

C-16-53

10


**FOR: Hauling & Processing of Construction & Demolition Related Material**  
**Two Year Contract**

AMT: FY17 \$92.00 per ton (FY16 we paid \$95.45)  
FY18 \$94.30 per ton

- |   |     |
|---|-----|
| 1. This award is based on competitive bids  | YES |
| 2. The above company was the lowest qualified bidder  | YES |
| 3. Was this contract a result of a budget item?   | YES |
| a) If not, how will the money be raised?  |     |
| 4. Was the bid process required by law?   | NO  |
| a) If not, under what provisions of law will the contract be awarded?                                       |     |
| M.G.L. c.30B §1(b)(30).   |     |
| 5. Have all required specifications been complied with?   | YES |
| 6. Does the item require a service contract to guarantee proper performance?                                | YES |
| 7. Are performance bonds required and have they been provided?  | YES |
| UPON AWARD OF CONTRACT  |     |
| 8. Are there any penalty clauses either for lack of delivery or performance or for failure to pay on time ? | YES |
| 9. Is this contractor a Methuen businessman?  | NO  |
| 10. Are there sufficient funds to encumber the expenditure?   | YES |

SOLID WASTE DISPOSAL/TIPPING FEES ACCT # 01-3890-5300-39810

6/1/16  
Date

  
Stephen N. Zann, Mayor

**AMENDMENT TO AGREEMENT**  
**EXTENSION #3**  
**BETWEEN**  
**CITY OF METHUEN AND WASTE MANAGEMENT OF LONDONDERRY**

Whereas the City of Methuen ("City") and Waste Management of Londonderry, Inc. ("Contractor") entered into an Agreement for the disposal and hauling of construction and demolition related material from the City of Methuen Transfer Station for a fixed term beginning on July 1, 2011; and extended by amendment dated July 1, 2015

Whereas said Agreement gives the City the option to extend at its sole discretion and the City wishes to extend the term of said Agreement for an additional term of two (2) years;

Now, therefore, in consideration of the mutual covenants contained in the Agreement, the parties hereto agree that the terms of said Agreement are hereby renewed and extended until the 30<sup>th</sup> day of June 2018.

Pursuant to Section 3. COMPENSATION, of the Agreement, the City elects to pay on a per-ton basis at the rate of \$92.00 per ton for FY17 and \$94.30 for FY18 as specified.

In all other respects the terms and provisions of said original Agreement are reaffirmed and agreed to apply for the extended term.

In Witness Whereof, the parties have executed this Agreement this 7<sup>th</sup> day of July, 2016.

**For City of Methuen:**

By: Stephen N. Zanni  
Stephen N. Zanni, Mayor

Date: 7/7/16

**For Waste Management of Londonderry, Inc.:**

By: [Signature]  
Name Print: [Signature]

Title: PUBLIC SECTION REPRESENTATIVE

Date: 6/27/16

**APPROVED AS TO FORM:**

Anne Randazzo  
Anne Randazzo, Asst. City Solicitor



## CERTIFICATE OF AUTHORITY

### **WASTE MANAGEMENT OF LONDONDERRY, INC.**

I, Gail M. Lynch, Assistant Secretary of Waste Management of Londonderry, Inc., a Delaware corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

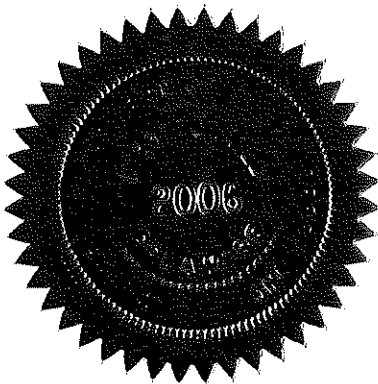
**Resolved**, that Roy Boyer, Public Sector Representative of the Corporation, is hereby authorized, following compliance with appropriate corporate policies and procedures, to prepare, execute and submit, on behalf of the Corporation, bid proposals ("Bids"), and to execute and deliver on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with the City of Methuen, Massachusetts – Hauling & Processing of Construction and Demolition Related Material Bid (the "City of Methuen Bid"), for the period beginning on July 1, 2016 and ending on June 30, 2018, and is hereby further authorized to execute and deliver on behalf of the Corporation any contracts and bonds with respect to the City of Methuen Bid.

Dated this 6<sup>th</sup> day of July, 2016

WASTE MANAGEMENT OF LONDONDERRY, INC.

