



**CITY OF BELLE ISLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET**

**Meeting Date:** June 5, 2018

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Contract for Solid Waste Disposal

**Background:** The initial contract with Republic Services of Florida will end on September 30, 2018. The contract also states that we have to provide 120 days' notice of our intent to renew. The contract allows for 5 one-year renewals. This would be the first renewal. If the Council does not want to renew the contract then we would need to immediately draft and advertise an RFP for this service.

The City posted a short survey asking if people liked the current service. There was a response from 300 residents and the majority liked the service and wanted it to continue. If we continue the current service for one year, the residential rate would be \$19.65 per home and the commercial rate would be \$7.41 per yard.

It should also be pointed out that during Hurricane Irma, although Republic did raise the cost to haul non-vegetative debris, they honored their contract and stayed here when other contractors left the area. The City does enjoy a good working relationship with Republic.

Also, for your review is information on the recycling market that could affect future costs and operations.

**Staff Recommendation:** Approval a one-year renewal with Republic

**Suggested Motion:** I move that we approve a one-year renewal with Republic Services of Florida to provide solid waste and recycling collection services.

**Alternatives:** Advertise an RFP for the service.

**Fiscal Impact:** \$38,000/month (charged to residents as non-ad valorem assessment of \$200)

**Attachments:** Contract  
Information on the recycling market

## SOLID WASTE SERVICE AGREEMENT

This Agreement made and entered into on this 25th day of Sept. 2013, by and between the City of Belle Isle, acting by and through its City Council (hereinafter referred to as "City"), and Republic Services of Florida, Limited Partnership d/b/a Republic Services of Orlando (hereinafter referred to as "Contractor"),

### WITNESSETH

WHEREAS, City made a Request for Proposal, RFP #13-01, for solid waste collection and recycling services; and

WHEREAS, the Contractor submitted the lowest and best proposal in response to the City's Request for Proposal; and

WHEREAS, City enacted Ordinance No. 13-09 granting the Contractor an exclusive solid waste collection and recycling service franchise; and

WHEREAS, the Contractor desires to provide solid waste collection and recycling service for the City;

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the respective covenants herein contained, the parties agree as follows:

### Section 1. COMMENCEMENT OF WORK

The refuse collection work outlined in this Agreement shall commence no later than October 1, 2013.

### Section 2. TERM

The term of the Agreement shall be for a period of five (5) years, beginning October 1, 2013 and terminating September 30, 2018. This Agreement may be renewed for five (5) consecutive one (1) year periods at the option of the City and upon its notice of intent to renew at least 120 days prior to the end of the initial term or any renewal term.

The City reserves the right to terminate this Agreement, upon ninety (90) days' written notice to Contractor, if Contractor fails to perform in accordance with the terms of this Agreement and does not cure such failure to perform as provided in Section 12 more than twelve (12) times in any twelve (12) month period. In the event that the City terminates this Agreement pursuant to this paragraph, the City shall be liable only for amounts due for services provided by Contractor through the date of termination.

### Section 3. DEFINITION OF TERMS

3.1 Biohazardous Waste. Shall mean any solid waste or liquid waste which is defined as biohazardous pursuant to Chapter 62-701, F.A.C.

3.2 Commercial Service. Shall herein refer to the service provided to business establishments, City owned property, churches, schools, Multiple Dwelling Units, office buildings, industrial facilities and other commercial establishments.

3.3 Commercial Trash. Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of Garbage, generated by the operation of stores, offices, other business places and non-residential property.

3.4 Construction, and Demolition Debris. Shall mean materials defined as such from time to time by the Department and Chapter 62-701, F.A.C.

3.5 Agreement. Shall mean this Solid Waste Service Agreement and its Attachment(s), the terms and conditions specified in the City of Belle Isle Request for Proposal, RFP #13-01, and Contractor's proposal in response to the RFP.

3.6 Contractor. Shall mean Republic Services of Florida Limited Partnership, a Delaware limited partnership d/b/a Republic Services of Orlando.

3.7 Department. Shall mean the Florida Department of Environmental Protection.

3.8 Disposal Costs. Shall mean the "tipping fees" or other costs charged to the Contractor at the Disposal Site for disposal of the Refuse collected by the Contractor.

3.9 Garbage. Shall mean all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials and any bottles, cans or other containers, utilized in normal household use, which due to their ability to retain water may serve a breeding place for mosquitoes and other insects.

3.10 Garbage Receptacle. Shall mean a garbage can owned and provided by a homeowner, not to exceed thirty-two (32) gallons in capacity or fifty (50) pounds in weight, or such other receptacle approved by the City and Contractor.

3.11 Garden and Yard Trash. Shall mean vegetative matter resulting from residential yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches. All yard trash must be tied and bundled, must not exceed 5 feet in length, and must not exceed fifty (50) pounds in weight.

3.12 Hazardous Waste. Shall mean any waste or material (even though it may be part of a delivered load of waste) which:

(a) Is required to be accompanied by a written manifest or shipping document describing the waste as "Hazardous Waste", pursuant to any state or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 42 USC 7901, et seq. as amended and the regulations promulgated thereunder; or

(b) Contains polychlorinated biphenyls or any other substance the storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 USC 2601, et seq. as amended and the regulations promulgated thereunder; or

(c) Contains, a "reportable quantity" of one or more "Hazardous Substances", as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. as amended and regulations promulgated thereunder or as defined under Chapter 62-701, F.A.C. and regulations promulgated thereunder; or

(d) Contains a radioactive material the storage or disposal of which is subject to state or federal regulation.

3.13 Household Trash. Shall herein refer to accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or Garden and Yard Trash, which are usual to housekeeping and to the operation of residences. Special Waste, furniture, White Goods, and construction material is not Household Trash.

3.14 Landfill. Shall mean any solid waste, land disposal area for which a permit, other than a

general permit, is required by Chapter 403.707, Florida Statutes, that receives solid waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.

3.15 Mechanical Container. Shall mean and include, any detachable metal container designed, or intended, to be mechanically dumped into a loader/packer type of Garbage truck used by the Contractor.

3.16 Multiple Dwelling Units. Shall mean any building containing four (4) or more permanent living units, not including motels and hotels.

3.17 City. Shall mean the City of Belle Isle.

3.18 Recyclable Materials. Shall mean any newspaper, cardboard, plastic, aluminum and other commercially viable recyclables as designated by Contractor that are generated within the Service Area.

