

PUBLIC WORKS DEPARTMENT
MEMORANDUM #2016 - 02

DATE: January 11, 2016
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: David H. Willett, Acting City Manager/Director of Public Works
SUBJECT: Council Resolution 06
Single Stream Recycling Services Contract – Waste Management, Inc.



BACKGROUND

The cities of Northglenn and Thornton have partnered on competitive bids for both landfill and single stream recycling services for the last few years. This method has proven to be advantageous to both cities in terms of favorable pricing and contract efficiency. On December 6, 2012, the City of Thornton received two bids for *2013 Single Stream Recycling Services (Thornton 232-12 RFP)*. Waste Management and Alpine Waste and Recycling, both located in Denver, submitted bids.

Two options were requested in the bid; Option 1, a fixed rate for calendar year 2013 and Option 2, a variable rate calculated on a monthly basis subject to market fluctuations.

Under the contract the city of Northglenn has the option to renew the agreement for up to five (5) additional one year terms. The city of Northglenn exercised our first option in 2015 with Waste Management at a variable rate per ton. Waste Management offered a variable rate per ton for the calendar year 2016, and this will be the third year of the option renewal period. Waste Management is not offering a fixed rate for 2016 because of price volatility in the commodity markets.

BUDGET/TIME IMPLICATIONS

The city of Northglenn has placed an emphasis on recycling and has increased average monthly recycling from 131 tons in 2014 to 148 tons in 2015. Anticipated recycling revenue will vary with commodity pricing.

RECOMMENDATION

The city of Northglenn used Waste Management for recycling services in 2015. Their facility is easy to access and the service has been quite satisfactory.

Attached to this Memorandum is a Resolution that, if approved, would authorize the Mayor to execute a contract between the city of Northglenn and Waste Management, Inc for the 2016 recycling service.

Staff recommends approval of the proposed Resolution.

STAFF REFERENCE

Kent Kisselman, PE, Engineering Manager
Rachelle Plas, Civil Engineer I

kkisselman@northglenn.org
rplas@northglenn.org

(303) 450-4005
(303) 450-4079

ATTACHMENTS

- Resolution
- Contract

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-6
Series of 2016

Series of 2016

A RESOLUTION APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND WASTE MANAGEMENT OF COLORADO, INC. FOR CALENDAR YEAR 2016 SINGLE STREAM RECYCLING SERVICES

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

Section 1. The Service Agreement between the City of Northglenn and Waste Management of Colorado, Inc., attached hereto, for calendar year 2016 single stream recycling services, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this ____ day of _____, 2016.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

SERVICE AGREEMENT SINGLE STREAM RECYCLING

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Northglenn (hereinafter referred to as "Northglenn") Waste Management of Colorado, Inc. (hereinafter referred to as "Service Provider"), or jointly known as the "Parties".

WITNESSETH:

WHEREAS, Northglenn requires Recycling Services (hereinafter referred to as "Project"); and

WHEREAS, Service Provider 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. SERVICE PROVIDER'S SCOPE OF WORK

Service Provider 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 the attached Exhibit "A". These Services are hereinafter referred to in this Agreement as the "Service Provider's Scope of Services", or the "Services". The Agreement Documents consist of:

1. This Agreement; and
2. Approved Amendments to this Agreement

In the event there is a conflict between any of the above listed documents, the provision of the document with the most current Approved Amendments shall govern over the original Agreement.

II. COMPENSATION

In consideration for the recyclable materials delivered to the Service Provider, Northglenn will be paid by the Service Provider for the actual number of tons of recyclables multiplied by the indicated per ton rate in accordance with the Schedule of Compensation in Exhibit "B" attached hereto and incorporated by reference herein. A detailed monthly report shall be rendered by Service Provider, thirty (30) Calendar Days after date of receipt of delivered materials by Northglenn.

Rates for the subsequent renewal terms shall be negotiated and agreed upon by the Parties prior to the beginning of each such renewal term.

III. CHANGES IN SERVICE PROVIDER'S SCOPE OF SERVICES

A. Change in the Service Provider'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 shall be made unless authorized by written amendment executed by the Northglenn City Manager (Manager) or his designee. 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

Service Provider 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

A. All of the Services performed under this Agreement by Service Provider 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.