A handwritten signature in black ink, appearing to read "Gail M. Lynch", written over a horizontal line.

Gail M. Lynch, Assistant Secretary



LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS,  
EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.

ATTESTATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I,  
to my best knowledge and belief, I am in compliance with all the laws of the Commonwealth  
relating to taxes, reporting of employees and contractors, and withholding and remitting child  
support.

WASTE MANAGEMENT OF LONDON DERRY INC. 20-5657050  
\*Signature of Individual \*\*Social Security Number  
or Corporate Name (Mandatory) (Voluntary) or Federal Identification Number

By: Roy Boyer  
Corporate Officer  
(Mandatory, if Applicable)

Date: 7/5/16

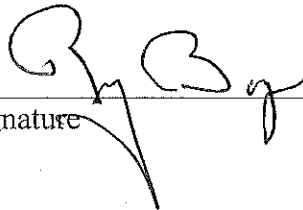
Roy Boyer  
Print name

\* Approval of a contract or other agreement will not be granted unless this  
certification clause is signed by the applicant.

\*\* Your social security number will be furnished to the Massachusetts Department of  
Revenue to determine whether you have met tax filing or tax payment of obligations.  
Providers who fail to correct their non-filing or delinquency will not have a contract or  
other agreement issued, renewed, or extended. This request is made under the authority of  
Mass. G.L.C. 62C, S. 49A.

## STATEMENT OF GOOD STANDING

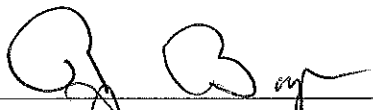
In accordance with State and Federal regulations, WASTE MANAGEMENT of Loudon County, TN  
hereby certify that we are not disbarred, suspended or otherwise excluded from  
receiving funds or bidding on any project by any State or Federal agency.

  
Signature

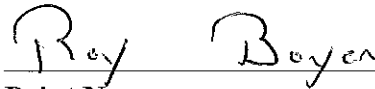
7/5/16  
Date

### CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.



Signature of person submitting contract/bid



Print Name

WASTE MANAGEMENT OF LONDONDEMY INC.

Name of Business

7/5/16

Date

**AMENDMENT TO AGREEMENT**  
**EXTENSION #2**  
**BETWEEN**  
**CITY OF METHUEN AND WASTE MANAGEMENT OF LONDONDERRY**

Whereas the City of Methuen ("City") and Waste Management of Londonderry, Inc. ("Contractor") entered into an Agreement for the disposal and hauling of construction and demolition related material from the City of Methuen Transfer Station for a fixed term beginning on July 1, 2011; and extended by amendment dated July 5, 2014

Whereas said Agreement gives the City the option to extend at its sole discretion and the City wishes to extend the term of said Agreement for an additional fixed term of one (1) year;

Now, therefore, in consideration of the mutual covenants contained in the Agreement, the parties hereto agree that the terms of said Agreement are hereby renewed and extended until the 30<sup>th</sup> day of June 2016.

Pursuant to Section 3. COMPENSATION, of the Agreement, the City elects to pay on a per-ton basis at the rate of \$95.45 as specified.

In all other respects the terms and provisions of said original Agreement are reaffirmed and agreed to apply for the extended term.

In Witness Whereof, the parties have executed this Agreement this 1 day of July, 2015.

**For City of Methuen:**

By: Stephen N. Zanni  
Stephen N. Zanni, Mayor

Date: 6/16/15

**For Waste Management of Londonderry, Inc.:**

By: [Signature]  
Name: \_\_\_\_\_

Title: PUBLIC SECTOR REPRESENTATIVE

Date: 6/9/15

**APPROVED AS TO FORM:**

[Signature]  
Kerry R. Jenness, City Solicitor

**AMENDMENT TO AGREEMENT**  
**BETWEEN**  
**CITY OF METHUEN AND WASTE MANAGEMENT OF LONDONDERRY**

Whereas the City of Methuen ("City") and Waste Management of Londonderry, Inc. ("Contractor") entered into an Agreement for the disposal and hauling of construction and demolition related material from the City of Methuen Transfer Station for a fixed term beginning on July 1, 2011; and

Whereas said Agreement gives the City the option to extend at its sole discretion and the City wishes to extend the term of said Agreement for an additional fixed term of one (1) year;

Now, therefore, in consideration of the mutual covenants contained in the Agreement, the parties hereto agree that the terms of said Agreement are hereby renewed and extended until the 30<sup>th</sup> day of June 2015.

