


**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2011 – 50**

DATE: December 15, 2011
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: William A. Simmons, City Manager 
David H. Willett, Director of Public Works
SUBJECT: CR – 152, 2012 Recycling Commodities Contract

BACKGROUND

Prior to the implementation of single stream curbside recycling, the City of Northglenn utilized a variety of vendors as diversion resources for recycled commodities. As market demand for various materials fluctuated, payment for the materials varied accordingly. Our records show that source-separated materials such as newspaper generated the highest revenue and plastics the lowest.

The single stream recycling concept provides the greatest opportunity for diversion of recyclable materials because there is no need for separation or separate bins. Utilizing this strategy makes recycling convenient for customers and operationally easier to collect. Although the unit price of the materials tends to be less due to the need to separate the materials at a facility, volumes tend to be much greater. Since the implementation of single stream curbside recycling, monthly volumes have increased from an average of 34 tons per month in 2010 to 117 tons per month in November of 2011.

The City of Thornton has contracted with Waste Management (WM)/Recycle America (Thornton bid # 191-09) for calendar year 2012. WM Recycle America has agreed to pay Thornton \$32.50 per ton for single stream recycled commodities. Subsequently, WM has agreed to extend the same contract terms and pricing to the City of Northglenn for calendar year 2012. Thornton and Northglenn currently partner on their landfill services contract and it has proven beneficial to both cities.

BUDGET/TIME IMPLICATIONS

Projections for 2012 are estimated to be approximately 125 tons per month and staff hopes to increase diversion to 150 tons per month by year end. Based on 125 tons per month, revenue in the amount of \$48,750 could be generated for the Sanitation Fund.

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would allow the City Manager to sign an Agreement with WM Recycle America for payment to the city of Northglenn for recycling commodities for calendar year 2012. Staff recommends approval of this resolution.

STAFF REFERENCE

David H. Willett, P.E., Director of Public Works
Norm Bell, Public works Superintendent

dwillett@northglenn.org or 303.450.8783
nbell@northglenn.org or 303.450.4005

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-152
Series of 2011

Series of 2011

A RESOLUTION APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND WM RECYCLE AMERICA, LLC

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Council hereby approves the Service Agreement between the City of Northglenn and WM Recycle America, L.L.C., attached hereto as **Exhibit A**, and authorizes the Mayor to execute the same on behalf of the City.

DATED, at Northglenn, Colorado, this _____ day of _____, 2011.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20 ___, by and between the City of Northglenn (hereinafter referred to as "Northglenn") and WM Recycle America, L.L.C. (Waste Management of Colorado) (hereinafter referred to as "Contractor"), or jointly known as the "Parties".

WITNESSETH:

WHEREAS, Northglenn requires Services in connection with Single Stream Recycling, (hereinafter referred to as "Project"); and

WHEREAS, Contractor has held itself out to Northglenn as having the requisite expertise and experience to perform the required Services for the Project.

NOW, THEREFORE, for and in consideration of the promises and covenants herein appearing, the Parties agree as follows:

I. CONTRACTOR'S SCOPE OF SERVICES

During the term of this Agreement, Contractor shall be the exclusive provider of the services described in the attached Exhibit A and Northglenn agrees to provide Contractor one hundred percent (100%) of Northglenn's single stream recyclables ("Recyclables"). Northglenn represents and warrants that it shall provide Recyclables in accordance with Contractor's specifications (the "Specifications") set forth in Exhibit A. Unless otherwise provided in this Agreement, Contractor agrees that it will furnish all of the labor, supplies and materials, equipment, and any other facilities or resources required to perform and complete the Services described in Exhibit "A". These Services are hereinafter referred to in this Agreement as the "Contractor's Scope of Services" or the "Services".

