

MUNICIPAL RECYCLING AND WASTE COLLECTION AGREEMENT

This Municipal and Recycling and Waste Agreement (the "Agreement") is entered into this day May 1, 2021 (the "Effective Date."), by and between the Town of Munster, a municipal corporation created under the laws of the State of Indiana ("Town"), and Homewood Disposal Service, Inc., dba Star Disposal of Indiana ("Contractor"), an Illinois limited liability company.

RECITALS

- A. The Town desires to provide its citizens with environmentally sound solid waste collection and disposal and recyclable materials collection.
- B. Contractor and its affiliates have extensive experience in providing solid waste and recyclable materials collection, disposal, and processing; and
- C. The Town has determined that it would be in the best interests of its citizens to contract with Contractor for the collection of its residential solid waste and recyclable materials according to the terms and conditions contained herein.

1. **DEFINITIONS:** The following definitions are adopted for the purposes of this Agreement:

- a. **Refuse** is all putrescible and non-putrescible wastes (except human body wastes), including garbage, rubbish, recyclables, and yard waste.
- b. **Garbage** is putrescible animal and vegetable wastes resulting from the handling preparation, cooking, and consumption of food.
- c. **Rubbish** is limited to putrescible and non-putrescible solid waste, both combustible and non-combustible, including paper, cardboard, bottles, tin/steel/aluminum cans, grass clippings, small amounts of branches {not to exceed two (2) cubic yards) cut in four (4) foot lengths and securely bundled, glass, bedding, rags, crockery, wood, small amounts of construction and demolition debris (not to exceed two (2) cubic yards) cut in four (4) foot lengths and securely bundled, and one (1) large item per week (furniture and appliances).
- d. **Recyclables** include, but are not limited to, magazines, newspaper and all inserts, glass bottles and jars (clear, brown, green), tin/steel/aluminum cans, plastic containers (1-2-3 liter plastic pop containers, milk and water jugs, any liquid laundry detergent bottles). Additional recyclables may be added as markets develop upon the mutual agreement between both parties without modification of the contract.
- e. **Recyclables or Recyclable Materials** are defined in Exhibit A. Title to Recyclable Materials shall transfer to Contractor upon collection in Contractor's vehicles.
- f. **Excluded Waste** shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; Title to and liability for Excluded Waste shall remain with the resident that

generated the Excluded Waste at all times.

- g. **Yard Waste** is compostable organic waste resulting from the maintenance of lawns, gardens, landscaping and trees which include grass clippings, tree branches, and leaves placed out for collection during the period outside the Town's leaf collection program (mid-October through mid-December and mid-April). State law prohibits the collection and disposal of leaves in landfills.
 - h. **Dwellings(s)** in the case of the Town of Munster is a structure, or a portion of a structure, used primarily as a place of abode for one (1) or more persons, including multifamily structures of not more than four (4) dwelling units, but not including motel and hotels.
 - i. **Dwelling Unit** is a structure, or portion of a structure, used by one family for cooking, living and sleeping purposes. For purposes of this specification, service shall be limited to one (1) collection per week of a maximum of four (4) ninety-six (96) gallon containers.
 - j. **Garbage Cart** is a container made of plastic equipped with suitable handles, tight-fitting covers and wheels. Containers shall be watertight and of a type approved by the Town with a capacity of not more than ninety-six (96) gallons. The container provided by the Contractor shall be uniformly colored throughout Town and shall have a lid cover identifying it as garbage. Containers shall be provided by the Contractor for households and will replace the traditional garbage cans. Containers shall be kept clean, neat and sanitary at all times. Additional containers may be rented through the Contractor.
 - k. **Recycling Cart** is a ninety-six (96) gallon plastic container used for the placement of discarded recyclables. The container provided by the Contractor shall be uniformly colored throughout Town and shall have a lid cover identifying it as recycling. Additional containers may be rented through the Contractor.
 - l. **Commercial Unit** is a building, or a part thereof, or an establishment for the conduct of a single business. Apartment houses five (5) units and greater, motels, hotels, schools, churches, civic and athletic centers and all other establishments that produce refuse, but which are not dwelling units, shall be considered as commercial units. Planned Unit Developments (P.U.D) shall also be considered commercial units.
 - m. **Town** means the Town of Munster, Lake County, Indiana.
2. **TERM OF SERVICE PERIOD:** The term of this specification shall be for a period of three (3) years, commencing on or about, May 1, 2021 and ending April 30, 2024. This Agreement may be extended for two (2) additional years upon mutual agreement in writing signed by both parties.
3. **SERVICE REQUIRED OF CONTRACTOR:** The service to be performed by the Contractor shall consist of collection and disposal of all non-recyclable residential garbage and rubbish, yard waste (including small branches) and collection and disposal of recyclables, as herein defined, produced during the term of the contract for all Dwelling Units covered under the agreement. The Contractor shall not be required to collect and/or dispose of large tree branches or properly contained leaves during the period outside the Town's leaf collection program, nor shall he collect and/or dispose of solid waste

