

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES – 2/1/2023
SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES**

- Collection shall be on the same day as Solid Waste collection.
- At the City’s discretion, Contractor shall deliver Recyclable Materials to the Larimer County Recycling Center or the permitted recycling center of the Contractor’s choice for the pricing included in the Price Sheet (Exhibit B). City Representative shall notify the Contractor in writing with at least six (6) months prior written notice if the City elects to start or stop flow control of Recyclable Materials to the Larimer County Recycling Center. If such action takes place after one (1) year from the Service Commencement Date the Parties shall negotiate in good faith any resulting financial impacts and update Exhibit B.
- Recyclable Materials shall not be landfilled unless the load is rejected from the recycling center due to contamination. If that occurs, Contractor shall notify the City Representative within one (1) business day with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to the City Representative.

**Table 1
MINIMUM LIST OF RECYCLABLE MATERIALS TO COLLECT**

Recyclable Cardboard	Plastic bottles, tubs, jugs and jars (#1,2 and 5)
Office paper (white and colored)	Aluminum cans, clean foil & pie plates
Magazines	Steel / tin cans & empty aerosol cans
Paperboard	Glass bottles and jars
Kraft paper	Aseptic containers

Recyclable Materials Service Frequency and Number of Carts

Recyclable Materials Service shall be provided to 100% of Customers as part of the Collection Services cost. Recyclable Materials Services ~~shall be every other week~~ collection ~~of~~ shall be performed weekly with up to two ~~Large Recyclable Materials Carts or weekly collection of one~~ (2) Large Recyclable Materials Cart. Except as otherwise set forth herein, Contractor shall only be required to collect the contents of the Recyclable Materials Carts and may charge Customers for additional Recyclable Materials should Contractor elect to collect such materials. Any such material cannot be in a plastic bag and must not exceed the Cart size. The fee for such services shall be in accordance with the Pricing Schedule in Exhibit B.

Changes in Frequency of Recyclable Materials Services Collection

In the event the City wishes to change the frequency of Recyclable Materials Services collection from weekly to every-other-week, the parties agree to negotiate in good faith the timing to implement the change and impact to pricing with consideration to the effect of such change on the Contractor’s operations.

Changes in Market Conditions

If the materials recovery facility processing Customers’ Recyclable Materials temporarily or permanently stops accepting some or all of the items in Table 1, the Parties will come to mutual agreement about how to adjust Collection Services in a timely manner.

Recyclable Materials Contamination

The Recyclable Materials contamination threshold shall be ten percent (10%) by volume. When the Contractor encounters a cart with ten percent (10%) or more contamination, the