II. COMPENSATION

In consideration for the receipt of Recyclables meeting Specifications from Northglenn, Contractor shall pay Northglenn the rate in accordance with Exhibit "B" Schedule of Compensation Paid to Northglenn. Detailed reports of deliveries shall be rendered by Contractor and provided to Northglenn. Sums owed to Northglenn shall be due and payable on a monthly basis and shall be paid no later than forty-five (45) calendar days after close of the month.

III. CHANGES IN CONTRACTOR'S SCOPE OF SERVICES

A change in the Contractor's Scope of Services shall constitute any change or Amendment of Services which is different from or additional to the Scope of Services specified in Exhibit "A" of this Agreement. No such change, including any additional compensation, shall

be effective or paid unless authorized by written amendment executed by both the Northglenn and Contractor. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit, or implied contract. Except as expressly provided herein, no agent, employee, or representative of Northglenn will have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

IV. PROFESSIONAL RESPONSIBILITY

Contractor shall faithfully perform the Services required under this Agreement in accordance with standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform Services of a similar nature to the Services described in this Agreement.

V. COMPLIANCE WITH ALL LAWS AND REGULATIONS

All of the Services performed under this Agreement by Contractor shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of Colorado and with the charter, ordinances, and rules and regulations of Northglenn.

A. Pursuant to Colorado Law, a Contractor whose performance of Services involves provision of a service and not provision of a specific end product shall by signature and attestation below certify to the following:

1. Contractor, as of the date of this Agreement or order, shall not knowingly employ or contract with an illegal alien who will perform Services under this Agreement.
2. Contractor shall participate in either the E-Verify Program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or Its successor program, or the Department Program, which is the employment verification program established by the Colorado Department of Labor and Employment (the "Department") pursuant to Section 8-17.5-102 (5) C.R.S.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under this Agreement through participation in either the E-Verify Program or the Department Program.
4. Contractor shall not enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform Services under this Agreement.
5. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants

while this Agreement is being performed.

6. If Contractor obtains actual knowledge that a subcontractor performing Services under this Agreement employs or contracts with an illegal alien, Contractor shall:
 - a. Notify the subcontractor and Northglenn within three (3) Calendar Days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - b. Terminate the subcontract with the subcontractor if within three (3) Calendar Days of receiving the notice required pursuant to this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract with the subcontractor if during such three (3) Calendar Days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
7. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by Colorado Law.
8. If Contractor violates any provision of this certification, Northglenn may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to Northglenn.
9. The Contractor's attention is directed to the fact that all applicable state and federal laws, county and city ordinances, licenses and regulations of all authorities having jurisdiction over this Agreement shall apply to this Agreement throughout, and they will be deemed to be included in this Agreement the same as though herein written out in full.

VI. INDEMNIFICATION

Contractor agrees to save, defend, indemnify, and hold harmless Northglenn, and its officers, agents, and employees, from and against all liability, claims, judgments, suits, demands for damages to persons or property with respect to the general and auto liability coverages specified herein which arise out of, result from, or are in any manner connected with the Services to be performed under this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent acts, errors, or omissions of Contractor, any subcontractor of Contractor, or any officer, employee, or agent of Contractor, or anyone directly employed by Contractor or anyone for whose negligent acts Contractor may be deemed liable.

To the extent of Contractor's liability under this Agreement, Contractor shall defend any and all claims or suits which may be brought or threatened against Northglenn and will pay on behalf of Northglenn any expenses incurred by reason of such claims including, but not limited to, court costs and reasonable attorneys' fees incurred in defending or investigating such claims. Such payments on behalf of Northglenn shall be In addition to any and all other legal remedies available to Northglenn and shall not be considered Northglenn's exclusive remedy.

To the extent of Contractor's liability under this Agreement, Contractor's duty to indemnify Northglenn shall arise at the time written notice of a claim is first provided to Contractor regardless of whether claimant has filed suit on the claim. Contractor's indemnification obligation shall include, but not be limited to, any claim made against Northglenn by Contractor's employee or subcontractor who has been injured on property owned by Northglenn.

