

**SOLID WASTE AND RECYCLABLES
COLLECTION, TRANSPORTATION AND DISPOSAL
FOR THE TOWN OF EAST KINGSTON, NEW HAMPSHIRE**

This Agreement made and entered into this 18th day of November, 2019 by and between the Town of East Kingston, 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:

Whereas, the Town desires to hire the Contractor to provide residential collection and transportation of Municipal Solid Waste ("MSW") and Recyclables, within the boundaries of the Town.

Now, therefore, in consideration contained herein, the Town and the Contractor hereby agree as follows:

Section 1. Definitions

- A Municipal Solid Waste ("MSW") or Acceptable Waste: Non-baled solid waste normally disposed of by households and small businesses in the State of New Hampshire not including, Bulky Waste, Construction and Demolition Debris, Yard Waste, Cathode Ray Tubes, and White Goods; as defined herein, and not containing any Hazardous Waste.
- B Recyclable Materials Shall include items as specified on Attachment C attached hereto or other such materials as the parties may agree to in writing.
- C Bulky Waste: A large item or bundle, other than commercial construction and demolition debris, hazardous waste, White Goods or CRT's, which cannot fit into a cart. Items shall include, but not be limited to: tables, chairs, couches, beds, mattresses, bedsprings and is acceptable at the MSW Disposal Site.
- D Construction and Demolition Debris: Bulky Waste building materials resulting from the process of construction, remodeling, repair, and demolition activities.
- E White Goods: Any large metal items, which cannot fit into a cart. Items to include but not limited to are: dishwashers, washing machines, stoves, dryers or any appliance that contains Freon such as refrigerators, air conditioners, freezers, dehumidifiers.

- F Cathode Ray Tube (CRT's): Any glass tube used to provide the visual display in televisions and computer monitors as defined by the State of New Hampshire's Hazardous Waste Rules ENV-WM 1101, "Universal Wastes".
- G Yard Waste: Consisting of, but not limited to: leaves, grass, pine needles, logs, or brush.
- H eWaste (electronic items): Any computer, peripheral device such as but not limited to hard drives, printers, external hard drives, tape drives, and like items as defined by the electronics industry. Any gaming console or hand held game. Other devices that are similar in nature.
- I Residential Unit: A dwelling unit such as a home, trailer, condominium, or townhouse dwelling. For the purposes of this Agreement, Residential Unit shall include only those residential locations identified by the Town that are to be serviced under this Agreement.
- J Resident User: Any occupant of a Residential Unit such as owner, renter or lessee.
- K Cart: A plastic container not exceeding 64 gallons in capacity to be used for the storage and setout of MSW at Residential Units and a plastic container not exceeding 96 gallons in capacity to be used for the storage and setout of single stream (SS) Recyclables at Residential Units.
- L Disposal Site: A facility operated by the Contractor or its affiliate that will receive and dispose of solid waste and is legally empowered to accept same.
- M Material Recovery Facility ("MRF"): Location to be maintained by the Contractor for the purpose of sorting and preparing Recyclable Materials for market.
- N Hazardous or Unacceptable Waste: Waste other than Acceptable Waste or MSW and waste that is defined as hazardous or unacceptable by permit and/or applicable federal, state and local regulation.

Section 2. Term of Agreement

The term of this Agreement shall be for a period of five (5) years beginning January 1, 2020 through December 31, 2024. The term of this Agreement may be extended for one-year periods with like terms by written notice sent via Certified United States mail to the Contractor by the Town at least thirty (30) days prior to the termination of the then current term. Any and all extensions must be mutually agreed upon by both Contractor and the Town. This Agreement's renewal is subject to the fees contained in Attachment A and upon funding as appropriated at the Annual Town Meeting.

Section 3. Scope of Services

MSW Collection:

The Contractor shall be responsible for the collection, transportation and disposal of all Residential Units non-hazardous waste generated within the Town. Collection shall be in accordance with customary MSW collection practices. All MSW shall be in 64- gallon wheeled carts provided by the Contractor designed for automated lifting. The Contractor is not required to collect MSW not contained in the wheeled cart provided.

Bulky Waste shall be collected from Residential Units during special designated collection days as agreed to by the Town and Contractor as outlined in Attachment B.

White Goods shall be collected from Residential Units during special designated collection days as agreed to by the Town and Contractor as outlined in Attachment B.

The Contractor shall be responsible for the provision of containers and collection of MSW and Recyclable Materials from the following municipal locations: Library, Town Offices, Town Hall, Pound School Police Station Fire Department Elementary School and other locations as the parties shall agree to include.

Disposal of MSW:

Contractor shall transport MSW for disposal to the Waste Management Turnkey Recycling and Environmental Enterprises facility located in Rochester, New Hampshire or a fully permitted alternate disposal facility of the Contractor's choice. Contractor will take title to non-hazardous acceptable MSW upon pick-up and will be responsible for the disposition of such MSW to the location specified above. Contractor shall not mix any other community's MSW with that of the Town of East Kingston, New Hampshire. Town shall pay all tipping fees for disposal of MSW in accordance with this Agreement.