3.19 Refuse. Shall mean Garbage, Commercial Trash and Household Trash. Construction and Demolition Debris, Garden and Yard Trash, Hazardous Waste, Biohazardous Waste, Special Waste and Recycled Material are excluded.

3.20 Residential Service. Shall herein refer to the Refuse collection service provided to persons occupying dwelling units within the designated area who are not receiving Commercial Service.

3.21 Service Area. Shall mean the City.

3.22 Special Waste. Shall mean those wastes as defined in Chapter 62-701-200, F.A.C.

3.23 White Goods. Includes inoperative and discarded refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic and commercial large appliances. All appliances must be freon-free prior to collection, and all gasoline-powered waste must be free of gasoline and oil prior to collection.

3.24 Disposal Site. Shall mean any licensed solid waste facility at which the Contractor disposes of the City's waste.

#### **Section 4. GRANT OF RIGHT: GENERAL CONDITIONS**

4.1 Exclusive Right. The Contractor shall provide collection of Garbage, Household Trash, Commercial Trash and Garden and Yard Trash within the Service Area. The Contractor shall have and is hereby granted the exclusive right to provide residential Refuse collection service in the Service Area in accordance with the terms hereof and with the terms and conditions of the City of Belle Isle Request for Proposal, RFP #13-01 ("RFP"), which terms are incorporated herein by reference. In the event the terms and conditions of the RFP or Contractor's proposal conflict with the terms and conditions stated herein, the terms as stated herein shall prevail. In the event the terms and conditions of the RFP conflict with Contractor's proposal, Contractor's proposal shall prevail.

The Contractor shall have and is hereby granted the exclusive right to provide commercial refuse collection service, subject to the enactment of Ordinance 13-02. In furtherance of such grant, and subject to the enactment of Ordinance 13-02, and the City shall take any and all actions which may be necessary or desirable to enforce the provisions of said Ordinance and the grant of such exclusive right to Contractor.

4.2 Independent Contractor. Contractor shall be an independent contractor and shall provide, at his own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and things necessary to provide the service required herein. Contractor shall be responsible for compliance with all laws, rules and regulations involving

employment or labor, including but not limited to hours of labor, working conditions, payment of wages and payment of taxes such as unemployment compensation, workers' compensation, social security and other payroll taxes, including applicable contributions from such persons when required by law.

4.3 Spillage. Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur. Contractor may refuse to collect any Refuse that has not been placed in a receptacle, as provided herein.

4.4 Disposal Site. All Refuse shall be hauled to a Disposal Site.

4.5 Equipment; Spillage; Personnel. In the event that Contractor's equipment breaks down or ceases to function properly while Contractor is providing services under this Agreement, or in the event that there is a loss of personnel or a spill/damage during operations within the City, Contractor shall respond within one (1) hour with sufficient manpower and equipment to provide the required service or remedy the damage.

4.6 Response Time. In the event of a missed pickup, if City notifies Contractor of such missed pickup prior to 3:00 P.M., the pickup will be made on the same day.

## **Section 5. RESIDENTIAL COLLECTION SERVICE**

5.1 Duties. Contractor shall collect and dispose of all Refuse from all residential single-family homes, Multiple Dwelling Units and mobile homes in the Service Area. Contractor shall not be obligated to collect and dispose of Hazardous Waste, White Goods, Biohazardous Waste and other Special Wastes.

5.2 Frequency of Collection. Contractor shall collect Garbage and Bulk Waste from places of residence within the Service Area twice per week on Tuesdays and Fridays unless authorized by the City to change collection days. Contractor shall collect recycling from places of residence within the Service Area once every week. Contractor shall collect Garden and Yard Trash from places of residence within the Service Area once per week on Mondays. Garden and Yard Trash must be tied and bundled.

5.3 Point of Pickup of Residential Refuse. Collection of residential Refuse shall be at curbside, with the exception of those homes designated by the City as back door or side door accounts due to health issues of the homeowners.

5.4 Recyclable Materials. Contractor shall transport Recyclable Materials to a licensed facility and shall undertake reasonable efforts to ensure that such Recyclable Materials are used for beneficial reuse; however, Contractor may dispose of rejects and residue, and any Recyclable Materials which by virtue of contamination or otherwise are not suitable for re-use, and Contractor shall be entitled to make such determinations at its sole discretion.

## **Section 6. COMMERCIAL COLLECTION SERVICE**

6.1 Duties. Contractor shall collect and dispose of Refuse from or generated by any commercial or industrial use, and any use not included within residential service.

6.2 Frequency of Collection. Commercial waste may be collected any day except Sundays, at any time after 7:00 AM and before 7:00 PM, unless otherwise authorized by the City. Refuse shall be collected not less than once per week and at a greater frequency if required to protect the public health. Collection service for customers using containers emptied by mechanical means, will be available up to seven (7) times per week, and the frequency of service will be as mutually agreed upon by the customer and Contractor. Should Contractor find that the customer's container is frequently or regularly overfilled or that waste overflow exists, Contractor will notify the customer and the City that additional service is needed. In the event that the customer refuses to agree to additional service, the City shall determine the level of service. Contractor shall notify the City of violations of the minimum service level and the City

shall enforce such minimum service level requirements.

6.3 Point of Pickup of Commercial Refuse. Commercial Refuse customers shall accumulate Refuse at locations that are mutually agreed upon by the customer and Contractor.

6.4 Method of Collection of Commercial Refuse. Contractor shall make collections with as little disturbance as possible. Any Refuse spilled by Contractor, or spilled a result of Contractor missing a pick-up, shall be picked up promptly by Contractor, unless spillage is caused by overloaded containers in which case the customer shall be responsible for picking up the spillage.

6.5 Exclusions. Contractor's obligation to collect and dispose of Commercial Refuse shall not include any obligation to collect and/or dispose of Special Waste, Hazardous Waste, Biohazardous Waste, Recyclables, Construction and Demolition Debris, Garden and Yard Trash, and White Goods.

6.6 Franchise Fee. Contractor shall pay to City, on a quarterly basis, a franchise fee of fifteen percent (15%) of all amounts paid by customers to Contractor for Contractor's collection of Commercial Trash.

