



Waste Management of
Michigan, Inc.
41100 Plymouth Rd Ste
170
Plymouth, MI 48170

WM Agreement #
Acct. Name
Salesperson

MA-2015-00018003
GREAT LAKES SHORES, INC.
Julie Nitowski

Homeowner Association Service Agreement

Homeowner Association Information

Association Name:	GREAT LAKES SHORES, INC.	Contact Name	Diane Rizzo
Association Total Unit Count:	150	Telephone #	248-520-5243
Billing Address:	7528 Aspen Rd Lexington MI, 48450	Email:	mfalcon2159@gmail.com
		Billing Method	Bill to Customer

Term Information

Effective Date	4/1/2024
Term Length	Initial Term is 36 months from the Effective Date. After the Initial Term, this Agreement shall automatically renew thereafter for additional successive terms of 36 months (each, a "Renewal Term"), unless terminated as set forth in Section 7 of the Terms and Conditions.

Equipment & Service Summary

Material Stream	Monthly Rate ¹ (per Unit)
Waste Material (96 Gallon) - Weekly	\$17.00 ²
Yard Waste – serviced Weekly April through November, and invoiced every month of the calendar year.	\$5.00 ²

Schedule of Supplemental Charges²

Valet/Walk-up Service (per month)	_____	Container Exchange (per cart)	\$25.00
Overage (per incident)	_____	Cart Removal (per cart)	\$25.00
Contamination (per incident)	_____	Additional Cart (per cart)	\$10.20
Hard to Service (per unit)	_____	Administrative Fee ³	\$8.50
Delivery Charge (per cart)	\$25.00		

Special Program Instruction/Comments

Standard bulk pickup, prepaid and prescheduled by the residents.

¹ The above listed monthly rates are for recurring regularly scheduled services only. Charges for all additional services will be at rates specified in the Schedule of Supplemental Fees

² The monthly rate and supplemental fees do **not** include, and are subject to, an Energy Surcharge. Information about the Energy Surcharge can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges.

³ An Administrative Fee will be assessed per invoice and can be removed by enrolling in paperless statements and automated payments.

This Agreement does **not** provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Association should expect WM to increase Charges as allowed by Section 8(b) and to seek other price increases subject to Association's consent under Section 8(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Association's payment of, or failure to object to, the price increase.

This Homeowner Association Service Agreement ("Agreement") is made as of the Effective Date shown above by and between the Waste Management Affiliate identified immediately below ("WM") and Association named below. The individuals signing on behalf of WM and Association each acknowledge that he/she/they has read and understands the following terms and conditions, which are hereby incorporated into this Agreement, and that he/she/they has the authority to sign on behalf of WM and Association, respectively.

DocuSigned by:

Diane Rizzo
Association Signature
2876E89F385C480...

Diane Rizzo

Printed Name

secretary

Title

2/8/2024

Date

DocuSigned by:

Rachel Rys
WM Signature
A8E6C399EE241C...

Rachel Rys

Printed Name

Open Market Resi Mgr

Title

2/8/2024

Date

Terms and Conditions

1. DEFINITIONS.

- a. **"Contamination"** refers to materials placed in a Recyclables container other than Recyclables.
- b. **"Contamination Charge"** means an amount charged to the Association with reimbursement to WM, to compensate WM costs for separating non-Recyclables placed in Recyclable's cart, or for arranging special, unscheduled collections due to placement of non-Recyclables in Recyclables containers.
- c. **"Customer"** means a residential premise located within the geographical area encompassing all of the residences which are subject to any of the rules of Association as of the Effective Date of this Agreement and any additional geographical area(s) encompassing any additional residences that become subject to any of the rules of Association.
- d. **"Excluded Materials"** 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, or chemical or other properties that are deleterious or capable of causing material damage to any part of WM's property, its personnel or the public or materially impair the strength or the durability of the WM's structures or equipment, or any 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 any special waste or other waste or material that is prohibited from being received, managed or disposed of at a transfer, storage, recycling or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement.
- e. **"Overage"** means (i) Waste Materials and/or Recyclables exceeding its container's intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Waste Materials and/or Recyclables placed on top of or in the immediate vicinity of the Container, in bags or otherwise.
- f. **"Overage Charge"** means an amount charged to the Association to compensate for expense incurred by WM arising from Overages, and to provide a financial incentive to Customers to subscribe to the level of service that will allow all materials to fit within the container.
- g. **"Recyclables"** are defined in Section 16.
- h. **"Waste Materials"** means all non-hazardous solid waste and Recyclables (as defined in Section 16) generated by Customer(s) at Association's Service Address(es) attributed to the normal activities of a single-family residence but excludes Excluded Materials.

