Resolution 2023-012
ATTACHMENT A

TOWN OF OAK CREEK
REFUSE AND RECYCLABLES COLLECTION CONTRACT

This Refuse and Recyclables Collection Contract ("Contract") is made and entered into as of the ___ day of October, 2023, by and between the Town of Oak Creek, organized and existing under and by virtue of the laws of the State of Colorado ("Town") and Waste Management of Colorado, Inc., dba WM ("Contractor").

ARTICLE I
CONTRACT AND TERM

This Contract is for the exclusive collection and disposal of Refuse as well as the exclusive collection for recycling of Recyclables within the Town of Oak Creek generated by and collected from all single- and multi-family units of five (5) units or less and Town Facilities, and shall be for a term of five (5) years beginning on November 1, 2023 and ending on October 31, 2028 subject to the provisions of Section 20 of Article X of the Colorado Constitution (also referred to as the "TABOR Amendment") which limits the Town's ability to enter into multiple-fiscal year financial obligations, and any financial obligation of the Town under a multiple-fiscal year term beyond the initial fiscal year will be subject to and conditioned upon the due adoption of a budget by the Town Board of Trustees for the year in which obligation is due for which the said budget provides for or appropriates funds for such obligation. Commercial refuse collection, including but not limited to commercial businesses, industrial and multi-family residential of six (6) or more units, are not part of this Contract.

ARTICLE II
DEFINITIONS

1. Ashes: Residue from the burning of wood or coal that shall be allowed to cool and then placed in a disposable container that can control and prevent fire when placed in the collection vehicle.

2. Bags - Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of bag and its contents shall not exceed 35 lbs.

3. Bulky Waste - Stoves, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.

4. Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet (4') in length or 50 lbs. in weight.

5. Construction Debris – Non-hazardous waste building materials resulting from construction, remodeling, repair or demolition operations.

6. Container – For residential collections, a receptacle with a capacity of ninety-six (96) gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid. The weight of a residential Container and its contents shall not exceed

seventy (70) pounds. While residential customers shall be provided one 96 gallon container at no cost at the initiation of service, customers may request and pay for delivery of additional 96 gallon containers, the use of which the customer shall be billed at the per-container rate in Article VI. Town facilities collections, receptacles include 6-yard containers for the Public Works Shop and Decker Park, a 2-yard container at the Ice Rink/Hut, and residential sized containers (as needed) at Wastewater Treatment Facility, Town Hall, Fire Station and Ambulance Garage. Containers will be owned by WM. Customers will be responsible for any lost, stolen or damaged (other than normal wear and tear) containers.

7. Contract Documents – This Refuse and Recyclables Collection Contract and any addenda or changes to the same agreed to by the Town and the Contractor.

8. Contractor - The person, corporation, or partnership performing residential refuse and recyclable collection and disposal under contract with the Town.

9. Customer – may refer to the Town or to the resident of a residential unit.

10. Dead Animals - Animals or portions thereof equal to or greater than 10 lbs. in weight, except those slaughtered or killed for human use.

11. Disposal Site - A Refuse depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

12. Garbage - Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including but not by way of limitation used in tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

13. Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law.

14. Plastic Bags - Bags that will not fall apart when wet and will support the weight of their contents.

15. Recyclables – Materials defined as such in **Exhibit A**.

16. Refuse - All Garbage and Rubbish generated by or at a location subject to this Contract.

17. Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing and shoes, combustible waste pulp and other products such as are used for packaging or wrapping crockery and glass, ashes, cinders, floor sweeping, glass, mineral or metallic substances and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

18. Stable Matter - All manure and other waste matter normally accumulated in or about a stable or any animal, livestock or poultry enclosure and resulting from the keeping of animals, poultry or livestock.

19. Cart - Ninety-six (96) gallon plastic molded refuse container with lid and wheels supplied and maintained by Contractor for use by residents free of charge, and that are mechanically emptied by a dumper attached to the collection vehicle. Carts for refuse and recyclables will be easily and visibly distinguishable for their use by Contractor and residential customers.

20. Town - Town of Oak Creek, Colorado

21. Town Facilities - The Public Works Shop, Decker Park, Ice Rink/Hut, Wastewater Treatment Facility, Town Hall, Fire Station and Ambulance Garage.

