

SANITATION COLLECTION AND DISPOSAL AGREEMENT
Village of Oaks, MO and Waste Corporation of Missouri, LLC

THIS AGREEMENT is made and entered into this 27 day of December 2017, effective as of January 1, 2018 (the "Effective Date"), by and between Waste Corporation of Missouri, LLC a/k/a WCA of Missouri, LLC ("Contractor") and the Village of Oaks, Missouri ("Village").

1. **Scope of Services.** Contractor shall perform the work and supply the equipment and services specified in ATTACHMENT A, SCOPE OF SERVICES, and elsewhere within the body of this Agreement and its Attachments.
2. **Term of Contract.** The initial term of this Agreement shall begin on November 1, 2017, and shall end on November 30, 2018. The term of this Agreement shall automatically renew for up to four (4) additional one (1) year terms under the same conditions of this Agreement unless one or both parties submit written notice of their intent to cancel the Agreement at least ninety (90) prior to the end of the then current term, or if such annual appropriation for this service is not passed by the Board of Trustee in its annual operating budget.
3. **Pricing Terms.**
 - a. The Contractor agrees to perform all work described in this Agreement for the agreed upon cost. The Village agrees to pay the Contractor \$13.00 per collection point per month for the following services:
 - i. Solid Waste Pick Up with Contractor Provided Storage Container.
 - ii. Recycling Pick Up with Contractor Provided Storage Container.
 - iii. Yard Waste Pick Up.
 - b. For any subsequent year within any Renewal Term for which funds have been appropriated, the base price will be increased by three percent (3.0%) effective November 1st of each subsequent contract year.
 - c. The updated count of collection points shall occur on no less than an annual basis in determining the amount to be paid to Contractor under subsection (a) above, provided, however, such updated count shall be made monthly and a month-to-month adjustment of the amount payable to Contractor shall occur if requested by Contractor. In the event Contractor disputes the updated count provided by Village, Village shall identify the basis for the count to Contractor and Contractor shall provide to Village any information which it believes Village overlooked or misconstrued in establishing the updated count. The parties shall attempt in good faith to reach an agreement on the updated count. In the event they are unable to do so, an actual, physical count of the eligible dwelling units within the areas to be served by Contractor under this Agreement shall be performed by an independent third-party and upon terms agreeable to Village and Contractor, which determination shall be controlling.
 - d. Should Village elect to modify its residential refuse collection and disposal program at a future date by adding regularly scheduled bulky item pickup services under this Agreement, implementing the utilization of refuse carts in one or more areas of the Village in which Contractor provides refuse collection and disposal services, or by combining any portions of the above services, any additional compensation due Contractor shall be based on the monthly prices submitted by Contractor as adjusted pursuant to the RRI. Contractor hereby agrees that it shall, during the Initial Term and any Renewal Term of this Agreement, implement any additional curbside collection services requested by Village provided that Village shall provide Contractor no less than six (6) months written notice of any such modifications to the program and provided further that nothing herein shall obligate Village to utilize Contractor as its provider of additional curbside collection services.
 - e. Village shall not be liable to Contractor for any amounts which may be due and payable Contractor by any third party electing to use "Bulky Express" service as outlined in **ATTACHMENT A, SCOPE OF SERVICES**.
4. **Contract Payment.** The Village will be the sole judge as to the sufficiency of the work performed which it agrees to exercise in good faith. The Contractor agrees that the Village may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the Village's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the Village for replacement of materials or services occasioned by such breach.

5. Insurance Requirements.

- a. *Insurance* - The Contractor shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the Village of Oaks by the Contractor, its agents, representatives, employees or subcontractors. The Village of Oaks shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). Proof of coverage as contained herein shall be available prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period. The policy must cover any claim occurring during the contract period, whether or not a claim is made during that period.
 - i. General Liability Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.
Minimum Limits General Liability: \$2,500,000 General Aggregate Limit \$1,000,000
Products & Completed Operations \$1,000,000 Personal and Advertising Injury \$1,000,000
Each Occurrence Limit \$50,000 Fire Damage Limit \$5,000 Medical Expense Limit
 - ii. Automobile Liability Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.
Minimum Limits
Automobile Liability:
\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit
 - iii. Workers' Compensation Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000.
- b. *Hold Harmless Clause* - The Contractor shall, during the term of this Agreement, including any warranty period, indemnify, defend, and hold harmless the Village of Oaks, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.
- c. *Exemption from Taxes* - The Village of Oaks is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the Village shall not be charged taxes for materials or labor.
- d. *Employment Discrimination by Contractors Prohibited/Wages/ Information* - During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employees involved in this contract the required wages as listed in the applicable prevailing wage order for Clay County, as may be amended from time to time during the term of this agreement.