6.7 Most Favored Nation. If after the date of this Agreement the Contractor enters into a new franchise agreement with any municipality within Orange County, Florida that requires the Contractor to provide similar services and service levels as those provided to the City (the "Comparison Municipality"), and under such new franchise agreement the Contractor charges lower collection and disposal rates or pays a higher franchise fee percentage to the Comparison Municipality, then the Contractor shall adjust the rates charged to or franchise fee percentage paid to the City to match the rates or franchise fee percentage of the Comparison Municipality.

## **Section 7. SCHEDULES AND ROUTES**

7.1 Schedules. Contractor shall provide City with schedules for all residential collection routes. There shall be no commercial or residential garbage collection on Saturday or Sunday without the approval of the City. Contractor shall not begin residential collection before 7:00 AM and shall make its best efforts to complete the collection by 4:00 PM. City recognizes that on some occasions (after Holidays, extremely heavy volume yard waste days, and or equipment breakdowns) the contractor may go beyond 4:00 PM but must complete the collection route or otherwise provide good cause to the City why the routes cannot be completed. In the event that routes cannot be completed on the scheduled day, the Contractor shall complete the collection on the next day.

7.2 Holidays. Contractor will not provide service on the following holidays: Memorial Day, Independence Day, Labor Day, New Years Day, Thanksgiving Day and Christmas Day. If the regular collection day falls on any of the aforementioned holidays, Contractor shall collect the Refuse and Recyclable Materials on the next regularly scheduled collection day for the subject route.

## **Section 8. SPECIAL WASTE COLLECTION**

Contractor may offer Special Waste, including White Goods, collection and disposal services to customers in the Service Area upon terms and conditions acceptable to Contractor and the customer generating the Special Waste or White Goods.

## **Section 9. CONTRACTOR'S OFFICE**

Contractor shall provide, at its expense, a suitable office located in the vicinity of the Service Area with local telephone service where any complaints shall be received, recorded and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls. Contractor shall keep a record of all complaints received and the disposition thereof for a period of one year after the termination or expiration of this Agreement and City shall be provided a copy of Contractor's records regarding the receipt and handling of complaints on

a quarterly basis.

## **Section 10. PAYMENT AND BILLING**

10.1 (a) Residential Billing. Contractor shall invoice the City for services to be provided during the month and City shall pay Contractor within thirty (30) days of receipt of such invoice. The rates for such service shall be initially as set forth in Attachment A. City shall remit payment to the Contractor for those services within thirty (30) days of receipt of invoice from Contractor.

10.1 (b) Commercial Billing. Commercial billing shall be the responsibility of Contractor. Contractor shall invoice the customer at the rates set forth in Attachment A for the frequency of service agreed upon between the commercial customer and Contractor at the beginning of each month and Contractor shall collect payment directly from the commercial customer.

### **10.2 Adjustments to Rates.**

(a) Changes in Collection Price. Compensation payable to Contractor for all solid waste services hereunder shall be adjusted annually to reflect changes in the consumer price index for all urban consumer items as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI"). Commencing October 1, 2014, and thereafter annually, on the anniversary date of this Agreement, both residential and commercial collection rates shall be adjusted to reflect changes in CPI for the preceding calendar year. Any increases in rates shall be capped annually at the amount of the increase in the CPI or three percent (3%), whichever is lower; such cap shall be calculated separately for residential and commercial rates.

(b) Changes in Disposal Costs. The parties acknowledge that the current Disposal Cost is \$33.60 per ton. However, it is recognized that, from time to time, the actual Disposal Cost charged to Contractor for disposal of waste collected pursuant to this Agreement will change. In the event of such change in the Disposal Cost (including any fees, taxes or other charges or adjustments), the collection rates shall be increased or decreased in such amount as will compensate Contractor for the actual change of Disposal Cost. Decreases in Disposal Cost shall be cause for a like dollar decrease in the collection rates. The adjustments to the per unit rates shall include a landfill disposal portion based on each resident generating 1.6 tons of Refuse per year. The density of commercial dumpster service shall be 120 lbs. per cubic yard.

(c) Change in Law. The compensation shall be increased to offset the increased costs of Contractor as a result of increases in costs of operations resulting from changes in federal, state or local environmental or other law or regulation which changes affect operations on or after the date hereof concerning the receipt, handling, transportation, or disposal of waste pursuant to this Agreement. No change shall be allowed hereunder for increases due to increases in income taxes or increases already compensated for pursuant to Section 10.4(c).

(d) Change in Disposal Site. Should the City designate a disposal site other than the Orange County Landfill, Contractor shall be entitled to an equitable adjustment in rates to take into consideration distance, tipping fees, transportation costs, time and other relevant factors. Contractor shall provide City with supporting documentation for such adjustment and City shall respond to such claim within thirty (30) days of receipt of the documentation.

(e) Fuel Adjustment. Compensation payable to Contractor for all solid waste services hereunder shall be adjusted upward or downward monthly to reflect changes in fuel cost, and such adjustment shall be determined by referencing the peak weekly-published price per gallon from the United States Department of Energy Retail Rate



(\$/Gallon) identified in the "Total U.S. Average Retail Rate On Highway Diesel Prices" taken from the Energy Information Administration website (www.eia.doe.gov).

#### **Section 11. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

Contractor makes the following representations and warranties:

11.1 **Organization, Power and Authority.** Contractor is a corporation duly organized, and validly existing under the laws of the State of Florida, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

11.2 **Due Authorization; Binding Obligation.** The execution, delivery and performance of this Agreement and all other agreements contemplated hereby and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of Contractor. This Agreement has been duly executed and delivered by Contractor and is a valued and binding obligation of Contractor enforceable in accordance with its terms.

#### **Section 12. DEFAULT**

In the event either party defaults in the performance of any obligations to be performed by it hereunder, the non-defaulting party shall give the other written notice of each default, specifying with particularity the default complained of. In the event that the defaulting party fails or refuses to cure each default, or to commence the cure of each default, within thirty (30) days from receipt of such notice, then the non-defaulting party may, at its option, sue for specific performance, sue for damages, terminate this Agreement, or otherwise pursue all its legal and available remedies.