Recycling Collection:

The Contractor shall perform Recycling Collection Services in the Town on a bi-weekly schedule. Recyclables shall be collected on the same day as trash collection services for each designated Residential Unit on an every other week basis. The Contractor shall collect and remove all Recyclables placed in the 96-gallon cart, to be provided by the Contractor, at all Residential Units or from some other specifically defined location as agreed to and designated by the parties. The Contractor shall also provide Recyclables Collection Services for all Town buildings. The Contractor will place a sticker on any unacceptable materials contained in the Cart explaining why the material is unacceptable. The Contractor will not collect the unacceptable item(s) until the deficiency is corrected. The Contractor shall not commingle Recyclables with MSW except in an emergency

situation and with the concurrence of the East Kingston Board of Selectmen. Contractor shall send a monthly recyclables report to the Town and all members of the Solid Waste Removal & Recycle Committee, by the tenth day of the following month, listing the quantity of recyclables collected.

Additional Carts:

If a Resident User requires an additional MSW or Single Stream ("SS") Recycling Cart, they may be purchased from the Contractor at a cost of Seventy Dollars (\$70.00) for a 64- gallon cart or Seventy-Five Dollars (\$75.00) for a 96-gallon cart. Purchase of additional 64- gallon MSW carts must have the prior written approval of the Selectmen stating the reason(s) for such cart. Every effort will be made by Town and Contractor to enforce compliance of one (1) 64-gallon cart per Residential Unit (except for the Senior Community Developments utilizing Roll Off Containers) before granting permission for additional carts. If a Resident User requires an additional SS Cart they may be obtained at no cost. The Town encourages residents to maximize their SS recycling to lower costs and reduce the Town's carbon footprint.

The Contractor in cooperation with the Town shall audit annually, upon written request of the Town, the rate of Residential Unit participation in the recycling program. This program will consist of counting number of carts set out for recycling during the audit period. This program would not be tied to any price adjustments but rather this would be utilized as an informational tool. Contractor will provide the Town and the Solid Waste Removal & Recycle Committee a written report of this audit. The audit report will identify the participation rate on each street in Town. The total Residential Units of each street will be noted along with the number of SS Carts put out for collection on that day. In addition to this data, the Contractor will make note of any Residential Unit that has a MSW or SS Cart overflowing for follow up action.

Cart Repair / Replacement:

The Contractor shall be responsible to repair and/or replace any 64-gallon carts or 96-gallon carts that are damaged as a result of normal collection activities. Residents will be instructed to contact the Contractor's customer service department to request service to their cart. New Residential Units will be entitled to receive one (1) 64-gallon cart for MSW Collection and one(1) 96-gallon cart for Recycling Collection upon occupancy. Contractor shall not be responsible for repair or replacement of carts stolen or damaged through negligence of Resident Users.

Miscellaneous:

Town agrees to instruct its residents that all items to be collected shall be placed curbside on approved collection routes by 7:00 am on the collection day.

The Town agrees that with advanced notification to the residents, the Contractor may modify the collection routes as long as each Residential Unit receives weekly MSW collection service and biweekly recycling collection service.

The Contractor shall be responsible for preparing and printing recycling guidelines, and collection schedules on an annual basis. The Contractor shall be responsible for any postage to mail or cost of alternate delivery of the guidelines. The contractor shall not print and distribute the final copy until it has received written approval from the Solid Waste Removal & Recycle Committee and the written approval of the Board of Selectmen.

Section 4. Compensation

The Town agrees to make monthly payments to the Contractor for the above-referenced services at the rates as specified on Attachment A.

Section 5. Charges, Payments Adjustments

Town shall pay for services by the Contractor in accordance with the aforementioned charges within 30 days of the date of 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 account for the following circumstances outside the control of Contractor, changes in local, state or federal laws or regulations, imposition of taxes or fees and act of God such as floods, fires, war, or acts of terrorism, etc.

Section 6. Time of Collection

Curbside collection of MSW and Recyclables shall be made no earlier than 7:00 a.m. on the scheduled collection day. The Contractor will collect the MSW placed at the curbside or other specifically detailed location once each collection week and recyclables will be collected biweekly. Collections will not be made on the following observed holidays:

New Year's Day Verify all days
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

The Contractor shall postpone collections that would normally occur on such holidays for one (1) day.

Section 7. Collection Equipment

One collection truck shall be designated for the collection of residential MSW and one collection truck for residential Recyclables. The Contractor shall provide an adequate number of vehicles for regular collection services. The vehicles shall be kept in good repair, appearance, and in a sanitary condition at all times. Waste Management has a pressure wash program in place that provides for MSW Collection vehicles to be pressure washed twice per week and Recycle Collection vehicles once per week.

Each vehicle shall have clearly visible on each side, the name and phone number of the Contractor.

Section 8. Litter

All MSW and Recyclables hauled by the Contractor shall be so contained, tied, or enclosed such that leaking, spilling, or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the litter.

Section 9. Title to Waste

Title to all MSW and Recyclables, excluding Hazardous or Unacceptable Waste, shall be vested in the Contractor upon being loaded into Contractor's vehicle. Title to all Hazardous or Unacceptable Waste shall remain with the Town or Resident User tendering such Waste. No Hazardous or Unacceptable Waste shall be knowingly collected by the Contractor.