- 6. Damages/Delays/Defects.** The Village will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the Village may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner. Contractor and/or their sureties will be liable to the Village for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the Village to finish the work. Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the Village will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs. Notwithstanding the foregoing, the Village represents and warrants to Contractor that all public streets, roadways or other surface areas that the Contractor will need to use to perform the waste collection services contemplated by this Contract are able to withstand the weight and impact of Contractor's fully-loaded vehicles. Accordingly, the Village releases and waives any claims it may have or make for any damage to public streets, roadways or other surface areas resulting from the Contractor's performance of the services under this Agreement, excluding, however, from such release and waiver any damages that are caused by the Contractor's negligent acts or omissions and for accidents for which the Contractor is determined to be at fault. Contractor shall immediately report, to the Village, or a duly authorized representative, any accident whatsoever arising out of the performance of this Agreement, especially those resulting in death, serious injury or property damage. Contractor shall diligently endeavor to obtain and provide full details and statements from any witnesses.

7. Responsibilities.

- a. The Village shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the Village and on whose actions and approvals the Contractor may rely.
- b. The Contractor's responsibilities and obligations under this Agreement shall be temporarily suspended and excused in the event of strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The Village and the Contractor shall agree , in writing, for any such delay or cancellation of performance.
- c. Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and

complete the contract as specified.

- d. All equipment will be of such type and in such condition so as not to cause any damages to Village property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and Village regulations, including EPA NESHAPS.
- e. All material will be of a type and quality mutually agreed upon by the Village and Contractor. Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.
- f. Contractor agrees to obtain and maintain, during the term of this Agreement, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this Agreement. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.
- g. Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.
- h. Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

8. Termination of Agreement.

- a. With Cause – If Contractor fails to perform his duties as specified in this Agreement, the Village through its appointed representative, shall notify the Contractor to correct any default under the terms of this Agreement. Such notification may be made by telephone or in writing. If the Contractor fails to correct any default within thirty (30) days after notification of such defaults, the Village shall have the right to immediately terminate this Agreement by giving the Contractor ten (10) days written notice of termination.
- b. Dispute Resolution- In the event that the parties have a dispute regarding the terms or meaning of this Agreement, the parties will choose a mediator acceptable to both sides to hear the dispute and attempt to reach agreement. If the mediator is unable to assist the parties in reaching an agreement, the parties agree that the agreement will be deemed as terminated without cause. The Village shall determine the effective date of such termination to insure no interruption of service to its residential customers not to exceed (90) days from the date of the unsuccessful mediation.

9. Warranty. Contactor shall, within ten (10) days of written notice from the Village, correct any work found to be defective.

10. Affidavit of Work Authorization.

Pursuant to 285.530 RSMo, the Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- Having on file an AFFIDAVIT OF WORK AUTHORIZATION and

- Providing documentation as requested affirming the bidder's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.

IN WITNESS WHEREOF, Waste Corporation of Missouri, LLC Disposal of Western Missouri has caused this Agreement to be executed by its duly authorized officers, and the Village, acting by and through the Board of Aldermen, has authorized this agreement to be executed the day and year first written above.

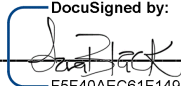
Village of Oaks, MISSOURI

DocuSigned by:
By: Peter A. Nielsen December 27, 2017 | 08:18 CST
2604D06159A6454...
Title: Chairman of the Board of Trustees

Attest: _____

Title: Village Clerk

WASTE CORPORATION OF MISSOURI, LLC a/k/a WCA OF MISSOURI, LLC

DocuSigned by:
By:  December 27, 2017 | 08:19 CST
F5F40AEC61F1490...
Title: Sales

Attest: _____

Title: _____

ATTACHMENT A, SCOPE OF SERVICES

1. Introduction

The Village of Oaks wishes to contract its residential solid waste, recyclables and yard waste collection with Waste Corporation of Missouri, LLC. The prices that the Village will pay Contractor are negotiated rates.