#### **Section 13. PERMITS AND LICENSES**

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

#### **Section 14. INSURANCE REQUIREMENTS AND PERFORMANCE BOND**

14.1 **Certificate.** During the life of this Agreement, Contractor shall procure and maintain insurance of the types and to the limits specified below. Contractor shall provide City with a certificate of insurance evidencing the required coverage and naming the City as an additional insured on all but the Workers' Compensation coverage. Cancellation of said insurance shall not be effected without thirty (30) days prior written notice to City. In the event of a cancellation of any insurance, Contractor shall replace, reinstate or otherwise procure insurance for the minimum limits as provided by this Agreement, to be effective no later than the effective date of said cancellation. Contractor shall require each of its subcontractors, if any are used, to procure and maintain, until completion of that subcontractor's services, insurance of the types and to the limits specified below, unless the subcontractor's work is covered by the protection afforded by Contractor's insurance. It shall be the responsibility of Contractor to ensure that all its subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

Except as otherwise stated, the amounts and type of insurance shall conform to the following minimum requirements:

14.2 **Workers' Compensation.** Contractor shall provide and maintain during the life of this Agreement, at its own expense, Workers' Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance with a limit of \$100,000 each accident.

14.3 **Comprehensive General Liability.** Contractor shall provide and maintain during the life of the Agreement, at its own expense, Comprehensive General Liability and shall have City as additional



insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

Minimum limits of One Million Dollars per person/Two Million Dollars per occurrence combined for bodily injury liability and property damage liability

Premises, and/or operations. Independent contractors.  
Products and/or completed operations.

14.4 Business Automobile Policy. Contractor shall provide and maintain during the life of the Agreement, at its own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 bodily injury/\$500,000 property per occurrence.

Owned vehicles.  
Hired and non-owned vehicles. Employer's non-ownership.


14.5 Contractor shall supply a performance bond in an amount not less than three (3) months of the accrued contract price, to insure a faithful performance and delivery of service.

#### **Section 15. BOOKS AND RECORDS**

The City shall have the right upon reasonable notice to inspect and review Contractor's books and records regarding Contractor's performance of services hereunder. The City shall maintain such records in a confidential manner to the extent permitted by law. The City shall have the right to have an annual audit, at the City's sole cost and expense, of Contractor's commercial services rendered under this Agreement performed by a Florida Certified Public Accountant of its choice, such audit may include a visual inspection of the services actually provided to each commercial customer. In the event the annual audit determines that Contractor was deficient in the payment of the previous four (4) quarterly franchise fees, the City shall notify Contractor of the deficiency and Contractor shall be liable for payment of such deficiency

#### **Section 16. NOTICES**

Notice sent certified mail return receipt requested to a party at its business address shown herein shall be sufficient notice whenever required for any purpose under the Agreement.

City of Belle Isle  
1600 Nela Avenue  
~~P.O. Box 593135~~   
Orlando, FL 32809

Republic Services of Orlando  
11255 Rocket Boulevard  
Orlando, FL 32824

#### **Section 17. INDEMNIFICATION**

Contractor shall indemnify and hold harmless the City of Belle Isle and its employees, officers, attorneys, agents and contractors from and against all claims, losses, damages, personal injuries, or liability to the person or property (including reasonable attorney's fees through any and all administrative, trial, post-judgment, and appellate proceedings) directly arising from the Contractor's negligence or willful misconduct during its operations in the City of Belle Isle; except that Contractor shall have no duty to indemnify for the negligence or willful misconduct of the City or its employees, officers, attorneys, agents and contractors.

#### **Section 18. SEVERABILITY**

If any provisions of the Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

#### **Section 19. COMMUNITY CLEANUP**

The City may, from time to time, require special event or community cleanup services, not to exceed four (4) times per year. Contractor shall provide such services, within reason, which shall include personnel, equipment and disposal of materials at no charge to the City. Compensation to Contractor for additional services may be negotiated between Contractor and the City at any time during the term of this Agreement.

#### **Section 20. CITY BUILDINGS OR PARKS**

Contractor shall provide collection service to the following City facilities at no cost to the City: City Hall, the Police Department, Cornerstone Charter School, and the Maintenance Facility.

#### **Section 21. COMPLAINTS**

Contractor shall use its reasonable best efforts to resolve complaints on the same day as received, before 5:00 PM from the City or customer. Should a legitimate complaint go unresolved for forty-eight (48) hours after notification, Contractor shall pay to the City an administrative penalty of \$50.00 per day for each day that such complaint remains unresolved.

#### **Section 22. HOUSE COUNT**

Contractor shall cooperate with the City in the City's efforts to conduct annual house counts on Contractor's routes. Such counts shall be done in August or September of each year. Contractor shall allow a City employee to accompany Contractor to perform such counts, or the City and Contractor may agree upon another method to ensure correctness.

#### **SECTION 23. GOVERNING LAW AND VENUE**

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. In any dispute between the parties relating to this Agreement, exclusive jurisdiction shall be in the trial courts of Orange County, Florida.

#### **SECTION 24. AMENDMENT**

This Agreement may be modified or amended only by a written Agreement duly executed by the parties.

#### **SECTION 25. ATTORNEYS' FEES**

In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including fees and costs for appeal.

#### **SECTION 26. SUCCESSORS, ASSIGNS, AND CHANGES IN OWNERSHIP**

This Agreement shall be binding upon the parties, their successors and assigns. Neither this Agreement nor any portion thereof shall be assigned except with the prior written consent of the City Council, which may be withheld for any reason. Any such consent will not be construed as making the City a party of or to such transfer or assignment of this Agreement. No assignment or subcontract shall, under any circumstances, relieve the Contractor of the liabilities and obligations under this Agreement.

#### **SECTION 27. FORCE MAJEURE**

If either the City or Contractor is prevented from performing its duties under this Agreement by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party in writing when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term Force Majeure does not include, and a party shall not be excused from performance under this Agreement for, events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance, or other expenses of performing the services hereunder; and no Force Majeure condition shall excuse the City from its obligation to make prompt payment of monies due and owing to Contractor.

#### **SECTION 28. ENTIRETY**

This Agreement and any exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

**[Signatures on Following Page]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

ATTEST:

By: [Signature]  
Title: City Clerk 9/25/13

City of Belle Isle

By: [Signature] 9/25/13  
Title: city manager

ATTEST:

By: [Signature]  
Title: Admin Asst.