Section 10. Disposal and Marketing

All MSW and Recyclables shall be hauled to a site or facility designated by the Contractor that is permitted to accept the MSW and Recyclables for disposal or recycling in accordance with all applicable federal, state and local regulations.

Section 11. Permits and Licenses

The Contractor, at its sole cost and expense, shall maintain throughout the term of this Agreement, all permits, licenses and approvals necessary or required for the Contractor to perform the work and services described herein, including but not limited to the operation of the Processing Center.

Section 12. Independent Contractor

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

Section 13. Routes and Schedules

The Contractor shall provide the Town with schedules of residential collection routes on an as required basis and keep such information current at all times. It shall be the responsibility of Resident Users to place the MSW and Recyclables at the appropriate location for collection before the approved starting hour. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify each Resident User by mail or hand delivery not less than two (2) weeks prior to the change, only after approval by the Town. It shall also provide such information to the Town by the 15th of the month to be published on the Town's web site.

The Contractor shall collect MSW and Recyclable Materials from all Residential Units on the scheduled collection day. In the event there is a missed pick-up, the Contractor shall collect the MSW or Recyclable Materials within twenty-four hours from the time of notice during normal business hours. All calls relating to missed pickups shall be logged by the Contractor and such log shall be provided to the Town upon request.

The Contractor shall not be responsible to provide the authorized collection services should there be significant delays due any unforeseen circumstance that is beyond Contractor's control, including but not limited to, acts of God, unusual weather conditions, highway reconstruction, holidays, weekends, floods, fires, acts of terrorism, changes in applicable laws or regulations or interpretation thereof, or governmental order. In the event of an authorized collection delay, an alternate day of collection will be provided.

Section 14. Assignment

Neither the Contractor nor the Town shall assign, transfer, convey or otherwise hypothecate this Agreement or their rights, duties or obligations hereunder or any part thereof without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 15. 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.

Section 16. Unusual Changes or Costs

The Contractor may petition the Town for rate adjustments at reasonable times on the basis of unusual changes in Contractor's cost of doing business, such as revised laws, ordinances or regulations. If the Contractor applies for an increase, the Contractor must provide a 60-day written notice of that increase with a detailed cost analysis and all reasonable options that were explored to avoid the increase to the Town. If both parties do not agree to a negotiated amount then the issue shall be resolved through an arbitrator. Town will have the option to cancel this Contract at its sole option if this clause is exercised by Contractor at no additional cost or obligation to the Town.

Section 17. Contractor's Personnel

- A. The Contractor shall assign a qualified person or persons to be in charge of operations in the Town and shall provide the name(s) to the Town.
- B. The Contractor's collection employees shall wear a clean uniform bearing the Contractor's name and conduct themselves in a professional manner at all times and adhere to the Contractor's Rules and Regulations.
- C. Each employee shall, at all times, carry a valid operator's license for the type of vehicle they are driving.
- D. The Town may request the dismissal of any employee of the Contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.
- E. The Contractor shall provide operating and safety training for all personnel. Each vehicle shall be equipped with a first aid kit and a communication device.
- F. The Contractor for reasons of race, creed or religion shall deny no person employment.

Section 18. Indemnity

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 attributable to bodily injury, sickness, disease or death, or destruction to tangible property including the loss of use resulting therefrom, to the extent caused by the negligent act or omission of the Contractor or its representatives or employees.

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 attributable to bodily injury, sickness, disease or death, or destruction to tangible property including the loss of use resulting therefrom, to the extent caused by the negligent act or omission of the Town or its representatives or employees.

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

Section 19. Insurance

The Contractor shall obtain and maintain at its sole expense the insurance coverage listed below. Contractor shall name the Town as an additional insured on its comprehensive general and automobile liability coverage to the extent of Contractor's liability under this Agreement.

<u>Coverage's</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$3,000,000
Personal/Bodily Injury Liability	\$5,000,000 Combined Single Limit
Property Damage Liability	\$5,000,000 Combined Single Limit
Automobile Bodily Injury	\$10,000,000 Combined Single Limit
Automobile Property Damage	\$10,000,000 Combined Single Limit

Coverage includes all owned, non-owned, leased and hired automobiles.

Section 20. 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 East Kingston, NH
 24 Depot Road
 East Kingston, NH 03827
 Attn: Board of Selectmen

To the Contractor: Waste Management of New Hampshire, Inc.
 4 Liberty Lane West
 Hampton, NH 03842
 Attn: Public Sector Services Manager

 And: Attn: General Counsel

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

Section 21. Point of Contact

All dealings, contact, etc. between the parties shall be directed by the Contractor to the Town or Town's designee.

Section 22. 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.

Section 23. Titles of Sections

Section headings used herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding upon the parties.

Section 24. Amendment

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

Section 25. 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 this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

Section 26. Number of Copies

This Agreement may be executed in any number of counterparts, all of which shall have full force and effect of an original for all purposes.

Section 27. Bankruptcy

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, this Agreement shall terminate effective on the day and at the time the bankruptcy petition is filed.

