



Laurel Ridge("WM")
13805 E Cherokee Dr
Ball Ground, GA 30107
678-380-3339

WM Agreement #
Customer Acct #
Acct. Name
Salesperson

Laurel Ridge
Lisa Caviness

Homeowner Association Service Agreement

Homeowner Association Information				Term Information	
Association Name:	Laurel Ridge	Contact Name	Peter DeMilio	Effective Date	1/1/2024
Association Total Unit Count:	47	Telephone #	(770) 889-3012	Term Length	Initial Term is 36 months from the Effective Date. After the Initial Term, this Agreement shall automatically renew thereafter for additional successive terms of 12 months (each, a "Renewal Term"), unless terminated as set forth in Sections 3 or 7 of the Terms and Conditions.
Street Address:	125 Laurel Ridge Dr	Email:	board@lrhoa.org		
City State Zip:	Alpharetta, GA 30004	Billing Method	WM bills residents		
County	Cherokee				

Equipment & Service Summary				
Material Stream	Cart Size	Collection Frequency	Total Unit Count ¹	Monthly Rate ^{2&3} (per Unit)
Waste Materials	96 gallon	Weekly	47	\$15.12
Recyclables	64 gallon	Weekly	47	\$3.24

Schedule of Supplemental Charges ³			
Valet/Walk-up Service (per month)	NA	Container Exchange (per cart)	NA
Overage (per incident)	NA	Cart Removal (per cart)	NA
Contamination (per incident)	NA	Additional Cart (per cart)	\$10.80 Trash / \$8.75 Recycle
Hard to Service (per unit)	NA	Administrative Fee ⁴	NA
Delivery Charge (per cart)	NA		

Special Program Instruction/Comments
<p>~ Rate will be firm for 12 months with an 8% annual rate increase in years 2 and 3.</p> <p>~ Supplemental fees and administrative fee outlined below are waived.</p> <p>~ HOA agrees to maintain an 80% participation level or better to qualify for special pricing. WM will allow a 12-month "ramp up" period for the HOA to achieve the participation level. The 12-month period will begin on the service agreement's effective date. If the minimum participation level is not met, a 5% penalty will be added to the base rate in year two.</p> <p>~ WM may reduce recycling to every other week. In the event the HOA does not agree, the HOA may terminate this service agreement with at least a thirty (30) day written notice to WM within six (6) months of the service adjustment or continue this service agreement without any level of recycling collection.</p> <p>~ All trash and recycling must be at curbside by 6:00 a.m. on the scheduled collection day.</p> <p>~ All trash must be bagged and fit inside the cart with the lid closed. Trash outside of the cart will not be accepted.</p> <p>~ All recycling fit inside the cart with the lid closed. Recycling outside of the cart will not be accepted.</p> <p>~ Do not bag recycling.</p> <p>~ Personal carts/containers will not be accepted.</p> <p>~ This proposal is valid if signed and returned by 11/30/2023.</p>

¹ Total unit count subject to change monthly based on new unit builds.

² The above listed monthly rates are for recurring regularly scheduled services only. Charges for all additional services will be at rates specified in the Schedule of Supplemental Charges.

³ **The monthly rate and supplemental fees do not include, and are subject to, an Energy Surcharge.** Information about the Energy Surcharge can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges.

⁴ An Administrative Fee will be assessed per invoice and can be removed by enrolling in paperless statements and automated payments. This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Association should expect WM to increase Charges as allowed by Section 8(b) and to seek other price increases subject to Association's consent under Section 8(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Association's payment of, or failure to object to, the price increase.

This Homeowner Association Service Agreement ("Agreement") is made as of the Effective Date shown above by and between the Waste Management Affiliate identified immediately below ("WM") and Association named below. The individuals signing on behalf of WM and Association each acknowledge that he/she/they has read and understands the following terms and conditions, which are hereby incorporated into this Agreement, and that he/she/they has the authority to sign on behalf of WM and Association, respectively.

