

# Maine Resource Recovery Association



142 Farm Rd. Suite 2  
P. O. Box 1838  
Bangor, ME 04402-1838

Telephone 207-942-6772  
Facsimile 207-942-4017  
Email [victor.horton@mrta.net](mailto:victor.horton@mrta.net) or  
[john.albertini@mrta.net](mailto:john.albertini@mrta.net)  
[www.mrta.net](http://www.mrta.net)

## Non-Member Marketing Agreement

Entity interested in marketing materials \_\_\_\_\_

### OBLIGATIONS

The Coop will provide the following services:

- Develop recyclable materials specifications
- Provide education and training on quality control and material preparation
- Develop markets for recyclable materials
- Provide information on recyclable markets and how they work
- Provide the orderly sale and movement of recyclables
- Provide accounting and cash management services for the sale of materials in a fiduciary capacity

***This means that if a supplier does not pay for the material, the Coop will not be liable for payment to the non member.***

You agrees to:

- Pay the Marketing fees as established here at the rate of \$6.00 per ton.
- Abide by the conditions set forth in the Standard Operating Procedures listed below

Materials that may be marketed at your option

- \_\_\_\_\_ Old Newspaper (newspaper, magazines, telephone books)
- \_\_\_\_\_ Old Corrugated Cardboard
- \_\_\_\_\_ Mixed paper (boxboard, newspaper, office paper)
- \_\_\_\_\_ Office Paper
- \_\_\_\_\_ HDPE/PET plastics
- \_\_\_\_\_ Steel Cans
- \_\_\_\_\_ Scrap metal or light iron
- \_\_\_\_\_ Tires
- \_\_\_\_\_ Glass
- \_\_\_\_\_ Aluminum
- \_\_\_\_\_ Bulky Waste

You may market any of the listed materials at anytime you desire to make them available to the COOP.

Initials \_\_\_\_\_

## NMMA

Whereas the Coop desires to market materials generated by the non member, now, therefore, for and in consideration of the mutual covenants and promises hereinafter contained, to be kept and performed by the parties hereto, and for the mutual benefit of the Marketing Non Member and the Coop, it is agreed as follows:

1. The Coop will manage the *Cooperative Marketing Program* subject to the terms and conditions set forth hereinafter.
2. The Coop, as Agent shall act on behalf of the non member and market any or all of the specified materials above that the Member and/or non member is able to make available for sale.
3. If a buyer fails to pay monies owed to the non member, The Coop will not be responsible for payment to the member or non member. The Coop however will act in such a manner to the best interest of all who use its services.
4. The non member agrees to make available material in saleable condition that is normally acceptable to various mills and buyers.
5. The non member agree to the *Standard Operating Procedures* as outlined in Schedule B, attached hereto and incorporated herein.
6. The non member agrees to pay the Coop for marketing services at the rate of \$6.00 per ton for the gross material sales. The fee for services shall be deducted from the Buyer's payment for the material sales proceeds. If the revenue is less than the fee for services, the Coop shall invoice the non Member for the amount owed to the Coop. Payment shall be made within 30 calendar days of the date of the Buyer's payment to the Coop.
7. The non member agrees to implement and enforce a proper processing and storage procedure to monitor all specified materials available for sale through the Coop as a method of eliminating contaminants that will contaminate the Buyer's materials. Such contaminants shall include, but are not limited to the contaminants listed in *Schedule C* attached hereto and incorporated herein.
8. It shall be the responsibility of the non member to load the materials into the vehicle coordinated by the Coop. Maximum loading time of material into vehicle using centers loading equipment shall be one hour per pickup. Loading time in excess of one hour per pickup may be invoiced by the Coop at a rate of \$12.50 per quarter hour. Such excessive loading time shall be specified on the *Bill of Lading*. COOP shall deduct any such fees from non member's revenues, or if no revenues are received, payment for excess loading time shall be invoiced to you.
9. Material determined to be unacceptable by the Buyer and/or Coop, at the non members site or at the time of the Coop's attempted sale at an end-user, shall be the financial responsibility of the non member. Upon notification of such action, material shall be left at the non member's site, or the Buyer's site, and non Member shall determine where rejected load is to be transported. The non member agrees to pay all additional transportation charges accumulated to ship the rejected load to the site designated by the non member, in addition to any fees to dispose of the rejected load. Any such charges shall be invoiced by the Coop to the non member. Payment shall be made within 30 calendar days of the date of attempted delivery.
10. The non member or its designee, agrees to attend one quality assurance workshop per year if offered for materials sold through the *Marketing Cooperative*. The workshops will provide training on material specification requirements and quality assurance techniques.