Section 28. Dispute Resolution

The parties shall first attempt to resolve any controversy or claim arising out of or relating to this Agreement through informal mediation and dispute resolution. If any claim cannot be settled informally, the parties may agree to engage in arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such controversy or claim shall be submitted to one arbitrator selected by the Town, one arbitrator selected by the Contractor. The two

arbitrators appointed by the parties may then select a third arbitrator to resolve any claim or controversy.

Section 29. 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 party in default, fails to correct the default as provided above, the non-defaulting party, without further notice, shall have all of the following rights and remedies which the non-defaulting party may exercise singly or in combination:

1. The right to declare that this Agreement, together with all rights granted the defaulting party, hereunder are terminated, effective upon such date as non-defaulting party shall designate; and

2. If the party in default is the 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.

Section 30. Entirety

This Agreement and any Attachments hereto contain the entire Agreement between the parties hereto as to matters contained herein. Any oral representatives or modifications concerning this Agreement shall be of no force and effect.

**SOLID WASTE AND RECYCLABLES
COLLECTION, TRANSPORTATION AND DISPOSAL
FOR THE TOWN OF EAST KINGSTON, NEW HAMPSHIRE**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written.


Town of EAST KINGSTON, NH, a municipal corporation

Board of Selectmen

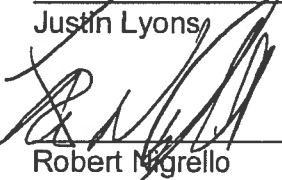


Richard Poelaert

11-18-19
Date

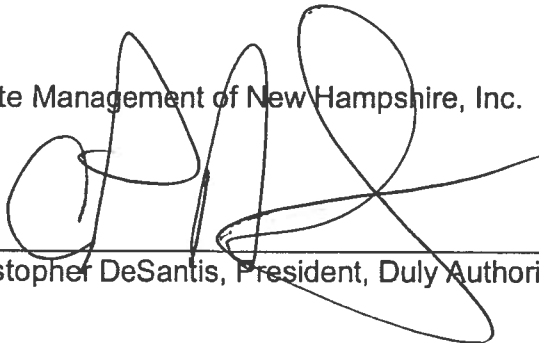


Justin Lyons



Robert Nigrello

Waste Management of New Hampshire, Inc.



Christopher DeSantis, President, Duly Authorized

11/21/19
Date

Attachment A

Compensation for Services

The Town agrees to compensate the Contractor in accordance with the rates below based upon the number of carts distributed by the contractor. The initial monthly cost estimate is based on 889 carts. The actual monthly rate will be calculated by multiplying the per cart rate times the actual number of carts distributed.

A. Curbside Collection – MSW Weekly and Every Other Week Recyclable Materials

Year One:	1/1/20 - 12/31/20:	\$ 10,526.00 (\$11.84 /cart)
Year Two:	1/1/21 – 12/31/21:	\$ 10,996.93 (\$12.37 /cart)
Year Three:	1/1/22 –12/31/22:	\$ 11,494.77 (\$12.93 /cart)
Year Four:	1/1/23 –12/31/23:	\$ 12,010.39 (\$13.51 /cart)
Year Five:	1/1/24 –12/31/24:	\$ 12,552.68 (\$14.12 /cart)

Option Years:

Year Six:	1/1/25 – 12/31/25	\$ 13,121.64 (\$14.76/cart)
Year Seven:	1/1/26 – 12/31/26	\$ 13,708.38 (\$15.42/cart)

B. MSW Disposal

Year One:	1/1/20 - 12/31/20:	\$ 77.64 per ton
Year Two:	1/1/21 – 12/31/21:	\$ 81.13 per ton
Year Three:	1/1/22 – 12/31/22:	\$ 84.78 per ton
Year Four:	1/1/23 – 12/31/23:	\$ 88.60 per ton
Year Five:	1/1/24 – 12/31/24:	\$ 92.59 per ton

OPTION YEARS

Year Six:	1/1/25 – 12/31/25	\$ 96.76 per ton
Year Seven:	1/1/26 – 12/31/26	\$101.11 per ton

Fuel Adjustment:

Rates shall be adjusted based on changes in the fuel price over the term of the contract. The adjustment would be based on the increase or decrease of diesel

fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration, (website <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>) for the New England region, from the established baseline cost of \$2.80 per gallon (including taxes) of diesel fuel.

The increase or decrease, as determined above, will be applied to the volume of fuel used, which will be fixed at 239 gallons per month. Adjustments will be made bi-annually on January 1 and July 1, based on the average cost of diesel for the six months prior to adjustment (1/1/20 to 6/30/20 for 7/1/20 adjustment).

Fuel Adjustment Example:	Average Fuel Price Per DOE	= \$2.85 per Gal
	Established Baseline Fuel price	= \$2.80 per Gal
	Increase /(decrease)	= \$0.05 per Gal
	Fuel Adjustment \$0.05 x 239 Gals	= \$11.95 per mo

In the above example the Town would pay \$11.95 per month for the six months subsequent to the adjustment.

