the value to the Power Provider of the Environmental Attributes and Environmental Incentives. Purchaser shall be solely responsible for notifying Power Provider of any action or omission that could impair such value and for consulting with Power Provider, at no additional expense to Purchaser, as necessary to prevent impairment of the value of Environmental Attributes and Environmental Incentives.

(c) Purchaser shall take all reasonable measures to assist Power Provider in obtaining all Environmental Incentives and Environmental Attributes currently available or subsequently made available in connection with the Solar Power Facilities, provided that Purchaser shall not be required to incur any cost or expense in connection therewith.

10. Conditions Precedent.

(a) The obligations of Power Provider under this Agreement to construct, install and operate any Solar Power Facility and to sell Electric Power generated by such Solar Power Facility to Purchaser shall be conditioned on the occurrence of all of the following conditions:

(i) Each applicable License shall have been executed by each Party and such License(s) shall be in effect;

(ii) Purchaser shall have provided Power Provider evidence of liability insurance coverage evidenced by a certificate of insurance naming Power Provider as an additional insured at the levels set forth in the applicable Schedule(s);

(iii) Purchaser and Power Provider, as the case may be, shall have received all approvals, contracts, agreements, authorizations, consents, ratifications, waivers, exceptions, exemptions and permits from any governmental body or other third party, as Power Provider or Purchaser determines in its reasonable discretion are required for Power Provider to construct, install, operate and maintain such Solar Power Facility at each applicable Site, and to deliver the Electric Power, in each case without condition, or with conditions in form and substance acceptable to Power Provider or Purchaser in its reasonable discretion;

(iv) Purchaser and Power Provider, as the case may be, shall have received all governmental authorizations, exceptions, exemptions and permits needed in Power Provider's and Purchaser's reasonable judgment for Power Provider to sell Electric Power to Purchaser under this Agreement without material adverse economic, financial or other regulation, or with a degree of regulation that is acceptable to Power Provider in its reasonable discretion;

(v) Power Provider shall be satisfied with the results of such due diligence inquiries as it deems necessary or convenient to conduct with respect to the Purchaser (including Purchaser's credit condition), each applicable Site and any other matters that Power Provider reasonably deems appropriate;

(vi) Power Provider shall have obtained all (A) financing for the installation of such Solar Power Facility and (B) incentive credits for the operation of such Solar Power Facility, in each case, as Power Provider determines, in Power Provider's sole discretion, are acceptable;

(vii) No material adverse change in the tax or state rebate programs or other change in law that materially adversely impacts Power Provider's economic benefit under this Agreement;

(viii) The Power Provider shall have received executed copies of all agreements and applications that, in Power Provider's reasonable discretion, are required for Utility interconnection and Net Metering as a Customer Generator for the Solar Power Facilities, including without limitation, the Interconnection and Net Metering agreements and applications;

(ix) The representations and warranties of Purchaser set forth in this Agreement shall be true and correct in all material respects when made and as of the date that all other conditions precedent set forth in this Section 10 have been satisfied; and

(x) The Power Provider shall have received such certifications from Purchaser's officers and legal counsel as Power Provider may reasonably request with respect to the satisfaction of this Section.

(b) The obligations of Purchaser to purchase Electric Power under this Agreement shall be conditioned on the satisfaction of all of the following conditions:

(i) Each applicable License shall have been executed by each Party and such License(s) shall be in effect;

(ii) Power Provider shall have procured, in form and substance reasonably satisfactory to Purchaser, and provided evidence to Purchaser in the form of certificates, of such property damage and liability insurance coverage at the levels set forth in the applicable Schedules and naming Purchaser as additional insured;

(iii) Purchaser and Power Provider, as the case may be, shall have received all approvals, contracts, agreements, authorizations, consents, ratifications, waivers, exceptions, exemptions and permits from any governmental body or other third party, as Power Provider or Purchaser determines in its reasonable discretion are required for Power Provider to construct, install, operate and maintain such Solar Power Facility at each applicable Site, and to deliver the Electric Power, in each case without condition, or with conditions in form and substance acceptable to Power Provider or Purchaser in its reasonable discretion;

(iv) Purchaser and Power Provider, as the case may be, shall have received all governmental authorizations, exceptions, exemptions and permits needed in Power Provider's and Purchaser's reasonable judgment for Power Provider to sell Electric Power to Purchaser under this Agreement without material adverse economic, financial or other regulation, or with a degree of regulation that is acceptable to Power Provider in its reasonable discretion;

(v) Purchaser shall be satisfied with the results of such due diligence inquiries as it deems necessary or convenient to conduct with respect to the Power Provider and Guarantor (including Power Provider's and Guarantor's credit condition), and any other matters that Purchaser reasonably deems appropriate;

(vi) Power Provider shall have obtained all (A) financing for the installation of such Solar Power Facility and (B) incentive credits for the operation of such Solar Power Facility, in each case, as Power Provider determines, in Power Provider's sole discretion, are acceptable;

(vii) The Purchaser shall have received executed copies of all agreements and applications that, in Power Provider's reasonable discretion, are required for Utility interconnection and Net Metering as a Customer Generator for the Solar Power Facilities, including without limitation, the Interconnection and Net Metering [we need a copy of this agreement] agreements and applications;

(viii) The representations and warranties of Power Provider set forth in this Agreement shall be true and correct in all material respects when made and as of the date that all other conditions precedent set forth in this Section 10 have been satisfied;

(ix) The Purchaser shall have received such certifications from Power Provider's officers and legal counsel as Purchaser may reasonably request with respect to the satisfaction of this Section;

(x) The Purchaser shall have received the fully executed Guaranty from Guarantor in form and substance satisfactory to Purchaser;

and

(xi) The representations and warranties of Power Provider set forth in this Agreement shall be true and correct in all material respects when made and as of the date that all other conditions precedent set forth in this Section 10 have been satisfied.

11. Billing and Payment.

(a) With respect to each Schedule, Power Provider shall provide Purchaser an invoice for Electric Power delivered to Purchaser pursuant to such Schedule during the previous calendar month and for any other charges due and payable to Power Provider under this Agreement. If the Acknowledgement Date for such Schedule occurs on a day other than the first day of a calendar month, Power Provider shall provide Purchaser an invoice for Electric Power delivered to Purchaser during the period between such Acknowledgement Date and the last day of the calendar month that includes the Acknowledgement Date.

(b) Without offset for any amount owed to or claimed to be owed by Power Provider, Purchaser shall pay each invoice within thirty (30) days after receipt thereof.

(c) Except as provided in Section 6(c), in the event Purchaser disputes any element of an invoice, written notice of any dispute with respect to any invoice shall be made within sixty (60) days after Purchaser's receipt of such invoice. If Purchaser fails to provide Power Provider with written notice of a dispute regarding an invoice within such sixty (60) day period, it shall thereafter be precluded from disputing said invoice except as provided in Section 6(c) or in cases of gross negligence or willful misconduct by Power Provider.

(d) If Purchaser shall fail to make any payment required by this Agreement when due, excluding disputed portions of invoices, the amount unpaid shall bear interest at the Interest Rate from the date first due until the obligation is discharged. If the due date of any payment falls on a Sunday or bank holiday, the next business day following the due date shall be the last day on which payment can be made without assessment of interest. All overpayments shall be retained by Power Provider and applied to the following month's invoice, and Power Provider shall promptly return all overpayments not so applied upon the termination or expiration of this Agreement.

12. Ownership of and Title to Solar Power Facilities and Other Property Rights.

(a) Notwithstanding any Solar Power Facility's presence on a Site and method of attachment thereto, Power Provider shall at all times retain title to and be the legal and beneficial owner of such Solar Power Facility and all alterations, additions or improvements made thereto and replacements thereof by Power Provider, and such Solar Power Facility shall remain the property of Power Provider or Power Provider's assigns. Power Provider shall be entitled to, and is hereby authorized to, file one or more precautionary financing statements or fixture filings in such jurisdictions as it deems appropriate with respect to any Solar Power Facility in order to protect its rights in such Solar Power Facility. Purchaser shall be entitled to file terminations of such financing statements and fixture filings in the event it exercises its purchase option in Section 24 hereof or in the event of termination of this Agreement. In no event shall anyone claiming by, through, or under Purchaser (including but not limited to any present or future mortgagee of a Site) have any rights in or to any Solar Power Facility at any time. Purchaser acknowledges and agrees that Power Provider may be required to grant or cause to be granted to a lender a security or ownership interest in any Solar Power Facility and Purchaser expressly disclaims and waives any rights it may have in such Solar Power Facility, at any time and from time to time, pursuant to this Agreement, at law or in equity.

(b) The parties specifically acknowledge and agree that Power Provider shall be the owner of each Solar Power Facility for federal income tax purposes, and in that connection, shall be entitled to the depreciation deductions associated with each Solar Power Facility as well as any tax credits or other tax benefits provided under the Code to which such owner of the Solar Power Facility may be entitled.

(c) Nothing in this Agreement shall be construed to convey to Purchaser a lease or other right to trademarks, copyrights, technology or other intellectual property of Power Provider.

(d) Notwithstanding any Solar Power Facility's presence on a Site and method of attachment thereto, Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to such Solar Power Facility or any interest therein. Purchaser also shall pay promptly before a fine or penalty may attach to any Solar Power Facility any taxes, charges or fees of whatever type of any relevant governmental authority for which Purchaser is responsible. If Purchaser breaches its obligations under this Section 12, it shall immediately notify Power Provider in writing, shall promptly cause such liens to be discharged and released of record without cost to Power Provider, and shall indemnify Power Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such liens or resulting from the enforcement of such liens.

(e) Notwithstanding any Solar Power Facility's presence on a Site and method of attachment thereto, Power Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanic's, labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to such Site or any personal or real property of Purchaser or any interest therein. Purchaser also shall pay promptly before a fine or penalty may attach to the Site or any personal or real property of Purchaser or any interest therein, any taxes, charges or fees of whatever type of any relevant governmental authority for which Power Provider is responsible. If Power Provider breaches its obligations under this Section 12, it shall immediately notify Purchaser in writing, shall promptly cause such liens to be discharged and released of record without cost to Purchaser, and shall indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such liens or resulting from the enforcement of such liens.

(f) Notwithstanding anything herein to the contrary, the provisions of subsection (a) through (d) of this Section are subject to Purchaser's purchase option under Section 24 of this Agreement.

13. Damage.

(a) If the Site shall be damaged by fire or other cause in a manner that materially interferes with Power Provider's ability to install, maintain or operate any Solar Power Facility (a "Casualty"), Purchaser shall diligently and as soon as practicable after such damage occurs (taking into account the time necessary to effect

a satisfactory settlement with any insurance company involved) repair such damage to the Site and restore the damaged portions of the Site (including those portions thereof reasonably necessary for the installation, maintenance and operation of each Solar Power Facility by Power Provider) to as near their condition prior to the Casualty as is reasonably practicable, subject to such modifications as may be reasonably required by the application of current building codes (the "Restoration"), at Purchaser's sole expense (but limited in cost to the amount received by Purchaser from insurance proceeds plus such additional amounts, if any, that Purchaser elects to pay for such Restoration). Within sixty (60) days following the date of such Casualty, Purchaser shall advise Power Provider of Purchaser's contractor's reasonable estimate of the time required to complete the Restoration. Unless otherwise agreed by the Parties, such Restoration shall not include repair to the Solar Power Facility. Notwithstanding the foregoing, in the event that such damage results from the gross negligence or willful misconduct of Power Provider or any of its Agents, contractors or sub-contractors or any of their respective employees, Power Provider shall promptly pay to Purchaser all costs and expenses of such repair and restoration. In addition, Purchaser shall have all rights available to it at law or equity.

(b) In the event, in the reasonable judgment of Power Provider, a Restoration will not or cannot be substantially completed within one hundred eighty (180) days following the date of the Casualty, or in the event the Casualty occurs during the last year of the Schedule Term and the time reasonably estimated for the Restoration exceeds ninety (90) days, then either Party may terminate the applicable Schedule by delivery of written notice to the other Party within thirty (30) days following the Casualty. If either Party terminates the applicable Schedule pursuant to this Section 13(b), such Party may request and each Party shall use best efforts to furnish an alternate Site or Sites for the installation of comparable Solar Power Facilities pursuant to a Schedule reasonably acceptable to the Parties.

(c) Notwithstanding anything herein to the contrary, Purchaser may, but shall not be required to, fund, , rebuild, replace, or repair any property owned by Power Provider, including, without limitation, any Solar Power Facility in which event Power Provider shall promptly reimburse Purchaser for all costs and expenses incurred in connection therewith Power Provider shall be solely responsible for and shall promptly repair, rebuild or replace any such property to the extent required to provide the Electric Power to Purchaser hereunder and to otherwise comply with this Agreement.

(d) If a Casualty occurs and the applicable Schedule is not terminated pursuant to Section 13(b), Purchaser shall use commercially diligent efforts to complete the Restoration within the time estimated therefore by Purchaser and its contractor and communicated to Power Provider (the "Estimated Restoration Period"). If Purchaser has not substantially completed the Restoration on or before the ninetieth (90th) day after the last day of the Estimated Restoration Period, which date is subject to extension of up to thirty (30) days for Force Majeure events (the "Outside Restoration Delivery Date"), Power Provider may thereafter, but prior to substantial completion of the Restoration, give written notice within ten (10) business days after the Outside Restoration Delivery Date to Purchaser of Power Provider's desire to terminate the applicable Schedule. If Purchaser has not substantially completed the Restoration within thirty (30) days after Purchaser's receipt of such notice, Power Provider shall have the right, in its sole discretion but without obligations, and without limiting any other remedies available to Power Provider in this Agreement, the applicable Schedule or at law or equity, to terminate this Agreement at any time thereafter, but prior to substantial completion of the Restoration. If Power Provider terminates the Agreement subject to Section 13(b) or 13(d), Power Provider may at its sole discretion but is not required to remove the Solar Power Facilities at its cost. If Power Provider fails to remove the Solar Power Facilities within sixty (60) days after the expiration of such period, the Solar Power Facilities shall be deemed abandoned by Power Provider, shall become the property of Purchaser, and Purchaser may retain or remove and dispose of the Solar Power Facilities as it determines in its sole judgment.

14. Assignment.

(a) Purchaser shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Power Provider, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Purchaser may assign this Agreement and its rights and obligations hereunder in connection with the sale or lease of the Site or the business operated by Purchaser at the Site, provided that the assignee is financially sound and capable of performing Purchaser's obligations under this Agreement, as determined by Power Provider, or to an Affiliate or subsidiary of Purchaser, in each case without

Power Provider's prior consent. Power Provider may assign any or all of its rights or obligations under this Agreement without Purchaser's consent, including without limitation to any Affiliate of Power Provider, and/or to any lender or lessor providing financing to Power Provider or any of Power Provider's Affiliates for the Solar Power Facility at the Site ("Lender/Lessor"); provided, that, Power Provider shall give notice to Purchaser of any such assignment as soon as practicable thereafter and provided further that Guarantor's Guaranty shall remain in full force and effect after any such assignment. If Power Provider collaterally assigns this Agreement or its rights hereunder to a Lender or Lessor, Purchaser shall execute any consents reasonably required by such Lender/Lessor in form and substance acceptable to Purchaser and Lender/Lessor to effect an assignment of the Agreement as collateral, If Power Provider assigns this Agreement to an entity other than a Lender/Lessor, such assignee shall be financially sound and capable of performing Power Provider's obligations under this Agreement, as reasonably determined by Purchaser, and an experienced owner/operator of solar electric systems. Any purported assignment made in violation of this Section 14(a) shall be deemed void.

(b) With respect to an assignment by Power Provider to a Lender/Lessor in accordance with Section 14(a), Purchaser and Power Provider acknowledge and agree that, upon receipt of written notice and direction by any Lender/Lessor of Power Provider that Power Provider is in default under its financing agreements with Lender/Lessor, and notwithstanding any instructions to the contrary by Power Provider, Purchaser shall (i) make any and all payments due and owing by Purchaser under this Agreement directly to Lender/Lessor, and (ii) tender performance of any and all other covenants by Purchaser under this Agreement to and for the benefit of Lender/Lessor and as the Lender/Lessor may direct in the future. Furthermore, if directed in writing by Lender/Lessor, Purchaser will recognize such Lender/Lessor, or any third party to whom such Lender/Lessor has reassigned the rights of Power Provider under this Agreement, as the proper and lawful provider of power under this Agreement and fully entitled to receive payments with respect thereto and possessing all other rights of the Power Provider hereunder so long as such Lender/Lessor (or its assignee or designee) performs the obligations of Power Provider hereunder. Purchaser shall be protected and shall incur no liability in acting or proceeding in good faith upon any such foregoing written notice and direction by Lender/Lessor which Purchaser shall in good faith believe to be genuine. Purchaser shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

(c) Purchaser shall use reasonable efforts to notify Lender/Lessor of a default by Power Provider under this Agreement; provided, however that a failure by Purchaser to notify Lender/Lessor shall not limit, delay or prevent the exercise by Purchaser of its rights and remedies hereunder with respect to such default. Lender/Lessor shall have the same amount of time as Power Provider, but at least ten (10) days with respect to any monetary default and at least thirty (30) days with respect to any non-monetary default, to cure any default by Power Provider under the Agreement; provided, that, in no event shall Lender/Lessor be obligated to cure any such default.

15. Confidentiality.

(a) Unless expressly approved by a Party or otherwise expressly permitted under this Agreement, the other Party shall not use, or permit others to use, such Party's or its Affiliates' name, brand or logo in any documentation, advertising or marketing materials or other public displays.

(b) It may be necessary for each Party to provide the other Party information necessary to permit performance of their respective obligations hereunder. The Parties agree that the terms of this Agreement and all information including cost estimates, financial and other information provided by the other Party, which is clearly marked as confidential or proprietary, will be held in strict confidence to the extent allowed by the State of New York, and upon the expiration or earlier termination of this Agreement, the Parties and their respective officers, employees, agents, advisors and representatives, will continue to hold such information in confidence and will promptly return such confidential documents provided by the other Party. The Parties' obligations to treat such information as confidential shall terminate at the expiration of five (5) years from the termination of this Agreement. Nothing in this Agreement shall limit either Party's use or disclosure of information which:

(i) is generally known or available on an unrestricted basis to the public or becomes so known or available on an unrestricted basis through no fault of the receiving Party;

(ii) is in the receiving Party's possession without restriction as to its use or disclosure prior to its receipt from the disclosing Party;

(iii) is acquired by the receiving Party on an unrestricted basis from any third party; provided; that, the disclosing Party does not know or have reason to know, or is not informed subsequent to disclosure by such third party and prior to disclosure by the disclosing Party, that such information was acquired under an obligation of confidentiality;

(iv) information that was developed by or for the receiving Party independently of and without reference to the information of the disclosing Party; or

(v) is required to be disclosed by any governmental authority, including the Securities and Exchange Commission, or court or administrative agency with appropriate jurisdiction in the circumstances; provided, that, at the expense of the Party that desires to maintain nondisclosure, the Party immediately affected by such a requirement will use reasonable commercial efforts to challenge such requirement or to secure a protective order limiting further or greater disclosure in the circumstances.

(c) The Parties agree that in the event a Party breaches its obligations under this Section 15, the non-breaching Party shall be entitled to such relief as may be available at law or equity.

16. Events of Default; Remedies.

(a) The occurrence of any of the following events shall constitute an "Event of Default":

(i) a Party's failure to make any payment required by this Agreement within ten (10) business days after receipt of written notice from the other Party that a payment which is due has not been received;

(ii) a Party's failure to observe and perform any other material obligation under this Agreement and continuance of such failure for a period of thirty (30) days after receipt of written notice specifying the nature of such default and demanding that it be remedied unless the nature of the default is such that it cannot reasonably be cured within 30 days in which case the defaulting Party shall have such additional time as is reasonably necessary to cure such default, not to exceed 60 days, so long as it is diligently pursuing such cure;

(iii) a Party's material breach of any License which is not cured within any applicable notice and cure period;

(iv) a Party's filing, or consent by answer or otherwise to the filing against a Party of, a petition for relief, reorganization, or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction;

(v) a Party's general assignment for the benefit of creditors or consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its properties;

(vi) a Party is adjudicated insolvent, liquidated, dissolved, or ceases doing business;

(vii) a court or other governmental authority of competent jurisdiction shall enter an order appointing a custodian, receiver or trustee, or an officer with similar powers, with respect to a Party or any substantial part of any of its properties; or an order for relief shall be entered in any case or proceeding for liquidation or reorganization, or otherwise to take advantage of any bankruptcy or insolvency law of any jurisdiction, relative to that Party or ordering the dissolution, winding-up or liquidation of the Party; or a petition for such relief is filed against a Party and not dismissed or stayed within sixty (60) calendar days; or

(viii) a Party's material representation made in this Agreement is not correct and true in any material respect, and such breach is not cured within thirty (30) days after receipt of notice from the non-defaulting Party.

(b) Upon the occurrence of an Event of Default (i) if the non-defaulting Party is Power Provider, Power Provider shall have the right to terminate this Agreement and (ii) if the non-defaulting Party is Purchaser, Purchaser shall have the right to (A) terminate each Schedule to which such Event of Default relates (in the case of an Event of Default arising from the occurrence of an event set forth in Section 16(a)(i)-(iii)), and (B) terminate this Agreement (in the case of an Event of Default arising from the occurrence of an event set forth in Sections 16(a)(iv)-(viii)), in each case upon written notice of such termination to the defaulting Party, and shall, irrespective of its exercise of such election to terminate, have any other remedies that may be available to it at law or in equity, subject only to the provisions of Section 17. For the avoidance of doubt, any termination of this Agreement shall be deemed a termination of each License and Schedule, and in the event there is only one Schedule to this Agreement, any termination of such Schedule shall be deemed a termination of this Agreement and License. If Purchaser is in default as a result of nonpayment of any amount due to the Power Provider, then in addition to any other remedy available to the Power Provider, Power Provider may sell Electric Power that would otherwise have been sold to Purchaser to the Utility or any other third party for the duration of the default and for a reasonable time thereafter to allow Power Provider to terminate delivery to the third party and to restore delivery to the Purchaser.

(c) If either Party terminates this Agreement as a result of an Event of Default by the other Party, Power Provider shall promptly remove all of the Solar Power Facilities in accordance with the terms of this Agreement regardless of their method of attachment.

(d) The Parties agree that if either Party terminates this Agreement as a result of an Event of Default by the other Party, the non-defaulting Party may pursue all remedies available to it at law or in equity.

(e) Upon the termination of a Schedule or the expiration of a Schedule Term, Power Provider shall remove from the applicable Site in accordance with the terms of this Agreement and no later than sixty(60) days after such expiration or termination the applicable Solar Power Facility(ies) (with the exception of mounting pads, other supporting structures and wiring and equipment located within roof and wall cavities and underground) that (i) are described in such expired or terminated Schedule and (ii) are not purchased by Purchaser upon such expiration or termination. Purchaser shall provide Power Provider with reasonable access to perform such removal.

17. Limitations of Liability.

Except as otherwise provided in this Agreement or if an express remedy or calculation of liability is provided in this Agreement, neither Party shall be liable for any special, incidental, consequential or punitive damages based on breach of contract, breach of warranty, negligence, tort or any other legal theory.

18. Force Majeure.

(a) Neither Party shall be deemed to be in breach of this Agreement and no Event of Default shall be deemed to occur under this Agreement to the extent that such Party's delay or failure in the performance of its obligations under this Agreement (other than the obligation to pay money) is due to an event of Force Majeure.

(b) The Party claiming an event of Force Majeure shall (i) give the other Party reasonably prompt written notice describing the particulars of the occurrence; (ii) suspend performance for no greater scope and no longer duration than is required by the event of Force Majeure; (iii) use its reasonable commercial efforts to remedy its inability to perform; and (iv) when able to resume performance of its obligations under this Agreement, give the other Party written notice to that effect.

19. Legal Effect of Contract.

(a) Without limiting the applicability of any other provision of the U.S. Bankruptcy Code as amended (the "Bankruptcy Code"), the Parties acknowledge and agree that (i) this Agreement constitutes a "forward contract" as defined in Section 101 (25) of the Bankruptcy Code, (ii) Purchaser and Power Provider are forward contract merchants, (iii) that the rights of the Parties under the termination provisions of this Agreement will constitute contractual rights to liquidate transactions hereunder, (iv) that any payment related thereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code, and (v) that the Parties are entitled to the rights under, and protections afforded by, Sections 362, 546, 556, and 560 of the Bankruptcy Code.

(b) The Parties acknowledge and agree that, for accounting or tax purposes, this Agreement is not and shall not be construed as a lease and, pursuant to Section 7701(e)(3) of the Code, this Agreement is and shall be deemed to be a service contract with respect to the sale to the Purchaser of electric energy produced at an alternative energy facility.

20. Indemnification; Insurance.

(a) Subject to Section 17, and to the extent allowed by law, each Party (each, an "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its employees, directors, officers, managers, members, shareholders, subsidiaries and agents (each, an "Indemnified Party") from, against and in respect of all liabilities, losses, lawsuits, penalties, claims, settlement payments, costs and expenses, interest, awards, judgments, damages, fines or demands (including the costs, expenses and reasonable attorneys' fees on account thereof) arising out of or related to the Indemnifying Party's (i) material breach of any covenant, obligation, representation, or warranty set forth in this Agreement and/or (ii) negligence or willful misconduct. In addition, Power Provider shall indemnify and hold Purchaser, and its employees, directors, officers, managers, members, shareholders, subsidiaries and agents harmless from and against all liabilities, losses, lawsuits, penalties, claims, settlement payments, costs and expenses, interest, awards, judgments, damages (including damage or destruction to real or personal property), death or injury, fines or demands (including Attorneys' Fees on account thereof) arising out of or related to (a) the performance of any of Power Provider's obligations hereunder or under the License, including without limitation, the installation, operation, maintenance, repair, replacement or removal of the Solar Power Facilities, (b) the Electric Power delivered under the Solar Services Agreement to the Point of Delivery and (c) the violation

by Power Provider of any Law applicable to Power Provider or the Solar Power Facilities excluding, in each case any claim to the extent caused by or attributable to its gross negligence or willful misconduct of any Purchaser Indemnatee or any breach by Purchaser of any of its obligations hereunder. An Indemnified Party shall notify the Indemnifying Party promptly of any written claims or demands against the Indemnified Party from a third party for which the Indemnifying Party is responsible hereunder. The foregoing indemnity shall be in addition to and not in lieu of any other indemnity obligations provided by law. The indemnity provided in this Section 20(a) also shall apply to the successors and permitted assigns of the Indemnified Party. This Section 20(a) shall survive the expiration or termination of this Agreement.

(b) Each Party shall maintain, at its sole expense, the insurance coverage set forth on the Schedules

21. Representations and Warranties.

(a) Each Party represents and warrants that it is, and during the term of this Agreement shall remain, duly organized, validly existing and in good standing under the laws of its state of organization.

(b) Each Party represents that it has the power and authority to execute and deliver this Agreement, perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) Each Party represents and warrants that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized by all necessary action.

(d) Each Party represents and warrants that this Agreement has been duly and validly executed and delivered and constitutes the valid, legal and binding obligation of such Party enforceable in accordance with its terms.

(e) Each Party represents and warrants that neither the execution and delivery of this Agreement by such Party nor compliance by such Party with any of the terms and provisions of this Agreement conflicts with, breaches or contravenes the provisions of such Party's organizational documents or any other applicable law or regulation.

(f) Each Party represents and warrants that, to such Party's knowledge, no approvals, contracts, agreements, authorizations, consents, ratifications, waivers, exceptions, exemptions and permits from any governmental body or other third party, other than those which have been previously obtained or disclosed in writing to the other Party or those described on the Schedule(s), is required in connection with the due authorization, execution and delivery of this Agreement by such Person or the performance of such Party of its obligations hereunder which such Party has reason to believe that it will be unable to obtain in due course.

(g) Each Party represents and warrants that it is not in violation of any applicable law or any judgment entered by any federal, state or local governmental authority, which violations or judgments, individually or in the aggregate, would reasonably be expected to have a material adverse effect on that Party's ability to perform its obligations under this Agreement or the transactions contemplated hereby.

(h) Each Party represents and warrants that there are no actions, suits, governmental investigations or inquiries, or proceedings pending, or to each Party's knowledge threatened, against it or any of its businesses that, if determined adversely to it, would reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement.

(i) Each Party represents and warrants that it is solvent and there are no bankruptcy, insolvency, reorganization, receivership or other arrangement proceedings pending or being contemplated by it or, to its knowledge, threatened against it.

(j) Except as previously disclosed to the other Party in writing, each Party represents and warrants that it is not a "foreign person" or (only with respect to Power Provider) "tax-exempt entity" (as such terms are

defined in Section 168(h) of the Code), and such Party will not assign, subcontract or otherwise transfer its rights under this Agreement to a “foreign person” or (only with respect to Power Provider), a “tax-exempt entity” as defined in Section 168(h) of the Code.

(k) Each Party represents and warrants that, to such Party’s knowledge, there are no facts, circumstances or other matters that may interfere with or delay the construction and installation of any Solar Power Facility, except as have been disclosed in writing to the other Party.

(l)

(m) Each Party represents and warrants that the execution, delivery and performance of this Agreement does not and will not during the term of this Agreement, violate, breach or conflict with any other agreement to which it is a party, including its agreements with creditors, lessors, mortgagees, other electric utilities, or energy suppliers.

(n) POWER PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING THE FOREGOING, POWER PROVIDER SHALL OBTAIN AND ENFORCE (IN ITS REASONABLE JUDGMENT) ALL EQUIPMENT, MANUFACTURER AND OTHER WARRANTIES WITH REPSECT TO THE SOLAR POWER FACILITY AND ALL PARTS AND COMPONENTS THEREOF AND SHALL ASSIGN THE SAME TO PURCHASER IN THE EVENT PURCHASER EXERCISES ITS RIGHT TO PURCHASE THE SOLAR POWER FACILITY HEREUNDER.

(o) PURCHASER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

22. Notices.

All notices, requests, demands, invoices or other communications given, delivered or made under this Agreement shall be in writing and will be delivered by personal delivery, registered or certified mail, in each case, return receipt requested and postage prepaid, or nationally recognized overnight courier, to the address for notices set forth on the signature pages hereto and, in the case of Purchaser, to the following:

For Purchaser:

For Power Provider:

A Party may change the address shown on its signature page hereto upon ten (10) days’ prior written notice given in accordance with this Section 22.

23. Purchaser's Option to Purchase; Closing of Purchase of Solar Power Facility.

A purchase of a Solar Power Facility by Purchaser pursuant to this Agreement shall close within sixty (60) days after the date on which Purchaser exercises its option to purchase such Solar Power Facility pursuant to this Section 24, Section 8(b) or any other applicable provisions of this Agreement. Purchaser shall pay to Power Provider an amount equal to the purchase price determined in accordance with this Agreement in cash at the closing. On the Power Provider's receipt of such purchase price, all right, title and interest to the purchased Solar Power Facility, all warranties applicable thereto, all licenses, permits and approvals with respect thereto (to the extent that the same are assignable), all plans, specifications, and drawings related thereto, and copies of all documents, notices and performance history related to the Solar Power Facility shall be transferred to Purchaser by Power Provider free and clear of all liens and encumbrances and claims of others, in "as-is, where-is" condition and Power Provider shall execute all documents, including a bill of sale and an assignment of applicable warranties, necessary to transfer all such right, title and interest to Purchaser free and clear of all liens, encumbrances and claims of others, on an as-is, where-is basis.

24. Miscellaneous.

(a) Amendments. Changes in, or additions to this Agreement or to any Schedule may only be by a writing executed by each of the Parties.

(b) Waivers. Any failure of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. No waiver of any provision of this Agreement shall be effective unless in writing signed by the waiving Party.

(c) Governing Law. This Agreement shall be deemed a contract made under the laws of Minnesota and, together with the rights and obligations of the parties hereunder, shall be construed under and governed by the laws of Minnesota without reference to its principles of conflicts of laws.

(d) Choice of Forum. Each Party irrevocably and unconditionally: (i) agrees that any suit, action, or other legal proceeding arising out of the Agreement shall be brought exclusively in the federal or state courts located in the District or County where the Solar Power Facilities are located; (ii) consents to the jurisdiction of any such court or arbitration panel in any such suit, action or proceeding; and (iii) waives any objection which such Party may have to the laying of venue of any such suit, action, or proceeding.

(e) Waiver of Jury Trial. The Parties hereby knowingly, voluntarily, and intentionally waive any rights they may have to a jury trial in respect of any litigation based hereon or arising out of, under, or in connection with this Agreement, or any course of conduct, course of dealing, statements (whether oral or written), or actions of the Parties with respect hereto.

(f) Entire Agreement. This Agreement consists of this Solar Services Agreement, each of the Schedules attached hereto from time to time and the final License Agreement executed by the Parties and substantially in the form of Annex A (Form of License). All Schedules shall be incorporated into this Agreement by reference and shall be deemed to be an integral part of this Agreement.

(g) Merger. This Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior agreements between the Parties with respect to the subject matter hereof.

(h) Severability. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

(i) Survival of Provisions. Any obligation of the Parties relating to monies owed, limitations on liability, indemnity and actions, and confidentiality, shall survive termination or expiration of this Agreement.

(j) Third Party Beneficiaries. Nothing in this Agreement shall provide any benefit to any third party (other than the Lender pursuant to Section 14(b)) or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

(k) No Partnership. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

(l) Interpretation. In this Agreement:

(i) The captions and Section headings used herein are for convenience and reference only and shall not have any effect on the construction of this Agreement;

(ii) All pronouns as used in this Agreement shall be deemed to refer to the singular, plural, masculine, feminine and neuter genders as the context requires or permits;

(iii) The terms “hereof,” “herein,” “hereto,” “hereunder” and words of similar or like import refer to this entire Agreement and not any particular Section, Schedule, Exhibit or other subdivision of this Agreement;

(iv) Unless otherwise provided, references to a particular “Section,” “Schedule” or “Annex” are references to that Article or Section of, or Schedule or Annex to, this Agreement;

(v) The words “include,” “includes” and “including” shall be deemed to be followed by “without limitation” or “but not limited to”;

(vi) All capitalized terms used but not defined in any Schedule shall have the meaning set forth in this Agreement;

(vii) Each Schedule will be deemed to incorporate all of the provisions of this Agreement; and

(viii) If a provision in a Schedule conflicts with a provision in this Agreement, the provision of this Agreement will prevail unless the Schedule specifically states that the provision in the Schedule will prevail.

(m) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute but one and the same agreement. Signatures transmitted electronically by .pdf or facsimile shall be binding for all purposes hereof.

(n) Joint Preparation. This Agreement has been negotiated by all Parties hereto with the assistance and input of their respective attorneys, and therefore no ambiguity herein shall be construed for or against any Party based upon the identity of the author of this Agreement or any portion hereof.

(o) Tax Matters. Notwithstanding any provision to the contrary under this Agreement, neither Purchaser nor any party related to Purchaser shall receive any financial benefit if the operating costs of the Solar Power Facilities are less than the standard of performance and/or operation set forth in this Agreement within the meaning of Section 7701(e)(4)(A)(iii) of the Code. The Parties acknowledge and agree that this Agreement is not and shall not be construed as a capital lease and, pursuant to Section 7701(e) (3) of the Internal Revenue Code, this Agreement is and shall be deemed to be a service contract with respect to the sale to the Purchaser of electric energy produced at an alternative energy facility.

(p) Article 2A Waiver. The Parties acknowledge and agree that this Agreement is not and shall not be construed as a lease under Article 2A of the Uniform Commercial Code (“UCC”) and this Agreement is and shall be deemed to be a service contract with respect to the sale to Purchaser of electric energy produced at an alternative energy facility. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THIS AGREEMENT IS CONSTRUED AS A LEASE UNDER ARTICLE 2A OF THE UCC, PURCHASER HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE AND POWER PROVIDER HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSOR BY ARTICLE 2A OF THE UCC.

(q) Binding Effect. The terms and provisions of this Agreement, and the respective rights, privileges, duties and obligations hereunder of each Party, shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

(r) Treatment of Additional Amounts. The Parties acknowledge and agree that any amounts payable by the Purchaser as a result of the Purchaser’s default shall constitute liquidated damages and not penalties. The Parties further acknowledge that in each case (i) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (ii) the amounts specified hereunder bear a reasonable proportion and are not plainly or grossly disproportionate to the probable loss likely to be incurred by the Power Provider as the case may be, and (iii) the Parties are sophisticated business parties and have been represented by sophisticated and able legal and financial counsel and negotiated this Agreement at arm’s length.

(s) No Recourse to Affiliates or Persons. Except for the Guaranty from Guarantor, this Agreement is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. Except with respect to Guarantor pursuant to the Guaranty, no Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

(t) Cooperation with Financing. Purchaser acknowledges that Power Provider may be financing the Solar Power Facilities and Purchaser agrees that it shall reasonably cooperate with Power Provider and its financing parties in connection with such financing, including (i) the furnishing of such information, (ii) the giving of such certificates, and (iii) and other matters as Power Provider and its financing parties may reasonably request; provided, that the foregoing undertaking shall not obligate Purchaser to incur any cost or expense, change any rights or benefits, or increase any burdens, liabilities or obligations of Purchaser, under this Agreement and any document to be executed by or on behalf of Purchaser shall be in form and substance mutually acceptable to Purchaser and Lender/Lessor.

(u) Estoppel. Either Party hereto, without charge, at any time and from time to time, within ten (10) business days after receipt of a written request by the other Party, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other Person specified by such requesting Party:

(i) That this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

(ii) Whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and

(iii) Such other information as may be reasonably requested by a Party hereto.

Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

(v) It is the intention of Power Provider to offer this same master services agreement to other public entities in New York and within the PJM grid.

IN WITNESS WHEREOF, the undersigned have each caused this Solar Services Agreement to be duly executed as of the date first above written.