Initials \_\_\_\_\_

NMMA

11. The non member agrees to provide the *Name, Address, and Phone Number* of the *Employee/Volunteer* responsible for coordinating collection and/or pickup of materials, as shown on *Schedule A*, attached hereto and incorporated herein.

12. The term of this agreement shall be open for as long as is desirable to the non member and may be terminated at any time. The Coop may terminated this agreement with a 30 day written notice for a breach of the terms and conditions of this contract.

In Witness Whereof the parties hereto by their respective officers set their hands and seals on the day and in the year first written above.

MAINE RESOURCE RECOVERY ASSOCIATION

Organization\_\_\_\_\_

by\_\_\_\_\_ Authorized Signature

by\_\_\_\_\_ Authorized Signature

Name Printed Victor A. Horton

Name Printed \_\_\_\_\_

Title Executive Director

Title \_\_\_\_\_

Dated \_\_\_\_\_

Return pages 1-3, with 1-2 initialed and pg 3 signed

**MARKETING COOPERATIVE**  
**Schedule A - Organization Information**

Legal Name of Organization: \_\_\_\_\_

**If no changes this year check this box and stop here**

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_ @ \_\_\_\_\_ . \_\_\_\_\_

Physical Address of Processing Center: Street \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Directions to Processing Center: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Days & Hours Open for processing and loading: \_\_\_\_\_

Telephone # at Processing Center: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Nearest available FAX # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Location \_\_\_\_\_

***ADMINISTRATIVE INFORMATION***

Administrator's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Where is your administrator's office located? \_\_\_\_\_

Days/Hours you may be reached here: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

If mailing address is different from the facility's, please note:

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

***PAYMENT INFORMATION***

Checks should be payable to (Name of Town, Corporation, Association?): \_\_\_\_\_

Checks should be mailed to (Address): \_\_\_\_\_

## Schedule A - Organization Information continued

Legal Name of Organization: \_\_\_\_\_

If no changes this year check this box and stop here

Population your program serves: \_\_\_\_\_

Number of Towns served by your program: \_\_\_\_\_ Please list each town:

Collection System Used?  curb-side only  drop-off only  combination curb-side/drop-off

Is your program?  Voluntary  Mandatory  Pay-As-You-Throw

Products we collect/process	Approx Tons/Year
<input type="checkbox"/> Newsprint	_____
<input type="checkbox"/> Magazines	_____
<input type="checkbox"/> Old Corrugated Cardboard	_____
<input type="checkbox"/> Office Paper	_____
<input type="checkbox"/> Steel Cans	_____
<input type="checkbox"/> Aluminum Cans	_____
<input type="checkbox"/> Glass	_____
<input type="checkbox"/> HDPE #2 Plastic Bottles	_____
<input type="checkbox"/> Mixed Paper	_____
<input type="checkbox"/> Other (please list _____)	_____
<input type="checkbox"/> Other (please list _____)	_____
<input type="checkbox"/> Other (please list _____)	_____
<input type="checkbox"/> Other (please list _____)	_____
<input type="checkbox"/> Other (please list _____)	_____

What processing equipment are you currently using?

Baler: \_\_\_\_\_  
Horizontal/Vertical                      Brand                      Bale dimensions

