

## RESIDENTIAL RECYCLING SERVICE AGREEMENT (5 Year)

THIS RESIDENTIAL RECYCLING SERVICE AGREEMENT (this "Agreement") is made and entered into this 16<sup>th</sup> day of August, 2021, by and between the **CITY OF SPRING LAKE PARK, MINNESOTA**, a Municipal Corporation organized and existing under the laws of the State of Minnesota (the "City") and **WALTERS RECYCLING & REFUSE**, a Minnesota Corporation ("Contractor").

### WITNESSETH:

WHEREAS, The City of Spring Lake Park has found and determined that the public health and safety of the City will be promoted and preserved by establishing with a private contractor an arrangement for the collection, transportation, and disposal of Recyclables produced (see Appendix B), kept and accumulated within the City; and

WHEREAS, the City desires to maintain a recycling program.

WHEREAS, the Contractor desires to enter into this Agreement with the City with respect to such services,

WHEREAS, pursuant to appropriate action heretofore taken, the City has determined the Contractor to be qualified to carry out the terms of this Contract,

WHEREAS, the service fees proposed by the Contractor are acceptable to the City,

NOW, THEREFORE, in consideration of the covenants, promises, undertakings, and obligations herein created, granted, and assumed, the parties hereto agree as follows:

### SECTION 1. DEFINITIONS:

- A. **Place or Premises:** Place or premises shall mean any dwelling house, dwelling unit, multiple dwelling, building, trailer, mobile home park, and every other place or premises where any person resides within the City.
- B. **Residential Unit:** Residential unit as used herein shall mean any structure in which one or more persons reside in up to three dwelling units.
- C. **Person:** Person shall mean and include any natural person, corporation, firm or association.
- D. **Multiple Residences:** Multiple Residences shall mean any single structure containing four (4) or more dwelling units.
- E. **Excluded Materials:** Excluded Materials means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous 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, and/or any other waste not approved in writing by Contractor.
- F. **Single-Sort Recycling:** (Also referred to as "single-stream recycling.") The recycling system whereby residents set out recyclables in a wheeled, lidded recycling cart, or bundled cardboard and/or newspaper, with the materials later processed at a centralized materials recovery facility, including sorting into their individual marketable commodities.

## **SECTION 2. EXCLUSIVE PERMIT AND TENURE OF CONTRACT:**

The Contractor shall have, if all terms and provisions of this Agreement are met, an exclusive permit for the collection, transportation and disposal of all recyclable material as herein defined from or with the City. This Agreement shall commence on January 1, 2022 and remain in effect through December 31, 2026. The parties may agree to extend this Agreement by mutual written agreement.

## **SECTION 3. RENEGOTIATIONS:**

The parties do hereby agree to meet and discuss with each other any suggested changes or amendments to this Agreement in order to minimize or eliminate inequities as may arise and be found to exist in the strict performance of the provisions hereof. Any amendment, modification or change of any provision of this Agreement must be in writing signed by both parties hereto.

## **SECTION 4. RESIDENTIAL COLLECTION OF RECYCLABLES (Single Sort):**

The Contractor shall collect Recyclables from all residential units within the corporate city limits of the City, as follows:

