
AMENDMENT TWO
WASTE DISPOSAL AGREEMENT
BETWEEN
WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.,
TURNKEY RECYCLING AND ENVIRONMENTAL ENTERPRISES, INC.
AND
LAMPREY REGIONAL COOPERATIVE

This Amendment Two ("Amendment Two") dated this 9th day of March, 2023, but to be effective on June 1, 2023 ("Effective Date"), is by and between Waste Management of New Hampshire, Inc. Turnkey Recycling and Environmental Enterprises ("TREE" or "Turnkey Landfill") and the Lamprey Regional Cooperative ("COOP").

Whereas, that certain Waste Disposal Agreement was entered into by and between TREE and COOP on the 22nd day of December, 2006 to be effective January 1, 2007 ("Original Agreement"), which Original Agreement was amended by that certain First Amendment dated August 24, 2015 ("Amendment One"); and

Whereas, based upon certain undertakings and agreements on the part of TREE and COOP, subject to the terms of this Amendment Two, the parties do hereby agree to amend and extend the Original Agreement as it was amended by Amendment One as set forth herein (collectively, the Original Agreement, Amendment One and Amendment Two are referred to as the "Agreement").

Now, therefore, for valuable consideration, the parties agree as follows:

1. Section 3. TERM is modified to extend the end date of the Term to December 31, 2033 (7 years from the end of the Term set forth in Amendment One). The Term is subject to early termination should landfill operations at TREE cease prior to the expiration date of this Agreement.
2. Section 4. FEES and BILLING shall be deleted in its entirety and replaced with the following:

FEES and BILLING. The disposal fee, beginning June 1, 2023, shall be Seventy-Eight Dollars (\$78.00) per ton for all Waste Materials delivered. Said fee shall escalate annually as outlined below and includes all Host Community Fee and Consumer Price Increases (CPI). Bills will be sent on a bi-monthly schedule and payment is required within ten days from the date of the invoice. Members of the Coop shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum amount allowed by law. The disposal fees shall not be subject to increased or changed fuel or environmental surcharges that may be levied by TREE in the future and are inclusive of any and all of said or similar fees or surcharges existing as of the Effective Date.

In the event that any federal, state, or local body or agency adopts or implements any environmental law, rule, regulation or order respecting the disposal facility which results in an increase in cost of facility operations or levies a tax or fee on waste disposal activities or operations at the facility which discriminates against the facility or its solid waste disposal activity, one hundred percent (100%) of any such increase cost or tax shall be allocated to and charged to COOP, in an appropriate proportion to the tonnage delivered among the municipalities and other customers which deposit solid waste at the facility, provided that COOP shall be entitled to terminate this Agreement with a thirty (30) day written notice in the event any increase under this Section exceeds an amount equal to ten percent (10%) of the total disposal fee for the contract year immediately preceding the event upon which the increase is based. Notwithstanding the forgoing, in no event shall any increase in the Host Community Fee be charged to the COOP during the term of the Agreement. In addition, the COOP shall not be charged for any increases in any taxes, fees or charges that are similar to the Host Community Fee and are existing as of the Effective Date, unless such increase is due to a change in law or regulation, or order, or event that is beyond TREE's control, such that only new fees, taxes, or charges, or increases in existing taxes, fees, or charges, and operating costs due to changes in law, regulation or order, or circumstances beyond TREE's control, in relation to the services provided pursuant to this Agreement are to be apportioned and passed along to COOP in accordance with this Section. The parties' intention is that the below fees have been negotiated between the parties to provide stability and predictability to both COOP and TREE over the course of the Term regardless of increases to or changes in existing fees, taxes, or charges, and that the below rates be adjusted only in the very limited circumstances described in this section.

EFFECTIVE DATE	RATE
JUNE 1, 2023	\$78.00
JANUARY 1, 2024	\$81.00
JANUARY 1, 2025	\$84.00
JANUARY 1, 2026	\$87.00
JANUARY 1, 2027	\$90.00
JANUARY 1, 2028	\$93.00
JANUARY 1, 2029	\$96.00
JANUARY 1, 2030	\$103.00
JANUARY 1, 2031	\$110.00
JANUARY 1, 2032	\$118.00
JANUARY 1, 2033	\$127.00

3. The effectiveness of this Amendment Two and the terms and rates described herein is subject to a vote of COOP's Board of Directors approving the Amendment and all current participating COOP members continuing their participation and executing a Joinder Agreement in the form attached hereto as Exhibit 1 ("Joinder Agreement"). Any COOP Member which is not currently participating in this Agreement may join at any time during the Term under the same terms and conditions of this Agreement by executing the Joinder Agreement. The parties hereto acknowledge that because this Amendment Two cannot be effective until it is adopted by a vote of the Board of Directors of COOP and all of the participating municipalities execute the Joinder Agreement, the rates set forth herein and the other terms and conditions of this Amendment Two shall be effective on June 1, 2023 or on such later date as all of the conditions of this paragraph shall have been met. Notwithstanding any specific dates set forth herein, no "retroactive" billing at the rates set forth herein shall occur if the conditions of this paragraph are not met by June 1, 2023, and billing shall continue at the rates set forth in the First Amendment until the conditions of this paragraph are met, provided that, TREE shall with forty-five days' written notice, be entitled to terminate the offer contained in this Amendment 2 at any time on or after June 1, 2023 should the conditions of this paragraph 3 not be met such that the parties will continue to perform under the Agreement and Amendment One, without regard to the terms and conditions herein.
4. All capitalized terms used herein shall have the same meaning as ascribed in the Agreement, unless otherwise provided herein.
5. All other terms and conditions of the Original Agreement and Amendment One remain unchanged and in full force and effect except as specifically modified herein.

In witness thereof, the parties have caused this Amendment Two to be executed by their respective authorized officers or agents on the date(s) set forth below.

LAMPREY REGIONAL COOP



Paul R. Deschaine, Chairman
Board of Directors
Duly Authorized

Date: March 9, 2023

**WASTE MANAGEMENT OF
NEW HAMPSHIRE INC.**



Chris DeSantis, President

Date: 3-15-2023

EXHIBIT 1

**JOINDER OF PARTICIPATING COMMUNITY
TO WASTE DISPOSAL AGREEMENT AS AMENDED**

The undersigned duly authorized representative of the Town/City of _____, New Hampshire, on behalf of said Town/City, hereby join in that certain Waste Disposal Agreement by and between the Lamprey Regional Cooperative (the "COOP") and Waste Management of New Hampshire, Inc. Turnkey Recycling and Environmental Enterprises ("TREE"), dated December 22, 2006 (the "Original Agreement") as amended by that certain Amendment One dated August 24, 2015 ("Amendment One") and that certain Amendment Two dated _____ ("Amendment Two") (collectively, the Original Agreement, Amendment One and Amendment Two referred to as the "Agreement"). The Town/City hereby acknowledges and agrees to fully perform all obligations as a Participating Community (as defined in the Agreement) under the terms and conditions of the Agreement, including but not limited to the payment of disposal fees to TREE and delivery of all "Waste Materials" to TREE (as defined in the Agreement).

DATED: _____

TOWN/CITY OF _____
NEW HAMPSHIRE (the "Town/City")

Witness

By: _____
its duly authorized representative