Shredder/Grinder: \_\_\_\_\_

Glass Crusher: \_\_\_\_\_  
Hand/Conveyor Feed                      Brand

Glass stored in Barrels? \_\_\_\_\_ stored in bunkers? \_\_\_\_\_

Forklift: \_\_\_\_\_

Skid steer loader: \_\_\_\_\_

Other: \_\_\_\_\_

Any other pertinent or interesting info? \_\_\_\_\_

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## MARKETING COOPERATIVE

### Schedule B - Standard Operating Procedures – Keep for Your Records

- **COOP** staff calls **Non Member** for inventory (or) **Non Member** calls **COOP** to request pickup or service. Inventory calls are made routinely each week by Coop to determine if there are loads that could be shared between Non Members, loads that should be booked in advance due to difficulties in getting trucks in the area, or if there is an opportunity in recovering markets to capitalize on price increases.
- **COOP** staff informs Non Members of prices available, completes **Material Shipping Order**, and assigns order number. Completed **Material Shipping Order** is then faxed to **Buyer**. Buyer then confirms the price, assigns a release/purchase order number (in most, but not all cases).
- **COOP** staff schedules pickup or service. Pickup or service could involve more than one site. Non Member is then given details of pick up i.e. date, trucking company, order numbers and release numbers.
- **COOP** staff may visit site to inspect materials for shipment. Quality of materials is a reflection on all Coop Non Members. Bale weights that will result in a minimum 40,000 pound load should be the goal.
- **Non Member** may be required to tag all bales when service involves more than one site. This is sometimes, but not often required.
- **Non Member** is responsible for loading truck.
- **Non Member** prepares and distributes **Bill of Lading** to **Trucking Company, COOP**, and *retains a copy*. Coop will keep Non Members supplied with forms. A Bill of Lading is our first defense against incorrect weights. If trucks have pallets on board and Non Members cannot load a full 40,000 lb, notation made on Bill of Lading will prevent penalties for light weighted loads.
- Loaded truck is transported to **Buyer's** designated site.
- **Buyer** weighs truck both full and empty to establish a net weight record.
- **Buyer** faxes or mails the weight document to the **COOP**.
- In cases where materials are *rejected/downgraded*, **COOP** works with **Buyer** and **Non Member** to determine clean up or disposal options.
- **COOP** staff matches **Bill of Lading** with **weight documents** from **Buyer**.
- **COOP** staff prepares and mails invoice to **Buyer**.
- **Buyer** sends revenue check to **COOP**.
- **COOP** staff distributes check to **Non Member**.

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## MARKETING COOPERATIVE Schedule C – Quality Specifications - Keep for Your Records

All recycled bales must to be made in such a way that they hold together and do not break during several moves from truck to mill to warehouse to processing equipment.

Excessive moisture in bales may be cause for rejection or price reduction by mill.

All baled materials shipped except plastic and aluminum require a 40,000lb weight minimum. A 44,000lb maximum is also desired.

### Old Newspaper-ONP-News #8 / Old Magazines-OMG

1. Material allowed in bales: Newspapers, Advertising flyers, Magazines, Catalogs, Telephone Directories with covers, Paperback Books with no covers.
2. Unacceptable materials: Headers on bales, junk mail, brown paper bags and cardboard.

### Old Corrugated Cardboard (OCC)

1. Material allowed in bales: domestic corrugated cardboard and brown Kraft paper bags.
2. Unacceptable materials: Asian cardboard, paperboard, and Wax cardboard. **Wax boxes are cause for load rejection.**

### Mixed Paper - Boxboard

1. Allowable materials:

Boxboard	Corrugated Cardboard	Grocery Bags	Tissue paper	Paper bags
Brown Envelopes	Old Newspaper	Old Magazines	Shirt boxes	Paper back books
Catalogs	Junk Mail	Office paper	School paper	Yellow envelopes
Cereal boxes	Dry Food boxes			

2. Unacceptable materials: freezer boxes, beverage carriers, blue print paper and waxed boxes.

### **High Density Polyethylene Natural (HDPE) Bottles Only**

1. Accepted material: Natural #2 blow-molded bottles. Blow-molded bottles have narrow threaded necks and seams down the sides. Examples are: milk, water, and windshield washer containers, labels need not be removed.
2. Unacceptable materials: butter tubs, lids and caps, yogurt and cool whip dishes.
3. Bales should be protected from Sun exposure.
4. Buyers prefers a minimum of 30,000lb loads.

### **High Density Polyethylene Colored (HDPE) Bottles Only**

1. Accepted material: Colored #2 blow-molded bottles. Including detergent and other household bottles with contents drained fully.
2. Unacceptable materials: butter tubs, lids and caps, yogurt and cool whip dishes.
3. Bales should be protected from Sun exposure.
4. Buyers prefers a minimum of 30,000lb loads.

### **PET (#1) PLASTIC BOTTLES**

Although every PET processor has specific requirements, the following specs are commonly accepted by most PET markets.

Load minimum weight is 30,000lbs.

