



## RESIDENTIAL RECYCLING SERVICES CONTRACT

This Residential Recycling Services Contract between the City of Anoka (City) and Ace Solid Waste, Inc. (Contractor) is comprised of this written Contract, the City of Anoka, Minnesota Request for Proposals (RFP) for Recycling Collection Services (released September 11, 2020) and a Proposal for the Recycling Collection Services presented to the City of Anoka from Ace Solid Waste, Inc. dated October 13, 2020, which are incorporated herein by reference; all of which are hereinafter collectively referred to as the "Contract," which is effective as of April 1, 2021 through March 31, 2026.

In the event of any conflicting language among the aforementioned documents, the language of this Contract shall govern.

The City of Anoka and Contractor agree as follows:

### 1. GENERAL COLLECTION SERVICES

a) **Service Details & Schedule**

Contractor shall be granted exclusive rights to provide bi-weekly (every other week) Collection services of single-stream recyclable materials for all single-family residences (1-4 units), multi-family residences (weekly as needed) of 5+ units or more, and at specified municipal buildings, as indicated in subparagraph 1e below), Mondays through Thursdays only, except in the case of a holiday. A zone system will be used (*Exhibit A – Map*). Collection hours commence no earlier than 7:00 a.m. and must be completed no later than 6:00 p.m. on each scheduled Collection day. A full Zoning Map is also included for reference as Exhibit B.

b) **Single-Stream Materials**

Contractor shall collect the following single-stream recyclables materials:

- Newsprint
- Corrugated Cardboard
- Aluminum, Steel, and Tin Cans
- Glass Jars & Bottles
- Plastics (#1, #2, #5) – bottles, cartons, cups, food containers, tubs, bowls, milk jugs, etc.
- Paper Cartons (milk, juice, other)
- Magazines & Telephone Books
- Mixed Paper / Mail
- Boxboard

- Any additional materials added to the stream by Contractor (Contractor to notify City Recycling Manager and residents at onset of any additional material added to the stream).

c) **Single-Family Properties**

Recyclables are to be collected at the curb, except when a resident's physical abilities are impaired and in which case recycling will be serviced via walk-up Collection, without additional charge, to the location of the container as requested. Service via some alleys may be required.

d) **Multi-Family Properties**

Recyclables are to be collected at each property's designated area and may need to be serviced weekly depending on need. Service via some alleys may be required.

e) **Municipal Buildings**

Recyclables are to be collected at the curb, or designated area on the property.

**Anoka Municipal Buildings to be Serviced Curbside or as designated by City:**

- Anoka City Hall, 2015 First Avenue (lower level, north side) – one 95 gallon cart
- Public Safety Center, 275 Harrison Street; one 95 gallon cart; one 2-yard container
- Better Values Liquor Store, 847 East River Road; four 95 gallon carts
- Better Values Liquor Store 809 W. Hwy. 10; two 95 gallon carts
- Anoka Aquatic Center, 1551-7<sup>th</sup> Avenue North (Summer months only); one-2 yard container
- Anoka Senior Center, 1500 6<sup>th</sup> Avenue; two 95 gallon carts
- Green Haven Golf Course & Event Center, 2800 Greenhaven Road; one 4-yard container and four 95 gallon carts
- Public Services Building, 501 Pierce Street; one 4-yard container and five 95 gallon carts
- Castle Field – 600 Castle Field Boulevard; one 2-yard container (summer only)

f) **Holidays**

Refers to any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other holidays mutually agreed to by the City and Contractor. In no instance will there be more than one holiday during a Collection week. Contractor shall publish a yearly calendar including alternate Collection days as needed.

g) **Severe Weather**

Contractor may postpone recycling Collections due to severe weather at the sole discretion of Contractor. If Collections are postponed, Contractor shall notify the City Recycling Manager via telephone or e-mail. Upon postponement, Collection

will be made on a day agreed upon between the City and Contractor.