- A. Collection: The Contractor will provide the collection of Recyclables from each unit every other week.
- B. Contractor shall provide, at no charge, Recycling Containers (1 or 2, 94-gallon single stream) and bi-weekly collection service of single stream materials to Spring Lake Park Municipal Building(s) including, but not limited to:
  - Spring Lake Park City Hall, 1301 81<sup>st</sup> Avenue NE
  - SBM Fire Department, 1710 County Highway 10 NE
- C. For single-family residences, recyclables are to be collected at the curb, except where residents' physical abilities are impaired and in which case Recycling Containers will be serviced via walk-up to the Recycling Container located next to the house or garage. There are currently less than 10 residential units receiving walk-up service.
- D. For multi-family properties, recyclables are to be collected at each property's designated area.
- E. Missed Collections: The Contractor shall pick up missed recycling collections on the same day the Contractor receives notice of a missed collection, provided notice is received by the Contractor before 12:00 noon on a business day. If notice is received by the Contractor after 12:00 noon, Contractor will pick up missed collection no later than 4:00 p.m. the following business day.
- F. Customer Complaints: Service complaints will be handled by the Contractor. Subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "MGDPA"), the City will notify the Contractor of all complaints it receives. The Contractor is responsible for corrective actions and shall answer all complaints courteously and promptly.
- G. Contractor shall provide personnel to receive complaints and answer curbside recycling questions via telephone between the hours of 8:00 a.m. and 4:30 p.m. weekdays, except holidays. The Contractor shall have a voicemail system activated to receive phone calls after hours and on weekends.

- H. Contractor shall maintain a log of all complaints, including the nature of the complaints, names, addresses, and contact phone numbers of the complainants, date and time received, Contractor's response, and the date and time of response. Contractor will provide this information to the City Recycling Coordinator in a monthly report.
- I. Containers: The Contractor will provide a Single Sort Cart for collection of all Recyclables to each residential unit. The cost of providing the cart will be built into the unit rate. Contractor shall be responsible for the maintenance of the carts and except in the case of abuse and/or misuse by a resident, shall replace free of cost.
- J. Contractor shall provide Recycling Containers for use in single stream collection program. The Contractor will maintain an inventory of new and replacement Recycling Containers and will be required to service and repair damaged Recycling Containers. Contractor shall maintain sufficient Recycling Container inventory of various sizes to meet supply and demand needs for the entire term of Contract.
- K. The standard Recycling Container size shall be approximately 64 gallons. They shall be uniform and consistent in color and design and have a recycling symbol and an approved instruction label imprinted on the container, so as to be easily identified by the resident/customer and the Contractor's driver as the container for recyclable material collection.
- L. Thirty-two and 94-gallon Recycling Containers, of same design shall be provided to residents upon request. Additional Recycling Containers will be provided at no extra charge to residents in single-family homes or multi-family buildings as requested/needed.
- M. Contractor shall keep and maintain an updated log of all resident addresses where "education tags" were left because of Non-Recyclable Materials set out for recycling.

The City shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the Recyclables any Recyclables listed in Appendix B without the express written consent of Contractor. The City discourages scavenging of any Recyclables. Any additions to the listing of acceptable Recyclables in Appendix B shall be made upon the mutual agreement of City and Contractor. The City and Contractor agree to mutually update Appendix B as necessary to comply with prevailing law.

The parties acknowledge that maintenance of the quality of the Recyclables is a requirement of this Agreement. City shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of Recyclables.

Title to Recyclables provided is transferred to Contractor upon Contractor's collection. Title to and liability for Excluded Materials shall remain with customer at all times. The City shall not be liable for Excluded Materials placed for collection by other customers.

Contractor shall create, produce, and implement, at its own expense in conjunction with the City Recycling Coordinator, an annual public education marketing piece to be mailed to all single-family and multi-family households at the onset of said Agreement and each December of the Agreement.

The education marketing piece shall include an annual service calendar highlighting service weeks and holidays, a list of materials accepted and a list of materials not accepted in the curbside program, how to prepare materials for collections, and Contractor's contact information for questions, concerns, or comments.

The Contractor shall request approval of the education marketing piece from the Recycling Coordinator prior to printing. A PDF of the document shall be supplied to the Recycling Coordinator and a minimum of 150 printed pieces for additional distribution, and provide a copy to the Recycling Coordinator of any and all information mailed to Residents each year of the Agreement. City shall have the right to publish the calendar and other education and marketing materials at City Hall and on the City's website and social media accounts.