Association Signature

Printed Name

Title

Date

WM Signature

Printed Name

Title

Date

Terms and Conditions

1. DEFINITIONS.

- a. **"Contamination"** refers to materials placed in a Recyclables container other than Recyclables.
- b. **"Contamination Charge"** means an amount charged to Customers with reimbursement to WM, to compensate WM costs for separating non-Recyclables placed in Recyclable's cart, or for arranging special, unscheduled collections due to placement of non-Recyclables in Recyclables containers.
- c. **"Customer"** means a residential premise located within the geographical area encompassing all of the residences which are subject to any of the rules of Association as of the Effective Date of this Agreement and any additional geographical area(s) encompassing any additional residences that become subject to any of the rules of Association.
- d. **"Excluded Materials"** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, 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 chemical or other properties that are deleterious or capable of causing material damage to any part of WM's property, its personnel or the public or materially impair the strength or the durability of the WM's structures or equipment, or any 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, or any special waste or other waste or material that is prohibited from being received, managed or disposed of at a transfer, storage, recycling or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement.
- e. **"Overage"** means (i) Waste Materials and/or Recyclables exceeding its container's intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Waste Materials and/or Recyclables placed on top of or in the immediate vicinity of the Container, in bags or otherwise.
- f. **"Overage Charge"** means an amount charged to Customers to compensate for expense incurred by WM arising from Overages, and to provide a financial incentive to Customers to subscribe to the level of service that will allow all materials to fit within the container.
- g. **"Recyclables"** are defined in Section 16.
- h. **"Waste Materials"** means all non-hazardous solid waste and Recyclables (as defined in Section 16) generated by Customer(s) at Association's Service Address(es) attributed to the normal activities of a single-family residence but excludes Excluded Materials.

2. SERVICES. Association grants to WM the exclusive right to provide the "Services" (defined below). WM, through itself and its Affiliates, shall furnish equipment and services to collect and dispose of and/or recycle all Waste Materials generated by Customers, deposited, accumulated, or otherwise coming to exist at Association's address listed above (the "Service Address"), subject to the terms and provisions contained herein (the "Services"). Association agrees that this is an exclusive Agreement in that all Customers shall be required by Association to utilize the Services of WM. Association represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. Title to Waste Materials is transferred to WM upon WM's receipt or collection unless otherwise provided in this Agreement or applicable law. Title to Excluded Materials shall remain with the generator and shall not transfer to WM. Association is liable for Excluded Materials. All Waste Materials must be curbside by 6:00 A.M. on the scheduled collection day. All Waste Materials must fit inside the cart(s).

3. CONTRACT TERM. The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the on page 1 under "Term Information". Unless otherwise specified on page 1, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term.

4. SERVICE GUARANTEE. If WM fails to perform Services in accordance with the Equipment & Service Summary on page 1 (the "Service Summary"), and WM does not remedy such failure within ten (10) days of its receipt of a written demand from Association, Association may immediately terminate this Agreement without penalty.

5. REPRESENTATIONS BY ASSOCIATION. Association represents and warrants to WM that (A) Association has the authority under the applicable Covenant, Conditions & Restrictions and/or bylaws and declarations (CC&Rs) to enter into this Agreement either on behalf of or for the benefit of all of the Customers; (B) Association has the authority to obligate all of the Customers to utilize WM exclusively for the Services and to pay the Charges set forth in this Agreement; and, (C) this Agreement has been approved by Association's board of directors.

6. ASSOCIATION OBLIGATIONS. Association agrees to perform all obligations required of Association pursuant to the terms and conditions of this Agreement, including, but not limited, the following:

- a. Association shall timely update WM regarding changes in ownership of properties within the Association, including date of ownership change and name of new owner.
- b. Association assumes full responsibility for informing current and future residents of this Agreement.
- c. Association shall timely inform WM of complaints made by Customers and shall work with WM in good faith to resolve any Customer service issues.
- d. Association shall educate Customers to encourage, promote and obtain proper Waste Materials and Recyclables set-out, collection, and disposal as required by this Agreement.
- e. Customers shall provide safe and unobstructed access to the equipment referenced in Section 10 on the scheduled collection day. If the equipment is inaccessible, Customers shall pay additional charges for any service modifications caused by or resulting from failure to provide access.
- f. Customers shall not deposit or permit the deposit of collection of any Excluded Materials.
- g. Customers shall pay WM the Charges for the Services, including additional Charges for additional Services provided by WM as described in Section 8(a). Association will provide reasonable assistance to WM regarding collection of past due invoices payable by Customers for the Services, including enforcement of Association rules regarding mandatory solid waste collection services.