Transportation, Processing and Marketing of Recyclable Materials:

Town shall also exclusively provide to TREE's materials recovery processing facility all of the single stream recyclable materials generated within the Town. The receipt, transportation, processing and marketing of recyclable materials shall be performed in accordance with all terms and conditions set forth herein on Attachment C.

Senior Community Developments and Municipal Buildings Pricing:

The Town may elect to add dumpster collection service to Senior Community Developments during the term of this agreement. Below are rates for specified dumpster sizes for both any Senior Community or Municipal Building that falls under this contract and the pricing below will be used to determine the cost for each development and or municipal building. Contractor agrees to conduct a waste audit to prepare a recommended service plan for each location.

Year One: 1/1/20 - 12/31/20:

10yd MSW Dumpster (per pickup price)	\$73.78	
8yd MSW Dumpster (per pickup price)	\$59.02	
6yd MSW Dumpster (per pickup price)	\$49.19	
4yd MSW Dumpster (per pickup price)	\$36.91	
6yd Recycle Dumpster (per pickup price)	\$36.91	
4yd Recycle Dumpster (per pickup price)	\$30.74	
2yd Recycle Dumpster (per pickup price)	\$24.54	
30-Yard Roll-off for Recycling	\$195.10 per haul	\$25.00 per month rent

Year Two: 1/1/21 - 12/31/21:

10yd MSW Dumpster (per pickup price)	\$77.10
8yd MSW Dumpster (per pickup price)	\$61.68
6yd MSW Dumpster (per pickup price)	\$51.40

4yd MSW Dumpster (per pickup price)	\$38.57	
6yd Recycle Dumpster (per pickup price)	\$38.57	
4yd Recycle Dumpster (per pickup price)	\$32.12	
2yd Recycle Dumpster (per pickup price)	\$25.64	
30-Yard Roll-off for Recycling month rent	\$203.88 per haul	\$25.00 per

Year Three: 1/1/22 - 12/31/22:

10yd MSW Dumpster (per pickup price)	\$80.57	
8yd MSW Dumpster (per pickup price)	\$64.46	
6yd MSW Dumpster (per pickup price)	\$53.71	
4yd MSW Dumpster (per pickup price)	\$40.31	
6yd Recycle Dumpster (per pickup price)	\$40.31	
4yd Recycle Dumpster (per pickup price)	\$33.57	
2yd Recycle Dumpster (per pickup price)	\$26.79	
30-Yard Roll-off for Recycling month rent	\$213.06 per haul	\$25.00 per

Year Four: 1/1/23 - 12/31/23:

10yd MSW Dumpster (per pickup price)	\$84.20	
8yd MSW Dumpster (per pickup price)	\$67.36	
6yd MSW Dumpster (per pickup price)	\$56.13	
4yd MSW Dumpster (per pickup price)	\$42.12	
6yd Recycle Dumpster (per pickup price)	\$42.12	
4yd Recycle Dumpster (per pickup price)	\$35.08	
2yd Recycle Dumpster (per pickup price)	\$28.00	
30-Yard Roll-off for Recycling month rent	\$222.65 per haul	\$25.00 per

Year Five: 1/1/24 - 12/31/24:

10yd MSW Dumpster (per pickup price)	\$87.99	
8yd MSW Dumpster (per pickup price)	\$70.39	
6yd MSW Dumpster (per pickup price)	\$58.66	
4yd MSW Dumpster (per pickup price)	\$44.02	
6yd Recycle Dumpster (per pickup price)	\$44.02	
4yd Recycle Dumpster (per pickup price)	\$36.66	
2yd Recycle Dumpster (per pickup price)	\$29.26	
30-Yard Roll-off for Recycling month rent	\$232.67 per haul	\$25.00 per

OPTION YEARS

Year Six: 1/1/25 - 12/31/25:

10yd MSW Dumpster (per pickup price)	\$91.95	
8yd MSW Dumpster (per pickup price)	\$73.56	
6yd MSW Dumpster (per pickup price)	\$61.30	
4yd MSW Dumpster (per pickup price)	\$46.00	
6yd Recycle Dumpster (per pickup price)	\$46.00	
4yd Recycle Dumpster (per pickup price)	\$38.31	
2yd Recycle Dumpster (per pickup price)	\$30.58	
30-Yard Roll-off for Recycling month rent	\$243.14 per haul	\$25.00 per

Year Seven: 1/1/26 - 12/31/26:

10yd MSW Dumpster (per pickup price)	\$96.09	
8yd MSW Dumpster (per pickup price)	\$76.87	
6yd MSW Dumpster (per pickup price)	\$64.06	
4yd MSW Dumpster (per pickup price)	\$48.07	
6yd Recycle Dumpster (per pickup price)	\$48.07	
4yd Recycle Dumpster (per pickup price)	\$40.03	
2yd Recycle Dumpster (per pickup price)	\$31.96	
30-Yard Roll-off for Recycling month rent	\$254.08 per haul	\$25.00 per

Attachment B

Non Metal-Bulk Item Collection Program

The Town reserves the right with the participation of the Contractor to institute a program for the collection of Non-Metal Bulk Items. The procedure for the implementation of this program would be as follows:

- Contractor and Town would agree on dates for collection to be communicated to residents. It is anticipated that two collections would be done. One collection in the spring and one collection in the fall which both would be dedicated to collection of "non-metal" bulk items. The Town with 90 days notice may increase the frequency of collection.
- Contractor will provide equipment and manpower to collect non-metal bulky items that are set out at curbside on the designated collection day.
- Contractor will invoice Town at rates as specified below.