#### **SECTION 5. RECYCLABLES COLLECTION (FEES):**

The Contractor's service fees for Recyclables collection shall be determined in accordance with the fee schedule attached hereto as Appendix "A". This schedule will be in effect during the period of January 1, 2022 until December 31, 2026. The fees will be adjusted according to Appendix A, Price Worksheet. The increases will be made on the anniversary day, January 1<sup>st</sup>, for years two – five. In the event the Contractor should incur any actual increases in government taxes/fees, the City agrees to negotiate in good faith with the Contractor to rectify the inadequacies. Both parties must agree upon these adjustments.

#### **SECTION 6. BILLING AND PAYMENTS TO THE CONTRACTOR:**

Compensation to be paid by the City to the Contractor for residential collection of recycling shall be in accordance with the fee schedule found in Appendix "A". The City will provide the Contractor with the number of households on a semi-annual basis.

Contractor shall submit itemized bills for recycling collection services provided to the City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the City.

The Contractor shall submit two copies of the monthly documentation and reports; both copies along with the invoice to the Recycling Coordinator. Payment to the Contractor will not be released unless the required information is received by the Recycling Coordinator. The City will pay undisputed amounts to Contractor no later than 30 days from the receipt of invoice.

#### **SECTION 7. COLLECTION EQUIPMENT:**

The Contractor shall provide all equipment necessary for collection, transportation and disposal of Recyclables. Unless the material to be transported presents practical difficulties, all trucks shall be designed and built specifically for Recyclable collection and shall be of the covered all-metal type so the material being collected and transported will not be seen, will not blow, fall or leak from the vehicle. The Contractor shall maintain equipment used in the performance of this Agreement in a clean and sanitary condition.

- A. Hauler of Recyclable Materials must have a license issued by the City as governed by appropriate City Code.
- B. The number of vehicles to be used by the Contractor identifying types, model numbers and capacities must be supplied to the City.
- C. All vehicles must be maintained in good working conditions, comply with all State inspection requirements and be kept neat in appearance.
- D. The Contractor shall state in the list of truck equipment how the vehicle design and operation will meet all City, county, and state load weight limits, including seasonal limitations. The fully loaded gross vehicle weight and weight per axle shall be listed for each of the proposed trucks.
- E. The number of personnel to be provided on each truck must be indicated.

- F. Contractor must identify where collection vehicles will be delivering materials.
- G. Contractor must be an equal opportunity employer.
- H. Contractor must provide a plan for end use of all collected materials, including contaminated materials.
- I. Contractor must provide a contingency plan in the event a vehicle or operator is unavailable.
- J. Vehicles shall be equipped with warning flashers, backup alarms, a broom and shovel for spills, a two-way communication device, and the Contractor's name and phone number prominently displayed on both sides of the vehicle, along with signs on the back of the vehicle indicating the vehicle makes frequent stops.
- K. Vehicles must be designated for recyclables collection only. All such vehicles must be clearly signed on both sides as a recycling collection vehicle.
- L. Equipment operators must meet all Federal, State and local licenses and operation requirements.

#### **SECTION 8. TRANSPORTATION:**

Upon collection by the Contractor of Recyclables, as required by the nature and size of its equipment, such waste shall be promptly and in a workmanlike manner transported to the site of disposal or processing.

#### **SECTION 9. EXCLUDED WASTE:**

No person shall be permitted to deposit Excluded Waste in the Recyclables. The Contractor shall not be required to collect Recyclables containing Excluded Waste. If loads of the mixed recyclable materials do not meet Contractor's specifications for acceptable recyclables, Contractor shall have the right to reject the load in whole or in part, or to handle the contaminated load (i.e., landfill disposal) and impose additional reasonable charges on the responsible customer.

#### **SECTION 10. COLLECTION OPERATIONS:**

The Contractor shall furnish all labor and equipment as shall be necessary and adequate to insure satisfactory collection, transportation and disposal of recyclable material. The Contractor shall make every effort to maintain established scheduled pick-ups even though conditions such as weather may be adverse. Containers shall be handled with reasonable care to avoid damage and are to be replaced in an upright position. Any contents spilled shall be cleaned up and disposed of immediately in a workmanlike manner and all work to be performed hereunder shall be done so as to protect, to the highest extent possible, the public health and safety.

