

Millennium enacts and Hauler, by delivering recyclables to Millennium's facility, hereby agrees to fully comply with these Policy, Procedure, and Material Specifications. These Policy, Procedure, and Material Specifications are requirements for use of Millennium's facility and services, and are subject to change, without notice, in Millennium's sole and absolute discretion.

### **General Definitions**

Generator	Customer of the Hauler that generated materials collected by Hauler.
Hauler	Company that has agreed to deliver recyclables to Millennium.
Millennium	Millennium Recycling, Inc.
Outthrows	All materials that will make the pack undesirable and unsuitable for consumption as the grade specified (Pertains to fiber grades only).
Contamination	Presence of Contaminants in load.
Contaminants	<p>Including but not limited to:</p> <ul style="list-style-type: none"> <li>▪ <b><u>Prohibitives</u></b>: Any materials which by their presence, in excess of the amount allowed, may damage equipment or make the material unacceptable and unusable as the grade specified.</li> <li>▪ <b><u>Zero Tolerance Waste</u></b>: Waste that, in Millennium's sole and absolute discretion, is not acceptable for management or disposal at Millennium's facility, including, but not limited to, the following: <ol style="list-style-type: none"> <li>1. Regulated Waste (as defined by OSHA or any applicable federal, state, or local statute, administrative rule, regulation or order) (e.g., blood, blood waste, anatomical and pathological waste, body fluids, biological and microbiological waste, contaminated sharps and laboratory equipment, isolation waste);</li> <li>2. Hazardous Waste (as defined by the EPA or any applicable federal, state, or local statute, administrative rule, regulation or order), including Listed, Characteristic, Universal, and Mixed Waste (e.g., biohazard, radioactive, ignitable, persistent, reactive, or toxic material; polychlorinated biphenyls (PCBs); friable asbestos; corrosives);</li> <li>3. Medical waste; any materials that may have been exposed to Health care-associated infections (HAIs); biological, physical and chemical hazards; agriculture and animal waste; and municipal and industrial waste (e.g., non-surgical, non-radioactive medical equipment; materials ignitable at higher temperatures; materials that in their pure state are safe but are a danger when combined; corrosives below the limit of concentration; pharmaceuticals; bandages; cultures; body organs; medical instruments; invasive devices; central lines; urinary catheters; ventilators; animal carcasses; any hydraulic fluid, petroleum product, or petroleum derivative/mixture including gasoline and diesel fuel);</li> <li>4. Any waste that would trigger an employee or community "right-to-know" requirement adopted by any regulatory or similar body having jurisdiction over Millennium, or for which any such body has adopted any requirements for the preparation or distribution of a safety data sheet; and</li> <li>5. Any other waste that, in the sole and absolute discretion of Millennium, may pose a danger or hazard to its employees, its equipment, its facilities, the environment, or the general public if such waste is stored, transported, exposed to heat/cold/air moisture, or otherwise managed or disposed of by Millennium.</li> <li>6. <i>(See Policy and Procedure for Zero Tolerance Waste)</i></li> </ol> </li> </ul>

**Grades, Descriptions, Payments and Fees\*****PRIMARY GRADES**

OCC	Old Corrugated Cardboard - Load contains corrugated containers having liners of kraft, jute, or test liner. Outthrows do not exceed 5%. Contaminants do not exceed 1% ( <i>See separate OCC Specifications</i> ). <u>Current market price.</u>
SS	Single Stream - Load material qualifies as Single Stream. As there is no single recognized industry standard regarding single stream specifications, the specifications contained herein are subject to change. Excessive individual materials in a load may incur fees if materials do not allow for proper running with single stream material. Single stream operation and pricing is based on a blend of all accepted residential materials. Single Stream specifications can be found at millenniumrecycling.com/singlestream. Note: Shredded paper is to be bagged/secured in clear plastic bags or not be included in the single stream and recycled separately. Contaminants do not exceed 1%. <u>Current market price.</u>