Republic Services of Florida GP, Inc.,  
the General Partner of Republic Services  
of Florida, Limited Partnership dba  
Republic Services of Orlando

By: [Signature]  
Title: Vice President

## ATTACHMENT A

Monthly Unit Collection Rate	Residential Collection Services
\$12.07 per month per unit without disposal	\$ 15.40 per month per unit with disposal

**Commercial Collection Services**  
Proposal rates for Commercial Solid Waste Service.  
Hand load rate to include monthly hauling and disposal fees:

SIZE OF CONTAINER							
Pick ups per Week	64 gal.	90 gal.	2 cu. yd.	3 cu. yd.	4 cu.yd.	6 cu.yd.	8 cu.yd.
1x	\$ 18.12	\$ 18.12	\$ 66.91	\$ NA	\$ 117.26	\$ 170.97	\$ 216.40
2x	\$ 36.24	\$ 36.24	\$ 117.26	\$ NA	\$ 224.64	\$ 320.47	\$ 416.31
3x	\$ 54.35	\$ 54.35	\$ 169.31	\$ NA	\$ 328.73	\$ 501.20	\$ 647.73
4x	\$ 72.47	\$ 72.47	\$ 223.01	\$ NA	\$ 431.84	\$ 647.73	\$ 863.62
5x	\$ 90.59	\$ 90.59	\$ 269.88	\$ NA	\$ 539.77	\$ 809.47	\$ 1079.55
6x	\$ NA	\$ NA	\$ 323.84	\$ NA	\$ 647.73	\$ 971.59	\$ 1295.45
7x	\$ NA	\$ NA	\$ 377.84	\$ NA	\$ 734.48	\$ 1133.55	\$ 1511.38

**Commercial Roll-Off Rates:**

Container Size	Haul Rate	Container Rate	Disposal Charge
10 yd.	\$128.00	\$2.00 per day	\$33.60 per ton
20 yd.	\$131.00	\$2.00 per day	\$33.60 per ton
30 yd.	\$134.00	\$2.00 per day	\$33.60 per ton

# ISSUE BRIEF



## China's Changing Policies on Imported Recyclables

April 2018

### Overview

The Recycling industry has been very successful at providing environmental benefits including diverting material from landfills, conserving natural resources, and reducing greenhouse gas emissions by displacing the use of raw materials. This success was accomplished through the combined efforts of both the public and private industry to collect, sort, bale and market the recyclables to their end-markets.

For years, China has been the single largest consumer of recyclable materials generated in the United States. In 2016, approximately 41% of paper recovered in North America was exported with about a quarter of recyclable paper exported to Chinese mills. Similarly, over 20% of post-consumer bottles and 33% of non-bottle rigid plastics from the U.S. were exported in 2015. The European Union exports over 95% of its plastic to China, and the US and the EU are the largest exporters of recovered paper into China. China consumed over 50% of the world's recycled paper and plastic in 2016.

Over the past year, China has taken a number of steps, including establishing bans and imposing strict quality standards, to restrict recyclable materials imported into China. These measures are already having significant impacts on recycling within the U.S., and the rest of the world. Because so much material had previously been absorbed by China, this decision leaves much of the material without sufficient end markets.

It may be some time before alternative markets can be developed to fully replace China. In the meantime, recyclers are struggling to manage recyclables in a manner that maintains current programs at economically viable levels.

### Background

1. In February, as part of China's broader "National Sword" campaign, customs enforcement began a one-year crack down on illegal smuggling of "foreign waste."

2. On July 18, 2017, China notified the World Trade Association (WTO) of its intent to ban 24 materials from being imported. These include post-consumer plastic and mixed paper effective January 1, 2018.

3. On November 15, 2017, the Chinese announced a new quality standard for material limiting prohibitive to 0.5 percent. This requirement applies to all paper and paperboard materials, even those that are not banned (such as ONP or OCC) effective March 1, 2018.

4. On March 6, 2018, the Chinese Government announced a special action campaign entitled "Blue Sky 2018" focused on the banned materials. This campaign is targeted at cracking down on smuggling of the banned materials.

5. The China Council for International Cooperation on Environment and Development (CCICED) released a paper stating that a further stop to material imports will be in place by 2019. This international advisory body that includes some top Chinese officials signals that recycling restrictions from China may become tighter, not looser in the future.

### Impact to U.S. Recycling

Higher costs and lower revenues:

- **Lower revenues due to depressed commodity prices.** The loss of the Chinese export markets has disrupted recyclable markets leading to lower revenues as some materials must be sold at significantly lower prices, sometimes even negative. As a result, the overall revenues from the combined recycling stream is depressed.
- **Higher processing costs.** In order to meet the new quality standards, MRFs are slowing down the lines and adding sorters. Processing at some facilities has been changed from negative sorts to positive sorts resulting in more effort to produce less salable material. These measures are reducing throughput and driving processing costs higher.
- **Higher transportation costs.** Regulatory requirements, a booming economy and a tight labor market already contributed to increased domestic freight costs. However, as material is diverted to international ports outside of China, shipping costs are also increasing as the backhaul advantage dissipates.

- **Higher capital costs.** To meet the higher quality standards, some MRFs are also accelerating and increasing capital expenditures.
- **Availability of outlets.** The ability of other markets, both domestic and the remaining Asian export market, to absorb all the recyclables have been severely strained. Some materials have not been able to find an economically viable end market. With few markets available, incidents of stockpiling (or landfilling) material have been reported.
- **Stockpiling issues.** Due to storage capacity issues, stockpiling is not a viable option. Warehousing is also an issue due to availability of space and costs of facilities. In either case, processed bales can deteriorate over time which creates unacceptable safety hazards and unmarketable recycled product.
- **Regional variations.** The impact varies by region and local markets across the country.
- **Development of new outlets.** With time, new outlets for markets are expected to develop. The timeline of new market development, however, is uncertain due to its dependence on establishing new facilities and infrastructure.
- **Review contracts.** Recycling requirements may need to be amended through force majeure provisions as this is a global situation. In addition, both recyclers and municipalities should review contracting provisions to ensure fair and equitable contracts. NWRA and SWANA worked together to develop a Joint Advisory on Designing Contracts for Processing of Municipal Recyclables along with two attachments. These documents should be utilized to inform future contracts.
- **Talk with regulators.** States may need to approve temporarily suspensions of recycling requirements where there is no market.