Pursuant to Paragraph 3 of the Agreement, the City elects to pay on a per-ton basis at the rate of \$93.12 as specified.

In all other respects the terms and provisions of said original Agreement are reaffirmed and agreed to apply for the extended term.

In Witness Whereof, the parties have executed this Agreement this 5 day of July, 2014.

**For City of Methuen:**

By: Stephen M. Zanni  
Stephen M. Zanni, Mayor

Date: 7/23/14

**For Waste Management of Londonderry, Inc.:**

By: Ry By  
Name:

Title: PUBLIC SECTOR REP

Date: 7/5/2014

**APPROVED AS TO FORM:**

Kerry M. Regan  
Kerry M. Regan, City Solicitor



# HAULING & PROCESSING OF CONSTRUCTION AND DEMOLITION RELATED MATERIAL

This Agreement entered into 11/15, 2011, by and between the City of Methuen, Massachusetts (referred to as "City"), a Municipal corporation, organized under the laws of the State of Massachusetts, whose principal place of business is 41 Pleasant Street, Methuen, Massachusetts 01844 and **Waste Management of Londonderry, Inc.**, a Delaware Corporation, (referred to as "Contractor"), whose principal place of business is 26 Liberty Drive, Londonderry, New Hampshire 03053.

When this Agreement refers to the "Contractor" it includes the Contractor's employees and agents. The subject of this Agreement is the disposal and hauling of construction and demolition related material from the City of Methuen Transfer Station.

**WHEREAS**, the Contractor is in the business of collecting and transporting for processing or ultimate disposal of construction and demolition related material; and

**WHEREAS**, the City desires to engage Contractor to collect construction and demolition related material at the Transfer Station for transportation to designated processing facilities; and

**WHEREAS**, the Mayor is authorized to execute this Agreement pursuant to local and state regulations.

**NOW THEREFORE**, in consideration of the mutual covenants, undertakings and promises of the City and Contractor as set forth herein, the City and Contractor do hereby covenant, promise and agree as follows:

## 1. DEFINITIONS

**1.1 Transfer Station**. Shall mean the construction and demolition, solid waste and recycling facility duly authorized by the State of Massachusetts, operated by the City and located on Huntington Avenue within the City boundaries of Methuen, Massachusetts.

**1.2 Processing Facility**. Shall mean permitted construction and demolition related material processing and/or disposal facilities including but not limited to LL&S Inc., located at 87 Lowell Road, Salem NH.

**Municipal Solid Waste ("MSW")**. Non-Baled solid waste normally disposed of by households in the State of Massachusetts.

**1.3 Construction and Demolition Related Material (referred to as "Demo Debris")**. Shall mean construction and demolition related material generated in the City and delivered to the Transfer Station. "Demo Debris" shall include, but not be limited to the following items: wood, siding, shingles, concrete, bricks, furniture (to include couches, sofa-beds, stuffed chairs, and other bulky waste, etc.). Demo Debris shall not include Hazardous or Unacceptable Waste as defined under Exhibit A, Special Waste, or appliances that may contain or have contained Chlorofluorocarbons or CFC's, as commonly understood.

1.4 Special Waste. Shall mean any material, which is generated within the City and is classified as a "special waste" or "miscellaneous special waste" by Contractor or the State where the Processing/Disposal Site is located. Special waste or miscellaneous special waste must be subjected to analysis by a laboratory. Such analysis will be reviewed by the Contractor and by the appropriate state agencies, before any decision can be made regarding its transportation or disposal. Loads hauled by Contractor from the Transfer Station to the Processing/Disposal Site will be inspected periodically to ensure compliance with Contractor's "special waste" handling procedures. Examples of Special Waste include, but are not limited to, street sweepings, ash or contaminated soils.

## 2. TERM

This Agreement shall be effective on July 1, 2011 through June 30, 2014, unless sooner terminated as provided herein. This Agreement incorporates, the terms of the Invitation For Proposals (IFP) issued in May 2011 by the City and the contractor's May 26, 2011 Proposal For Hauling & Disposal of Construction and Demolition Related Material which are made a part hereof, provided that in the event of inconsistency between the documents the terms of this Agreement shall govern, followed by Contractor's Proposal and the IFP. The contract may be renewed for one additional period of two years at the sole discretion of the City. Annual renewals are contingent upon approved funding at the City Meeting.