2. Collection Services and Requirements

- a. Contractor shall collect residential solid waste and recyclables appropriately placed at the front curb of eligible dwelling units once every week on the specified collection day.
- b. Contractor shall provide all eligible units one container for collecting solid waste (64 or 96-gallon size) and one container for collecting recycling (64 gallon size). Containers damaged from normal use will be repaired or replaced by Contractor. Containers lost, stolen or damaged for misuse or abuse by a resident shall be subject to Contractor's customary replacement charge.
- c. Solid waste collection is limited to the capacity of the provided container. Contractor will only pick up collection bags that are not in the container if they are marked with a bag tag.
 - i. Tags referred to as "Bag Tags" will be purchased by the Village from Contractor for \$1.50 per tag. The tags will be available to eligible dwellings at a price set by the Village and must be affixed to bags that will not fit in the provided container in order for those bags to be picked up by Contractor.
- d. Contractor shall provide unlimited residential recycling collection services to eligible units within Village as long as the recyclable material is consistent with quantities generated from a residential setting and is properly prepared. Contractor shall collect recyclable materials that weigh no more than forty (40) pounds for any single bin. Contractor shall not be required to collect recyclable materials that weigh more than forty (40) pounds for any single bin.
- e. Contractor shall observe Village ordinances relating to obstructing streets, keeping passageways open and protecting same, and shall obey all laws and Village ordinances controlling or limiting those engaged in work.
- f. Contractor is not granted exclusive use of Village streets. Contractor shall pull aside at first opportunity to allow waiting vehicles to pass if Contractor's vehicle blocks passage.
- g. Contractor shall use good faith efforts to handle collection of solid waste and recyclable materials in a manner that will minimize inconvenience and annoyance to the general public and property owners. For example, and without limitation, Contractor shall avoid unnecessarily throwing collection bins in manner that may cause damage or unreasonably place collection bins in locations other than where they were placed for collection.
- h. Contractor shall, upon notification from the Village, collect residential solid waste and recyclable materials at the designated area in front of the eligible dwelling unit so deemed by the Village as a disability stop at no additional cost to Village.
- i. Handicapped residents that are the sole occupant shall receive "roll out" service, i.e. WCA driver shall roll the cart from the front of home to curb for service and return same following service, at no additional charge (verification required).

3. Collection and Disposal

- a. Contractor shall provide "single stream" collection of recycling materials, which means that recyclable materials shall be collected in packer type vehicle and that Contractor shall not be required to engage in curbside sorting, except as specifically provided herein.
- b. Contractor shall recycle all recyclable materials collected under this program and not otherwise dispose of such recyclable materials except with advance knowledge and written agreement of Village.
- c. Contractor shall process and ship recycled materials to such domestic and/or foreign markets as it deems appropriate at its sole discretion and in its sole determination. Village encourages Contractor to maximize the use of local markets to the greatest extent possible.
- d. Materials that are eligible for recycling are as follows: Refer to Attachment D (attached).

4. Yard Waste Collection

7. Village Collection Services

Contractor shall provide service at Village facilities and Village events based on the following prices agreed upon by Village and Contractor:

40 yd. open top dumpster	\$310.00 per dump.
40 yd. packer	\$155.00 per pull <u>plus</u> \$34.00 per ton (for which Contractor will provide tonnage tickets) plus monthly rental of \$175.00.
30 yd. comingled recycle container	\$225.0 for one (1) pull per week
8yd. trash container	\$99.00 per week.
6yd. trash container	\$89.00 per week.
4yd. trash container	\$75.00 per week

8. Reporting

- a. There is currently no reporting required other than the monthly billing statement.
- b. If reporting requirements change, the Village will provide a minimum of three months notification. Examples of the type of reported information includes all quantities collected, processed, marketed, by ton and material type on a monthly and annual basis. Monthly and annual reports would follow a format that is mutually agreed upon by Village and Contractor.
- c. If requested, Contractor shall assist Village in determining program participation rates.

9. Violations

- a. In the event of an improperly prepared set out, Contractor shall leave all refuse curbside with a Village approved tag, sticker or other approved communication specifying the violation.