Acceptable Bulk Items

Non-Metal Bulk

- Table and Chairs (Kitchen or Dining Room set)
- Couches
- Overstuffed Chair
- Beds, Dressers, Bureaus
- Mattress and Box Spring
- Carpeting (rolled and tied in 3' x 3' bundles)

Year One:	1/1/20 - 12/31/20:	\$ 2325.00 per collection
Year Two:	1/1/21 – 12/31/21:	\$ 2400.00 per collection
Year Three:	1/1/22 – 12/31/22:	\$ 2475.00 per collection
Year Four:	1/1/23 – 12/31/23:	\$ 2550.00 per collection
Year Five:	1/1/24 – 12/31/24:	\$ 2625.00 per collection

OPTION YEARS

Year Six:	1/1/25 – 12/31/25	\$ 2725.00 per collection
Year Seven:	1/1/26 – 12/31/26	\$ 2800.00 per collection

Bulky Disposal

Year One:	1/1/20 - 12/31/20:	\$ 77.64 per ton
Year Two:	1/1/21 – 12/31/21:	\$ 81.13 per ton
Year Three:	1/1/22 – 12/31/22:	\$ 84.78 per ton
Year Four:	1/1/23 – 12/31/23:	\$ 88.60 per ton
Year Five:	1/1/24 – 12/31/24:	\$ 92.59 per ton

OPTION YEARS

Year Six:	1/1/25 – 12/31/25	\$ 96.76 per ton
Year Seven:	1/1/26 – 12/31/26	\$101.11 per ton

Metal-Bulk Item Collection Program

The Town reserves the right with the participation of the contractor to institute a program for the collection of Metal-Bulk Items. The procedure for the implementation of this program would be as follows:

- Contractor and Town would agree on dates for collection to be communicated to residents. It is anticipated that up to two collections would be done annually. It is anticipated that one collection in the spring and one collection in the fall which both would be dedicated to collection of "Metal" Bulk Items.
- Residents will be instructed to contact Contractor's customer service department to schedule a collection appointment at least three days prior to scheduled service day.
- Contractor will go to each approved address and collect metal items.
- Contractor will invoice Town for each item collected at the rates specified below. The Town, at its option may direct Contractor to collect fees directly from the residents at the specified rates.

Metal Bulk

- Stove
- Dishwasher
- Washing Machine
- Dryer
- Refrigerator
- Air Conditioner
- Water Cooler
- Gas Grill (propane tank removed)
- Metal Cabinets or Shelving

Year One:	1/1/20 - 12/31/20:	\$ 41.50 per item collected
Year Two:	1/1/21 – 12/31/21:	\$ 41.50 per item collected
Year Three:	1/1/22 – 12/31/22:	\$ 42.25 per item collected
Year Four:	1/1/23 – 12/31/23:	\$ 43.00 per item collected
Year Five:	1/1/24 – 12/31/24:	\$ 43.75 per item collected

OPTION YEARS

Year Six:	1/1/25 – 12/31/25	\$ 44.50 per item collected
Year Seven:	1/1/26 – 12/31/26	\$ 46.00 per item collected

eWaste Item Collection Program

The Town reserves the right with the participation of the Contractor to institute a program for the collection of eWaste Items. The procedure for the implementation of this program would be as follows:

- Contractor and Town would agree on dates for collection to be communicated to residents. It is anticipated that up to two collections would be done annually. It is anticipated that one collection in the spring and one collection in the fall which both would be dedicated to collection of “eWaste” Items.
- Residents will be instructed to contact Contractor’s customer service department to schedule a collection appointment at least three days prior to scheduled service day.
- Contractor will go to each approved address and collect eWaste items.
- Contractor will invoice Town for each item collected at the rates specified below. The Town, at its option may direct Contractor to collect fees directly from the residents at the specified rates.

eWaste

- CRTs
- Computers & Peripherals
- Printers
- Telephones & Answering Machines
- Cell Phones
- Copiers
- Fax Machines
- Televisions
- Radios
- Video Equipment
- VCRs

- DVDs
- Stereo Equipment
- Calculators
- Video Game Players
- Scanners
- Keyboards & Mice

Year One:	1/1/20 – 12/31/20	\$26.50 per item
Year Two:	1/1/21 – 12/31/21	\$27.00 per item
Year Three:	1/1/22 – 12/31/22	\$27.00 per item
Year Four:	1/1/23 – 12/31/23	\$27.50 per item
Year Five:	1/1/24 – 12/31/ 24	\$28.00 per item

OPTION YEARS

Year Six:	1/1/25 – 12/31/25	\$28.50 per item
Year Seven:	1/1/26 – 12/31/26	\$29.00 per item

ATTACHMENT C

SINGLE STREAM RECYCLING SPECIFICATION, TERMS AND CONDITIONS

1. DEFINITIONS

"Blended Value" or "BV" is the total weighted value per Ton of each Recyclable and Non-Recyclable component (including negatively-valued Recyclables and transfer and disposal costs of Non-Recyclables) for the Single Stream Materials delivered by or on behalf of Customer to the Designated Facility.