2. SERVICES. Association grants to WM the exclusive right, and WM, through itself and its Affiliates, shall furnish equipment and services to collect and dispose of and/or recycle all Waste Materials generated by Customers, deposited, accumulated, or otherwise coming to exist at Association's Service Address(es), subject to the terms and provisions contained herein (the **"Services"**). Association agrees that this is an exclusive Agreement in that all Customers shall be required by Association to utilize the Services of WM. Association represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. Title to Waste Materials is transferred to WM upon WM's receipt or collection unless otherwise provided in this Agreement or applicable law. Title to Excluded Materials shall remain with the generator and shall not transfer to WM. Association is liable for Excluded Materials. All Waste Materials must be curbside by 6:00 A.M. on the scheduled collection today. All Waste Materials and/or Recyclables must fit inside the cart(s).

3. CONTRACT TERM. The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the **"Contract Term"**) is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term.

4. SERVICE GUARANTEE. If WM fails to perform Services in accordance with the attached service summary (the **"Service Summary"**), and WM does not remedy such failure within ten (10) days of its receipt of a written demand from Association, Association may immediately terminate this Agreement without penalty.

5. REPRESENTATIONS BY ASSOCIATION. Association and the person signing this Agreement represent and warrant to WM that (A) Association has the authority under the applicable Covenant, Conditions & Restrictions and/or bylaws and declarations (CC&Rs) to enter into this Agreement either on behalf of or for the benefit of all of the Customers; (B) Association has the authority to obligate all of the Customers to utilize WM exclusively for the Services; and, (C) this Agreement has been approved by Association's board of directors.

6. ASSOCIATION OBLIGATIONS. Association agrees to perform all obligations required of Association pursuant to the terms and conditions of this Agreement, including, but not limited, the following:

- a. Association shall timely update WM in the event the total number of units (i.e., the total house count eligible to receive WM's services) increases from the Unit Count set forth in the Service Summary. WM will use the updated Unit Count total in its next invoice to Association. WM has no responsibility for any incorrect Unit Counts provided by Association, but has the right, in its discretion, to verify the Residential Unit count information provided by Association. Association agrees that if the Association's community is fully constructed, the Unit Count will be fixed for the Contract Term and the Association will not be entitled to any credits or Unit Count deductions if there are any temporary or permanent vacancies.
- b. Association assumes full responsibility for informing current and future residents of this Agreement.
- c. Association shall timely inform WM of complaints made by Customers and shall work with WM in good faith to resolve any Customer service issues; and
- d. Association shall educate Customers to encourage, promote and obtain proper Solid Waste and Recyclables set-out, collection, and disposal as required by this Agreement.
- e. Association shall provide safe and unobstructed access to the equipment referenced in Section 10 on the scheduled collection day. If the equipment is inaccessible, Association agrees to pay additional charges for any service modifications caused by or resulting from Association's failure to provide access.
- f. Association shall not deposit or permit the deposit of collection of any Excluded Materials.
- g. Association shall pay WM the Charges for the Services, including additional Charges for additional Services provided by WM as described in Section 8(a).