PURCHASER: City of Roseville

POWER PROVIDER: **Sundial or Affiliate**, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address:
2660 Civic Center Dr
Roseville, MN 55113

Address:

EXHIBIT A

PV SYSTEM LOCATION AND SIZE

PV System Location: 2661 Civic Center Dr. Roseville, MN 55113

System Size: 300kw DC nameplate

Aerial Image with approximate location of Solar Facilities:



Exhibit B

Solar Facilities Energy Production

System Size: 300kw

Efficiency: 1,200kwh/kw

Estimated System Production: 360,000 in Year 1

Estimated energy production is based on published National Renewable Energy Labs (NREL) data for a Typical Meteorological Year (TMY) for this area. Production estimates are specific to this Facility and this site. Variations from TMY are to be expected for any given year.

Estimated Annual System Degradation: 0.5%

Year	Energy (kwh/yr)
Year 1	360,000
Year 2	358,200
Year 3	356,409
Year 4	354,627
Year 5	352,854
Year 6	351,090
Year 7	349,335
Year 8	347,589
Year 9	345,852
Year 10	344,123
Year 11	342,403
Year 12	340,691
Year 13	338,988
Year 14	337,294
Year 15	335,608
Year 16	333,930
Year 17	332,261
Year 18	330,600
Year 19	328,947
Year 20	327,303

Exhibit C

Power Purchase Agreement rate for energy delivered by Solar Facilities

Term: 20 years

Buyout Option: At FMV starting in Year 7.

Xcel Energy Average Blended rate for grid energy at this property: \$0.108/kwh

Xcel Energy Capacity Credit rate: \$5.15/kw per month = approximately \$0.055/kwh.

Combined Blended rate plus Capacity Credit: \$0.163/kwh

PPA rate base: Starts at \$0.140/kwh for Year 1

Estimated savings Year 1 (combined rate minus PPA rate): 21.3%

Annual Rate Escalation: Historic Xcel Energy: 3.35% / PPA: 2.75%

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Year	PPA Rate (\$/kwh)
1	0.14
2	0.143
3	0.147
4	0.151
5	0.156
6	0.16
7	0.164
8	0.169
9	0.173
10	0.178
11	0.183
12	0.188
13	0.193
14	0.199
15	0.204
16	0.21
17	0.216
18	0.222
19	0.228
20	0.234

Exhibit D

INSURANCE REQUIREMENTS

Power Provider Insurance: At all times relevant to this Agreement, Power Provider shall maintain (or shall cause its Contractors to maintain), with a company or companies licensed or qualified to do business in the State of Minnesota, workers' compensation insurance in compliance with appropriate federal and State laws, employers liability insurance with limit of not less than \$1,000,000 per accident or disease for each employee, and commercial general liability insurance, occurrence form, including, but not limited to, contractual coverage for all of the provisions of this Agreement, with limits of not less than \$2,000,000 per occurrence and in the aggregate, \$1,000,000 products and completed operations aggregate, and \$1,000,000 personal injury and advertising injury per offense.

In addition, Power Provider shall maintain (i) business automobile liability insurance covering all owned, rented, and non-owned vehicles used in connection with performing under this Agreement, with limits of not less than \$1,000,000 each accident for bodily injury and property damage; (ii) umbrella or excess liability insurance written on an occurrence basis and in an amount not less than \$4,000,000 per occurrence and \$4,000,000 in the annual aggregate, excess of the limits provided by commercial general liability and automobile insurance policies.

The coverage terms of the umbrella/excess policy must be at least as broad as the underlying commercial general liability and business automobile liability insurance policies; and (iii) professional liability (errors and omissions) insurance on an occurrence made basis and in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Power Provider's insurance policy shall be written on an occurrence basis. Host Customer shall be included as an additional insured under Power Provider's policies as its interest may appear. A cross liability clause shall be made part of the policy. Power Provider's insurer shall waive all rights of subrogation against Host Customer except in the case of negligence or willful misconduct. Power Provider shall furnish current certificates indicating that the insurance required under this Section is being maintained.

Purchaser Insurance: At all times relevant to this Agreement, Purchaser shall maintain, with a company or companies licensed or qualified to do business in the State of Minnesota, workers' compensation insurance in compliance with appropriate federal and State of Minnesota laws, employers liability insurance with limit of not less than \$1,000,000 per accident or disease for each employee, and commercial general liability insurance, occurrence form, including, but not limited to, contractual coverage for all of the provisions of this Agreement, with limits of not less than \$2,000,000 per occurrence and in the aggregate, \$2,000,000 products and completed operations aggregate; and \$1,000,000 personal injury and advertising injury per offense. The foregoing requirements can be satisfied through a combination of primary commercial general liability and umbrella and excess insurance policies.

Purchaser shall specifically insure Solar Facilities located on their property against all damage, theft, vandalism, fire or other comprehensive loss and list the full replacement value of Solar Facilities as a line item in said policy. Comprehensive coverage may fall under the Purchaser's general property insurance. However, Power Provider must be named as additional insured and certificate of same provided to Power Provider. This insurance shall remain in force for the full term of this Agreement.

License Agreement Number _____ Execution Date: _____ Jurisdiction (State): Minnesota Utility: _____

SOLAR POWER FACILITY SITE LICENSE AGREEMENT

This Solar Power Facility Site License Agreement (the “License”) is made and entered into as of the Execution Date set forth above (the “Execution Date”), between, The City of Roseville, A MN Municipal corporation (“Licensor”), and SSA Solar of MN, LLC, a Minnesota limited liability company (“Licensee”).

BACKGROUND

Licensor and Licensee are parties to that certain Master Solar Services Agreement (Solar Services Agreement) dated the Execution Date (as it may be amended from time to time, the “Solar Services Agreement”), pursuant to which Licensee shall install one or more Solar Power Facilities (as defined below) at the Site (as defined below). Pursuant to the Solar Services Agreement, Licensor desires to purchase from Licensee and Licensee desires to sell to Licensor the entire energy output of each Solar Power Facility. In furtherance of the purposes set forth in the Solar Services Agreement, Licensor and Licensee are entering into this License to provide for the license of a portion of the Site to Licensee for purposes of Licensee installing, maintaining and operating one or more Solar Power Facilities at the Site.

OPERATIVE TERMS

In consideration of the mutual covenants and agreements set forth in this License and the Solar Services Agreement and intending to be legally bound hereby, Licensor and Licensee agree as follows:

ARTICLE 1 **DEFINITIONS**

Any terms capitalized but not defined in this License shall have the meanings ascribed to such terms in the Solar Services Agreement. For the purposes of this License, the following terms shall have the following meanings:

- A. “Affiliate” means, when used in reference to a specified Person, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the specified Person.
- B. “Attorneys’ Fees” means reasonable attorneys’ and court fees and costs incurred by a party, including attorneys’ and court fees and cost for trial and appellate proceedings.
- C. “License Fee” has the meaning set forth in Article 3.
- D. “Casualty” has the meaning set forth in Article 9.
- E. “Execution Date” has the meaning set forth in the introductory paragraph of this License.
- F. “Force Majeure” means events or circumstances, whether foreseen or unforeseen, beyond the reasonable control and not the fault of a non-performing Party, including (i) acts of God, (ii)

sabotage, riots or civil disturbances, strikes or similar labor difficulties, (iii) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide, sink hole or similar occurrence, (iv) war or acts of terrorism affecting the Site, (v) change of law imposing material regulatory burden or prohibition upon either Party, (vi) adverse weather conditions not reasonably anticipated and in excess of normal patterns for the local geographical area, (vii), requirement by Federal or State statute or regulation that a Solar Power Facility discontinue operation for any reason, (viii) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, (xi) any other action by any governmental authority which prevents or prohibits the Parties from carrying out their respective obligations under this License; provided, however, “Force Majeure” shall not include economic hardship or inability to obtain financing by either Party. “Force Majeure” shall include federal or state regulations or orders that require Licensor to discontinue operation of the Solar Power Facility located on the Premises.

G. “Indemnified Party” has the meaning set forth in Article 8.1.

H. “Indemnifying Party” has the meaning set forth in Article 8.1.

I. “Laws” means all laws, ordinances, and regulations applicable to the Site, the Premises, or any Solar Power Facility now or hereafter enacted by any Federal, state, or local governmental or quasi-governmental body.

J. “Lender” has the meaning set forth in Article 11.1.

K. “Parties” means Licensor and Licensee.

L. “Party” means Licensor or Licensee.

M. “Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

N. “Premises” has the meaning set forth in Article 2.1.

O. “Security Instrument” has the meaning set forth in Article 13.1.

P. “Site” has the meaning set forth in Article 2.1.

Q. “Solar Power Facilities” or “Solar Power Facility” means collectively or individually one or more electricity grid-connected photovoltaic, solar power plants and other equipment and facilities to be constructed, installed and maintained by Licensee pursuant to this License or the Solar Services Agreement.

R. “Term” has the meaning set forth in Article 2.4.

S. “Waived Party” has the meaning set forth in Article 7.2.

T. “Waiving Party” has the meaning set forth in Article 7.2.

ARTICLE 2 **GRANT; TERM**

2.1 License. In consideration of the mutual covenants and agreements set forth in this License and the Solar Services Agreement, Licensors hereby grants to Licensee an exclusive license during the Term to occupy and use those premises described and/or shown on the attached Exhibit A, which is incorporated herein and made a part hereof by this reference (the “Premises”). The Premises are located on that certain parcel of real property owned by Licensors and more particularly described on Exhibit B, which is incorporated herein and made a part hereof by this reference (the “Site”). LICENSOR RESERVES FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS THE RIGHT TO USE THE PREMISES FOR ANY PURPOSE WHATSOEVER THAT DOES NOT UNREASONABLY INTERFERE WITH LICENSEE’S USE OF THE PREMISES FOR THE PURPOSES FOR WHICH THIS LICENSE IS GRANTED. LICENSOR AGREES THAT ANY USE OF THE PREMISES BY IT THAT RESULTS IN A REDUCTION OF INSOLATION OR ELECTRIC POWER GENERATION IS AN UNREASONABLE INTERFERENCE WITH LICENSEE’S USE OF THE PREMISES.

2.2 Grant of Easement and Other Rights. In further consideration of the mutual covenants and agreements set forth in this License and the Solar Services Agreement, Licensors hereby grants to Licensee, for no additional consideration and for the entire Term (as defined below), a non-exclusive easement and rights of access over those portions of the Site and any adjacent property owned or controlled by Licensors, to construct, install, operate, maintain, repair, replace, inspect and remove the Solar Power Facilities as the Parties mutually agree are necessary in connection with Licensee’s performance of its obligations and enforcement of its rights under the Solar Services Agreement or this License and for no other purpose. Access to the Site(s) by Licensee shall be only upon reasonable prior notice to Licensors (except in the case of an emergency, in which case no prior notice is required), subject to Licensors’s reasonable safety and security policies and procedures in effect from time to time, and during all reasonable times. The Parties shall execute such other mutually acceptable grants, licenses, deeds or customary documents as may be legally required to enable Licensee to record such rights, privileges, rights-of-way and easements. Each Party shall be responsible for its own costs and expenses, including recording fees, associated with the documentation and recordation of such rights, privileges, rights-of-way and easements.

2.3. Exercise of Rights. Licensee shall use commercially reasonable efforts in the exercise of its rights under the License or the Solar Services Agreement not to obstruct, limit or otherwise disturb or interfere with Licensors’s access to, use of, or operations on the Site. In the event Licensors notifies Licensee that any activities of Licensee violate the foregoing covenant, Licensee shall promptly take all reasonable action, at its sole expense, to remove and cure such violation. Licensors acknowledges and agrees that , IF PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS AND THE TERMS OF THIS LICENSE AND THE SOLAR SERVICES AGREEMENT, the design, plan and location for the installation of the Solar Power Facilities and the exercise by Licensee of industry standard procedures and practices in constructing, installing, operating, maintaining, repairing, replacing, inspecting and removing the Solar Power Facilities does not obstruct, limit or otherwise disturb or interfere with Licensors’s access to, use of, or operations on the Site.

2.4 Signage. Subject to applicable Laws and to Licensors’s reasonable approval as to location, size, configuration, content, material, and method of installation, Licensors hereby grants to Licensee a license during the Term to display reasonable signage in one (1) location for purposes of marketing and identifying Licensee (a) on the Site, during construction and installation of any Solar Power Facility thereon, and (b) on any building or other improvements on which a Solar Power Facility is located.

2.5 Term. The term of this License (the “Term”) shall commence on the Execution Date and, unless sooner terminated pursuant to the Solar Services Agreement, expire on the last day of the

Schedule Term (as defined in the Solar Services Agreement) applicable to the Site, it being acknowledged and agreed that, with respect to any Site, and notwithstanding anything in this License or under applicable Laws to the contrary, (a) the Term of this License shall be coterminous with the Schedule Term applicable to such Site under the Solar Services Agreement, and (b) Licensor shall have the right to terminate this License or all of the rights granted hereunder prior to the expiration or termination of the applicable Schedule Term in accordance with the Solar Services Agreement.

ARTICLE 3

LICENSE FEE

In addition to the mutual agreements, covenants, and other consideration set forth in the Solar Services Agreement, Licensee shall pay, as license fee ("License Fee") for the entire Term, the amount of \$100.00, the receipt and sufficiency of which License Fee, as consideration, is hereby acknowledged and agreed to by Licensor and Licensee.

ARTICLE 4

MAINTENANCE AND REPAIR

Licensor shall repair and maintain, in good repair and in conformity with Laws (except for any compliance issues attributable to Licensee's particular use of the Premises), those portions of the Site that are necessary for Licensee's installation, maintenance, repair, and operation of the Premises and the Solar Power Facilities located thereon, which portions may include the utility lines and connections, foundation, exterior walls, structural elements, and roof of the Site or any building on which the Premises or any Solar Power Facility is located. Licensee shall have the obligations set forth in the Solar Services Agreement with respect to the maintenance and repair of the Solar Power Facilities located on the Premises.

ARTICLE 5

SURRENDER OF PREMISES

At the end of the Term, and notwithstanding anything in this License or applicable Laws to the contrary, Licensee's surrender and removal obligations shall be governed by Section 8 of the Solar Services Agreement. If Licensee fails to surrender the Premises in accordance with Section 8 of the Solar Services Agreement: (a) Licensee's holding over in possession of the Premises shall be construed to be on a month-to-month basis; and (b) as Licensor's sole and exclusive remedy for such holdover (without limiting Licensor's right to seek repossession of the Premises), Licensee shall pay to Licensor 125% of the then current License Fee for the entire holdover period PLUS LICENSOR'S ACTUAL REASONABLE LOSSES INCURRED AS A RESULT OF SUCH HOLDOVER and after Licensor has provided Licensee with written notice that possession is construed as a holdover status.

ARTICLE 6

QUIET ENJOYMENT

Licensor covenants that, so long as Licensee performs its agreements and is otherwise not in default hereunder or under the Solar Services Agreement, Licensee shall have the right to quietly enjoy and use the Premises and Licensee's easement and license rights granted in this License throughout the Term, subject to the provisions hereof. Licensor represents and warrants to, and covenants with, Licensee that: (a) Licensor owns fee simple title to the Premises and that the Premises shall be free from any and all liens, claims, and encumbrances that materially interfere with Licensee's intended use and enjoyment of the Premises or Licensee's other rights hereunder; (b) Licensor shall pay all sums due under, and keep in

good standing, all mortgages encumbering the Premises; and (c) Licensor has the power and authority to execute and deliver this License and to perform all covenants to be performed by Licensor hereunder.

Licensee represents and warrants to, and covenants with, Licensor that: (a) Licensee owns fee simple title to the Solar Power Facilities and that the Solar Power Facilities shall be free from any and all liens, claims, and encumbrances that materially interfere with Licensee's operation and Licensor's intended use and enjoyment of the Solar Power Facilities or Licensor's other rights hereunder or under the Solar Services Agreement; (b) Licensee shall pay all sums due under, and keep in good standing, all mortgages encumbering the Solar Power Facilities; and (c) Licensee has the power and authority to execute and deliver this License and to perform all covenants to be performed by Licensee hereunder. Licensor acknowledges that Licensee may finance the Solar Power Facilities with a sale leaseback structure and agrees that said financing will not violate Licensee's representation, warrant and covenant that it owns fee simple title to the Solar Power Facilities.

ARTICLE 7 **INSURANCE**

7.1 Insurance Obligations. Licensor and Licensee shall each maintain, during the Term, the insurance coverages required in the Solar Services Agreement.

ARTICLE 8 **INDEMNIFICATION**

8.1 Indemnification. Subject to Article 8.2 below, each Party (each, an "Indemnifying Party") shall indemnify the other Party, its employees, directors, officers, managers, members, shareholders, subsidiaries and agents (each, an "Indemnified Party") against all liabilities, losses, lawsuits, penalties, claims, settlement payments, costs and expenses, interest, awards, judgments, damages, fines or demands (including the Attorneys' Fees on account thereof) arising out of or related to the Indemnifying Party's (a) material breach of any covenant, obligation, representation, or warranty set forth in this License and/or (b) gross negligence or willful misconduct. In addition, Licensee shall indemnify and hold Licensor, and its employees, directors, officers, managers, members, shareholders, subsidiaries and agents harmless from and against all liabilities, losses, lawsuits, penalties, claims, settlement payments, costs and expenses, interest, awards, judgments, damages (including damage or destruction to real or personal property), death or injury, fines or demands (including Attorneys' Fees on account thereof) arising out of or related to (a) the performance of any of Power Provider's obligations hereunder or under the License, including without limitation, the installation, operation, maintenance, repair, replacement or removal of the Solar Power Facilities, (b) the Electric Power delivered under the Solar Services Agreement to the Point of Delivery and (c) the violation by Power Provider of any Law applicable to Power Provider or the Solar Power Facilities excluding, in each case any claim to the extent caused by or attributable to its gross negligence or willful misconduct of any Purchaser Indemnitee or any breach by Purchaser of any of its obligations hereunder. An Indemnified Party shall notify the Indemnifying Party promptly of any written claims or demands against the Indemnified Party from a third party for which the Indemnifying Party is responsible hereunder. The foregoing indemnity shall be in addition to and not in lieu of any other indemnity obligations provided by law. The indemnity provided in this Article 8 also shall apply to the successors and permitted assigns of the Indemnified Party. This Article 8 shall survive the termination of this License.

8.2 Limitation on Liability. Except as otherwise provided in this License, neither Party shall be liable for any special, incidental, consequential or punitive damages based on breach of contract, breach of warranty, negligence, tort or any other legal theory.

ARTICLE 9

CASUALTY

If the Premises or Site shall be damaged by fire or other cause in a manner that materially interferes with Licensee's ability to install, maintain or operate any Solar Power Facility (a "Casualty"), the terms and conditions of Section 13 of the Solar Services Agreement shall govern the Parties' rights and obligations with respect to such Casualty, and the Parties waive the benefit of any Law that provides Licensor or Licensee with any rights inconsistent with those set forth in this Article 9 and Section 13 of the Solar Services Agreement.

ARTICLE 10

SELF-HELP

If Licensor fails to observe, perform, or comply with any of its maintenance and repair or other material obligations under this License or the Solar Services Agreement, and (a) such failure renders any portion of the Premises unable to be licensed or materially interferes with Licensee's ability to install, maintain, use or operate the Premises or Solar Power Facilities and such failure is not cured within a reasonable period of time after receipt of written notice from Licensee, or (b) in the case of an emergency (as determined by Licensee in its reasonable discretion), Licensee, upon written notice to Licensor but without any opportunity to cure by Licensor, may cure any such failure. In such case, all reasonable direct expenses incurred by Licensee in curing Licensor's failure shall be due and payable from Licensor to Licensee within thirty (30) days after delivery of written notice to Licensor of the amount of such expenses. Any due but unpaid sums shall bear interest from the date due at fifteen percent (15%) per annum until fully paid.

If Licensee fails to observe, perform, or comply with any of its maintenance and repair or other material obligations under this License or the Solar Services Agreement, and (a) such failure threatens to cause injury or death to person or damage or destruction to any real or personal property, or materially interferes with Licensee's ability to use or operate the Site or Solar Power Facilities and such failure is not cured within a reasonable period of time after receipt of written notice from Licensor, or (b) in the case of an emergency (as determined by Licensor in its reasonable discretion), Licensor, upon written notice to Licensee but without any opportunity to cure by Licensee, may cure any such failure. In such case, all reasonable direct expenses incurred by Licensor in curing Licensee's failure shall be due and payable from Licensee to Licensor within thirty (30) days after delivery of written notice to Licensee of the amount of such expenses. Any due but unpaid sums shall bear interest from the date due at fifteen percent (15%) per annum until fully paid.

ARTICLE 11

ASSIGNMENT; SUBLICENSE

11.1 Assignment or Sublicense. Licensee may assign this License or any right hereunder in connection with the sublicense of all but not part of the Premises, without Licensor's consent, to any Affiliate of Licensee, and/or to any lender providing financing to Licensee or any of Licensee's Affiliates for the Solar Power Facility ("Lender"); provided, Licensee shall give notice to Licensor of any such assignment as soon as practicable thereafter. Licensee may not assign or sublicense any right hereunder to any other person or entity without the prior written consent of Licensor not to be unreasonably withheld. If Licensee assigns this License or its rights hereunder to a Lender, Licensor shall execute any consents reasonably required by such Lender and in form reasonably acceptable to Licensor.

11.2 Lender Rights. With respect to an assignment by Licensee to a Lender in accordance with Article 11.1, Licensor and Licensee acknowledge and agree that, upon receipt of written notice and

direction by any Lender of Licensee that Licensee is in default under its financing agreements with Lender, and notwithstanding any instructions to the contrary by Licensee, Licensors shall (i) make any and all payments due and owing by Licensors under this License directly to Lender, and (ii) tender performance of any and all other covenants by Licensors under this License to and for the benefit of Lender and as the Lender may direct in the future. Furthermore, if directed in writing by Lender, Licensors will recognize such Lender, or any third party to whom such Lender has reassigned the rights of Licensee under this License as permitted hereby, as the proper and lawful "Licensee" under this License and fully entitled to receive the rights with respect thereto and possessing all other rights of the Licensee hereunder so long as such Lender (or its assignee or designee) performs the obligations of Licensee hereunder. Licensors shall be protected and shall incur no liability in acting or proceeding in good faith upon any such foregoing written notice and direction by Lender that Licensors shall in good faith believe (a) to be genuine and (b) a copy of which to have been delivered to Licensee. Licensors shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

ARTICLE 12 **WAIVER**

The failure of a Party to insist, in any one or more instances, upon strict performance of any covenants or agreements of this License, or to exercise any option of such Party herein contained, shall not be construed as a waiver or relinquishment of any right or remedy of such Party hereunder and shall not be deemed a waiver of any subsequent breach or default by the other Party of the covenants or conditions herein. No waiver by a Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

ARTICLE 13 **SUBORDINATION AND NONDISTURBANCE; ESTOPPEL CERTIFICATE**

13.1 Subordination. Subject to the conditions in Article 13.2 below, (a) all rights and interests of Licensee and any Lender hereunder are and shall be and remain subject and subordinate to all mortgages, trust deeds, ground leases or licenses, or security instruments (each of which shall be referred to herein as a "Security Instrument"), heretofore or hereafter given and encumbering the Site, or any part thereof, and to all renewals, modifications, consolidations, replacements, and extensions of any such Security Instrument none of which shall attach to or include the Solar Power Facilities as collateral. If the holder of a Security Instrument or any Person agreeing to make a loan secured by a Security Instrument on the Site shall require confirmation of any subordination for which provision is herein made or a separate subordination agreement with respect to any transaction, Licensee shall execute such confirmation or subordination agreement in a form reasonably acceptable to Licensee, subject to Article 13.2 below. In the event any proceedings are brought for foreclosure of, or in the event of the exercise of any power of sale under, any Security Instrument, Licensee shall attorn to the Security Instrument holder or purchaser upon any such foreclosure or sale and recognize such holder or purchaser as the Licensors under this License.

13.2 Nondisturbance. Notwithstanding the provisions of Article 13.1, Licensee's subordination and attornment agreements in this Article 13 with respect to any Security Instrument are expressly conditioned on Licensee's receipt of a nondisturbance agreement (a "Nondisturbance Agreement") in form and substance reasonably acceptable to Licensee, which Nondisturbance Agreement shall provide that, during the Term and so long as this License is in effect, Licensee's rights to peaceful occupation and possession of the Premises in accordance with the provisions of this License, and all of Licensee's rights and privileges in this License, shall not be disturbed during the Term.

13.3 Estoppel Certificates. Either Party shall provide to the other, within ten (10) business days of written request from the requesting Party, an estoppel certificate in form reasonably satisfactory to both Parties certifying that this License is unmodified and in full force and effect or that this License is in full force and effect as modified, with the modifications being stated. Such estoppel certificates shall also state (a) the amount of monthly license fees, the date to which such fees have been paid in advance, and the amount of any security deposit or prepaid license fees, if any, (b) that the Party requesting the estoppel certificate is not in default under the License, or if such Party is in default, the specific nature of such default, and (c) any other factual matters as may be reasonably requested by the requesting Party.

ARTICLE 14

TAXES AND ASSESSMENTS

Licensor shall pay all ad valorem or other real property taxes or assessments levied or assessed against the Premises before they become delinquent. Licensee shall pay all ad valorem or other personal property taxes or assessments levied or assessed against the Solar Power Facilities and any of Licensee's other personal property, including trade fixtures, located on the Premises before they become delinquent.

ARTICLE 15

OWNERSHIP OF AND TITLE TO SOLAR FACILITIES

15.1 Ownership of Solar Power Facilities. Notwithstanding any Solar Power Facility's presence on the Premises or Site and method of attachment thereto, Licensee shall at all times retain title to and be the legal and beneficial owner of such Solar Power Facility and all alterations, additions or improvements made thereto and replacements thereof by Licensee, and such Solar Power Facility shall remain the property of Licensee or Licensee's assigns. Licensee shall be entitled to, and is hereby authorized to, file one or more precautionary financing statements or fixture filings in such jurisdictions as it deems appropriate with respect to any Solar Power Facility in order to protect its rights in such Solar Power Facility. In no event shall anyone claiming by, through, or under Licensor (including to any present or future mortgagee of the Site) have any rights in or to any Solar Power Facility at any time. Licensor acknowledges and agrees that Licensee may be required to grant or cause to be granted to a lender a security interest in any Solar Power Facility and Licensor expressly disclaims and waives any rights it may have in such Solar Power Facility, at any time and from time to time, pursuant to this License, at law or in equity. The provisions of this section are subject to the rights of Licensor pursuant to the Solar Services Agreement to purchase the Solar Power Facilities and termination of this License and the Solar Services Agreement.

15.2 Tax Purposes. The Parties specifically acknowledge and agree that Licensee shall be the owner of each Solar Power Facility for federal and state income tax purposes, and in that connection, shall be entitled to the depreciation deductions associated with each Solar Power Facility as well as any tax credits or other tax benefits to which such owner may be entitled.

15.3 Liens. Notwithstanding any Solar Power Facility's presence on the Site and method of attachment thereto, Licensor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to such Solar Power Facility or any interest therein. Licensor also shall pay promptly before a fine or penalty may attach to any Solar Power Facility any taxes, charges or fees of whatever type of any relevant governmental authority for which Licensor is responsible. If Licensor breaches its obligations under this Article 15.3, it shall immediately notify Licensee in writing, shall promptly cause such liens to be discharged and released of record without cost to Licensee, and shall indemnify Licensee against all costs and expenses (including Attorneys' Fees) incurred in discharging

and releasing such liens or resulting from the enforcement of such liens. Notwithstanding any Solar Power Facility's presence on the Site and method of attachment thereto, Licensee shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to such Site, including the Premises, or any interest therein. Licensee also shall pay promptly before a fine or penalty may attach to any Site, including the Premises, any taxes, charges or fees of whatever type of any relevant governmental authority for which Licensee is responsible. If Licensee breaches its obligations under this Article 15.3, it shall immediately notify Licensor in writing, shall promptly cause such liens to be discharged and released of record without cost to Licensor, and shall indemnify Licensor against all costs and expenses (including Attorneys' Fees) incurred in discharging and releasing such liens or resulting from the enforcement of such liens.

ARTICLE 16

NOTICES

All notices, requests, demands, invoices or other communications given, delivered or made under this License shall be in writing and will be delivered by personal delivery, registered or certified mail, in each case, return receipt requested and postage prepaid, or nationally recognized overnight courier, to the address for notices set forth on the signature pages hereto and, in the case of Licensor, to the following:
, Attn: . Such notice shall be deemed received upon receipt as indicated by the date on the signed receipt. A Party may change the address shown on its signature page hereto upon ten (10) days' prior written notice given in accordance with this paragraph.

ARTICLE 17

MISCELLANEOUS

17.1 Amendments. Changes in or additions to this License may only be by a writing executed by each of the Parties.

17.2 Waivers. Any failure of any Party to enforce any of the provisions of this License or to require compliance with any of its terms at any time during the pendency of this License shall in no way affect the validity of this License, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. No waiver of any provision of this License shall be effective unless in writing signed by the waiving Party.

17.3 Governing Law. This License shall be deemed a contract made under the laws of the State in which the Site is located and, together with the rights and obligations of the Parties hereunder, shall be construed under and governed by the laws of such State without reference to its principles of conflicts of laws.

17.4 Choice of Forum. Each Party irrevocably and unconditionally: (a) agrees that any suit, action, or other legal proceeding arising out of the License shall be brought in the federal or state courts located in the jurisdiction in which the Site is located; (b) consents to the jurisdiction of any such court or arbitration panel in any such suit, action or proceeding; and (c) waives any objection which such Party may have to the laying of venue of any such suit, action, or proceeding.

17.5 Waiver of Jury Trial. The Parties hereby knowingly, voluntarily, and intentionally waive any rights they may have to a jury trial in respect of any litigation based hereon or arising out of, under, or in connection with this License, or any course of conduct, course of dealing, statements (whether oral or written), or actions of the Parties with respect hereto.

17.6 Merger. This License, along with the Solar Services Agreement, constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the Parties with respect to the subject matter hereof.

17.7 Severability. The invalidity or unenforceability of any provision of this License shall in no way affect the validity or enforceability of any other provision.

17.8 Survival of Provisions. Any obligation of the Parties relating to monies owed, limitations on liability, indemnity and actions, and confidentiality, shall survive termination or expiration of this License.

17.9 Third Party Beneficiaries. Nothing in this License shall provide any benefit to any third party (other than the Lender) or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this License shall not be construed as a third party beneficiary contract.

17.10 No Partnership. This License is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

17.11 Interpretation. In this License:

A. The captions and Article headings used herein are for convenience and reference only and shall not have any effect on the construction of this License;

B. All pronouns as used in this License shall be deemed to refer to the singular, plural, masculine, feminine and neuter genders as the context requires or permits;

C. The terms “hereof,” “herein,” “hereto,” “hereunder” and words of similar or like import refer to this entire License and not any particular Article, Exhibit or other subdivision of this License;

D. Unless otherwise provided, references to a particular “Article,” or “Exhibit” are references to that Article or Exhibit of this License;

E. The words “include,” “includes” and “including” shall be deemed to be followed by “without limitation” or “but not limited to”; and

F. All capitalized terms used but not defined in any Schedule shall have the meaning set forth in this License.

17.12 Counterparts. This License may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute but one and the same agreement. Signatures transmitted electronically by .pdf or facsimile shall be binding for all purposes hereof.

17.13 Joint Preparation. This License has been negotiated by all Parties hereto with the assistance and input of their respective attorneys, and therefore no ambiguity herein shall be construed for or against any Party based upon the identity of the author of this License or any portion hereof.

17.14 Licensor's Lien Waiver. Licensor hereby waives any and all contractual, statutory or common law lien rights, for unpaid license fees or otherwise, on Licensee's equipment or other personal property, including any Solar Power Facility(ies). Without limiting the self-executing nature of the foregoing, Licensor agrees to execute and deliver such waiver documentation as may be reasonably required or requested by Licensee in connection with the waiver described in this paragraph. Licensee hereby waives any and all contractual, statutory or common law lien rights, for unpaid license fees or otherwise, on the Site, including the Premises, or on any of Licensor's equipment or other real or personal property. Without limiting the self-executing nature of the foregoing, Licensee agrees to execute and deliver such waiver documentation as may be reasonably required or requested by Licensor in connection with the waiver described in this paragraph.

17.15 Time of Essence. Time is of the essence of this License.

17.16 Force Majeure. Neither Party shall be deemed to be in breach of this License and no default shall be deemed to occur under this License to the extent that such Party's delay or failure in the performance of its obligations under this License (other than the obligation to pay money) is due to an event of Force Majeure. The Party claiming an event of Force Majeure shall (a) give the other Party reasonably prompt written notice describing the particulars of the occurrence; (b) suspend performance for no greater scope and no longer duration than is required by the event of Force Majeure; (c) use its reasonable commercial efforts to remedy its inability to perform; and (d) when able to resume performance of its obligations under this License, give the other Party written notice to that effect.

17.17 Memorandum or Short Form of License. Upon request by Licensor or Licensee, the other Party shall execute a Memorandum of this License in the form of Exhibit C attached hereto and made a part hereof by this reference, which Memorandum of this License shall be recorded by the requesting Party in the public records at the requesting Party's expense.

[Signature Page to Follow]

[Signature Page to Solar Power Facility Site License Agreement]

IN WITNESS WHEREOF, the Parties have executed this License on the day and year first above mentioned.

Witnesses:

Licensor:

The City of Roseville

Printed Name: _____

By: _____

Name: _____

Title: _____

Printed Name: _____

Address: _____

Licensee:

SSA Solar of MN, LLC

Printed Name: _____

By: _____

Name: _____

Title: _____

Printed Name: _____

Address: _____

EXHIBIT A

PREMISES

EXHIBIT B

LEGAL DESCRIPTION OF SITES

[TO BE ATTACHED]

EXHIBIT C

MEMORANDUM OF LICENSE

[TO BE ATTACHED- LOCAL COUNSEL]

EXHIBIT A

PV SYSTEM LOCATION AND SIZE

PV System Location: 2661 Civic Center Dr. Roseville, MN 55113

System Size: 300kw DC nameplate

Aerial Image with approximate location of Solar Facilities:



Roseville Public Works, Environment and Transportation Commission

Agenda Item

Date: January 26, 2016

Item No: 7

Item Description: Recycling RFP Discussion

Background:

The City's current contract with Eureka Recycling for city wide recycling services expires at the end of 2016. The City must now request proposals from recycling contractors for services beyond 2016.

Staff has been working with Ramsey County to update the Request for Proposals (RFP) that was distributed in 2013 and ultimately resulted in the City awarding a three year contract with Eureka Recycling.

Attached is the proposed RFP for services beyond 2016 (currently proposed as a 5 year term), as well as the RFP from 2013. Also attached is the current contract with Eureka Recycling.

There are several items we will discuss related to the RFP, some of which include:

- Should the City own the carts or should the contractor own the carts? Currently Eureka owns the carts under our contract. There is a memo from Ramsey County's consultant, Foth Infrastructure and Environment, with some background on this item
- How should we handle recycling in parks?
- We are proposing to stay with every other week service.
- Organics Collection: We are simply asking for a proposal from the contractor on how this could be done. It is very likely we will not be able to offer organics collection initially, but would negotiate a collection later in the contract term.

The RFP is scheduled to be released in March. Staff plans to present the RFP to the City Council on February 22 for their consideration.

Recommended Action:

Receive presentation, discuss RFP and make recommendations to the City Council.

Attachments:

- A: 2013 Request of Proposal
- B: Eureka Recycling Contract
- C: Proposed Request for Proposal
- D: Foth Memo on Cart Ownership



Specifications and Request For Proposal for Comprehensive Recycling Service

July 3, 2013

Proposal accepted until 4:00 p.m. CDT
Wednesday, July 31, 2013

Roseville City Hall
2660 Civic Center Drive
Roseville, MN 55113

**Request For Proposals
City Recycling Services**

City of Roseville, Minnesota

The City of Roseville is requesting proposals for comprehensive recycling services to all residential, single-family households and multi-unit households within the

**City of Roseville
For
January 1, 2014 to December 31, 2016
Or Alternate Proposal
January 1, 2014 to December 31, 2018**

Contractor must submit proposals for both a three-year and a five-year scenario. The proposals shall be made in accordance with the Specifications and must be submitted to the City by:

**4:00 p.m. CDT
Wednesday, July 31, 2013**

The proposals shall be made on forms identical in content to those contained in the Specifications. All completed forms shall be submitted to:

**Kari Collins, Administrative Assistant
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113**

Questions and request for packets should be directed to:

Kari Collins, Administrative Assistant
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
(651) 792-7023

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CITY OF ROSEVILLE
SPECIFICATIONS FOR COMPREHENSIVE RECYCLING SERVICES
TO ALL RESIDENTIAL SINGLE-FAMILY HOUSEHOLDS
AND MULTI-FAMILY HOUSEHOLDS

1. INTRODUCTION

The City of Roseville, Minnesota seeks to enter into a new recycling contract with a company that has the resources and ability to provide comprehensive residential recycling services for the entire City. Those services include collection, processing, marketing and public education.

Among the goals of the City are to maximize the fullest recovery possible of recyclables from all residents in the City, to market materials so they achieve their highest and best use, to achieve the most cost-effective solution, and to encourage innovation.

Roseville residents have identified a city-wide goal to be an environmentally healthy community. And residents have identified various community values that environmental programs such as recycling should incorporate.

Those community values are:

- Collection – which includes Clean and quiet; Impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, More materials picked up – particularly plastics, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, multi-family dwelling recycling
- Outreach – which includes Voluntary expansion to businesses, effective Frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, outreach to low participating communities, outreach using electronic communications
- Environmental Benefits – which includes Experience with Zero Waste events, reduced carbon footprint, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and MRF locations

These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied.

These specifications define the service standards, specifications and proposal requirements of the Comprehensive Recycling Program for the City of Roseville.

For the purpose of these specifications, the City of Roseville has identified 9,611 Residential Dwelling Units, defined as single-family households, duplexes, triplexes, four-plexes and townhomes. These units will be serviced as Residential Dwelling Units (RDU), as specified herein. The City has identified 6,076 Multi-family Dwelling Units (MDU) as detailed in Exhibit B, defined as units in 5 or more unit buildings or mobile home parks. These units will be serviced as multi-units, as specified herein.

