

SOLID WASTE SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT (“Agreement”) is made this ____ day of _____, 2022 (the “Effective Date”) by and between WASTE MANAGEMENT OF INDIANA, LLC., a limited liability company organized and existing under the laws of the State of Delaware (hereafter “Company”), and the Town of McCordsville, Indiana, a municipal corporation created under the laws of the State of Indiana (hereafter “Town”) (Company and Town each a “Party” and collectively the “Parties”).

WHEREAS, Town desires to provide its citizens with environmentally sound collection and disposal and processing of solid waste; and

WHEREAS, Company and its affiliates have extensive experience in providing such services; and

WHEREAS, Town has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and Town agree as follows:

1. **DEFINITIONS**

a. **“Applicable Law”** means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

b. **“Bulky Waste”** means large household items that do not properly fit in the Service Recipient’s Cart, or bundled Solid Waste, that do not exceed four feet by four feet by two feet (4’x4’x2’) and weigh no more than sixty (60) pounds, which are attributed to the normal activities of a Residential Premises. Such materials may include furniture, area and floor rugs properly prepared (cut and bundled), and mattresses.

c. **“Cart”** means a watertight heavy plastic receptacle with a rated capacity of approximately ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.

- d. **“Collection Service(s)”** means the process by which Solid Waste is removed from Residential Premises, transported to a transfer or disposal facility, and subsequently disposed.
- e. **“Dwelling Unit”** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.
- f. **“Multi-Family Complex”** means any Premises with three (3) or more Dwelling Units.
- g. **“Overage”** is defined as (i) Refuse exceeding its Cart’s intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Refuse placed on top of or in the immediate vicinity of the Cart, in bags or otherwise.
- h. **“Overage Charge”** means an amount charged to Service Recipient to compensate for expense incurred by Company arising from Overages, and to provide a financial incentive to Service Recipients to subscribe to the level of service that will allow all materials to fit within the Cart.
- i. **“Premises”** means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.
- j. **“Rates”** means the fees to be charged by Company to the Town for the Collection Services and other services provided by Company and included in Exhibit “A” attached hereto, as such may be adjusted from time to time.
- k. **“Recyclables”** means the materials described as such in Exhibit B.
- l. **“Refuse”** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Unacceptable Waste.
- m. **“Residential Premises”** means a Single-Family Premises or Multi-Family Complex dwelling unit.
- n. **“Service Area”** means (i) the entire territory included within the Town limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the Town limits from time to time due to annexation, incorporation or other means.
- o. **“Service Recipient”** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.
- p. **“Single-Family Premises”** means (i) any Residential Premises with less than three (3) Dwelling Units.

q. “**Solid Waste**” means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables but excluding Unacceptable Waste.

r. “**Supplemental Cart**” means a cart other than the original Cart provided by the Company, which cart may be provided by the Service Recipient on the condition that it can be picked up by the Company’s truck in the manner identical to that utilized to pick up the Company provided Cart or it may be a second 96-gallon Cart provided by the Company to a Service Recipient.

s. “**Unacceptable Waste**” 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, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), any item too large or heavy to be contained within a 96-gallon cart, excluding Bulky Waste as defined herein; or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company’s equipment or facilities, or present a substantial endangerment to the health or safety of the public or Company’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

2. **TERM.** The Term of this Agreement shall be for two (2) years commencing on January 1, 2023 (the “Commencement Date”) and expiring December 31, 2024. This Agreement may be extended for any term with rates mutually agreed to by the Parties.

3. **EXCLUSIVE RIGHT; EXCEPTIONS; ENFORCEMENT.**

a. The Town does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste (including Refuse) generated, deposited, accumulated or coming to exist at Residential Premises in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by Company. Subject to Section 3(b) below, all Residential Premises within the Service Area shall be required by Town to utilize the Collection Services of Company as provided herein. All Residential Premises shall establish Collection Services separately

and two or more Single Family premises shall not be permitted to share Collection Services under a single account.

b. The Town shall use good faith efforts to protect and enforce the exclusive rights of Company through appropriate ordinances and enforcement of those ordinances against third party violators. Company may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the Town shall use good faith efforts to cooperate in such enforcement actions brought by Company.

4. COLLECTION SERVICES.

a. Carts.

i. Company has already provided each Residential Premises with a 96-gallon Carts for Refuse. New residential units will be provided a 96-gallon refuse Cart as they are added to the Town. A Supplemental Cart provided by the Company will be available for a fee as set forth in Exhibit A or the Service Recipient may provide a Supplemental Cart, as defined herein, at their own expense, for a service fee as set forth on Exhibit A.

ii. Company shall replace any Cart that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear, within seven (7) days after receiving notification by Service Recipient of such a need. However, if a Cart in the possession of a Service Recipient is lost, stolen, damaged, or destroyed through no fault of Company, the Service Recipient shall be responsible to compensate Company the fair market value for the replacement or repair of such Cart.

b. Collection Location, Frequency and Time.

i. Refuse shall be collected from the curbside one time (1x) per week from each Residential Premises. Collections shall occur during ordinary hours but in no instance earlier than 6 a.m.

ii. Refuse shall be collected from the following locations at no additional charge:

1. One 2 cubic yard FL dumpster and 1 toter weekly at Town Hall, 6280 W 800 N.;
2. One 4 cubic yard FL and one 2 cubic yard FL dumpster weekly at Wastewater Plant
3. Old School Park, 6030 W 750 N

iv. Company shall collect regularly scheduled Refuse between the hours of 6:00 a.m. and 6:00 p.m. Monday through Thursday. Collection may occur on Fridays during a week for Bulky Waste, for collection of Refuse when a holiday causes a one-day delay in pick-up or in the case of a weather related delay.

c. Bulky Waste. Company will provide collection of one Bulky Waste item per month at no additional charge. Resident must preschedule bulk pickup by calling, emailing or scheduling online. Arrangements can be made by residents directly with Company for collection of additional bulk items by pre-paying and scheduling collection.

d. Overage. If refuse is placed on top of or in the immediate vicinity of the Cart, in bags, it will not be collected. All refuse must be contained inside a WM-provided cart.

e. Overweight Carts. The Company may refuse to collect any Refuse Cart which the Company reasonably believes to be overweight. A Cart shall be considered “overweight” if the total weight of the Cart and contents exceeds two times the volume capacity of said Cart (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the Service Recipient regarding each instance of non-collection.

f. Disposal and Processing. Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste.

g. Trucks. All Company trucks are equipped with oil dry which will be applied to any fluid leaks from the trucks. In addition, Company will immediately notify the Town’s Public Works Director, Ron Crider, via email at rcrider@mccordsville.org if this occurs.

Holiday Schedule. The following days shall be designated holidays on which the Collection Services 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, Collection Services will be performed on the next weekday.

h. Compliance with Laws. The Collection Services shall be performed in accordance with Applicable Law.

i. Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.

j. Supervision. Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.

k. Missed Pick-Ups and Complaints. All Refuse Carts must be placed at the curb or other designated location and ready for pick-up before 6:00 a.m. on the collection day; any Carts not collected because they are not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Residents shall notify Company of all complaints directly by calling WM Customer Service at 1-866-797-9018. Company shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) day, conditions permitting. Company shall notify the Town Utility Supervisor within one (1) day via phone at 317-335-1004 or via email for any delay or disruption in Services.

l. New or Enhanced Diversion Programs. In the event any federal, state, or local law or regulation is adopted or becomes effective after the date of this Agreement which imposes upon Town or Company a requirement for the implementation of any source separated program for the collection of any waste material not already covered by this Agreement, increases Town's diversion requirement under Applicable Law, changes the methods for obtaining or measuring compliance with diversion requirements, or changes public education and outreach requirements, Company shall design and present a program to Town to comply with such new laws or regulations. At such time as (if) any such changed services are implemented, Company and Town shall meet and confer in good faith to determine a fair and reasonable adjustment to the current rates in order to compensate Company for implementing said changed services. In the event the parties are unable to agree on a reasonable adjustment, either party may terminate the Agreement upon ninety (90) day written notice.

m. Natural Disasters. Company will use commercially reasonable efforts to assist Town at the Town's request with emergency collection service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, by providing equipment and drivers based on negotiated services and rates between Town and Company. Town is not required to utilize the services of Company

n. This Agreement does not include curbside recycling services. Any Service Recipients who would like to have recycling services may contact WM directly for services and pricing

5. My WM.

Company shall provide Town and residents with access to My WM. Town and residents will have access to My WM as soon as it is available.

6. BILLING.

a. Billing. Company shall send out letters with account numbers to all residents by January 1, 2023 and shall also provide a spreadsheet with all account numbers to the Town Utility Supervisor by January 1, 2023. Upon request, Company will supply the Town Utility Supervisor with an updated spreadsheet of account numbers. The Town shall compensate the Company monthly for Collection Services, in a total amount based upon the service charges for Collection Services, as they may be adjusted from time to time as provided in Exhibit A or as otherwise authorized in this Agreement.. In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients. The aggregate number of such Service Recipients is currently estimated by the Town to be as follows as of the effective date of this Agreement: 3,500 Residential Premises. The Town shall provide an updated Service Recipient count semi-annually or upon request by the Company.

b. Company Submittal of Invoicing Information. On or before the 10th of each month, Company shall provide the Town an invoice for services provided based on the then-current Service Recipient count for Cart services for the previous month. The Town shall pay invoices within forty-five (45) days of the invoice date. Payment by the Town shall be made by check, wire transfer or ACH debit. The Town shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of two and one-half percent (2.5%) per month.