h) **Force Majeure**

Contractor's performance is excused for events outside its control; further, unexpected occurrences such as severe weather conditions, strikes, labor disputes, excess debris resulting from storm, epidemics or pandemics (or governmental restrictions imposed in connection therewith) or other acts of gods, etc. should qualify as events of Force Majeure.

i) **Excluded Waste**

Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

j) **Removal of Contaminants**

The City must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If the City fails to do so, Contractor may decline to collect such materials without being in breach of the contract. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.

k) **Exclusive Rights**

The rights granted to Contractor under the contract shall be exclusive. The City may, in its sole discretion, enforce the exclusivity provisions of the contract against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the contract against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the contract, including, without limitation, the exclusive service rights granted to Contractor pursuant to this Contract.

## 2. ADDITIONAL REQUIRED SERVICES:

In addition to the General Collection Services, Contractor:

- a) Shall work with the City Recycling Manager and the Waste Reduction & Recycling Board (WRRB) to develop new programs to help increase tonnage and participation.
- b) Shall prepare, produce and mail at its own expense an annual public education flier or postcard for all single-family and multi-family households in December of each Contract year, beginning at the onset of Contract for April 2021  
City shall provide mailing list to the contractor.
  - The flier or postcard shall include an annual service calendar highlighting service weeks and holidays, a list of acceptable materials, a list of unacceptable materials, how to prepare materials for Collection, and Contractor contact information for questions, concerns, or comments.
  - The Contractor shall request approval of the education marketing piece from the Recycling Manager prior to printing and distribution. A PDF and a minimum of 250 printed pieces of the document shall be supplied to the Recycling Manager for additional distribution.
- c) Shall provide a recycling truck or roll-off container and one personnel to collect single-stream recyclable materials at the annual spring and fall recycling drop off days (last Saturday of April and last Saturday of September) and submit a tonnage receipt to the City Recycling Manager within 30 days after the event. Roll-off container to be delivered to site the Friday before each event and removed no later than the following business day. Event dates, hours and location are subject to change.
- d) Shall provide 1 or 2 roll-off containers to collect scrap metal materials at the annual spring and fall recycling drop off days (last Saturday of April and last Saturday of September) and submit a tonnage receipt to the City Recycling Coordinator within 30 days after the event. Roll-off container(s) to be delivered to site the Friday before each event and removed no later than the following business day. Event dates, hours and location are subject to change.
- e) Shall provide four 4-yard recycling containers for city parks recycling collection. Contractor shall deliver one 4-yard container to 641 Jacob Lane, one to the Anoka Aquatic Center (1551-7<sup>th</sup> Ave.), and two 4-yard recycling containers to 501 Pierce Street (Public Services Building) the week following Memorial Day each year of the Contract.
- f) Shall service all four of these containers on a bi-weekly basis schedule or more frequently dependent upon volume and if notified by the City Recycling Manager.

- g) Shall remove the containers at 641 Jacob Lane and the Anoka Aquatic Center the week following Labor Day each year of the Contract. The containers at 501 Pierce Street will remain in place and serviced bi-weekly throughout the year.
- h) Community Events Recycling –Contractor shall provide full recycling service (delivery of carts and/or containers, distribution, retrieval, and tonnage report) as requested by City Recycling Manager at up to four (4) city-sponsored events per year at no additional cost.