2. CONTRACTOR SELECTION PROCESS AND SCHEDULE

To the best of its ability, the City will use the following process and schedule for its decision-making:

Event	Date/Time
RFP Issued	July 3, 2013
Mandatory Pre-proposal Meeting	July 16, 2013
Questions Regarding RFP to be Submitted	July 19 at 4:00 p.m.
References Submitted	July 19 at 4:00 p.m.
Notification of Intent Submitted	July 19 at 4:00 p.m.
Answers to Questions Issued	July 24 by 4:00 p.m.
Proposals Due	July 31 at 4:00 p.m.
Interviews of Finalists	Week of August 12
Council Meeting to Authorize Contract Negotiations	August 26, 2013

These dates are subject to change as the City deems necessary.

- 2.01.** All contact by prospective Contractors and their agents about the City's RFP and procurement decision-making must only be made with the City's designated contact person, Kari Collins. Prospective Contractors are encouraged to contact Ms. Collins with questions or requests for more information.
- 2.02.** Contractors are required to attend the pre-proposal meeting at 1:00 p.m. CDT on July 16 at Roseville City Hall. Proposals from Contractors that do not attend the meeting will not be considered.
- 2.03.** Questions, requests for clarification or requests for information about this RFP or process not answered at the pre-proposal meeting must be submitted by 4 p.m. CDT, Friday, July 19, 2013, in writing (preferably by email) to:

Kari Collins
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
kari.collins@ci.roseville.mn.us

All questions and requests for more information and the City's responses will be summarized in writing and emailed to all parties that have submitted an Intent to Propose. Responses will be emailed by 4:00 p.m. CDT July 24, 2013.

- 2.04.** Prospective Contractors interested in responding to this RFP shall notify the City in writing of their interest and submit a list of references by 4:00 p.m. CDT, Friday, July 19, 2013, in writing (preferably by email) to:

Kari Collins
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
kari.collins@ci.roseville.mn.us

Notifications shall include the vendor's name and address, as well as a contact person's name and title, phone number and email address.

References shall include the name, phone number and email address of a contact person from at least five cities. Proposers may submit up to ten references (See evaluation criteria). References will be asked to complete a survey rating the proposer's service.

- 2.05.** All proposals must be sealed and delivered to the Administration Department Office at City Hall no later than 4:00 p.m. CDT, Wednesday, July 31, 2013, to be considered eligible. See Section 10 for details on how to submit a proposal.
- 2.06.** The City will form a proposal review committee to review and analyze the details of the qualified submitted proposals (See "Evaluation Criteria" section of this RFP). Finalists will be invited to interviews with the review committee to be held the week of August 12, 2013. Following the interviews the committee will recommend a top Contractor to the City Council.
- 2.07.** Upon direction from the City Council, City staff will negotiate terms of the agreement with the top-ranked Contractor. If negotiations with

top-ranked Contractor are not successful, the City may then initiate negotiations with second ranked Contractor, and so on.

2.08. Once a draft contract has been successfully negotiated, City staff will present recommended contract to the City Council. The City Council may then award the contract and authorize staff to execute it.

2.09. The new recycling contract will commence on January 1, 2014.

3. BACKGROUND AND HISTORY

Roseville has contracted for curbside recycling of single-family homes, duplexes, triplexes and four-plexes since July 1987. The program was once a month collection from July 1987 – July 1988, twice a month collection from August 1988 – December 1998, every other week collection from January 1999 – April 2006, and weekly collection since then.

The program began with collection of old newspaper (ONP) and aluminum cans. Over the years it has expanded to collect old magazines (OMG), old corrugated containers (OCC), household office paper and mail, boxboard (OBB), phone books, carrier stock cardboard, aseptic packaging, glass bottles and jars, steel food cans, PET and HDPE plastic bottles, pizza boxes, and clothing and textiles.

In 1999 Roseville switched from source separated where residents sort their recycling into seven different categories to a two-sort system. The previous program was source separated and picked up the first and third weeks of the month. In 2007 Roseville switched to weekly collection.

Participation rates were between 56 and 71 percent. However, in the past five years the participation rate has been between 74 and 82 percent. Recycling tonnages were fairly constant around 2,900 tons collected annually.

Multi-family complexes were added to the program in 2003. Currently there are 97 buildings with a total of 6,076 units in the program. All new buildings are required to join the program.

4. DEFINITIONS

4.01 Aluminum cans

Disposable containers fabricated primarily of aluminum, commonly used for soda, beer, juice, water or other beverages.

4.02 American Metal Market (AMM)

Industry publication containing prices for secondary scrap metals.

4.03 Aseptic Packaging and Milk Cartons

Containers designed to maintain the sterility of a sterile (aseptic) product such as food. (e.g. gable-top milk cartons, juice boxes and aseptic packaging used for soup, broth, soy milk, etc.) Aseptic packages are typically a mix of paper (70%), polyethylene (LDPE) (24%), and aluminum (6%), with a tight polyethylene inside layer.

4.04 Carrier Stock

Paper injected with resins in order to resist moisture and used for containers to carry products such as beer and soda pop.

4.05 City's annual recycling public education flyer

The Contractor will be responsible for providing an annual public education flyer to be sent to all residents that contains the following recycling information:

- List of materials to be included for recycling
- List of materials excluded that cannot be recycled in the City's program
- How to prepare materials
- How to receive additional information about the program

The flyer shall be delivered to homes no later than January 31 of each year.

4.06 City's designated contact person

The City has designated Administrative Assistant Kari Collins as the City's sole point of contact for prospective Contractors.

4.07 City-designated recyclables, or Recyclable materials, or Recyclables

The following recyclable materials: bottles and cans including aluminum cans; clean aluminum foil; steel cans; glass jars and bottles; plastic food and beverage containers, pails, and trays with any of the resin identification codes #1-#7 (excluding black plastic and Styrofoam); aseptic packaging, paper products including newspapers; magazines; boxboard; phone books; household office paper and mail; carrier stock cardboard; and corrugated cardboard (including boxes for delivery and take out pizzas); and clothes and linens as defined herein this RFP. The City encourages the Contractor to explore markets for additional types of recyclable material. Materials may be added to this list as part of Contractors proposal or by mutual written agreement between the City and the Contractor.

4.08 Clothes and Textiles

Towels, sheets, blankets, curtains, tablecloths, rags, and clothes including: belts, coats, hats, gloves, shoes and boots that are dry, clean and free of mold, mildew and excessive stains.

4.09 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.

4.10 Commodity

Any individual material, including specific industrial grade, as defined by this Agreement.

4.11 Contractor

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

4.12 Corrugated cardboard (OCC)

Cardboard material with double wall construction and corrugated separation between walls including boxes for delivery and take out pizzas. Does not include plastic, waxed or other coated cardboard.

4.13 Curbside

The area of public right of way between the property line and the curb or edge of the street, but not on the street.

4.14 Curbside recycling carts

Wheeled carts used as part of a single-stream collection system. Carts shall be consistent in colors and design with a recycling symbol that is at least 4" tall on two sides and approved instruction label on each lid, so as to be easily identified by the resident/customer and the Contractor Driver as the container for recyclable materials collection.

4.15 Curbside recycling service

The recycling collection service, together with related public education and other customer services, specified within this RFP utilizing curbside recycling pickup.

4.16 Glass jars and bottles

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

4.17 HDPE - Colored

Plastic bottles and thermoforms made from high density polyethylene resin with pigment or coloring (e.g., laundry detergent and automatic dishwasher soap bottles).

4.18 HDPE – Natural

Plastic bottles and thermoforms made from high density polyethylene resin without pigment or coloring (e.g., milk jugs, gallon water jugs, and ice cream pails).

4.19 Market demand

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

4.20 Market Indicator

Commodity price indices as per specified recycling industry publication or actual prices paid by specified end-market company.

4.21 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 reclaimers.

4.22 Materials Recovery Facility (MRF)

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.

4.23 Multiple family dwellings (MFD)

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

4.24 Multiple family dwelling (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 MFDs prior to collection. Such recycling containers must be separate, explicitly labeled with text and graphics as to recyclables included, and colored differently from other containers for mixed solid waste or trash. Recycling containers must be maintained in proper operating condition and be reasonably clean and sanitary.

4.25 Multiple family dwelling (MFD) recycling service

Recycling collection service, together with related public education and other customer services, provided to MFD residents that utilize MFD recycling containers as specified in 4.24 and use MFD recycling stations as specified in 4.26.

4.26 Multiple family dwelling (MFD) recycling stations

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

4.27 Non targeted materials

Non-recyclable 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, coated paper packaging, etc.

4.28 Official Board Markets (OBM)

Industry publication containing prices for secondary fiber or recovered paper in the form of the OBM "Yellow Sheet."

4.29 Organics

Organic materials derived from plant and animal matter including non-recyclable paper that is collected for composting.

4.30 Paper

Paper includes the following: newspapers including inserts (ONP); household office paper and mail; boxboard; carrier stock cardboard; old corrugated cardboard (OCC) including boxes for delivery and take out pizzas; phone books; kraft bags; and magazines/catalogs (OMG).

4.31 Participation Rate

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

4.32 Plastic containers

Rigid plastic containers; lids; and toy and electronic packaging – excluding black plastic, with a resin identification code of: #1 (PET, PETE); #2 (HDPE); #3 (PVC); #4 (LDPE); #5 (PP); #6 (PS) excluding Styrofoam; or #7 (other).

4.33 PET

Plastic bottles made from polyethylene terephthalate (e.g. soft drink, water and other bottles).

4.34 Process residuals

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

4.35 Processing

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

4.36 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.

4.37 Processing Fee

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

4.38 Recycled Content Products

Products or goods, including roadbed or other aggregate products that are openly marketed and have positive value. Recycled content products do not include use of any commodity for use at landfills.

4.39 Set-Out Rate

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

4.40 Single-Family Dwelling (SFD)

A building containing up to four dwelling units.

4.41 Steel cans

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

4.42 Walk-Up Service

A service where the driver will walk up to the resident's garage door, stoop or other designated spot to collect recyclable material for loading onto the truck. The driver then returns the bins/carts to the same location. The City will compile a list of seniors, disabled and/or special needs residents who request such service.

4.43 Waste

Any delivered recyclable material that is deemed by the processor to be unable to be marketed into recycled content products. Typical "waste" in this context includes pumps on plastic bottles, ceramic material in glass streams, coated paper packaging, etc.

4.44 Zero Waste Events

Public events where organizers plan to minimize the amount of waste generated. Then they work to recycle or compost as much as possible of the waste generated.

5. GENERAL REQUIREMENTS FOR ALL COLLECTIONS

5.01. Contractor Service Requirements

The Contractor agrees to provide comprehensive recycling services described herein and as described in the Proposal. Collection shall occur weekly on the day of the week designated in Exhibit A “Garbage and Recycling Collection Zones” map. Contractor may submit an alternate bid for bi-weekly collection.

5.02. Collection Vehicle Equipment Requirements

All vehicles must be clearly identified on both sides with Contractor’s name and telephone number. In addition, all Collection vehicles used in performance of the Contract shall:

- Be duly licensed and inspected by the State of Minnesota;
- Operate within the weight allowed by Federal and Minnesota Statutes and local road weight limits;
- Be Minnesota Department of Transportation (DOT)-compliant at all times;
- Be kept clean and as free from offensive odors as possible.

Each Collection vehicle shall be equipped with the following:

1. Two-way communications device
2. First aid kit
3. All safety equipment required by the Federal, State of Minnesota, and local governing bodies, including federal and state Departments of Transportation
4. Appropriate equipment for cleaning up spills and/or leaks
5. Receptacle for driver’s cigarette or cigar butts, tobacco ashes and chewing tobacco residue.

5.03. Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement. The Contractor will provide a Route Supervisor to oversee the recycling route drivers servicing the City. The Route Supervisor will be available to address customer complaints by cell phone or voice mail

at minimum 6 hours per day. The Contractor shall have on duty Monday through Friday from 7:00 a.m. to 5:00 p.m. a dispatch customer service representative to receive customer calls and route issues. The Contractor shall provide a 24 hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

Contractor's personnel will 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.

Contractor shall provide copies of all internal corporate policies and procedures regarding program operation management that ensure that all personnel will adhere to the appropriate personnel conduct including, but not limited to, the following requirements:

1. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
2. Perform their duties in accordance with all existing laws, ordinances, and regulations; and future amendments thereto of the Federal, State of Minnesota, and local governing bodies, including federal and state Departments of Transportation.
3. Be clean and presentable in appearance, as so far as possible.
4. Wear a uniform and employee identification badge or name tag.
5. Drive in a safe and considerate manner.
6. Manage containers in a careful manner, by picking them up, emptying their contents into the collection vehicle, and placing – not throwing or sliding – the container back in its curbside location so as to avoid spillage and littering or damage to the container.
7. Monitor for any spillage and be responsible for cleaning up any litter or breakage.
8. Avoid damage to property.
9. Only discard cigarette or cigar butts and tobacco ash in a proper receptacle on the collection vehicle.
10. Not smoke while inside garages, multifamily complexes or other enclosed buildings.

5.04. Recycling Containers

Contractor must submit proposals for options in which the vendor owns the carts **and** in which the City owns the carts. Please see Attachment E.

The standard cart approximate dimensions shall be:
36-gallon cart 36" height x 18.5" wide x 23.5" deep
64-gallon cart 39" height x 25" wide x 31" deep
96-gallon cart 41" height x 30" wide x 36" deep

Cart surface shall be smooth for ease in cleaning. Carts shall be consistent in colors and design with a recycling symbol that is at least 4" tall on two sides and approved lid, so as to be easily identified by the resident/customer and the Contractor Driver as the container for recyclable materials collection. The City shall approve the cart, color and labeling prior to manufacture.

The Driver is required to record and report to Contractor Dispatch the location of any cart that is damaged and that cart shall be repaired or replaced by the Contractor or designated subcontractor within one week of the report of damage.

Damaged or unusable carts must be recycled. All costs incurred in recycling carts shall be the responsibility of the Contractor, at no additional cost to the City. The Contractor will provide documentation showing the City where the carts were recycled.

Multiple Family Dwellings (Option One Vendor-Owned Carts)

The Contractor or designated subcontractor shall purchase, own, ship, assemble, deliver, store/inventory, maintain and distribute 96-gallon carts (and cardboard dumpsters where requested) for all Multiple Family Dwellings as specified in definition 4.23 in sufficient quantity to adequately contain the materials between weekly collections, to be placed in recycling stations as specified in definition 4.26. The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory for both the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Ongoing cart distribution shall be done on a weekly basis.

Proposers must clearly specify their proposed single-sort cart manufacturer.

Multiple Family Dwellings (Option Two City-Owned Carts)

The Contractor or designated subcontractor shall work with the City to procure 96-gallon carts for use in the single stream collection program. The carts will become the property of the City of Roseville at the end of the contract period for use in the next contract cycle.

The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory that will be purchased by the City. The Contractor shall service and repair carts to meet supply and demand needs for the entire term of the contract. The Contractor or designated subcontractor shall ship, assemble, deliver, store/inventory, maintain and distribute the carts (and Contractor-owned cardboard dumpsters where requested) for all Multiple Family Dwellings as specified in definition 4.23 in sufficient quantity to adequately contain the materials between weekly collections, to be placed in recycling stations as specified in definition 4.24. The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory for both the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Ongoing cart distribution shall be done on a weekly basis.

Proposers must clearly specify their proposed single-sort cart manufacturer.

Curbside Single Stream (Option One Vendor-Owned Carts)

The Contractor or designated subcontractor shall purchase, own, ship, assemble, deliver, store/inventory, maintain and distribute 64-gallon carts. The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory for both the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Ongoing cart distribution shall be done on a weekly basis.

The contractor shall service and repair carts to meet supply and demand needs for the entire term of the contract.

Proposers must clearly specify their proposed single-sort cart manufacturer.

Thirty-two and ninety-six gallon carts of similar design shall be provided to residents who request a different level of service. Additional carts will be provided at no extra charge to residents who request them.

Curbside Single Stream (Option Two City-Owned Carts)

The Contractor or designated subcontractor shall work with the City to procure 64-gallon carts for use in the single stream collection program. The carts will become the property of the City of Roseville at the end of the contract period for use in the next contract cycle.

The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory that will be purchased by the City. The contractor shall service and repair carts to meet supply and demand needs for the entire term of the contract.

Proposers must clearly specify their proposed single-sort cart manufacturer.

Thirty-two and ninety-six gallon carts of similar design shall be provided to residents who request a different level of service. Additional carts will be provided at no extra charge to residents who request them.

The Contractor shall be responsible for preparing a comprehensive cart rollout plan and schedule for the initial cart distribution. The Contractor will work with the City to create the educational material for distribution to customers. This educational material and its distribution may meet the annual mailing requirements detailed in 6.05.

At a minimum, the plan must have the following items:

1. Single stream system instructional brochure for customers (which must be approved by the City before printing).
2. Single stream system instructions (text and images) for the City's website and newsletters.
3. Final cart, label and logo specifications (including details of cart color, lid color, and draft content of any label instructions) to be proposed by the Contractor and approved by the City.
4. Cart order quantity (including specified overage to have in stock as excess inventory).
5. Contractor's plan for cart roll-out to customers, including start and end dates.

Cart rollout shall be completed December 27, 2013. The Contractor or designated subcontractor shall provide initial distribution of single stream carts to customers, whether carts are owned by the City or the Contractor.

5.05. Collection

Multiple Family Dwellings

Contractor will use containers as specified in 4.24. They shall be located in multiple family dwelling recycling stations as specified in 4.26.

Contractor shall empty all acceptable materials from inside the containers and acceptable materials that may be set adjacent to the containers. After emptying the containers, the Contractor shall return the containers to their appropriate locations.

Multiple Family Dwellings shall receive service once a week unless a difference service frequency is agreed to by the City and the Contractor. The City does not regulate the day of the week Multiple Family Dwellings shall receive service. Contractor shall inform the City and each dwelling owner or manager the day and approximate time the dwelling is scheduled to receive service and if there are to be any changes in the schedule.

Curbside Single Stream

Recycling carts shall be placed at curbside on collection day, placing cart with the handle toward the house and the lid opening toward street. The Contractor shall collect from each participation household all acceptable materials that have been prepared according publicized procedures. The Driver is required to place the emptied cart back down in the same curbside location as set by the resident. In no case is the cart to be left in the street.

Residents may place oversized items such as flattened cardboard boxes next to the bin. Residents may place additional material for recycling in a container or paper grocery bags next to the bin. The container shall be clearly labeled as material for recycling. The driver shall place a tag on the cart with instructions on how the resident may obtain a larger or second cart.

Free walk-up service as specified in 4.42 shall be provided for all customers who request it.

The Contractor must conduct at least once per quarter, or as agreed upon by the City and the Contractor, curbside recycling cart checks. Areas for cart checks must rotate between each recycling zone. The Contractor shall audit the contents of carts from at least 25 households and leave education tags if any Non-Targeted Materials are found in the bins. A log shall be kept of all resident addresses where education tags were left and the addresses shall be included in the annual report to the City.

Organics

Roseville has held four Zero Waste events each year at which organic material was collected for composting:

- Living Smarter Home and Garden Fair, 3rd Saturday in February

- Earth Day Celebration, 3rd Saturday in April
- Run for the Roses, 4th Saturday in June
- Wild Rice Festival, 2nd Saturday in September

Previously Roseville staff and volunteers monitored the collection stations during the events and gathered the organic material, and the Contractor delivered the organic material to a composting facility.

As part of their Value Added Plan, Proposers are encouraged to describe their experience conducting Zero Waste events.

Proposers are also encouraged to address in their Value Added Plan their potential for curbside collection of organics. As part of its Solid Waste Master Plan, Ramsey County is requiring cities offer residents the opportunity to recycle organic materials by the end of 2016.

5.06. 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 setout requirements. Such information shall be included in the annual public education flyer as detailed in 4.05.

5.07. Procedure for Unacceptable Recyclables

If Contractor determines that a resident has set out unacceptable recyclables, the driver shall use the following procedures:

Curbside

Contractor shall leave the unacceptable recyclables and leave an "education tag" indicating acceptable materials and the proper method of preparation (**Note: a copy of the tag is to be included with the proposal**).

If the unacceptable recyclables have been tipped into the collection truck, the driver shall record the address of the stop. The Contractor shall send a letter to the resident noting the unacceptable recyclables and providing information on what are accepted recyclables.

The address shall be recorded on a form acceptable to the City. Contractor shall report the addresses to the City Recycling Coordinator at the end of each month (**Note: a copy of the form is to be included with the proposal**).

Upon request, the City Recycling Coordinator will undertake efforts to educate the resident or owner regarding proper materials preparation.

Multiple Family Dwellings

Contaminated carts of material will not be collected and a tag will be left indicating the reason the material is unacceptable. The Contractor shall also notify the City Recycling Coordinator by phone that the material was left and the reason that the material was unacceptable. It will be the responsibility of the Contractor to obtain cooperation from the building owner/manager in removal of trash and separation of acceptable materials so that the carts can be serviced.

5.08 Collection Zones

By Ordinance the City of Roseville is divided into five zones, each with its own day of the week for collection of refuse and recycling as detailed in Exhibit A. The number of housing units in each collection zone is detailed in Exhibit B.

5.09. Collection Hours

Contractor shall maintain sufficient equipment and personnel to assure that all collection operations commence no earlier than 7 a.m. and are completed by 6:00 p.m. on the scheduled collection day.

5.10. Cleanup Responsibilities

Contractor shall adequately clean up any materials spilled or blown during the course of collection and/or hauling operations. Any unacceptable materials left behind should be secured within resident's recycling container. Driver shall take all precautions possible to prevent littering of unacceptable recyclables. Contractor shall have no responsibility to remove any items that are not recyclable materials and have been properly dealt with as specified in 5.07.

5.11. Missed Collection Policy & Procedures

Contractor shall have a duty to pick up missed collections. Contractor agrees to pick up all missed collections on the same day that the Contractor receives notice of a missed collection, provided

notice is received by 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, Contractor agrees to pick up that missed collection before 6:00 p.m. on the business day immediately following.

Contractor shall provide staffing of a telephone-equipped office to receive missed collection complaints between the hours of 7:00 a.m.- 5:00 p.m. on weekdays, except holidays, and on Saturdays during weeks in which a holiday has delayed pickup in the Friday zone until Saturday. The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. Contractor shall keep a log of all calls, including the subject matter, the date and time received, the Contractor's response, and the date and time of response. This information shall be provided to the City in the annual report.

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

If Contractor determines that the collection of recyclables will not be completed by 6:00 p.m. on the scheduled collection day, Contractor shall notify the City Recycling Coordinator by 4:00 p.m., and request an extension of the collection hours. Contractor shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion. If the Recycling Coordinator cannot be reached, the Contractor will request the Public Works Director. If the Public Works Director cannot be reached, the Contractor shall contact the City Manager.

5.13. Severe Weather

Recycling collections may be postponed due to severe weather at the sole discretion of the Contractor. "Severe Weather" shall include, but shall not be limited to, those cases where the temperature at 6:00 a.m. is -20 degrees F or colder. Upon postponement, Collector shall immediately notify the City, put notice on the Contractor's website, alert the news media and use other means to contact residents. The City will be responsible for notifying the residents by municipal cable TV, email notification and any other means identified by the City. Collection will be made the following business day.

5.14. Holidays

Holidays means any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the City and 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 in that day's zone and subsequent days' zones will be collected one day later, with Friday being collected on Saturday. When the holiday falls on a Sunday, the subsequent Monday shall be considered a holiday unless the Contractor notifies the City before January 1 of that year that it will not consider that Monday a holiday.

The Contractor shall assist the City in publicizing the yearly calendar including alternate collection days.

5.15. Weighing of Loads

Contractor will keep accurate records consisting of the date, time, collection route, driver's identification, vehicle number, tare weight, gross weight, net weight, and number of recycling stops for each loaded vehicle. Collection vehicles will be weighed empty before collection to obtain a tare weight and weighed after completion of a route or at the end of the day, whichever occurs first. These records shall be maintained on file by the contractor for at least three years in the event of an audit by the City or County.

5.16. Ownership

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

5.17. Scavenging Prohibited

Any person or persons taking recyclable materials from a recycling container without explicit permission of the inhabitant of a residential dwelling unit or the owner or manager of a Multi Family Complex will be in violation of local ordinance (City Code 403.03) and subject to penalty. The Contractor shall report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection containers.

Contractor will immediately report all witnessed scavenging to Roseville's Police dispatch at 651-767-0640.

5.18. Utilities

The Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations, under the executed contract, he/she shall repair or replace same, or failing to do so promptly, the City shall cause repairs or replacement to be made and the cost of doing so shall be deducted from payment to be made to the Contractor.

5.19. Damage To Property

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. The Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or recycling bins/carts, which are damaged by the Contractor. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within 48 hours with property of the same or equivalent value at the time of the damage.

If the Contractor fails to address the repair or replacement damaged property within 48 hours, the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonably incurred expenses. The Contractor shall reimburse the City for any such expenses within 30 days of receipt of the City's invoice.

5.20. Street Improvements

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

5.21 Municipal Facilities

Contractor will provide free weekly recycling service to:

1. City Hall – 2660 Civic Center Drive
2. Roseville Skating Center – 2661 Civic Center Drive
3. Public Works Maintenance Facility – 1140 Woodhill Drive
4. Fire Station One – 2701 Lexington Avenue
5. Cedarholm Golf Course – 2395 Hamline Avenue
6. Harriet Alexander Nature Center/Wildlife Rehabilitation Center – 2520 Dale Street
7. Evergreen Park Concession stand (in season) – 1810 County Road B
8. Owasso Ballfields Concession stand (in season) – 2659 Victoria Avenue
9. Acorn Park (in season) – 286 County Road C
10. Central Park, Victoria Ballfields (in season) – 2490 Victoria Avenue
11. Central Park, Victoria West (in season) – 2495 Victoria Avenue
12. Central Park, Lexington (in season) – 2540 Lexington Avenue
13. Other mutually agreed upon City facilities.

Contractor will provide on-call recycling service to:

1. License Center – 2737 Lexington Avenue
2. Fire Station Two – 2501 Fairview Avenue (currently not in service)

Contractor will provide carts or other mutually agreed upon containers to facilitate that service.

5.22. Existing Bins, Lids and Wheel Kits

If the City accepts the Contractor's single-stream proposal, the existing bins at residential properties become property of the homeowner. Contractor shall coordinate with the City a one-time drop off event for unwanted bins.

6. ANNUAL REPORTING AND PROMOTIONAL ACTIVITIES

6.01. Monthly and Annual Materials Reports

The Contractor will submit to the City monthly reports and annual reports dealing with the City's recycling program. At a minimum, the Contractor shall include in each report the following information:

1. Gross amounts of materials collected, by recyclable material (in tons)
2. Net amounts of materials marketed, by recyclable material (in tons)
3. Amounts stored, by recyclable material, with any notes as to unusual conditions (in tons)
4. The markets generally used for the sale of recyclables
5. Amounts of process residuals disposed (in tons)
6. Revenue share credits back to the City (if any)
7. Total number of stops
8. End Market Certification as specified in 7.06
9. Monthly reports shall be due to the City by the 15th day of each month

Annual reports shall be due by January 31. 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, multifamily recycling, etc.). **Examples of monthly and annual reports shall be included with the Contractor's proposal.**

6.02. Customer Relations Report

Annually the Contractor shall provide the City with

1. A list of all customer complaints, including a description of how each complaint was resolved.
2. A list of all addresses where education tags were left for residents and why the tags were left.
3. A list of all missed pick ups reported to the Contractor.

6.03. Annual Report to Multiple Family Dwelling (MFD) Owners

The City's Contractor shall provide an annual report by January 31 of each year to the MFD owners served by the City's contractor. A copy of each report to the MFD 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, phone numbers, e-mail, etc.)
2. Street address of each MFD served.
3. Number of dwelling units for each MFD.

4. Description of collection services made available to occupants, including number of MFD recycling stations, number of MFD recycling containers, location of stations and dates of collection.
5. Description of public education tools used to inform occupants of availability of services.
6. Tonnage estimates for each building.
7. Recommendations for future improvements (e.g., specific public education tools).

A copy of the Contractor's annual report to MFD building owners shall be included with the proposal.

6.04 Annual Performance Review Meeting to Discuss Recommendations for Continuous Improvement

Upon receipt of the Contractor's annual report, the City shall schedule an annual meeting with the Contractor and the City's Public Works Environment and Transportation Committee.

The objectives of this annual meeting will include (but not limited to):

- Review Contractor's annual report, including trends in recovery rate and participation.
- Efforts the Contractor has made to expand recyclable markets.
- Review Contractor's performance based on feedback from residents to the Committee members and/or City staff.
- Review Contractor's recommendations for improvement in the City's recycling program, including enhanced public education and other opportunities.
- Review staff and Committee recommendations for improving Contractor's service.
- Discuss other opportunities for improvement with the remaining years under the current contract.
- Discuss actions Contractor is taking to reduce its carbon footprint.

6.05. Publicity, Promotion, and Education

The Contractor and the Recycling Coordinator shall work together in the preparation and distribution of educational materials to insure accurate information and program directions. Contractor shall pay for the annual design, printing and mailing of at least 9,611 copies of a curbside program flyer. The Contractor will provide a PDF or other

mutually agreed upon electronic format version of the flyer to the City. The flyer shall be delivered to homes no later than January 31 of each year.

The Contractor will be required to provide annually a one-page multi-family complex recycling flyer to Multi Family Dwelling owners, landlords or other designated contact person in sufficient number that one copy may be distributed to each tenant. The Contractor will provide a PDF or other mutually agreed upon electronic format version for the City. The Contractor will also be required to provide posters and other educational material for Multi Family Dwelling owners, landlords or other designated contact person to post in common areas.

The Contractor must be able to provide public education material in languages other than English (e.g., Spanish, Hmong, Somali, Karen, etc.). The City will work with the Contractor regarding the quantities needed and the locations for distribution.

During the term of the contract the Contractor may be asked by the City to make public appearances, provide information for local environmental groups, or attend public events sponsored by the City. Proposers shall describe their experience in providing Collection services and Zero Waste services at community events and what, if any, Collection opportunities could be provided at Roseville community events or City-sponsored events, and whether there would be a cost associated with the service.

In addition, proposers are encouraged to specify other public education tools that they are willing to provide (e.g., recycling education materials targeted for a specific neighborhood, targeting a specific material type, etc.).

As part of this proposal, proposers shall provide examples of public education materials they have developed for other municipalities.

6.06. City Shall Approve Contractor's Public Education Literature

The Contractor shall conduct its own promotions and public education to increase participation (see also Sections 6.08 and 6.09). The Contractor shall submit a draft of any public education literature for approval by the City, at least one month before printing and release of any such literature.

6.07. Annual Work Plan

The City and the Contractor shall develop a work plan annually. The work plan shall include initiatives the Contractor will undertake to improve the City's recycling program. These initiatives may include (but are not limited to) expansion of materials collected, voluntary expansion to businesses, effective education of residents - with measurement, community involvement, outreach to low participating communities, and outreach using electronic communications. The Plan shall be approved by the City and the Contractor by December 15 of the preceding year. (see also Sections 6.08 and 6.09)

6.08. Outreach to Low Participating Communities

Contractor shall include in the annual work plan outreach efforts to low participating communities. Specifically the City seeks to engage immigrant communities. Contractor's prior experience with outreach such as this should be identified in the Value Added Plan.

6.09. Outreach Using Electronic Communications

Contractor shall identify in the annual work plan outreach efforts using electronic communications. The City seeks to engage residents where they are and is looking for electronic outreach to residents in addition to websites with information in text format. Contractor's prior experience with outreach such as this should be identified in the Value Added Plan.

7. MATERIALS PROCESSING AND MARKETING

7.01. Processing Facilities Must Be Specified

It is intended that all recyclables collected by the Contractor will go to recycling markets to be manufactured into recycled content goods. Preferably those markets will be in the Upper Midwest.

The Contractor shall assure the City that adequate recyclable material processing capacity will be provided for City material collected. **The proposals must clearly specify the location(s) of its materials recovery facility (MRF), or subcontractor's facility, where material collected from the City will be delivered and / or processed.** The Contractor shall provide written notice to the City at

least 60 days in advance of any substantial change in these or subsequent plans for receiving and processing recyclables collected from the City.

Proposers shall arrange a tour of the designated MRF for the RFP review committee. The tour shall occur before August 17, 2013.

Upon collection by the City's recycling Contractor, the City's Contractor shall deliver the designated recyclables to a recyclable material recovery facility (MRF), 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.

Contractor shall assure that all recyclables collected in the City are not landfilled or incinerated except for process residuals as designated in 4.27 or with written authorization from the City and the Minnesota Pollution Control Agency.

7.02 Lack of Adequate Market Demand

If the Contractor determines that there is no market for a particular recyclable material or that the market has become economically unfeasible, the Contractor shall immediately give written notice to the City. Said notice shall include information demonstrating the effort the Contractor has made to find market sources, and the financial information justifying the conclusion that the market is economically unfeasible. Upon receipt of said notice, the Contractor and the City shall have 30 days to attempt to find a feasible market. During this period the Contractor shall continue to pick up the particular recyclable material.

If the Contractor or the City is not able to find a market within 30 days, the City has the option to:

- a) Require the Contractor to continue to collect the particular recyclable material. In such case, the City would pay the Contractor, as additional compensation, the tipping fee at the Newport RDF plant or a mutually agreeable alternative site. The Contractor is required to keep accurate records of said fees and provide the City receipts of payment.
- b) Notify the Contractor to cease collection of the particular recyclable material until a feasible market is located, either by

the Contractor or by the City. The Contractor would then be responsible for the cost of printing and distributing educational materials explaining the market situation to residents.

If the City notifies the Contractor to cease collection of a particular recyclable material, the parties shall immediately meet to renegotiate the per unit fee for service.

In the event that the parties disagree on the question of whether there is a market for a particular recyclable material or on the economic feasibility of that market, the disagreement shall be submitted to binding arbitration. In this case, each party shall name an arbitrator, and the two shall select a third person to serve as chairperson of the arbitration panel. The arbitration panel shall meet and decide said question within 60 days following agreement by the arbitrators to serve on the panel. The arbitration panel shall operate in accordance with the Rules of the American Arbitration Association to the extent consistent with this section and judgment upon the award by the Arbitrator(s) may be entered in any court with jurisdiction thereof. Meanwhile, collection of said recyclable material shall continue pending outcome of arbitration.

7.03. Estimating Materials Composition as Collected

The Contractor shall conduct at least one materials composition analysis of the City's recyclables 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; and (3) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and City route(s) used for sampling. The Contractor shall provide the City with a copy of each analysis. The analysis will be conducted no later than March 31 of each year and a copy of the analysis provided to the City no later than April 30 of each year.

7.04. Estimating Process Residuals

The Contractor shall provide the City a written description of the means to estimate process residuals, as defined in 4.34, 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.

7.05. Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required within this RFP and in the contract. Substandard performance as determined by the City will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within 60 days after being notified by the City, the City will initiate the contract termination procedures.

The City shall have the right, during the term of the Contract, to have a representative on Contractor's premises to monitor the operation of the Contract. Such representative shall only be allowed on Contractor's premises during normal business hours.

7.06. End Market Certification

The Contractor shall provide in its Proposal and by January 31 of each year through the term of the contract written certification to the City that all recyclable commodities identified are indeed recycled and not disposed. Such written certification shall identify *all* end markets manufacturers or processors used for each of the recyclable commodities. The Contractor shall attach written certification from each end market and a list of products manufactured using the recyclable materials collected from the City. The Contractor shall specify the percentage of each material collected that goes to each end market. Contractor must request in writing if it wishes to have the certification be considered proprietary information.

8. PAYMENT AND DAMAGES

8.01. Term of Contract

The term of the new recycling contract will be either a period of three years from January 1, 2014 through December 31, 2016 or a period of five years from January 1, 2014 through December 31, 2018. Contractor must submit pricing proposals for both a three-year and a five-year scenario.

8.02. Compensation for Services

The City agrees to pay the Contractor for recycling collection services provided to the City as described in the proposal, and made part of an executed contract, based on the number of units certified by the City. For 2013 the City certifies that there are 9,611 curbside units that will receive service (see Attachment C). By December 1 of each year the City will review the number of certified units and notify Contractor of any changes.

Contractor shall submit itemized bills for recycling collection services provided to the City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the City.

The Contractor shall submit the monthly documentation and reports as detailed 6.01, 6.02 and 7.03 with the monthly bill. Payment to the Contractor will not be released unless the required paperwork is included in the monthly bill or submitted separately according to the deadlines as specified in 6.01.

8.03 Multiple Family Dwelling Billing

Contractor will send an itemized bill for the number of units designated to receive service that month. The City has identified 6,076 multi-family dwelling units that will be receiving service as of January 1, 2014. The City will designate new or additional buildings to receive service with 30 days notice to Contractor.

8.04. Revenue Sharing

All qualified proposals shall state explicitly if the Contractor elects to participate in revenue sharing with the City. If the City awards the contract to a Contractor that elected to propose revenue sharing, and if the final contract negotiated includes revenue sharing, the Contractor shall, on a quarterly basis, rebate an amount to the City based on a mutually agreed upon formula.

If the sale of the material does not generate sufficient revenue to cover processing costs, the revenue share will be zero. The City shall not be responsible for covering processing costs if the sale of the material does not generate sufficient revenue to cover processing costs.

The City initiated revenue sharing outline for purposes of this RFP consists of per ton payment based on the following formulae:

A. All paper grades collected from the City based on the published index less the proposed paper processing cost per ton.

The published index used shall be:

- The Official Board Markets (OBM) Yellow Sheet, Chicago region for Old Newspapers (ONP) # 8, high side of range.
- The Official Board Markets (OBM) Yellow Sheet, Chicago region for OCC #11, high side of range.
- The Official Board Markets (OBM) Yellow Sheet, Chicago region for Mixed Paper #1, high side of range, old magazines (OMG), Boxboard, and Carrier Stock.