22. Unit – A single-family residence, each individual residence located within a multi-family residential building of five (5) units or less, or each of the Town Facilities. Where more than one single-family is occupying a multi-family residence, or where more than one community facility, business or industrial use is located within one building, then in such case, a separate and individual charge shall be made for each such use located therein, unless otherwise exempt by the Town. Refuse service to each residential Unit shall be limited to one (1) ninety-six (96) gallon Cart per week unless customers request additional Carts for which additional charges will be made in accordance with Article VI. "Unit" includes those trailer or mobile home units located within a mobile home park unless the owner or operator of a mobile home park has elected to classify the entire park operation as a commercial establishment and thereby qualify for exemption from Town collection services and service fees pursuant to an application for exemption that has been submitted to the Town Clerk and approved by the Board of Trustees.

ARTICLE III
LIABILITY AND INSURANCE

1. Contractor will indemnify, save harmless and exempt the Town, its officers, agents, servants and employees from and against any and all suits, action, legal proceedings, claims, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Town, its officers, agents, servants and employees.

2. Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workers Compensation, General Liability and property coverage insurance, including contractual liability coverage for the provisions of Article III. The policies shall include the Town, its officers and its employees, as additional insureds, with the primary, non-contributory, coverage as respects to the Town, its officers and its employees, and shall contain a severability of interests provision.

The Contractor agrees to furnish to the Town certificates of insurance or other evidence satisfactory to the Town, to the effect that such insurance has been procured, includes the Town and its officers and employees as additional insureds as required hereby and is in force. The certificates shall contain the following express obligation:

This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.

For the purpose of the Contract, Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Workers Compensation	Statutory
Employer's Liability	$500,000 single limit
General Liability	$1,000,000 single limit
	$2,000,000 aggregate
Comprehensive Automobile Liability	$500,000 single limit

As an alternative to the above, Contractor may insure the above general liability and property coverage (but not workers compensation) under a plan of self-insurance. Any such plan of self-insurance shall be provided to the Town in advance for Town approval, and must demonstrate, to the Town's reasonable satisfaction that it is sufficiently designed and adequately funded so as to provide coverage equal to or better than the policies of insurance otherwise required by this Article III. Each insurance policy with respect to general liability insurance may provide for self-insured retention of an amount of $250,000, with the result that the Contractor is its own insurer to that extent. The Contractor's parent corporation may provide the coverage.

The certificate of insurance (or, in the event of any proposed Contractor self-insurance, the plan of self-insurance as described above), shall be completed by the Contractor's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town Administrator/Clerk or other individual as may be authorized by the Town Board of Trustees prior to commencement of any services under the Contract.

3. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations of any other rights,

immunities and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq, 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

ARTICLE IV
COLLECTION OPERATIONS

1. Contractor shall collect all Refuse a minimum of at least one (1) time per week from Units and collect comingled Recyclables not less than two (2) times per month.

2. Service to the Town shall be provided on Tuesdays, except on the holidays as noted herein, without exception. Collection shall not start prior to 7:00 a.m. or continue after 8:00 p.m. Missed stops shall be picked up the same day if promptly reported and Contractor's equipment is still in Town. Exceptions to collection hours will be permitted only upon the mutual agreement of the Town and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Collection for holidays as noted herein shall fall on the Wednesday immediately following the holiday.

3. For purposes of this Contract, holidays shall mean: Christmas Day and other days that the landfill is closed. Contractor shall advise Town of any landfill closure dates a minimum of sixty (60) days in advance.

4. Containers shall be as close to the street as is reasonable under circumstances, preferably within three (3) feet thereof. Refuse and recyclables shall be enclosed within ninety-six (96) gallon Carts.

5. All collections shall be made as quietly as possible.

6. Contractor shall provide customers an optional "bear-proof" ninety-six (96) gallon Cart at the Customers option. Customers may be charged up to $20 monthly when customers choose this optional equipment.

7. Contractor shall supply the Town with current schedules of collection and the routes of collections under this Contract. Routes of collection shall be consistent as to location and timing. For example, and not by way of limitation, the routes shall service the same streets at the same times consistently, in order to meet customer expectations of the same. Contractor and Town shall supply the other party with copies of all complaint reports and information as to their disposition upon request but in no case less than monthly.