### **3. EQUIPMENT & OPERATOR REQUIREMENTS**

- a) Contractor shall retain sufficient equipment to fulfill the requirements and specifications of the services of this Contract.
- b) Contractor must be an equal opportunity employer and must have a license issued by the City of Anoka as governed by appropriate City Code.
- c) Contractor must be able to show proof of proper bonding, insurance and proof of vehicle liability and workers' compensation insurance at any given time. In addition:
  - The City shall be named as an additional insured on all insurance policies procured by Contractor, except for the workers' compensation insurance policy or policies. The City's requirement to be named as additional insured shall be limited to the extent of Contractor's negligence.
  - Upon the commencement of each Contract Year, Contractor shall provide certificates of insurance to the City evidencing the insurance policies required under this Contract (and renewals thereof) and shall present such policies for review by the City upon demand.
  - The insurance policies required herein shall contain clauses substantially in the following words:
    - (i) "Notwithstanding any other provision in this policy, to the extent of Company's obligations pursuant to the Contract between Ace Solid Waste and the City of Anoka, the insurance afforded hereunder to the City shall be contributory as to any other insurance or reinsurance covering the City, and such other insurance or reinsurance shall not be required to contribute to any liability until the appropriate limit of liability afforded hereunder is exhausted."
    - (ii) "This policy may not be canceled or materially changed until after receipt by the City of written notice of such cancellation or change in coverage, as provided by the notice provisions of the applicable policies."

- The City may, from time to time, reasonably adjust the coverages and policies required to be furnished by Contractor hereunder, to comply with applicable laws and regulations of the State of Minnesota or in a manner consistent with the coverages and policies which are typically provided by similarly situated companies.
- d) Equipment operators must meet all Federal, State, and local licensing and operation requirements.
- e) Contractor shall use the equivalent of two recycling vehicles and one front-end loader for larger properties in the City.
- f) Contractor vehicles shall be maintained in good working condition, comply with all State inspection requirements and be kept neat in appearance.
- g) Contractor shall have a contingency plan in the event that a vehicle or operator is unavailable so that service is uninterrupted.
- h) Contractor will provide one personnel on each truck.
- i) Vehicles shall be designated for recyclables Collection only (unless front load truck is required for larger containers) and equipped with two-way communication device, warning flashers, backup alarms, and a broom and shovel for spills. Contractor's name and telephone number shall be prominently displayed on both sides of each vehicle, and a sign indicating the vehicle makes frequent stops shall be included. Vehicles shall be powered by Compressed Natural Gas (CNG) to reduce use of foreign oil and allow for quieter running vehicles.(due to timing of the approval of this agreement, the CNG truck may not be operational until June 2021).
- j) Contractor will deliver all collected recyclable materials to one of four MRFs: EUREKA! ReCYCLING for process located at 2828 Kennedy Street NE, Minneapolis, MN 55413; Waste Management Recycling America, 1691 91<sup>st</sup> Ave NE, Blaine, MN 55449; Dem-Con, 13020 Dem Con Drive, Shakopee, MN 55379; or Recycle Minnesota, 8812 215<sup>th</sup> St W., Lakeville, MN 55044.
- k) Contractor guarantees the City that essentially all of the collected recyclable materials collected from the City of Anoka will be delivered to one of 4 MRF's for proper recycling of the materials collected that are not recyclable or another MPCA approved disposal facility. Should that information change throughout the term of the Contract, Contractor shall inform the City Recycling Manager of such change(s).
- l) Notwithstanding anything herein to the contrary, to the extent supplied by Contractor, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of the City (excluding normal wear and tear), the City will be charged for the resulting repairs or

replacement and such amounts will be paid to Contractor upon demand.

- m) Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, the customers and the City (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and the City shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and the City must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used herein shall mean all containers used for the storage of non-hazardous recyclable materials.

#### 4. PERSONNEL REQUIREMENTS

- a) Contractor shall retain sufficient personnel to fulfill the requirements and specifications of the services of this Contract.
- b) Contractor's personnel shall be trained both in program operations and customer service and insure that all personnel maintain a positive attitude with the public and City staff and shall:
- Conduct themselves at all times in a courteous manner and use no abusive or foul language.
  - Perform their duties in accordance with all existing laws and ordinances and future amendments to Federal, State of Minnesota, and local laws and governing boards.
  - Be clean and presentable in appearance.
  - Wear a uniform and employee identification badge or name tag.
  - Drive in a safe and considerate manner.
  - Manage containers in a careful manner.
  - Monitor for any spillage and be responsible for cleaning up any litter or breakage resulting from the service.
  - Avoid damage to property.
  - Abstain from operating vehicle while under the influence of alcohol or illegal controlled substances.