B. Pursuant to Colorado Law, a Service Provider 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. Service Provider, 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. Service Provider 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 Department of Labor and Employment (the "Department") pursuant to successor program, or the Department Program, which is the employment verification program established by the Colorado Section 8-17.5-102 (5) C.R.S.

3. Service Provider 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. Service Provider shall not enter into a contract with a subcontractor that fails to certify to Service Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform Services under this Agreement.

5. Service Provider 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 Service Provider obtains actual knowledge that a subcontractor performing Services under this Agreement employs or contracts with an illegal alien, Service Provider shall:

a. Notify the subcontractor and Northglenn within three (3) Calendar Days that Service Provider 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 Service Provider 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. Service Provider 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 Service Provider violates any provision of this certification, Northglenn may terminate this Agreement for breach of Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages to Northglenn.

9. The Service Provider'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

Service Provider 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 Service Provider, any subcontractor of Service Provider, or any officer, employee, or agent of Service Provider.

With respect to the general and auto liability coverages specified herein, Service Provider 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.

Service Provider's duty to indemnify Northglenn shall arise at the time written notice of a claim is first provided to Northglenn regardless of whether claimant has filed suit on the claim. Service Provider's indemnification obligation shall include, but not be limited to, any claim made against Northglenn by (1) Service Provider's employee or subcontractor who has been injured on property owned by Northglenn, (2) a third party claiming patent, copyright, or trademark infringement.

VII. INSURANCE

A. The Service Provider 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 Service Provider; (3) independent subcontractors; (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 Service Provider'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 Service Provider against other insurable hazards relating to the Services to be done.

B. Service Provider shall procure and maintain and shall cause any subcontractor of the Service Provider to procure and maintain the minimum insurance coverages listed herein. 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 Service Provider 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 Service Provider shall name Northglenn, its officers, agents, and employees as additional insureds with respect to the extent of indemnification provided in Article VI. A Certificate of Insurance shall be completed and forwarded along with the Additional Insured Endorsement to Northglenn by the Service Provider'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 :
Attn: Johanna Small, City Clerk
11701 Community Center Dr.
Northglenn, CO 80233

D. Failure on the part of the Service Provider or subcontractor 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 Service Provider to Northglenn upon demand, or Northglenn may offset the cost of the premiums against any monies due to Service Provider from Northglenn.

E. Northglenn reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Service Provider 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 Service Provider. The Service Provider shall be solely responsible for any deductible losses under the policies required above.

G. Service Provider 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

It is understood and agreed by and between the Parties that the status of the Service Provider shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time and it is not intended, nor shall it be construed, that the Service Provider is an employee or officer of Northglenn for any purpose whatsoever.

Without limiting the foregoing, the Parties hereby specifically acknowledge that the Service Provider is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Service Provider or some other entity besides Northglenn, that the Service Provider is not entitled to Workers' Compensation benefits from Northglenn and that the Service Provider is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement. The Parties further acknowledge that the provisions of this paragraph are consistent with the Service Provider's insurance obligations which are set forth in this Agreement.

IX. TERMINATION

This Agreement shall terminate on December 31, 2016, or upon Northglenn providing Service Provider with thirty (30) Calendar Days advance written notice, whichever occurs first, unless otherwise provided herein. In the event this Agreement is terminated by Northglenn's issuance of said written Notice of Intent to Terminate, Service Provider shall pay Northglenn for all recyclable materials previously delivered prior to the date of the Notice of Termination. If, however, Service Provider 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. Notwithstanding the foregoing, Northglenn and WM may renew this Agreement by mutual consent for up to five (5) additional one (1) years terms from the date of the original contract of January 2014. The rates shall remain fixed for the initial term. Rates for the subsequent renewal terms shall be negotiated and agreed upon by the Parties prior to the beginning of each such renewal term.

X. 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.

XI. 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.

XII. ASSIGNMENT

Service Provider 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 the City.

XIII. 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 Northglenn a waiver of any subsequent breach of such terms and conditions.