B. Aluminum collected from the City based on the published index less the proposed aluminum processing cost per ton.

The published index used shall be the American Metal Market (AMM), Aluminum (1st issue of the month), high side nonferrous scrap prices: scrap metals, domestic aluminum producers, buying prices for processed used aluminum cans in carload lots, f.o.b. shipping point, used beverage can scrap.

C. Each: clear glass, brown glass and green/blue glass collected from the City based on the market price less the proposed glass processing cost per ton. The market price used shall be the price paid by Anchor Glass Corporation's Shakopee, Minnesota plant, or a designated glass processing facility. Glass composition is assumed to be: Flint 30%, Amber 21%, Green 26% and Mixed 14%.

D. Steel collected from the City based on the published index less the proposed steel processing cost per ton. The published index used shall be the American Metal Market (AMM), Aluminum (1st issue of the month), high side ferrous scrap prices.

E. Plastic Bottles: PET, HDPE-natural, HDPE-colored collected from the City based on the published index less the proposed plastic processing cost per ton. The published index used shall be the Waste News, Chicago Region (1st issue of the month).

F. Other Plastic: plastic food and beverage containers, pails, and trays with any of the resin identification codes #1-#5 (excluding PET and HDPE bottles) collected from the City based on the published index less the proposed plastic processing cost per ton. The published index used shall be www.SecondaryMaterialsPricing.com.

G. Aseptic Cartons based on the published index less the proposed containers processing cost per ton. The published index used shall be www.SecondaryMaterialsPricing.com.

H. Clothes, linens and rags collected from the City based on the market price less the proposed processing cost per ton. The market price used shall be the price paid by USAgain or other designated clothing recycler.

Proposers must state on the price worksheet what percent of each index/market price will be used for the gross revenue and the proposed processing cost per ton for each commodity.

If a revenue sharing component is offered (i.e., greater than zero percent) for any commodity, each month the Contractor shall provide, together with the monthly rebate to the City, adequate documentation of the corresponding monthly estimate of tons of all corresponding commodities collected from the City even in the case where the City were to receive no rebate for the month. Also, the Contractor shall provide copies of the referenced market indexes with each monthly statement. The Proposers shall provide a detailed explanation of how they will calculate the tonnage estimates in conjunction with the required composition analysis in 7.03.

Each proposal scenario must contain a percent revenue share offer for all commodities as described immediately above. Proposers may offer from zero percent to 100 percent revenue share.

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

8.05. 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 to fulfill its obligations.

The following acts or omissions shall be considered a breach of the Agreement:

a) **Missed Curbside Collection**

\$50 for each missed collection above two misses per collection day, to be assessed at the end of each collection month. A missed collection would be defined as a report by a resident that their material was out by 7:00 a.m. and the address did not appear on the Contractor's conveyance sheet as a "Late Set Out" and the recyclables were properly sorted.

b) **Missed Walk Up Collection**

\$50 per missed collection address above two misses at that address in any four consecutive collection weeks.

c) **Missed Multi Family Complex Collection**

\$50 per missed collection

d) **Failure to Collect Material on a Block**

\$500 for each incident of the Contractor failing to pick up material on a block. A missed block is defined as one side of a street between cross streets or an entire cul de sac where residents from at least three households on that street report that they had their material out before 7:00 a.m., the material was not picked up, the recyclables were properly sorted, and the addresses did not appear on the Contractor's conveyance sheets as "Late Set Outs."

e) **Failure to Collect an Entire Zone**

\$1,000 for each incident of failure to complete collection of a collection zone on its designated day as defined in Exhibit A when the Contractor has not received an extension of collection hours from the Recycling Coordinator or designated alternate.

f) **Failure to Complete a Majority (50%) of the Collection**

District

\$2,500 for each incident.

- g) **Failure to clean up material spilled by Contractor within six (6) hours of verbal or written notification**

\$250 each incident

- h) **Failure to leave an education tag when non-recyclable material or material that is inappropriately prepared according to specifications in Item 5.08 is not collected**

\$100 each incident

- i) **Failure or neglect to collect recycling from a missed pickup location according to specifications in 5.11**

\$250 each incident

- j) **Distributing recycling carts without recycling symbols or labels that include text and graphics depicting what materials may be placed in the carts**

\$100 each incident

- k) **Failure to maintain recycling carts in proper working order as specified in 5.05**

\$100 each incident

- l) **Failure to provide a complete monthly report as specified in 6.01 and 6.02.**

\$250 each incident

- m) **Failure to return bin/cart to curbside location**

\$100 each incident

- n) **Employees smoking in enclosed structures while performing duties or extinguishing smoking material anywhere other than in container as specified in 5.02**

\$50 each incident

o) **Failure to collect recyclables according to specifications in 5.05 and 5.08**

\$250 for each witnessed report of a driver inappropriately collecting recyclable material

The Contractor shall be liable for liquidated damages amount(s) upon determination of the City of Roseville that performance has not occurred consistent with the provisions of the contract. The City shall notify Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may deduct the full amount of any damages from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity.

Exceptions: For the purposes of this Proposal, the Contractor shall not be deemed to be liable for penalties where its inability to perform recycling collection service is the result of conditions beyond the control of the Contractor, including but not limited to civil disorder, acts of God, inclement weather severe enough that trucks cannot safely take collections, provided however, that the Contractor shall obtain the approval for the delay from the Recycling Coordinator or their designee prior to 4:00 p.m. of the scheduled Collection Day.

8.06. Services Not Provided For

No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.

9. INSURANCE AND OTHER LEGAL REQUIREMENTS

9.01. 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.

Contractor shall provide a Certificate of Insurance as proof of general liability coverage for bodily injury or death in the amount specified by state law. As of January 1, 2011 that is \$1.5 million for bodily injury or death and \$200,000 for damages to property.

The Certificate of Insurance shall name the City as an additional insured, and state that the Contractor's coverage shall be the primary coverage in the event of a loss.

The Contractor shall also provide a Certificate of Vehicle Liability Insurance in the amount of at least \$1,000,000.

The Contractor shall further provide a Certificate of Professional Liability Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work. Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate.

Contractor agrees that it shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to in this recycling services agreement. Contractor shall add the City as an additional insured under said insurance policy(s). The policy coverage shall include Environmental Impairment Liability. Contractor shall provide the City with appropriate documentation of said environmental liability insurance for verification upon written request from the City. Contractor further indemnifies the City, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the City, its employees or agents.

A 30-day written notice is required if the policy is canceled, not renewed or materially changed.

The Contractor shall require any of its subcontractors, if subcontracting is allowable under this contract, to comply with these provisions.

9.02. Workers Compensation

The Contractor shall provide evidence of Workers Compensation insurance covering all employees of the Contractor and subcontractors engaged in the performance of the Contract, in accordance with the Minnesota Workers Compensation Law.

9.03. Employee Working Conditions and Respondent's Safety Procedures

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable federal, state and local 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.

9.04. Equal Opportunity

During the performance of the executed contract, the Contractor, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor Regulations 41CFR, Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants for employment are qualified, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

In the event of noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or

suspended, in whole or part, in addition to other remedies as provided by law.

9.05. Compliance with Laws & Regulations

In providing services hereunder and in the executed contract, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to the provision of services to be provided hereunder. Any violation shall constitute a material breach of the executed contract.

9.06. Governing Law

The laws of the State of Minnesota shall govern all interpretations of this contract, 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.

9.07. Waiver

Any waiver by either party of a breach of any provisions of the executed contract shall not affect, in any respect, the validity of the remainder of the executed Contract.

9.08. Termination

The City may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract if the default has not been cured within 30 days after written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of the written notice minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

9.09. Severability

The provisions of the executed contract are severable. If any portion hereof and in the executed contract is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the same contract.

9.10. 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.

9.11. Retention of Records

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

9.12. 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 a contract is signed by the City and the Contractor. 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.

9.13. Inspection of Records and Disclosure

All Contractor records with respect to any matters covered by this agreement shall be made available to the City or its duly authorized agents 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.

Any reports, information, data, etc. given to, prepared, or assembled by the Contractor under a future contract shall not be made available by the Contractor to any other person or party without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and report prepared by the Contractor shall become the property of the City upon termination of the City's contract with the Contractor.

9.14. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

9.15. 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 novation, 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.

9.16. Non-Assignability and Bankruptcy

The parties hereby agree that 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 Contractor, 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.

9.17. Indemnification

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

9.18. Performance & Payment Bond

Contractor shall execute and deliver to the City a Performance and Payment Bond with the corporate surety in the sum of \$40,000 or equal ("*equal*" may include a Letter of Credit from a banking institution approved by the City). This agreement shall not become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City Attorney.

The executed contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance bond shall be for the life of the executed contract. Extensions or renewals shall require the execution and delivery of a performance bond in the above amount to cover the period of extension or renewal.

9.19. Conflict of Interest

Contractor agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in the executed contract or

the proceeds thereof. Violation of this provision shall cause the executed contract to be null and void and the Contractor will forfeit any payments to be made under the executed Contract.

9.20. Entire Contract

The executed contract supersedes all verbal agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of the executed contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

9.21. Contract Conditions

- a) The City reserves the right to waive minor irregularities in the proposal documents and to reject any or all proposals. The City reserves the right to enter into a contract with a contractor who does not submit the lowest cost proposal.
- b) The Bond and Certificate of Insurance shall be provided when the contract is executed.
- c) No proposal can be withdrawn before 60 days after the date for submission of proposals.
- d) The Contractor shall review and return signed copies of the contract within 30 days of receipt of the contract.

10. SUBMITTING PROPOSALS

10.01. Proposals May Be Rejected in Whole or Part

The City of Roseville reserves the right to:

- Reject any or all proposals;
- Reject parts of proposals;
- Negotiate modifications of proposals submitted;
- Accept part or all of the proposals on the basis of consideration(s) other than proceeds or cost; and
- Negotiate specific work elements with the preferred Contractor into a contract of lesser or greater expense than described in this RFP or the respondent's reply.

10.02. Contractors May Team with Other Companies

It is recognized that some prospective haulers may wish to subcontract with other companies for processing services. This is allowed as needed, but all such Contractor-subcontractor relationships must be explicitly described in each proposal scenario. The City will contract with only one primary Contractor for the recycling services.

Multiple Contractors may team up with other complementary hauling or recycling companies provided there is no collusion. A company may be listed as a part of more than one team as long as this company submits a written certification that no collusion occurred between competing proposals.

10.03. RFP and Proposal to Become Part of Final Contract

The contents of this RFP, the successful proposal, and any written clarifications or modifications to the contents thereof submitted by the successful Contractor and approved by the City in writing shall become part of the contractual obligations and be incorporated by reference into the ensuing contract. If any provision of the contract RFP or proposal is in conflict, the contract takes precedence over the RFP, and the RFP takes precedence over the proposal.

10.04. Notification of Intent

Prospective Contractors interested in responding to this RFP shall notify the City in writing of their interest and submit a list of references by 4:00 p.m. CDT, Friday, July 19, 2013, in writing (preferably by email) to:

Kari Collins
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
kari.collins@ci.roseville.mn.us

Notifications shall include the vendor's name and address, as well as a contact person's name and title, phone number and email address.

References shall include the name, phone number and email address of a contact person from at least five cities. Proposers may submit up

to ten references. References will be asked to complete an electronic survey through a third-party provider in which they rate the proposer's service. Ratings will be compiled to create an average score that will be included in the evaluation.

It is the responsibility of the vendor to ensure their Notification of Intent and References are received by the City.

10.05. How to Submit Proposals

Proposal shall be submitted to the Administration Department Office at City Hall no later than 4:00 p.m. CDT, Wednesday, July 31, 2013, in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: Recycling Services Proposal.
c/o Kari Collins
Administrative Assistant
City of Roseville, City Hall
2660 Civic Center Drive
Roseville, MN 55113

Proposals will be treated in accordance with Mn. Statutes 13.591, Subdivision 3 (b), Data Practices Act.

Six written, hard copies of the proposal and all attachments shall be submitted. An electronic copy of the proposal must be submitted on a compact disk (or suitable alternative disk format) inside the sealed envelope. The proposal file must be formatted in Microsoft WORD.

10.06. Assumptions to be Used for Proposals

The City shall use following assumptions for purposes of evaluating all proposals on the same basis:

- Annual recyclable tonnage collected curbside under the City contract = 2,900 tons per year
- Annual recyclable tonnage collected at Multi Family Complexes under the City contract = 590 tons per year
- Single family dwellings and other households that receive curbside service using curbside bins = 9,611 housing units
- Multifamily dwelling buildings that will receive MFD type of service = 5,910 housing units at 94 locations

10.07. Proposal Content

Qualified proposals must include the Proposal Checklist Attachment A and items listed on the checklist.

10.08. Evaluation Criteria

Roseville residents have identified a city-wide goal to be an environmentally healthy community. And residents have identified various community values that environmental programs such as recycling should incorporate.

Those community values are:

- Collection – which includes Clean, quiet and safe; Impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, More materials picked up – particularly plastics, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, multi-family dwelling recycling
- Outreach – which includes Voluntary expansion to businesses, effective Frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, outreach to low participating communities, outreach using electronic communications
- Environmental Benefits – which includes Experience with Zero Waste events, reduced carbon footprint, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and MRF locations

These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied.

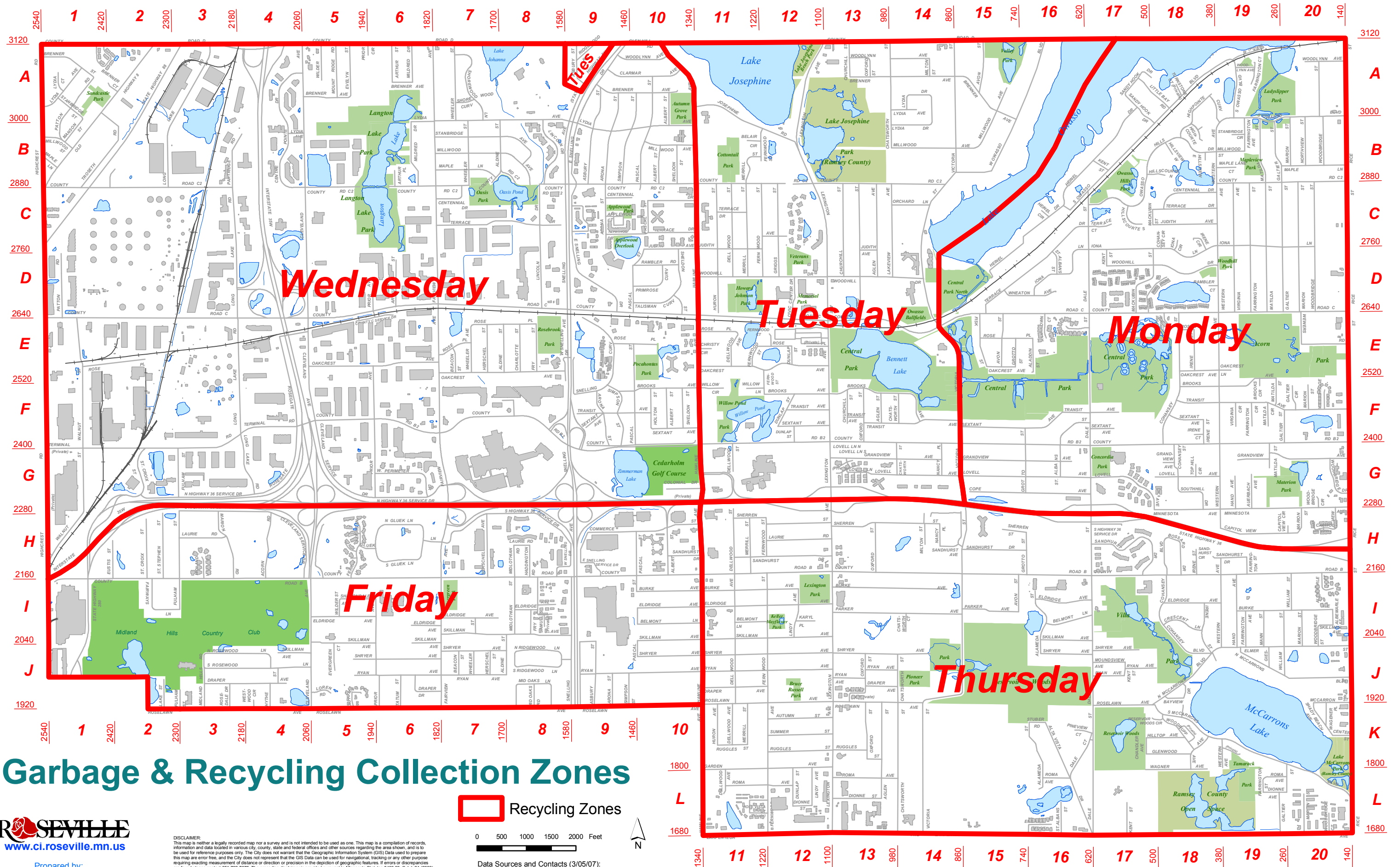
A review committee will evaluate all proposals submitted based on price, how well the proposal meets RFP base specifications, how well the proposal meets community values, and value added beyond the base specifications. Those scores will be added to scores from the reference survey to develop a score for the first round. Finalists will be invited to interviews (see chart below).

At the interview proposers will answer any questions regarding their proposal and expound on how their proposal will meet community values, add value beyond the base specifications, and answer other questions deemed relevant to evaluating the proposals.

Evaluation Criteria and Weighting
--

RFP Base Specifications	Pass/Fail
<i>Reference RFP Sections 5.04, 6.01, 6.03, 7.01, proposal forms</i>	
Category	Weight
Project Capability	20%
<i>Reference RFP Sections 5 - 9</i>	
How Well Proposal Meets Community Values	20%
<i>Reference RFP Introduction and Sections 5 - 9</i>	
Price	40%
Past Performance (Survey of Other Cities)	10%
Value Added Plan	10%
Subtotal	100%
Finalists	
Interview – clarification phase	
Total	100%

The review committee will present its recommendation to the City Council at the August 26 meeting. (See Section 2, Contractor Selection Process and Schedule).



Street Index <i>(key to grid locator on map)</i>											
Acorn Rd N	H:4	Fernwood Ct N	E:12	Midland Hills Rd N	J:3	Sextant Ave W	F:9-10,12,15-16,18				
Aglen Ave N	C,D:13	Fernwood St N	C-E,G,J:11	Midland View Ct N	H:3	Shady Beach Ave N	K:20				
Aglen St N	F,K:13	Ferris Ln N	H:5	Midlothian Rd N	H-1:8	Sharondale Ave W	I:5				
Aladdin St N	E:16	Fisk St N	E:15	Mildred Dr N	A-B:6	Sheldon St N	B,D,F:10				
Alameda St N	I,K:16	Fry St N	E-F,I:8	Millwood Ave W	B:7-8,10,13-15	Sherren St W	H:11-15				
Albemarle Ct N	I:20	Fulham St N	G-J:2	Millwood St N	B:1,19	Shorewood Curv W	A:7				
Albemarle St N	I:20	Galtier Cir N	F:20	Milton St N	A,H:14	Shorewood Ln W	A:7				
Albert St N	A,B,F,H:10	Galtier St N	B-D,F,I:19	Minnesota Ave W	G:18-20	Shryer Ave W	J:5-7,10-14,16-17				
Aldine St N	B,E,J:7	Garden Ave W	K:11-12	Moundsview Ave W	J:17	Simpson St N	A-B:9-10; F,J:9				
Alta Vista Dr N	K,L:16	Giesmann St N	I-J:19	Mount Ridge Rd	A:5	Skillman Ave W	J:5-6,10-12,16,20; I:7				
American St N	F:7,8	Glen Hill Rd W	A:10	Nancy Pl N	G-H:14	Snelling Ave N	A-J:9				
Applewood Ct W	C:9	Glenwood Ave W	K:17-18	Nature View Ct N (Private)	E:18	Snelling Curv N	E-F:9				
Arona St N	A-C,F,J:9	Gluek Ln W	H:5-6	Northview St N	B:20	E Snelling Service Dr	A-D,H:9				
Arthur Pl N	B:6	N Gluek Ln W	H:6	Oakcrest Ave W	E:5-8,11-12,15,18	W Snelling Dr N	B-D:8				
Arthur St N	A,D:6	S Gluek Ln W	H:6	Oakcrest Ln W	E:19	Southhill Dr N	G:18				
Asbury St N	A,B,J:9	Grandview Ave W	G:13-16,18-20	Old Highway 8	A,B:1-2	Stanbridge Ave W	B:7-8				
Auerbach Ave N	G:19	Griggs St N	C,D:12	Orchard Cir W	C:14	Stanbridge Cir W	B:19				
Autumn Pl W	J:5	Grotto St N	E-H:15	Overlook Dr W	E:16	Stanbridge St W	A:1				
Autumn St W	K:12	Haddington Rd N	H:6	Owasso Hills Dr W	B:18; C:17	Stubber Rd W	K:16				
Avon St N	A,E,I:15	Hand Ave N	G,I:19	S Owasso Blvd	A-C:16-20	Summer St W	K:12				
Bayview Dr W	J:18	Harriet Ln W (Private)	J:13	W Owasso Blvd	A-B:15-16	Talisman Curv W	D:10				
Beacon St N	E,J:7	Heinel Cir W	C:16	Oxford St N	A,C-F,H,J,K:13	Tatum St N	J:6				
Belair Cir W	B:11	Heinel Dr W	A-D:15-17	Parker Ave W	I:13-15	Terminal Rd W	F:1-3				
Belmont Ln W	I:10,11,16	Herschel Ave N	H:7	Partridge Rd N	B:3-4	Terrace Ct W	C:17				
Bossard Dr N	H:18	Herschel St N	J:7	Pascal St N	A-F,H,J:10	Terrace Dr W	C:7-8,10-11,18; D:15-16				
Brenner Ave W	A:5-6,9-10,13-15	Highcourte N	B:18	Patton Rd N	A-B,D:1	Top Hill Cir N	G:18				
Brenner Ct W	A:2	Highcrest Rd N	A-B,G,H:1	W Perimeter Dr W	G:6	Transit Ave W	F:9-14,16-20				
Brenner St W	A:1	Highpointe Curv N	A-B:18	Pineview Ct W	K:16	Troseth Rd N	B:1-2				
Brooks Ave W	F:8-10,12-14,18-19	Hillscourte N	B:18	Primrose Curv W	D:10	Turnstone Ct (Private)	A:18				
Brooks Cir N	F:19	Hillscourte S	C:17	Prior Ave N	B-G,I,J:5	Victoria St N	A-L:14				
Burke Ave W	I:10-14,19-20	Hillsview E	B:18	Rambler Ct W	D:18	Virginia Ave N	C-D:19				
Capitol View (Private)	H:20	Hillsview W	B:18	Rambler Rd W	D:10	Virginia Cir N	F:19				
Capitol View Ave W	H:19-20	Hilltop Ave W	K:17	Reservoir Woods Cir	K:17	Wagener Pl N	K:20				
Capitol View Cir N	H:19	Holton St N	F:10	Rice St N	A-L:20	Wagner St W	K:17-19				
Centennial Dr W	C:7,9-10,18	Huron Ave N	K:11	N Ridgewood Ln W	J:8	Walnut St N	E-H:1				
Center St W	K:20	Huron St N	C-D:11	S Ridgewood Ln W	J:8	Western Ave N	B-K:18				
Centre Pointe Dr N	A-B:4	Highway 35W	A,B:4; G-H:1-4	Ridgewood Rd N	A:9	Westwood Cir N	J:4				
Chandler Ave N	K:17	N Highway 36 Service Dr	G:3-4,6	Roma Ave W	L:11-13,16,19	Wewers Rd N	E:20				
Charlotte St N	E:8	S Highway 36 Service Dr	H:3-4,7-8,17	Rose Pl W	E:1-2,7-12,15-16,18	Wewers Rd W	E:20				
Chatsworth Ct N	I:14	Highway 88	A-C:1-3	Rosedale Dr N	J:3	Wheaton Ave W	D:15-16				
Chatsworth St N	A-B,F-G,J,L:13	Highway 280	H-J:1	Rosegate	F-G:4	Wheeler Ave N	E:7				
Christy Cir W	E:11	Hythe St N	J:4	Roselawn Ave W	J:2-14,17	Wheeler St N	A-B,I-J:7				
Churchill St N	A,C-D,F:13	Iona Cir N	C:18	Rose Vista Ct W (Private)	L:11	Wilder St N	A,I:5				
Civic Center Dr N	D:12	Iona Ln W	C-D:16-20	N Rosewood Ln W	J:3-4	William St N	I-J:19				
Clarmar Ave W	A:9-10	Irene Cir N	C:18	S Rosewood Ln W	J:3-4	Willow Cir W	E:11				
Cleveland Ave N	A-F,I-J:4; G:4-6	Irene Ct W	F:18	Ruggles St W	K:11-13	Willow Ln W	G:17				
Cleveland Service Dr N	F-G:5; H:4	Irene St N	E-F,H-I:18	Ryan Ave W	J:5-7,9-13,17	Woodbridge Cir N	G:20				
Cohansey Blvd N	H-J:18	Josephine Rd W	B:11-12	Saint Albans St N	C,F-G,L:16	Woodbridge Ct N	L:20				
Cohansey Cir N	C:18	Saint Croix Ave W	C:10-13,18	Saint Croix St N	G-H:2	Woodbridge St N	A-G:1,20				
Cohansey St N	E-G:18	Karyl Pl W	I:12	Saint Stephen St N	H:2	Woodhill Dr W	D:11-14,17-18				
Colonial Dr W (Private)	G:10	Kent St N	B,D,I,J,L:17	Samuel St N (Private)	I:8	Woodlynn Ave W	A:9-10,13-14,19-20				
Commerce St W	H:9-10	Lake St N	J:2	Sanhurst Cir W	H:18	Woodruff Ave N	K:18				
Cope Ave W	G:15-16	Lakeview Ave N	C-D:13	Sandhurst Dr W	H:10-12,14-15,17,19	Woodruff Ave W	K:18				
County Road B W	H:1-20	Larpenteur Ave W	L:11-20	Sandy Hook Dr N	A:17						
County Road B2 W	F:4-20	Laurie Rd W	H:3,8,12								
County Road C W	D:1-20	Lexington Ave N	A-L:12								
County Road C2 W	B:1-14	Lincoln Dr N	B-D:8								
County Road D W	A:1-7,12-16	Lindy Ave N	I,L:12								
S County Service Dr W	E:5	Little Bay Rd N	A:17-18								
Crescent Ln W	I:19	Long Lake Rd N	A-F:3								
Dale Ct N	K:16	Loren Rd W	J:5								
Dale St N	C-L:16	Judith Ave W	G:13-16								
Dellwood Ave N	I-L:11	Lovell Ln W (Private)	G:13								
Dellwood St N	C-E,G,H:11	N Lovell Ln (Private)	G:13								
Dellwood St N (Private)	G:11	S Lovell Ln	G:13								
Dionne Ave W	L:19	Lydia Ave W	A-B:1,4,6-14								
Dionne St W	L:12-13	Lydia Ct N	A:1								
Draper Ave W	J:3-4,11,13	Lydia Dr W	A-B:14								
Draper Dr W	J:6	Mackubin St N	C-D,J,L:17								
Dunlap St N	E-F,L:12	Manson St N	B:1								
Eldridge Ave W	I:5,7-8,10-12,16,18	Maple Ln W	B:1,7-8,20								
Elmer St W	J:19-20	Maple Lane Ct W	B:19								
Emerald Ridge W	L:16	Marion Rd N	H:3								
Eustis St N	E,H:1	Marion St N	B-I,L:20								
Evelyn St N	A:5	Matilda Cir N	F:19								
Evergreen Ct N	J:5	Matilda St N	B-D,F-G:19								
Fairview Ave N	A-J:6	McCarron St W	J:20								
Fairways Ln N	I:2	N McCarrons Blvd W	J:18-20								
Farrington Ave N	B,I:19	S McCarrons Blvd W	K-L:18-20								
Farrington Cir N	F:19	Merrill St N	B-C,H,K:11								
Farrington Ct N	A:19	Mid Oaks Ln	J:8								
Farrington St N	B-D,H,L:19	Mid Oaks Rd	J:8								
Fernwood Ave N	K-L:11	Midland Grove Rd N	H:4								

Places of Worship			
Name (Alphabetical by Denomination)	Address	Phone	Map
Frontline Church & Outreach Center (All)	2819 Hamline Ave N	636-2594	C:10
Christ Temple (Apostolic)	2651 Hamline Ave N	628-9090	D:10
Real Life Church (Assemblies of God)	2353 Chatsworth St N	490-5433	G:13
Bethany Baptist Church (Baptist)	2025 Skillman Ave W	631-0211	I:5
Calvary Baptist Church (Baptist Gen. Conf.)	2120 Lexington Ave N	487-2855	I:13
Roseville Baptist Church (Baptist SBC)	211 County Road B2 W	484-9604	F:20
Vietnamese Buddhist Association (Buddhist)	475 Minnesota Ave W	482-7990	G:18
Corpus Christi Catholic Church (Catholic)	2131 Fairview Ave N	639-8888	I:6
St. Rose of Lima (Catholic)	2048 Hamline Ave N	645-9389	I:11
Rose Hill Alliance (Christian Alliance)	2105 Roselawn Ave W	631-0173	J:4
Church of Christ Roseville (Church of Christ)	241 Larpenteur Ave W	488-5688	L:20
St. Christopher's Episcopal Church (Episcopal)	2300 Hamline Ave N	633-4589	G:11
Roseville Covenant Church (Evangelical Covenant)	2865 Hamline Ave N	633-5526	C:10
Grace Church of Roseville (Independent Bible)	1310 County Road B W	633-6479	D:10
North Heights Lutheran Church (Lutheran)	2701 Rice St N	484-2049	G:20
Galilee Lutheran Church (Lutheran)	145 N McCarrons Blvd W	488-6769	J:20
Lutheran Church of the Resurrection (Lutheran)	910 County Road D W	484-1292	A:14
St. Michael's Lutheran Church (Lutheran)	1660 County Road B W	631-1510	I:8
Advent Lutheran Church (Lutheran ELCA)	3000 Hamline Ave N	633-3232	A:11
Roseville Lutheran Church (Lutheran ELCA)	1215 Roselawn Ave W	487-7752	J:12
Prince of Peace Lutheran Church (Lutheran ELCA)	2561 Victoria St N	454-4144	E:14
King of Kings Lutheran Church (Lutheran LCMS)	2330 Dale St N	484-5142	G:17
Emmanuel Mennonite Church (Mennonite GC MC)	2800 Arona St N	636-9303	C:9
Centennial United Methodist Church (Methodist)	1524 County Road C2 W	633-7644	B:9
North Como Presbyterian Church (Presbyterian USA)	965 Larpenteur Ave W	488-5581	L:14

City Parks and Facilities		
Park Name	Acres	Map Ref
Acorn	44.25	E:19,20
Applewood Overlook	2.42	C:9,10
Applewood Park	2.09	C:9,10
Autumn Grove	6.61	A,B:10
Bruce Russell	1.93	J:12
Central Park	225.00	D:15,E:13-17,F:17
Concordia Park	4.75	G:17
Cottontail	6.40	B:11
Evergreen	3.94	I:7
Howard Johnson	9.05	D:11
Keller Mayflower	2.26	I:12
Ladyslipper	16.52	A:19,20
Langton Lake	53.54	A-C:6
Lexington	8.45	I:12
Mapleview	3.26	B:19
Materion	8.51	G:19,20
Memorial Park		D:12
Oasis	14.44	B,C:7,8
Owasso Ballfields	4.37	D:14
Owasso Hills	8.51	B,C:17
Pioneer	4.71	J:14
Pocahontas	5.69	E:10
Reservoir Woods	109.75	J:15-16,K:17
Rosebrook	8.28	E:8
Sandcastle	3.37	A:1,2
Tamarack	6.46	K,L:19
Valley	10.61	A:15
Veterans	3.57	D:12
Villa	40.83	I,J:17,18
Willow Pond	14.76	F:11
Woodhill	2.63	D:19

Facility	Address	Phone	Map Ref
City Hall	2660 Civic Center Dr	792-7000	D:12
Parks and Recreation Office	2660 Civic Center Dr	792-7006	D:12
Skating Center	2661 Civic Center Dr	792-7007	D:12
Brimhall Community Gymnasium	1744 County Road B W	638-1958	I:7
Central Park School Community Gym	535 County Road B2 W	481-9951	F:17
Roseville Gymnastics Center	1240 County Road B2 W	635-1660	G:11-12
Cedarholm Golf Course	2323 Hamline Ave N	792-7011	G:10
Harriet Alexander Nature Center	2520 Dale St N	792-7012	F:17
Roseville Fire Administration*	2701 Lexington Ave N	792-7009	D:12
Roseville Police Department*	2660 Civic Center Dr	792-7008	D:12

* For all police or fire emergencies, dial 911

Library / Post Office			
Facility	Address	Phone	Map Ref
Ramsey County Library	2180 Hamline Ave N	628-6803	H:11
Roseville Post Office	2000 County Road B2 W	631-0628	F:5

Schools / Colleges			
Name	Address	Phone	Map Ref
Brimhall Elementary School	1744 County Road B W	638-1958	I:7
Central Park Elementary School	535 County Road B2 W	481-9951	F:17
Concordia Academy	2400 Dale St N	484-8429	G:17
Fairview Community Center	1910 County Road B W	631-1013	I:6
King of Kings	2400 Dale St N	484-9206	G:17
Northwestern College	3003 Snelling Ave N	631-5100	A:8
North Heights Lutheran	2701 Rice St N	484-7825	D:20
Christian Day School			
Parkview Center School	701 County Road B W	487-4360	H:16
Roseville Area High School	1240 County Road B2 W	635-1660	G:11-12
Roseville School District 623	1251 County Road B2 W	635-1600	F:11
St. Rose of Lima	2072 Hamline Ave N	646-3832	I:11

Financial Institutions			
Key	Name	Address	Map Ref
B1	Affinity Plus Federal Credit Union	2730 Snelling Ave N	D:9
B2	Bremer Bank	1715 County Road B2 W	F:8
B3	Community National Bank	1501 County Road C W	D:9
B4	Interbank	1875 County Road B2 W	F:6
B5	North Star Bank	1820 Lexington Ave N	K:13
B6	Premier Bank	1875 Highway 36 W	G:6
B7	TCF	Har Mar Mall	I:9
B8	TCF	2167 Lexington Ave N	H:12
B9	Teacher's Federal Credit Union	2150 Lexington Ave N	I:13
B10	Twin City Co-op Credit Union	1935 County Road B2 W	F:6
B11	US Bank	2690 Snelling Ave N	D:9
B12	US Bank (Byerly's)	1601 County Road C W	D:8
B13	Wells Fargo Bank	2440 Fairview Ave N	F:7

Medical Clinics				
Key	Facility	Address	Phone	Map Ref
M1	Now Care	1955 County Road B2 W	635-0054	F:7
M2	Rosedale Medical Center	1835 County Road C W	(763)785-4300	D:6
M3	Twin Lakes Eye Center	1835 County Road C W	638-1555	D:6

Major Shopping Centers			
Name	Address	Stores	Map Ref
Crossroads of Roseville	1643-1655 County Road B2 W	20	F:8
Hamline Center	2797-2833 Hamline Ave N	18	C:10
Har Mar	2100 Snelling Ave N	54	I:9
Lexington Plaza	1680-1754 Lexington Ave N	25	L:13
Lexington Plaza Shoppes	1739-1787 Lexington Ave N	12	L:12
McCarron Hills	1681-1717 Rice St N		L:20
Rosedale	1595 Highway 36 W	143	G:7,8
Rosedale Commons	2480 Fairview Ave N	19	F:7
Rosedale Marketplace	2401-2439 Fairview Ave N	12	F,G:6
Rosedale Square	1601-1677 County Road C W	25	D:8
Rosedale Square North	2701-2717 Lincoln Dr N	14	C:8
Roseville Center	1121-1215 Larpenteur Ave W	21	L:12
Roseville Crossings	Lincoln Dr at Snelling/County C	8	D:8
Rosewood	2181-2195 Snelling Ave N	6	H:8

Exhibit B

Recycling Day	Single Family		Other				Total
	Single Family	Townhome	Double Dwelling	Half Double Dwelling	Two Family	Three Family	
Monday	2,174	504	14	10	2	3	2,707
Tuesday	1,367	85	10	12	10	3	1,487
Wednesday	1,388	118	28	28	16	3	1,581
Thursday	2,382	80	36	6	14	0	2,518
Friday	1,209	90	8	0	8	3	1,318
City Wide	8,520	877	96	56	50	12	9,611

Source:
Ramsey County
Property Records
Apr-13

Single Family + Other
Total 8734
Townhome
Total 877
Total SFD 9611

City of Roseville - Multi Family Complex Recycling Service Level

Apartments - Rental	Address	# units	# Carts
Aquarius Apartments	2425 County Road C2	99	3 paper, 3 containers
Brittany Apartments	175 Larpenteur Avenue	17	1 paper, 1 containers per building, weighted to prevent blowing over
	1722, 1725, 1735, 1738 Woodbridge Court	62	
Centennial Gardens East	1405-1425 Terrace Drive / 1400-1420 Centennial Drive	95	2 paper, 2 containers per complex
Centennial Gardens West	2815-2845 Pascal Street	95	
1363 County Road B		11	1 paper 1 containers
1610 County Road B		11	1 paper 1 containers
1647 County Road B		11	1 paper 1 containers
2447 County Road B		17	1 paper 1 containers
Coverdale Apartments	1725 Dellwood Street	12	1 paper 1 containers
Dale Terrace Apartments	720 County Road B	42	2 paper, 2 containers
1144 Dione Street		23	2 paper 2 containers
1614 Eldridge Avenue		11	1 paper 1 containers
1615 Eldridge Avenue		11	1 paper 1 containers
1624 Eldridge Avenue		11	1 paper 1 containers
1625 Eldridge Avenue		11	1 paper 1 containers
1634 Eldridge Avenue		11	1 paper 1 containers
1635 Eldridge Avenue		11	1 paper 1 containers
Garley Apartments	1634 County Road B	11	1 paper 1 containers
2180 Haddington Road		5	1 paper 1 containers
Hamline Terrace	1360-1410 Terrace Drive	102	3 paper, 3 containers
2900 Highcrest Road		11	1 paper 1 containers
2950 Highcrest Road		12	1 paper 1 containers
Hillsborough Apartments	240-250 Grandview Avenue	86	1 paper, 1 container per station in garage, 4 stations, caretakers bring carts to west parking garage entrance
	2335-2345 Woodbridge Street	120	
Hilltop Apartments	160-170 Elmer Street	34	2 paper 2 containers
Karie Dale Apartments	2355-2393 Dale Street	44	1 paper, 1 containers per dumpster - two dumpsters
Lar Dale Apartments	655 Larpenteur Avenue	17	1 paper 1 containers
The Lexington	2755 Lexington Avenue	150	4 containers, 4 3 yd cardboard dumpsters
Lexlawn	1943 Lexington Avenue	17	1 paper 1 containers
Lexington Court	2192-2206 Lexington Avenue	52	1 paper, 1 containers per dumpster -