originating from commercial or other non-dwellings, as defined in Section I (g) of these specifications. The Contractor will be required to collect and dispose of small piles of properly contained and/or bundled debris, including construction debris, without additional charge to the resident. Non-recyclable residential garbage and rubbish (as defined in paragraph 1(b) and 1 (c), and co-mingled recyclables, as defined in paragraph 1 (d), shall be collected by the Contractor under the terms of the specification. The Contractor shall collect up to one (1) large item per week, per dwelling as part of the basic service provided. The Town requires the Contractor to collect yard waste placed in brown yard waste bags or Cart at no additional charge to the resident. Services to Commercial Units are not covered by this Agreement.

4. **TOOLS AND EQUIPMENT FOR WORK:** Adequate tools, equipment and labor needed to perform the services required of the Contractor quickly, efficiently, and in a workmanlike manner, shall be supplied by the Contractor at its own expense. This shall include equipment and vehicles to be available in case of breakdown to avoid delay in refuse pickup. The Contractor shall replace old, worn, and obsolete equipment and purchase equipment as needed and shall at all times have available, as a minimum, the tools and equipment so as to be able to provide refuse collection consistent with and pursuant to the Standards for Service set forth in Paragraph 9 thereof.
5. **REFUSE DISPOSAL FACILITY BY CONTRACTOR:** The Contractor shall always, have available for its use a site for disposal of refuse collected or alternate systems for the disposal of refuse collected, which disposal area shall be properly authorized and in compliance with all local, state, and federal laws and regulations governing such refuse disposal areas or systems. Source Separated Recyclables shall not be handled, landfilled, incinerated, nor disposed of in a manner that prohibits or inhibits the ability to recycle the recyclables back to reusable commodity. The Contractor reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material.
6. A schedule of proposed sites for disposal of refuse and recyclables collected shall be provided to the Town upon execution of the contract. The cost and the obligation for securing and keeping in effect any permits and licenses for such disposal area or alternate systems shall be borne by the Contractor.
7. **COLLECTION SCHEDULE:** The collection and disposal of refuse shall be accomplished as follows:
 - a. Contractor shall collect refuse, garbage, rubbish, and yard waste at least once each week from dwellings as defined in Paragraph 1(g) utilizing existing alley for collecting refuse and Recycling. Recyclables shall be collected from all dwellings in Paragraph 1 (g) every two weeks. Collections shall occur during ordinary hours but in no instance earlier than 6:00 a.m. All refuse and recycling material must be placed at the curb or alley for collection no later than 6:00 A.M. on scheduled day of collection.