### Communications Strategy

- **Develop a communication plan appropriate for your market area.** Make sure to be transparent in messaging providing clear information about the severity of the issue but avoid overstating it. Convey the commitment to working with customers and regulators. Provide recommendations on what should be recycled and how to minimize contamination.
- **Contact your state regulatory agency to ensure that they are aware of the issue.** Ensure key stakeholders know that we have been working at the federal level. Be careful in communicating the serious ramifications of this issue, while recognizing that there is significant uncertainty.
- **Consider engaging local industry groups to help with the messaging.** Work with your state's industry associations to convey a single message to cities "from the industry."
- **Communicate with transparency to your customers, and work to shore up the long-term benefits of recycling to reduce public backlash.** Although the U.S. exports a significant amount of recyclables, domestic markets do exist and may expand, perhaps as a direct result of China's actions.
- **This is a good time to develop and execute public education programs focused on quality.** Recycling the right materials correctly will help minimize the negative impacts of the current market constrictions. Work with local governments to focus messaging around recycled paper, cardboard, bottles and cans, and how to reduce contamination at the curb.

### Actions to take

- **Ensure High Quality Recyclables -** High quality material is more likely to find a market. The new 0.5 percent prohibitives limit is far below any existing international standard. However, high quality material will be welcomed by both domestic and international markets. Focus on core recyclables to reduce contamination and avoid adding new products to the recyclable stream while trying to improve quality.
- **Work with the entire industry.** This is a global and an industry-wide issue, not a local or individual company issue. Our industry will benefit if we work together with city and state officials to develop solutions in the near term, and to work together for longer term solutions.
- **Communicate.** It is important to communicate with recycling partners to focus on quality and to develop solutions for your communities. See the communications strategy below for more suggestions.

### For More Information:

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## China announces import ban on an additional 32 scrap materials

Chinese government identifies 16 materials to be banned by the end of 2018, another 16 at the end of 2019.

April 19, 2018

Edited by Adam Redling and DeAnne Toto



C&D

Commodities

International

Legislation and regulations

China's Ministry of Ecology and Environment (MEE) announced April 19, 2018, that China will ban imports of 32 types of scrap materials (which the MEE labels as "solid waste").

Sixteen materials, including scrap metals considered "Category 7" such as motors and wire and cable scrap, will be banned from import beginning Dec. 31, 2018, MEE says in an online announcement (in Chinese).

Another 16 types, including some forms of stainless steel scrap, will be banned beginning Dec. 31, 2019.

The full list of banned materials is available online (in English).

The new policies follow earlier announcements to prohibit 24 categories of recyclable materials beginning Jan. 1, 2018, and the imposition of tighter quality standards on all scrap imports beginning March 1, 2018.

China began importing secondary raw materials in the 1980s and subsequently grew to become the world's largest importer of recyclables.

The Chinese government began taking action to phase out such imports in 2017, citing environmental concerns. Many recyclers and policy analysts, however, sense protectionism in the moves, since China's government has indicated it is taking measures to replace the imports with domestic resources before the end of 2019.

Robin Wiener, president of the Institute of Scrap Recycling Industries (ISRI), Washington, will be in China in late April to obtain more information on the April 19 announcement and previous regulatory changes that came into effect earlier, the organization reports in an alert to its members issued April 19.

In a statement ISRI issued regarding the additional import bans, Wiener says: "The Chinese government's announcement will have an impact on more than 676,000 metric tons, worth about \$278 million, in U.S. scrap commodity exports to China in the first year and another 85,000 metric tons worth more than \$117 million in the second year. Although we anticipated more import restrictions would be announced, we remain concerned about the effect these policies have on the global supply chain of environmentally friendly, energy-saving scrap commodities and will instead promote an increased use of virgin materials in China, offsetting the government's intent to protect the environment."

ISRI members can direct their questions regarding China's actions to Adina Renee Adler, who is the organization's senior director of government relations and international affairs.

## Plastics Recycling 2018: Beyond the ban

Panelists discuss the recycling landscape following China's import ban on postconsumer plastics.

February 28, 2018

DeAnne Toto



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*Pictured above, from left: Dylan de Thomas, Brent Bell, Pablo Leon and Hamilton Wen*

Postconsumer plastic scrap has been a primary target of the import bans China has introduced this year. Additionally, import licenses for plastic scrap have been harder to come by, while import quotas have been reduced.

Panelists during the second plenary session, *China's Impact – The Ban and Beyond*, during *Plastics Recycling 2018* discussed the impact of China's actions on the plastics recycling industry. The event, organized by *Resource Recycling*, was Feb. 19-21 in Nashville, Tennessee.

"China is completely off the table," said Hamilton Wen, director of California-based *Newport CH International's* plastics division. As a result, the company's plastics brokerage business has experienced a "complete upheaval," he added.

While *Newport CH* is looking at other markets worldwide, sales come down to quality, he said. "It is no longer a seller's market. Now it is who has the best material."

Pablo Leon, Asia manager for the Spanish company *Fosimpe SL*, with operations in Shanghai, said China's actions should not have come as a surprise. "The bans have been rumored for some time."

However, Leon added that he believed that China has gone too far with its actions.

Brent Bell, vice president of recycling for *Waste Management*, Houston, said that 30 percent of the tons the company processes are exported, with the primary destination historically having been China.



In response to China's actions, the company has developed alternative markets in India, Southeast Asia and even the U.S. for the nearly 30 percent of its tonnage that was previously shipped primarily to China, he said.

Wen said Southeast Asia offered a tenuous alternative to shipping to China, however, citing problems at the ports in the region related to the "sheer amount of volume" being shipped. Additionally, he said he felt it was only a matter of time before these countries started to enact laws and procedures similar to those China has adopted.

Dylan de Thomas, vice president of industry collaboration with *The Recycling Partnership*, Falls Church, Virginia,

agreed, saying, "Other countries are looking to China for what they want to do in the future."

## Plastics Recycling 2018: Beyond the ban

He added, "I'm bullish on domestic capacity, personally."

De Thomas and Bell agreed that educating residents on what is and is not acceptable for recycling is an important factor, as it affects the degree of inbound material contamination material recovery facilities (MRFs) experience.

Bell said contamination rates of 0.5 percent, as China has specified for incoming plastic scrap shipments, will be difficult to achieve with 15 percent inbound contamination rates at MRFs.

Reducing contamination at the MRF hinges on resident education, which Bell said was a "hard exercise to go through" and that there are no "silver bullets" that can apply in all situations.

As a MRF operator, Bell said, it is important for WM to talk with the communities it serves to see if they still want their recycling programs to include recyclables that may have limited demand and value.