#### 5. CUSTOMER SERVICE REQUIREMENTS

- a) **Customer Service Personnel**  
Contractor shall provide a sufficient number of personnel to receive complaints and answer curbside recycling questions via telephone between the hours of 8:00 a.m. and 4:30 p.m. weekdays, except holidays. Contractor shall have a voicemail system activated to receive telephone calls after business hours and on weekends.
- b) **Missed Collections**  
Contractor shall pick up missed recycling Collections on the same day it receives notice of a missed Collection, provided notice is received by Contractor before

11:00 a.m. on a business day. If notice is received by the Contractor after 11:00 a.m. or on a non-business day, Contractor will pick up the missed Collection no later than 4:00 p.m. the next business day.

c) **Customer Complaints & Complaint Log**

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

Contractor shall maintain a log of all complaints, including the nature of the complaint, name, address, and telephone number of the complainant, date and time received, Contractor's response, and the date and time of response. Contractor will provide a detailed monthly report to the City Recycling Coordinator by the 15th day of each month.

## **6. REPORTING REQUIREMENTS**

Contractor shall provide Recycling Manager with certified weight slips for all collected materials by the 15<sup>th</sup> day of each month detailing the previous month's single family and multi-family tonnage information. If recyclable material is not weighed individually, Contractor must indicate the procedure that will determine the individual material breakdown.

Contractor shall report, by individual material and amounts, where materials are delivered for recycling. If that entity is a broker, only then Contractor must report what end market the broker used. Summaries by brokers and end markets must be provided within 30 days of the end of the previous month. If collected materials are stored for a period of more than 120 days, the amounts of materials by type and location of storage must be reported to the City.

An accurate method indicating the percentage of households (including multi-family residences) participating in the recycling program must be provided to the City Recycling Coordinator on a monthly basis. Tonnage reports shall also be provided on a monthly basis.

At a minimum, Contractor shall include the following information on a monthly basis:

- Total quantities of recyclable materials collected, listed by material type in tons.
- Net quantities of recyclable materials marketed, listed by material type in tons.
- Log of all customer complaints.
- Average participation rates and explanation of how rates were calculated.

## **7. RECYCLING CARTS AND CONTAINERS**

Contractor shall provide containers for use of single-stream Collection program. Contractor will maintain an inventory of new and replacement carts and is required to service and repair damaged carts. Contractor shall maintain sufficient cart inventory of various sizes (approx. 30+, 60+, and 90+-gallon) to meet supply and demand needs for

the entire term of the Contract. Replacement and additional carts and/or varying sizes shall not change the service fee to any household.

The standard cart size for single-family shall be 95 gallons. The carts shall be uniform and consistent in color and design, have one or more recycling symbol/wording and/or an approved instruction label imprinted on it and the lid color shall be different than the cart color to distinguish from trash carts. Should any imprints or wording on the cart fade or peel, Contractor will replace the cart(s) as requested.

Contractor shall furnish each multi-family property with a sufficient amount and sufficient sizes of carts and/or containers for recycling Collection services listed in this Contract. Some multi-family properties shall be serviced on a weekly basis as needed.

## 8. PAYMENT TERMS

### a) **Recycling Fees**

As indicated in Contractor's proposal, the monthly fee schedule is as follows beginning April 1, 2021.

*ACE SOLID WASTE <i>Effective April 1 of ea. yr.</i>	Year 1 (2021- 22)	Year 2 (2022- 23)	Year 3 (2023- 24)	Year 4 (2024- 25)	Year 5 (2026)
5-Year Single Family	\$3.55	\$3.66	\$3.77	\$3.88	\$4.00
5-Year Multi Family	\$2.85	\$2.94	\$3.02	\$3.11	\$3.21
5-Year Multi Family (weekly)	\$3.56	\$3.67	\$3.87	\$3.89	\$4.01

### b) **Compensation for Services Based on a Fee per Household**

The City agrees to pay Contractor for recycling Collection services provided to the City as set forth in subparagraph 9a above, based on 4,880 single-family household units and approximately 2,241 multi-family household units, as indicated and corrected in the RFP and certified by the City. By February 1<sup>st</sup> and August 1<sup>st</sup> of each year of this Contract, the City will review the number of certified single-family and multi-family households and notify Contractor of any changes.

