

POLICY, PROCEDURE, AND MATERIAL SPECIFICATIONS (PPMS)

Millennium enacts, and Hauler and/or Generator, by delivering recyclables to Millennium’s facility, hereby agrees to fully comply with these Policy, Procedure, and Material Specifications (PPMS). The PPMS are requirements for use of Millennium’s facility and services, and are subject to change, without notice, in Millennium’s sole and absolute discretion.

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GENERAL DEFINITIONS

Generator	Original generator of recyclables, including customers whose materials are collected and delivered by a Hauler to Millennium, or customers who deliver materials directly to Millennium.
Hauler	Company that has agreed to deliver recyclables to Millennium.
Millennium	Millennium Recycling, Inc.
Contamination	Presence of Contaminants in load.
Contaminants	Including but not limited to any materials which by their presence, in excess of the amount allowed, may damage equipment or make the material unacceptable and/or unusable as the grade specified.
Outthrows	<p>Pertains to OCC and Fiber grades only. All materials which by their presence, in excess of the amount allowed, make the material undesirable and/or unsuitable for consumption as the grade specified. Outthrows may include but are not limited to:</p> <ul style="list-style-type: none"> • Non Domestic OCC, low fiber quality (<i>often of Asian origin</i>) • Chipboard & Boxboard • Beverage & Carrier Stock • Cornerboard • Office & Other Papers • Books, Catalogs, & Magazines • Molded Pulp • Tubes & Cores • Newsprint
Prohibitives	<p>Pertains to OCC and Fiber grades only. 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. Prohibitives may include but are not limited to:</p> <ul style="list-style-type: none"> • Bottles & Cans • Mill Wrappers & Headers • Rubber Objects • Dirt & Rocks • Multi-all Bags • Styrofoam • Foil & Metals • Plastics, Shrink/Stretch Wrap, Film, Banding • Wax OCC • Glass • Poly-Laminated Board Paper • Wood
Unacceptable Contaminants	<p>Any materials which by their presence, in any amount, may pose a threat to human health and safety or cause damage or harm. Primary concerns are for Millennium employees and Haulers, as well as for those who may use the final products for things such as food packaging. Unacceptable Contaminants may include but are not limited to:</p> <ul style="list-style-type: none"> • Poisonous or Dangerous Substances • Free Flowing or Unmanageable Liquids • Dirt, Rocks, Debris • Excessive Food Waste
Zero Tolerance Waste	Waste that, in Millennium’s sole and absolute discretion, is not acceptable for management or disposal at Millennium’s facility, including. Refer to Zero Tolerance Waste Policy herein for full definitions.

MATERIAL GRADES AND SPECIFICATIONS

Grade	Descriptions	Payments/Fees
PRIMARY GRADES*		
SS - Clean Single Stream	<p>Load contains a blend of all accepted material categories.</p> <ul style="list-style-type: none"> • Individual accepted material categories do not exceed 50% • Contaminants do not exceed 1% <p>As there is no single recognized industry standard regarding single stream specifications, the specifications contained herein are subject to change (<i>Millennium's Accepted Guide is available at millenniumrecycling.com/singlestream</i>)</p> <p>Note: Plastic Bags are not accepted in SS. The only exception is shredded paper, which is to be bagged/secured in clear plastic bags if included in SS, or bagged and recycled separately.</p>	Current market price
OCC - Old Corrugated Cardboard	<p>Load consists of printed or unprinted, flattened or compacted, corrugated containers having liners of kraft, jute, or test liner which are made of two sheets of linerboard sandwiching a layer of fluting to make what is commonly referred to as a "cardboard box." (<i>ISRI Circular 2014</i>).</p> <ul style="list-style-type: none"> • Outthrows do not exceed 5% • Prohibitives do not exceed 1% • Materials likely to have been exposed to unacceptable contaminants must not be used. <p>Bale requirements: All Bales must be baled with a minimum of four wires per bale (<i>10g-13g</i>), weigh at least 800* pounds, and must remain intact through load, ship, off-load, storage, and stacking. Do not use pallets.</p> <p><i>*Mill preference 1000 lbs or heavier</i></p>	Current market price
SECONDARY SS GRADES*		
SSP - Single Stream Processing	<p>Load would otherwise qualify as SS, but contains Contaminants exceeding 1%;</p> <p>and/or material does not meet SS specifications;</p> <p>and/or material requires complete sorting.</p>	Current market price less \$160/Ton
SSB - Single Stream Baled	<p>Load would otherwise qualify as SS, but is baled.</p> <p>Additional fees may apply based on material quality and bale integrity at the discretion of Millennium.</p>	Current Market price less \$25/Ton
SECONDARY OCC GRADES*		
OCC #2	<p>Load would otherwise qualify as OCC, but contains Outthrows exceeding 5%</p>	Current market price less \$25/Ton
OCC Processing	<p>Load would otherwise qualify as OCC, but contains Contaminants exceeding 1%;</p> <p>and/or material requires complete sorting.</p>	Current market price less \$75/Ton