7. TERMINATION RIGHTS. Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term, or a Renewal Term, as follows:

- a. by Association (with no obligation to pay liquidated damages as provided in Section 11), (i) if WM fails to satisfy the Service Guarantee provided in Section 4 or (ii) pursuant to Section 8(c) if WM increases the Charges payable by Customers hereunder with a Consensual Price Increase;
- b. by Association with thirty (30) days prior written notice to WM, subject to Association's obligation to pay liquidated damages as provided in Section 11 no later than thirty (30) days after written notice of termination;
- c. by WM, if Association fails to cure any breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from WM to cure such breach;
- d. by WM, with at least fifteen (15) days prior written notice to Association, any time after Association retains, designates or appoints a broker or agent to act for Association, or manage its Services, under this Agreement; and,
- e. by WM, with at least thirty (30) days prior written notice to Association, for any reason if WM determines that such termination in its best interest.

In order to move containers in a safe, secure and orderly fashion, WM shall have up to fourteen (14) days to remove any containers and equipment from Association's service location(s) after the effective date of the termination of this Agreement.

WM may suspend services to Customers when WM invoices become at least 60 days past due and pursue collection efforts against such Customers; Customers will be responsible for all costs incurred by WM related to the collection of past due amounts, including court costs and attorneys' fees. As stated above in Section 6(g), Association will provide reasonable assistance to WM in such event.

8. (a) CHARGES; ADDITIONAL SERVICES; CHANGES. The initial charges, fees and other amounts payable by Customers ("Charges") for Services and/or equipment furnished by WM are set forth on the Service Summary. WM also reserves the right to charge Customers additional Charges for additional Services provided by WM, whether requested or incurred by Customers, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; Contamination Charge; Overage Charge and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services", which may be updated from time to time), all at such standard prices or rates that WM is charging its Associations in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Association of any such changes and Association's failure to object to such changes, which shall be deemed to be Association's affirmative consent to such changes.

(b) PERMITTED PRICE INCREASES. WM reserves the right, and Association acknowledges that it should expect WM to increase or add Charges payable by Customers hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by WM to Customers and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by WM from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by WM to the Fuel Surcharge, Regulatory Cost Recovery Charge, Recyclable Materials Offset, Environmental Charge, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including WM and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Association, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Association's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 8(b) may be applied singularly or cumulatively and may include an amount for WM's operating or profit margin. Association acknowledges and agrees that any increased Charges under this Section 8 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of WM's costs.

(c) CONSENSUAL PRICE INCREASES. Without limiting the foregoing, WM also reserves the right to seek, and Association acknowledges that it should expect WM to seek, increases in the Charges payable by Customers hereunder for reasons not specifically permitted in Section 8(b) (a "Consensual Price Increase"). If Association does not accept the Consensual Price Increase, Association's sole right and remedy shall

be to terminate this Agreement by written notice to WM no later than thirty (30) days after WM notifies Association of such Consensual Price Increase. Association's failure to terminate this Agreement (within the 30-day period) shall be construed as Association's acknowledgement that the continuation of the Services by WM hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or adjustment to WM's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Association under this Agreement unless Association terminates this Agreement (within the 30-day period) as described above. Association's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 8(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

9. INVOICES; PAYMENT TERMS. WM shall send all invoices for Charges directly to Customers. Customers shall pay all invoiced Charges within thirty (30) days of the invoice date. Any invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Association acknowledges that any late charge charged by WM is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to WM for late payment. If payment is not made when due, WM retains the right to suspend Services to the Customer, in whole or in part, until the past due balance is paid in full. In addition to full payment of outstanding balances, Customers may be required to pay a reactivation charge to resume suspended Services.

10. EQUIPMENT, ACCESS. All equipment furnished by WM shall remain its property; however, Customers shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at their location. Customers shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, WM's equipment shall be in the condition in which it was provided, normal wear and tear excepted. WM may suspend Services to a Customer in the event they violate any of the requirements of this provision. Customers shall pay, if charged by WM, any additional Charges, determined by WM in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Association warrants that Association's property is sufficient to bear the weight of WM's equipment and vehicles and agrees that WM shall not be responsible for any damage to Association's pavement or any other surface resulting from the equipment or Services.

