

RESOLUTION NO. 24

SERIES 2018

**A RESOLUTION OF THE CRESTED BUTTE TOWN
COUNCIL AMENDING THE REFUSE AND RECYCLING
COLLECTION AND DISPOSAL AGREEMENT WITH
WASTE MANAGEMENT OF COLORADO, INC.**

WHEREAS, the Town of Crested Butte, Colorado ("**Town**") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado; and

WHEREAS, the Town presently contracts with Waste Management of Colorado, Inc. ("**WMI**") for WMI's provision of refuse and recycling collection and disposal services for residential dwellings located in Crested Butte; and

WHEREAS, the five year contract for WMI's provisions of such services was approved in December, 2016; and

WHEREAS, the WMI has requested the Town amend the contract in light of unforeseeable challenges in the recycling markets worldwide resulting in increased costs for recycling; and

WHEREAS, the Town Council has determined that it is appropriate that the Town accommodate the requested increase given the importance of recycling to the constituents of the community; and

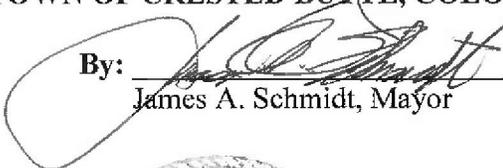
WHEREAS, the Town Council finds that it is in the best interest or the health, safety and general welfare of the Town, its residents and visitors to enter into the First Amendment to the Refuse and Recycling Collection and Disposal Agreement as set forth herein below.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, RESOLVES:

The Town Council hereby approves the First Amendment to the Refuse and Recycling Collection and Disposal Agreement attached hereto as **Appendix "A"** ("**Amendment**"). The Mayor and Town Clerk are hereby authorized to execute the Amendment in substantially the same form as attached hereto.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE THIS 15TH DAY OF OCTOBER 2018.

TOWN OF CRESTED BUTTE, COLORADO

By: 
James A. Schmidt, Mayor

ATTEST:


Lynelle Stanford, Town Clerk



**FIRST AMENDMENT TO REFUSE AND RECYCLING
COLLECTION AND DISPOSAL AGREEMENT**

THIS FIRST AMENDMENT TO REFUSE AND RECYCLING COLLECTION AND DISPOSAL AGREEMENT (this "Amendment"), effective January 1, 2018, is by and between Waste Management of Colorado, Inc., with offices at 222 S. Mill Avenue, Suite 333, Tempe, AZ 85281 ("WM"), and the Town of Crested Butte, Colorado ("TOWN"). Capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

RECITALS

A. WM and the TOWN are parties to that certain Refuse and Recycling Collection and Disposal Agreement dated December 19, 2016 (the "Agreement").

B. WM and the TOWN desire to amend the Agreement to adjust the WM compensation and to establish certain specifications regarding recyclable materials collected hereunder, as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. The monthly residential rate described in Section 3(A) is hereby changed to \$21.38. This rate adjustment is based on the calculations set forth in Attachment 1 to this Amendment.

2. Section 7 of the Agreement is hereby replaced by the following:

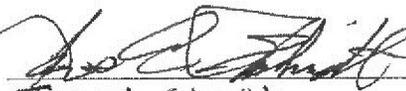
"For purposes of this Agreement, recyclables shall consist of the materials described as such in Exhibit A attached hereto. All recyclables collected by WMI shall be delivered to WMI's recycling facility in Grand Junction, Colorado."

3. Except as otherwise provided in this Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

**WASTE MANAGEMENT OF
COLORADO, INC.**

TOWN OF CRESTED BUTTE

By: 
Name: Frank Santiago
Title: Area Manager, Public Sector Solutions - WM
Date: 10/24/2018

By: 
Name: James A. Schmitt
Title: Mayor
Date: 10-15-2018

APPENDIX "A"

Refuse and Recycling Collection and Disposal Agreement

[attach unexecuted draft here]

Attachment 1

Crested Butte

Extraordinary Residential Rate Increase Request

	Variable	\$/Unit Impact	Source/Formula
Tons/Month	A	9	Source: 2017 Diversion Rpt
Billable Units (homes)	B	1,055	Source: WM Billing System
Tons/Home/Month	C	0.0089	A / B
Services/Month	D	4.33	Weekly Service(52/12)
Lbs/Home/Service	E	4.12	A*2000/(B*0)

Material Stream Value

Commodity Value/Ton Sold - Current	F	\$ 80.97	Source: Attached Characterization Comparison
Commodity Value/Ton Sold - Prior	G	\$ 122.01	Source: Attached Characterization Comparison
Change/Ton	H	\$ (41.04)	F-G
Impact/Home/Month	I	\$ 0.37	-H/C

Processing Cost

Processing Cost/Ton - Current	J	110.07	Source: Attached Operating Cost Summary
Processing Cost/Ton - Prior	K	96.81	Source: Attached Operating Cost Summary
Increase in Processing Cost/Ton	L	\$ 13.26	J-K
Impact/Home/Month	M	\$ 0.12	L*C

Residual Change

Current %	N	2.7%	Source: Attached Characterization Comparison
Prior %	O	2.2%	Source: Attached Characterization Comparison
Change	P	0.4%	N-O
Current Residual Tons/Month	Q	0.25	N*A
Prior Residual Tons/Month	R	0.21	O*A
Change in Residual Tons	S	0.04	Q-R
Change in Tons/Home/Month	T	0.0000	S/B
Disposal Cost/Ton	U	\$ 53.15	Source: Attached Characterization Comparison
Impact/Home/Month	V	\$ 0.00	T*U
Total Impact/Home/Month	W	\$ 0.49	I+M+V

**EXHIBIT A
RECYCLABLES SPECIFICATIONS**

RECYCLABLES must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 – with screw tops only - empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans – empty	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green – empty*	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

DELIVERY SPECIFICATIONS:

Materials placed for collection may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

WMI may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and residents shall pay WMI for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for WMI's operating or profit margin ("Cost"). Without limiting the foregoing, WMI may invoice customers a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

Company reserves the right upon notice 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. Collected Recyclables for which no commercially reasonable market exists may be landfilled.

* Glass may not be accepted in all locations. Cartons, aseptic containers and other plastics may be allowed if approved in writing by WMI.

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Title: Area Manager, Public Sector Solutions - WM

Date: 10/24/2018

By: 

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Title: Mayor

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