10. Contractor's Office, Communications and Complaints

a. Contractor shall maintain an office open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday where communications and complaints from the Village can be received. Calls must be answered within 5 minutes of a caller being placed on hold. Calls sent after 5:00 p.m. will be received by a voicemail system or an answering service. These calls must be returned the next business day. Contractor shall provide a list of telephone numbers and responsible persons in charge during days Contractor is providing residential collection services to the Village. The Contractor's office shall be equipped with internet capabilities were communications or complaints from the Village can be sent electronically to a valid web site, e-mail address, instant message site, text message number, etc. The Contractor office contacts are:

- i. Telephone Numbers Larry Kissick – WCA Supervisor – 816-985-6135 // Sara Otte – WCA Consultant – 816 – 602 – 9318 // Office – 816-380-5595
- ii. Contractor Web Site wcawaste.com__
- iii. Email Addresses Route Supervisor - Rachel Thomas @ rachel@townandcountrydisposal.net__
- iv. Responsible Persons Larry Kissick // Rachel Thomas_____
- v. Other Contact Methods mywcawaste.com & submit request form_____

- b. Contractor shall notify the Village ninety days prior to any Contractor office contact changes.
- c. Contractor shall provide a liaison between field crews and Village for purposes of effectively communicating with regard to any issue impacting the residential collection services being providing under this Contract.
- d. Contractor shall provide Village with an emergency phone number where Contractor can be reached outside of required office hours.

- i. Emergency Telephone Number _____ Rachel Thomas @ 816/783-0699 _____

- e. Contractor shall be available to provide services necessary to resolving service complaints. All service complaints shall be handled by Contractor in a prompt and efficient manner.
- f. If requested, the Contractor shall, at the conclusion of the collection day, provide to Village a listing of all service issues received that day and information on the status and/or resolution of each issue. In reporting the action taken, irregularities such as let setouts or violations should be noted to distinguish between valid and invalid complaints. As a general rule, all issues should be resolved by the end of the collection day. If not resolved that day, any outstanding issue must receive prompt attention the beginning of the next work day. Notwithstanding the foregoing, any issue not resolved as provided in ATTACHMENT B is subject to imposition of an administrative charge as provided therein.
- g. Contractor shall confer with Village Board of Trustees or designee, for purposes of resolving any question as to whether any particular residential dwelling unit is entitled to receive collection services under this Contract.

ATTACHMENT B, UNRESOLVED COMPLAINTS

It is the intent of Village to ensure that Contractor provides quality service in the performance of the Village's refuse collection and disposal program. To this end, the following process will be used to accomplish quality performance.

Complaints regarding the services provided by Contractor can be submitted directly by Village resident or Village staff using the Contractor office contacts. Contractor will investigate the complaint and respond to the Village resident and Village staff regarding the resolution of the complaint. This level of communication constitutes routine quality assurance and quality control for the program.

After two (2) late collections have been made on successive days or on the same collection day in two (2) successive weeks, Contractor may be required to submit, within five (5) days of notification, a written outline of the steps Contractor will take to avoid future late collections.

If a service problem is not resolved through regular oral or electronic communications, Village staff may choose to issue a written notification. If the problem continues after receipt of the written notice advising Contractor of the problem and establishing a timeframe for resolution, Contractor and the Village shall meet in a good faith effort to resolve the problem.

SPECIAL INSTRUCTIONS AND CONDITIONS

It is the intent of Village to ensure that Contractor provides quality service in the performance of this program. To this end, the following process will be used to accomplish quality performance:

1. Village residents or Village staff will use any of the available Contractor office contact methods to notify Contractor of any complaints regarding the services provided by Contractor. All complaint notifications sent by Village residents or Village staff at 9:30 a.m. or earlier will be resolved by Contractor and reported to the Village resident and the Village staff by 3:30 p.m. on that same calendar day. All complaint notifications sent by Village residents or Village staff at 9:31 a.m. or later will be resolved by Contractor and reported to Village by 2.00 p.m. the following calendar day. This level of communication constitutes routine quality assurance and quality control for the program.
2. If requested, Contractor shall provide to Village a listing of all service issues received and information on the status and /or resolution of each issue in a format acceptable to Village. In reporting the action taken, irregularities such as late setouts or violations should be noted to distinguish between valid and invalid complaints.
3. Failure to remedy the complaint(s) after Contractor is notified of a complaint or otherwise violating certain provisions of this Contract will result in an administrative charge against the Contractor. In such an event, it is hereby agreed that the Village may withhold from any monies due or which may become due to the Contractor, request credit against the next month service charges or otherwise invoice Contractor administrative charge in the following amounts:
 - a. Failure or neglect to resolve collection complaints or present an alternative resolution by the close of next business day -- first violation at a given address during any 12 month period shall result in a penalty of \$25.00, the second violation at the same location during the same 12 month period shall result in a penalty of \$50.00, the third and subsequent violations at the same location during the same 12 month period shall result in a penalty of \$100.00 per violation;
 - b. Failure to repair and/or replace damaged refuse cart if damage is caused by Contractor by close of the next business day following proper report of such damage-- \$25 per cart or cost of repair /replacement, whichever is greater;
 - c. Failure or neglect to fully complete a route on the regular scheduled day -- \$200 per route, unless Village designee has been contacted, the delay identified and a resolution plan established;
 - d. Failure to clean up spillage caused by Contractor -- \$200 per incident or cost paid by the Village for third party to clean up, whichever is greater, unless Village designee has been contacted, the delay identified and a resolution plan established;
 - e. Failure to collect any portion of a route on day of scheduled collection -- \$200 per incident, unless Village designee has been contacted, the delay identified and a resolution plan established;
 - f. Failure to repair damage to customer property caused by Contractor -- Cost of Repair to Village. Contractor shall have reasonable opportunity to investigate any such damage and determine the cause of the incident. Should the Contractor be responsible for such damage, reasonable time shall be allowed for Contractor to initiate repair resolution with Village being informed of the time for repair(s);

- g. Failure to maintain equipment in a clean, safe, and sanitary manner – \$500 per incident. Contractor shall maintain all vehicles in compliance with applicable DOT rules and regulations;
 - h. Failure to have vehicle operators properly licensed – \$500 per incident;
 - i. Failure to display Contractor's name and phone number on each collection vehicle – \$500 per vehicle;
 - j. Failure to comply with the hours of operation as required by this Contract – \$200 per incident, unless Village has been notified of extraordinary events causing routes to run longer than normal; and
 - k. Failure to provide proper notification of collection day changes – \$200 per incident. Contractor shall be responsible for coordinating any collection day changes in service as approved by Village designee and allow sufficient time for all residents to be informed of such change.
4. If Village determines that Contractor's performance or handling of complaints is not satisfactory and is affecting the Village's refuse collection and disposal program, Village may require Contractor to either: 1) submit, within five (5) days of notification, a written outline of the steps Contractor will take to avoid future late collections or problems or 2) to meet with Village to discuss service problems and provide a correction plan to the Village's satisfaction. This requirement is in addition to other requirements or consequences outlined in this Contract.
5. In the event that Contractor's record of performance shows that Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required by this Contract, and even if Contractor has been assessed administrative charges or has corrected each condition of default, Contractor shall be deemed a "habitual violator." All defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. Village shall notify Contractor in writing that a further violation will result in Contract termination and Village may invoke any legal remedy that may apply.
6. Nothing within this ATTACHMENT C shall be construed to prohibit Village from electing to pursue any and all remedies that might otherwise be available to it, whether in law or equity, in the event Contractor shall be in material default or breach of any material provision of this Contract, or in the event that Contractor's actions or inaction in performing under this Contract results in the Village's incurring any liability to a third party which cannot be satisfied by the administrative charge(s) specifically set forth herein.

ATTACHMENT C, DEFINITIONS

Bulky items. Items to be discarded, common to a household, which weigh more than 40 pounds or have a combined dimension of length, plus width, plus height that exceeds one hundred (100) inches.

Dwelling unit. Any room or group of rooms located within a dwelling, and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking, and eating.

Eligible dwelling unit. Two (2) or fewer dwelling units housed under a common roof.

Hazardous materials. Materials that, by law, are banned from local landfills and /or from curbside collection.