City of Roseville - Multi Family Complex Recycling Service Level

			two dumpsters
Lexington Twins	1890-1900 Lexington Avenue	22	2 paper 2 containers
Marion Apartments	195-221 Larpenteur	58	1 paper, 1 containers per building, weighted to prevent blowing over
	1720 Marion Street	29	
	1735, 1740, 1745 Marion Street	87	
1705 Marion Street		3	1 paper, 1 containers
1750 Marion Street		24	1 paper 1 containers
McCarrons Apartments	166-204 North McCarrons Boulevard	56	1 paper, 1 containers per dumpster - two dumpsters
161 McCarrons Street		11	
161 Minnesota Avenue		6	1 paper 1 containers
Northwestern College Apartments	1610 Lydia Avenue	23	1 paper 1 containers
Talia Place	3020 Old Highway 8	11	1 paper 1 containers
Parkview Manor	2202-2210 Dale Street	34	3 paper, 2 containers
Palisades	535-570 Sandhurst Drive	330	1 paper 1 containers per building in garage 5 buildings
2125 Pascal	2125-2133 Pascal Street	22	
			1 paper 1 containers per building - two buildings
Riviera Apartments	885-965 Highway 36	32	1 paper 1 containers
Riviera Apartments	925, 965 W. Highway	64	1 paper 1 containers per building - two buildings
Rose Hill Estates	591-601 County Road B	35	
	2194 Dale Street	17	2 paper 2 containers
Rose Mall Apartments	2201-2221 Albert Street	54	15 carts total
	1430-1440 Commerce Street	36	
	2190-2220 Pascal Street	72	
Rose Park Apartments	2128-2136 Fry Street	22	2 paper, 2 containers
Rose Vista Apartments	1222-1238 Rose Vista Court	154	14 carts total
Rosedale Estates	2735-2855 Rice Street	360	16 carts total
Roselawn Apartments	1125 Roselawn Avenue	17	1 paper 1 containers
Roselawn Village	1074 Roselawn Avenue	22	2 paper 2 containers
Rosetree Apartments	655 Highway 36	48	2 paper 2 containers
Roseville Terrace	1759 Dunlap Street	18	1 paper 1 containers per building - two buildings
	1760 Fernwood Street	17	
Sienna Green	2225-2265 Snelling Avenue	120	1 paper, 1 container per building, 6 buildings
Sienna Green II	2275 Snelling Ave. N	46	

City of Roseville - Multi Family Complex Recycling Service Level

1629 Skillman Avenue	1629-1635 Skillman Avenue	14	1 paper 1 containers
Snelling Terrace	2906-2930 Snelling Avenue	48	2 paper 2 containers
2980 Snelling Avenue	Northwestern College	17	1 paper 1 containers
2610 Snelling Curve		17	1 paper 1 containers
South Oak Apartments	1080 County Road D	25	1 paper 1 containers
Sun Place Apartments	1721 Marion Street	30	1 paper 1 containers
Terrace Park	1420 Terrace Drive	36	2 paper 2 containers in garage
Valley 8 Apartments	3050 Old Highway 8	85	1 paper 1 containers per dumpster - two dumpsters
Victoria Place	2250 Victoria Street	58	4 carts, 1 2 yd for cardboard

Apartments - Senior Housing Rental		# units	# Carts
Applewood Pointe	1480 Applewood Court	94	1 paper 1 containers per floor - three floors - caretaker brings to driveway
Applewood Pointe - Langton Lake	1996 Langton Lake Drive	48	1 paper 1 containers per floor
Cherrywood Pointe	2996 Cleveland Ave	50	3 paper, 3 containers
Eagle Crest	2925-2945 Lincoln Drive	216	4 paper, 4 containers
Coventry Seniors Apartments	2820 Snelling Ave (109) 2775-2839 Asbury St (40)	149	10 carts
Greenhouse Village	1024 Larpenteur	102	8 carts - 4 of each
Heritage Place	563 County Road B W	50	2 paper 2 containers 3 yd cardboard dumpster
Rosepointe	2545-2555 Hamline Avenue	190	6 carts, 2 2-yd for cardboard
Roseville Seniors	1045 Larpenteur Avenue	127	3 paper, 3 containers
Rosewood Estates	2750 Victoria Street	106	2 paper, 2 containers
Sunrise Assisted Living	2555 Snelling Avenue N	77	6 carts
Villas at Midland Grove	1940 Fulham Street	32	1 paper, 1 containers each floor, 3 floors

Condominiums

Bonaventure	3090 Lexington Avenue	30	3 paper, 2 containers
Executive Manor Condos	3153-3155 Old Highway 8	72	3 containers, 3 paper
Hamline House Condos	2800 Hamline Avenue	150	4 paper, 4 containers
Lake Josephine	3076 Lexington Avenue	23	3 carts of each
McCarrons Lake Condos	185 N McCarrons Blvd	42	3 carts of each

City of Roseville - Multi Family Complex Recycling Service Level

Midland Grove Condos	2200-2250 Midland Grove Road (private)	174	9 carts 3 4-yd for cardboard
Parkview Estate	2670-2700 Oxford Street	204	2 paper, 3 containers in each building - 4 buildings
Ramsey Square	2700-2730 Dale Street	192	1 paper, 1 containers per building, 4 buildings
Roseville Commons	2496 County Road C2 W	30	2 paper, 2 containers in garage
Rosewood Village	1620-1690 Highway 36	201	4 sets caretaker brings to tipping location on east edge of parking lot
Villa Park	500 County Road B	95	2 carts 1 2-yd for cardboard

Townhomes - Rental

Roseville Townhomes	3085 Old Highway 8	40	2 containers, 1 paper dumpster per building, 2 buildings
Samuel Street (2086-2090)	2086 units 5-8, 2087 units 1-4, 2090 units 9-12	12	2 paper 2 containers

Mobile Home Parks

Roseville Mobile Home Park	2599 Lexington Avenue	107	3 paper, 3 containers
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Office Building

State Farm Office Bldg	2201 Lexington	8	1 paper, 1 containers
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Exhibit C

Annual Composition

Type of Material	2006 % of Total Tonnage	2007 % of Total Tonnage	2008 % of Total Tonnage	2009 % of Total Tonnage	2010 % of Total Tonnage	2011 % of Total Tonnage	2012 % of Total Tonnage
Total Annual Tons	3,441	3,681	3,556	3,281	3,322	3,244	3,173
Papers							
News Mix	63.98%	56.46%	66.00%	61.65%	59.68%	51.53%	56.86%
Cardboard	6.71%	13.23%	4.50%	5.48%	7.34%	10.33%	9.09%
Boxboard	2.37%	7.60%	2.60%	5.48%	3.79%	7.04%	5.81%
Wet Strength	0.36%	0.10%	0.50%	0.00%	1.77%	0.46%	0.50%
Phone Books	1.33%	0.11%	0.10%	0.02%	0.12%	0.14%	0.28%
Milk Cartons & Juice Boxes	Not collected	Negligible	Negligible	Negligible	0.02%	0.03%	0.47%
Textiles	0.40%	Negligible	Negligible	0.02%	0.02%	Negligible	0.20%
Residual	0.24%	0.11%	.5%	0.06%	0.07%	0.27%	0.19%
TOTAL	75.40%	76.60%	74.20%	72.72%	72.81%	69.79%	73.40%
Containers							
Total Glass	14.89%	15.15%	16.70%	17.54%	17.31%	18.08%	16.94%
Steel Cans	2.64%	2.00%	2.40%	2.43%	2.65%	2.49%	2.38%
Aluminum	1.48%	1.10%	1.40%	1.40%	1.43%	2.10%	1.37%
Total Plastics	4.70%	4.01%	4.60%	5.75%	5.67%	6.94%	5.63%
Residual	0.89%	0.15%	0.70%	0.17%	0.12%	0.60%	0.28%
TOTAL	24.60%	22.40%	25.80%	27.28%	27.19%	30.21%	26.60%
Total Residual	1.13%	0.26%	1.2%	0.23%	0.19%	0.91%	0.47%

Attachment A - Proposal Content Checklist

Proposers must prepare six hard copies and one electronic copy of the submissions that follow the format and sequence specified in this RFP. Submission must be printed on 100% post-consumer recycled content paper and one electronic copy of the proposal formatted in Microsoft WORD on a compact disk that is preferably reformatted/recycled.

Proposers shall complete and submit this checklist of items for inclusion in the proposal. Each item must be submitted on a separate page. This checklist may also be filled out electronically using the attached Form version.

Responsiveness (Pass/Fail)

The Contractor must submit the following in order to be considered responsive:

- ☐ Completed Proposal Submittal Form and Affidavit of Non-Collusion (Attachment B)
- ☐ Statement as to any litigation in the past five years within the State of Minnesota and the current status of that litigation
- ☐ List of firm's Principal Officers' names, and name, addresses and contact information (telephone, email, fax) for designated contact person
- ☐ A comprehensive cart rollout plan and schedule for the initial cart distribution (Section 5.02)
- ☐ Examples of monthly and annual reports (Section 6.01)
- ☐ Example of the Contractor's annual report to MFD building owners (Section 6.03)
- ☐ A statement clearly specifying the location(s) of its recyclables processing facility (or subcontractor's facility) where material collected from the City will be delivered and / or processed (Section 7.01)
- ☐ Certification of end markets (Section 7.06)
- ☐ Examples of proposer's public education materials including education tags (Section 5.07 and 6.05)
- ☐ List of references – similar to what was previously submitted electronically
- ☐ Project Capability Plan (Attachment C)
- ☐ Project Community Values Capability Form (Attachment D)
- ☐ Pricing Forms – all eight scenarios (Attachment E)
- ☐ Value Added Plan (Attachment F)

Formatting Requirements

Contractor must follow the formatting requirements of the following Attachments.

- ☐ Project Capability Plan (Attachment C)
- ☐ Project Community Values Form (Attachment D)
- ☐ Value Added Plan (Attachment F)

In order to minimize bias, the attachments identified above must NOT contain any names that can be used to identify the Contractor. Templates of these Attachments in Word format are available for download.

Contractors are NOT allowed to re-create, re-format, or modify the Attachment templates (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

Attachment B

PROPOSAL SUBMITTAL FORM COMPREHENSIVE RECYCLING COLLECTION SERVICES

**CITY OF ROSEVILLE
2660 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113**

TO: Kari Collins
Administrative Assistant
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Dear Madam:

1. The following proposal is made for Comprehensive Recycling Collection Services as described in the Specifications provided to the prospective contractors.
2. The undersigned certifies that the specifications contained herein have been carefully examined and understood and that at no time will misunderstanding of said specifications be pleaded.
3. In submitting this proposal, it is understood that the right is reserved by the City to reject any or all proposals and to waive any informalities and technicalities without explanation.
4. If a corporation, what is the State of Incorporation? _____
5. If a partnership, state full names of all co-partners: _____

6. The contractor, in compliance with the Notice Requesting Proposals for Comprehensive Recycling Services, hereby submits the following proposal:

Official Address:

Firm Name:

By: _____
Title: _____
Date: _____

**AFFADAVIT AND INFORMATION REQUIRED OF BIDDERS
(RFP SUBMITTERS)**

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the proposer (if the proposer is an individual), a partner with the proposer (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
- (2) That the attached proposal or proposals have been arrived at by the proposer, independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposals, designed to limit independent proposing or competition;
- (3) That the contents of the proposal or proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal or official reviewing the proposal or proposals; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to before me this
_____ day of _____, 2013

Notary Public
My Commission expires _____, 20____

Attachment C

Project Capability Plan

This template must be used. The Project Capability Plan should identify the Contractor's capability to meet the requirements for recycling service. The capability claims should be prioritized (list the most important claims first). The Contractor may add or delete Project Capability Claim table templates, but do not exceed the two-page limit. Do NOT include any identifying information in your Plan. Information listed under the "Documented Performance" line may describe where the Contractor has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Project Capability 1 Claim: _____

Documented Performance: _____

Project Capability 2 Claim: _____

Documented Performance: _____

Project Capability 3 Claim: _____

Documented Performance: _____

Project Capability 4 Claim: _____

Documented Performance: _____

Project Capability 5 Claim: _____

Documented Performance: _____

Project Capability 6 Claim: _____

Documented Performance: _____

Attachment D

Project Community Values Capability

This template must be used. The Contractor must identify its capability to meet the Community Values:

- Collection – which includes Clean and quiet; Impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, More materials picked up – particularly plastics, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, Multi-family dwelling recycling
- Outreach – which includes Voluntary expansion to businesses, Effective frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, Outreach to low participating communities, Outreach using electronic communications
- Environmental Benefits – which includes Experience with Zero Waste events, Reduced carbon footprint, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and MRF locations

The capability claims should be prioritized (list the most important claims first). The Contractor may add or delete Project Capability Claim table templates, but do not exceed the two-page limit. Do NOT include any identifying information in your Plan. Information listed under the “Documented Performance” line may describe where the Contractor has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Community Values Capability 1 Claim: _____

Documented Performance: _____

Community Values Capability 2 Claim: _____

Documented Performance: _____

Community Values Capability 3 Claim: _____

Documented Performance: _____

Community Values Capability 4 Claim: _____

Documented Performance: _____

ATTACHMENT E

PRICE WORKSHEET

Instructions for Roseville RFP price worksheet

All proposers must fill out all eight proposal scenario price worksheets. In addition, proposers also may complete an optional Additional alternate proposal scenario worksheet. Proposers may submit multiple scenarios.

Proposers may fill in the attached form or use their own in similar formats. However, the contents in the attached price worksheet must be included if alternative formats are submitted.

The basic revenue share formula outlined within this RFP can be summarized as a portion of the Proposer's materials sales revenue from commodities less processing costs for these commodities. Alternative revenue sharing formulae may be proposed. The City has a stated preference for using the specified published indexes as a means to simplify the accounting of proposed revenue share. Proposers can indicate from zero to 100 percent revenue share for percent of published price index. Thus, vendors can opt out of the revenue share component by simply inserting zero percent for the commodities for each scenario proposed. Alternate revenue sharing formula can be proposed, but these must be clear with examples for each alternate formula. Also, vendors proposing alternate revenue sharing formula must justify how the monitoring and accounting of the alternate formula will be at least as simple as the basic revenue share formula contained within this RFP.

The City will use the assumed tonnage and material splits in Exhibit C for calculating the net revenue share back to the City from all proposers. It is important to note that the City does not guarantee any minimum tonnage or any specific material splits. These are estimates only for purposes of this RFP and comparing the value of any revenue sharing proposals.

ATTACHMENT E – 1

CURBSIDE COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Curbside Collection Scenario – 3 Year Proposal Vendor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Residential Dwelling Unit per Month \$_____ per RDU

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 2

CURBSIDE COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Curbside Collection Scenario – 3 Year Proposal City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Residential Dwelling Unit per Month \$_____ per RDU

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 3

CURBSIDE COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Curbside Collection Scenario – 5 Year Proposal Vendor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Residential Dwelling Unit per Month \$_____ per RDU

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 4

CURBSIDE COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Curbside Collection Scenario – 5 Year Proposal City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Residential Dwelling Unit per Month \$_____ per RDU

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 5

MULTI-FAMILY COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Multi Family Collection Scenario – 3 Year Proposal Vendor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Multi Family Dwelling Unit per Month \$_____ per MDU

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 6

MULTI-FAMILY COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Multi Family Collection Scenario – 3 Year Proposal

City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Multi Family Dwelling Unit per Month \$_____ per MDU

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 7

MULTI-FAMILY COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Multi Family Collection Scenario – 5 Year Proposal Vendor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Multi Family Dwelling Unit per Month \$_____ per MDU

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 8

MULTI-FAMILY COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Multi Family Collection Scenario – 5 Year Proposal

City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Multi Family Dwelling Unit per Month \$_____ per MDU

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

Attachment F

Value Added Plan

Identify any options, ideas, alternatives, or suggestions to add value to this service. Include a short description of how it adds value to the project and identify if the items will increase or decrease cost or satisfaction. All cost impacts associated with these value added options must NOT be included in your base cost. You may add or delete rows if necessary, but do not exceed the two-page limit.

Item 1 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____

Item 2 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____

Item 3 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____

Item 4 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____

Item 5 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____

Item 6 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____

Agreement for Comprehensive Recycling Services

This Agreement ("Agreement") is made on the thirteen day of October 2013, between the City of Roseville, a municipal corporation (hereinafter "City"), and The Neighborhood Recycling Corporation d.b.a. Eureka Recycling, a Minnesota Corporation, with its principal place of business at 2828 Kennedy Street Northeast, Minneapolis, Minnesota 55413 (hereinafter "Contractor").

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of contractors to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Contractor.

The City and Contractor agree as follows:

1. ***Scope of Work Proposal.*** The Contractor agrees to provide the comprehensive recycling services shown in Section 5 (General Requirements for All Collections), Section 6 (Annual Reporting and Promotional Activities) and Section 7 (Materials Processing and Marketing) of the City's Request for Proposals ("Work") in consideration for the compensation set forth in Provision 3 below. The Work shall be performed using Single-Stream Collection illustrated in the Project Capability Plan, the Community Values Plan and the Value Added Plan of the Contractor's Proposal in the designated zones detail in the Recycling Zones Map. The performance of the Work shall be subject to the provisions contained in Section 8.05 (Liquidated Damages) of the Request for Proposals which provisions are incorporated into and made an integral and binding part of this Agreement. Section 5, 6, 7, 8.05 and the Project Capability Plan, the Community Values Plan and the Value Added Plan of the Contractor's Proposal and the Recycling Zones Map are attached hereto as Exhibit A.

Contractor shall survey residents as to their preferred cart size. That survey shall include (at a minimum) bin dropped material, a phone hotline, online ordering and a city-wide mailing. Contractor shall deliver carts beginning Monday, February 3, 2014 with collection of recyclables using the carts to commence on Monday, February 17, 2014.

The Contractor shall pay all costs associated with the initial cart order and rollout. The Contractor shall pay all costs for swapping out the carts.

The Contractor will maintain a sufficient new and replacement cart inventory that will be purchased by the Contractor. The Contractor shall, at its own expense, service and repair carts to meet supply and demand needs for the entire term of the contract.

For plastics that residents set out for recycling for which there are no viable markets (specifically post-consumer #3 PVC plastic packaging or #6 Polystyrene plastic, low or high densities) if the Contractor can determine an item is #3 or #6 plastic prior to dumping the cart they will leave it behind with a tag. Some plastics for which there are no viable markets will arrive at the processing facility. The Contractor will do its best to separate these unrecyclable plastics out from the rest of the recyclable plastics at the processing facility.

The City and the Contractor shall develop a work plan annually. The work plan shall include initiatives the Contractor will undertake to improve the City's recycling program.

2. **Term.** The term of this Agreement shall be from January 1, 2014, through December 31, 2016, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Contractor pursuant to the relevant portions of Attachment E-1 of the Contractor's proposal attached hereto as Exhibit B and as follows:

City agrees to pay Contractor \$2.22 per residential dwelling unit per month in 2014 for weekly curbside collection, processing and marketing of recyclables. For 2014 the City certifies that there are 9,611 residential curbside units that will receive service. The City will notify the Contractor by December 1 of each year what the certified number of curbside units will be for the subsequent year. In 2015 the City will pay Contractor \$2.26 per residential dwelling unit per month; and \$2.31 per residential dwelling unit in 2016.

The City agrees to pay Contractor \$2.22 per certified multi-family dwelling unit per month in 2014. City shall determine the number of units that will receive service during a given month by the last Monday of the previous month. For 2011 the City certifies that there are 6,076 residential multi-family dwelling units. In 2015 the City will pay Contractor \$2.26 per multi-family dwelling unit per month; and \$2.31 per multi-family dwelling unit in 2016.

Compensation will be subject to the following:

- A. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
- B. Third party independent contractors and/or subcontractors may be retained by the Contractor when required by the complex or specialized nature of the Work when authorized in writing by the City. The Contractor shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.

4. **City Assistance.** The City agrees to provide the Contractor with the following assistance concerning the Work to be performed hereunder:
 - A. Depending on the nature of the Work, Contractor may from time to time require access to public and private lands or property. To the extent the City is legally and reasonably able, the City shall provide access to and make provisions to enable the Contractor to enter upon public and private land and property as required for the Contractor to perform and complete the Work.
 - B. The City shall furnish the Contractor with a copy of any special standards or criteria promulgated by the City relating to the Work that is needed by the Contractor in order to prepare for the performance of the Work.
 - C. When dealing with contamination issues at multi-family properties, the City will assist the Contractor to obtain cooperation from the building owner/manager in removal of trash and separation of acceptable materials so that the carts can be serviced.
 - D. The City's Public Works Director or designee shall act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement.
5. **Method of Payment.** The Contractor shall submit to the City, on a monthly basis, an itemized invoice for Work performed under this Agreement. The Contractor shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. Invoices submitted shall be paid in the same manner as other claims made to the City. To receive any payment pursuant to this Agreement, invoices shall contain the following:
 - A. The current billing and past payments.
 - B. The following statement dated and signed by the Contractor: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

The payment of invoices shall be subject to the following provisions:

- A. The City shall have the right to suspend the Work to be performed by the Contractor under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Contractor is suspended in whole or in part by the City, the Contractor shall be paid for any services performed prior to the delivery upon Contractor of written notice from the City of such suspension.

- B. The Contractor shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.

Contractor shall, each quarter, pay the City one hundred percent of the net revenue from the sale of the recyclables. Net revenue will be calculated by multiplying the tons of individual material collected by the agreed upon market indices (indicated in the RFP) minus the processing fee of \$74 per ton for all recyclables processed. Because the owner of the Yellow Sheet Index discontinued the category Mixed Paper #1, the City and Contractor agree to replace that index with OMB Yellow Sheet, Chicago region for Mixed Paper #2, high side of the range.

For commodities where revenue is based on Market pricing the Contractor shall provide copies of Load Verification Forms detailing the amount of material sold, the vendor, and the price paid. The Load Verification Forms shall be included with the Contractor's monthly report to the City. The following commodities will use Market pricing confirmed by Load Verification Forms: Aseptic Cartons; Clothes, Linens and Rags; and Other Plastics

6. ***Project Manager and Staffing.*** The Contractor has designated Christopher Goodwin, Director of Customer Relations ("Project Contact") as the person for the City to contact and communicate with regarding the performance of the Work. The Project Contact shall be assisted by other employees of the Contractor as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. Contractor may not remove or replace Project Contact without 30 days written notice to the City. Contractor designates (651) 222-SORT (7678) as the number for residents to call with questions, concerns and complaints.
7. ***Standard of Care.*** All Work performed by the Contractor under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind.
8. ***Audit Disclosure.*** Any reports, information, data and other written documents given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential shall not be made available by the Contractor to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Contractor shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Contractor.

9. **Termination.** This Agreement may be terminated at any time by the City, with cause, by delivering to the Contractor at the address of the Contractor set forth on page 1, a written notice at least seven (7) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Contractor through and until the date of termination so long as the Contractor is not in default under this Agreement. If however, the City terminates the Agreement because the Contractor is in default of its obligations under this Agreement, no further payment shall be payable or due to the Contractor following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have, retain another contractor to undertake or complete the Work to be performed hereunder.
10. **Subcontractor.** The Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.
11. **Independent Contractor.** At all times and for all purposes herein, the Contractor is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Contractor an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Contractor shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
13. **Assignment.** The Contractor shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
14. **Services Not Provided For.** No claim for services furnished by the Contractor not specifically provided for herein shall be paid by the City.
15. **Compliance with Laws and Regulations.** The Contractor shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Contractor and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes

Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Contractor of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

17. **Indemnification.** The Contractor agrees to defend, indemnify and hold the City, its Council, officers, agents and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from a negligent act or omission (including without limitation professional errors or omissions) of the Contractor, its agents, employees, and/or subcontractors pertaining to the performance of the Work provided pursuant to this Agreement and against all losses by reason of the failure of said Contractor to fully perform, in any respect, all of the Contractor's obligations under this Agreement.

18. **Insurance.**

A. General Liability. Prior to starting the Work, the Contractor shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, and for damage to property, including loss of use, which may arise out of operations by the Contractor or by any subcontractor of the Contractor, or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Provision 18 or required by law. Except as otherwise stated below, the policies shall name the City as an additional insured for the Work provided under this Agreement and shall provide that the Contractor's coverage shall be primary and noncontributory in the event of a loss.

B. The Contractor shall procure and maintain the following minimum insurance coverages and limits of liability with respect to the Work:

Worker's Compensation: Statutory Limits

Employer's Liability \$500,000 each accident

Commercial General Liability: \$1,500,000 per occurrence
\$2,000,000 general aggregate
\$2,000,000 Products – Completed Operations
Aggregate
\$100,000 fire legal liability each occurrence
\$5,000 medical expense

Comprehensive Automobile Liability: \$1,000,000 combined single limit (shall include

coverage for all owned, hired and non-owned vehicles.

- C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:
- a. Personal injury with Employment Exclusion (if any) deleted;
 - b. Broad Form Contractual Liability coverage; and
 - c. Broad Form Property Damage coverage, including Completed Operations.
- D. Contractor shall maintain in effect all insurance coverages required under this Provision 18 at Contractor's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:
- a. All policies shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
 - b. All policies, except the Worker's Compensation Policy, shall contain a waiver of subrogation naming "the City of Roseville";
 - c. All policies, except the Worker's Compensation Policy, shall name "the City of Roseville" as an additional insured;
 - d. All policies, except the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Contractor under this Agreement; and
 - e. All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

A copy of the Contractor's insurance declaration page, Rider and/or Endorsement, as applicable, which evidences the compliance with this Paragraph 18, must be filed with City prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Contractor has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of, City's right to enforce the terms of Contractor's

obligations hereunder. City reserves the right to examine any policy provided for under this Provision 18.

- E. If Contractor fails to provide the insurance coverage specified herein, the Contractor will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Contractor, its contractors, subcontractors, agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

Contractor shall execute and deliver to City a Performance and Payment Bond with a corporate surety in the sum of \$25,000.00 or equal ("equal" may include a Letter of Credit from a banking institution approved by City). This Contract will not become effective until such a bond, in a form acceptable to City, has been delivered to City and approved by the City Attorney.

19. ***Ownership of Documents.*** All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Contractor may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.
20. ***Dispute Resolution/Mediation.*** Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Roseville unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated

Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

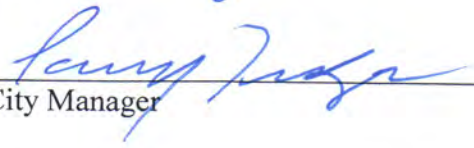
21. **Annual Review.** Prior to each anniversary of the date of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Contractor under this Agreement. The Contractor agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Contractor relative to the remaining Work to be performed by the Contractor under this Agreement.
22. **Conflicts.** No salaried officer or employee of the City and no member of the Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.
23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
25. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
26. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of the parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the date set forth above.

CITY OF ROSEVILLE

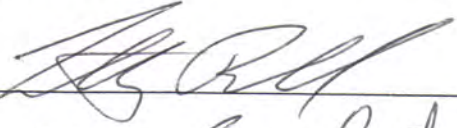


Mayor



City Manager

THE NEIGHBORHOOD RECYCLING
CORPORATION

By: 

Its: CEO - President



**Specifications and Request For Proposal
for
Comprehensive Recycling Service**

March 1, 2016

Proposal accepted until 4:00 p.m. CDT
March 31, 2016

Roseville City Hall
2660 Civic Center Drive
Roseville, MN 55113

**Request For Proposals
City Recycling Services**

City of Roseville, Minnesota

The City of Roseville is requesting proposals for comprehensive recycling services to all residential, single unit and multi-unit dwellings within the

**City of Roseville
For
January 1, 2017 to December 31, 2021**

The proposals shall be made in accordance with the Specifications and must be submitted to the City by:

**4:00 p.m. CDT
March 31, 2016**

The proposals shall be made on forms identical in content to those contained in the Specifications. All completed forms shall be submitted to:

**Ryan Johnson, Environmental Specialist
Engineering Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113**

Questions and request for packets should be directed to:

Ryan Johnson, Environmental Specialist
Engineering Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
(651) 792-7049
Ryan.johnson@cityofroseville.com

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**REQUEST FOR PROPOSALS FOR COMPREHENSIVE RECYCLING
SERVICES
TO ALL RESIDENTIAL SINGLE UNIT AND MULTI-UNIT DWELLINGS**

1. INTRODUCTION

The City of Roseville, Minnesota seeks to enter into a new recycling contract with a company to provide comprehensive residential recycling services for the City. Those services include collection, processing, marketing, staffing for recycling information at special events, and public education.

Among the goals of the City are to maximize recovery of recyclables from all residents in the City, to market materials so they achieve their highest and best use, to achieve the most cost-effective solution, and to encourage innovation in recycling and waste diversion.

Roseville residents have identified a city-wide goal to be an environmentally healthy community, and residents have identified various community values that environmental programs such as recycling should incorporate.

Those community values expressed by residents include:

- Collection Operations – which includes Clean and quiet; Low impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, Collecting more materials as markets become available, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, multi-unit dwelling recycling
- Resident and Community Engagement Efforts – which includes Voluntary expansion to businesses, effective Frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, outreach to low participating communities, outreach using electronic communications
- Environmental– which includes Experience with Zero Waste events, reduced carbon footprint, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and MRF locations

These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied.

The RFP defines the service standards and specifications and proposal requirements of the Comprehensive Recycling Program for the City of Roseville.

For the purpose of this RFP, the City of Roseville has identified 9,361 Residential Dwelling Units, defined as single unit dwellings, duplexes, triplexes, four-plexes and townhomes. These units will be serviced as Single unit dwellings (SUD's) as specified herein. The City has identified 6,112 Multi-unit dwellings (MUD's) as detailed in Exhibit B, defined as units in 5 or more unit buildings or mobile home parks. These units will be serviced as multi-units, as specified herein. The City has allowed faith organizations and small businesses that have similar recyclables composition to SUD's, to opt into the recycling program. There are 12 additional locations with a total of 19, 95 gallon carts. The City will allow other organizations and small businesses to opt-in to the recycling program, as long as the composition of materials is similar.

2. CONTRACTOR SELECTION PROCESS AND SCHEDULE

To the best of its ability, the City will use the following process and schedule for its decision-making:

Event	Date/Time
RFP Issued	March 1, 2016
Mandatory Pre-proposal Meeting	March 14, 2016
Questions Regarding RFP to be Submitted to City	March 18 at 4:00 p.m.
References Submitted to City	March 18 at 4:00 p.m.
Notification of Intent Submitted to City	March 18 at 4:00 p.m.
Answers to Questions Issued to Pre-Proposal Meeting Attendees	March 25 by 4:00 p.m.
Proposals Due to City	March 31 at 4:00 p.m.
Interviews of Finalists	Week of April 18
Council Meeting to Authorize Contract Negotiations	May 9, 2016
Execution of Contract	June 15, 2016 (approximately)

These dates are subject to change as the City deems necessary.

2.01. All contact by prospective Contractors and their agents regarding the City's RFP and procurement decision-making must only be made

with the City's designated contact person, Ryan Johnson, until after final execution of a contract for the RFP services. Prospective Contractors are encouraged to contact Mr. Johnson with questions or requests for more information. Contacts made with other City residents, officials or employees may, at the sole discretion of the City, disqualify the Proposer from consideration.

- 2.02.** Contractors are required to attend the pre-proposal meeting at 10:00 a.m. CDT on March 14 at Roseville City Hall. Proposals from Contractors that do not attend the meeting will not be considered.
- 2.03.** Questions, requests for clarification or requests for information about this RFP or process must be submitted no later than 4 p.m. March 18, 2016, in writing (preferably by email) to:
- Ryan Johnson, Environmental Specialist
Engineering Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
ryan.johnson@cityofroseville.com

All questions and requests for more information and the City's responses will be summarized in writing and emailed to all parties recorded by the City as having attended the pre-proposal meeting. Responses will be emailed by 4:00 p.m. March 25, 2016

- 2.04.** Contractors interested in responding to this RFP shall notify the City in writing of their interest and submit a list of references no later than 4:00 p.m. CDT, March 18, 2016, in writing (preferably by email) to:
- Ryan Johnson, Environmental Specialist
Engineering Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
ryan.johnson@cityofroseville.com

Notifications shall include the vendor's name and address, as well as a contact person's name and title, phone number and email address.

References shall include the name, phone number and email address of a contact person from at least five cities. Proposers may submit up to ten references (See evaluation criteria). References will be asked by the City to complete a survey rating the proposer's service.

- 2.05.** All proposals must be sealed and delivered to the Engineering Department Office at City Hall no later than 4:00 p.m. CDT, **March**

31, 2016, to be considered eligible. See Section 10 for details on how to submit a proposal.

- 2.06.** The City will form a proposal review committee to review and analyze the details of the qualified submitted proposals (See “Evaluation Criteria” Section of this RFP). Finalists will be invited to interviews with the review committee to be held the week of **April 18**. Following the interviews the committee will recommend Proposers with whom to negotiate further to the City Council.
- 2.07.** Upon direction from the City Council, City staff will negotiate terms of the agreement with the top-ranked Contractor.
- 2.08.** After a draft contract has been negotiated, City staff will present recommended contract to the City Council. The City Council may then award the contract and authorize staff to execute it.
- 2.09.** The new recycling contract will commence on January 1, 2017.

3. BACKGROUND AND HISTORY

Roseville has contracted for curbside recycling of single unit dwellings, duplexes, triplexes and four-plexes since July 1987. Once a month collection occurred from July 1987 – July 1988, twice a month collection from August 1988 – December 1998, every other week collection from January 1999 – April 2006, weekly collection from April 2006 – February 2014, and every other week collection has occurred at SUDs after February 2014.

The program began with collection of old newspaper (ONP) and aluminum cans. Over the years commodities have been added to include collection of old magazines (OMG), old corrugated containers (OCC), household office paper and mail, boxboard (OBB), phone books, carrier stock cardboard, aseptic packaging, glass bottles and jars, steel food cans, PET and HDPE plastic bottles, pizza boxes, and clothing and textiles.

In 1999 Roseville switched from source separated recycling to a two-sort system. In 2014 Roseville switched to a Single Stream program that is collected every other week.

Participation rates reported by Contractors were between 56 and 71 percent from 1999 – 2007, between 74 and 82 percent from 2007 – 2012, and between 76 and 93 percent for 2013 & 2014. City-wide recycling tonnages were fairly constant ranging from 2,900 to 3,200 tons collected annually since the program began.

Multi-unit dwellings were added to the program in 2003. Currently there are 97 buildings with a total of 6,112 units in the program. All new buildings are required to join the program.

4. DEFINITIONS

4.01 Aluminum cans

Disposable containers fabricated primarily of aluminum, commonly used for soda, beer, juice, water or other beverages.

4.02 American Metal Market (AMM)

Industry publication containing prices for secondary scrap metals.

4.03 Aseptic Packaging and Milk Cartons

Containers designed to maintain the sterility of a sterile (aseptic) product such as food. (e.g. gable-top milk cartons, juice boxes and aseptic packaging used for soup, broth, soy milk, etc.) Aseptic packages are typically a mix of paper, polyethylene (LDPE), and aluminum.

4.04 Carrier Stock

Paper injected with resins in order to resist moisture and used for containers to carry products such as beer and soda pop.

4.05 City's designated contact person

The City has designated Environmental Specialist Ryan Johnson as the City's sole point of contact for prospective Contractors.

4.06 City-designated recyclables, or Recyclable materials, or Recyclables

The following recyclable materials: bottles and cans including aluminum cans; clean aluminum foil; steel cans; glass food and beverage jars and bottles; plastic food and beverage bottles and containers, pails, and trays with any of the resin identification codes #1-#7 (excluding black plastic & Styrofoam); aseptic packaging, paper products including newspapers; magazines; boxboard; phone books; household office paper and mail; carrier stock cardboard; and corrugated cardboard (including boxes for delivery and take out pizzas); and clothes and linens as defined herein this RFP. The City encourages the Contractor to explore markets for additional types of recyclable material. Materials may be added to this list as part of Contractors proposal or by mutual written agreement between the City and the Contractor.

4.07 Clothes and Textiles

Towels, sheets, blankets, curtains, tablecloths, rags, and clothes including: belts, coats, hats, gloves, shoes and boots that are dry, clean and free of mold, mildew and excessive stains.

4.08 Collection

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

4.09 Commodity

Any individual material, including specific industrial grade, as defined by this Agreement.

4.10 Contractor

The City's recycling service Contractor under the new contract beginning operation on January 1, 2017.

4.11 Corrugated cardboard (OCC)

Cardboard material with double wall construction and corrugated separation between walls including boxes for delivery and take out pizzas. Does not include cardboard heavily coated in plastic or, wax.

4.12 Curbside

The area of public right of way between the property line and the curb or edge of the street, but not on the street.

4.13 Curbside recycling carts

Wheeled carts used as part of a single-stream collection system. If the Contractor owns the carts, carts shall be consistent in colors and design with a recycling symbol that is at least 4" tall on two sides and approved instruction label on each lid, so as to be easily identified by the resident/customer and the Contractor Driver as the container for recyclable materials collection.

4.14 Curbside recycling service

The recycling collection services, specified in this RFP and the subsequent contract, serving customers with recycling pickup at the curb or alley at their residence.