The changes in China's policies toward imported scrap have created real challenges for municipal programs, de Thomas said, with communities re-evaluating the materials their recycling programs accept.

While he said improving quality was a "big part" of the answer to the questions posed by China's recent actions, demand for recycled plastics also must increase.

Bell agreed, saying, "We need demand to exist to make the recycling system work."

To that end, WM is talking with companies about including recycled content in their products, he said.

While Bell said he supports China's effort to clean up its environment and have the material quality the country's consuming companies deserve, he would have liked to have seen a longer time frame for implementation of the government's changes to import policies.

Leon said he felt the Chinese government "may have gone too far," adding that "all the plastics they were receiving were not junk."

"There will be markets for low-grade plastics," Wen said. "They will take time to develop."

He continued, "This material has value. It will get recycled somewhere."

# Recycling is in trouble — and it might be your fault

Paul Singer, USA TODAY Published 2:22 p.m. ET April 26, 2017 | Updated 2:34 p.m. ET April 28, 2017



(Photo: Jasper Colt, USA TODAY)



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*Corrections and clarifications: A prior version of this story misidentified the city of Boulder City, Nev.*

ELKRIDGE, Md. — If you are recycling at home, you are probably doing it wrong.

That is why a worker lunged to grab a garden hose off the conveyor belt at a Waste Management recycling facility here Wednesday before it got caught in a giant sorting machine. Such tangles frequently require the plant to stop the waste processing line and clean out the jaws by hand.

"Our contamination changes by the season," said Mike Taylor, the company's director of recycling operations here. Since it's spring, the facility is getting a lot of garden hoses. Around the holidays, they get broken strands of Christmas lights, another choking hazard for the sorting line. And all day every day there are plastic shopping bags (recyclable at a grocery store but not from a household), chunks of styrofoam, diapers, syringes, food-contaminated containers ... a nearly endless litany of things that residents throw into their curbside recycling carts figuring they are or ought to be recyclable. One worker grabs the remnants of a screen door off the sorting line while another snags a wire rack from a DIY shelving unit.

Many cities around the country will celebrate the 47th Earth Day on Saturday by highlighting their recycling programs, but the industry is grappling with a dual threat: The value of recovered waste products has plummeted over the past five years, and the amount of effort required to extract them has risen.

A study by Rob Taylor with the State Recycling Program in the North Carolina Department of Environmental Quality estimated that the average market value of a ton of mixed recyclable material arriving at a recovery facility in the state dropped from just over \$180 in early 2011 to less than \$80 at the end of 2015. That value has since rebounded a bit, Taylor found, to a little over \$100, but it still leaves the industry struggling to extract profit from the millions of tons of recyclable material Americans throw away every year.

There are a host of reasons for the decline in the recycling market, ranging from global trade policy to the decline in newspaper readership, said David Biderman, executive director and CEO of the Solid Waste Association of North America. Much of reclaimed American waste is shipped overseas, but China erected new limits on imported waste in 2013. In other nations, "there has been a decrease in demand for that material as growth rate in foreign countries has leveled off," Biderman said. Low oil prices have made it cheaper to produce new plastic bottles, so manufacturers don't have as much need for reclaimed plastic. In addition, packaging producers have figured out how to make bottles and cans thinner, so they don't need as much raw material.

And as the circulation for print newspapers has plummeted, the recycling industry has lost both a massive customer for reclaimed paper fiber and a huge source of incoming recyclable material.

Across the recycling industry, "what was once a valuable commodity five years ago is less valuable now," Biderman said.

The change is perhaps most dramatic for glass. In most American cities, the glass bottle you toss in the recycling cart is essentially worthless, and if it breaks, the shards may make the paper in a mixed cart worthless as well.

"We work hard to keep glass in the system because it is an iconic recycled item," said Keefe Harrison, CEO of the Recycling Partnership, a non-profit committed to improving recycling programs nationwide. But "it has very minimal market value because it has to compete with sand," which is the raw material glass is made from. Some municipalities have simply stopped collecting glass in their curbside recycling programs. Santa Fe overhauled its recycling program this month and said it would no longer collect glass from households. Residents are being asked to take their glass to four drop-off centers around the city.

The ElkrIDGE facility sorts a lot of glass, Mike Taylor said, but it "doesn't add value" to the waste stream. "You can't move it long distances without paying hefty freight rates," Taylor said, so "it's a negative-value material for us at the processing facility by the time you separate it and then try to truck it three or four or five hundred miles to get it to a market."

Much reclaimed glass ends ground into a kind of gravel that can be used in road construction or other industrial projects.

When cities launched recycling programs in the 1980s and 1990s, the theory was that the revenue from the recovered materials would offset the costs of collecting and separating the waste, but it hasn't worked out that way. Kevin Miller, recycling manager for the city of Napa, Calif., said "we get back about 20%" of the costs of collecting, sorting and shipping materials.

Miller and environmental advocates point out that recycling has other economic benefits, such as reducing the use and cost of landfills and reducing the need for harvesting virgin materials.

But the burden of paying for it falls on cities — or residents who pay for the trash service — because the U.S. has not followed the path of many European countries of requiring manufacturers to take responsibility for the disposal or recovery of their products and packaging.

For example, syringes are a major hazard for workers sorting recyclables on the conveyor belts at facilities around the country, said Heidi Sanborn, executive director of the National Stewardship Action Council. But she said in Ontario, Canada, prescriptions for injections come with a return package. "When you get a needle prescription, they hand you a safe-return container," she said. When the syringes are empty, "you bring back your full container of needles (to the pharmacy), they put it in the back in a bin" and a specialty waste contractor picks them up for proper disposal.

Short of take-back programs like that, American cities are taking a variety of steps to address the costs of maintaining their recycling programs. Working with Waste Management, the city of Berwyn, Ill., launched an education program at the beginning of April called "Recycle Often, Recycle Right," which begins with fliers and outreach efforts to educate residents on what should and should not go in their recycling carts. By the end of the month, collectors will refuse to pick up carts that are filled with trash or other contaminants.

People trust science. So why don't they believe it?

"It's all about education," said Assistant City Administrator Ruth Volbre. "People are willing to go ahead with it, they just need the information."

Des Moines has begun "curbside audits," and recycling bins filled with non-recyclable items will not be picked up. "We've had two years in a row of record amounts of recyclables," Public Works Director Jonathan Gano told the city council, according to *The Des Moines Register*. "But we have record amounts of trash going into the recycling bins."

