



Waste Battery Hauler Memorandum of Understanding

ecomaine has conditionally agreed to conduct business with _____

to remove lead acid and other spent batteries that have accumulated within our tipping hall battery area. Hauler agrees to transport the entire **ecomaine** collection of spent lead/acid batteries (including jumper battery packs) to a certified/licensed battery recycling operation with a sound environmental track record.

The following criteria apply to the handling and transportation of **ecomaine's** spent batteries to a licensed/certified processor:

- Batteries must be transported in a vehicle in which the batteries are secured and whose leads/terminals are not in direct contact with any other battery (this can be achieved using heavy cardboard dividers).
- Hauler must abide by DOT Rules/guidance for the safe transport of spent batteries (see attached DOT article on proper handling and transportation rules).
- A load of spent batteries removed from **ecomaine** must be transported directly to the licensed/permitted processing facility upon exit from **ecomaine's** premises. Waste batteries from **ecomaine** may not be staged/stored under any circumstances at an interim location before transport to the licensed/permitted processor.
- If a hauler damages a battery in the process of handling and loading, he/she is responsible for properly securing/transporting damaged battery as a hazardous waste item, abiding by all applicable state and federal rules and regulations governing the proper disposal of the damaged unit.
- Hauler will provide Environmental Specialist (ES) or Environmental Manager (EM) with a receipt for the total number of batteries removed from premises. ES or EM must be present to supervise the removal of the batteries and to verify total count.
- **ecomaine** will be compensated for each lead/acid battery removed at the prevailing fair market price within 30 days of the removal activity.
- **ecomaine** may elect to use more than one hauler to transport its spent batteries.

- This agreement does not bind either **ecomaine** or the hauler from terminating the relationship at any time.

*I _____ hereby understand all the conditions noted above for the proper handling and final disposal of **ecomaine's** spent batteries, and will satisfy each of them to the best of my ability.*

Date _____

Company _____