8. Town will provide customer service regarding new service, cancellation, complaints, and other matters. Town may email Contractor regarding such issues.

9. Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have the name and phone number of the Contractor clearly visible

on each side. Contractor shall not use a firm name containing "Town of Oak Creek" or other words implying municipal ownership.

ARTICLE V
DISPOSAL OPERATIONS

All Refuse and Recyclables, upon being removed from the premises where produced or accumulated in accordance with this Contract and transported upon or over a public street, alley, land, right-of-way, or place shall become and be the property of the Contractor. All Refuse and Recyclables hauled by the Contractor shall be contained such that items do not leak, spill, or fall out of the vehicles. All Refuse shall be disposed of at a permitted facility and all Recyclables shall be transported to a recycling facility for beneficial reuse. Contractor shall conduct operations under this Contract in compliance with all applicable laws; it being understood by the parties that as a general purpose unit of local government, the Town may not by contract limit its police power. In the event Contractor believes an ordinance of the town conflicts with an express provision of this Contract, Contractor shall advise the Town of the same, and the parties shall meet to resolve the claimed conflict, with the goal of enabling Contractor to perform as contemplated herein.

ARTICLE VI
RATES

1. RATES. Contractor will invoice the Town, and the Town shall pay Contractor, the rates provided below (the "Rates") for Contractor's provision of services under this Contract, except as provided in this Article VI. The Rates provided herein include all costs and charges for disposal of Refuse and Recyclables.

	Monthly Rate
Recurring Services	
Weekly Refuse collection/bi-weekly Recyclables collection	$35.83
Weekly Refuse collection/bi-weekly Recyclables collection (Senior)	$26.87
Additional Refuse Cart	$12.19
Additional Recyclables Cart	$11.47
Non-Recurring Services	
Energy surcharge	See below
Container delivery (no charge for container delivery to all customers at the initiation of the Services)	$50.00
Container exchange	$50.00
Vacation hold	$50.00
Cart replacement (lost, stolen or damaged beyond normal wear and tear)	$125.00
Bear container replacement	$350.00

Bear container rental	$20.00/mo.
Contamination/Overage Fee	$5.00

All Rates are subject to an Energy Surcharge, which will be added to the WM invoices. The Energy Surcharge is calculated by WM and published at https://www.wm.com/content/dam/wm/assets/legal/charge-tables/historical-energy-surcharge.pdf. Energy Surcharge amounts will be calculated at the time of invoicing based on current applicable percentages.

Eligibility for Senior Rates will be based on Town Municipal Code Section 8.10.120.

2. CPI ADJUSTMENT TO RATES. Commencing on November 1, 2024, and on the same date annually thereafter (the "Adjustment Date"), the Rates shall be increased by an amount equal to the then-current Rates multiplied by one hundred percent (100%) of the percentage change of the average Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U") from the 12-month period ending the next previous July 31 to the average CPI-U for the 12-month period ending the previous July 31. Provided that adequate supporting information has been submitted by Contractor, the annual adjustment to Rates shall be deemed approved and shall take effect as outlined in this section.

3. EXTRAORDINARY ADJUSTMENT TO RATES. The Contractor may petition the Town at any time for additional Rate adjustments at reasonable times on the basis of extraordinary changes to its actual cost of operations, such as (a) revised laws, ordinances or regulations; (b) legislated changes in location of disposal sites or changes in disposal charges; (c) increased government surcharges, fees, assessments or taxes; (d) significant changes in the number of Units; and (d) other circumstances or causes beyond Contractor's reasonable control. The Town may deny application for an increase in Rates if the Contractor does not demonstrate that the increase is a result of changes in the original cost which could not be avoided by the Contractor through any reasonable means.

4. NON-RECURRING SERVICES. For any non-recurring charges (see table above), the Contractor shall deliver to the Town a detail of additional services provided to the Unit with the following information: date, name and address of resident, and an itemized list of additional services with associated fees. Collection of these additional charges shall be included in the Town billing to the Unit.