11. LIQUIDATED DAMAGES. In the event Association terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 7(a), or in the event WM terminates this Agreement for Association's default pursuant to Section 7(c), Association shall pay the following liquidated damages in addition to WM's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Association shall pay the average of WM's total Charges to Customers for six (6) months immediately prior to default or termination (or, if the Effective Date is within six (6) months of WM's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Association shall pay the average of WM's total Charges to Customers for six (6) months immediately prior to the default or termination multiplied by the number of months remaining in the Contract Term. Association acknowledges that the actual damage to WM in the event of Association's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to WM resulting therefrom, and such liquidated damages payment is an agreed upon charge for Association's early termination or breach of contract and is not imposed as a penalty. Customers shall pay liquidated damages of \$100 for every Association waste tire that is found at any disposal facility used by WM. In addition to and not in limitation of the foregoing, WM shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Association's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

12. INDEMNITY. WM agrees to indemnify, defend and save Association and its Affiliates harmless from and against any and all liability which Association or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of WM or its employees, which occurs (a) during the collection or transportation of Association's Waste Materials, or (b) as a result of the disposal of Association's Waste Materials in a facility owned by WM or an Affiliate, provided that WM's indemnification obligations will not apply to occurrences involving Excluded Materials. Association agrees to indemnify, defend and save WM and its Affiliates harmless from and against any and all liability which WM and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Association's breach of this Agreement or by any negligent act or omission or willful misconduct of any of the Customers or Association or its employees, agents or contractors or any Customer or Association's use, operation or possession of any equipment furnished by WM. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

13. RIGHT TO PROVIDE COMPETING OFFERS. If Association receives an offer from (or makes any offer to) a third party relating to such third party's provision to Association of the same or similar Services to those provided hereunder, Association shall give WM prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Association agreeing to such third-party offer. The Parties agree that Section 13 does not obligate WM to respond to or match any such offer and that Association's termination of this Agreement after receiving a competing offer will be pursuant to Section 7(b).

14. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Association and WM agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Association and WM agree that under no circumstances, whether in arbitration or otherwise, may Association bring any claim against WM, or allow any claim that Association may have against WM to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other Associations of WM. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) WM's claims against Association for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to WM by Association under this Agreement or any prior agreements between the parties, but Association and WM may mutually agree to arbitrate any Excluded Claims.

15. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com related to billing, charges, dispute resolution and for those Associations that sign up for electronic billing and payment, WM ezPay or Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 8(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Association locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to WM required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to WM's address on the first page of the Service Summary, provided that WM may provide written notice to Association of a different address for written notice to WM. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event WM successfully enforces its rights against Association hereunder, Association shall be required to pay WM's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 10, 11, 12, 13, 14 and 15 and Association's and Customers' obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, agency, or employer-employee relationship. (j) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (k) "business day" means Monday through Friday, excluding bank holidays. (l) If this Agreement is entered into before control of Association is transferred from the developer to the residents, this Agreement shall be binding on Association after the transfer of such control.

16. RECYCLABLES.

(a) "Recyclables" means the following materials, but only if they are dry, loose (i.e., not bagged), unshredded and empty: aluminum cans, PET bottles with the symbol #1 (with screw tops only), mail, magazines, glossy inserts and pamphlets, newspaper, HDPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.), uncoated paperboard (e.g., cereal boxes; food and snack boxes), PP plastic bottles and containers with symbol # 5 (e.g., yogurt containers, syrup bottles), uncoated printing, writing and office paper, steel and tin cans, uncoated old corrugated containers/cardboard (e.g., moving boxes, pizza boxes).

(b) The following materials are not Recyclables: plastic bags and bagged materials (even if containing recyclables), any color glass food and beverage containers, microwavable trays, porcelain and ceramics, mirrors, window or auto glass, light bulbs, coated cardboard, soiled paper, including paper plates and cups, plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils, 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 (e.g., bedding, pillows, sheets), Excluded Materials or containers which contained Excluded Materials, napkins, paper towels, tissue, paper plates, and paper cups, any Recyclables less than 4" in size in any dimension, propane tanks, fuel canisters, batteries and any other material that does not fall within the definition of Recyclables.