## 3. COMPENSATION

The total charge to the City for the above service for each year shall be based on the Contractor's May 26, 2011 Proposal For Hauling & Disposal of Construction and Demolition Related Material payable according to the following schedule, subject to adjustment as provided under Section 4.

**Total Annual Cost (includes container, hauling and tipping costs)**

Acceptance Period	Annual Cost
July 1, 2011 – June 30, 2012 Year One	\$172,000.00 per year
July 1, 2012 – June 30, 2013 Year Two	\$176,300.00 per year
July 1, 2013 – June 30, 2014 Year Three	\$180,700.00 per year
July 1, 2014 – June 30, 2015 Option Year 1	\$185,200.00 per year
July 1, 2015 – June 30, 2016 Option Year 2	\$189,800.00 per year

The Total Annual Cost includes container, hauling and tipping costs. This Annual Cost is for up to 2,000 tons per year based on historical payloads of 5.5 tons per load based on the continuance of 40 cubic yard containers being provided by the Contractor City will compensate contractor for any tonnage in excess of 2000 each fiscal year. During any fiscal year that an average load drops below the 5.5 specified requirement both parties agree to negotiate in good faith payment for any additional transportation cost.

**Price Per Ton over 2000 Annual Tons (includes container and hauling costs and per ton tipping fee)**

Acceptance Period	Tip fee
July 1, 2011 – June 30, 2012 Year One	\$86.45 per ton
July 1, 2012 – June 30, 2013 Year Two	\$88.62 per ton
July 1, 2013 – June 30, 2014 Year Three	\$90.84 per ton
July 1, 2014 – June 30, 2015 Option Year 1	\$93.12 per ton
July 1, 2015 – June 30, 2016 Option Year 2	\$95.45 per ton

**4. CHARGES, PAYMENTS, ADJUSTMENTS**

City shall pay for the services by the Contractor in accordance with the aforementioned charges within 45 days of the date of Contractor's invoice. City shall pay a service charge on all past due accounts at a rate of 18% per annum. The City is not required to pay or honor any amount covering services which the City is disputing including any damages therefore. However, the City shall not withhold any sums due the Contractor for services rendered which are not in dispute. The Contractor may increase the charges to the account for uncontrollable circumstances, including, but not limited to: changes in local, state or federal laws or regulation or interpretations thereof; imposition of taxes or fees; and acts of God such as floods, fires, war etc., or acts of terrorism.

**5. COLLECTION EQUIPMENT**

Contractor is authorized by the City to store Contractor owned 40CY containers on City property. Contractor shall ensure that containers will be stored only for authorized City use and at no time shall containers be used for any other purpose.

**6. COMPLIANCE WITH LAWS AND REGULATIONS**

Contractor will comply with any and all federal, state, and local laws and regulations now in effect, or hereafter enacted during the term of this Agreement, which are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

**7. SERVICE AND FORCE MAJEURE**

The Contractor shall provide service for the City within 24 hours from the time of request. Service will typically be provided on a Monday through Friday basis, during normal business hours. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control (referred to as "Force Majeure Events"), including but not limited to strikes, riots, imposition of laws or regulations or changes thereto, governmental orders, fires, extreme weather, major highway reconstruction, acts of God, inability to obtain equipment, permit changes or restrictions thereto, and the affected party shall be excused from performance during the occurrence of such events.

## **8. OPERATION**

The Contractor shall receive Demos Debris that is generated in the City from the City's Transfer Station. The City shall load 40CY containers at the Transfer Station in compliance with all applicable federal and state weight limitations. Contractor shall then transport the containers to the Processing Facility. The Contractor may at any time refuse to accept any Special, Hazardous Waste, Unacceptable Waste, or any materials, substance, or property which in the judgment of Contractor will be harmful, unhealthy, unsafe, or in violation of any federal, State, or local statute or regulation. Title to any Hazardous or Unacceptable Waste shall remain with the City. The weight of the Demolition Debris shall be determined by Contractor by weighing each delivery vehicle upon its arrival at the Processing Facility on a scale to be maintained by Contractor at its expense. The difference between the tare weight of the vehicle when empty and the loaded vehicle shall be deemed to be the weight of the material delivered. Tonnage reports for material accepted in the corresponding month shall accompany each monthly invoice submitted by the Contractor.

## **9. PERMITS AND LICENSES**

Contractor, at its sole cost and expense, shall maintain throughout the term of this Agreement all permits, licenses, and approvals necessary or required for Contractor to perform the work and services described herein.

