

SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT

This Agreement entered into the 1st day of January, 2018, by and between the **Town of Barrington**, organized under the laws of the State of New Hampshire (hereinafter referred to as the "Town") and **Waste Management of New Hampshire, Inc.**, a corporation organized under the laws of the State of Connecticut and having a place of business at 4 Liberty Lane West, Hampton, New Hampshire 03842 (hereinafter referred to as the "Contractor").

WITNESSETH THAT

WHEREAS, the Town owns certain real property and equipment necessary to operate and manage a solid waste Transfer Station in Barrington, New Hampshire (as defined herein); and

WHEREAS, the Contractor owns and operates a sanitary landfill, separation facility, and/or material recovery facility (as defined herein) in accordance with applicable laws of the State of New Hampshire; and

WHEREAS, the Contractor is in the business of collecting and transporting for ultimate disposal or processing solid waste; and

WHEREAS, the Town desires to engage Contractor to collect solid waste and single stream recycling at the Transfer Station for disposal at designated processing facilities; and

WHEREAS, the Board of Selectmen are authorized to execute this Agreement for a one (1) year term pursuant to local and state regulations, with the remaining eight (8) year term subject to approval by the voters of the Town of Barrington.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Town and Contractor do hereby agree as follows:

1. DEFINITIONS

1.1 Transfer Station. A facility operated by the Town, developed for the receipt and processing of solid waste (including, but not limited to MSW and Construction and Demolition Debris) and Recyclable Materials (as defined below).

1.2 Disposal Facility. Shall mean a permitted solid waste disposal facility of the Contractor's choice that will receive, process, and dispose of all solid waste materials from the Town and is legally empowered to accept it.

1.3 Municipal Solid Waste ("MSW"): Non-baled solid waste normally generated and disposed of by households and small businesses in the State of New Hampshire and not containing any Hazardous, Special or Unacceptable Waste as defined and set forth on Exhibit A attached hereto.

1.4 Construction and Demolition Debris (Demo Debris): Shall mean a wide variety of materials, including, 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.).

1.5 Recycling Facility: Shall mean the recycling facility owned and operated by an affiliate of Contractor or such other permitted facility as Contractor shall designate from time to time.

1.6 Recyclable Materials: Shall include items as specified on Exhibit B attached hereto or other such materials as the parties may agree to in writing.

1.7 Special Waste: Shall mean any material, which is generated within the Town and is classified as a "special waste" or "miscellaneous special waste" by Contractor or the state where the Disposal Site is located. Special waste or miscellaneous special waste must be subjected to analysis by a laboratory approved by Contractor. The results of the laboratory 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 Disposal Site will be inspected periodically to ensure compliance with Contractor's "special waste" handling procedures.

1.8 Solid Waste: Shall mean MSW, Construction and Demolition Debris/Bulky and Special Waste that Contractor has agreed to accept under this Agreement but shall exclude Unacceptable Waste as defined under Exhibit A.

2. TERM.

The Contractor shall have the exclusive right to provide the services outlined in this Agreement. The initial term of this Agreement shall be one (1) year, January 1, 2018 through December 31, 2018. The Agreement shall be automatically extended for a term of eight (8) years, January 1, 2019 through December 31, 2026, upon approval of the Agreement by the Town of Barrington voters at the March 2018 Annual Town Meeting or at a special Town meeting. The term of this Agreement shall be nine (9) years effective on January 1, 2018 through December 31, 2026, unless sooner terminated as provided herein. Additionally, the Town shall have the option, with the consent of the Contractor, to extend the term of this Agreement for an additional five (5) year term by notifying the Contractor of its intent to exercise this right not later than (30) days prior to the end of the then current performance period. Annual renewals and any subsequent extension of term are contingent upon approved funding at the Town Meeting.