Contractor shall utilize only one billing account to submit invoices to the City on a monthly basis. City shall make payment of invoices within thirty (30) days following receipt of an invoice. If there are any discrepancies, Payment to the Contractor will not be released until discrepancies are resolved by both parties.

### c) **Price Adjustment.** The price per household for single-family and multi-family households per month, beginning April 1, 2021, will be set in accordance with per household price proposed on the Pricing Worksheet.

- i. \*Contractor reserves the right to add a processing recovery fee of up to \$.40 per household/per month for future year pricing, should annual processing costs raise more than 15% in a given 12-month period. An

increase in recycling processing fee shall result in an increased price for the recycling services for the twelve months after the effective date of the adjustment in the same amount as the increased processing recovery fees over 15%.

- d) **Contamination Fees.** Contractor reserves the right to charge a contamination fee per instance as follows:
- i. For multi-family properties with contamination in containers, Contractor will notify the property management company and allow time for the management to clean out the material. If management opts to not do so, Contractor will invoice the property management company directly for a trip charge and a yardage charge for collecting the material as municipal solid waste.
  - ii. For multi-family properties with contamination in carts, Contractor will notify the management company and provide them guidance on what to communicate to the residents. If the cart is still contaminated, the following service week, Contractor will invoice the property management company directly, a fee of \$10 per cart, and collect the materials as recycling.
  - iii. Contractor shall provide a date-stamped photo as proof of contamination, if requested by the property management company or the City of Anoka.
- e) **Change in Law.** In the event there is a change or addition in new local, state or federal rules, ordinances, regulations, taxes or government charges, that affects the Contractor's cost of providing service, such as a tax on services, other than property taxes, Contractor may open the Contract for impact review of this cost increase. Any changes in rates must be supported by documentation, and upon discussion with the City of Anoka, the agreed upon amount shall be passed on to the City.
- f) **Damage to Property**  
Contractor shall take all commercially reasonable precautions to protect public and private property. Contractor shall repair or replace any private or public property, including but not limited to, sod, mailboxes, or recycling containers, which may be damaged by Contractor. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within five working days with property of the same or equivalent value at the time of the damage.
- If Contractor fails to repair or replace the damaged property within five working days, the City may, but shall not be obligated to, repair or replace such damaged property, and Contractor shall fully reimburse the City for any of its reasonably incurred expenses. Contractor shall reimburse the City for any such expenses within ten (10) working days of receipt of the City invoice.
- Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.

g) **Liquidated Damages**

Contractor shall agree that the City may withhold payment to Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations:

1. Failure to respond to legitimate service complaints within 24 hours or the next business day) in a reasonable and professional manner - \$50 per incident.
2. Failure to service properly notified missed Collections - \$100per incident.
3. Failure to provide accurate monthly and annual reports - \$100 per incident.
4. Failure to complete the Collections within the specified timeframes without proper notice to the City Recycling Manager - \$100 per incident.
5. Failure to clean up spills during Collection operations - \$300 per incident.
6. The Contractor shall be liable for liquidated damages amount(s) upon determination of the City of Anoka, for performance that has occurred that is not consistent with the provisions of the Contract. The City shall notify the Contractor in writing or electronically of each act or omission discovered by the City. It shall be the duty of the Contractor to take whatever steps or actions may be necessary to remedy the cause of the complaint. Contractor retains the right to appeal any liquidated damages assessed.

