

**INTERMUNICIPAL AGREEMENT  
FOR RECYCLABLES**

**BETWEEN THE TOWN OF BROOKHAVEN  
and  
THE VILLAGE OF MASTIC BEACH**

**THIS AGREEMENT (the “Agreement”)** made between the **Town Of Brookhaven** (“Brookhaven” or the “Town”), a municipal corporation of the State of New York, having its principal offices at One Independence Hill, Farmingville, NY 11738 and the **Village of Mastic Beach**, a municipal corporation of the State of New York, having its principal offices at 369 Neighborhood Road, Mastic Beach, New York 11951 (hereinafter the Municipality) and collectively the “PARTIES” provides as follows:

**RECITALS:**

**WHEREAS**, municipal corporations in the State of New York, including the PARTIES herein, are authorized under General Municipal Law §119-o to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis;

**WHEREAS**, the Municipality currently collects, receives or generates Recyclable Materials, as defined herein, that is suitable for processing and marketing at the Materials Recovery Facility of the Town of Brookhaven (the “MRF”) located at the Landfill complex of the Town of Brookhaven at 352 Horseblock Road, Brookhaven, NY; and

**WHEREAS**, the Municipality wishes to deliver the recyclable material to the Brookhaven MRF for processing and sale, and Brookhaven wishes to accept such material for processing and sale under the terms set forth below.

**WHEREAS**, the cooperative action of the Town and the Municipality is expected to be to the economic benefit of each Party and will serve a public purpose for each Party.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED THE PARTIES AGREE, WARRANT AND COVENANT AS FOLLOWS:**

1. Purpose and Intent.

The purpose of this Agreement is to set forth the terms and conditions under which the Municipality will deliver, and Brookhaven will accept, recyclable materials generated within and collected by, or on behalf of, the Municipality at Brookhaven’s MRF in the Landfill complex located at 352 Horseblock Road, Brookhaven, New York. The PARTIES hereto recognize and

agree that the access to the MRF which is hereby granted to the Municipality by Brookhaven shall be governed solely by the terms of this Agreement.

2. Definitions.

- A. The term Commissioner shall mean the Commissioner of the Department of Waste Management of the Town of Brookhaven.
- B. The term “Dual Stream” means a format in which Recyclables are collected at points of generation within the Municipality, in which newspaper, cardboard and other paper products are collected separately from glass, ferrous, aluminum, and plastic products and containers.
- C. The term Facility Delivery Hours shall mean the hours of MRF operation which are 7:00 am – 3:30 pm Monday through Friday, and 7:00 am – 12:00 pm Saturday, except holidays.
- D. The term Facility Operator shall mean Hudson Baylor Brookhaven, LLC, its proper successors or assigns.
- E. The term Hazardous Waste shall have the meaning set forth in 6 NYCRR 371 (or any subsequent amendment thereto).
- F. The term Municipal Solid Waste or “MSW” shall have the meaning set forth in 6 NYCRR 360-1.2(b)(106).
- G. The term “Recyclable Materials” or Recyclables” means the paper, cardboard, glass, plastic, ferrous metal, aluminum or other material capable of being processed and recovered at the Town of Brookhaven Materials Recovery Facility, and set forth in the list of acceptable materials in Exhibit A hereto.
- H. The term “Single Stream” means a format in which Recyclables are collected at points of generation within the Municipality, in which all Recyclable Materials, including paper, cardboard, plastic, metal and glass containers etc., are collected together in the same collection container and commingled at delivery to the MRF.
- I. The term Unacceptable Material shall mean any and all Municipal Solid Waste, other than Hazardous Waste, which does not conform to the material requirements of the MRF. Examples of Unacceptable Material are set forth in Exhibit A hereto

3. Term.

The base term of this Agreement shall commence on June 1, 2016 and shall extend for a term of three (3) years. Upon the expiration of the base term, this Agreement may be extended for two (2) extension terms of two (2) years each, by mutual agreement of the PARTIES, in writing, made not less than thirty (30) days prior to the expiration of the base or any extension

term. The Town, in consultation with the Facility Operator, and the Municipality may adjust the terms of the Agreement to be effective for any Extension period.