#### **Used beverage containers (UBC)**

Returnable #1 market bottles of all colors may be mixed together.

#### **Custom PET**

Bottles marked #1 including: Salad dressing, mouthwash, shampoo, food products and cleaning products.

### **Steel Cans – Tin Cans**

Each steel company and de-tinning company has its own specifications for acceptable tin coated and tin free steel can scrap. The following are general specifications for the forms normally purchased. **In each category, the steel can scrap may include aluminum lids, but nonmetallic (plastic), all aluminum cans, or other nonferrous metals except those used in can construction.**

1. Baled steel cans with paper on and rinsed. Small amount of aluminum is allowed.
2. Densified (biscuit) can scrap should be stacked and banded into bundles.

## Sorted Office Paper

### Acceptable paper:

Photocopy paper  
Computer paper  
Post it notes in small quantity  
Business envelopes in small quantity  
Adding machine paper  
Notebook paper  
Mailings from advertisers no sticky paper  
Calendars  
Manila folders in small quantity (no plastic labels or sticky labels)

### Unacceptable paper

Blueprint paper  
Ream rappers – on copier paper  
Pressure sensitive paper  
Bumper sticker paper and backing  
Peel off labels and backing  
Invoice paper re: yellows and pinks  
Groundwood including newspaper

Common caused of Downgrade: NCR paper (No Carbon Required, example three part invoices), Envelopes, manila folders, newsprint, wetstrength, brown paper, UV coating.

## **Rigid plastic materials**

### **Acceptable Plastic Components In Bales:**

- Plastic buckets *with* metal handles
- Plastic milk/soda crates
- Plastic laundry baskets
- Plastic lawn furniture
- Plastic landscape & microwave trays
- Plastic totes- any size (*with metal*)
- Plastic drums (*any size*)
- Plastic pesticide containers
- Plastic toys & playhouses
- Plastic children's electronics
- Plastic pet carriers
- Plastic pallets
- Plastic coolers
- Plastic shelving
- Plastic closet organizers
- Plastic dish drainers
- Plastic flower pots (*no soil*)
- Plastic traffic signs
- Empty garbage cans (*any size*)
- CD's & DVD's (and cases)
- VHS Tapes
- PVC & PET blister pack
- 5 gallon water bottles
- Computer housing (no circuits)
- Automotive plastics:
  - ◆ Bumpers,
  - ◆ Bed liners (pick up trucks)
  - ◆ Grills
  - ◆ Side-view mirrors
  - ◆ Head lights & Rear lights
  - ◆ Hub-caps, etc

### **Non Acceptable Components**

- PVC Pipe/Tubing, Vinyl Siding
- Plastic Film (Grocery bags & Stretch film)
- Glass; Metal; Wood; Paper; Clothes, Styrofoam
- Poly-Coated Paper (Orange juice & milk cartons)
- Flexible Water Hoses, Hazardous material, Medical waste
- Narrow-neck liquid containers- Used small-mouth container
  - ◆ Small plastic containers (Yogurt cups, PET/HDPE Bottles, etc.)
  - ◆ Oil/Chemical containers (HDPE-Fractional Melt)

Revised 5/27/09

## **Material Source**

Rigid plastics are prevalent in the waste stream and have been identified at all Material Recovery Facilities and some Transfer Stations. These plastics originate from both residential and commercial accounts.

## **Operations / Labor Impacts / Revenue / Press**

- All rigid plastics can be baled together eliminating the need to source separate.
- Often no additional labor is required, just a simple 1 hour training course for employees.
- MRPs are large in nature, making them easy to identify, sort and bale though any HRB ensuring heavy bale weights and full containers (40,000 lbs or more).
- Divert waste from landfills & increase recycling rate, accumulating diversion credits.
- Reduce transportation and landfill costs.

## **Handling/Loading**

Take 3 digital pictures at loading of each container in the following manner:

- 1 picture with container 1/3 full
- 1 picture with container 2/3 full
- 1 picture with container full and the right container door shut showing the numbers

Sweep out any loose dirt or small plastic pieces from the tail of each container after loading.

Load your best looking bales at the tail of each container.

Pricing as of 12/1/07 20 ton load St George, ME \$96/ton

Pricing as of 5/12/09 20 ton loads St George, ME \$60/ton

Est for Machias/Columbia Falls, ME 5/12/09 20 ton \$46/ton