- b. The Contractor may, for its convenience, divide the Town into areas for collection. The time and days for collection shall be embodied in a schedule and submitted to the Town for approval without delay, which approval shall not be unreasonably withheld consistent with the needs of the Town. The schedule, when approved, shall be made known to the public, at the expense of the Contractor, and shall be changed only upon agreement of the parties. Initially, the collection schedule shall be consistent with the schedule in place at the start of the Contract. A collection day which falls on a legal holiday shall be made up by the Contractor on the next following day which is not a Sunday or legal holiday. Subsequent collection days during the week following a legal holiday may be collected on the following day; however, the Contractor shall be consistent with its policy on collections during a week that includes a legal holiday. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, the service will be performed on the following day with collections delayed by one day the remainder of the week. Holidays which fall on a Sunday will be observed the following Monday with solid waste collections delayed one day for the remainder of the week.
 - c. The Contractor shall make immediate collection of refuse, garbage, rubbish, yard waste, and recyclables from any dwelling which has been inadvertently skipped or bypassed upon request to do so by the Town through the person designated by the Town. In the event the Contractor fails to make collection with twenty-four (24) hours after notification by the Town to do so, the Town may make the collection for the Contractor and back charge the Contractor for the cost of the collection on a time and material basis.
8. **SPECIAL SERVICE:** The Contractor and its employees shall not solicit directly or indirectly or accept any gratuity in any form from any person for services required to be performed by the Contractor pursuant to this contract. A person who desires a special service in addition to the services provided for by Ordinance and this contract may agree with the Contractor for the special service and the amount to be paid therefore. If the special service requested consists of anything other than the removal refuse from a place on a person's property other than the place designated by Ordinance, the special service shall be performed by the Contractor at a time other than a regularly scheduled time for collection of refuse and by special equipment not otherwise used for municipal collection. The Contractor and its employees shall not enter into any agreement or arrangement with any person, as defined by the terms of this contract, within the Town for a regular collection of residential

refuse without first securing written approval of the Town to do so.

9. **STANDARDS FOR SERVICE:** The collection of refuse may create problems of a personal nature affecting the residents of the Town and the Contractor and its employees. It is the desire of the Town to eliminate these problems and to secure widespread public approval of the Contractor's services and toward this purpose, the Contractor agrees to abide by the following:

- a. The Contractor shall transport all refuse, including garbage, rubbish and recyclables in enclosed trucks constructed of metal and sufficiently tight to prevent leakage of liquid or solid materials, and such trucks and equipment shall be in compliance with all laws, ordinances and regulations governing same. Collections and removal of refuse shall be done as inoffensively as possible with regard to sight, smell and sound, without the spilling or scattering of refuse in loading or in transit. Refuse spilled or scattered shall be picked up and removed immediately. Containers and lids shall be properly replaced to the point of collection and in an upright position after emptying by the Contractor, and Contractor shall do as little damage as reasonably possible to the containers and lids. Damage caused by the Contractor to containers and lids, other than damages caused by wind and other causes beyond control of the Contractor, shall be paid for by the Contractor to the respective owners of same. If a Cart in the possession of a Dwelling Unit is lost, stolen, damaged, or destroyed through no fault of the Contractor, the occupant of the Dwelling Unit shall be responsible to compensate the Contractor the fair market value for the replacement of such Cart. The Dwelling Unit shall be billed separately for such replacement cost. The Carts and equipment Contractor furnishes Residents, and the Town shall remain Contractor's property at the end of the Contract.
- b. All equipment used by the Contractor shall be kept clean and odor free at all times. Equipment shall be of a generally uniform size and design, painted and lettered to the reasonable satisfaction of the Town.
- c. In the event of a dispute between a resident of the Town and the Contractor as to the manner of placing refuse, or the nature of the contents, or the time for removal thereof, or other matters of like nature, the Contractor agrees in the specific instance to collect and remove the refuse even though, in its opinion, it is not required to do so, unless the same constitutes a clear environmental, health and safety hazard. The Contractor shall immediately report the matter to the official designated by the Town, and the parties shall adjust the matter, if possible, before further collection becomes necessary.
- d. The Contractor will be required to instruct its employees who are in direct contact with residents of the Town to be polite and courteous. Upon receiving a written complaint from a member of

the Town declaring an employee of the Contractor to be impolite or discourteous, or for other good cause, the Contractor shall appropriately discipline such employee or assign him to employment where his service will no longer cause offense.