Contractor's indemnification obligation, as set forth above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor or anyone else employed directly or indirectly by any of them or anyone for whose acts any of them may be liable under worker's compensation acts, disability benefit acts, or other employee benefit acts.

VII. INSURANCE

- A. The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages;
1. Workers' Compensation Insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance. Evidence of qualified self-insured status may be substituted.
 2. Commercial General Liability Insurance (**MINIMUM LIMITS**)

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate	\$1,000,000

The policy shall include coverage protecting against bodily injury, property damage, and personal injury claims arising from the exposures of (1) premises-operations; (2) products and completed operations including materials designed, furnished, and/or modified in any way by Contractor; (3) independent subcontractors employed by Contractor; (4) contractual liability risk covering the indemnity obligations set forth in this Agreement; and, (5) where applicable, liability resulting from explosion, collapse, or underground exposures.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall

provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- 3.. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) for any one (1) occurrence. This insurance will insure against bodily injury and/or property damage arising out of the Contractor's operation, maintenance, use, loading or unloading of any auto including owned, non- owned, hired, and employee autos.
 4. Other insurance with varying limits which from time to time may reasonably be required by the mutual Agreement of Northglenn and Contractor against other insurable hazards relating to the Services to be done.
- B. Contractor shall procure and maintain the minimum insurance coverages listed herein. Contractor shall cause any subcontractor of the Contractor to procure and maintain coverages required by Contractor. Such coverages shall be procured and maintained with forms and insurers acceptable to Northglenn. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section A of this Clause. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- c. The Contractor shall name Northglenn, its officers, agents, and employees as additional insureds to the extent of Contractor's liability under this Agreement with respect to the liability coverage above. A Certificate of Insurance shall be completed and forwarded along with the Additional Insured Endorsement to Northglenn by the Contractor's Insurance Agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be subject to review and approval by Northglenn prior to commencement of any services under this Agreement. Certificate(s) shall provide that the coverages afforded under the policies shall not be canceled, terminated, or materially changed until at least thirty (30) Calendar Days prior written notice has been given to Northglenn. The completed Certificate of Insurance and Additional Insured Endorsement shall be sent to:
- City of Northglenn: David Willett, P.E., MBA, Director of Public Works
11701 Community Center Dr., Northglenn, CO 80233
- D. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of Agreement upon which Northglenn may immediately terminate this Agreement, or at its discretion, Northglenn may procure, or renew any such policy, or any extended reporting period thereto, and may pay any and all premiums in connection therewith, and all monies, so paid by Northglenn shall be repaid by Contractor to Northglenn upon demand, or Northglenn may offset the cost of the premiums against any monies due to Contractor from Northglenn.

- E. Northglenn reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Contractor agrees to execute any and all documents necessary to allow Northglenn access to any and all insurance policies and endorsements pertaining to this particular Project.
- F. Every policy required above shall be primary insurance and any insurance carried by Northglenn, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under the policies required above.
- G. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure and maintain Insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- H. The Parties hereto understand and agree that Northglenn, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as from time to time amended, or otherwise available to Northglenn, its agents, officers, or employees.

VIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purposes.

IX. TERM AND TERMINATION

This Agreement shall commence on the date first above written and terminate on **December 31, 2012**. Northglenn, at its sole option, may renew this Agreement for up to four (4) successive additional one (1) year terms, beginning January 1st through December 31st with rates and charges to be negotiated between the Parties prior to the commencement of each such renewal term.

Notwithstanding the above, Northglenn shall have the right to terminate this Agreement for convenience upon ninety (90) Calendar days prior written notice to the Contractor. In the event this Agreement is terminated by Northglenn's issuance of said written Notice of Intent to Terminate, Northglenn shall pay Contractor for all Services previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, Northglenn shall have any remedy or right of set-off available at law and equity.

