

FIRST AMENDMENT TO THE RESIDENTIAL RECYCLING SERVICE AGREEMENT

This First Amendment (“**1st Amendment**”) to that certain *Residential Recycling Service Agreement*, dated August 16, 2021 (“**Agreement**”), is by and between the **CITY OF SPRING LAKE PARK**, a Minnesota municipal corporation (the “**City**”) and **WALTERS RECYCLING AND REFUSE, INC.**, a Minnesota corporation (“**Contractor**”).

RECITALS

WHEREAS, the parties entered into the Agreement whereby the Contractor has agreed to provide certain recycling services to the City; and

WHEREAS, the parties wish to extend the term of the Agreement in accordance with the terms and conditions of this 1st Amendment;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. **Amendment to Section 2.** The second sentence of Section 2 shall be deleted in its entirety and replaced with the following:

This Agreement shall commence on January 1, 2022, and remain in effect through December 31, 2029.

2. **Amendment to Section 5.** Section 5 shall be deleted in its entirety and replaced with the following:

The Contractor’s service fees for Recyclables collection shall be determined in accordance with the fee schedule attached hereto as Appendix “A”. The fee schedule shall be effective for the period commencing January 1, 2027, through December 31, 2029. The fees set forth on Appendix A as of January 1, 2027 shall remain in effect through December 31, 2027, and shall thereafter be adjusted in accordance with Appendix A, with each adjustment effective January 1 of each calendar year through the expiration of the Agreement. In the event the Contractor should incur any actual increases in government taxes/fees, the City agrees to negotiate in good faith with the Contractor to rectify the inadequacies. Both parties must agree upon these adjustments.

3. **Future Extension.** Prior to the expiration of the Agreement, the parties may negotiate in good faith an additional five (5)-year extension of the Agreement upon such terms and conditions as may be mutually acceptable to the parties. Any such extension shall be subject to the mutual written agreement of the parties. For the avoidance of doubt, nothing herein shall be construed to obligate either party to extend the Agreement or to enter into any renewal or extension thereof.

4. **Interpretation.** Except as specifically set forth herein, the Agreement shall remain in full force and effect. To the extent that this 1st Amendment and the Agreement conflict, this 1st Amendment shall be construed as controlling.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this ____ day of _____, 2026.

CITY OF SPRING LAKE PARK

WALTERS RECYCLING AND REFUSE, INC.

Its: Mayor

By: _____
Its: President

ATTEST:

City Administrator, Clerk/Treasurer

Date: _____

[Signature Page to 1st Amendment]

APPENDIX “A”
Price Worksheet

Single-Family Collection

Includes 1 to 3 units, Mobile Homes and Townhomes
Single-Stream Bi-weekly Collection

Agreement Year	Price per Household (unit) per Month
January 1, 2027 - December 31, 2027	\$4.46

Multi-Family Collection

Includes 4+ units
Single-Stream Bi-weekly Collection

Agreement Year	Price per Household (unit) per Month
January 1, 2027 - December 31, 2027	\$3.83

Price Escalation: Commencing January 1, 2028, and on each January 1 thereafter during the term of the Agreement, the service fees shall be adjusted by an amount equal to the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, Garbage and trash collection, not seasonally adjusted, as published by the U.S. Bureau of Labor Statistics, based on the twelve (12)-month percentage change for the period ending September 30 of the immediately preceding calendar year.

For reference, the applicable CPI series is published by the BLS and is available at <https://www.bls.gov/cpi/tables/supplemental-files/> Table 2 Column D - Garbage and Trash Collection

Prices shall include all Recyclable processing/marketing cost and charges; provided, however in the event of substantial market change in any of the Recyclable Material Commodity prices or other extraordinary cost changes not reasonably reflected in the annual CPI adjustment provided above, the City or Contractor may, at either's option and upon written notice to the other, request to reopen negotiations for the amount per month charged for Recycling Collection services.