5. Contractor shall be responsible for the development, maintenance and operation of the curbside recycling program for the residents of the Town to collect Recyclables. Contractor shall be responsible for the transportation and processing of all Recyclables collected. Contractor may implement the following contamination reduction program if and when Smart Truck^{SM} technology is installed on collection vehicles: (i) there will be a 60 day customer education period during which Contractor will notify customers of materials that may not be placed in Recyclables containers, and that contamination fees may apply in the event of violations; (ii) following the 60 day customer education period, (a) customers will receive two warnings regarding contamination violations, and (b) for each violation thereafter, Contractor may charge

a contamination fee of $5.00. Contractor will include such contamination fees in Contractor's monthly invoices to the Town identifying by address which customer(s) said contamination fees are attached to and the amount applicable to each address.

6. Contractor is not obligated to collect material outside of Carts or bins, such as bags and bundles; all material must be inside of Contractor's containers. To reduce litter and vectors (insects, rodents and other garbage eaters), customers shall be instructed to not overload containers (lid lifted by at least ten (10) inches). Contractor may implement the following overage reduction program if and when Smart Truck technology is installed on collection vehicles: (i) there will be a 60 day customer education period during which Contractor will notify customers that containers may not be overloaded (i.e., lid lifted by at least 10 inches, or would be lifted by at least 10 inches if lowered), and that overage fees may apply in the event of violations; (ii) following the 60 day customer education period, (a) customers will receive two warnings regarding overage violations, and (b) for each violation thereafter, Contractor may charge an overage fee of $5.00. Contractor will include such overage fees in Contractor's monthly invoices to the Town identifying by address which customer(s) said overage fees are attached to and the amount applicable to each address.

7. Within the constraints of its adopted capital program and budget, and in a manner consistent with its maintenance of all Town streets, the Town shall keep all streets and alleys used by Contractor open and passable at reasonable times for the efficient operation of the Refuse and Recyclables hauling system. This would include snow removal, construction closures and low hanging overhead wires under the Town's control below sixteen (16) feet that would make providing service an unsafe condition. In the event weather events prevent Contractor from providing service on the designated service day, service shall be delayed to the next regular service day.

8. Contractor shall provide service to the following Town Facilities and all fees for these services shall be included in the operating contract per residence rate.

a. 6 yard Container at the Public Works Shop
b. 6 yard Container at Decker Park
c. 2 yard Container at the Ice Rink/Hut
d. 2 Refuse Carts and 2 Recyclables Carts at Town Hall
e. 1 Refuse Cart at the Fire Station
f. 1 Refuse Cart at the Wastewater Treatment Facility; and
g. 1 Refuse Cart at the Ambulance Garage.

ARTICLE VII
CONTRACTOR'S PERSONNEL

1. Employees driving Contractor's vehicles shall at all times possess and carry the appropriate and valid Colorado Commercial Driver's License (CDL) for the particular type of equipment operated.

2. The Town may request the removal or transfer, by the Contractor, of any employee of the Contractor who violates any provisions hereof, or who is wanton, negligent or discourteous in the performance of their duties.

ARTICLE VIII
FINANCIAL AND ACCOUNTING

1. The Town shall bill all customer accounts for Refuse and Recyclables collection and disposal under this Contract on the Town's utility billing.

2. The Town will pay to the Contractor an amount equal to the number of customer accounts served times the specified rates, plus charges submitted by Contractor to Town for non-recurring services, within thirty (30) days after such monthly billing is received by the Town from the Contractor.

ARTICLE IX
ADMINISTRATION

1. The administration and enforcement of this Contract shall be the responsibility of the Town. It shall be the responsibility of the Town to see that refuse service Customers are provided at all times with complete information about the service.

2. The Town Board of Trustees may adopt rules and regulations to enforce or carry out the terms and conditions of this Contract and such shall be binding on the Contractor. However, such rules and regulations may not alter the rights or obligations of Contractor under this Contract unless Contractor agrees to them in writing.

ARTICLE X
DISPOSAL OF SOLID WASTE

Disposal of solid wastes by the Contractor shall occur only at designated and approved landfills and disposal sites within the State of Colorado.

ARTICLE XI
MISCELLANEOUS PROVISIONS

1. Provisions of this Contract shall be interpreted to attain the objective hereof to the end that all reasonable quantities and types of residential Refuse and Recyclables placed for collection are collected.

2. It is agreed that in the event the Contractor shall be adjudged bankrupt, whether voluntary or involuntary proceedings, then this Contract shall immediately terminate and in no event shall this Contract be treated as an asset of the Contractor.

3. Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this Contract, use of premises and public places, and safety of persons and property.

4. The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, marital status or national origin.

5. Contractor shall obtain all necessary licenses and permits and shall be responsible for all associated costs.

6. All terms and conditions of this Contract are considered material and failure to perform any of said terms and conditions on the part of the Contractor shall be considered a material breach or default of said Contract and a violation thereof. Should Contractor fail to perform any of said terms or conditions, the Town shall have the right to terminate the Contract immediately after providing written notice of the violation and the failure of the Contractor to remedy the violation within thirty (30) days.

7. Attorney fees and all costs and reasonable expenses incurred by reason of default or breach hereunder, or in attempting to enforce or obtain compliance with the requirements of this Contract, shall be awarded to the prevailing party in the event of litigation arising under this Contract.

8. The Contractor shall provide a performance bond, signed by an Attorney-in-fact with accompanying certified and effectively dated copy of their power of attorney, in a form satisfactory to the Town, or such other security that is satisfactory to the Town, in the Town's sole and exclusive discretion, in an amount equal to sixty (60) days of service, insuring full performance of this Contract by Contractor and reflecting the ability of the Town of Oak Creek to call on such bond if Contractor fails to perform all or any part of the Contract. Any termination of this Contract allows the Town to use the performance bond proceeds to provide an amount equal to fully pay for sixty (60) days of service in accordance with this Contract.

9. This Contract shall be construed exclusively under the laws of the state of Colorado. Jurisdiction and venue for any action arising under this Contract shall be proper and exclusive in the district court for Routt County, Colorado.

11. Refuse and Recyclable Carts shall be placed on the curb, adjacent to the street or alley, in accordance with schedules to be published by the Contractor after consultation with the Town.

12. Contractor shall participate and cooperate with the Town to hold the Town's annual Clean-Up Day at a rate negotiated between the Contractor and Town prior to the event. Contractor shall provide an adequate number of large Containers for Refuse and provide for the collection and disposal of Bulky Waste.

13. Contractor shall work with the Town to supply Containers for special events on an as-needed basis at a rate negotiated between the Contractor and Town.

14. Contractor shall be an independent contractor and not an agent of the Town. Any provisions in this Contract that may appear to give the Town the right to direct the Contractor as to details of doing work or to exercise a measure of control over the work means that Contractor shall follow the direction of the Town as to end results of the work only. As an independent contractor, Contractor is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any monies earned or paid pursuant to this Contract.

15. No assignment of the Contract or any right accruing thereunder shall be made in whole or in part by the Contractor without the express written consent of the Town, which consent shall not be unreasonably withheld so long as the assignee is demonstrated to be capable of providing the same quality of service; in the event of any assignment, the assignee shall assume the obligations of this Contract and the liability of Contractor.

16. This Contract represents the entire Contract between the parties and there are no oral or collateral agreements or understandings. This Contract may be amended only by an instrument in writing signed by the parties.

17. Any provision of this Contract that is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year above written.

TOWN OF OAK CREEK, organized and
existing under and by virtue of the laws of
the State of Colorado

_____
Nikki Knoebel, Mayor

Attest:

(S E A L)

_____
David Torgler
Town Administrator/Clerk

WASTE MANAGEMENT OF COLORADO, INC.
a Colorado corporation

By: _____

Its: _____

STATE OF COLORADO)
)ss
COUNTY OF ROUTT)

On this _____ day of _____, 2023, personally appeared before me _____, and who by me duly sworn/affirmed, did say that he/she is the _____ of _____ and that said document was signed by him/her on behalf of said Waste Management of Colorado, Inc. dba WM.

(S E A L)

_____
Notary Public

EXHIBIT A
RECYCLABLES SPECIFICATIONS

RECYCLABLE MATERIALS must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, <u>but are not limited to</u>, the following:

Plastic bags and bagged materials (even if containing Recyclable Materials)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)

Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclables or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, fuel cannisters
Batteries	Metal cookware/bakeware
Fiber Recyclable Materials with moisture exceeding commodity market limits	

Single Stream Delivery Specifications

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Company may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials. Company may invoice Customers for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may bill Customers a contamination charge.