7. TERMINATION RIGHTS. Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term, or a Renewal Term, as follows:

- a. by Association (with no obligation to pay liquidated damages as provided in Section 11), (i) if WM fails to satisfy the Service Guarantee provided in Section 3 or (ii) pursuant to Section 8(c) if WM increases the Charges payable by Association hereunder with a Consensual Price Increase;
- b. by Association with thirty (30) days prior written notice to WM, subject to Association's obligation to pay liquidated damages as provided in Section 11 no later than thirty (30) days after written notice of termination;
- c. by WM, (i) if as a result of Association's breach of Section 9 or of a Association's failure to pay, WM suspends Services for more than fifteen (15) days, or (ii) if Association fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from WM to cure such breach;
- d. by WM, with at least fifteen (15) days prior written notice to Association, any time after Association retains, designates or appoints a broker or agent to act for Association, or manage its Services, under this Agreement; and,
- e. by WM, with at least thirty (30) days prior written notice to Association, for any reason if WM determines that such termination in its best interest.

In order to move containers in a safe, secure and orderly fashion, WM shall have up to fourteen (14) days to remove any containers and equipment from Association's service location(s) after the effective date of the termination of this Agreement.

8. (a) CHARGES; ADDITIONAL SERVICES; CHANGES. The initial charges, fees and other amounts payable by Association (**"Charges"**) for Services and/or equipment furnished by WM are set forth on the Service Summary. WM also reserves the right to charge Association additional Charges for additional Services provided by WM to Association, whether requested or incurred by Association, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; Contamination Charge; Overage Charge and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of **"Additional Services"**, which may be updated from time to time), all at such standard prices or rates that WM is charging its Associations in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Association of any such changes and Association's failure to object to such changes, which shall be deemed to be Association's affirmative consent to such changes.

(b) PERMITTED PRICE INCREASES. WM reserves the right, and Association acknowledges that it should expect WM to increase or add Charges payable by Association hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by WM to Association and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by WM from Association's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by WM to the Energy Surcharge, Recyclable Materials Offset, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including WM and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index (**"CPI"**) for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Association, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Association's last CPI based price increase date (**"PL Date"**). Increases to Charges specified in this Section 8(b) may be applied singularly or cumulatively and may include an amount for WM's operating or profit margin. Association acknowledges and agrees that any increased Charges under this Section 8 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of WM's costs.

(c) CONSENSUAL PRICE INCREASES. Without limiting the foregoing, WM also reserves the right to seek, and Association acknowledges that it should expect WM to seek, increases in the Charges payable by Association hereunder for reasons not specifically permitted in Section 8(b) (a **"Consensual Price Increase"**). If Association does not accept the Consensual Price Increase, Association's sole

right and remedy shall be to terminate this Agreement by written notice to WM no later than thirty (30) days after WM notifies Association of such Consensual Price Increase. Association's failure to terminate this Agreement (within the 30-day period) shall be construed as Association's acknowledgement that the continuation of the Services by WM hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or adjustment to Association's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Association under this Agreement unless Association terminates this Agreement (within the 30-day period) as described above. Association's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 8(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

9. INVOICES; PAYMENT TERMS. WM shall send all invoices for Charges incurred by Association and any required notices to Association under this Agreement to Association's billing address specified in the Service Summary, unless Association elects to be billed or receive notices electronically or by e-mail. WM shall invoice Associated based on the Unit Count, regardless of how many Units utilize the Services. Association shall pay all invoiced Charges within thirty (30) days of the invoice date. Any Association invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Association check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Association acknowledges that any late charge charged by WM is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to WM for late payment. If payment is not made when due, WM retains the right to suspend Services, in whole or in part, until the past due balance is paid in full. In addition to full payment of outstanding balances, Association shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, WM may immediately terminate this Agreement, in whole or in part, for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 11.

10. EQUIPMENT, ACCESS. All equipment furnished by WM shall remain its property; however, Association shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Association's service location(s). Association shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, WM's equipment shall be in the condition in which it was provided, normal wear and tear excepted. WM may suspend Services or terminate this Agreement in the event Association violates any of the requirements of this provision. Association shall pay, if charged by WM, any additional Charges, determined by WM in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Association's failure to provide access. Association warrants that Association's property is sufficient to bear the weight of WM's equipment and vehicles and agrees that WM shall not be responsible for any damage to Association's pavement or any other surface resulting from the equipment or Services.