4. Representations and Operations Plan of the Municipality.

The Municipality is a unit of local government of the state of New York which provides collection services to its residents for Municipal Solid Waste and Recyclables. The Municipality shall deliver, or cause to be delivered to the MRF, all Recyclable Materials generated within, and collected by or on behalf of the Municipality. The Municipality serves approximately 4,900 household units, and is expected to generate, but does not warrant that it will generate, approximately 625 tons of Recyclables per year. The collection and handling practices of the Municipality for Recyclables shall be described in Municipal Operations Plan, to be provided to the Town not less than thirty (30) days prior to the commencement of deliveries pursuant to this Agreement.

The Municipal Operations Plan shall include, but shall not be limited to, both current and planned regular collection schedules at residences served by the Municipality, current and planned staffing and equipment utilized by the Municipality and/or collection contractors employed by the Municipality, and a copy of any contract for collection services applicable to the collection of Recyclables within the Municipality. If the Operations Plan calls for anything other than direct delivery of the Recyclables to the MRF, such as but not limited to overnight storage, delivery of Recyclables to a transfer station, and/or delivery to any other location prior to delivery to Brookhaven, the Town and/or the Facility Operator, as the Town's designee, shall have the right to inspect the storage facility, transfer station, and/or other location, and to negotiate additional provisions to ensure secure delivery of all Recyclables subject to this Agreement to the MRF. The Municipality represents that it will inform all residents receiving collection service of the Recyclables that are acceptable at the Brookhaven MRF and the examples of Unacceptable Materials set forth in Exhibit A. The Municipality represents that it has adopted local laws or ordinances requiring the source separation of Recyclable Materials from other solid wastes pursuant to NY General Municipal Law §120-aa. The Municipality further represents that it will inform its collection staff, whether municipal employees or contract haulers, of the Recyclables that are acceptable at the Brookhaven MRF, and direct them to only pick up Recyclables and not to commingle Recyclable Materials with MSW or other solid wastes for delivery to the MRF.

5. Representations of the Town of Brookhaven.

The Town of Brookhaven is the owner of the Materials Recovery Facility located at the Landfill complex at 352 Horseblock Road, Brookhaven, N.Y. The MRF is operated by Hudson Baylor Brookhaven, LLC, (HBB LLC) pursuant to a lease and operating agreement with the Town of Brookhaven. The Town of Brookhaven is authorized by law, and by the terms of its lease and operating agreement with HBB LLC, to make this Agreement to accept Recyclable Materials for processing and sale at the MRF.

6. Delivery and Acceptance of Recyclables.

Commencing on June 1, 2016 and continuing throughout the Term hereof, and subject to the terms of this Agreement, the Municipality agrees to deliver, or cause to be delivered to the Brookhaven Facility, all Recyclable Materials generated within, and collected by or on behalf of the Municipality. Recyclable Materials are anticipated to be in Single Stream format at the election of the Municipality, provided however, that the Municipality shall provide the Town with not less than thirty (30) days notice of any change of collection format. The PARTIES shall agree upon a schedule for deliveries, anticipated to be on Wednesdays, taking into account the collection practices of the Municipality and the processing and storage capacity of the MRF. The PARTIES project that the amount of Recyclable Materials delivered hereunder will be approximately 625 tons per year, provided however, that nothing herein shall constitute a warranty by the Municipality that any minimum or maximum quantity shall be delivered on a weekly, monthly or annual basis.

7. Transportation.

Transportation of all Recyclable Materials delivered to the Brookhaven MRF pursuant to this Agreement shall be provided by the Municipality at its sole cost and expense. The Municipality shall provide Brookhaven and/or the Facility Operator as Brookhaven's designee, with a list of all vehicles owned or hired by the Municipality that are authorized to transport material pursuant to this Agreement, together with the identification and registration number of all such authorized vehicles, and shall promptly notify Brookhaven of any change in any such list. The identification and registration number of each vehicle making deliveries hereunder shall be prominently displayed and permanently affixed to each vehicle. All vehicles shall weigh in and out at the MRF scales, or if said scales are unavailable, at the Town landfill scales. All drivers shall be appropriately licensed, all vehicles shall be properly registered and insured pursuant to law, and all drivers shall abide by the traffic rules and controls in effect at the Landfill complex and the MRF, annexed hereto as Exhibit C.