XIV. INSPECTION OF RECORDS

In connection with the Services performed hereunder, Northglenn and any of their duly authorized representatives shall have access to all of Service Provider's non-proprietary books, documents, papers, and any other records of Service Provider which relate to the Services. Service Provider further agrees that such records shall contain information concerning the personnel who performed the Services, the specific tasks they performed and the hours they worked. Service Provider shall retain these records for three (3) years after the termination date of this Agreement.

XV. CONFLICT OF INTEREST

Service Provider 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. Service Provider 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 Service Provider by placing Service Provider's own interests, or the interest of any party with whom Service Provider 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 Service Provider written notice which describes the conflict. Service Provider shall have twenty (20) Calendar Days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to Northglenn.

XVI. COORDINATION OF SERVICES

Service Provider shall fully coordinate its Services with other service providers,
Revised 11/20/15

contractors, or other entities performing work which interfaces with or is affected in any way by Service Provider's Services, and with any interested City or other governmental agencies.

XVII. NON-DISCRIMINATION

Service Provider, 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.

XVIII. ADVERTISING AND PUBLIC DISCLOSURES

Service Provider 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 the Manager or his designee.

XIX. TIME IS OF THE ESSENCE

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

XX. 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.

XXI. 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.

XXII. JOINT VENTURE (IF SUCCESSFUL PROPOSER IS A JOINT VENTURE)

The participants in this Joint Venture shall be jointly and severally liable to Northglenn for the performance of all duties and obligations of Service Provider which are set forth in this Agreement.

XXIII. NORTHGLENN EXECUTION OF CONTRACT

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

XXIV. TAXES AND LICENSES

Service Provider shall promptly pay, when they are due, all taxes, 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. Service Provider shall furnish Northglenn, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Service Provider shall promptly pay, when due, 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.

XXV. 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.

XXVI. 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 Service Provider 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 Service Provider that subcontractors and any other persons other than Northglenn or Service Provider receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

XXVII. NOTICE

Any notice or communication between Service Provider 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:

NORTHGLENN: City of Northglenn
Attn: David Willett P.E.
Acting City Manager
11701 Community Center Dr.
Northglenn, CO 80233

SERVICE PROVIDER: Aaron Collins
Sr. Recycling & Organics Manager
Waste Management
5395 Franklin St.
Denver. CO 80216

EXHIBIT "A"

SERVICE PROVIDER'S SCOPE OF SERVICES

Service Provider shall supply Recycling Services for all approved recyclable materials delivered from Northglenn's residential single stream recycling program.

Northglenn's Requirements:

1. **Delivery:** The Service Provider shall provide recycling services for Northglenn residential single stream recycling materials which are delivered to the Service Provider's facility by Northglenn.
2. **Quantity and Quality of Delivered Single Stream:** During the term of the Agreement, Provider shall be the exclusive provider of the services set forth below and Northglenn agrees to provide one hundred percent (100%) of Northglenn's single stream recyclable ("Recyclables"). Northglenn represents and warrants that it shall provide and deliver Recyclables in accordance with Provider's specifications set forth in Exhibit C (also "Specifications"). In the event the Recyclables do not meet Specifications, Northglenn shall have the sole responsibility for any resulting settlement or adjustments. Recyclables specifically exclude, and Northglenn agrees not to deposit or permit for the deposit for collection of 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 Provider (collectively "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Northglenn at all times. Title to Recyclables provided by Northglenn to Provider is transferred to Provider upon Provider's receipt or collection unless otherwise provided in this agreement or applicable law.

Service Provider's Requirements:

3. **Gate Receipt:** Service Provider shall supply a receipt to the driver for each load delivered. The receipt shall include the following information:
 - Date;
 - Time;
 - Truck/vehicle unit number;
 - Net (empty) weight (if applicable);
 - Gross (loaded) weight;
 - Northglenn's driver's signature.
4. **Location:** The Service Provider's recycling facility which is available for use under this Agreement is as follows:
 - 5395 Franklin Street, Denver, Colorado, 80216

5. **Holiday Hours:** The recycling facility shall be open during reasonable business hours (at a minimum Monday through Friday 7:00 a.m. to 5:00 p.m.). In the event the Service Provider is closed for traditionally observed holidays (ie: New Year's Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas, etc.) the Service Provider shall be open during normal business hours on the next business day following the observed holiday and the following Saturday.