This is problem nationwide, Biderman said. "Ten or 15 years ago, to increase recycling rates, we wanted to make it as easy as possible for Americans to recycle so we told them to put it one big bin," he said. So people are putting everything they think could — or should — be recycled into the bins. "We have a lot of aspirational recyclers," Biderman said. "Contamination rates at recycling facilities have increased significantly over the past five years."



Harrison said her group worked with Lowell, Mass., to send people into the streets to check recycling bins and leave "Oops" tags for residents to explain what materials they should not have dropped there.

But in some places, education is not enough, and local officials are raising fees to offset the reduced value of recovered commodities. Ocala, Fla., approved a rate increase for its recycling program last month and Boulder City, Nev., has begun taking steps that could result in a fee increase there as well. Sioux Falls, S.D. raised hauling fees largely to cover the cost of handling glass, and Pendelton, Ore., raised its garbage fees in part because recycling revenues have dropped.

## RECYCLED MATERIAL LOSES VALUE

Value of an average ton of recyclable material at a North Carolina sorting facility from spring 2011 to winter 2016-17:



**SOURCE** North Carolina Department of Environmental Quality  
George Petras, USA TODAY

**USA TODAY**

# Refreshing the Concept of Recycling

We need to decide what recyclables are and learn how to best use them.

Chaz Miller | Feb 28, 2018



Why do you recycle? If you are like most people, you will give a number of reasons. “It’s the right thing to do,” “saving natural resources,” “improving the environment” and “saving landfill space” are among the most commonly cited reasons. Advocates also talk about job creation and diverting material from all kinds of disposal.



But perhaps a more important question is why do state legislators pass recycling laws? They will cite the reasons given above when debating legislation, but their laws are usually focused on either increasing the state’s recycling rate or diverting materials from disposal. They rarely take a look at what, exactly, recyclables are or at how much we can realistically recycle. Instead, they pass the law and leave it up to others to figure out how to get to Paradise. We haven’t gotten there yet.

We need to take a different approach. First, we need to decide what recyclables are. Then, we need to learn how to best use them.

So, what are “recyclables”? They are a raw material. Nothing more, nothing less. They only have value if a manufacturer can use them as raw materials. Otherwise, they are useless. Unfortunately, the recycling laws in most states look at recyclables as numbers. As something to be diverted from disposal or to be recycled with little thought about the impact of the law on supplying raw materials or improving the environment. This has led to the passage of higher and higher recycling goals that have little to do with the reality of using these potential raw materials.

In our frenzy to meet these higher goals, we keep expanding what is accepted into our recycling programs. We add a product here and a package there, most of which constitute only a very small part of the waste stream. Every time we add a new item, we create confusion about what belongs in the recycling bin. We make it harder to recycle, not easier. Worse yet, we get a little further away from the goal of creating raw materials.



Be honest, do you know absolutely for sure what goes into your recycling bin and what doesn't? I think I am relatively knowledgeable about recycling, yet I often have to check my county's list of "ins" and "outs" to be certain. Even when I check the county's website and look at the list, I am not always certain. And I live in a county with a very good recycling program and solid public education.

The good news is that some states are taking a fresh look at recycling. They are raising questions regarding why they recycle, what their goals should be and how they can have the most positive impact on the environment through recycling.

The U.S. Environmental Protection Agency (EPA) led the way with its publications on sustainable materials management. Then, the State of Oregon stepped up to the plate and adopted sustainable materials management as its new strategy. Recycling and composting are part of the solution, but they are not the only part. Source reduction and avoiding waste have a real seat at the table, not just lip service. An ever-higher recycling goal has been replaced with the idea of figuring out how to best conserve materials and reduce pollution. My home state of Maryland has also adopted this concept. I expect other states will follow the lead of the EPA and the state of Oregon.

Let's start taking a closer look at the purpose of recycling. Let's put more emphasis on protecting the environment and less on who can set the highest goals. Let's figure out what recycling can realistically achieve and how. Then, let's go out and do it.

*Chaz Miller is a longtime veteran of the waste and recycling industry. He can be reached at [chazmiller9@gmail.com](mailto:chazmiller9@gmail.com).*

# Bellevue grants Republic Services permission to landfill large quantities of paper

Poor recycling habit means paper from Bellevue can't be sent to China for reuse.

By Aaron Kunkler

Thursday, April 5, 2018 8:30am | **NEWS**



Stricter regulations for importing recyclables to China has caught up to one of Puget Sound's largest waste management companies.

Republic Services collects waste and recycling for Eastside communities that include Bellevue, Kenmore, Mercer Island, North Bend and Sammamish. The city of Bellevue has approved a request from the company to send mixed paper collected through April 20 to the landfill.

More than half of the 1,000 tons of mixed paper collected in Bellevue cannot be sent to China due to contamination.

This decision stems from regulations recently imposed by China, which implemented a 0.5 percent contamination limit on mixed paper. This has led to mixed paper accumulating at Republic Services' collection facility and creating a potential public health hazard.

Bellevue Utilities spokesperson Michael May said the city's decision was a recognition that the Chinese recycling market had essentially been closed. As a condition of allowing the waste management service to landfill mixed paper, which includes items like magazines, letters and other paper products, Republic Services must seek out an alternative buyer for recycled goods.

Republic Services is also changing how it sorts recycled materials by slowing processing lines, adding employees and improving optical sorting equipment with the goal of hitting the 0.5 percent contamination mark. May said the new regulations have been effecting not only Bellevue, but the whole West Coast recycling industry.

Contamination comes in many forms, ranging from uncleaned spaghetti cans to water damage. If recycling material is rained on, it is considered contaminated as well.

May stressed the importance of properly recycling materials, namely cleaning, emptying and drying recyclables.

"Just recycle right, if in doubt throw it out," he said. "Don't just put anything in there and I think that's a lot of it, people can do more harm in their recycling."

China has historically been one of the largest importers of recycled material, but announced it would be severely restricting imports of recycled material last summer. This has sent the world's recycling industry scrambling as it seeks out alternative ways to unload the materials.

Republic Services has found other markets for recyclables such as cardboard, tin, glass and aluminum, according to Bellevue's website. Food scraps and yard debris are processed into compost and sold locally.

Residents should continue to place mixed paper into recycling bins but make sure to sort it.