**SECONDARY GRADES**

OCC #2	Load would otherwise qualify as OCC but contains excessive Outthrows ( <i>See separate OCC Specifications for examples</i> ). <u>Current market price less \$25/Ton.</u>
OCC Processing	Load would otherwise qualify as OCC but presence of Contaminants exceeds allowable percentage and requires complete sorting of the load ( <i>See separate OCC Specifications for examples</i> ). <u>Current market price less \$75/Ton.</u>
SSB	Single Stream Baled - Current Market price less \$10/Ton. Higher fee may be applied based on material quality and bale integrity at the discretion of Millennium staff.
SS Processing	Load would otherwise qualify as SS but presence of Contaminants exceeds allowable percentage and/or material does not meet SS specifications. Load requires complete sorting. <u>Current market price less \$75/Ton.</u>
Reject-Accept	Load contains Contaminants throughout entire load but is accepted. Load requires additional sorting and/or special handling above and beyond normal processing, causing significant interruption in operations. <u>Current market Price less \$100/Ton. Minimum flat fee of \$100 is applied to loads weighing less than 1 Ton.</u>
Reject	<b>Millennium may, at its sole discretion, reject an entire load.</b> Load contains Contaminants such that it does not justify sorting of any kind. Customer is responsible for providing a container for Reject load and transporting to the landfill. <u>Removal from Millennium's facility must occur within 1 hour or less of notice.</u> Rejected loads not removed from premises after 1 hour of notice will be loaded and disposed of by Millennium to ensure availability of tip floor and reduce contamination of clean materials. <u>Minimum flat fee of \$250 is applied to load material into provided container, or \$100 per ton.</u>
Other	Any and all other non-primary grades not specifically set forth herein shall be dealt with by Millennium on a case-by-case basis, in Millennium's sole and absolute discretion.

**OTHER ADJUSTMENTS**

Trash	Visible, easily accessible Contaminants not representative of remaining load ( <i>See Grading Procedure</i> ). <u>Current market price for non-Contaminated portion. Market cost for disposal of estimated weight of trash is applied.</u> Pallets Pallets (of all types) found in load are charged a \$20 recycling fee per unit.
Micro	Electronics or Appliances found in load are charged a \$40 recycling fee per unit.
Tires	Tires found in load are charged a \$25 recycling fee per unit.
Labor	A minimum labor fee of \$50 is applied for sorting and/or cleanup with an additional \$50 per hour applied after the first hour.
Equipment Labor	A minimum labor fee of \$100 per hour is applied for use of equipment outside of normal operations.
Moisture	Excessive moisture from water/snow or other liquid/moisture will result in a weight adjustment for rebate loads.
Glass	Load would otherwise qualify as SS but the presence of Glass exceeds 50%.

**\*Prices agreed to in signed, written contract supersede prices shown. Fees subject to change based on market prices.**

**Procedure for Grading**

Each load is examined by Millennium staff upon receipt. The following provides a general outline for Millennium's downgrading procedure; however, alternate procedures may be employed if, in the sole and absolute discretion of Millennium, such alternate procedures are necessary to safely and fairly determine the appropriate downgrade.

**Contamination:**

1. If visible Contaminants are found, attendant notifies Supervisor.
2. Supervisor inspects load and photos are taken of Contaminants.  
*Note: Not all Contaminants may be able to be properly captured via photo, Millennium staff tries to relay an adequate representation of the total Contamination, but often the items are larger or more spread throughout the load than photos can accurately capture. Suppliers are welcome to be present during unload to witness grading procedure.*
3. If Contaminants are identified that may cause employee safety concerns or cause damage to the equipment, the load is back dragged and checked more thoroughly by the Supervisor. More photos are taken if needed to communicate Contamination (*See Policy and Procedure for Zero Tolerance Waste*).
4. Supervisor estimates the percentage of Contaminants in the load and notifies scale attendant of estimation. If additional sorting or special handling is required, Supervisor notifies scale attendant of downgrade (*See Grade and Descriptions for definitions and fees*).
5. Scale attendant adjusts ticket with estimated percentage or downgrade. A weight and downgrade is automatically calculated based on net weight and grade specifications.
6. Scale attendant notifies Supplier Relations Representative of adjustment.
7. Supplier Relations Representative reviews ticket adjustment. If more information is needed, the attendant and Supervisor responsible for the estimation are contacted for details and further visual inspection or more pictures are taken if necessary.
8. If the estimation is reasonable based on the information provided, the adjustment is finalized and notice is sent to the customer along with photos.

**Glass:**

1. All loads are assumed to be the primary Single Stream (SS) grade unless otherwise notified.
2. Glass loads are determined by bay attendant with an estimated percentage upon visual and audible detection during unload.

**Micro:**

1. Electronics or appliances items are found. Additional processing and labor fees may be required beyond the per item fee due to handling and shipping requirements for proper disposal.
2. Per DOT requirements, batteries fall within the category of Universal Waste and increasingly cause safety and fire related dangers to Millennium's facility. Batteries and other electronics will incur fees related to the requirements of proper disposal if found in excess or cause of hazard.