6. **Emergencies:** In case of an accident or emergency involving Northglenn's vehicles and/or employees at the recycling facility, the Service Provider shall contact and/or notify Northglenn's Project Manager within one (1) hour of the incident, and may be required to assist in participating in Northglenn's accident/emergency investigation.

EXHIBIT "B"

SCHEDULE OF PAYMENT

Per ton pricing for Northglenn's residential single stream recyclable material delivered to Franklin St MRF:

Composite ton breakdown adjusted quarterly based on audit completed by Service Provider

Non-fixed price per ton, to be adjusted monthly: See example calculation below

Frequency of how often the index is adjusted: Monthly

Indexes to which pricing is tied: Pulp and Paper Week (PPI) &
Waste & Recycling News
(SecondaryMaterialsPricing.com)

Northglenn acknowledges that the value of the recyclable material may be negative, and result in a tip fee.
Example of Rebate Calculation based on October 2015 values:

Northglenn Residential Single Stream Pricing

Publication	Market	Grade	October-15 Price (High)	Percentage	Value
Pulp & Paper (OBM)	Southwest	ONP # 8	\$65	28.42%	\$18.47
Pulp & Paper (OBM)	Southwest	OCC # 11	\$95	22.97%	\$21.82
Pulp & Paper (OBM)	Southwest	Mixed Paper	\$60	8.49%	\$5.10
Recyclingmarkets.net (SMP)	Houston/PNW	Mixed HDPE	\$240	2.12%	\$5.09
Recyclingmarkets.net (SMP)	Houston/PNW	PET	\$200	3.20%	\$6.41
Recyclingmarkets.net (SMP)	Houston/PNW	Steel/Tin	\$55	2.76%	\$1.52
Recyclingmarkets.net (SMP)	Houston/PNW	Aluminum	\$1,100	1.31%	\$14.36
		Plastic 3-7	(\$31)	2.56%	(\$0.79)
		3 mix Glass	(\$15)	13.43%	(\$2.01)
		Residue	(\$31)	<u>14.75%</u>	<u>(\$4.57)</u>
				100.00%	\$65.37

The index prices and rebate will be adjusted on a monthly basis.
The stream composition will be adjusted on a quarterly basis.

Rebate/Tip Fee Calculation

	<u>To Franklin St</u>
Material Sales Value	\$ 65.37
Less base fee	\$ (72.10)
Available Commodity Value	\$ (6.73)
Customer rebate % (if positive)	50.0%
Customer Rebate/(Tip Fee) per Ton	<u>\$ (6.73)</u>

EXHIBIT "C"

SPECIFICATIONS

FRANKLIN STREET MATERIAL RECYCLING FACILITY

SINGLE STREAM SPECIFICATIONS

Residential Single Stream Recyclables as follows:

MATERIALS ACCEPTED:

Cardboard

Newspaper

Phone Books

Food Boxes/Chipboard

Plastic Bottles (6+ ounces)

Plastic Tubs (4+ ounces)

Plastic Buckets (5 gallons or less)

Cans

Aluminum Foil and Trays

Cartons

Glass Bottles and Jars

MATERIALS NOT ACCEPTED INCLUDE BUT ARE NOT LIMITED TO:

Used paper towels, tissues

Used paper plates, cups, etc.

Metallic wrapping paper

Wax paper, laminated paper

Any paper contaminated with food waste

Loose shredded paper

Polystyrene-Foam (cups, plates, bowls, to-go containers and foam packing material of any kind)

Materials contaminated with food waste/grease

Trash/food waste

Colored plastic film (such as candy and food wrappers or bags, colored plastic bags)

Loose plastic film

Plastic cutlery (forks, knives, spoons)

Non-container glass (cookware, plate glass, window glass)

Motor oil containers

Ceramics

Construction and Demolition Material

Wood

Vinyl Siding

Recyclables may contain up to 8% Unacceptable Materials, provided however, Recyclables may not:

- 1) Materially impair the strength or durability of the Provider's structures or equipment: or
- 2) Create flammable or explosive conditions in Provider'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 Provider'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 the Provider.

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