6. SERVICE RATES.

a. Service Rate Schedule. Company shall provide the Collection Services for the rates set forth in Exhibit A (the “Rates”), as the same may be adjusted in accordance with this Section 6.

b. Extraordinary Adjustments. In addition, the Rates shall, upon written request of Company, be adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

1. Uncontrollable Circumstance (see Section 10);

2. Changes in Applicable Law that is effective after the Effective Date of this Agreement;
3. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services;
4. Changes in baseline assumptions, such as changes in volumes collected
5. Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs; or
6. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.

If Company requests a Rate adjustment pursuant to this Section 6(b), it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The Town may request documentation and data reasonably necessary to evaluate such request by Company. The Town shall approve all properly calculated Rate adjustments within ninety (90) days of Company's request, and the adjusted rates shall be deemed to take effect as of the date of the Town's approval.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the Town shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Service Recipients by the date the same are effective or make applicable payment in arrears to effective date.

7. DEFAULT AND TERMINATION.

Except as otherwise provided in Section 10 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) twenty (20) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the

defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

8. INDEPENDENT CONTRACTOR.

Company shall perform the Collection Services as an independent contractor. Company, 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. Company at all times shall have exclusive control of the performance of the Collection Services, subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to give Town any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

9. SUBCONTRACTORS.

Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the Town, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, Company shall remain liable to the Town for the subcontractor's performance of the Collection Services as if they were being provided by Company itself.

10. FORCE MAJEURE.

Except for the failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or

foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

11. INDEMNIFICATION.

a. Company agrees to indemnify, defend, and hold Town harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys’ fees and costs of defense, based upon or arising out of Company’s breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Company, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. To the fullest extent permitted by law, Town agrees to indemnify, defend, and hold Company harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys’ fees and costs of defense, based upon or arising out of Town’s breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Town, or any of its directors, officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

12. INSURANCE.

Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	<u>Type</u>	<u>Amount</u>
A.	Worker’s Compensation	Statutory
B.	Employer’s Liability	\$500,000
C.	Comprehensive General Liability	\$500,000 per occurrence

D.	Automobile Liability (owned and non-owned)	\$1,000,000 aggregate
	i. Bodily Injury	\$1,000,000 per occurrence
	ii. Property Damage Liability	\$500,000 per occurrence
E.	Excess/Umbrella	\$500,000 per occurrence

The Town, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Collection Services, Company shall deliver to Town certificate(s) of insurance evidencing the required coverages. The certificate(s) shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of change or cancellation is provided.

13. MISCELLANEOUS PROVISIONS.

a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

b. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.

c. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally-recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: Waste Management of Indiana, LLC
 2920 E US-52
 Morristown, IN 46161
 Attn: Melinda Antell

If to Town: Town of McCordsville
 6280 West 800 North.
 McCordsville, IN 46055
 Attn: Tim Gropp, Town Manager

d. 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.

e. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.

f. Company's rights and obligations under this Agreement may not be assigned without the prior written approval of the Town, which shall not be withheld unreasonably nor required with respect to an assignment to an affiliate of Company.

14. POINT OF CONTACT

The Company point of contact for the Town shall be Kirby Dunagan and he can be contacted via phone at 502-702-4013 or via email at pdunagan@wm.com. Company shall let Town know of any changes to the Company point of contact. Per Section 4(k) of this Agreement, individual residents should contact Company at WM Customer Service at 1-866-797-9018 with any complaints directly.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above.

WASTE MANAGEMENT OF INDIANA, LLC.

By: *Doug Reams*
Name: Doug Reams
Title: Area Sales Manager

TOWN OF MCCORDSVILLE

By: _____
Name: _____
Title: _____

Exhibit A

RATES

Solid Waste Collection per Service Recipient per Month:

January 1, 2023 – December 31, 2023	\$12.95
January 1, 2024 – December 31, 2024	\$13.47

Supplemental Carts

Service Recipients may rent an additional 96-gallon Cart for Refuse from Company for a fee of \$7.00 per Cart per month or Service Recipient may provide a Supplemental Cart at their own expense, as defined herein, which will be serviced by Company for a fee of \$7.00 per Cart per month.

Cart Swaps

96-gallon cart standard for Refuse. A 64-gallon cart is available upon request. Customer may change cart size once at no charge. Additional cart swaps during the term of the Agreement will incur a \$35 charge.

Four 8-yard recycling receptacles emptied three times per week

January 1, 2023 – December 31, 2023	\$1260.00/month
January 1, 2024 – December 31, 2024	\$1310.00/month

EXHIBIT B
SINGLE STREAM SPECIFICATIONS

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

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	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	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	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
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	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 (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
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:

Material delivered by or on behalf of Customer 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 or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

Company may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Customer shall pay Company for all increased 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 Company's operating or profit margin ("Cost"). Without limiting the foregoing, and Customer shall pay 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 at Customer's Cost.

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