"Composition Audit" means the basis upon which Single Stream Materials are measured to determine the percentage of each Recyclable and Residue component.

"Company Fee" means the compensation per Ton for costs incurred by Company to prepare Recyclables for end markets, i.e., those actions necessary to render Recyclables acceptable to end markets and/or designated buyers.

"Contamination Audit" means the basis by which Customer's Single Stream material are measured to determine the percentage of "Non-Recyclables" present.

"Customer's Value Share" means the Customer's percentage of the Blended Value as set forth herein.

"Designated Facility" or "Designated Facilities" means Company's operations located Billerica, MA or any replacement therefore which receives Customer's Single Stream Materials.

"Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, 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, and/or any other waste not approved in writing by Company.

"Net Value" means the amount paid to Customer by Company, or paid to Company by Customer, after subtracting any charges owed by Customer from the Customer's value share.

"Non-Recyclables" means any materials in the Single Stream Materials that are not Recyclables as set forth in the "Specifications" herein.

"Receiving Hours" means the regularly-scheduled hours of operation for the Designated Facility

"Recyclables" means acceptable materials contained within the Single Stream Materials as set forth and further defined in "Specifications" herein.

"Residue" means the Non-Recyclables and other materials removed from the Single Stream Materials during processing due to their size, type, condition or processing system constraints, and which are disposed of after such processing.

"Single Stream Materials" means all Customer's materials delivered to Company containing Recyclables and Non-Recyclables.

"Specifications" means the description of the Single Stream Materials as set forth in Exhibit A.

"Ton" means 2,000 pounds.

"Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

2. QUANTITY AND QUALITY

a. During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of the Single Stream Materials collected by or on behalf of Customer. Customer shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the Single Stream Materials any Recyclables listed herein without the express written consent of Company. Customer shall not allow scavenging of any Recyclables from the Single Stream Materials. Any additions to the listing of acceptable Recyclables listed herein shall be made upon the mutual agreement of Customer and Company.

b. Customer represents and warrants that it shall provide the Single Stream Materials in accordance with the Specifications set forth in herein. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or Applicable Law. Title to and liability for Excluded Materials shall remain with Customer at all times.

c. Composition Audits may be performed by Company at its discretion on Single Stream Materials delivered to the Designated Facility by or on behalf of Customer in order to identify the overall material composition and associated Blended Value. For the purposes of the Blended Value, the composition percentages derived from the most recent Composition Audit will be effective after each Composition Audit the month immediately following the most recent Composition Audit.

d. Contamination Audits may be performed by Company at its discretion on Single Stream Materials delivered to the Designated Facility by or on behalf of Customer in order to identify the overall percentage of "Non-Recyclables" or "Contamination" present. Where the percentage of Non-Recyclables exceeds ten (10) percent, the excess Contamination percentages derived from the most recent Contamination Audit will be effective after each Contamination Audit the month immediately following the most recent Contamination Audit and Customer shall be subject to an Excess Contamination Charge.

3. PRICING/PAYMENTS

Payments and charges to Customer shall be calculated as set forth herein. Company shall pay Customer (or Customer shall pay Company) the Net Value of the Single Stream Materials. Where the Net Value is positive, Company shall pay Customer on or about the last day of the month following delivery for those Single

Stream Materials purchased during the preceding month. Where the Net Value is negative, Customer shall pay Company within 30 days of date of invoice.

4. DELIVERIES

Company shall deliver Single Stream Materials at Customer's expense to the Designated Facility during Receiving Hours. All Single Stream Materials must be delivered in self-dumping trucks and will be weighed in and out by Company at the Designated Facility.

5. MATERIALS

a. If Excluded Materials are delivered to the Facility by or on behalf of Customer, Company, in its sole discretion, may reject the entire load, or separately contain, set aside, segregate, isolate and manage such Excluded Materials as required by Applicable Law. Customer will be notified promptly of the location, general character and amount of such Excluded Materials. If requested by Company, Customer must remove, or cause to be removed, such Excluded Materials from the Designated Facility and shall transport and dispose of, or shall cause such Excluded Materials to be transported and disposed, in accordance with Applicable Law. If Customer fails to timely remove such Excluded Materials after request by Company, Company may, after notice to Customer, transport and dispose of such Excluded Materials and charge the costs thereof to Customer.

b. Company shall recycle the Recyclables for reuse and, provided that there is a commercially reasonable available market for such material, shall not dispose of any Recyclables, except such Residue left after appropriate processing of the Single Stream Materials. Company makes no representations as to the recyclability of the Recyclables and may dispose of such Recyclables when no reasonable commercial market exists.

6. PUBLIC EDUCATION AND OUTREACH

The parties acknowledge that maintenance of the quality of the Single Stream Materials is a requirement of this Agreement, subject to the provisions herein. Customer shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of Single Stream Materials. Company shall provide reasonable assistance to Customer in such efforts.