X. DEFAULT

Notwithstanding the term of this Agreement set forth in Article IX above, in the event of default by a Party, which default is not cured within thirty (30) days after written notice from the non-defaulting Party, the non-defaulting Party, at its option, may terminate this Agreement, upon seven (7) Calendar days written notice.

XI. FORCE MAJEURE

Either Party shall be excused from performance under this Agreement if for any period either Party is prevented from performing any obligations pursuant hereto, in whole or in part, which includes, but is not limited to, an act of God, war, civil disturbance, catastrophe, court order, imposition of laws or governmental orders, the inability to obtain equipment, labor dispute or cause beyond Contractor's reasonable control, including shortages or fluctuations in electrical power, heat, light, air conditioning or fuel shortages, and such non-performance shall not be a ground for termination or default. The Contractor will use its best efforts to ensure that alternate services be made available should any of these conditions arise.

XII. AGREEMENT MADE IN COLORADO AND VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado

XIII. ENTIRE AGREEMENT

The Parties acknowledge and agree that the provisions contained herein constitute this entire Agreement and that all representations made by any officer, agent, or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes, or modifications to this Agreement, except those which are expressly reserved herein to the Manager or his designee, shall be valid unless they are contained In an Instrument which is executed by all the Parties with the same formality as this Agreement.

XIV. ASSIGNMENT

Contractor agrees not to assign, pledge, or transfer its duties and rights in this Agreement, in whole or in part, without first obtaining the written consent of Northglenn.

XV. NO WAIVER OF RIGHTS

No assent, expressed or implied, to any breach of any one (1) or more of the terms and conditions of this Agreement shall be deemed to be or taken to be by a Party a waiver of any subsequent breach of such terms and conditions.

XVI. INSPECTION OF RECORDS

In connection with the Services performed hereunder, Northglenn and any of its duly authorized representatives shall have access to all of Contractor's books, documents, papers, and any other records of Contractor relating to the Services provided hereunder. Contractor shall retain these records for three (3) years after the termination date of this Agreement.

XVII. CONFLICT OF INTEREST

Contractor agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, activity, or conduct which would result in a conflict of interest. Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or Services of Contractor by placing Contractor's own interests, or the interest of any party with whom Contractor has a contractual arrangement, in conflict with those of Northglenn. Northglenn, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Contractor written notice which describes the conflict. Contractor shall have thirty (30) Calendar Days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to Northglenn.

XVIII. COORDINATION OF SERVICES

Contractor shall fully coordinate its Services with other contractors, or other entities performing work which interfaces with or is affected in any way by Contractor's Services, and with any interested City or other governmental agencies.

XIX. NON-DISCRIMINATION

Contractor, its agents, employees, and subcontractors shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, gender, religion, or mental or physical disability in any policy or practice.

XX. ADVERTISING AND PUBLIC DISCLOSURES

Contractor shall not include any reference to this Agreement or to Services performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of Northglenn.

XXI. TIME IS OF THE ESSENCE

The Parties agree that in the performance of the terms and requirements of this Agreement by Contractor that time is of the essence.

XXII. INUREMENT

The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

XXIII. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or Interpretation of this Agreement.

XXV. EXECUTION OF CONTRACT

This Agreement is expressly subject to and will not become effective or binding on either Party until it is fully approved and executed by both Parties.

XXVI. TAXES AND LICENSES

Contractor shall promptly pay, when due, all taxes imposed on or measured by income of the Contractor, excises, license fees, and permit fees of whatever nature applicable to Services which it performs under this Agreement, and shall take out and keep current all required municipal, county, state, or federal licenses required to perform these Services. Contractor shall furnish Northglenn, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Contractor shall promptly pay, when due, unless disputed, all bills, debts, and obligations it incurs performing Services under this Agreement and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by Northglenn.