8. Rejection Rights.

During the Term hereof, Brookhaven shall accept at the Brookhaven MRF the Recyclable Materials delivered by the Municipality, provided however, that Brookhaven may reject deliveries made by the Municipality if such deliveries

- A. Are made at a time other than during the Facility Delivery Hours, or are made in unauthorized vehicles. In such event, the PARTIES shall use their best efforts to reschedule the delivery of such material as soon as possible.
- B. Contain substantial quantities of Unacceptable Material, or any quantity Hazardous Waste or medical waste, or otherwise fail to meet the requirements of applicable law, permit or registration governing the Brookhaven Facility. In exercising its rejection rights pursuant to this provision, Brookhaven shall, where practicable, accept the portions of such deliveries that, as the case may be, are not Unacceptable Material, Hazardous Waste or other unauthorized material.

- C. In the event that a delivery is rejected pursuant to sub-paragraph B above, the following procedure shall apply.
  - i. If cause for rejection shall be determined upon inspection of the delivery before the load is discharged to the tipping floor, the driver shall secure the load and remove it from the MRF for proper disposal by the Municipality.
  - ii. If cause for rejection shall be determined upon inspection of the delivery after the load is discharged to the tipping floor, the driver of the Municipal vehicle shall be afforded the option of re-loading the Unacceptable Material into the Municipal vehicle for proper disposal by the Municipality, or the Town and/or the Facility Operator shall arrange for proper disposal of the Unacceptable Material. In the event that the Town and/or the Facility Operator assume responsibility for disposal of Unacceptable Material, the Municipality shall be responsible for all costs and expenses incurred by the Town and/or the Facility Operator for the lawful removal and disposal of such material, and said costs shall be assessed in the next regular monthly invoice.

9. Payment Terms and Weight Records.

- A. Single Stream Material. The Town shall pay the Municipality Five Dollars (\$5.00) per ton for all Recyclable Materials delivered to the MRF in Single Stream format during the term of this Agreement.
- B. Dual Stream Material. If the Recyclable Materials are delivered in Dual Stream format, the PARTIES shall negotiate a rate based upon market conditions and handling costs of the Town.
- C. Payment. Brookhaven or the Facility Operator shall prepare and deliver to the Municipality an invoice reflecting all amounts of Recyclable Materials delivered by the Municipality to the MRF in each calendar month within twenty (20) days of the end of each such month. Said invoice shall reflect the type of such Recyclable Material and the sums due and owing by the Town to the Municipality and by the Municipality as the case may be, together with all additional amounts due from each party to the other, pursuant to the terms of this Agreement. Each party shall pay to the other, as applicable, the amount due on said invoice within 45 days of the close of the month. Payment shall be based upon weights recorded at the MRF scales, or, if such scales are not available for any reason, at the Brookhaven landfill scales. All scales shall be maintained and calibrated by Brookhaven or the Facility Operator in accordance with the standards of the Suffolk County Department of Weights and Measures and the laws of the State of New York, but not less frequently than once every 180 days. Brookhaven may rely on the posted tare weights of delivery vehicles rather than exit weighing, but

may confirm such tare weights by occasionally weighing or reweighing such vehicles upon exit from the Landfill complex.

10. Billing Disputes.

In the event of any dispute over billing, the party disputing the amount due shall promptly advise the other of the amount at issue and the basis of such dispute, and shall provide such documentary evidence as may support its position. The PARTIES shall pay all amounts set forth on invoices that are not in dispute and the PARTIES shall utilize the dispute resolution procedures of Paragraph 12 to resolve the dispute.

11. Facility Hours.

The Brookhaven MRF will be open for receipt of the Municipality's material during the Facility Delivery Hours with the exception of legal holidays. Brookhaven may, from time to time, modify the hours of operation or holiday schedule, but in such event, shall provide at least ten (10) days notice to the Municipality. In the event the Municipality wishes to access the MRF beyond the normal hours of operation, Brookhaven reserves the right to assess any overtime costs incurred by Brookhaven or the Facility Operator to the Municipality.