#### **SECTION 11. CONTRACTOR INSURANCE AND INDEMNIFICATION:**

A. Insurance. The Contractor shall carry and file insurance certificates with the City showing proof of workers' compensation insurance (including employer's liability insurance), commercial general liability insurance, and automobile liability insurance in accordance with the minimum requirements set forth below. The City, including its elected and appointed officials, employees, and agents, shall be named as an additional insured in all such policies with the exception for workers' compensation insurance

1. **General Liability.** The Contractor agrees to maintain Commercial General Liability insurance in a minimum amount of \$2,000,000 per occurrence; \$4,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, limited pollution liability, personal injury, advertising injury, and contractually assumed liability.
2. **Automobile Liability.** The Contractor shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$2,000,000 per occurrence.
3. **Workers' Compensation.** The Contractor agrees to provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry Employers' Liability Coverage with minimum limits as follows:
  - \$500,000 – Bodily Injury by Disease per employee
  - \$500,000 – Bodily Injury by Disease aggregate
  - \$500,000 – Bodily Injury by Accident

The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Agreement.

The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.

**B. Indemnification.** To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

## **SECTION 12. CONTRACTOR PERFORMANCE:**

If Contractor does not cure any failure to fulfill any of the provisions of the Contract within five (5) days of written notice from the City, the City may, at its option, declare the Agreement immediately terminated and may thereafter hire such labor and equipment as may be necessary to perform the services contemplated by this Agreement. The cost of such performance by the City shall be charged to and deducted from any compensation due the Contractor.

**Reporting Requirements** – The Contractor must provide certified weight receipts for all collected materials within 15 days of the end of the previous month. If recyclable material is not weighed individually, the Contractor must indicate the procedure that will determine individual material breakdown. If collected materials are stored for a period of more than 30 days, the amounts of materials by type and location of storage must be reported to the City. An accurate method in recycling program must be provided to the City on a monthly basis. Tonnage reports shall also be provided on a monthly basis.

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

- Total quantities of Recyclable Materials collected, by material type in tons.
- Net quantities of Recyclable Materials marketed, by material in tons.

- Recycling service fee (based upon contracted price per household).
- Log of all complaints, including the nature of the complaints, the names, addresses, and contact number of the complaints, the date and time received, the Contractor's response, and the date and time of response.
- Average Participation Rates and explanation of how rates are calculated.

**Damage to Property** – The Contractor shall take all necessary precautions to protect private property. Contractor shall repair or replace any private or public property, including but not limited to, sod, mailboxes, or recycling bins, which are damaged by the Contractor. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight (48) hours with property of the same or equivalent value at the time of the damage.

If the Contractor fails to repair or replace the damaged property within forty-eight (48) hours, the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonable incurred expenses. The Contractor shall reimburse the City for any such expenses within ten (10) working days of receipt of the City invoice.

**Liquidated Damages** – The Contractor shall agree that the City may withhold and retain payment to the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations, unless said obligation is beyond the reasonable control of the Contractor:

1. Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner - \$50 per incident.
2. Failure to collect properly notified missed Collections - \$250 per incident.
3. Failure to provide accurate monthly and annual reports - \$100 per incident.
4. Failure to complete the Collections within the specified timeframes without proper notice to the City - \$100 per incident.
5. Failure to clean up spills during Collection operations - \$250 per incident.

The Contractor shall be liable for liquidated damages amount(s), upon determination of the City. The City shall notify Contractor in writing or electronically of each act or omission discovered by the City. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint. Nothing in this section shall limit the City's right to terminate this Agreement or exercise any other right contemplated herein.

**Annual Performance Review Meeting** – Contractor shall meet with the Recycling Coordinator each winter to review the Agreement. Contractor's performance will be reviewed each fall during the length of the Agreement. Performance to be measured by the following:

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

Suggestions for opportunities to improve the program, customer service and collection service will be discussed as needed.