## **10. INDEMNIFICATION**

Contractor agrees to indemnify and save harmless the said City of Methuen, its officers and agents from all claims and action of every name and description brought against said City, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property to the extent arising from any negligent or wrongful act or omission of said Contractor or its servants or agents, including any sub-contractor(s) hired by said Contractor in the performance of the foregoing demolition, removal and disposal of said building and the capping and cut-off of said utility lines. The Contractor further agrees that if the City or any of its agents or employees is designated as a defendant or a party in litigation as a result of any act or omission of said Contractor or its servants or agents in the performance of this contract that Contractor shall defend said City and provide for the defense of all claims and costs and expenses therefor and to be responsible for any damages imposed or adjudged and all the attendant costs thereof.

In no event, whether in contract, tort or otherwise, shall either party be liable to the other for any special, incidental, consequential, indirect or punitive damages.

## **11. INDEPENDENT CONTRACTOR**

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of City, and no such person shall be entitled to any of the benefits available or granted to employees of City.

## 12. NON-ASSIGNMENT

Neither Contractor nor City shall assign, transfer, convey, or otherwise hypothecate this Agreement of their rights, duties, or obligations hereunder or any part thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

## 13. INSURANCE

Contractor shall obtain and maintain insurance throughout the term of this Agreement, at Contractor's sole cost and expense, not less than the insurance coverage set forth below. Contractor shall list City of Methuen and its officials and employees as additional insured on its liability coverage's, and provide proof of endorsement.

<u>Coverage's</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Personal/Bodily Injury Liability	\$5,000,000.00 Combined Single Limit
Property Damage Liability	\$5,000,000.00 Combined Single Limit
Automobile Bodily Injury	\$5,000,000.00 Combined Single Limit
Automobile Property Damage	\$5,000,000.00 Combined Single Limit
Excess Umbrella Liability	\$2,000,000.00 Each Occurrence

## 14. TERMINATION

A. In the event that either party materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the non-defaulting party shall notify the party in default in writing of the nature of such default. Within thirty (30) days following such notice:

1. The party in default shall correct the default; or
2. In the event of a default not capable of being corrected within thirty (30) days, the defaulting party shall commence correcting the default within thirty (30) days of notification thereof, and thereafter correct the default with due diligence.

B. If the defaulting party fails to correct the default as provided above, the non-defaulting party without further notice, shall have all of the following rights and remedies which may be exercised singly or in combination:

1. The right to declare that this Agreement, together with all rights granted the party in default, hereunder are terminated, effective upon such date as the non-defaulting party shall designate; and
2. If the party in default is the Contractor, the City shall have the right to license others to perform the services otherwise to be performed by Contractor, or to perform such services itself.

## 15. NOTICES

All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

### To The City:

City of Methuen  
41 Pleasant Street  
Methuen, MA 01844

Attn: Mayor City of Methuen

### To The Contractor:

Waste Management of Londonderry, Inc.  
4 Liberty Lane West  
Hampton, NH 03842

Attn: Public Sector Representative

Or to such other address as the parties may designate in writing.

## 16. WAIVER

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provision.

## 17. LAW TO GOVERN

City and Contractor agree that the laws of the Commonwealth of Massachusetts shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

## 18. TITLE OF SECTIONS

Section headings inserted herein are for convenience only and are not intended to aid interpretation and are not binding on the parties.

## 19. AMENDMENT

This Agreement may be modified or amended only by a written consent duly executed by the parties hereto or their representatives.

## 20. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

**21. SUCCESSORS AND ASSIGNS:**

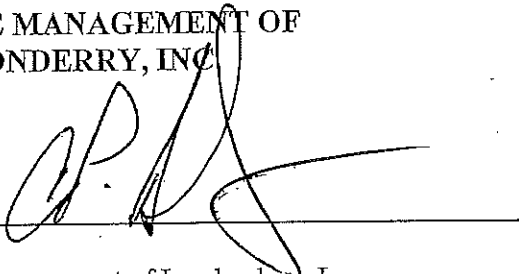
This Agreement shall be binding upon the parties hereto, their successors, and permitted assigns.

**22. ENTIRETY:**

This Agreement and any Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first hereinabove written.