12. Obligations for Unacceptable Material.

In the event that the Town, or the Facility Operator as its designee, determines that the Municipality has delivered substantial amounts of Unacceptable Materials with its deliveries of Recyclable Materials, the Town shall give notice of such determination to the Municipality. In such event, the Municipality may i) acknowledge the delivery of excessive quantities of Unacceptable Materials and promptly advise the Town of corrective measures it will take to control the amount of Unacceptable Materials collected with its Recyclable Materials, or ii) request that the Town perform an analysis, pursuant to the protocol set forth in Exhibit B hereto, to determine the nature and amount of Unacceptable Material contained in one or more regular loads of Recyclable Materials. A representative of the Municipality may be present at such analysis. In the event that the fraction of Unacceptable Material constitutes more than ten (10%) percent of the load, the Municipality shall promptly undertake corrective measures to reduce and control the amount of Unacceptable Materials collected with its Recyclable Materials and the costs of the analysis incurred by the Facility Operator shall be assessed against the Municipality in the next regular monthly invoice. If the corrective measures implemented by the Municipality do not result in a reduction of Unacceptable Material in the Municipality's Recyclable Materials to less than ten (10%) percent within thirty (30) days, the Town may direct that an analysis be conducted pursuant to the protocol in Exhibit B, and if the quantity of Unacceptable Material exceeds ten (10%) percent of the material analyzed, the Town may terminate this Agreement for cause and, in addition to any and all other remedies available, the costs of the analysis incurred by the Facility Operator shall be assessed against the Municipality in the final monthly invoice. For purposes of this paragraph, the cost of analysis pursuant to the protocol in Exhibit B shall be the marginal cost incurred by the Facility Operator in conducting the analysis that is in excess of ordinary operations costs, as determined prior to performing the analysis

13. Obligations for Hazardous Waste.

In the event that Hazardous Wastes or medical wastes are delivered by the Municipality, the Municipality shall be responsible for all costs and expenses incurred by the Town or the Facility Operator for the lawful removal and disposal of such material, and for all remedial costs arising from said delivery.

14. Insurance.

Each party hereto shall proceed on a self-insured basis, provided however, that all delivery vehicles shall be insured as required by law.

15. Indemnity.

- A. The Municipality shall defend, indemnify and save harmless Brookhaven and the Facility Operator from and against all losses, and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses including without limitation attorney's fees, in connection therewith, of every nature, including but not limited to claims for property damage, bodily injury, or death, by any third party and by or on behalf of the Municipality's contractors, agents, servants or employees, arising out of or in connection with performance of this Agreement and caused, in whole or in part, by the Municipality, its agents, servants or employees.
- B. Brookhaven shall defend, indemnify and save harmless the Municipality from and against all losses, and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses including without limitation attorney's fees, in connection therewith, of every nature, including but not limited to claims for bodily injury, or death, by any third party and by or on behalf of Brookhaven's contractors, agents, servants or employees, arising out of or in connection with performance of this Agreement and caused, in whole or in part, by Brookhaven, its agents, servants or employees.

16. Default and Termination.

In the event of a breach of an obligation under this Agreement, neither party shall have the right to terminate its obligations under this Agreement except as follows:

- A. Brookhaven's Right to Terminate for Cause. Brookhaven shall have the right to terminate this agreement upon:
  - i. The persistent and repeated breach of the provisions of this agreement by the Municipality, provided that Brookhaven shall have provided written notice of such breach to the Municipality, and provided further that the Municipality shall have failed to cure such breach within fifteen (15) days of said notice; or
  - ii. The failure by the Municipality to pay any sum due, and not subject to dispute resolution pursuant to paragraph 18 hereof, for a period of 90 days.

- B. The Municipality's Right to Terminate for Cause. The Municipality shall have the right to terminate this agreement upon;
- i. The persistent and repeated breach of the provisions of this agreement by Brookhaven, provided that the Municipality shall have provided written notice of such breach to Brookhaven, and provided further that Brookhaven shall have failed to cure such breach within 30 days of said notice.
  - ii. The failure by Brookhaven to pay any sum due, and not subject to dispute resolution pursuant to paragraph 18 hereof, for a period of 90 days.
- C. Survival of Obligations. It is expressly understood and agreed that any and all claims and obligations for payment of costs and expenses incurred under this Agreement prior to termination under this paragraph shall survive such termination.

