

SCSWA COMMERCIAL RECYCLING SERVICE GUIDELINES

F1.1 Collection Time/Placement

SCSWA containers must remain in the same location they were delivered. If the containers are not in the same location delivered, they will not be serviced. Customer may request a container to be relocated and provide a possible relocation location provided that the proposed location meets the placement requirements as outlined in this section; however, the container will have final placement determined by SCSWA authorized staff in order to ensure the serviceability of the container. Due to unforeseen problems on the route, SCSWA cannot guarantee the same time of pick-up each day. Customer is required to provide unobstructed access to the equipment at all times on the schedule collection days. If the equipment is located behind a gate, the gate must be unlocked and opened as SCSWA is not responsible for opening/closing and or unlocking/locking gates. Equipment to which clear and unobstructed access is not provided will not be serviced. **SCSWA shall not be liable for damage to any private property of any route reasonably necessary to perform the services contracted and customer assumes all liabilities if damage occurs.**

F1.2 Containment

Do not overload the container as container with recyclable material exceeding the top may NOT be emptied. Do not put boards, bags or any excess materials on the sides of the containers. SCSWA container are not to be modified except by SCSWA authorized staff.

F1.3 Unacceptable Materials/Waste and Weight

Do not to place any waste materials (any items not listed as acceptable or fitting within the general category of acceptable material), hazardous, radioactive, toxic, explosive, or corrosive materials (including tires, oil, paint, batteries, and antifreeze) into the recycling container provided up by SCSWA. Appliances (including washers, dryers, water heaters, and refrigerators) and furniture (including couches, bed frames, and mattresses) cannot be placed into any SCSWA recycling commercial containers. Presence of unacceptable material exceeding 10% of the volume of materials present may be rejected as contamination. **The Customer agrees to be solely liable for any and all required remedial action to service of the rejected load. Rejected load WILL result in service fee of \$25.00, applicable solid waste disposal tipping fees and applicable taxes.**

Containers with unacceptable waste/materials and heavy material such dirt, rock, concrete, block tiles, cactus, shingles, manure or other heavy materials, may be too heavy for the truck to dump. If SCSWA's truck is unable to dump the container, the Customer will be responsible for partially emptying the container in order to lighten the load (additional fees may apply if a second trip is needed to empty the container).

Customer agrees to reimburse SCSWA for any regulatory fines attributable to the Customer improperly packaging, manifesting, or labeling the recyclable material picked up and transported by SCSWA. Service is subject to immediate cancellation if any of the above mentioned materials are placed into the recyclables collected.

F1.4 Service Frequency

Customer will be placed on a service route based on regional routing. SCSWA will make attempt to accommodate service day requests; however, this is at the discretion of SCSWA. Customer agrees to minimum service frequency of once per week collection. Customer requesting reduced service frequency to once every two weeks or on-call pick-up (not to exceed 4 pick-ups per month) and will be charged the minimum service fee for once a week collection per applicable container.

F1.5 Service Frequency Change and Container Requests

Customer requesting modification of their recycling service frequency (increase or decrease service collection) must provide a written request. Requests must be received by SCSWA on or before the last Friday of the current service month. Service frequency changes will become effective within the next service period.

Customer needing an additional container or decrease in existing container count must provide SCSWA with a written request on or before the last Friday of the current service month. Containers will be scheduled for delivery or removal to become effective by the last day of the current service month. In an event that the final Friday occurs on an observed holiday or closure (see Holiday/Closure Schedule at <http://www.scswa.net/>), a written request must be received by the preceding business day.

F1.6 Equipment

Customer agrees that all reusable equipment shall remain the property of SCSWA. The equipment shall be utilized only for its intended use and shall not be moved or altered. Customers shall not disfigure or cover up any numbering, lettering, or insignia displayed on the equipment and shall see that the equipment is not subjected to careless and unusually or needlessly rough usage. Customer shall be liable for all loss or damage to such equipment at SCSWA's discretion (except for normal wear and tear and for loss or damage resulting from SCSWA's handling of the equipment).

Customer shall indemnify, defend and hold harmless SCSWA from and against all losses arising from an injury or death to person or loss or damage to property arising out of Customer's use, operation, or possession of the equipment. SCSWA shall have the right to take possession of any or all items of the equipment without demand, notice or legal process, wherever they may be located. Customer hereby waives any and all damages occasionally by such taking of possession.

F.1.7 Missed Collections

If your location is skipped/not serviced due to obstruction of the container, you may request that we return to your location later that same day. **We will honor these requests at our discretion.**

F1.8 Extra Collections

For an excessive amount of recyclables to be disposed of which will not fit in the container, please contact SCSWA's Recycling Coordinator. An additional collection can be scheduled with an additional charge of \$25 per service pick-up/per container.

F1.9 Billing and Payment

Customer agrees to pay recycling service fees and any applicable fees (extra collection, etc.) incurred under the service agreement. Recycling services will be invoiced by mail monthly through our fiscal agent, City of Las Cruces. These fees will be charged via invoice prior to services performed, excluding some additional fees (extra collections) incurred after scheduled service has been performed.

F1.10 Unpaid Balance and Collections

Customers with unpaid balance greater than 60 days may result in SCSWA removal of equipment and recycling service account cancelled. Unpaid balance may be sent to collections.

F1.11 Cancellation Policy

Customer may request to cancel service, in writing to SCSWA after 60 days of service origination. The written request to cancel service must be received by SCSWA on or before the last Friday of the current service month. In an event that the final Friday occurs on an observed holiday or closure (see Holiday/Closure Schedule at <http://www.scswa.net/>), a written request must be received by the preceding business day.

You may cancel your service via e-mail to cs-scswa@las-cruces.org.