3. COMPENSATION:

The Town agrees to pay Contractor as compensation hereunder:

Pricing for First Year of Agreement - January 1, 2018 – December 31, 2018

| | | | |
|-------------------------|-------------------|---------------------------------------|---------------------------|
| MSW | \$119.54 per haul | \$72.00 per ton | |
| Demo | \$119.54 per haul | \$72.00 per ton | \$50.00 per month Rental |
| Bulky | \$119.54 per haul | \$75.00 per ton | \$303.85 per month Rental |
| Single Stream Recycling | \$119.54 per haul | *See Processing fee below & Exhibit C | |

January 1, 2019 \$122.53 per haul \$73.00 per ton MSW & Demo and \$76.00 per ton Bulky
January 1, 2020 \$125.59 per haul \$74.00 per ton MSW & Demo and \$77.00 per ton Bulky

January 1, 2021 \$128.73 per haul \$75.50 per ton MSW & Demo and \$78.50 per ton Bulky
January 1, 2022 \$131.95 per haul \$77.00 per ton MSW & Demo and \$80.00 per ton Bulky
January 1, 2023 \$135.25 per haul \$78.50 per ton MSW & Demo and \$81.50 per ton Bulky
January 1, 2024 \$138.63 per haul \$80.00 per ton MSW & Demo and \$83.00 per ton Bulky
January 1, 2025 \$142.10 per haul \$81.00 per ton MSW & Demo and \$84.00 per ton Bulky
January 1, 2026 \$145.65 per haul \$82.00 per ton MSW & Demo and \$85.00 per ton Bulky

Processing of Recyclable Materials:

Town shall also exclusively provide to Turnkey Recycling and Environmental Enterprise's materials recovery processing facility ("TREE") located in Rochester, New Hampshire all of the single stream recyclable materials generated within the Town and meeting the specifications as defined in Exhibit B ("Specifications") attached hereto ("Acceptable Recyclable Materials"). In the event that the single stream recyclable materials do not meet Specifications, the load may be rejected and/or Town shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, and disposal costs. The Town shall not allow scavenging of Acceptable Recyclable Material. Title to and liability for Excluded Materials, as defined in Exhibit B, shall remain with Town at all times. Title to Acceptable Recyclable Materials provided by Town to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law. Company reserves the right at its sole discretion upon notice to Town to discontinue acceptance of any category of Acceptable Recyclable Material as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

The value of the Acceptable Recyclable Materials shall be as set forth on Exhibit C. It shall be conclusively presumed that the composition of the Acceptable Recyclable Materials collected by the Company shall be identical to the composition of all single stream recyclable materials processed by Company at the processing facility used, as established from time to time by Company.

Notwithstanding the foregoing, Company may perform a composition study of the Acceptable Recyclable Materials to determine the composition percentage of each commodity for the material and may revise the amount payable or chargeable to Town to reflect the actual composition of Town's Acceptable Recyclable Materials. Town acknowledges that the value of the Acceptable Recyclable Materials may be negative. An example of the monthly calculation to determine the charge or rebate is set forth on Exhibit D.

The parties acknowledge that maintenance of the quality of the single stream recyclable materials is a requirement of this Agreement, subject to the provisions contained herein. The Town shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of single stream recyclable materials. Company shall provide reasonable assistance to the Town in such efforts.

Annual increase for all items:

Annual increase as set forth above.

Said fees do not include any increase in costs associated with the occurrence of a Force Majeure Event (as described under Section 16 below) such as increases in disposal costs imposed pursuant to the adoption or implementation by any federal, state or local body or agency of a law, rule, regulation, ordinance, tax or order which results in the levying of a fee on or against the waste or the

operation of the Disposal Site. In the event any such fee or tax on disposal of waste is assessed, the Contractor shall have the right to pass this cost on to the Town.

4. CHARGES, PAYMENTS, ADJUSTMENTS.

Town shall pay for the services by the Contractor in accordance with the aforementioned charges within 30 days of the date of Contractor's invoice. Town shall pay a service charge on all past due accounts at a rate of 18% per annum. The Contractor may increase the charges to the account for the following circumstances outside the control of the Contractor, changes in local, state or federal laws or regulation, imposition of taxes, fee or surcharges and acts of God such as floods, fires, etc.