- e. The Contractor will be required to keep an active business telephone listing and address able to be easily found by simple internet search or in the local telephone directory by which it may be contacted. The Contractor's name and telephone number shall be conspicuously painted on its collection vehicles.
- f. The Contractor and its employees will be required to comply with all traffic and other laws, and most particularly, shall ensure that all vehicles are properly equipped with safety and warning devices and all employees are wearing appropriate safety equipment.
- g. The Contractor will be responsible for clean-up of all spills {garbage fluids, glass from recycling truck, etc.}.
- h. The Contractor shall notify the Town of any low branches or wires interfering with its automated collection vehicles.
- i. The Contractor shall notify the Town if any large item is not picked up and shall place a tag or sticker of explanation on the item to notify the resident.

10. **CONTRACTOR'S BOND:** The successful Contractor will be required to provide a performance bond in such form and with sureties acceptable to the Town in an amount of One Hundred Thousand Dollars (\$100,000.00). This bond shall guarantee the performance of the Contractor's services and may be renewable on an annual basis with notice of such renewal being made to the Town thirty (30) days prior to the anniversary date of the contract, but, in any event, must remain in full force and effect during the term of this contract.

11. **CONTRACTOR'S WORKER'S COMPENSATION INSURANCE:** During the term of this contract, the Contractor will be required to maintain Worker's Compensation and Occupational Disease Insurance for all persons employed by it in the performance of this service. The Contractor will be expected to comply with Worker's Compensation laws of the State of Indiana and shall file with the Town a certificate from the Worker's Compensation Board showing compliance with applicable statutes, which provide such insurance.

12. **CONTRACTOR'S LIABILITY INSURANCE:** The Contractor will be required to maintain Bodily Injury and Property Damage Insurance for its own protection, as well as the protection of the Town, in accordance with the indemnity provision herein before set forth in Paragraph 12. Said bodily injury insurance shall be in an amount not less than One Million dollars (\$1,000,000.00), for injuries, including death, to anyone

(1) person, and in an amount of not less than Five Million Dollars (\$5,000,000.00), on account of anyone (1) occurrence. Property damage insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00), all with an umbrella policy in the minimum amount of Five Million Dollars (\$5,000,000.00).

13. **CONTRACTOR'S INSURANCE CERTIFICATE:** The Contractor shall furnish to the Town a certificate from its insurance carriers showing the names of the companies issuing said policies, expiration dates, policy numbers and other pertinent information. Said certificates shall also state that the Town be notified thirty (30) days before cancellation of any insurance.

14. **EXCLUSIVE.** The Town grants the exclusive right to perform the Services set forth in this Agreement. The Town agrees that it will not allow anyone other than Contractor to lease carts to residents or engage in the collection of residential waste within the Contractor.

15. **ROLLOFF CONTAINER:** The Contractor agrees to provide eighty-five (85), (30) cubic yard, open top containers per year at no cost to the Town and they will be placed at the Public Works Garage, 508 Fisher Street and at other Town-owned facilities as directed. The Contractor will pick up any provided open top container once filled, or upon request of the Town. The Contractor will provide a concrete roll off container, if requested, by the Town at the Town expense.

16. **CONTRACT NOT ASSIGNABLE:** The Contractor will not be permitted to assign nor submit any part of the services to be performed by it without first obtaining the written consent of the Town, whose approval may not be unreasonably withheld.

17. **ORDINANCE COVERING REFUSE DISPOSAL:** The Contractor acknowledges that the Town's existing ordinances, if any, governing garbage and refuse collection are satisfactory and place no undue burden upon the Contractor. The Town may amend, or repeal said existing ordinances relating to residential solid waste collections, disposal and/or recycling material processing. Any ordinance change that increases said cost of providing collection, disposal and/or processing of recyclables will be negotiated in good faith between the Town and the Contractor.