**Agreement Termination** – The City may cancel the Agreement if the Contractor fails to fulfill its obligations under the Agreement in a proper and timely manner, or otherwise violates the terms of the Agreement if the default has not been cured within 30 days after receiving written notice of said default. The City shall pay Contractor all compensation earned prior to the date of termination, minus any damages and costs incurred by the City as a result of the breach. If the Agreement is canceled or terminated, all finished or unfinished documents, data, studies, surveys, route maps, route notes, models, photographs, reports or other materials prepared by the Contractor under this Agreement shall, at the option of the City, become the property of the City and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination. Upon termination, Contractor shall be responsible for retrieving all Recycling Containers within seven (7) business days from the date of termination.

### **SECTION 13. ASSIGNMENTS AND SUBCONTRACTORS:**

The Contractor shall not assign this Agreement or any interest therein or any privilege or right granted therein without the written consent of the City Council. Consent to one assignment shall not be deemed to be consent to any subsequent assignment, neither shall the Contractor subcontract all or any portion of the work to be performed hereunder without the written consent of the government body of the City Council.

### **SECTION 14. COMMERCIAL BUSINESS COLLECTIONS:**

This Agreement applies only to residential recyclable material as defined herein. Commercial businesses may contract with any licensed hauler such businesses may choose.

### **SECTION 15. WAIVER:**

The waiver by the City of any breach or violation of any term, covenant, or condition of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other term, covenant or condition hereof.

### **SECTION 16. DISPUTE:**

In the event a dispute shall arise between the Contractor and the City, with respect to the amount of monthly compensation entitled to the Contractor from the City, duly appointed City and Contractor representatives should meet and endeavor to resolve the differences. In the event the dispute cannot be so resolved both the City and Contractor shall be bound by the terms and conditions of this Agreement. Disputes that require legal action will be brought and dealt with in Anoka County court. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

### **SECTION 17. INDEPENDENT CONTRACTOR.**

The services shall be performed and furnished by Contractor as an independent contractor and not as an agent or employee of City. The services shall be performed under the sole supervision, management, direction and control of Contractor in accordance with the terms and conditions of this Agreement. Contractor will have full control, including but not limited to hiring, firing and supervision, of its employees to assist in the performance of this Agreement. Contractor further agrees that the services shall meet with the approval of City but that the detailed manner and method of performing the Services shall be under the exclusive control of and in the complete discretion of Contractor. Contractor shall have no authority to act as an agent or employee of City nor to enter into any contract or contract for or on behalf of City.

**Personnel Requirements** – Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described in this Agreement. Contractor's personnel will be trained both in program operation and customer service and ensure that all personnel maintain a positive attitude with the public personnel shall:

- Conduct themselves at all times in a courteous manner and use no abusive or foul language.

- Perform their duties in accordance with all existing laws and ordinances and future amendments to Federal, State or Minnesota, and local laws and governing boards.
- Be clean and presentable in appearance.
- Wear a uniform and employee identification badge or name tag.
- Drive and act in a safe and considerate manner.
- Manage Recycling Containers in a careful manner.
- Monitor for any spillage and be responsible for cleaning up any litter or breakage resulting from the service.
- Avoid damage of property.
- Abstain from operating vehicle while under the influence of alcohol, illegal controlled substances, or prescribed medication that may impair their ability to operate the vehicle.

#### **SECTION 18. FORCE MAJEURE.**

*Force Majeure:* Neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats or events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, pandemics and epidemics, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events.

#### **SECTION 19. BINDING EFFECT:**

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind and inure to the benefit of the parties, their successors, and assigns.

#### **SECTION 20. MGDPA COMPLIANCE**

The parties mutually acknowledge that the City is a public entity and is correspondingly obligated to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "MGDPA"). Contractor agrees to assist the City with its compliance obligations related to the same. This obligation shall survive termination of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Agreement, by their officers, as of the day and year first above written.