**WASTE MANAGEMENT OF  
LONDONDERRY, INC**



Date 12/1/11

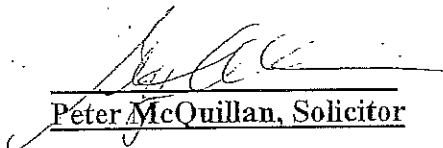
Waste Management of Londonderry Inc.  
By its duly authorized representative,  
Christopher DeSantis, Area Vice President



Date 11/15/11

City of Methuen  
Honorable Mayor, William M. Manzi III

**APPROVED AS TO FORM:**

  
**Peter McQuillan, Solicitor**

## EXHIBIT A

### A. "Hazardous Waste" means:

1. Any material or substance or hazardous substance, which, by reason of its composition or characteristics, is;
  - (a) Toxic or hazardous waste or hazardous substance as defined in either the Solid Waste Disposal Act, 42 U.S.C. 6900 et seq., as replaced, amended, expanded or supplemented the Resource Conservation and Recovery Act, 42 U.S.C. 6903, as replaced amended, expanded or supplemented, or any laws of similar purpose or effect, and such policies or regulations thereunder, or any laws of similar purpose or effect, and any rules, regulations or policies thereunder, or;
  - (b) Special nuclear or by-product materials within the meaning of Atomic Energy Act of 1954;
2. Other materials which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic or dangerous, or otherwise ineligible for disposal in the landfill; and
3. Any material, which would result in Process Residue being Hazardous Waste under (1) or (2) above.

### B. "Unacceptable Waste" means a regulated quantity of any of the following except as authorized by applicable law and regulations and approved for disposal via the Transfer Station at a Disposal Facility pursuant to Contractor's policies and procedures regarding such waste streams:

1. A containerized waste (i.e., drum, barrel, portable tank, box, pail, etc.) listed in 3-8 below.
2. A waste transported in bulk tanker.
3. A liquid waste.
4. A sludge waste.
5. A waste from an industrial process.
6. A waste from a pollution control process.
7. Residue and debris from a cleanup of a spill or release of chemical substances, commercial products or waste listed in 1 - 6 or item 8, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.
8. Contaminated soil, water, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or



disposal of wastes listed in 1 -7, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.

9. An uncharacterized waste.
10. Chemical waste from a laboratory.
11. Articles, equipment and clothing containing or contaminated with polychlorinated biphenyls (PCBs).
12. PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
13. "Empty" containers of waste commercial products or chemicals (this applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc.)
14. Asbestos contained in or from waste from building demolition or cleaning.
15. Commercial products or chemicals whether off-specification, outdated, contaminated or banned.
16. Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste, which would otherwise qualify as a miscellaneous special waste.
17. Infectious waste. (Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medical laboratory, etc., that is contaminated with or may be contaminated with an infectious agent that has the potential of inducing infection. These wastes are wastes if they are untreated, autoclaved or otherwise heat-treated.)
18. Animal waste and parts from slaughterhouses or rendering plants, including wastes from fur or leather products manufacturing.
19. Waste produced by mechanical processing of fruit, vegetables or grain, rinds, hulls, husks, pods, shells, and chaff, food processing wastes which are aqueous or sludges, or which have been contaminated with dyes, additives or preservatives.
20. Pumpings from septic tanks used any size exclusively by dwelling units.
21. Sludges from a publicly owned sewerage treatment plant serving primarily domestic users.
22. Grease trap wastes from residences, restaurants, or cafeterias not located at industrial facilities.
23. Washwater wastes from commercial laundries or laundromats including waste from dry cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers.

24. Wastewater wastes from commercial car washes.
25. Chemical-containing equipment removed from service such as cathode ray tubes, batteries, fluorescent light tubes, etc.
26. Wastes produced from the demolition or dismantle of industrial process equipment or facilities contaminated with chemicals from the process or chemicals or wastes removed or drained from such equipment.
27. Closed cartridge filters from dry cleaning establishments.
28. Explosives, white goods (specifically such goods containing regulated refrigerants or coolants) as sold wastes, human or animal, motor vehicle parts, automobile transmissions, springs and fenders, agricultural and farm machinery, other large machinery or equipment, etc.
29. Materials subject to waste "bans" as defined by law applicable to the material, the Transfer Station or the Processing Facility, including without limitation, all waste subject to disposal restrictions under DEP solid waste management regulations.
30. Universal Wastes as listed by the State of Massachusetts Hazardous Waste Management Regulations, Chapters 850 through 857. Universal wastes are: Cathode Ray Tubes; Florescent Lamps; Mercury Containing thermostats; totally enclosed, non-leaking polychlorinated biphenyl (PCB) ballasts.