18. **CONTRACTOR'S COMPENSATION:** The Town will pay, and the Contractor agrees to accept for the services to be performed by the Contractor, the base contract price for the three (3) year term of this specification multiplied by the actual number of households collected in the Town. For the purposes of this specification, an estimate of the households in existence as of May 1, 2021 for the Town of Munster is 7,861. The Town will supply the number of households to be billed on a monthly basis. The monthly fee paid to the Contractor shall be calculated based upon the current household count at the time each invoice is generated, times the fee per Residential Unit [e.g., Current

Household Count x Monthly Unit Rate = Monthly Invoice Amount].

Term	Monthly unit Rate
May 1, 2021 - April 30, 2022	\$18.45
May 1, 2022 - April 30, 2023	\$19.19
May 1, 2023 - April 30, 2024	\$19.96
Option years	
May 1, 2024 - April 30, 2025	\$20.75
May 1, 2025 - April 30, 2026	\$21.58

OTHER FEES AND CHARGES

Cart rental fees \$4.00/month

Backdoor Service \$45.00/month

Extra pick up \$45 minimum (includes up to 2 cubic yards)
\$60 travel fee other than regular pick up day or return trip on service day.

ADDITIONAL ROLL-OFF BOXES FOR TOWN

20 cubic yards \$450.00 per pull
30 cubic yards \$525.00 per pull

The Town reserves the right to retain ten percent (10%) of the monthly invoice, returned quarterly, contingent on satisfactory performance with the terms of this agreement.

The Town may withhold from any monthly installment payment an amount of money as security for any alleged failure of performance of the Contract by the Contractor. The amount withheld shall be reasonable and adequate in amount to protect the Town and/or the resident, as determined in the sole discretion of the Town. The Town and the Contractor shall promptly seek to resolve the claim or dispute, and if not resolved within thirty (30) days, either party may initiate a binding arbitration proceeding under rules agreed between them or failing agreement under rules of the American Arbitration Association. The Town shall not pay any interest to the Contractor on the money withheld. If the Town must pick up missed households due to Contractor skipping pick-ups, a \$5.00 amount per household, shall be deducted from payment to Contractor. In determining the amount to be charged against the withheld fund, the Town may consider, but shall not be limited to, spillage, unexcused departure from regular established collection schedules, skipped pick-ups (non-related force majeure events), and other similar complaints. After each determination, any withheld amount held by the Town in excess of amounts charged back against the withheld funds shall be paid over to the Contractor. Any charges in excess of the withheld funds shall be recovered by the Town out of the next money due the Contractor by the Town.

The Contractor will submit monthly invoices to the Town and the Town shall have thirty (30) days from the invoice date to remit payment in full. Payment by Town shall be made by check or wire transfer or ACH debit. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.

19. **REPORTING:** The Contractor shall provide monthly reports on the amount of refuse disposed and the amounts of recyclables (itemized) diverted from the wastestream and shall submit monthly reports to the Town, in addition to the Lake County Solid Waste Management District.

20. **ALTERNATIVE DISPOSAL:** During the term of the contract and any option exercised by the Town, the Town reserves the right to designate an alternativedisposal facility authorized to receive solid waste. Contractor and Town reserve the right to negotiate changes in cost to the Town associated with the alternative disposal site. In the event a dispute arises out of the terms and conditions of this contract, either party may seek mediation or arbitration to settle the dispute.

21. **COMMUNITY SUPPORT:** Contractor shall donate to the Town a check in the amount of Three Thousand Dollars end no cents (\$3,000.00) by May 1, 2021 and thereafter annually for the duration of this contract, to be used for community education or action regarding refuse, recycling, yard waste or any like program or topic.