11. LIQUIDATED DAMAGES. In the event Association terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 7(a), or in the event WM terminates this Agreement for Association's default pursuant to Section 7(c), Association shall pay the following liquidated damages in addition to WM's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Association shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of WM's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Association shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Association acknowledges that the actual damage to WM in the event of Association's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to WM resulting therefrom, and such liquidated damages payment is an agreed upon charge for Association's early termination or breach of contract and is not imposed as a penalty. Association shall also pay liquidated damages of \$100 for every Association waste tire that is found at any disposal facility used by WM. In addition to and not in limitation of the foregoing, WM shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Association's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

12. INDEMNITY. WM agrees to indemnify, defend and save Association and its Affiliates harmless from and against any and all liability which Association or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of WM or its employees, which occurs (a) during the collection or transportation of Association's Waste Materials, or (b) as a result of the disposal of Association's Waste Materials in a facility owned by WM or an Affiliate, provided that WM's indemnification obligations will not apply to occurrences involving Excluded Materials. Association agrees to indemnify, defend and save WM and its Affiliates harmless from and against any and all liability which WM and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Association's breach of this Agreement or by any negligent act or omission or willful misconduct of any of the Customers or Association or its employees, agents or contractors or any Customer or Association's use, operation or possession of any equipment furnished by WM. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

13. RIGHT TO PROVIDE COMPETING OFFERS. If Association receives an offer from (or makes any offer to) a third party relating to such third party's provision to Association of the same or similar Services to those provided hereunder, Association shall give WM prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Association agreeing to such third-party offer. The Parties agree that Section 13 does not obligate WM to respond to or match any such offer and that Association's termination of this Agreement after receiving a competing offer will be pursuant to Section 7(b).

14. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Association and WM agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Association and WM agree that under no circumstances, whether in arbitration or otherwise, may Association bring any claim against WM, or allow any claim that Association may have against WM to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other Associations of WM. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) WM's claims against Association for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to WM by Association under this Agreement or any prior agreements between the parties, but Association and WM may mutually agree to arbitrate any Excluded Claims.

15. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Associations that sign up for electronic billing and payment, WM ePay or Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 8(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Association locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to WM required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to WM's address on the first page of the Service Summary, provided that WM may provide written notice to Association of a different address for written notice to WM. (f) 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. (g) In the event WM successfully enforces its rights against Association hereunder, Association shall be required to pay WM's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 10, 11, 12, 13, 14 and 15 and Association obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, agency, or employer-employee relationship. (j) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (k) "business day" means Monday through Friday, excluding bank holidays. (l) If this Agreement is entered into before control of Association is transferred from the developer to the residents, this Agreement shall be binding on Association after the transfer of such control.

16. RECYCLABLES.

(a) "Recyclables" means the following materials, but only if they are dry, loose (i.e., not bagged), unshredded and empty: aluminum cans, PET bottles with the symbol #1 (with screw tops only), mail, magazines, glossy inserts and pamphlets, newspaper, HDPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.), uncoated paperboard (e.g., cereal boxes; food and snack boxes), PP plastic bottles and containers with symbol #5 (e.g., yogurt containers, syrup bottles), uncoated printing, writing and office paper, steel and tin cans, uncoated old corrugated containers/cardboard (e.g., moving boxes, pizza boxes), and any color glass food and beverage containers.

(b) The following materials are not Recyclables: 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 and cups, 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 (e.g., bedding, pillows, sheets), Excluded Materials or containers which contained Excluded Materials, napkins, paper towels, tissue, paper plates, and paper cups, any Recyclables less than 4" in size in any dimension, propane tanks, fuel canisters, batteries and any other material that does not fall within the definition of Recyclables.