**Moisture:**

1. Moisture is recorded for the City of Sioux Falls reporting purposes. The City adjusts the total recycling percentage based on excess moisture weights.
2. If excess moisture is deducted, a percentage of the load is estimated by bay attendant depending on area of amount seen compared to entire load.
3. Bay attendant notifies scale attendant to adjust ticket.

**Outthrows:**

1. If excessive Outthrows are found exceeding allowable percentage in fiber load, bay attendant notifies scale attendant (*See separate OCC Specifications for examples*).

**Policy for Zero Tolerance Waste**

The presence of Zero Tolerance Waste in Millennium's facility has a significant impact on its operation and places an undue burden and risk on the safety of both its employees and the community at large. Because of this, Millennium maintains a zero tolerance policy for, expressly prohibits the delivery of, and will refuse the acceptance of any and all Zero Tolerance Waste in its facility.

**Procedure for Zero Tolerance Waste**

Millennium enacts and Hauler, by delivering recyclables to Millennium's facility, hereby agrees to fully comply with the following procedures related to any discovery of Zero Tolerance Waste at Millennium's facility:

1. Millennium will shut-down its facility immediately, photograph the Zero Tolerance Waste, and remove the Zero Tolerance Waste from its facility.
2. Millennium will use its good faith effort to determine the Hauler and Generator that were the source of the Zero Tolerance Waste.
3. Upon identification of the Hauler and Generator responsible for depositing the Zero Tolerance Waste:

**a. For Every Violation:**

- i. Millennium will notify the Hauler and Generator (if known) of the Zero Tolerance Waste violation and remind them of SDCL 34A-6-102.1, if applicable.
- ii. If required by law, Millennium will notify OSHA.
- iii. Millennium will report the Zero Tolerance Waste as residue to the City of Sioux Falls.
- iv. The Hauler and/or Generator may accept responsibility for the removal and disposal of the Zero Tolerance Waste. Zero Tolerance Waste must be removed by the close of business on the day of such party's acceptance of responsibility. If such Zero Tolerance Waste is not removed within the timeline specified, Millennium may, at its sole discretion, assess the Hauler with reasonable fees relating to the storage, removal, and disposal of the Zero Tolerance Waste.
- v. The Hauler and/or Generator may request that Millennium set aside the Zero Tolerance Waste for inspection to occur before the close of business on the day of such request. Following the requested inspection, the Hauler and/or Generator may dispose of the Zero Tolerance Waste, or the Hauler and/or Generator may authorize Millennium to dispose of the Zero Tolerance Waste for a reasonable fee.
- vi. If neither the Hauler nor Generator chooses to take responsibility for the removal and disposal of the Zero Tolerance Waste, Millennium may, in its sole discretion, assess the Hauler reasonable costs for storage, removal, and disposal of the Zero Tolerance Waste.
- vii. Millennium will notify the Hauler and Generator (if known) that it must submit to Millennium, in writing, within 48 hours, the corrective action to be taken by said party to ensure that Zero Tolerance Waste will not be delivered to Millennium in the future.
- viii. Millennium will assess an automatic \$750 fee for delivery of Zero Tolerance Waste and a \$500 training fee to the Hauler, regardless of quantity or source of Zero Tolerance Waste. For first-time offenders, Millennium will offer a refund of the \$500 training fee contingent upon both the Hauler and Generator completing training and facility audit offered by Millennium within thirty days of notification of the delivery of Zero Tolerance Waste.
- ix. Millennium may, at its sole discretion, assess to the Hauler an additional processing fee consistent with the grading procedures described in the Material Specifications for OCC and Single Stream.
- x. Millennium may, at its sole discretion, reject the entire delivery consistent with the grading procedures described in the Material Specifications for OCC and Single Stream.

**b. For Each Repeat Violation by a Hauler:**

- i. Millennium will notify OSHA and local authorities.
- ii. The Hauler will indemnify and hold Millennium harmless for any fine, fee, or other cost or expense related to the Zero Tolerance Waste, including but not limited to fines from OSHA or any other governmental entity. Additionally, the Hauler will indemnify and hold Millennium harmless from any claim, including, but not limited to, reasonable attorney's fees and court costs for defending against such claims, arising or alleged to arise from Zero Tolerance Waste.
- iii. The Hauler accepts liability for any injury to persons or property relating to the Zero Tolerance Waste.
- iv. The Hauler and Generator must complete training offered by Millennium within thirty days of notification of the delivery of Zero Tolerance Waste, or, at its sole discretion, Millennium may refuse to accept future deliveries from the Hauler and/or Generator.