5. COLLECTION EQUIPMENT:

Contractor equipment shall be designed for the collection and transportation of materials collected at the Town Transfer Station. The vehicles shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side, the name and phone number of the Contractor.

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:

The Contractor shall provide service for the Town within 48 hours from the time of request. Service will be provided on a Monday through Friday basis, during normal business hours. The Contractor shall not be responsible to provide timely services should there be significant delays due to acts of God, or major highway reconstruction, or holidays, or other unforeseeable circumstances that are not in control of the Contractor.

8. OPERATION:

The Contractor shall accept the Town's MSW, single stream recycling, approved Special Waste, and Construction and Demolition Debris from the Town's Transfer Station. The Contractor may at any time refuse to accept any Hazardous Waste, any Unacceptable Waste, or any materials, substance, or property which in the reasonable judgment of Contractor do not meet the definition of Hazardous or Unacceptable Waste, will be harmful, unhealthy, unsafe, or in violation of any federal, State, or local statute or regulation applicable to the site.

10. 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.

11. INDEMNIFICATION:

The Contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees to the extent arising out of or resulting from the performance of the work, provided and to the extent that such claim, damage, loss or expense is caused by the negligent or wrongful acts or omission of the Contractor or any of its officers, agents, employees, representatives, any one directly or indirectly employed by any of them or anyone for whose acts they may be liable.

The Town shall indemnify and hold harmless the Contractor and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees to the extent arising out of or resulting from the performance of the work, provided and to the extent that such claim, damage, loss or expense is caused by negligent or wrongful acts or omission of the Town, or any of its officers, agents, employees, representatives, any one directly or indirectly employed by any of them or anyone for whose acts they may be liable.

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

12. 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 Town. 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 Town and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of Town, and no such person shall be entitled to any of the benefits available or granted to employees of Town.

13. NON-ASSIGNMENT:

Neither Contractor nor Town 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 provided that the Contractor shall have the right to assign this Agreement, without consent of the Town in the event of a corporate reorganization, merger or transfer of substantially all of Contractor's assets. In the event of such permitted assignment, Contractor shall notify Town of the assignment, in writing, within five days of the assignment becoming effective, to include providing the name, address and telephone number of the assignee and the name and phone number of a contact person for the assignee.

14. 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.

| <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 |

15. TERMINATION:

- A. In the event 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 twenty (20) days following such notice:
 1. The defaulting party shall correct the default; or
 2. In the event of a default not capable of being corrected within twenty (20) days, the defaulting party shall commence correcting the default within twenty (20) days of non-defaulting party's notification thereof, and thereafter correct the default with due diligence.
- B. If the defaulting party fails to correct the default as provided above, non-defaulting party, without further notice, shall have all of the following rights and remedies which non-defaulting party may exercise:
 1. The right to declare that this Agreement, together with all rights granted the defaulting party hereunder are terminated, effective upon such date as the non-defaulting party shall designate. The non-defaulting party shall make payment of all monies due through the termination date; and
 2. If the default is by Contractor, the Town shall have the right to license others to perform the services otherwise to be performed by Contractor, or to perform such services itself. Notwithstanding any other provisions herein, all excess costs for such services to be borne by Contractor.

16. DISPUTE RESOLUTION:

In the event the parties are unable to resolve a dispute which arises out of this Agreement, the parties may agree to engage in mediation or either party may pursue judicial remedies in a New Hampshire court of competent jurisdiction.

17. FORCE MAJEURE:

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 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. Contractor shall be entitled to an equitable

adjustment in price in the event of the occurrence of a Force Majeure Event that increases the cost of performing its obligations under this Agreement.

18. 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 Town:

Town of Barrington
PO Box 660
333 Calef Highway
Barrington, NH 03825
Attn: Board of Selectmen

To The Contractor:

Waste Management of New Hampshire, Inc
26 Patriot Place, Suite 300
Foxboro, MA 02035
Attn: President

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

19. 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.

20. LAW TO GOVERN:

Town and Contractor agree that the laws of the State of New Hampshire shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

21. 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.

22. AMENDMENT:

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

23. 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.

24. SUCCESSORS AND ASSIGNS:

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

25. 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.