XXVII. SEVERABILITY

In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

XXVIII. NO THIRD PARTY BENEFICIARIES

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to Northglenn and Contractor and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Northglenn and Contractor that subcontractors and any other persons other than Northglenn or Contractor receiving any benefits from this Agreement shall be deemed to be Incidental beneficiaries only.

XXIX. NOTICE

Any notice or communication between Contractor and Northglenn which may be

required, or which may be given, under the terms of this Agreement, shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class, United States mail, addressed as follows: David Willett, P.E., MBA, Director of Public Works

11701 Community Center Dr., Northglenn, CO 80233

NORTHGLENN: City of Northglenn

CONTRACTOR: WM Recycle America, L.L.C.

Franklin St MRF

Attn: Steve Derus

5395 Franklin St

Denver, CO 80216

With copy to: WM Recycle America, L.L.C.

W132 N10487 Grant Drive

Germantown, WI 53022

Attn: Legal Department

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____

ATTEST:

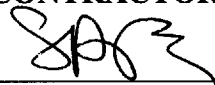
Title

City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONTRACTOR:

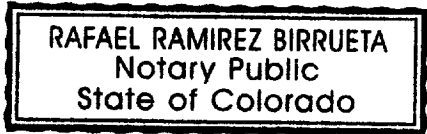
By: 

SCOTT BRADLEY

Print Name

ATTEST:

By: Rafael Ramirez Birrueta



My Commission Expires February 15, 2015

City's Contract # _____

Name of City's Project Manager

Norman Bell

EXHIBIT A
SPECIFICATIONS and SERVICES

Contractor shall accept Recyclables in single stream delivery. Contractor shall have an existing facility that accepts Recyclables delivered by Northglenn vehicles. All Recyclables shall be delivered residential single stream and meet Specifications.

RESIDENTIAL SINGLE STREAM SPECIFICATIONS

Commingled Recyclables, consisting of recyclable glass, aluminum, cans, plastics and papers, generally collected from residential recycling, as follows:

Materials Accepted:

Aluminum food and beverage containers
Glass food and beverage containers – brown, clear, or green
Ferrous (Iron) cans
PET plastic containers with the symbol #1
HDPE plastic containers with the symbol #2
Plastics with symbols #3, #4, #5, and #7
Newsprint
Old corrugated cardboard
Magazines
Catalogs
Cereal boxes
Telephone books
Printer paper
Copier paper
Mail
All other office paper without wax liners
gable top and aseptic milk and juice cartons

Materials Not Accepted, include but are not limited to ("Unacceptable Materials"):

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.
Styrofoam

All glass containers should be empty and free of metal caps and rings.

All tin cans, bi-metal cans, and aluminum cans should be empty.

All aerosol cans must be empty.

All plastic containers should be empty, caps removed.

All Fiber should be dry and free of food debris and other contaminating material.

Tissues, paper towels or other paper that has been in contact with food is not acceptable.

Recyclables may contain up to 10% Unacceptable Materials, provided however, Recyclables may not:

1. Materially impair the strength or the durability of the WM's structures or equipment; or
2. Create flammable or explosive conditions in WM's facilities;
3. Contain dry cell batteries or lead acid batteries;
4. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of WM's property, its personnel or the public; or

5. Contain Excluded Materials defined as any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or other waste not approved in writing by WM.

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

Loads not meeting the specifications may be rejected in whole or in part by WM.

SERVICES:

Northglenn shall deliver Residential single stream and source separated Recyclables, at Northglenn's expense, to 5395 Franklin Street, Denver, CO 80216 ("Franklin Street Facility") between the hours of 7:00am and 5:00 pm, Monday through Friday excluding holidays specified by the Facility. Facility shall be open between the hours of 7:00am and 3:00pm on Saturdays for acceptance of material following these holidays. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by WM at the Facility.

EXHIBIT "B"

SCHEDULE OF COMPENSATION PAID TO NORTHGLENN

Fixed monthly price per ton for Residential single stream recyclable material meeting the Specification through
December 31, 2012 \$32.50/ton