## 9. CONTRACT TERMS

a) **Contract Dates**

Contract shall be for a five (5) year period commencing April 1, 2021 and ending on March 31, 2026. The City may consider up to two consecutive one-year Contract extensions with Contractor of the five (5) year Contract.

b) **Annual Performance Review Meeting**

Contractor shall attend a meeting of the Waste Reduction & Recycling Board (WRRB) annual to review Contractor's performance for the length of the Contract. The WRRB meets the second Wednesday of each month at 5 p.m. at Anoka City Hall.

Performance to be evaluated by the following:

- Reporting information (tonnage, participation, etc.)
- Efforts to expand recyclable markets
- Feedback from residents to city staff
- Recommendations for improvement in the city recycling program
- Communication efforts with the City Recycling Manager

- Customer service and Collection service inquiries/issues

c) **Contract Termination**

The City may cancel the Contract if 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 receiving written or electronic notice of default. The City shall pay Contractor all compensation earned prior to the date of termination, minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished and unfinished documents, data, studies, surveys, route maps, route notes, models, photographs, reports or other materials prepared by Contractor under this Contract 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 termination. Contractor shall retrieve all recycling carts and containers within ten (10) business days from the date of termination.

d) **Hold Harmless**

Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, to the extent resulting directly or indirectly from any act or omission of Contractor, its employees, its agents, or employees of the subcontractors, in the performance of the services provided by the Contract or by reason of the failure of Contractor to fully perform, in any respect, any of its obligations under the Contract. The indemnity obligations of Contractor shall be limited to the negligence and willful misconduct of Contractor, and anyone directly or indirectly employed by Contractor.

Notwithstanding anything contained herein to the contrary, Contractor shall have no obligation to indemnify the City, or any other party, to the extent any claims, suits, actions, losses, damages, liabilities, costs or expenses arise out of: (i) the negligence or willful misconduct of the City, or any of the City's officials, employees, agents, representatives, officers, managers, or any other party unrelated to Contractor, (ii) the City's breach of any of the terms, conditions, representations, or warranties contained in this Contract, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by the City, or any of the City's officials, employees, agents, representatives, officers, managers, or any other party unrelated to the Contractor.

If 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 the Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

Contractor shall keep and make available to the City for inspection at all reasonable times, all records reasonably required by the City to determine the

impact of the recycling program on total landfill waste and cost of disposal, including, but not limited to, records showing all tipping fees and volume and/or weight of landfill waste originating in the City. Contractor shall also keep accurate records of the additional costs of implementing this recycling program and shall make such records available to the City at all reasonable times.

This Contract shall remain in effect through March 31, 2026, unless renegotiated or terminated as provided herein.

(e) **Adjustments**

Semi-annual additions or deductions in the total possible number of households will be subject to verification and agreement between the City and the Contractor. The City shall provide a report each February and each August noting the number of single-family households and multi-family households in the city. The monthly invoicing will reflect these adjusted semi-annual household figures.

(f) **Termination upon Material Breach**

Either party may terminate this Contract if there has been a breach of any material provision of this Contract by the other party.

(g) **Notices to Contractor and Opportunity to Cure**

Notwithstanding Termination upon Material Breach, in the event of a material breach by the Contractor, City will have no right to terminate this Contract unless Contractor fails to cure any breach to the satisfaction of the City Manager within thirty (30) days of written or electronic notice of such breach from the City to the Contractor.