Town of Barrington, NH, a municipal corporation

Board of Selectmen

Date: 10/31/2017


Its Selectman

Date: 11/1/2017

Dawn Hatch
Its Selectman

Date: 11/6/2017

Gay Baily
Its Selectman

Date: 11/6/17


Its Selectman

Date: 11/6/17

Dawn Hatch 
Its Selectman

Waste Management of New Hampshire, Inc.

Date: 11-16-17

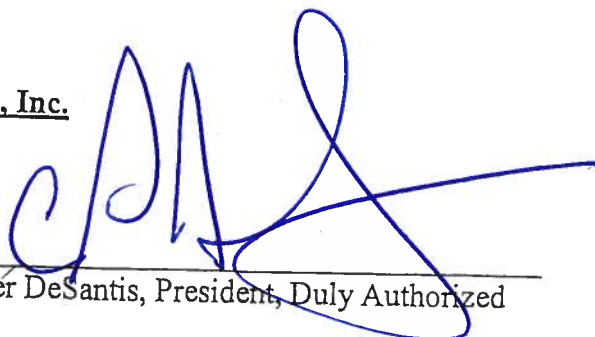

Christopher DeSantis, President, Duly Authorized

EXHIBIT A

Hazardous Waste means any material or substance, which, by reason of its composition or characteristics is:

- 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, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., or any federal and/or state laws or 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.
- Special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954.
- 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.

Special Waste shall include, but not be limited to, the following:

- Ash from the incineration of MSW, fossil fuels, wood, medical waste
- Asbestos containing materials
- Municipal wastewater treatment sludge
- Catch basin grit, sewer grit, sandblast grit
- Off-specification, outdated or unused commercial chemical products
- Contaminated soils
- Creosote treated wood
- Wood chips, C&D fines
- Drummed wastes
- Industrial process wastes
- Leather wastes
- Pulp and paper mill sludges
- Agricultural/organic wastes
- Treated medical Waste Management
- Liquid wastes
- Decharacterized soils

Unacceptable Waste means a regulated quantity of any of the following except as authorized by applicable law and regulations approved from disposal pursuant to Contractor's policies and procedures regarding such waste streams:

1. A containerized or any other form of waste (i.e., drum, barrel, portable tank, box, pail, etc.) listed in items 3 through 9 below.
2. A waste transported in a bulk container.
3. A liquid waste.
4. A sludge waste.
5. A waste from an industrial process (i.e. residue).
6. A waste from pollution control process.
7. Residue and debris from the 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. Any uncharacterized waste, pursuant to federal, state or local regulations.
10. Chemical waste from a laboratory.
11. Articles, equipment and clothing containing or contaminated with polychlorinated biphenyl's (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, renovation 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 that 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 manufacturers.
19. Waste produced by the mechanical processing of fruit, vegetables or grain, rinds, hulls, 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 of any size used exclusively by dwelling units.
21. Sludge from a publicly-owned sewerage treatment plant serving primarily domestic users.
22. Regulated quantities of grease trap wastes from any source.
23. Wash water wastes from commercial laundries or laundromats including waste from a dry-cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers.
24. Wash water wastes from commercial car washes.
25. Chemical-containing equipment removed from service such as cathode ray tubes, batteries, fluorescent light tubes, etc.
26. Waste 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 solid 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 Disposal Facility, including without limitation, all waste subject to disposal restrictions under DEP solid waste management regulations.
30. Materials or "White Goods" that contain or have contained CFC's as regulated under the Clean Air Act Amendment of 1990 (CAAA), Title VI, "Stratospheric Ozone Protection." Title 40 (CFR) Part 82.
31. Universal Wastes as listed by the State of New Hampshire Hazardous Waste Management Regulations, Chapters Env-WM 1100 through 1114. Universal Wastes are: cathode ray tubes, fluorescent lamps, mercury containing devices, batteries, pesticides, and antifreeze.
32. Waste that contains information that is protected by federal and state privacy and securities law.