Recyclables. These items include all aluminum and metal food cans, aluminum trays and foil, steel cans and tins. Plastics shall include PET soda, milk, water and flavored beverage bottles (#1 clear and green plastic resin), HDPE detergent and fabric softener containers (#2 colored plastic resin), PVC narrow neck containers (#3 plastic resin) typically found in health and beauty aide products or household cleaners, LDPE grocery containers (#4 plastic resin) typically found in margarine or butter tubs, frozen dessert cups, six and twelve pack rings, PP grocery containers (#5 plastic resin) typically found in yogurt cups or narrow neck syrup and ketchup bottles, #7 plastic resin grocery narrow neck containers, newspapers including inserts, magazines, catalogues, telephone books, brown paper bags, office paper, computer paper, notebook paper and gift-wrapping, chipboard (cereal, cake, mix, gift boxes, etc.), carrier stock (soda and beer can carrying cases), paperback books and cardboard.

Solid Waste. All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking and consumption of food materials of animals, vegetable or synthetic origin which are intended for and are used by residents for the refreshment or sustenance of human beings or animals. Solid waste shall not include dead animals, animal parts, household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waster or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls roofs, roads, streets walks or other facilities and such items of rubbish whose weight, size and dimension require more than one person to remove.

Yard Waste. Organic, compostable materials generated from residential property within the Village.

Attachment D



Save and Post!

Single-Stream Recycling Guide

You can now place all recyclables in one bin!

NO

- plastic bags
- windows
- glass
- scrap metal
- Tyvek® envelopes
- plastic 6-pack holders
- needles or syringes
- plastic microwave trays
- frozen food, ice cream or frozen juice containers
- mirrors, ceramics or Pyrex®
- light bulbs, plates or vases
- drinking glasses, window glass
- hazardous or bio-hazardous waste
- plastics other than those listed
- tissues, paper towels, napkins
- waxed paper or waxed cardboard
- Styrofoam® or paper to-go containers

plastic bags

NO GLASS

Styrofoam® & paper to-go boxes & cups

Opened mail & greeting cards

Paper egg cartons

Paperboard boxes

File folders

Blueprints

Magazines, brochures & catalogs

White or pastel office paper

Newspapers & inserts (no bags)

Phone Books

Corrugated cardboard & paper bags

flatten

Paper-back books

NEW!

Empty aerosol cans (no caps)

NEW!

#1-7 Plastic tubs & screw-top jars (no lids, no #7 PLA compostables, do not flatten)

NEW!

#1-7 Plastic bottles & jugs (no lids, no #7 PLA compostables, do not flatten)

Cans (do not crush or flatten)

Clean, balled aluminum foil (2" or larger) and pie pans

Loose metal jar lids & steel bottle caps

Pizza Box

No need to remove: paper clips, stamps, address labels, staples, tape, wire, metal fasteners, rubber bands, spiral bindings, plastic tabs.

Please flatten all cardboard boxes.

Empty and rinse all containers. Do not flatten containers.

Please follow these guidelines carefully.

WCA

aim for **zer** waste

Single-Stream Recycling

Certificate Of Completion

Envelope Id: 5B9CAF62E7A34B1D96D47869BE5CFF98	Status: Completed
Subject: Please DocuSign: Village_of_Oaks_Agreement_with_WCA_-_2017_-_WCA_Changes_-_accepted.doc.pdf	
Source Envelope:	
Document Pages: 12	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sara Black
Time Zone: (UTC-06:00) Central Time (US & Canada)	1330 Post Oak Blvd
	Floor 30
	Houston, TX 77056
	sblack@wcamerica.com
	IP Address: 136.33.91.127

Record Tracking

Status: Original Dec 28, 2017 15:49	Holder: Sara Black sblack@wcamerica.com	Location: DocuSign
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Signer Events

Sara Black
sblack@wcamerica.com
Sales
WCA Waste Corporation
Security Level: Email, Account Authentication (None)

Signature

Completed

Using IP Address: 136.33.91.127

Timestamp

Sent: Dec 28, 2017 | 15:51
Viewed: Dec 28, 2017 | 15:51
Signed: Dec 28, 2017 | 15:52

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Peter Nielsen
peter.nielsen@cmitusa.com
Security Level: Email, Account Authentication (None)

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Sent: Dec 28, 2017 | 15:52
Viewed: Jan 7, 2018 | 22:53

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	Dec 28, 2017 15:52
Certified Delivered	Security Checked	Dec 28, 2017 15:52
Signing Complete	Security Checked	Dec 28, 2017 15:52
Completed	Security Checked	Dec 28, 2017 15:52

Payment Events

Status

Timestamps