(h) **Cure of Material Breach by City**

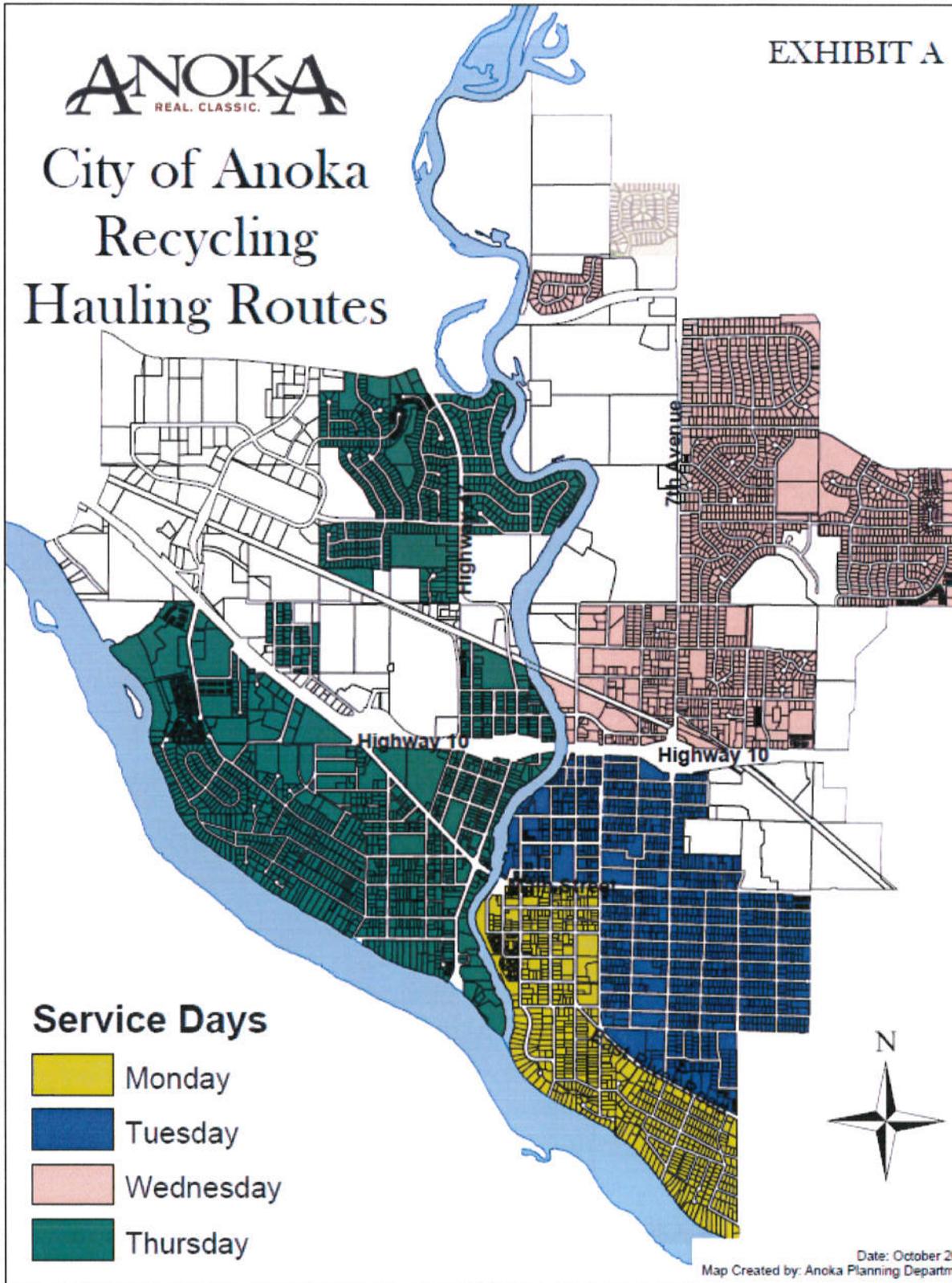
If the Contractor fails to cure any breach of this Contract within thirty (30) days of written notice of such breach from the City, the City Manager will be authorized to hire such persons and equipment, or assign City employees and equipment, as may be necessary to do such work, and the reasonable cost of such expenses thereof may be charged and deducted from any monies due the Contractor, collected from the Contractor, or collected by recourse to the Contractor's bond or financial guarantee instrument submitted.





EXHIBIT A

# City of Anoka Recycling Hauling Routes



# City of Anoka Zoning Map (Official)