EXHIBIT B

RECYCLABLES - SPECIFICATIONS

RECYCLABLES shall be dry, loose, not bagged, and include only the following:

| | |
|---|---|
| Aluminum food and beverage containers - empty | Glass food and beverage containers – brown, clear, or green - empty |
| Ferrous (Iron) cans – empty | PET plastic containers with the symbol #1 – with screw tops only - empty |
| HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty | HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty |
| Plastics with symbols #3, #4, #5, #6, #7 – empty | Newsprint |
| Old corrugated containers | Magazines, glossy inserts and pamphlets |
| Catalogs | Cereal boxes; detergent, gift and snack boxes |
| Telephone books | Printer paper |
| Copier paper | Mail |
| All other office paper without wax liners | |

RECYCLABLES do not include the following:

| | |
|--|---|
| Bagged materials (even if containing Recyclables) | Microwave trays |
| Mirrors | Window or auto glass |
| Light Bulbs | Ceramics |
| Porcelain | Plastics unnumbered |
| Plastic bags, expanded polystyrene | Coat hangers |
| Glass cookware/bakeware | Household items such as cooking pots, toasters, etc. |
| Flexible packaging and multi-laminated materials | Wet fiber |
| Excluded Materials | Fiber containing, or that has been in contact with, food debris |
| Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension | Any other item not listed above as a Recyclable |

DELIVERY SPECIFICATIONS:

Recyclables delivered by or on behalf of Customer may not contain more than 5% non-Recyclables and may contain no Excluded Materials. Customer shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the delivered Materials any Recyclables listed in this Exhibit B.

Town will be responsible for the presence of, and any cost associated with the removal of non-recyclables in excess of 5% by weight of each delivered load and any Excluded Materials, which Contractor shall cause the Town to be invoiced separately by the Recycling Facility with information documenting weight and transportation and disposal costs. 'Excluded Materials' means 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 Recycling Facility, its personnel or the public or materially impair the strength or the durability of the Recycling Facility's structures or equipment. Title to and liability for Excluded Materials shall remain with the Town at all times. Title to Recyclables provided by the Town to Contractor is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or applicable law.

EXHIBIT C

ACCEPTABLE RECYCLABLE MATERIAL VALUE

1. VALUE SHARE

Where the Blended Value is greater than the Processing Fee, Town's Value Share is 50% of the difference between the Blended Value and the Processing Fee. When the Blended Value is less than the Processing Fee, Town shall pay Company the difference between the Processing Fee and the Blended Value.

2. BLENDED VALUE

To calculate the Blended Value per ton of the Acceptable Recyclable Materials,

- (a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Town's recyclables as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.
- (c) Town acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- "PPI" means the higher of the prices issued by RISI PPI Pulp & Paper Week for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the higher of the price published at www.SecondaryMaterialsPricing.com, for the New York Region, first dated price each month, retroactive to the first of the month.
- "Actual Value" means the average price paid to or charged to the processing facility during the month of delivery of the recyclables less any freight, customs charges, duties, or other charges paid to third parties for the sale of such Recyclables.
- If PPI or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Company may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. Town's consent, which shall not be unreasonably withheld, conditioned or delayed, to the use of such alternate publication or method shall be required.
- "Transportation and Disposal" means the charge for transporting residue from the processing facility per ton in the month of delivery to the disposal facility.

| Material Component | Commodity Value |
|-----------------------------------|---|
| Newspapers, magazines and inserts | PPI Sorted Residential Paper #54 |
| Cardboard | PPW OCC #11 |
| All other paper | PPI #2 Mixed Paper #54 |
| Aluminum / beverage cans | SMP for Aluminum Cans (Sorted, Baled, ¢/lb, delivered minus \$.08 per lb) |
| Steel/Tin | SMP for Steel Cans (Sorted, densified, \$/ton and delivered) |
| Plastic #1 | SMP for PET (baled, ¢/lb. picked up) |
| Plastic #2 Natural | SMP for Natural HDPE (baled, ¢/lb. picked up) |
| Plastic #2 Colored | SMP for Colored HDPE (baled, ¢/lb. picked up) |
| Mixed Plastics #3 - #7 | Actual Value |
| Glass | Actual Value |
| Residue | Fixed Value \$75.00/ton |

3. CHARGES

(a) The initial Processing Fee is \$77.00 per delivered ton subject to change in accordance with this Agreement. The initial Transportation Fee is \$40.00 per delivered ton subject to change in accordance with this Agreement.