4.15 Glass jars and bottles

Glass jars, bottles, and containers (lids/caps and pumps removed) that are used for packing and bottling of food and beverages.

4.16 HDPE - Colored

Plastic bottles and thermoforms made from high density polyethylene resin with pigment or coloring (e.g., laundry detergent and automatic dishwasher soap bottles).

4.17 HDPE – Natural

Plastic bottles and thermoforms made from high density polyethylene resin without pigment or coloring (e.g., milk jugs, gallon water jugs, and ice cream pails).

4.18 Holidays

Days on which Recycling service is deferred one calendar day, including January 1, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

4.19 Market Indicator

Commodity price indices as per the recycling industry publication specified in the Contract.

4.20 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 reclaimers.

4.21 Materials Recovery Facility (MRF)

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

4.22 Multi-unit dwellings (MUD)

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

4.23 Multi-unit dwelling (MUD) recycling containers

Recycling containers used for multi-unit dwellings (MUD's) including any bin, cart, dumpster or other receptacle for temporary storage and collection of designated recyclables from residents in MFDs prior to collection. Such recycling containers must be separate, explicitly labeled with text and graphics as to recyclables included, and colored differently from other containers for mixed solid waste or trash.

4.24 Multi-unit dwelling (MUD) recycling service

Recycling collection service, together with related public education and other customer services, provided to MUD residents that utilize MUD recycling containers as specified in 4.26 and use MUD recycling stations as specified in 4.28.

4.25 Multi-unit dwelling (MUD) recycling stations

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

4.26 Non targeted materials

Non-recyclable materials that are not included in the City's recycling program. Examples of non-targeted items include, but are not limited to: pumps on plastic bottles, ceramic materials, heavily coated paper packaging, etc.

4.27 Official Board Markets (OBM)

Industry publication containing prices for secondary fiber or recovered paper in the form of the OBM "Yellow Sheet."

4.28 Organics

Residential organic materials derived from plant and animal matter including food waste and non-recyclable paper that is collected for composting.

4.29 Paper

Paper includes the following: newspapers including inserts (ONP); household office paper and mail; boxboard; carrier stock cardboard; old corrugated cardboard (OCC) including boxes for delivery and take out pizzas; phone books; kraft bags; and magazines/catalogs (OMG).

4.30 Participation Rate

The number of single unit dwellings (SUDs) that set out recyclable material at least once during a defined period of time (specific time) as a percentage of the number of eligible SUDs in the City.

4.31 Plastic containers

Rigid plastic containers; lids; and toy and electronic packaging – excluding black plastic, with a resin identification code of: #1 (PET, PETE); #2 (HDPE); #3 (PVC); #4 (LDPE); #5 (PP); #6 (PS) excluding Styrofoam; or #7 (other).

4.32 PET

Plastic bottles made from polyethylene terephthalate (e.g. soft drink, water and other bottles).

4.33 Process residuals

The material that cannot be economically recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as mixed municipal solid waste. Process residuals include but are 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.

4.34 Processing

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

4.35 Processing Fee

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

4.36 Recycled Content Products

Products or goods, including roadbed or other aggregate products that are openly marketed and have positive value. Recycled content products do not include use of any commodity for use at landfills.

4.37 Set-Out Rate

The number of single unit dwellings (SUD's) that set out recyclable material each week as a percentage of the number of eligible SUDs in the City.

4.38 Single Unit Dwelling (SUD)

A building containing up to four (4) dwelling units.

4.39 Steel cans

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

4.40 Walk-Up Service

A service where the driver will walk up to the resident's garage door, stoop or other designated location to collect recyclable material. The driver returns the bins/carts to the same location.

4.41 Waste

Any material that is deemed by the processor to be unable to be marketed into recycled content products. Typical "waste" includes pumps on plastic bottles, ceramic material in glass streams, and other prohibited items.

4.42 Zero Waste Events

Public events where organizers minimize the amount of waste generated by requiring recyclable or compostable packaging and products, and recycling or composting those materials.

4 GENERAL REQUIREMENTS FOR ALL COLLECTIONS

5.01. Weekly Service Requirements

The Contractor shall provide comprehensive recycling services described herein and as described in the Proposal. Collection shall occur weekly on the day of the week designated in Exhibit A “Garbage and Recycling Collection Zones” map. Contractor may submit an alternate bid for bi-weekly collection.

5.02. Collection Vehicle Equipment Requirements

All vehicles must be clearly identified on both sides with Contractor’s name and telephone number. In addition, all Collection vehicles used in performance of the Contract shall:

- Be duly licensed and inspected by the State of Minnesota;
- Operate within the weight allowed by Federal and Minnesota Statutes and local road weight limits;
- Be Minnesota Department of Transportation (DOT)-compliant at all times;
- Be leak-proof; and,
- Be kept clean and as free from offensive odors as possible.

Each Collection vehicle shall be equipped with the following:

1. Two-way communications device
2. First aid kit
3. All safety equipment required by Federal, State of Minnesota, and local governing bodies; including federal and state Departments of Transportation
4. Appropriate equipment for cleaning up spills and/or leaks
5. Receptacle for driver’s cigarette or cigar butts, tobacco ashes and chewing tobacco residue.

5.03. Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement. The Contractor will provide a Route Supervisor to oversee the recycling route drivers servicing the City. The Route Supervisor will be available to address customer complaints by cell phone or voice mail at minimum 6 hours per day. The Contractor shall have on duty Monday through Friday from 7:00 a.m. to 5:00 p.m. a dispatch customer service representative to receive customer calls and route issues. The Contractor shall provide a 24 hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

The Contractor shall certify that each employees of the Contractor that will be performing work in the city shall have been found free of

offenses of felony, gross misdemeanor or misdemeanor punishable by jail. The certification shall be approved by the Roseville Police Department.

Contractor's personnel will be trained both in program operations and in customer service and Contractor shall insure that all personnel maintain a courteous and positive attitude with the public and in the work place.

Contractor shall provide copies of all internal corporate policies and procedures regarding program operation management that ensure that all personnel will adhere to the appropriate personnel conduct including, but not limited to, the following requirements:

1. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
2. Perform their duties in accordance with all existing laws, ordinances, and regulations; and future amendments thereto of the Federal, State of Minnesota, and local governing bodies, including federal and state Departments of Transportation.
3. Be clean and presentable in appearance, as so far as possible.
4. Wear a uniform and employee identification badge or name tag.
5. Drive in a safe and considerate manner.
6. Manage containers in a careful manner, by picking them up, emptying their contents into the collection vehicle, and placing – not throwing or sliding – the container back in its curbside location so as to avoid spillage and littering or damage to the container.
7. Monitor for any spillage and be responsible for cleaning up any litter or breakage.
8. Avoid damage to property.
9. Only discard cigarette or cigar butts and tobacco ash in a proper receptacle on the collection vehicle.
10. Not smoke while inside garages or other enclosed buildings.

5.04. Recycling Containers

Contractor must submit proposals for options in which the Contractor owns the carts **and** in which the City owns the carts. Please see Attachment E.

The standard cart approximate dimensions shall be:
36-gallon cart 36" height x 18.5" wide x 23.5" deep
64-gallon cart 39" height x 25" wide x 31" deep
96-gallon cart 41" height x 30" wide x 36" deep

If the Contractor owns the carts, cart surface shall be smooth for ease in cleaning. Carts shall be consistent in colors and design with a recycling symbol that is at least 4" tall on two sides and approved lid, so as to be easily identified by the resident/customer and the Contractor Driver as the container for recyclable materials collection. The City shall approve the cart, color and labeling prior to manufacture.

The Driver is required to record and report to Contractor Dispatch the location of any cart that is damaged and that cart shall be repaired or replaced by the Contractor or designated subcontractor within one week of the report of damage.

Damaged or unusable carts must be recycled. All costs incurred in recycling carts shall be the responsibility of the Contractor, at no additional cost to the City. The Contractor will provide documentation showing the City where the carts were recycled.

Multi-unit dwellings (Option One Contractor-Owned Carts)

The Contractor or designated subcontractor shall purchase, own, ship, assemble, deliver, store/inventory, maintain and distribute 96-gallon carts (and cardboard dumpsters where requested) for all Multi-unit dwellings as specified in definition 4.23 in sufficient quantity to adequately contain the materials between weekly collections, to be placed in recycling stations as specified in definition 4.26. The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory for both the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Ongoing cart distribution shall be done on a weekly basis.

Proposers must clearly specify their proposed single-sort cart manufacturer.

Multi-unit dwellings (Option Two City-Owned Carts)

The City shall procure 96-gallon carts for use in the single stream collection program. The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory that will be purchased by the City. The Contractor shall service and repair carts to meet supply and demand needs for the entire term of the contract. The Contractor or designated subcontractor shall ship, assemble, deliver, store/inventory, maintain and distribute the carts (and Contractor owned cardboard dumpsters where requested) for all Multi-unit dwellings in sufficient quantity to adequately contain the materials between weekly collections, to be placed in recycling stations as specified in definition 4.24. The Contractor or designated

subcontractor will maintain a sufficient new and replacement cart inventory for both the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Damaged carts shall be repaired or replaced within two business days.

Proposers must clearly specify their proposed single-sort cart manufacturer.

Curbside Single Stream (Option One Contractor-Owned Carts)

The Contractor or designated subcontractor shall purchase, own, ship, assemble, deliver, store/inventory, maintain and distribute 64-gallon carts. The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory for both the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Ongoing cart distribution shall be done on a weekly basis.

The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory for both the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Damaged carts shall be repaired or replaced within two business days.

Proposers must clearly specify their proposed single-sort cart manufacturer.

Thirty-two and ninety-six gallon carts of similar design shall be provided to residents who request a different level of service. Additional carts will be provided at no extra charge to residents who request them.

Curbside Single Stream (Option Two City-Owned Carts)

The Contractor or designated subcontractor shall work with the City to procure 64-gallon carts for use in the single stream collection program. The carts will become the property of the City of Roseville at the end of the contract period for use in the next contract cycle.

The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory that will be purchased by the City. Damaged carts shall be repaired or replaced within two business days.

Proposers must clearly specify their proposed single-sort cart manufacturer.

Thirty-two and ninety-six gallon carts of similar design shall be provided to residents who request a different level of service. Additional carts will be provided at no extra charge to residents who request them.

The cart manufacturer selected by the City under a separate procurement process shall be responsible for preparing a comprehensive cart rollout plan and schedule for the initial cart distribution. This cart roll-out plan shall include:

1. Final cart, label and logo specifications (including details of cart color, lid color, and draft content of any label instructions) to be proposed by the Contractor and approved by the City.
2. Cart order quantity (including specified overage to have in stock as excess inventory).
3. Contractor's plan for cart roll-out to customers, including start and end dates.

The Contractor will work with the City to create the educational materials for distribution to customers.

At a minimum, the educational materials must have the following items:

1. Single stream system instructional brochure for customers.
2. Single stream system instructions (text and images) for the City's website and newsletters.

Cart rollout, or an approved cart rollout plan, shall be completed by the Contractor, no later than December 30, 2016. The Contractor shall provide initial distribution of single stream carts to customers, whether carts are owned by the City or the Contractor

5.05. Collection

Multi-unit dwellings

Contractor shall empty all acceptable materials from inside the containers and acceptable materials that may be set adjacent to the containers. After emptying the containers, the Contractor shall return the containers to their appropriate locations.

Multi-unit dwellings shall receive service once a week unless a different service frequency is agreed to by the City, the property owner, and the Contractor. The City does not regulate the day of the week Multi-unit dwellings shall receive service. Contractor shall

inform the City and each dwelling owner or manager the day and approximate time the dwelling is scheduled to receive service.

Curbside Collection

Residents shall place recycling carts at curbside or at the alley on collection day, placing the cart with the handle toward the house and the lid opening toward street. The Contractor shall collect from each participation household all acceptable materials.. The Driver is required to place the emptied cart back down in the same curbside location as set by the resident. In no case is the cart to be left in the street.

Walk-up service shall be provided at no additional charge for all customers who request it. The City will compile a list of seniors, disabled and/or special needs residents who request such service.

The Contractor must, at least once per quarter, or as agreed upon by the City and the Contractor, conduct curbside recycling cart checks. Geographic regions for cart checks must rotate between each recycling zone. The Contractor shall audit the contents by visually inspecting the material of carts from at least 25 households and leave education tags if any Non-Targeted Materials are found in the carts. A log shall be kept of all resident addresses where education tags were left and the addresses shall be included in the annual report to the City.

Procedure for Unacceptable Recyclables

If Contractor determines that a resident has set out unacceptable recyclables, the driver shall use the following procedures:

Curbside

Contractor shall leave the unacceptable recyclables and leave an “education tag” indicating acceptable materials and the proper method of preparation (**Note: a copy of the tag is to be included with the proposal**).

If the unacceptable recyclables have been tipped into the collection truck, the driver shall record the address of the stop. The Contractor shall send a letter to the resident noting the unacceptable recyclables and providing information on what are accepted recyclables. The address shall be recorded on a form acceptable to the City. Contractor shall report the addresses to the City Recycling Coordinator at the end of each month (**Note: a copy of the form is to be included with the proposal**).

Upon request, the City Recycling Coordinator will undertake efforts to educate the resident or owner regarding proper materials preparation.

Multi-unit dwellings

Contaminated carts or dumpsters of material will not be collected and a tag, if available, will be left indicating the reason the material is unacceptable. The Contractor shall also notify the City Recycling Coordinator within one business day by phone that the material was left and the reason that the material was unacceptable. It will be the responsibility of the Contractor to obtain cooperation from the building owner/manager in removal of trash and separation of acceptable materials so that the carts can be serviced.

Zero Waste Events

Roseville holds four Zero Waste events each year at which organic material is collected for composting:

- Earth Day Celebration, 3rd Saturday in April
- Taste of Rosefest, 4th Thursday in June
- Run for the Roses, 4th Saturday in June
- Wild Rice Festival, 2nd Saturday in September

The contractor shall be responsible for attending the events to monitor the collection stations, and educate residents. All material (organic, recyclables, trash) collected shall be the responsibility of the Contractor for appropriate processing, or disposal. Organics shall be disposed of at a permitted organics composting facility.

As part of their Value Added Plan, Proposers are encouraged to describe their experience conducting Zero Waste events.

Curbside Collection of Residential Organics

The City may consider the option to offer curbside organics (food waste and non-recyclable paper) collection during the term of the agreement. Proposers should address in their Value Added Plan, including cost and collection method, a proposal for curbside collection of organics. The City retains the rights to initiate negotiations with the Contractor to implement curbside organics collection.

The City allows small businesses and faith organizations to opt-in to the City's recycling program through an application process. To opt-in, organizations and businesses need to send in an application to the City, have a similar composition to a Single Unit Dwelling (SUD), and be able to recycle materials in a 96 gallon recycling cart. If these requirements are met, the City will approve the opt-in application

and provide the information to contractor. The contractor is then responsible to drop of the cart(s) and start collection.

5.06. City's annual recycling public education flyer

The Contractor will be responsible for providing an annual public education flyer to be sent to all residents that contains the following recycling information:

- List of materials to be included for recycling
- List of materials excluded that cannot be recycled in the City's program
- How to prepare materials
- How to receive additional information about the program

The flyer shall be delivered to homes no later than January 31 of each year.

5.07. 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 setout requirements. Such information shall be included in the annual public education flyer as detailed in 5.06.

5.08. Collection Zones

By Ordinance the City of Roseville is divided into five zones, each with its own day of the week for collection of refuse and recycling as detailed in Exhibit A. Collection in each zone shall occur on the designated day, except for Holidays. The number of housing units in each collection zone is detailed in Exhibit B.

5.09. Collection Hours

Contractor shall maintain sufficient equipment and personnel to assure that all collection operations commence no earlier than 7 a.m. and are completed by 6:00 p.m. on the scheduled collection day.

Non-Completion of Collection and Extension of Collection Hours

If Contractor determines that the collection of recyclables will not be completed by 6:00 p.m. on the scheduled collection day, Contractor shall notify the City Recycling Coordinator by 4:00 p.m., and request an extension of the collection hours. Contractor shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion. If the Recycling Coordinator cannot be

reached, the Contractor will request the Public Works Director. If the Public Works Director cannot be reached, the Contractor shall contact the City Manager.

5.10. Cleanup Responsibilities

Contractor shall adequately clean up any materials spilled or blown during the course of collection and/or hauling operations. Any unacceptable materials left behind should be secured within resident's recycling container, if provided. Driver shall take all precautions possible to prevent littering of unacceptable recyclables.

5.11. Missed & Partial Dump Collection Policy & Procedures

Contractor shall have a duty to pick up missed & partially dumped collections. Contractor agrees to pick up all missed & partially dumped collections on the same day that the Contractor receives notice of a missed collection, provided notice is received by Contractor before 11:00 a.m. on a business day. If notice of a missed or partially dumped collection is received after 11:00 a.m. on a business day, Contractor agrees to pick up that missed or partially dumped collection before 6:00 p.m. on the business day immediately following.

Contractor shall provide staffing of a local telephone-equipped office with specific knowledge of the City's contract to receive missed & partially dumped collection complaints between the hours of 7:00 a.m.-5:00 p.m. on weekdays, except holidays, and on Saturdays during weeks in which a holiday has delayed pickup in the Friday zone until Saturday. The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. Contractor shall keep a log of all calls, including the subject matter, the date and time received, the Contractor's response, and the date and time of response. This information shall be provided to the City in the annual report.

5.12. Severe Weather

Recycling collections may be postponed due to severe weather at the sole discretion of the Public Works Director. "*Severe Weather*" shall include, but shall not be limited to, those cases where the temperature at 6:00 a.m. is -20 degrees F or colder. Upon postponement, Collector shall immediately notify the City, put notice on the Contractor's website, alert the news media and use other means to contact residents. The City will be responsible for notifying the residents by municipal cable TV, email notification and any other

means identified by the City. Collection will be made the following business day.

5.13. Weighing of Loads

Contractor will keep accurate records consisting of the date, time, collection route, driver's identification, vehicle number, tare weight, gross weight, net weight, and number of recycling stops for each loaded vehicle. Collection vehicles will be weighed empty before collection to obtain a tare weight and weighed after completion of a route or at the end of the day, whichever occurs first. These records shall be maintained on file by the contractor for at least three years in the event of an audit by the City or County.

5.14. Ownership

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

5.15. Scavenging Prohibited

Any person or persons taking recyclable materials from a recycling container without explicit permission of the inhabitant of a residential dwelling unit or the owner or manager of a Multi-unit dwelling Complex will be in violation of local ordinance (City Code 403.03) and subject to penalty. The Contractor shall report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection containers.

Contractor will immediately report all witnessed scavenging to Roseville's Police dispatch at 651-767-0640.

5.16. Utilities

The Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations, under the executed contract, he/she shall repair or replace same, or failing to do so promptly, the City shall cause repairs or replacement to be made and the cost of doing so shall be deducted from payment to be made to the Contractor.

5.17. Damage To Property

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. The Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or recycling bins/carts, which are damaged by the Contractor. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within 48 hours with property of the same or equivalent value at the time of the damage.

If the Contractor fails to address the repair or replacement damaged property within 48 hours, the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonably incurred expenses. The Contractor shall reimburse the City for any such expenses within 30 days of receipt of the City's invoice.

5.18. Street Improvements

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

5.19 Municipal Facilities

Contractor will provide weekly recycling service at no additional charge to:

1. City Hall – 2660 Civic Center Drive
2. Roseville Skating Center – 2661 Civic Center Drive
3. Public Works Maintenance Facility – 1140 Woodhill Drive
4. Fire Station One – 2701 Lexington Avenue
5. Cedarholm Golf Course – 2395 Hamline Avenue
6. Harriet Alexander Nature Center/Wildlife Rehabilitation Center – 2520 Dale Street
7. Other mutually agreed upon City facilities.

Contractor shall provide a proposal for recycling services in City Parks. The proposal should include servicing (pulling) carts that are adjacent to parking lots, adjacent to buildings, and on trails. The

contractor should also include the removal and placement of carts in the spring and fall. Exhibit D is the list of parks and number of carts that will need servicing either weekly, or every other week. The Recycling Coordinator will inform the contractor on scheduling the servicing, dates for removal and placement of the carts.

Contractor will provide on-call recycling service to:

1. License Center – 2737 Lexington Avenue
2. Fire Station Two – 2501 Fairview Avenue (currently not in service)

Contractor will provide carts or other mutually agreed upon containers to facilitate Municipal Facility recycling service.

6. ANNUAL REPORTING AND PROMOTIONAL ACTIVITIES

6.01. Monthly and Annual Materials Reports

The Contractor will submit to the City monthly reports and annual reports dealing with the City's recycling program. At a minimum, the Contractor shall include in each report the following information:

1. Gross amounts of materials collected, by recyclable material (in tons)
2. Net amounts of materials marketed, by recyclable material (in tons)
3. Amounts stored, by recyclable material, with any notes as to unusual conditions (in tons)
4. The markets generally used for the sale of recyclables
5. Amounts of process residuals disposed (in tons)
6. Revenue share credits back to the City (if any)
7. Total number of stops
8. End Market Certification as specified in 7.06
9. Monthly reports shall be due to the City by the 15th day of each month

Annual reports shall be due by January 31. 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, multi-unit recycling, etc.). **Examples of monthly and annual reports shall be included with the Contractor's proposal.**

6.02. Customer Relations Report

Monthly the Contractor shall provide the City with

1. A list of all customer complaints, including a description of how each complaint was resolved.
2. A list of all addresses where education tags were left for residents and why the tags were left.
3. A list of all missed pick ups, and partial dumps, reported to the Contractor.

6.03. Annual Report to Multi-unit dwellings (MUD) Owners

The City's Contractor shall provide an annual report by January 31 of each year to the MUD owners served by the City's contractor. A copy of each report to the MUD 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, phone numbers, e-mail, etc.)
2. Street address of each MUD served.
3. Number of dwelling units for each MUD.
4. Description of collection services made available to occupants, including number of MUD recycling stations, number of MUD recycling containers, location of stations and dates of collection.
5. Description of public education tools used to inform occupants of availability of services.
6. Tonnage estimates for each building.
7. Recommendations for future improvements (e.g., specific public education tools).

An example of the Contractor's annual report to MUD building owners shall be included with the proposal.

6.04 Annual Performance Review Meeting to Discuss Recommendations for Continuous Improvement

Upon receipt of the Contractor's annual report, the City shall schedule a meeting with the Contractor and the City's Public Works Environment and Transportation Committee.

The objectives of this meeting will include (but not limited to):

- Review Contractor's annual report, including trends in recovery rate and participation.
- Efforts the Contractor has made to expand recyclable markets.
- Review Contractor's performance based on feedback from residents to the Committee members and/or City staff.

- Review Contractor's recommendations for improvement in the City's recycling program, including enhanced public education and other opportunities.
- Review staff and Committee recommendations for improving Contractor's service.
- Discuss other opportunities for improvement with the remaining years under the current contract.
- Discuss actions Contractor is taking to reduce its carbon footprint.

6.05. Publicity, Promotion, and Education

The Contractor and the Recycling Coordinator shall work together in the preparation and distribution of educational materials to ensure accurate information and program directions. Contractor shall have the written approval of the City before any material is produced or distributed to the City customers. Contractor shall pay for the annual design, printing and mailing of at least 9,361 copies of a curbside program flyer. The Contractor will provide a PDF or other mutually agreed upon electronic format version of the flyer, and 1,000 printed copies of the curbside program flyer to the City. The flyer shall be delivered to homes, and City, no later than January 31 of each year.

The Contractor will be required to provide annually a one-page multi-unit dwelling complex recycling flyer to multi-unit dwelling owners, landlords or other designated contact person in sufficient number that one copy may be distributed to each tenant. The Contractor will provide a PDF or other mutually agreed upon electronic format version for the City. The Contractor will also be required to provide posters and other educational material for multi-unit dwelling owners, landlords or other designated contact person to post in common areas.

The Contractor must be able to provide public education material in languages other than English (e.g., Spanish, Hmong, Somali, Karen, etc.). The City will specify the quantities of each set of materials needed and the locations for distribution.

During the term of the contract the Contractor may be asked by the City to make public appearances, provide information for local environmental groups, or attend public events sponsored by the City. Proposers shall describe their experience in providing Collection services and Zero Waste services at community events and what, if any, Collection opportunities could be provided at Roseville community events or City-sponsored events, and whether there would be a cost associated with the service.

In addition, proposers are encouraged to specify other public education tools that they will provide (e.g., recycling education materials targeted for a specific neighborhood, targeting a specific material type, etc.).

As part of this proposal, proposers shall provide examples of public education materials they have developed for other municipalities.

6.06. City Shall Approve Contractor's Public Education Literature

The Contractor shall submit a draft of any public education literature for approval by the City, at least one month before printing and release of any such literature.

6.07. Annual Work Plan

The City and the Contractor shall develop a work plan annually. The work plan shall include initiatives the City and the Contractor will undertake to improve the City's recycling program. These initiatives may include (but is not limited to) expansion of materials collected, voluntary expansion to businesses, effective education of residents - with measurement, community involvement, outreach to low participating communities, and outreach using electronic communications. The Plan shall be approved by the City and the Contractor by December 15 of the preceding year. (see also Sections 6.08 and 6.09)

6.08. Outreach to Low Participating Communities

Contractor shall include in the annual work plan specific descriptions of engagement efforts to low participating communities. Specifically the City seeks to engage immigrant communities. Contractor's prior experience with outreach such as this should be identified in the Value Added Plan.

6.09. Outreach Using Electronic Communications

Contractor shall identify in the annual work plan engagement efforts using electronic communications. The City seeks to engage residents where they are and is looking for electronic outreach to residents in addition to websites with information in text format. Contractor's prior experience with outreach such as this should be identified in the Value Added Plan.

7. MATERIALS PROCESSING AND MARKETING

7.01. Processing Facilities Must Be Specified

It is intended that all recyclables collected in the City will go to recycling markets to be manufactured into recycled content goods. The City prefers those markets to be in the Upper Midwest.

The Contractor shall assure the City that adequate recyclable material processing capacity will be provided for City material collected. **The proposals must clearly specify the location(s) of its materials recovery facility (MRF), or subcontractor's facility, where material collected from the City will be delivered and / or processed, and a copy of the Contractor's written agreement with the MRF.** The Contractor shall provide written notice to the City at least 60 days in advance of any substantial change in these or subsequent plans for receiving and processing recyclables collected from the City.

Proposers shall arrange a tour of the designated MRF for the RFP review committee. The tour shall occur before April 15, 2016.

Upon collection, the City's Contractor shall deliver the collected recyclables to a recyclable material recovery facility (MRF), 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.

Contractor shall assure that all recyclables collected in the City are not landfilled or incinerated except for process residuals as designated in 4.34 or with written authorization from the City and the Minnesota Pollution Control Agency.

7.02 Lack of Adequate Market Demand

If the Contractor determines that there is no market for a particular recyclable material or that the market has become economically unfeasible, the Contractor shall immediately give written notice to the City. Said notice shall include information demonstrating the effort the Contractor has made to find market sources, and the financial information justifying the conclusion that the market is economically unfeasible. Upon receipt of said notice, the Contractor and the City shall have 30 days to attempt to find a feasible market. During this period the Contractor shall continue to pick up the particular recyclable material.

If the Contractor or the City is not able to find a market within 30 days, the City has the option to:

- a) Require the Contractor to continue to collect the particular recyclable material. The Contractor is required to keep accurate records of said fees and provide the City receipts of payment.
- b) Notify the Contractor to cease collection of the particular recyclable material until a feasible market is located, either by the Contractor or by the City. The Contractor would then be responsible for the cost of printing and distributing City approved educational materials explaining the market situation to residents.

If the City notifies the Contractor to cease collection of a particular recyclable material, the parties shall immediately meet to renegotiate the per unit fee for service.

In the event that the parties disagree on the question of whether there is a market for a particular recyclable material or on the economic feasibility of that market, the disagreement shall be submitted to binding arbitration. In this case, each party shall name an arbitrator, and the two shall select a third person to serve as chairperson of the arbitration panel. The arbitration panel shall meet and decide said question within 60 days following agreement by the arbitrators to serve on the panel. The arbitration panel shall operate in accordance with the Rules of the American Arbitration Association to the extent consistent with this section and judgment upon the award by the Arbitrator(s) may be entered in any court with jurisdiction thereof. Meanwhile, collection of said recyclable material shall continue pending outcome of arbitration.

7.03. Estimating Materials Composition as Collected

The Contractor shall conduct at least one materials composition analysis of the City's recyclables each year to estimate the relative amount by weight of each recyclable commodity by grade. The 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; and (3) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and City route(s) used for sampling. The Contractor shall provide the City with a copy of each analysis. The analysis will be conducted no later than March 31 of

each year and a copy of the analysis provided to the City no later than April 30 of each year. Upon request of the City, an agent(s) of the City shall attend the composition study.

As part of this proposal, proposers shall provide their methodology for estimating Materials Composition.

7.04. Estimating Process Residuals

The Contractor shall provide the City a written description of the means to estimate process residuals, as defined in 4.36, 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.

7.05. Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required within this RFP and in the contract. Substandard performance as determined by the City will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within 60 days after being notified by the City, the City will initiate the contract termination procedures.

The City shall have the right, during the term of the Contract, to have a representative on Contractor's premises to monitor the operation of the Contract. Such representative shall only be allowed on Contractor's premises during normal business hours.

7.06. End Market Certification

The Contractor shall provide in its Proposal and by January 31 of each year through the term of the contract written certification to the City that all recyclable commodities identified are indeed recycled and not disposed. Such written certification shall identify *all* end markets manufacturers or processors used for each of the recyclable commodities. The Contractor shall attach written certification from each end market and a list of products manufactured using the recyclable materials collected from the City. The Contractor shall specify the percentage of each material collected that goes to each end market. Contractor must request in writing if it wishes to have the certification be considered proprietary information.

8. PAYMENT AND DAMAGES

8.01. Term of Contract

The term of the new recycling contract will be a period of three years from January 1, 2017 through December 31, 2019. The City is requesting that Contractors also provide an option for two extensions, each for one year. The extensions shall be from January 1 through December 31, 2020, and January 1 through December 31, 2021.

8.02. Compensation for Services

The City agrees to pay the Contractor for recycling collection services provided to the City as described in the proposal, and made part of an executed contract, based on the number of units certified by the City. For 2017 the City certifies that there are 9,361 curbside units that will receive service (see Attachment C). By December 1 of each year the City will review the number of certified units and notify Contractor of any changes.

Contractor shall submit itemized bills for recycling collection services provided to the City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the City.

The Contractor shall submit the monthly documentation and reports as detailed 6.01, 6.02 and 7.03 with the monthly bill. Payment to the Contractor will not be released unless the required paperwork is included in the monthly bill or submitted separately according to the deadlines as specified in 6.01.

8.03 Multi-unit dwellings Billing

Contractor will send an itemized bill for the number of units designated to receive service that month. The City has identified 6,112 multi-unit dwelling units that will be receiving service as of January 1, 2017. The City will designate new or additional buildings to receive service with 30 days notice to Contractor.

8.04. Revenue Sharing

All qualified proposals shall state explicitly if the Contractor elects to participate in revenue sharing with the City. If the City awards the contract to a Contractor that elected to propose revenue sharing, and if the final contract negotiated includes revenue sharing, the Contractor shall, on a quarterly basis, rebate an amount to the City based on a mutually agreed upon formula.

If the sale of the material does not generate sufficient revenue to cover processing costs, the revenue share will be zero. The City shall not be responsible for covering processing costs if the sale of the material does not generate sufficient revenue to cover processing costs.

Example 1: Net Revenue Paid to the City after processing costs

The contractor collects 300 tons of recycling within the City of Roseville in one month. With the current composition and index values, the material yields \$27,000 in gross revenue. With a \$74/ton processing fee, the net monthly revenue paid to the City is \$5,000.

Example 2: Negative Net Revenue after processing costs

The contractor collects 300 tons of recycling within the City of Roseville in one month. With the current composition and index values, the material yields \$20,000 in gross revenue. With a \$74/ton processing fee, the net revenue is a negative \$2,200. The City shall pay \$0.00 to the contractor. The contractor shall not deduct the \$2,200 from months where there was a net positive revenue share to the City.

The City initiated revenue sharing outline for purposes of this RFP consists of per ton payment based on the following formulae:

A. All paper grades collected from the City based on the published index less the proposed paper processing cost per ton.

The published index used shall be:

- The Official Board Markets (OBM) Yellow Sheet, Chicago region for Old Newspapers (ONP) # 8, high side of range.
- The Official Board Markets (OBM) Yellow Sheet, Chicago region for OCC #11, high side of range.
- The Official Board Markets (OBM) Yellow Sheet, Chicago region for Mixed Paper #1, high side of range, old magazines (OMG), Boxboard, and Carrier Stock.

B. Aluminum collected from the City based on the published index less the proposed aluminum processing cost per ton.

The published index used shall be the American Metal Market (AMM), Aluminum (1st issue of the month), high side nonferrous scrap prices: scrap metals, domestic aluminum producers, buying prices for processed used aluminum cans in carload lots, f.o.b. shipping point, used beverage can scrap.

C. Each: clear glass, brown glass and green/blue glass collected from the City based on the market price less the proposed glass processing cost per ton. The market price used shall be the price paid by Anchor Glass Corporation's Shakopee, Minnesota plant, or a designated glass processing facility. Glass composition is assumed to be: Flint 30%, Amber 21%, Green 26% and Mixed 14%.

D. Steel collected from the City based on the published index less the proposed steel processing cost per ton. The published index used shall be the American Metal Market (AMM), Steel (1st issue of the month), high side ferrous scrap prices.

E. Plastic Bottles: PET, HDPE-natural, HDPE-colored collected from the City based on the published index less the proposed plastic processing cost per ton. The published index used shall be the Waste News, Chicago Region (1st issue of the month).

F. Other Plastic: plastic food and beverage containers, pails, and trays with any of the resin identification codes #1-#5 (excluding PET and HDPE bottles) collected from the City based on the published index less the proposed plastic processing cost per ton. The published index used shall be www.SecondaryMaterialsPricing.com.

G. Aseptic Cartons based on the published index less the proposed containers processing cost per ton. The published index used shall be www.SecondaryMaterialsPricing.com.

H. Clothes, linens and rags collected from the City based on the market price less the proposed processing cost per ton. The market price used shall be the price paid by USAgain or other designated clothing recycler.

Proposers must state on the price worksheet what percent of each index/market price will be used for the gross revenue and the proposed processing cost per ton for each commodity.

If a revenue sharing component is offered (i.e., greater than zero percent) for any commodity, each month the Contractor shall provide, together with the monthly rebate to the City, adequate documentation of the corresponding monthly estimate of tons of all corresponding commodities collected from the City even in the case where the City were to receive no rebate for the month. Also, the

Contractor shall provide copies of the referenced market indexes with each monthly statement. The Proposers shall provide a detailed explanation of how they will calculate the tonnage estimates in conjunction with the required composition analysis in 7.03.

Each proposal scenario must contain a percent revenue share offer for all commodities as described immediately above. Proposers may offer from zero percent to 100 percent revenue share.

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

8.05. 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 to fulfill its obligations.

The following acts or omissions shall be considered a breach of the Agreement:

a) **Missed Curbside Collection: \$50.00 per miss**

For each missed collection above two misses per collection day, to be assessed at the end of each collection month. A missed collection would be defined as a report by a resident that their material was out by 7:00 a.m. and the address did not appear on the Contractor's conveyance sheet as a "Late Set Out".. Also included in Missed Curbside Collection are Partial Dumps. Partial Dumps would be defined as a report by a resident that their recycling cart was not fully emptied, and the recyclables were not over-packed into the cart.

b) **Missed Walk Up Collection: \$50.00 per miss**

Missed collection address above two misses at that address in any four consecutive collection weeks.

c) **Missed Multi-Unit Dwelling Complex Collection: \$100.00 per miss**

d) **Partial Dumps: \$50.00 per miss**

Partial Dumps would be defined as a report by a resident that their recycling cart was not fully emptied, and the recyclables were not over-packed into the cart.

e) **Throwing or Dropping Carts: \$50.00 per incident**

For each witnessed report of a driver throwing rather than placing, the curbside recycling container or deliberately dropping the container when the bottom of the container is more than four feet above the ground.

f) **Failure to Collect Material on a Block: \$500.00 per incident**

For each incident of the Contractor failing to pick up material on a block. A missed block is defined as one side of a street between cross streets or an entire cul-de-sac where residents from at least three households on that street report that they had their material out before 7:00 a.m., the material was not picked up, the recyclables were properly sorted, and the addresses did not appear on the Contractor's conveyance sheets as "Late Set Outs."

g) **Failure to Collect an Entire Zone: \$1,000 per incident**

For each incident of failure to complete collection of a collection zone on its designated day as defined in Exhibit A when the Contractor has not received an extension of collection hours from the Recycling Coordinator or designated alternate.

h) **Failure to Complete a Majority (50%) of the Collection District: \$2,500 for each incident.**

i) **Failure to clean up material spilled by Contractor within six (6) hours of verbal or written notification: \$250 each incident**

- j) Failure to leave an education tag when non-recyclable material or material that is inappropriately prepared according to specifications in Item 5.08 is not collected: \$100 each incident**
- k) Failure or neglect to collect recycling from a missed pickup location according to specifications in 5.11: \$250 each incident**
- l) Distributing recycling carts without recycling symbols or labels that include text and graphics depicting what materials may be placed in the carts, and not replacing torn, dirty, unreadable labels: \$100 each incident**
- m) Failure to maintain recycling carts in proper working order as specified in 5.05: \$100 each incident**
- n) Failure to provide a complete monthly report as specified in 6.01 and 6.02. : \$250 each incident**
- o) Failure to return cart to curbside location: \$100 each incident**
- p) Employees smoking in enclosed structures while performing duties or extinguishing smoking material anywhere other than in container as specified in 5.02: \$50 each incident**
- q) Failure to collect recyclables according to specifications in 5.05 and 5.08: \$250 for each incident.**

The Contractor shall be liable for liquidated damages amount(s) upon determination of the City of Roseville that performance has not occurred consistent with the provisions of the contract. The City shall notify Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may deduct the full amount of any damages from any payment due to the Contractor. The remedies available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity.

8.06. Services Not Provided For

No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.

9. INSURANCE AND OTHER LEGAL REQUIREMENTS

9.01. 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.

Contractor shall provide a Certificate of Insurance as proof of general liability coverage for bodily injury or death in the amount specified by state law.

The Certificate of Insurance shall name the City as an additional insured, and state that the Contractor's coverage shall be the primary coverage in the event of a loss.

The Contractor shall also provide a Certificate of Vehicle Liability Insurance in the amount of at least \$1,000,000.

The Contractor shall further provide a Certificate of Professional Liability Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure

to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work. Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate.

Contractor agrees that it shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to in this recycling services agreement. Contractor shall add the City as an additional insured under said insurance policy(s). The policy coverage shall include Environmental Impairment Liability. Contractor shall provide the City with appropriate documentation of said environmental liability insurance for verification upon written request from the City. Contractor further indemnifies the City, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the City, its employees or agents.

A 30-day written notice is required if the policy is canceled, not renewed or materially changed.

The Contractor shall require any of its subcontractors, if subcontracting is allowable under this contract, to comply with these provisions.

9.02. Workers Compensation

The Contractor shall provide evidence of Workers Compensation insurance covering all employees of the Contractor and subcontractors engaged in the performance of the Contract, in accordance with the Minnesota Workers Compensation Law.

9.03. Employee Working Conditions and Respondent's Safety Procedures

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable federal, state

and local 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.

9.04. Equal Opportunity

During the performance of the executed contract, the Contractor, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor Regulations 41CFR, Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants for employment are qualified, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

In the event of noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or part, in addition to other remedies as provided by law.

9.05. Compliance with Laws & Regulations

In providing services hereunder and in the executed contract, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to the provision of services to be provided hereunder. Any violation shall constitute a material breach of the executed contract.

9.06. Governing Law

The laws of the State of Minnesota shall govern all interpretations of this contract, 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.

9.07. Waiver

Any waiver by either party of a breach of any provisions of the executed contract shall not affect, in any respect, the validity of the remainder of the executed Contract.

9.08. Termination

The City may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract if the default has not been cured within 30 days after written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of the written notice minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

9.09. Severability

The provisions of the executed contract are severable. If any portion hereof and in the executed contract is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the same contract.

9.10. 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

9.11. Retention of Records

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

9.12. 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 a contract is signed by the City and the Contractor. 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.

9.13. Inspection of Records and Disclosure

All Contractor records with respect to any matters covered by this agreement shall be made available to the City or its duly authorized agents 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.

Any reports, information, data, etc. given to, prepared, or assembled by the Contractor under a future contract shall not be made available by the Contractor to any other person or party without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and report prepared by the Contractor shall become the property of the City upon termination of the City's contract with the Contractor.

9.14. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or

services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

9.15. 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 novation, 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 for cause.

9.16. Non-Assignability and Bankruptcy

The parties hereby agree that Contractor shall have no right to assign or transfer its rights and obligations under said agreement without prior written approval from the City. In the event Contractor, 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.

9.17. Indemnification

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 malfeasance, misfeasance, negligence or an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

9.18. Performance & Payment Bond

Contractor shall execute and deliver to the City a Performance Bond and a Payment Bond with the corporate surety in the sum of \$50,000 each, or equal ("*equal*" may include a Letter of Credit from a banking institution approved by the City). This agreement shall not

become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City Attorney.

The executed contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance bond shall be for the life of the executed contract. Extensions or renewals shall require the execution and delivery of a performance bond, and a payment bond, in the above amounts to cover the period of extension or renewal.

9.19. Conflict of Interest

Contractor agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in the executed contract or the proceeds thereof. Violation of this provision shall cause the executed contract to be null and void and the Contractor will forfeit any payments to be made under the executed Contract.

9.20. Entire Contract

The executed contract supersedes all verbal agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of the executed contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

9.21. Contract Conditions

- a) The City reserves the right to waive minor irregularities in the proposal documents and to reject any or all proposals. The City reserves the right to enter into a contract with a contractor who does not submit the lowest cost proposal.
- b) The Bond and Certificate of Insurance shall be provided when the contract is executed.
- c) No proposal can be withdrawn after three (3) days after the date for submission of proposals.
- d) The Contractor shall review and return signed copies of the contract within 30 days of receipt of the contract.

10. SUBMITTING PROPOSALS

10.01. Proposals May Be Rejected in Whole or Part

The City of Roseville reserves the right, at its sole discretion, to:

- Reject any or all proposals;
- Reject parts of proposals;
- Negotiate modifications of proposals submitted;
- Accept part or all of the proposals on the basis of consideration(s) other than proceeds or cost; and
- Negotiate specific work elements with the preferred Contractor into a contract of lesser or greater expense than described in this RFP or the respondent's reply.

10.02. Contractors May Team with Other Companies

It is recognized that some prospective haulers may wish to subcontract with other companies for processing services. This may be allowed as needed, but all such Contractor-subcontractor relationships must be explicitly described in each proposal scenario. The City will contract with only one primary Contractor for the recycling services.

Multiple Contractors may team up with other complementary hauling or recycling companies provided there is no collusion. A company may be listed as a part of more than one team as long as this company submits a written certification that no collusion occurred between competing proposals.

10.03. RFP and Proposal to Become Part of Final Contract

The contents of this RFP, the successful proposal, and any written clarifications or modifications to the contents thereof submitted by the successful Contractor and approved by the City in writing shall become part of the contractual obligations and be incorporated by reference into the ensuing contract. If any provision of the contract RFP or proposal is in conflict, the contract takes precedence over the RFP, and the RFP takes precedence over the proposal.

10.04. Notification of Intent

Prospective Contractors interested in responding to this RFP shall notify the City in writing of their interest and submit a list of references by 4:00 p.m. CDT, March 18, 2016, in writing (preferably by email) to:

Ryan Johnson

Engineering Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
ryan.johnson@cityofroseville.com

Notifications shall include the vendor's name and address, as well as a contact person's name and title, phone number and email address.

References shall include the name, phone number and email address of a contact person from at least five cities. Proposers may submit up to ten references. References will be asked to complete an electronic survey through a third-party provider in which they rate the proposer's service. Ratings will be compiled to create an average score that will be included in the evaluation.

It is the responsibility of the vendor to ensure their Notification of Intent and References are received by the City.

10.05. How to Submit Proposals

Proposal shall be submitted to the Engineering Department Office at City Hall no later than 4:00 p.m. CDT, March 31, 2016 in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: Recycling Services Proposal.
c/o Ryan Johnson
Environmental Specialist
City of Roseville, City Hall
2660 Civic Center Drive
Roseville, MN 55113

Proposals will be treated in accordance with Mn. Statutes 13.591, Subdivision 3 (b), Data Practices Act.

Six written, hard copies of the proposal and all attachments shall be submitted. An electronic copy of the proposal must be submitted on a USB Flash Drive (or suitable alternative format) inside the sealed envelope. The proposal file must be formatted in Microsoft WORD.

Any pages that contain Proprietary Information should be clearly marked as Confidential.

10.06. Assumptions to be Used for Proposals

The City shall use following assumptions for purposes of evaluating all proposals on the same basis:

- Annual recyclable tonnage collected curbside under the City contract = 3,200 tons per year
- Annual recyclable tonnage collected at Multi-unit dwellings under the City contract = 600 tons per year
- Single unit dwellings and other units that receive curbside service using curbside bins = 9,361 units
- Multi-unit dwellings that will receive MUD type of service = 6,112 housing units at 94 locations

10.07. Proposal Content

Qualified proposals must include the Proposal Checklist Attachment A and items listed on the checklist.

10.08. Evaluation Criteria

Roseville residents have identified a city-wide goal to be an environmentally healthy community. And residents have identified various community values that environmental programs such as recycling should incorporate.

Those community values are:

- Collection Operations– which includes Clean and quiet; Impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, Collecting more materials as markets become available, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, multi-unit dwelling recycling
- Resident and Community Engagement Efforts – which includes Voluntary expansion to businesses, effective Frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, outreach to low participating communities, outreach using electronic communications
- Environmental– which includes Experience with Zero Waste events, reduced carbon footprint, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and MRF locations
- References
- Net Price to the City

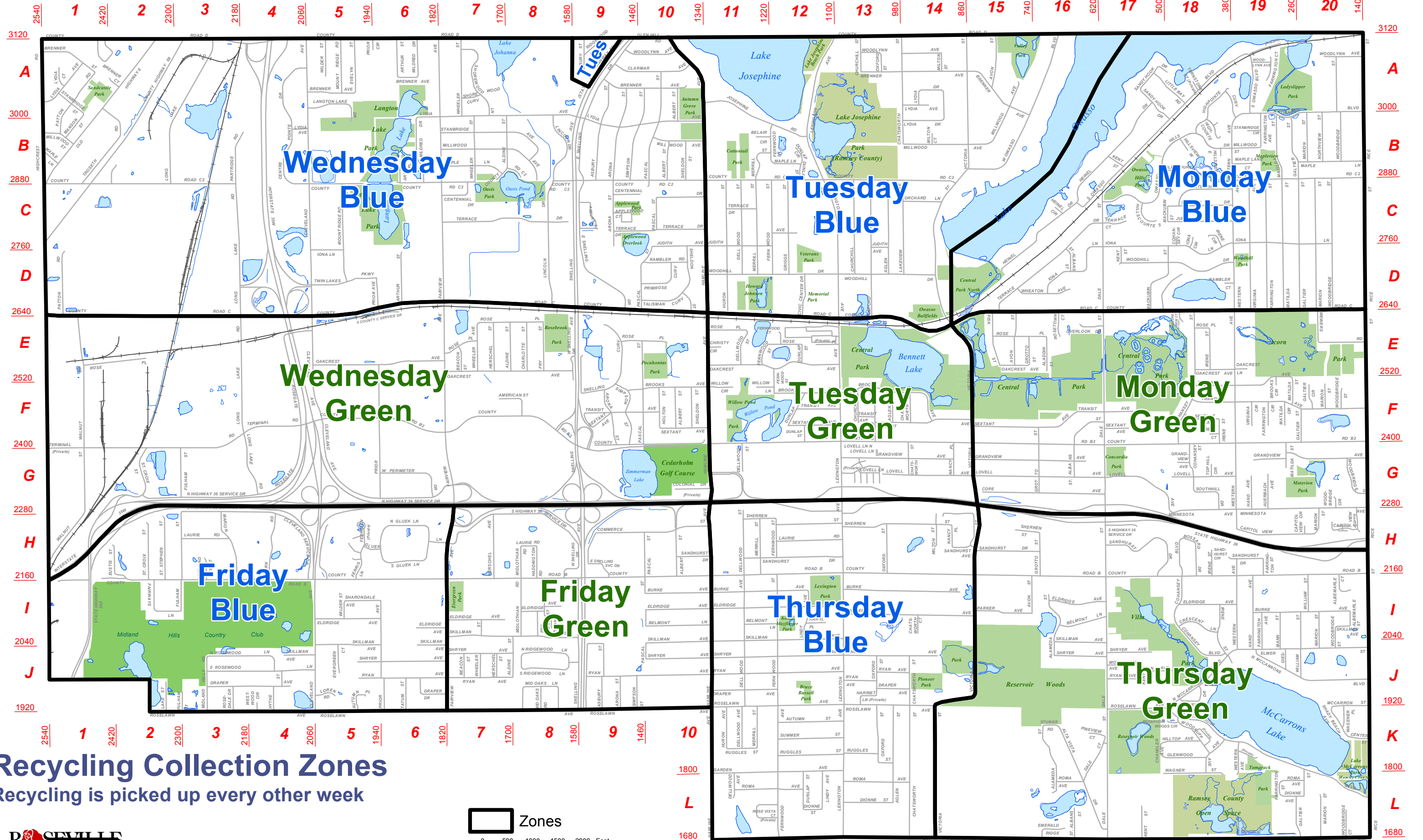
These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied.

A review committee will evaluate all proposals submitted based on price, how well the proposal meets RFP base specifications, how well the proposal meets community values, and value added beyond the base specifications. Those scores will be added to scores from the reference survey to develop a score for the first round. Finalists may, at the sole discretion of the City, be invited to interviews (see chart below).

At the interview proposers will answer any questions regarding their proposal and expound on how their proposal will meet community values, add value beyond the base specifications, and answer other questions deemed relevant to evaluating the proposals.

Evaluation Criteria and Weighting	
RFP Base Specifications	Pass/Fail
<i>Reference RFP Sections 5.04, 5.23, 6.01, 6.03, 7.01, proposal forms</i>	
Category	Weight
Project Capability	20%
<i>Reference RFP Sections 5 - 9</i>	
How Well Proposal Meets Community Values	20%
<i>Reference RFP Introduction and Sections 5 - 9</i>	
Price	40%
Past Performance (Survey of Other Cities)	10%
Value Added Plan	10%
Subtotal	100%
Finalists	
Interview – clarification phase	
Total	100%

The review committee will present its recommendation to the City Council at the **May 9** meeting. (See Section 2, Contractor Selection Process and Schedule).



Recycling Collection Zones

Recycling is picked up every other week

ROSEVILLE
www.ci.roseville.mn.us
Prepared by:
Engineering Department
December 18, 2015

DISCLAIMER:
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.



Data Sources and Contacts (11/02/15):
* Ramsey County GIS Base Map
* City of Roseville Engineering Development



mapdoc: RecyclingZones.mxd
map: RecyclingZones.pdf

Street Index <i>(key to grid locator on map)</i>											
Acorn Rd N	H:4	Fernwood Ct N	E:12	Midland Hills Rd N	J:3	Sextant Ave W	F:9-10,12,15-16,18				
Aglen Ave N	C,D:13	Fernwood St N	C-E,G,J:11	Midland View Ct N	H:3	Shady Beach Ave N	K:20				
Aglen St N	F,K:13	Ferris Ln N	H:5	Midlothian Rd N	H-I:8	Sharondale Ave W	I:5				
Aladdin St N	E:16	Fisk St N	E:15	Mildred Dr N	A-B:6	Sheldon St N	B,D,F:15				
Alameda St N	I,K:16	Fry St N	E-F,I:8	Millwood Ave W	B:7-8,10,13-15	Sherren St W	H:11-15				
Albemarle Ct N	I:20	Fulham St N	G-J:2	Millwood St N	B:1,19	Shorewood Curv W	A:7				
Albemarle St N	I:20	Galtier Cir N	F:20	Milton St N	A,H:14	Shorewood Ln W	A:7				
Albert St N	A,B,F,H:10	Galtier St N	B-D,F,I:19	Minnesota Ave W	G:18-20	Shryer Ave W	J:5-7,10-14,16-17				
Aldine St N	B,E,J:7	Garden Ave W	K:11-12	Moundsview Ave W	J:17	Simpson St N	A-B:9-10; F,J:9				
Alta Vista Dr N	K,L:16	Giesmann St N	I-J:19	Mount Ridge Rd	A:5	Skillman Ave W	J:5-6,10-12,16,20; I:7				
American St N	F:7,8	Glen Hill Rd W	A:10	Nancy Pl N	G-H:14	Snelling Ave N	A-J:9				
Applewood Ct W	C:9	Glenwood Ave W	K:17-18	Nature View Ct N (Private)	E:18	Snelling Curv N	E-F:9				
Arona St N	A-C,F,J:9	Gluek Ln W	H:5-6	Northview St N	B:20	E Snelling Service Dr	A-D,H:9				
Arthur Pl N	B:6	N Gluek Ln W	H:6	Oakcrest Ave W	E:5-8,11-12,15,18	W Snelling Dr N	B-D:8				
Arthur St N	A,D:6	S Gluek Ln W	H:6	Oakcrest Ln W	E:19	Southhill Dr N	G:18				
Asbury St N	A,B,J:9	Grandview Ave W	G:13-16,18-20	Old Highway 8	A,B:1-2	Stanbridge Ave W	B:7-8				
Auerbach Ave N	G:19	Griggs St N	C,D:12	Orchard Ln W	C:14	Stanbridge Cir W	B:19				
Autumn Pl W	J:5	Grotto St N	E-H:15	Overlook Dr W	E:16	Stanbridge St W	A:1				
Autumn St W	K:12	Haddington Rd N	H:6	Owasso Hills Dr W	B:18; C:17	Stuber Rd W	K:16				
Avon St N	A,E,I:15	Hand Ave N	G,I:19	S Owasso Blvd	A-C:16-20	Summer St W	K:12				
Bayview Dr W	J:18	Harriet Ln W (Private)	J:13	W Owasso Blvd	A-B:15-16	Talisman Curv W	D:10				
Beacon St N	E,J:7	Heinel Cir W	C:16	Oxford St N	A,C-F,H,J,K:13	Tatum St N	J:6				
Belair Cir W	B:11	Heinel Dr W	A-D:15-17	Parker Ave W	I:13-15	Terminal Rd W	F:1-3				
Belmont Ln W	I:10,11,16	Herschel Ave N	H:7	Partridge Rd N	B:3-4	Terrace Ct W	C:17				
Bossard Dr N	H:18	Herschel St N	J:7	Pascal St N	A-F,H,J:10	Terrace Dr W	C:7-8,10-11,18; D:15-16				
Brenner Ave W	A:5-6,9-10,13-15	Highcourte N	B:18	Patton Rd N	A-B,D:1	Top Hill Cir N	G:18				
Brenner Ct W	A:2	Highcrest Rd N	A-B,G,H:1	W Perimeter Dr W	G:6	Transit Ave W	F:9-14,16-20				
Brenner St W	A:1	Highpointe Curv N	A-B:18	Pineview Ct W	K:16	Troseth Rd N	B:1-2				
Brooks Ave W	F:8-10,12-14,18-19	Hillscourte N	B:18	Primrose Curv W	D:10	Turnstone Ct (Private)	A:18				
Brooks Cir N	F:19	Hillscourte S	C:17	Prior Ave N	B-G,I,J:5	Victoria St N	A-L:14				
Burke Ave W	I:10-14,19-20	Hillsview E	B:18	Rambler Ct W	D:18	Virginia Ave N	C-D:19				
Capitol View (Private)	H:20	Hillsview W	B:18	Rambler Rd W	D:10	Virginia Cir N	F:19				
Capitol View Ave W	H:19-20	Hilltop Ave W	K:17	Reservoir Woods Cir	K:17	Wagener Pl N	K:20				
Capitol View Cir N	H:19	Holton St N	F:10	Rice St N	A-L:20	Wagner St W	K:17-19				
Centennial Dr W	C:7,9-10,18	Huron Ave N	K:11	N Ridgewood Ln W	J:8	Walnut St N	E-H:1				
Center St W	K:20	Huron St N	C-D:11	S Ridgewood Ln W	J:8	Western Ave N	B-K:18				
Centre Pointe Dr N	A-B:4	Highway 35W	A,B:4; G-H:1-4	Ridgewood Rd N	A:9	Westwood Cir N	J:4				
Chandler Ave N	K:17	N Highway 36 Service Dr	G:3-4,6	Roma Ave W	L:11-13,16,19	Wewers Rd N	E:20				
Charlotte St N	E:8	S Highway 36 Service Dr	H:3-4,7-8,17	Rose Pl W	E:I-2,7-12,15-16,18	Wewers Rd W	E:20				
Chatsworth Ct N	I:14	Highway 88	A-C:1-3	Rosedale Dr N	J:3	Wheaton Ave W	D:15-16				
Chatsworth St N	A-B,F,G,J-L:13	Highway 280	H-J:1	Rosegate	F-G:4	Wheeler Ave N	E:7				
Christy Cir W	E:11	Hythe St N	J:4	Roselawn Ave W	J:2-14,17	Wheeler St N	A-B,I-J:7				
Churchill St N	A,C-D,F:13	Iona Cir N	C:18	Rose Vista Ct W (Private)	L:11	Wilder St N	A,I:5				
Civic Center Dr N	D:12	Iona Ln W	C-D:16-20	N Rosewood Ln W	J:3-4	William St N	I-J:19				
Clarmar Ave W	A:9-10	Irene Cir N	C:18	S Rosewood Ln W	J:3-4	Willow Cir W	E:11				
Cleveland Ave N	A-F,I-J:4; G:4-6	Irene Ct W	F:18	Ruggles St W	K:11-13	Willow Ln W	G:17				
Cleveland Service Dr N	F-G:5; H:4	Irene St N	E-F,H-I:18	Ryan Ave W	J:5-7,9-13,17	Woodbridge Cir N	G:20				
Cohansey Blvd N	H-J:18	Josephine Rd W	B:11-12	Saint Albans St N	C,F-G,L:16	Woodbridge Ct N	L:20				
Cohansey Cir N	C:18	Saint Croix Ave W	C:10-13,18	Saint Croix St N	G-H:2	Woodbridge St N	A-G:1,20				
Cohansey St N	E-G:18	Karyl Pl W	I:12	Saint Stephen St N	H:2	Woodhill Dr W	D:11-14,17-18				
Colonial Dr W (Private)	G:10	Kent St N	B,D,I-J,L:17	Samuel St N (Private)	I:8	Woodlynn Ave W	A:9-10,13-14,19-20				
Commerce St W	H:9-10	Lake St N	J:2	Sanhurst Cir W	H:18	Woodruff Ave N	K:18				
Cope Ave W	G:15-16	Lakeview Ave N	C-D:13	Sandhurst Dr W	H:10-12,14-15,17,19	Woodruff Ave W	K:18				
County Road B W	H:1-20	Larpenteur Ave W	L:11-20	Sandy Hook Dr N	A:17						
County Road B2 W	F:4-20	Laurie Rd W	H:3,8,12								
County Road C W	D:1-20	Lexington Ave N	A-L:12								
County Road C2 W	B:1-14	Lincoln Dr N	B-D:8								
County Road D W	A:1-7,12-16	Lindy Ave N	I,L:12								
S County Service Dr W	E:5	Little Bay Rd N	A:17-18								
Crescent Ln W	I:19	Long Lake Rd N	A-F:3								
Dale Ct N	K:16	Loren Rd W	J:5								
Dale St N	C-L:16	Judith Ave W	G:13-16								
Dellwood Ave N	I-L:11	Lovell Ln W (Private)	G:13								
Dellwood St N	C-E,G,H:11	N Lovell Ln (Private)	G:13								
Dellwood St N (Private)	G:11	S Lovell Ln	G:13								
Dionne Ave W	L:19	Lydia Ave W	A-B:1,4,6-14								
Dionne St W	L:12-13	Lydia Ct N	A:1								
Draper Ave W	J:3-4,11,13	Lydia Dr W	A-B:14								
Draper Dr W	J:6	Mackubin St N	C-D,J,L:17								
Dunlap St N	E-F,L:12	Manson St N	B:1								
Eldridge Ave W	I:5,7-8,10-12,16,18	Maple Ln W	B:1,7-8,20								
Elmer St W	J:19-20	Maple Lane Ct W	B:19								
Emerald Ridge W	L:16	Marion Rd N	H:3								
Eustis St N	E,H:1	Marion St N	B-I,L:20								
Evelyn St N	A:5	Matilda Cir N	F:19								
Evergreen Ct N	J:5	Matilda St N	B-D,F-G:19								
Fairview Ave N	A-J:6	McCarron St W	J:20								
Fairways Ln N	I:2	N McCarrons Blvd W	J:18-20								
Farrington Ave N	B,I:19	S McCarrons Blvd W	K-L:18-20								
Farrington Cir N	F:19	Merrill St N	B-C,H,K:11								
Farrington Ct N	A:19	Mid Oaks Ln	J:8								
Farrington St N	B-D,H,L:19	Mid Oaks Rd	J:8								
Fernwood Ave N	K-L:11	Midland Grove Rd N	H:4								

City Parks and Facilities			
Park Name	Acres	Map Ref	
Acorn	44.25	E:19,20	
Applewood Overlook	2.42	C:9,10	
Applewood Park	2.09	C:9,10	
Autumn Grove	6.61	A,B:10	
Bruce Russell	1.93	J:12	
Central Park	225.00	D:15,E:13-17,F:17	
Concordia Park	4.75	G:17	
Cottontail	6.40	B:11	
Evergreen	3.94	I:7	
Howard Johnson	9.05	D:11	
Keller Mayflower	2.26	I:12	
Lexington Plaza Shoppes	1739-1787 Lexington Ave N	A:19,20	
Ladyslipper	16.52	A:19,20	
Langton Lake	53.54	A-C:6	
Lexington	8.45	I:12	
Mapleview	3.26	B:19	
Materion	8.51	G:19,20	
Memorial Park		D:12	
Oasis	14.44	B,C:7,8	
Owasso Ballfields	4.37	D:14	
Owasso Hills	8.51	B,C:17	
Pioneer	4.71	J:14	
Pocahontas	5.69	E:10	
Reservoir Woods	109.75	J:15-16,K:17	
Rosebrook	8.28	E:8	
Sandcastle	3.37	A:1,2	
Tamarack	6.46	K,L:19	
Valley	10.61	A:15	
Veterans	3.57	D:12	
Villa	40.83	I,J:17,18	
Willow Pond	14.76	F:11	
Woodhill	2.63	D:19	
Facility	Address	Phone	Map Ref
City Hall	2660 Civic Center Dr	792-7000	D:12
Parks and Recreation Office	2660 Civic Center Dr	792-7006	D:12
Skating Center	2661 Civic Center Dr	792-7007	D:12
Brimhall Community Gymnasium	1744 County Road B W	638-1958	I:7
Central Park School Community Gym	535 County Road B2 W	481-9951	F:17
Roseville Gymnastics Center	1240 County Road B2 W	635-1660	G:11-12
Cedarholm Golf Course	2323 Hamline Ave N	792-7011	G:10
Harriet Alexander Nature Center	2520 Dale St N	792-7012	F:17
Roseville Fire Administration*	2701 Lexington Ave N	792-7009	D:12
Roseville Police Department*	2660 Civic Center Dr	792-7008	D:12
* For all police or fire emergencies, dial 911			
Library / Post Office			
Facility	Address	Phone	Map Ref
Ramsey County Library	2180 Hamline Ave N	628-6803	H:11
Roseville Post Office	2000 County Road B2 W	631-0628	F:5
Schools / Colleges			
Name	Address	Phone	Map Ref
Brimhall Elementary School	1744 County Road B W	638-1958	I:7
Central Park Elementary School	535 County Road B2 W	481-9951	F:17
Concordia Academy	2400 Dale St N	484-8429	G:17
Fairview Community Center	1910 County Road B W	631-1013	I:6
King of Kings	2400 Dale St N	484-9206	G:17
Northwestern College	3003 Snelling Ave N	631-5100	A:8
North Heights Lutheran	2701 Rice St N	484-7825	D:20
Christian Day School			
Parkview Center School	701 County Road B W	487-4360	H:16
Roseville Area High School	1240 County Road B2 W	635-1660	G:11-12
Roseville School District 623	1251 County Road B2 W	635-1600	F:11
St. Rose of Lima	2072 Hamline Ave N	646-3832	I:11
Financial Institutions			
Key	Name	Address	Map Ref
B1	Affinity Plus Federal Credit Union	2730 Snelling Ave N	D:9
B2	Bremer Bank	1715 County Road B2 W	F:8
B3	Community National Bank	1501 County Road C W	D:9
B4	Interbank	1875 County Road B2 W	F:6
B5	North Star Bank	1820 Lexington Ave N	K:13
B6	Premier Bank	1875 Highway 36 W	G:6
B7	TCF	Har Mar Mall	I:9
B8	TCF	2167 Lexington Ave N	H:12
B9	Teacher's Federal Credit Union	2150 Lexington Ave N	I:13
B10	Twin City Co-op Credit Union	1935 County Road B2 W	F:6
B11	US Bank	2690 Snelling Ave N	D:9
B12	US Bank (Byerly's)	1601 County Road C W	D:8
B13	Wells Fargo Bank	2440 Fairview Ave N	F:7

Medical Clinics				
Key	Facility	Address	Phone	Map Ref
M1	Now Care	1955 County Road B2 W	635-0054	F:7
M2	Rosedale Medical Center	1835 County Road C W	(763)785-4300	D:6
M3	Twin Lakes Eye Center	1835 County Road C W	638-1555	D:6
Major Shopping Centers				
Name	Address		Stores	Map Ref
Crossroads of Roseville	1643-1655 County Road B2 W		20	F:8
Hamline Center	2797-2833 Hamline Ave N		18	C:10
Har Mar	2100 Snelling Ave N		54	I:9
Lexington Plaza	1680-1754 Lexington Ave N		25	L:13
Lexington Plaza Shoppes	1739-1787 Lexington Ave N		12	L:12
McCarron Hills	1681-1717 Rice St N			L:20
Rosedale	1595 Highway 36 W		143	G:7,8
Rosedale Commons	2480 Fairview Ave N		19	F:7
Rosedale Marketplace	2401-2439 Fairview Ave N		12	F,G:6
Rosedale Square	1601-1677 County Road C W		25	D:8
Rosedale Square North	2701-2717 Lincoln Dr N		14	C:8
Roseville Center	1121-1215 Larpenteur Ave W		21	L:12
Roseville Crossings	Lincoln Dr at Snelling/County C		8	D:8
Rosewood	2181-2195 Snelling Ave N		6	H:8
Supermarkets				
Name	Address		Phone	Map Ref
Byerly's	1601 County Road C W		633-6949	D:8
Cub Foods	2100 Snelling Ave N		633-9740	I:9
Rainbow Foods	1201 Larpenteur Ave W		488-1825	L:12
Super Target	1515 County Road B W		633-0000	H:9
Hotels / Motels				
Name	Address		Phone	Map Ref
Comfort Inn	2715 Long Lake Rd N		636-5800	D:3
Country Inns & Suites	2905 Snelling Ave N		628-3500	B:8
Courtyard by Marriott	2905 Centre Pointe Dr		746-8000	B:4
Days Inn	2550 Cleveland Ave N		636-6730	E:5
Fairfield Inn	3045 Centre Pointe Dr N		636-7869	A:4
Marriott Residence Inn	2985 Centre Pointe Dr N		636-0680	B:4
Motel 6	2300 Cleveland Ave N		639-3988	G:5
Radisson	2540 Cleveland Ave N		636-4567	E:5
Super 8	2401 Prior Ave N		636-8888	G:5
Restaurants				
Key	Restaurant	Address	Phone	Map Ref
American				
R1	Applebee's	1893 Highway 36 W	697-0648	G:6
R2	Arby's	2105 Snelling Ave N	636-6222	I:8
R3	Arby's	Rosedale Center	636-4460	G:7
R4	Baker's Square	1881 Highway 36 W	631-3322	G:6
R5	Boston Market	2720 Lincoln Dr N	631-1110	D:8
R6	Buffalo Wild Wings	Har Mar Mall	636-9464	I:9
R7	Eyerly's Minnesota Grill	1601 County Road C W	633-6949	D:8
R8	Charley's on Centre Pointe	2905 Centre Pointe Dr N	746-8000	B:4
R9	Chili's Grill & Bar	1840 County Road B2 W	633-7718	F:6
R10	Countryside	2851 Snelling Ave N	633-4422	C:8
R11	Eddington's	Har Mar Mall	697-9794	I:9
R12	Fuddrucker's	2740 Snelling Ave N	636-3833	D:9
R13	Great Steak and Potato	Rosedale Center	697-1710	G:7
R14	Granite City Food and Brewery	The Plaza at Rosedale	209-3500	G:8
R15	Joe Senser's Sport Grill & Bar	2350 Cleveland Ave N	631-1781	G:5
R16	KFC	2087 Snelling Ave N	631-8133	I:8
R17	Key's Cafe & Bakery	1682 Lexington Ave N	487-5397	L:13
R18	Macy's Marketplace	Rosedale Center	639-6721	G:7
R19	Major's Sports Cafe	2801 Snelling Ave N	379-1180	C:8
R20	Old Chicago	Har Mar Mall	639-0303	I:9
R21	Old Country Buffet	2480 Fairview Ave N	639-0088	F:7
R22	Perkins	1495 County Road B W	633-8080	H:9
R23	Pippins	2887 Snelling Ave N	639-0633	B:8
R24	Ruby Tuesday	Rosedale Center	635-0985	F:7
R25	TGI Friday's	2480 Fairview Ave N	636-9539	F:7
Bagels				
R26	Bruegger's Bagels	2712 Lincoln Dr N	635-0185	D:8
R27	St. Paul Bagelry	1702 Lexington Ave N	488-1700	L:13
Burgers				
R28	Burger King	2080 County Road C W	631-1798	E:4
R29	Burger King	2151 Snelling Ave N	636-7972	I:8
R30	McDonald's	2075 Snelling Ave N	631-1630	I:8
R31	Snuffy's Malt Shop	1125 Larpenteur Ave W	488-0241	L:12
R32	Wendy's	1899 Perimeter Dr W	636-3545	G:6
Chinese / Asian				
R33	Big Bowl Asian Kitchen	Rosedale Center	636-7173	G:8
R34	China Jen Restaurant	2193 Snelling Ave N	633-3113	H:8
R35	China Restaurant	2811 Hamline Ave N	636-8385	C:10
R36	Chinese Gourmet Express	Rosedale Center	631-0622	G:7
R37	E Noodle Cafe	1711 Rice St N	488-1246	L:20

Recycling Day	Single Unit		Other				Total
	Single Unit	Townhome	Double Dwelling	Half Double Dwelling	Two Family	Three Family	
Monday	2,124	504	14	10	2	3	2,657
Tuesday	1,317	85	10	12	10	3	1,437
Wednesday	1,338	118	28	28	16	3	1,531
Thursday	2,332	80	36	6	14	0	2,468
Friday	1,159	90	8	0	8	3	1,268
City Wide	8,270	877	96	56	50	12	9,361

Source: Single Unit + Other
Ramsey County Total 8,484
Property Records Townhome
19-Jan-16 Total 877
Total SFD 9,361

City of Roseville - Multi Family Complex Recycling Service Level

Apartments - Rental	Address	# units	# Carts
Aquarius Apartments	2425 County Road C2	99	3 paper, 3 containers
Brittany Apartments	175 Larpenteur Avenue	17	1 paper, 1 containers per building,
	1722, 1725, 1735, 1738 Woodbridge Court	62	weighted to prevent blowing over
Centennial Gardens East	1405-1425 Terrace Drive / 1400-1420 Centennial Drive	95	2 paper, 2 containers per complex
Centennial Gardens West	2815-2845 Pascal Street	95	
1363 County Road B		11	1 paper 1 containers
1610 County Road B		11	1 paper 1 containers
1647 County Road B		11	1 paper 1 containers
2447 County Road B		17	1 paper 1 containers
Coverdale Apartments	1725 Dellwood Street	12	1 paper 1 containers
Dale Terrace Apartments	720 County Road B	42	2 paper, 2 containers
1144 Dione Street		23	2 paper 2 containers
1614 Eldridge Avenue		11	1 paper 1 containers
1615 Eldridge Avenue		11	1 paper 1 containers
1624 Eldridge Avenue		11	1 paper 1 containers
1625 Eldridge Avenue		11	1 paper 1 containers
1634 Eldridge Avenue		11	1 paper 1 containers
1635 Eldridge Avenue		11	1 paper 1 containers
Garley Apartments	1634 County Road B	11	1 paper 1 containers
2180 Haddington Road		5	1 paper 1 containers
Hamline Terrace	1360-1410 Terrace Drive	102	3 paper, 3 containers
2900 Highcrest Road		11	1 paper 1 containers
2950 Highcrest Road		12	1 paper 1 containers
Hillsborough Apartments	240-250 Grandview Avenue	86	1 paper, 1 container per station in
	2335-2345 Woodbridge Street	120	garage, 4 stations, caretakers bring
			carts to west parking garage
			entrance
Hilltop Apartments	160-170 Elmer Street	34	2 paper 2 containers
Karie Dale Apartments	2355-2393 Dale Street	44	1 paper, 1 containers per dumpster -
			two dumpsters
Lar Dale Apartments	655 Larpenteur Avenue	17	1 paper 1 containers
The Lexington	2755 Lexington Avenue	150	4 containers, 4 3 yd cardboard
			dumpsters
Lexlawn	1943 Lexington Avenue	17	1 paper 1 containers
Lexington Court	2192-2206 Lexington Avenue	52	1 paper, 1 containers per dumpster -

City of Roseville - Multi Family Complex Recycling Service Level

			two dumpsters
Lexington Twins	1890-1900 Lexington Avenue	22	2 paper 2 containers
Marion Apartments	195-221 Larpenteur	58	1 paper, 1 containers per building, weighted to prevent blowing over
	1720 Marion Street	29	
	1735, 1740, 1745 Marion Street	87	
1705 Marion Street		3	1 paper, 1 containers
1750 Marion Street		24	1 paper 1 containers
McCarrons Apartments	166-204 North McCarrons Boulevard	56	1 paper, 1 containers per dumpster - two dumpsters
161 McCarrons Street		11	1 paper 1 containers
161 Minnesota Avenue		6	1 paper 1 containers
Northwestern College Apartments	1610 Lydia Avenue	23	1 paper 1 containers
Talia Place	3020 Old Highway 8	11	1 paper 1 containers
Parkview Manor	2202-2210 Dale Street	34	3 paper, 2 containers
Palisades	535-570 Sandhurst Drive	330	1 paper 1 containers per building in garage 5 buildings
2125 Pascal	2125-2133 Pascal Street	22	1 paper 1 containers per building - two buildings
Riviera Apartments	885-965 Highway 36	32	1 paper 1 containers
Riviera Apartments	925, 965 W. Highway	64	1 paper 1 containers per building - two buildings
Rose Hill Estates	591-601 County Road B	35	2 paper 2 containers
	2194 Dale Street	17	
Rose Mall Apartments	2201-2221 Albert Street	54	15 carts total
	1430-1440 Commerce Street	36	
	2190-2220 Pascal Street	72	
Rose Park Apartments	2128-2136 Fry Street	22	2 paper, 2 containers
Rose Vista Apartments	1222-1238 Rose Vista Court	154	14 carts total
Rosedale Estates	2735-2855 Rice Street	360	16 carts total
Roselawn Apartments	1125 Roselawn Avenue	17	1 paper 1 containers
Roselawn Village	1074 Roselawn Avenue	22	2 paper 2 containers
Rosetree Apartments	655 Highway 36	48	2 paper 2 containers
Roseville Terrace	1759 Dunlap Street	18	1 paper 1 containers per building - two buildings
	1760 Fernwood Street	17	
Sienna Green	2225-2265 Snelling Avenue	120	1 paper, 1 container per building, 6 buildings
Sienna Green II	2275 Snelling Ave. N	46	2 paper 2 containers

City of Roseville - Multi Family Complex Recycling Service Level

1629 Skillman Avenue	1629-1635 Skillman Avenue	14	1 paper 1 containers
Snelling Terrace	2906-2930 Snelling Avenue	48	2 paper 2 containers
2980 Snelling Avenue	Northwestern College	17	1 paper 1 containers
2610 Snelling Curve		17	1 paper 1 containers
South Oak Apartments	1080 County Road D	25	1 paper 1 containers
Sun Place Apartments	1721 Marion Street	30	1 paper 1 containers
Terrace Park	1420 Terrace Drive	36	2 paper 2 containers in garage
Valley 8 Apartments	3050 Old Highway 8	85	1 paper 1 containers per dumpster - two dumpsters
Victoria Place	2250 Victoria Street	58	4 carts, 1 2 yd for cardboard
Apartments - Senior Housing Rental	Address	# units	# Carts
Applewood Pointe	1480 Applewood Court	94	1 paper 1 containers per floor - three floors - caretaker brings to driveway
Applewood Pointe - Langton Lake	1996 Langton Lake Drive	48	1 paper 1 containers per floor
Cherrywood Pointe	2996 Cleveland Ave	50	3 paper, 3 containers
Eagle Crest	2925-2945 Lincoln Drive	216	4 paper, 4 containers
Coventry Seniors Apartments	2820 Snelling Ave (109) 2775-2839 Asbury St (40)	149	10 carts
Greenhouse Village	1024 Larpenteur	102	8 carts - 4 of each
Heritage Place	563 County Road B W	50	2 paper 2 containers 3 yd cardboard dumpster
Rosepointe	2545-2555 Hamline Avenue	190	6 carts, 2 2-yd for cardboard
Roseville Seniors	1045 Larpenteur Avenue	127	3 paper, 3 containers
Rosewood Estates	2750 Victoria Street	106	2 paper, 2 containers
Sunrise Assisted Living	2555 Snelling Avenue N	77	6 carts
Villas at Midland Grove	1940 Fulham Street	32	1 paper, 1 containers each floor, 3 floors
Condominiums	Address	# units	# Carts
Bonaventure	3090 Lexington Avenue	30	3 paper, 2 containers
Executive Manor Condos	3153-3155 Old Highway 8	72	3 containers, 3 paper
Hamline House Condos	2800 Hamline Avenue	150	4 paper, 4 containers
Lake Josephine	3076 Lexington Avenue	23	3 carts of each
McCarrons Lake Condos	185 N McCarrons Blvd	42	3 carts of each

City of Roseville - Multi Family Complex Recycling Service Level

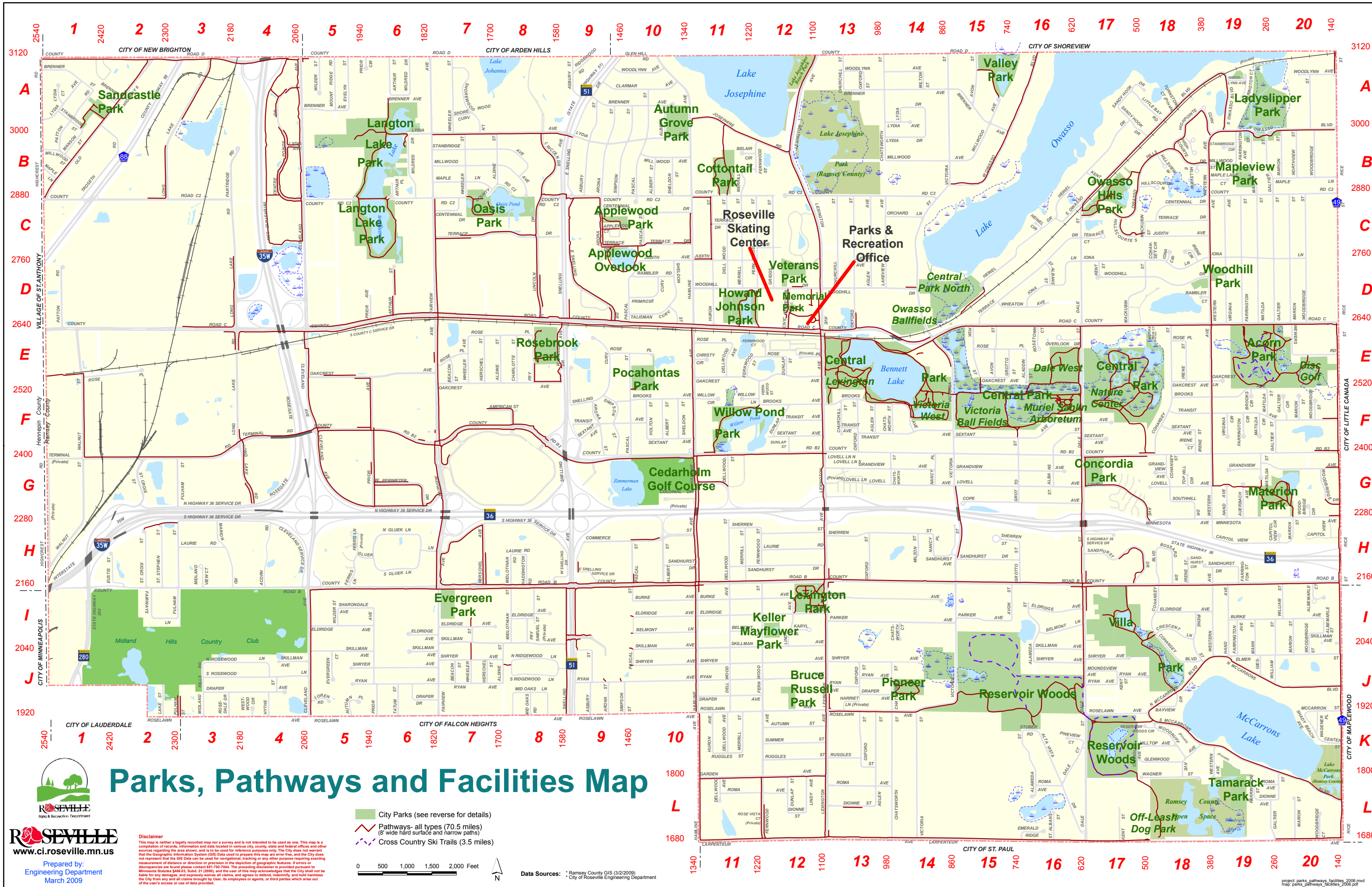
Midland Grove Condos	2200-2250 Midland Grove Road (private)	174	9 carts 3 4-yd for cardboard
Parkview Estate	2670-2700 Oxford Street	204	2 paper, 3 containers in each building - 4 buildings
Ramsey Square	2700-2730 Dale Street	192	1 paper, 1 containers per building, 4 buildings
Roseville Commons	2496 County Road C2 W	30	2 paper, 2 containers in garage
Rosewood Village	1620-1690 Highway 36	201	4 sets caretaker brings to tipping location on east edge of parking lot
Villa Park	500 County Road B	95	2 carts 1 2-yd for cardboard
Townhomes - Rental	Address	# units	# Carts
Roseville Townhomes	3085 Old Highway 8	40	2 containers, 1 paper dumpster per building, 2 buildings
Samuel Street (2086-2090)	2086 units 5-8, 2087 units 1-4, 2090 units 9-12	12	2 paper 2 containers
Mobile Home Parks	Address	# units	# Carts
Roseville Mobile Home Park	2599 Lexington Avenue	107	3 paper, 3 containers
Office Building	Address	# units	# Carts
State Farm Office Bldg	2201 Lexington	8	1 paper, 1 containers

2006 – 2014 Roseville Recycling Composition

Type of Material	2006	2007	2008	2009	2010	2011	2012	2013	2014
	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage
Total Annual Tons	3,441	3,681	3,556	3,281	3,322	3,244	3,173	3,225	3,212
Papers									
News Mix	63.98%	56.46%	66.00%	61.65%	59.68%	51.53%	56.86%	54.40%	56.27%
Cardboard	6.71%	13.23%	4.50%	5.48%	7.34%	10.33%	9.09%	8.78%	8.59%
Boxboard	2.37%	7.60%	2.60%	5.48%	3.79%	7.04%	5.81%	2.54%	4.48%
Wet Strength	0.36%	0.10%	0.50%	0.00%	1.77%	0.46%	0.50%	0.58%	0.84%
Phone Books	1.33%	0.11%	0.10%	0.02%	0.12%	0.14%	0.28%	0.37%	0.00%
Milk Cartons & Juice Boxes	Not collected	Negligible	Negligible	Negligible	0.02%	0.03%	0.47%	0.07%	0.31%
Textiles	0.40%	Negligible	Negligible	0.02%	0.02%	Negligible	0.20%	0.09%	0.11%
Residual	0.24%	0.11%	0.50%	0.06%	0.07%	0.27%	0.19%	0.07%	N/A
TOTAL	75.40%	76.60%	74.20%	72.72%	72.81%	69.79%	73.40%	66.90%	70.60%
Containers									
Total Glass	14.89%	15.15%	16.70%	17.54%	17.31%	18.08%	16.94%	18.78%	17.58%
Steel Cans	2.64%	2.00%	2.40%	2.43%	2.65%	2.49%	2.38%	3.30%	2.09%
Aluminum	1.48%	1.10%	1.40%	1.40%	1.43%	2.10%	1.37%	1.99%	1.13%
Total Plastics	4.70%	4.01%	4.60%	5.75%	5.67%	6.94%	5.63%	7.29%	6.13%
Residual	0.89%	0.15%	0.70%	0.17%	0.12%	0.60%	0.28%	1.74%	N/A
TOTAL	24.60%	22.40%	25.80%	27.28%	27.19%	30.21%	26.60%	33.10%	26.93%
									2.47%

2015 Roseville Recycling Composition

Type of Material	Percentage
News Mix	54.08
Cardboard	7.35
Mixed Paper	4.38
Carrier Stock	0.74
Phone Books	0.00
Textiles	0.16
Aluminum Cans	0.98
Steel Cans	2.12
HDPE Natural	1.12
HDPE Col	1.00
PET	3.11
Tubs and Lids	0.66
Thermoform	0.20
Mix Glass	21.36
Milk Cartons/Juice Boxes	0.19
Residual	2.55
Estimated 2015 Total Tonnage	3,308



Street Index (key to grid locator on city map)					
Acorn Rd N	H:4	Fisk St N	E:15	Mildred Dr N	A,B:6
Aglen Ave N	C,D:13	Fry St N	E-F:I:8	Millwood Ave W	B:7,8,10,13-15
Aglen St N	F,K:13	Fulham St N	G-J:2	Millwood St W	B:1,19
Aladdin St N	E:16	Galtier Cir N	F:20	Milton St N	A,H:14
Alameda St N	I,K:16	Galtier St N	B-D,F,L:19	Minnesota Ave W	G:18-20
Albemarle Ct N	I:20	Garden Ave W	K:11,12	Moundsview Ave W	J:17
Albemarle St N	I:20	Giesmann St N	I,J:19	Nancy Pl N	G,H:14
Albert St N	A,B,F,H:10	Glen Hill Rd W	A:10	Nature View Ct N (Private)	E:18
Aldine St N	B,E,J:7	Glenwood Ave W	K:17,18	Northview St N	B:20
Alta Vista Dr N	K,L:16	Gluek Ln W	H:5,6	Oakcrest Ave W	E:5-8,11,12,15,18
American St N	F:7,8	N Gluek Ln W	H:6	Oakcrest Ln W	E:19
Applewood Ct W	C:9	S Gluek Ln W	H:6	Old Highway 8 N	A,B:1,2
Arona St N	A-C,F,J:9	Grandview Ave W	G:13-16,18-20	Orchard Ln W	C:14
Arthur Pl N	B:6	Griggs St N	C,D:12	Overlook Dr W	E:16
Arthur St N	A:6,D:6	Grotto St N	E-H:15	Owasso Hills Dr W	B:18,C:17
Asbury St N	A,B,J:9	Haddington Rd N	H:8	S Owasso Blvd W	A-C:16-20
Auerbach Ave N	G:19	Hamline Ave N	A-L:10	W Owasso Blvd N	A,B:15-16
Autumn Pl W	J:5	Hand Ave N	G,I:19	Oxford St N	A,C-F,H,J,K:13
Autumn St W	K:12	Harriet Ln W (Private)	J:13	Parker Ave W	I:13-15
Avon St N	A,E,I:15	Heinel Cir W	C:16	Partridge Rd N	B:3,4
Bayview Dr W	J:18	Heinel Dr W	A-D:15-17	Pascal St N	A-F,H,J:10
Beacon St N	E,J:7	Herschel Ave N	H:7	Patton Rd N	A,B,D:1
Belair Cir W	B:11	Herschel St N	J:7	W Perimeter Dr W	G:6
Belmont Ln W	I:10,11,16	Highcourte N	B:18	Pineview Ct W	K:16
Bossard Dr N	H:18	Highcrest Rd N	A-B,G-H:1	Primrose Curv W	D:10
Brenner Ave W	A:5,6,9,10,13-15	Highpointe Curv N	A-B:18	Prior Ave N	B-G,I,J:5
Brenner Ct W	A:2	Hillscourte North W	B:18	Prior Cir N	A:5
Brenner St W	A:1	Hillscourte South N	C:17	Rambler Ct W	D:18
Brooks Ave W	F:8,9,10,12-14,18,19	Hillsview East N	B:18	Rambler Rd W	D:10
Brooks Cir N	F:19	Hillsview West N	B:18	Rice St N	A-L:20
Burke Ave W	I:10-14,19,20	Hilltop Ave W	K:17	N Ridgewood Ln W	J:8
Capitol View (Private)	H:20	Holton St N	F:10	S Ridgewood Ln W	J:8
Capitol View Ave W	H:19,20	Huron Ave N	K:11	Ridgewood Rd N	A:9
Capitol View Cir N	H:19	Huron St N	C-D:11	Roma Ave W	L:11-13,16,19
Centennial Dr W	C:7,9,10,18	Highway 35W N	A,B:4,G-H:1-4	Rose Pl W	E:1,2,7-12,15,16,18
Center St W	K:20	N Highway 36 Service Dr W	G:3-4,6	Rosedale Dr N	J:3
Centre Pointe Dr N	A-B:4	S Highway 36 Service Dr W	H:3-4,7-8,17	Rosegate	F-G:4
Chandler Ave N	K:17	Highway 88 N	A-C:1-3	Roselawn Ave W	J:2-14,17
Charlotte St N	E:8	Highway 280 N	H-J:1	Rosetown Ct N	E:16
Chatsworth St N	A,B,F,G,J,L:13	Hythe St N	J:4	Rose Vista Ct W (Private)	L:11
Christy Cir W	E:11	Iona Cir N	C:18	N Rosewood Ln W	J:3,4
Churchill St N	A,C,D,F:13	Iona Ln W	C-D:16-20	S Rosewood Ln W	J:3,4
Civic Center Dr N	D:12	Irene Cir N	C:18	Ruggles St W	K:11-13
Clamar Ave W	A:9,10	Irene Ct W	F:18	Ryan Ave W	J:5-7,9-13,17
Cleveland Ave N	A-F,I,J:4,G:4-6	Irene St N	E,F,H,J:18	St Albans St N	C,F,G,L:16
Cleveland Service Dr N	F-G:5,H:4	Josephine Rd W	B:11,12	St Croix St N	G,H:2
Cohansey Blvd N	H-J:18	Judith Ave W	C:10-13,18	St Stephen St N	H:2
Cohansey Cir N	C:18	Karyl Pl W	I:12	Samuel St N (Private)	I:8
Cohansey St N	E-G:18	Kent St N	B, D, J, I, L:17	Sandhurst Cir W	H:18
Colonial Dr W (Private)	G:10	Lake St N	J:2	Sandhurst Dr W	H:10-12,14,15,17,19
Commerce St W	H:9,10	Lakeview Ave N	C,D:13	Sandy Hook Dr N	A:17
Cope Ave W	G:15,16	Larpenteur Ave W	L:11-20	Sextant Ave W	F:9,10,12,15,16,18
County B Rd W	H:1-20	Laurie Rd W	H:3,8,12		
County B2 Rd W	F:4-20	Lexington Ave N	A-L:12		
County C Rd W	D:1-20	Lincoln Dr N	B-D:8		
County C2 Rd W	B:1-14	Lindy Ave N	I,L:12		
County D Rd W	A:1-7,12-16	Little Bay Rd N	A:17-18		
Crescent Ln W	I:18	Long Lake Rd N	A-F:3		
Dale Ct N	K:16	Loren Rd W	J:5		
Dale St N	C-L:16	Lovell Ave W	G:13-18		
Dellwood Ave N	I-L:11	Lovell Ln W (Private)	G:13		
Dellwood St N	C-E, G-H:11	N Lovell Ln W (Private)	G:13		
Dellwood St N (Private)	G:11	S Lovell Ln W (Private)	G:13		
Dionne Ave W	L:19	Lydia Ave W	A,B:1,4,6-14		
Dionne St W	L:12,13	Lydia Ct N	A:1		
Draper Ave W	J:3,4,11,13	Lydia Dr W	A,B:14		
Draper Dr W	J:6	Mackubin St N	C,D,J,L:17		
Dunlap St N	E,F,L:12	Manson St N	B:1		
Eldridge Ave W	I:5,7,8,10-12,16,18	Maple Ln W	B:1,7,8,20		
Elmer St W	J:19-20	Maple Lane Ct W	B:19		
Emerald Ridge W	L:16	Marion Rd N	H:3		
Eustis St N	E,H:1	Marion St N	B-I,L:20		
Evelyn St N	A:5	Matilda Cir N	F:19		
Evergreen Ct N	J:5	Matilda St N	B-D,F,G:19		
Fairview Ave N	A-J:6	McCarron St W	J:20		
Fairways Ln N	I:2	N McCarrons Blvd W	J:18-20		
Farrington Ave N	B, I:19	S McCarrons Blvd W	K,L:18-20		
Farrington Cir N	F:19	Merrill St N	B,C,H,K:11		
Farrington Ct N	A:19	Mid Oaks Ln	J:8		
Farrington St N	B-D,H,L:19	Mid Oaks Rd	J:8		
Fernwood Ave N	K-L:11	Midland Grove Rd N	H:4		
Fernwood Ct N	E:12	Midland Hills Rd N	J:3		
Fernwood St N	C-E,G-J:11	Midland View Ct N	H:3		
Ferris Ln N	H:5	Midlothian Rd N	H,I:8		

City Parks and Facilities			
Park	Acreeage	Map Ref	
Acorn	44.25	E:19,20	
Applewood Overlook	2.42	C:9,10	
Applewood Park	2.09	C:9,10	
Autumn Grove	6.61	A,B:10	
Bruce Russell	1.93	J:12	
Central Park	225.00	D:15,E:13-17,F:17	
Concordia Park	4.75	G:17	
Cottontail	6.40	B:11	
Evergreen	3.94	I:7	
Howard Johnson	9.05	D:11	
Ladyslipper	16.52	A:19,20	
Langton Lake	53.54	A-C:6	
Lexington	8.45	I:12	
Mapleview	3.26	B:19	
Materion	8.51	G:19,20	
Mayflower	2.26	I:12	
Memorial Park		D:12	
Oasis	14.44	B,C:7,8	
Owasso Ballfields	4.37	D:14	
Owasso Hills	8.51	B,C:17	
Pioneer	4.71	J:14	
Pocahontas	5.69	E:10	
Reservoir Woods	109.75	J:15-16,K:17	
Rosebrook	8.28	E:8	
Sandcastle	3.37	A:1,2	
Tamarack	6.46	K,L:19	
Valley	10.61	A:15	
Veterans	3.57	D:12	
Villa	40.83	I,J:17,18	
Willow Pond	14.76	F:11	
Woodhill	2.63	D:19	
Facility	Address	Phone	Map Ref
City Hall	2660 Civic Center Dr	792-7000	D:12
Parks and Recreation Office	2660 Civic Center Dr	792-7006	D:12
Skating Center	2661 Civic Center Dr	792-7007	D:12
Brimhall Community Gymnasium	1744 County Road B W	638-1958	I:7
Central Park School Community Gym.	535 County Road B2 W	481-9951	F:17
Roseville Gymnastics Center	1240 County Road B2 W	635-1660	G:11-12
Cedarholm Golf Course	2323 Hamline Ave N	792-7011	G:10
Harriet Alexander Nature Center	2520 Dale St N	792-7012	F:17
Roseville Fire Administration*	2701 Lexington Ave N	792-7009	D:12
Roseville Police Department*	2660 Civic Center Dr	792-7008	D:12

*For all police or fire emergencies - dial 911

Park Name	Address	Total # of		Building/Field	Pathway	Service
		Carts	Parking Lot			
Acorn	2806 Cty Rd C W	17	2	2	13	Weekly
Applewood	2838 Arona St	1			1	Every other week
Applewood Overlook	2838 Arona St	1			1	Every other week
Autumn Grove	1365 Lydia Ave W	5	1	2	3	Every other week
Bruce Russell	1175 Roselawn Ave W	1		1		Every other week
Central Park - Dale East, HANC	2520 Dale St N	4	1	1	2	Weekly
Central Park - Dale West	2525 Dale St N	5	2	1	2	Weekly
Central Park - Lexington	2540 Lexington Ave N	24	2	4	18	Weekly
Central Park - North	816 Heinel Dr N	1			1	Weekly
Central Park - Victoria Ballfields	2490 Victoria St N	9	3	3	3	Weekly
Central Park - Victoria West	2495 Victoria St N	10			10	Weekly
Concordia	2394 Dale St N	2		2		Every other week
Cottontail	1281 Cty Rd C2 W	1			1	Every other week
Evergreen	1810 Cty Rd B W	6	1	1	4	Weekly
Howard Johnson	1260 Woodhill Dr	4	1		3	Every other week
Keller Mayflower	2070 Fernwood St	1		1		Every other week
Langton	1894 Cty Rd C2 W	8	4		4	Weekly
Lexington	2131 Lexington Ave N	7	1	1	5	Every other week
Mapleview	2917 Matilda St	2			2	Every other week
Oasis	1700 Cty Rd C2 W	5	1		4	Every other week
Owasso Ballfields	2659 Victoria St N	2	2			Weekly
Owasso Hills	593 Owasso Hills Dr	1			1	Every other week
Pocohontas	2540 Pascal St	2			2	Every other week
Reservoir Woods	1901 Alta Vista Dr	2			1	Every other week
Rosebrook	2590 Fry St	5	2	1	2	Every other week
Sandcastle	3060 Patton Rd	2	1		1	Every other week
Tamarak	1745 Farrington St	1			1	Every other week
Valley	3110 Avon St	2			2	Every other week
Veterans	1135 Woodhill Dr	2			2	Every other week
Villa	2055 Cohansey Blvd	5			5	Every other week
Willow Pond	1283 Cty Rd B2 W	1			1	Every other week
Total		139	24	20	95	

Attachment A - Proposal Content Checklist

Proposers must prepare six hard copies and one electronic copy of the submissions that follow the format and sequence specified in this RFP. Submission must be printed on 100% post-consumer recycled content paper and one electronic copy of the proposal formatted in Microsoft WORD on a USB flash drive.

Proposers shall complete and submit this checklist of items for inclusion in the proposal. Each item must be submitted on a separate page. This checklist may also be filled out electronically using the attached Form version.

Responsiveness (Pass/Fail)

The Contractor must submit the following in order to be considered responsive:

- ☐ Completed Proposal Submittal Form and Affidavit of Non-Collusion (Attachment B)
- ☐ Statement as to any litigation in the past five years within the State of Minnesota and the current status of that litigation
- ☐ List of firm's Principal Officers' names, and name, addresses and contact information (telephone, email, fax) for designated contact person
- ☐ A comprehensive cart rollout plan and schedule for the initial cart distribution (Section 5.04)
- ☐ Examples of monthly and annual reports (Section 6.01)
- ☐ Example of the Contractor's annual report and educational materials sent to MUD building owners (Section 6.03)
- ☐ A statement clearly specifying the location(s) of its recyclables processing facility (or subcontractor's facility) where material collected from the City will be delivered and / or processed (Section 7.01)
- ☐ Certification of end markets (Section 7.06)
- ☐ Examples of proposer's public education materials including education tags (Section 5.06 and 6.05)
- ☐ List of references – similar to what was previously submitted electronically
- ☐ Project Capability Plan (Attachment C)
- ☐ Project Community Values Capability Form (Attachment D)
- ☐ Pricing Forms (Attachment E)
- ☐ Value Added Plan (Attachment F)

Formatting Requirements

Contractor must follow the formatting requirements of the following Attachments.

- ☐ Project Capability Plan (Attachment C)
- ☐ Project Community Values Form (Attachment D)
- ☐ Value Added Plan (Attachment F)

In order to minimize bias, the attachments identified above must NOT contain any names that can be used to identify the Contractor. Templates of these Attachments in Word format are available for download.

Contractors are NOT allowed to re-create, re-format, or modify the Attachment templates (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

Attachment B

**PROPOSAL SUBMITTAL FORM
COMPREHENSIVE RECYCLING COLLECTION SERVICES**

**CITY OF ROSEVILLE
2660 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113**

TO: Ryan Johnson
Environmental Specialist
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Dear Sir:

- 1. The following proposal is made for Comprehensive Recycling Collection Services as described in the Specifications provided to the prospective contractors.
- 2. The undersigned certifies that the specifications contained herein have been carefully examined and understood and that at no time will misunderstanding of said specifications be pleaded.
- 3. In submitting this proposal, it is understood that the right is reserved by the City to reject any or all proposals and to waive any informalities and technicalities without explanation.
- 4. If a corporation, what is the State of Incorporation? _____
- 5. If a partnership, state full names of all co-partners: _____

- 6. The contractor, in compliance with the Notice Requesting Proposals for Comprehensive Recycling Services, hereby submits the following proposal:

Official Address:	Firm Name:
_____	_____
_____	By:_____
_____	Title:_____
_____	Date:_____

**AFFADAVIT AND INFORMATION REQUIRED OF BIDDERS
(RFP SUBMITTERS)**

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the proposer (if the proposer is an individual), a partner with the proposer (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
- (2) That the attached proposal or proposals have been arrived at by the proposer, independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposals, designed to limit independent proposing or competition;
- (3) That the contents of the proposal or proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal or official reviewing the proposal or proposals; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to before me this
_____ day of _____, 20____

Notary Public
My Commission expires _____, 20____

Attachment C

Project Capability Plan

This template must be used. The Project Capability Plan should identify the Contractor’s capability to meet the requirements for recycling service. The capability claims should be prioritized (list the most important claims first). The Contractor may add or delete Project Capability Claim table templates, but do not exceed the two-page limit. Do NOT include any identifying information in your Plan. Information listed under the “Documented Performance” line may describe where the Contractor has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Project Capability 1 Claim: _____

Documented Performance: _____

Project Capability 2 Claim: _____

Documented Performance: _____

Project Capability 3 Claim: _____

Documented Performance: _____

Project Capability 4 Claim: _____

Documented Performance: _____

Project Capability 5 Claim: _____

Documented Performance: _____

Project Capability 6 Claim: _____

Documented Performance: _____

Attachment D

Project Community Values Capability

This template must be used. The Contractor must identify its capability to meet the Community Values:

- Collection Operations – which includes Clean and quiet; Impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, More materials picked up – particularly plastics, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, Multi-family dwelling recycling
- Resident and Community Engagement Efforts – which includes Voluntary expansion to businesses, Effective frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, Outreach to low participating communities, Outreach using electronic communications
- Environmental– which includes Experience with Zero Waste events, Reduced carbon footprint, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and MRF locations

The capability claims should be prioritized (list the most important claims first). The Contractor may add or delete Project Capability Claim table templates, but do not exceed the two-page limit. Do NOT include any identifying information in your Plan. Information listed under the “Documented Performance” line may describe where the Contractor has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Community Values Capability 1 Claim: _____

Documented Performance: _____

Community Values Capability 2 Claim: _____

Documented Performance: _____

Community Values Capability 3 Claim: _____

Documented Performance: _____

Community Values Capability 4 Claim: _____

Documented Performance: _____

ATTACHMENT E

PRICE WORKSHEET

Instructions for Roseville RFP price worksheet

All proposers must fill out at least one proposal scenario price worksheet. Pages two and three may be filled out electronically using the attached Form version of this attachment. In addition, proposers also may complete the optional Additional alternate proposal scenario worksheet. Proposers may submit multiple scenarios.

Proposers may fill in the attached form or use their own in similar formats. However, the contents in the attached price worksheet must be included if alternative formats are submitted.

The basic revenue share formula outline within this RFP can be summarized as a portion of the Proposer's materials sales revenue from commodities less processing costs for these commodities. Alternative revenue sharing formula may be proposed. The City has a stated preference for using the specified published indexes as a means to simplify the accounting of proposed revenue share. Proposers can indicate from zero to 100 percent revenue share for percent of published price index. Thus, vendors can opt out of the revenue share component by simply inserting zero percent for the commodities for each scenario proposed. Alternate revenue sharing formula can be proposed, but these must be clear with examples for each alternate formula. Also, vendors proposing alternate revenue sharing formula must justify how the monitoring and accounting of the alternate formula will be at least as simple as the basic revenue share formula contained within this RFP.

The City will use the assumed tonnage and material splits in Exhibit C for calculating the net revenue share back to the City from all proposers. It is important to note that the City does not guarantee any minimum tonnage or any specific material splits. These are estimates only for purposes of this RFP and comparing the value of any revenue sharing proposals.

ATTACHMENT E – 1

CURBSIDE COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Curbside Collection Scenario

Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Residential Unit Dwelling per Month

\$_____ per RUD

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 2

CURBSIDE COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Curbside Collection Scenario

City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Residential Unit Dwelling per Month

\$_____ per RUD

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 3

MULTI-UNIT DWELLING COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Multi-Unit Dwelling Collection Scenario

Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Multi-unit dwelling per Month

\$ _____ per MUD

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 4

MULTI-UNIT DWELLING COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Multi-Unit Dwelling Collection Scenario

City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Multi-unit dwelling per Month \$ _____ per MUD

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 5

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Parking Lots

Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per pulled CART

B. Revenue Share Proposal

Revenue share percentage _____% of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 6

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Parking Lots City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per pulled CART

B. Revenue Share Proposal

Revenue share percentage _____% of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 7

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Buildings (walk up)

Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$ _____ per pulled CART

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 8

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Buildings (walk up) City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per pulled CART

B. Revenue Share Proposal

Revenue share percentage _____% of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 9

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Trails & Pathways Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per pulled CART

B. Revenue Share Proposal

Revenue share percentage _____% of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 10

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Trails & Pathways City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per pulled CART

B. Revenue Share Proposal

Revenue share percentage _____% of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

Attachment F

Value Added Plan

Identify any options, ideas, alternatives, or suggestions to add value to this service. Include a short description of how it adds value to the project and identify if the items will increase or decrease cost or satisfaction. All cost impacts associated with these value added options must NOT be included in your base cost. You may add or delete rows if necessary, but do not exceed the two-page limit.

Item 1 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____

Item 2 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____

Item 3 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____

Item 4 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____

Item 5 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____

Item 6 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____



Memorandum

Foth Infrastructure & Environment, LLC
 Eagle Point II • 8550 Hudson Blvd. North, Suite 105
 Lake Elmo, MN 55042
 (651) 288-8550 • Fax: (651) 288-8551
www.foth.com

January 19, 2016

To: Ryan Johnson and Marc Culver (City of Roseville)
Cc: Jean Buckley and Kate Bartelt (Ramsey County)
From: Dan Krivit and Susan Young (Foth Infrastructure & Environment, LLC)
RE: City-owned vs. Contractor-owned Recycling Carts:
 Discussion of Advantages and Disadvantages

Roseville City staff requested an overview of advantages and disadvantages for the City to own the recycling carts vs. the contractor to continue to own the carts. Your incumbent Contractor, Eureka Recycling, currently owns the recycling carts. Our understanding is that your upcoming draft request for proposals (RFP) for recycling services will likely include the option for City-owned carts in the RFP price worksheets.

A best value analysis of cart ownership most often indicates that city-owned carts are cost-effective in the long term if the city has a source of capital funding. Ramsey County will help fund up to 50% of the capital costs of carts and dumpsters. City staff should further discuss this opportunity with County staff.

Principal advantages of city cart ownership include:

- ◆ Proposals for recyclables collection services may be more competitive in response to the upcoming Roseville recycling RFP if proposers do not have to provide carts. More organizations may be attracted to respond to the RFP because they do not have to finance the capital cost of the carts.
- ◆ The costs of new cart roll-out are minimized over the life of the carts. Carts can last up to ten (10) years. Recycling contracts terms are usually three to five years.
- ◆ Carts do not have to be switched out each time a city changes recycling contractors.
- ◆ A city owns the assets (i.e., the carts) after the contract period.
- ◆ A longer amortization period results in lower monthly cart fees for residents. City-owned carts are often capitalized on a 10-year schedule to correspond with the warranty period of the carts. Private organizations often amortize the capital costs of carts on a much shorter time-frame, sometimes the length of the contract (e.g., three or five years).

- ◆ Municipalities have access to lower cost financing compared to private financing and do not add a profit margin to the cart purchase and financing.

Secondary advantages to city cart ownership include:

- ◆ A city can use the carts to help brand its image. A city can place its logo on the carts to promote municipal services and help create an identity for the community.
- ◆ A city can retain exclusive rights to design cart labels and messaging.
- ◆ Future transitions to new contractors may be less disruptive to residents and easier for a city to implement without a required cart switch out.
- ◆ Cart quality (e.g., durability) and cart manufacturers' performance can be considered in the purchase decision as part of city-developed cart bid specifications.
- ◆ Municipalities can take advantage of governmental cooperative purchasing programs (e.g., HGACBuy, National Intergovernmental Purchasing Alliance, and National Joint Powers Alliance). These cooperative purchasing programs can result in more competitive pricing for the carts compared to a traditional direct request for bids (RFB) procurement approach.

Principal disadvantages of city-owned carts include:

- ◆ Requires a source of municipal capital funds.
- ◆ Developing cart specifications requires some level of knowledge about the technical aspects of carts.
- ◆ Ownership of the carts may not fit with city fiscal policies (i.e., additional depreciable assets requiring a capital replacement fund, etc.).
- ◆ The city has responsibility for supervision of the cart inventory. While the cart inventory management can be contracted out, there is still oversight needed of the asset.
- ◆ The city owns the carts but recyclables collections are operated by the recycling contractor. This can lead to disputes about who is responsible for any damages to carts during recyclables collection.
- ◆ The City has responsibility to assure an adequate inventory of replacement carts. The carts may need to be in various sizes.

The City of Roseville's decision to own the carts, or not, should be separated from the decision on how best to manage the functions of initial cart roll-out and ongoing cart management.

If the City purchases carts, the carts will come from the manufacturer and be shipped to a staging location. Lids and wheels must be put on the carts before they are distributed to residents. Initial cart roll-out consists of delivering carts to residents and keeping a record of the following:

- ◆ Address the cart is delivered to;
- ◆ Size and ID number of the cart;

- ◆ RFID information (if the cart is RFID-equipped); and
- ◆ Placement of education information on the cart.

City-owned carts should stay with the address. For inventory purposes, it is best to program any data management system to code the cart to a specific address. In this way, a cart found in a park, for instance, could be returned to the correct address using the cart ID number. Also, cart work orders can be more readily managed to track the number of missing, warranty or destroyed carts.

On-going cart management, regardless of cart ownership, consists of:

- ◆ Warehousing carts;
- ◆ Delivering carts to new customers (e.g., new homes);
- ◆ Changing cart sizes as requested by customers (larger to smaller, or vice-versa);
- ◆ Replacing or repairing carts that are damaged; and
- ◆ Tracking any warranty issues.

If the City decides to own the carts, there are several options for the City to consider for initial cart roll-out and ongoing management of the carts:

- ◆ In the cart purchase specifications, the City could require that the cart manufacturer be responsible for initial cart roll-out using a City-supplied database of customer addresses;
- ◆ The City could issue a separate RFP for cart roll-out and management;
- ◆ The City could require the recyclables collection contractor to perform cart roll-out and management services on behalf of the City, specifying continued City ownership of the carts; and
- ◆ The City could manage the carts with City employees.

If the City contracts initial cart roll-out and/or ongoing management, careful City monitoring/oversight of the inventory is needed to protect the City's investment.

If the City decides to own the carts, it should plan about four to five months from the time of the decision until carts are specified, purchased, ordered, manufactured, delivered, assembled and rolled-out to Roseville residents.

Several cities in the Twin Cities metro area have recently made the decision to purchase their own carts (e.g., Lauderdale, Maplewood, Arden Hills, and Shakopee). The City of Minneapolis has traditionally owned their trash and recycling carts (and now their organics carts). Saint Paul currently plans to purchase the recycling carts for their new recycling contract with financial assistance from Ramsey County.

The City of Roseville's current plan to include city-owned carts as a price option for the upcoming recyclables collection RFP may be the best means for Roseville to get market based pricing on this question of city-owned vs. contractor-owned recycling carts.

Roseville Public Works, Environment and Transportation Commission

Agenda Item

Date: January 26, 2016

Item No: 8

Item Description: Look Ahead Agenda Items/ Next Meeting February 23, 2016

Suggested Items:

- Lake Owasso Private Drive Storm Sewer Project
- Update on Mn/DOT Projects including 35W Managed Lane Project
- Twin Lakes East Collector Project Update

Recommended Action:

Set preliminary agenda items for the February 23, 2016 Public Works, Environment & Transportation Commission meeting.