CITY OF SPRING LAKE PARK

By:   
Mayor

WALTERS RECYCLING & REFUSE

By:   
Michael Moroz, President and CEO

ATTEST:



City Administrator, Clerk/Treasurer

Date: August 18, 2021

Date: Aug. 23, 2021

**APPENDIX A**  
**Price Worksheet\***

**\*Prices listed after year 1 are estimates only. Actual prices will be dependent on CPI.**

**Single-Family Collection**

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

| Agreement<br>Year                   | Price per household (unit) per month |
|-------------------------------------|--------------------------------------|
| January 1, 2022 - December 31, 2022 | \$3.45                               |
| January 1, 2023 - December 31, 2023 | \$3.53                               |
| January 1, 2024 - December 31, 2024 | \$3.62                               |
| January 1, 2025 - December 31, 2025 | \$3.71                               |
| January 1, 2026 - December 31, 2026 | \$3.81                               |

**Multi-Family Collection**

Includes 4+ units  
Single-Stream Bi-weekly Collection

| Agreement<br>Year                   | Price per household (unit) per month |
|-------------------------------------|--------------------------------------|
| January 1, 2022 - December 31, 2022 | \$2.96                               |
| January 1, 2023 - December 31, 2023 | \$3.04                               |
| January 1, 2024 - December 31, 2024 | \$3.11                               |
| January 1, 2025 - December 31, 2025 | \$3.19                               |
| January 1, 2026 - December 31, 2026 | \$3.27                               |

Prices listed above shall include all Recyclable processing/marketing costs and charges but in the event of substantial market change in any of the Recyclable Material Commodity prices or sustained inflation at any time during the Term of this Agreement, the City or Contractor may, at either's option and upon written notice of the other, request to reopen negotiations for the amount per month charged for Recycling Collection services.

## APPENDIX B RECYCLABLES

**RECYCLABLES:** Recyclable Materials or Recyclables: The current list of recyclables includes:

- ◆ Newspapers (including advertising inserts);
- ◆ Household office paper & mail (including copy paper and computer paper, greeting cards, school papers);
- ◆ Phone books, magazines & catalogues;
- ◆ Boxboard (including cereal, cake, chip, and cracker boxes);
- ◆ Corrugated cardboard;
- ◆ Food and beverage glass jars and bottles;
- ◆ Aluminum cans and foil (including pie tins and trays);
- ◆ Steel bimetal ("tin") cans;
- ◆ All rigid plastic containers including lids and caps, non-bottle tubs, cups and clam shells; and
- ◆ Aseptic juice cartons and milk cartons.

**RECYCLABLES do not include the following:**

|                                                                                                    |                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bagged materials (even if containing Recyclables)                                                  | Microwave trays                                                                                                                                                                                                                                                                             |
| Mirrors                                                                                            | Window or auto glass                                                                                                                                                                                                                                                                        |
| Light Bulbs                                                                                        | Ceramics                                                                                                                                                                                                                                                                                    |
| Porcelain                                                                                          | Plastics unnumbered                                                                                                                                                                                                                                                                         |
| Plastic bags                                                                                       | Coat hangers                                                                                                                                                                                                                                                                                |
| Glass cookware/bakeware                                                                            | Household items such as cooking pots, toasters, etc.                                                                                                                                                                                                                                        |
| Flexible packaging and multi-laminated materials                                                   | Wet fiber                                                                                                                                                                                                                                                                                   |
| Excluded Materials                                                                                 | Fiber containing, or that has been in contact with, food debris                                                                                                                                                                                                                             |
| Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension | Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment. |

If loads of the mixed recyclables materials do not meet Contractor's specifications for acceptable recyclables, Contractor shall have the right to reject the load in whole or in part, or to handle the contaminated load (i.e., landfill disposal) and impose additional reasonable charges on the responsible customer.