17. Termination at Will.

Notwithstanding any other provision herein to the contrary, each party shall have the right to terminate this agreement upon not less than 180 days written notice to the other. In the event of such termination, each party shall be responsible for all amounts due through the date of termination, and shall cooperate with the other in the securing alternate disposal arrangements.

18. Dispute Resolution.

In the event of any dispute under this Agreement, either party shall serve written notice to the other of the existence and nature of the dispute, the amount at issue, if any, and the provision of this agreement governing the dispute. The PARTIES shall negotiate the dispute in good faith until either party advises the other, in writing, that an impasse exists. Thereafter, the exclusive means to resolve any dispute between the PARTIES that arises out of this Agreement shall be through an action initiated in New York State Supreme Court, Suffolk County. Unless otherwise agreed in writing by the PARTIES, the PARTIES shall continue to perform their respective obligations under this Agreement during any Dispute proceeding.

19. Contact Persons.

The contact persons for the PARTIES to this Agreement shall be the following contact persons at the following addresses:

Brookhaven:  
Commissioner, Dept of Waste Management  
Town of Brookhaven  
One Independence Hill  
Farmingville, New York 11738  
Phone: 631-451-6224

Village of Mastic Beach  
Village Treasurer

Village of Mastic Beach  
369 Neighborhood Road  
Mastic Beach, New York 11951

20. Compliance.

Both Brookhaven and the Municipality shall comply with all Federal, State and Local Laws, rules, regulations, codes and ordinances in the performance of this Agreement and shall obtain and comply with any and all permits, approvals and renewals thereof which are required to be obtained in the legal performance of this Agreement.

21. Invalidity of Particular Provisions.

If any term of this Agreement or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

22. No Assignment.

Neither the Municipality nor Brookhaven shall assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, to any other person or corporation, except for the purposes described herein, without the prior written consent of the other, and any attempt to do any of the foregoing without such consent shall be of no effect.

23. No Modification.

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by all parties.

24. Uncontrollable Circumstances.

Neither the Municipality nor Brookhaven shall be liable for failure to fulfill their responsibilities as provided for in this Agreement, nor for any resultant damages or financial losses if such failure is caused by a catastrophe, riot, war, governmental order or regulation (other than by or of Brookhaven), act of God or other similar event beyond the reasonable control of the Municipality or Brookhaven. If such failure persists for at least thirty (30) days, or if after cessation of such failure, either the Municipality or Brookhaven is unable to render full or substantially full performance, either party may terminate this Agreement upon written notice given thirty (30) days in advance of such termination.





## EXHIBIT A

### I. List of Recyclable Materials that are Acceptable at the Brookhaven MRF.

- Aluminum: Cans, beverage and food containers, foil, and pie pans. Please clean.
- Books: Hardbound (with the cover torn off and discarded), paperback and text books.
- Cardboard: Paperboard boxes corrugated boxes, egg containers, food boxes (including cereal boxes and pizza boxes), frozen food packaging, mailing boxes and shoe boxes. Please remove any plastic or Styrofoam packaging material from inside the boxes.
- Glass containers: Bottles and jars (brown, clear or green) used for food, liquids, beverages, soda, and water. Please clean.
- Mail: Mail (junk mail, catalogs, cards, magazines, etc...) and envelopes (all kinds).
- Metal: All types of metal including beverage and food containers, aluminum, tin, steel, iron, etc...
- Paper: All colors and types of unwaxed paper including catalogs, folders, junk mail, magazines, mixed paper, newspaper (all types), non-metallic wrapping paper, office papers, printer paper, school papers and shredded paper (please place shredded paper inside a clear plastic bag).
- Plastic containers (#1 - 7): Bottles and jars, detergent/bleach bottles, juice bottles, milk jugs, soda bottles, water bottles, wide-mouthed containers such as cottage cheese, margarine, mayonnaise, sour cream and yogurt containers, drinking cups and prescription bottles including lids and caps. Please clean.
- Rigid Plastics - Rigid plastics which include milk/soda crates, buckets, laundry baskets, plastic lawn furniture, plastic drums, coolers, plastic flower pots, watering cans, large water bottles, pallets, pet carriers, shelving, closet organizers and unwanted garbage cans (empty).
- Spray cans: All empty aerosol cans.
- Steel
- Tin: Cans and foil. Please clean.
- Waxed cartons used for liquids such as juices, milk or soups. Please empty and clean.