OTHER ADJUSTMENTS*		
Heavy Blend	Load would otherwise qualify as SS but the presence of one category exceeds 50%	TBD by material type and labor incurred
Reject	<p>Load would otherwise qualify as SS or OCC, but contains approximately 40% or more by volume of MSW or Unacceptable Contaminants such that it does not justify sorting of any kind.</p> <ul style="list-style-type: none"> •Millennium may, at its sole discretion, reject an entire load. •Customer is responsible for providing a container for Reject load and transporting it to the landfill. •Removal from Millennium’s premises must occur within 1 hour or less of notice. •If not removed after 1 hour of notice, material will be loaded and disposed of by Millennium and fees shall apply. 	<p>If less than 1 ton disposed of by Millennium: \$125/Ton fee</p> <p>If more than 1 ton and reloaded by Millennium: Minimum flat fee of \$250.</p> <p>Additional fees for late pick up/ and/or if Millennium disposes.</p>
Labor	Sorting and/or cleanup within normal operations	Minimum flat fee of \$60; with an additional \$60/hr after first hour
Equipment Labor	Sorting and/or cleanup that requires use of equipment outside of normal operations.	Minimum flat fee of \$100; with an additional \$100/hr after first hour
Trash	Visible Contaminants that are easily accessible to separate out for disposal and are not representative of remaining materials in load	\$125/Ton
Pallets	Pallets <i>(of all types)</i> found in load.	\$20/Unit
Micro	<p>Electronics, Batteries, or Appliances found in load.</p> <ul style="list-style-type: none"> •Additional processing and labor fees may be required beyond the per item fee due to handling and shipping requirements for proper disposal of these items. 	<p>\$40*/Unit</p> <p><i>*larger/heavy units will incur additional fees</i></p>
Tires	Tires found in load.	\$25/Unit
Moisture	Excessive moisture from water/snow or other liquid/moisture will result in a weight adjustment for rebate loads.	NA
Zero Tolerance Waste	<p>Refer to Zero Tolerance Waste Policy and Procedure herein.</p> <p><i>*Training Fee is reimbursable contingent upon training.</i></p>	<p>\$750 Delivery Fee</p> <p>\$500 Training Fee*</p> <p><i>Additional fees as needed</i></p>
<p><i>*Prices agreed to in signed, written contract supersede prices shown. Fees subject to change based on market.</i></p> <p><i>*Percentages by weight that exceed the defined levels are subject to downgrade in price or rejection.</i></p> <p><i>*Any and all other secondary grades not specifically set forth herein shall be determined by Millennium on a case-by-case basis, in Millennium’s sole and absolute discretion.</i></p>		

POLICIES AND PROCEDURES**Procedure for Grading**

Each load is examined by Millennium staff upon receipt. The following provides a general outline for Millennium's downgrading procedures; 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.