22. **FORCE MAJEURE** The Contractor's performance of the Service may be suspended, and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, labor strike or work stoppage, or interference by civil or military authorities. In the event of an occurrence of a *force majeure* event, the Contractor shall notify the Town immediately, in writing, describing the particulars of the circumstances preventing performance of the service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

23. **INDEMNIFICATION**

- a. To the fullest extent permitted by law, the Town agrees to indemnify, defend, and hold the Contractor harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the Town's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the Town, or any of its

directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

- b. The Contractor agrees to indemnify, defend, and hold the Town harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- c. Notwithstanding any provisions to the contrary, the Contractor shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.
- d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

24. MISCELLANEOUS PROVISIONS

- a. **Independent Contractor.** The Contractor shall perform the Service as an independent contractor. The Contractor, its officers, employees, agents, contractors, or subcontractors, are not and shall not be considered employees, agents or servants of the Town for any purpose whatsoever under this Agreement or otherwise. The Contractor at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the Town any right or duty to supervise or control the Contractor, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which the Contractor shall perform its obligations under the Agreement.
- b. **Amendments.** No amendment to this Agreement shall be made except upon the written consent of both Parties.
- c. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.
- d. **Waiver.** A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- e. **Severance.** In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.
- f. **Choice of Law.** This Agreement shall be governed by the laws of the state where the services are being performed, without regard to

choice of law rules.

- g. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

IN WITNESS THEREOF, the parties have executed this Municipal Recycling and Waste Agreement as of the Effective Date indicated above.

HOMEWOOD DISPOSAL SERVICE, INC
DBA, STAR DISPOSAL OF INDIANA

Signature: [Signature]
Printed name: Lyle Yoaker
Title: Secretary / Treasurer
Date: 3/22/2021

(SEAL)

TOWN OF MUNSTER, INDIANA

Signature: [Signature]
Printed name: Dustin Anderson
Title Date: Town Manager
Date: 3/22/21

(SEAL)

Exhibit A
Single Stream Recycling

The list of items below represents the current materials currently being accepted as Recyclables. This list may expand or contract due to market conditions.

Acceptable Recyclables ("Recyclables")	Unacceptable Materials
Aluminum food and beverage containers	Microwave trays
Glass food and beverage containers – brown, clear, or green	Mirrors Window or auto glass
Ferrous (Iron) cans PET plastic containers with the symbol #1 - with screw tops only, without caps	Light Bulbs
HDPE natural plastic containers with the symbol #2 - (milk and water bottles)	Ceramics
HDPE pigmented plastic containers with the symbol #2, without caps (detergent, shampoo bottles, etc.)	Porcelain
Plastics with symbols #1, #2, #5 narrow and screw top containers-without caps	Plastics unnumbered
Newsprint	Plastic bags
Old corrugated cardboard	Coat hangers
Magazines and Mail	Glass cookware/bakeware
Catalogs and Telephone books	Household items such as cooking pots, toasters, etc.
Cereal boxes	
Printer paper and copier paper	
All other office paper without wax liners	

1. Additional Specifications
 - a. All glass containers must be empty and free of metal caps and rings and contain less than 1% food debris.
 - b. All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 1% food debris.
 - c. All aerosol cans must be empty
 - d. All plastic containers must be empty, caps removed; less than 1% food debris.
 - e. All Fiber must be dry and free of food debris and other contaminating material.
 - f. Tissues, paper towels or other paper that has been in contact with food are not acceptable.
2. Recyclables may contain up to 5% Unacceptable Materials SAME %, provided however, Recyclables may not:
 - a. Materially impair the strength or the durability of the Contractor's structures or equipment;
 - b. Create flammable or explosive conditions in the Contractor's facilities;

- c. Contain dry cell batteries of lead acid batteries;
 - d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of the Contractor's property, its personnel, or the public; or,
 - e. Contain Excluded Waste as defined in the Agreement.
3. If loads of the mixed recyclables materials do not meet the Contractor's specifications for acceptable recyclables or are otherwise not properly segregated from the waste, the Contractor shall have the right to reject the load in whole or in part, or to handle the contaminated load and impose additional reasonable charges on the Town or Resident with consent provided by the Town prior to each instance.
4. Upon written notice to the Town and Residents, the Contractor may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials