

**SECOND AMENDMENT TO
RESIDENTIAL SOLID WASTE, YARD WASTE, AND BULKY WASTE
COLLECTION AGREEMENT**

This Second Amendment to Residential Solid Waste, Yard Waste, and Bulky Waste Collection Agreement (“Second Amendment”) is made between the City of Saint Paul, a municipal corporation (hereinafter “City”), and St. Paul Haulers, LLC, a Minnesota limited liability company (hereinafter “Consortium”) on this _____ day of September, 2023.

RECITALS

WHEREAS, the City and the Consortium entered into a Residential Solid Waste, Yard Waste, and Bulky Waste Collection Agreement dated November 14, 2017, as amended by the First Amendment to Residential Solid Waste, Yard Waste and Bulky Waste Collection Agreement dated December 19th, 2018 (collectively “the Agreement”); and

WHEREAS, Section 1, Term of Contract, provides the Agreement may be renewed upon the parties’ mutual agreement; and

WHEREAS, the City and the Consortium held negotiations and mutually agreed upon an extension of the Agreement and desire to amend the Agreement on the terms set forth in this Second Amendment.

NOW THEREFORE, in consideration of the promises, covenants, and agreements made herein, the City and the Consortium hereby agree as follows:

1. The duration of the Agreement shall be extended from October 1, 2023, through March 31, 2025.
2. Section 3.1.1 of the Agreement shall be deleted in its entirety and replaced as follows:

Trash Collection Costs: The monthly base collection costs effective January 1, 2023, shall continue October 1, 2023 until and including December 31, 2023. The monthly base collection costs for carted service commencing on January 1, 2024 and continuing through March 31, 2025 shall, subject to adjustment pursuant to Sections 3 and 5 of this Second Amendment, be as follows:

<u>Cart Size/Frequency</u>	<u>Price per month (Pre-tax)</u>
35 gallon, Every Other Week	\$ 15.12
35 gallon, Weekly	\$ 18.20
65 gallon, Weekly	\$ 27.24
95 gallon, Weekly	\$ 32.50

3. Section 3.1.3 of the Agreement is deleted in its entirety.
4. Except as otherwise provided in this Second Amendment, base collection costs in Section 2 of this Second Amendment shall be adjusted only based on: (i) the increase/decrease in Disposal Costs (tipping fees,) as set forth in Section 3.1.5 of the Agreement, and utilizing the existing formula, (ii) Section 3.1.2 of the Agreement; and (iii) Section 3.1.4 of the Agreement.

5. The rates for the following Additional Services Options shall, commencing on January 1, 2024 and continuing through March 31, 2025, be as follows:

Extra Cart (per cart, per month) cart size	\$ 5.20 + appropriate disposal price by cart size
Extra Bags (per bag)	\$ 3.12
Return or Request Day of Service (each incident)	\$ 41.60
Cart Size Change in excess of 1/yr. (each incident)	\$ 26.00
Yard Waste (per year)	\$ 124.80
Walkup Service up to 100' (per year)	\$ 26.00
Walkup Service over 100" (per year)	\$ 52.00

6. The Chief Manager of the Consortium will collaborate with the City to use the City's email software (Zendesk/Zuper) to receive and forward cart repair and replacement requests, customer service questions, resident requests. The collaborative effort will be made in good faith but does not require implementation or use of Zendesk/Zuper. There will be no contractual requirement to utilize software and no Consortium Member will be required to install City-requested devices on any trucks.
7. Except as specifically modified herein, all terms and conditions of the Agreement shall remain in full force and effect. The Agreement, together with The First Amendment and This Second Amendment, contains the entire agreement between the Parties.

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Signature Page to Follow

IN WITNESS WHEREOF, the City and the Consortium have caused this Second Amendment to be executed and attested by their duly authorized officers.

CITY OF SAINT PAUL:

By, Melvin Carter, Mayor

Date: _____

By, John McCarthy, Finance Director

Date: _____

By, Sean Kershaw, Public Works Director

Date: _____

APPROVED AS TO FORM:

By, _____
Deputy City Attorney

Date _____

ST. PAUL HAULERS, LLC

By, _____
Greg Revering, Chief Manager of Consortium

Date _____