### II. List of Examples of Unacceptable Materials at the Brookhaven MRF includes but is not limited to:

- Anti-freeze Containers
- Batteries
- Cat litter
- Ceramics
- Chemicals or household hazardous waste. No bottles or cans of oil, pesticides, gasoline or chemicals.
- Coat Hangers

- Contaminated paper products. No used napkins, paper towels, waxed paper, paper plates or tissue.
- Drinking Glasses
- Dry cleaning bags
- Food waste
- Garbage
- Glass (window and mirror)
- Hazardous Waste
- Household Items (such as batteries, cat litter, drinking glasses, food waste or garbage)
- Light bulbs
- Medical Waste
- Mirrors
- Needles/syringes/sharp items
- Oil
- Paint and paint cans
- Plates (plastic or ceramic)
- Plastic bags including shopping and grocery bags and newspaper covers. Please note that most grocery stores collect bags for recycling.
- Plastic utensils
- Plastic Containers with no # at all
- Styrofoam and Styrofoam packaging material
- Styrofoam carry out or deli food containers
- Waxed paper
- Window or Auto Glass
- Yard waste

## **EXHIBIT B.**

### **Protocol for Content Analysis of Recyclable Materials**

1. This protocol for the analysis of the content of Recyclable Materials delivered by the Municipality to the Brookhaven MRF shall be employed by the PARTIES when invoked pursuant to the provisions of paragraph 12, or as otherwise agreed by the PARTIES.
2. The subject material for employment of this protocol shall be one or more truckloads of material delivered as Recyclable Material by the Municipality in a single week (The Subject Loads).
3. Upon delivery to the MRF, the Subject Loads shall be segregated by the Facility Operator for analysis at a mutually agreed upon time.
4. At the agreed upon time, the Facility Operator shall clear the processing system of the MRF of all other Material, and shall place or install temporary containers for all recovered materials and all reject and residual Unacceptable Materials derived from processing of the Subject Loads.
5. Alternatively, the PARTIES may agree to install temporary containers only for the capture of all reject and residual Unacceptable Materials derived from processing of the Subject Loads, and direct recovered materials to the containers and bins holding such materials from other sources.
6. When the processing system has been cleared of other materials and the temporary containers agreed upon pursuant to paragraphs 5 and 6 above are in place, the Facility Operator shall introduce the Subject Loads into the processing system and shall commence processing and sorting using the regular staff and systems of the MRF. Said processing shall continue until the Subject Loads are fully processed.
7. At the conclusion of processing, the Facility Operator shall collect the recovered materials and/or the reject and residual Unacceptable Materials derived from processing, and shall weigh each such category of material. Portable scales may be used for this purpose. The Facility Operator shall prepare a written report of the results of such processing and weighing, and shall identify the quantities of each class of materials present in the Subject Loads.
8. Representatives of the Municipality, the Town and the Facility Operator may be present at all such processing and weighing.

## **EXHIBIT C**

### **Haulers' Rules**

#### **Scale House:**

1. Driver shall approach scales SLOWLY.
2. Driver shall report to scale house operator and identify origin and material type such as Single Stream Material, Commingled Containers Material, or Clean Newspaper and Cardboard Material.
3. Weigh inbound.
4. Weigh outbound and pick up scale ticket.

#### **Tip Floor Rules:**

1. Wait for operator's OK to enter tip floor for dumping.
2. All required OSHA safety gear shall be worn when driver and/or helper exits the cab.

#### **Yard Rules:**

1. Driver shall maintain safe speeds while traveling within the Landfill complex and the Facility. Driver shall obey all posted speed limits.
2. Driver shall not allow litter to be discharged from the body or cab.
3. Driver shall not loiter in the yard.