Primary Grades

1. All loads are assumed to be the primary SS or OCC grades, unless otherwise notified.

Secondary Grades

Processing:

1. If excessive Contaminants are found, Bay Attendant inspects load and photos are taken. *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.*
2. Bay Attendant estimates percentage of Contaminants in the load and notifies Scale Attendant, along with any additional sorting or special handling required.
3. Weights and downgrades are automatically calculated based on net weight and grade specifications.
4. Notice is sent to the Hauler and/or Generator along with photos.

OCC #2:

1. If excessive Outthrows are found exceeding allowable percentage in OCC or Fiber load, Bay Attendant notifies Scale Attendant.
2. Downgrades are automatically calculated based on net weight and grade specifications.

Other Adjustments

Heavy Blend:

1. Heavy Blend loads are determined by Bay Attendant with an estimated percentage upon visual and/or audible detection during unload (e.g. excessive glass, excessive paper rolls, etc.).

Reject:

1. Bay Attendant estimates percentage of Contaminants in the load and notifies Scale Attendant. If over 40%, load may be rejected.
2. Determination of rejection is at Millennium's sole discretion.
3. Reasonable efforts will always be made to avoid rejection, including keeping and disposing of partial loads if approximately 500 lbs or less.
4. Rejection is always made with the intent that the source has the opportunity to clean up the material and is not intended for landfill disposal unless it is MSW.
5. If rejected, Hauler and/or Generator will be instructed to take a copy of the signed ticket and provide it to the landfill to confirm the load was rejected and allow material to be landfilled.

Labor, Equipment Labor:

1. If labor is incurred due to materials in load, hours are tracked and recorded by Scale Attendant.

Trash, Pallets, Micro, Tires:

1. If items are found, Bay Attendant notifies Scale Attendant of weight and/or unit count.

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 the Bay Attendant depending on the area of amount seen compared to the entire load and communicated to the Scale Attendant to adjust the ticket.

Policy for Education

By delivering materials to Millennium, Hauler and/or Generator agrees to educate customers and provide education resources in accordance with Millennium's accepted materials. Available education resources include printed Accepted Guides, Waste Assessments for commercial customers, and other customized education as required.

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, but not limited to, the following:

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;
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;
3. Medical Waste; any materials that may have been exposed to Healthcare-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;
4. Flammable and Energetic Hazardous Waste (EHW); any materials that may cause fire and/or explosion related dangers; e.g., lithium-metal or lithium-ion batteries (found in electronics like laptops, tablets, cameras, cell phones), power tool batteries, e-cigarettes and vape pens, car batteries, electric toothbrushes, hobby toy batteries (found in RC cars, planes, and drones), flammable and combustible liquids, fuel tanks (e.g. gas grill tanks, camping stove canisters, large industrial cylinders, compressed aerosol cans), and energetic hazardous wastes (e.g. munitions and firearm ammo, consumer and commercial fireworks, flares, hobby rocket propellants, automobile airbag propellants).
5. "Right-To-Know" Waste; 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
6. 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.

Procedure for Zero Tolerance Waste

Millennium enacts and Hauler or Generator, 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 may shut-down its facility, photograph the Zero Tolerance Waste, and remove it from the 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/or Generator responsible for depositing the Zero Tolerance Waste:
 - a. For Every Violation:
 - i. Millennium will notify the Hauler and/or 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 and/or Generator 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 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 and/or Generator 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 or Generator, 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 the 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 or Generator an additional processing fee consistent with the grading procedures described herein.
- x. Millennium may, at its sole discretion, reject the entire delivery consistent with the grading procedures described herein.
- xi. The Hauler and/or Generator accepts liability for any injury to persons or property relating to the Zero Tolerance Waste.
- xii. The Hauler and/or Generator 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 and/or Generator 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.

b. For Each Repeat Violation by a Hauler or Generator:

- i. Per OSHA recommendation, any repeat violations will be reported to OSHA and local authorities.
- ii. The Hauler and/or 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.