(b) The Processing, Transportation and Residue Fees will be increased as calculated below on the anniversary of the Effective Date ("Anniversary Date") and such increase shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. Increases to the Processing, Transportation and Residue Fees shall be fixed at 2.5%.

| EXHIBIT D | | | | |
|---|--|-----------------------|------------------|------------|
| Revenue Share Calculation - Single Stream | | | | |
| Commodity | Index * | Current Composition % | Market Value/Ton | Values |
| OCC (Cardboard) | PPI OCC #11 | 20.09% | \$ 105.00 | \$ 21.09 |
| Mixed Paper | PPI Mixed Paper #54 | 43.72% | \$ 30.00 | \$ 13.12 |
| Aluminum Beverage Cans | SMP for Aluminum Cans (Sorted, Baled cents/lb. delivered minus \$0.08 per pound) | 0.91% | \$ 1,220.00 | \$ 11.12 |
| Steel/Tin Cans | SMP for Steel Cans (Sorted, densified, \$/ton and delivered) | 2.58% | \$ 40.00 | \$ 1.03 |
| PET (Plastic #1) | SMP for PET (baled, cents/lb. picked up) | 3.56% | \$ 320.00 | \$ 11.39 |
| Natural HDPE (Plastic #2) | SMP for Natural HDPE (baled, cents/lb. picked up) | 1.03% | \$ 650.00 | \$ 6.70 |
| Colored HDPE (Plastic #2) | SMP for Colored HDPE (baled, cents/lb. picked up) | 1.03% | \$ 340.00 | \$ 3.50 |
| Mixed Plastics (Plastic #3-7) | Market Value | 2.00% | \$ 3.63 | \$ 0.07 |
| Glass | Market Value | 20.09% | \$ (25.00) | \$ (5.02) |
| Residue | Market Value | 5.00% | \$ (75.00) | \$ (3.75) |
| | Total/Blended Value | 100.00% | | \$ 59.25 |
| | MRF Processing Fee | \$ 77.00 | | |
| | Transportation Fee | \$ 40.00 | | |
| | 50% share above Fees (\$117) | | | \$ (57.75) |

| | price/lb or ton | lbs/ton (if price in lbs) | price/ton | less delivery | lbs/ton | delivery/ton | net |
|--------|-----------------|---------------------------|------------|---------------|---------|--------------|------------|
| PPI | \$105.00 | | \$ 105.00 | | | | \$ 105.00 |
| PPI | \$ 30.00 | | \$ 30.00 | | | | \$ 30.00 |
| SMP | \$ 0.69 | 2,000 | ##### | \$ 0.08 | 2000 | \$ 160.00 | ##### |
| SMP | \$ 40.00 | | \$ 40.00 | | | | \$ 40.00 |
| SMP | \$ 0.160 | 2,000 | \$ 320.00 | | | | \$ 320.00 |
| SMP | \$ 0.325 | 2,000 | \$ 650.00 | | | | \$ 650.00 |
| SMP | \$ 0.170 | 2,000 | \$ 340.00 | | | | \$ 340.00 |
| Market | \$ 0.002 | 2,000 | \$ 3.63 | | | | \$ 3.63 |
| Market | \$ (25.00) | | \$ (25.00) | | | | \$ (25.00) |
| Market | \$ (75.00) | | \$ (75.00) | | | | \$ (75.00) |

Blended Value is Calculated Monthly.

- PPI means the higher of the prices issues by RISI Pulp & Paper Index for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- SMP means the higher of the price published at www.SecondaryMaterialsPricing.com for the New York Region, first dated price each month, retroactive to the first of the month.
- Actual Value means the average price paid to or charged to the processing facility during the month of delivery, less any freight or other charges paid to third parties.