7. EFFECT OF MATERIAL CHANGE AFFECTING AGREEMENT

In the event that a change in Applicable Law or a material change in market conditions occurs, including but not limited to lack of commercially reasonable market availability for processed Recyclables, changes in market specifications affecting the salability of processed Recyclables, changes affecting the recyclability or marketability of Recyclables, changes in the quantity, quality or composition of the Recyclables or Single Stream Materials, (each a "Material Change"), has the effect of materially altering the terms of this Agreement, or preventing or precluding compliance with one or more provisions of this Agreement, or preventing, precluding or substantially affecting the benefit(s) bargained for under this Agreement, including profits of Company, this Agreement shall be modified or suspended as may be necessary to comply with, ameliorate, or prevent the detrimental effects on the Agreement of, such Material Change. A Party detrimentally affected by a Material Change shall so notify the other Party

and request amendment to this Agreement accordingly, and the Parties shall engage in good faith negotiations for a period of three (3) months after such request regarding such amendments of this Agreement that reflect the extent to which the provisions hereof have been, or should be, so modified or suspended. If a Material Change precludes or reduces any of Company's rates or other revenues, or otherwise increases costs to process single stream materials, then the Parties shall modify this Agreement in accordance with this provision in order that Company can achieve, on an ongoing basis, profits that existed immediately prior to the Material Change.

SPECIFICATIONS

RECYCLABLES shall be dry, loose, not bagged, and includes 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 symbol #5 – 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 may be added or deleted upon mutual consent of the Parties.

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	Saturated 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	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.

DELIVERY SPECIFICATIONS:

Single Stream Materials delivered by or on behalf of Customer may not contain more than 10% Non-Recyclables or any Excluded Materials. In the event a load of Single Stream Materials does not meet Specifications, the load may be rejected and/or Customer may be charged additional processing, return or disposal costs, including Excess Contamination Charges as set forth herein.

BLENDING VALUE/CHARGES

1. VALUE SHARE

Where the Blended Value is greater than the Company Fee, Customer's value share is 50% of the difference between the Blended Value and the Company Fee. When the Blended Value is less than the Company Fee, Customer shall pay Company the difference between the Company Fee and the Blended Value.

2. CHARGES

- (a) The initial Company (Processing) Fee is **\$100.00** per delivered ton.
- (b) The initial transportation fee is \$45.00 per delivered ton.
- (c) The initial Residue Fee is **\$90.00** per delivered ton.
- (d) The initial Excess Contamination Fee is \$225.00 per ton.
- (e) All Fees stated above shall be increased by 4.5% on January 1, 2021 and each January 1 thereafter.

3. BLENDED VALUE

To calculate the Blended Value per ton of the Single Stream,

- (a) The percentage of each Recyclable and Residue component set forth below contained in the Single Stream Materials as established and revised from time-to-time by the Composition Audits, is multiplied by 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.

Customer acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- "PPW" 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.
- If PPW 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. Customer's consent, which shall not be unreasonably withheld, conditioned or delayed, to the use of such alternate publication or method shall be required.

- Notwithstanding anything to the contrary contained herein, if Company determines prior to the 10th of the month, that the anticipated Actual Value for any commodity will be more than 10% lower than the index published for such commodity that month, due to market conditions, Company may substitute the anticipated Actual Value as established on or about the 10th of the month for the index value that month.
- "Actual Value" means the average price paid to or charged the Designated Facility during the month of delivery of the Single Stream Materials, minus any freight, customs charges, duties, or other charges paid to third parties for such sales.
- Customer shall pay Company a charge for each ton of residue delivered ("Residue Fee").
- The initial composition of the Customer's Recyclables shall be presumed to be as set forth below and may be adjusted from time to time to reflect either changes in composition at the recycling facility or following the completion of a Composition Audit.

Material Component	Commodity Value	Composition %
OCC (Cardboard)	PPW OCC #11	16.94%
Mixed Paper (All other paper)	PPW MIX #54	41.29%
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled, ¢/lb., picked up minus \$0.10 per pound)	0.45%
Steel/Tin Cans	SMP for Steel Cans (Sorted, Densified \$/Ton dropped off at RC)	2.94%
PET (Plastic #1)	SMP for PET (baled, ¢/lb. picked up)	4.36%
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, ¢/lb. picked up)	0.40%
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, ¢/lb. picked up)	1.98%
Tubs and Lids (Plastic#5)	SMP for Plastics PP Post Consumer (baled, ¢/lb. picked up)	0.87%
Glass	Actual Value	20.77%
Residue	Residue Fee	10.00%
Total:		100%

4. EXCESSIVE CONTAMINATION

Contamination Audit. Where a Contamination Audit determines that Customer's percentage of Non-Recyclables exceeds ten (10%), the total tons used to calculate Blended Value shall be reduced by the amount of excess contamination. Excess contamination shall be charged at the per ton rate specified herein.

By way of example only (if the contamination audit shows 15% contamination):

Blended Value = \$24.53
 Company Fee = \$100.00
 Transportation Fee = \$45.00
 Excess Contamination = 5%
 Excess Contamination Fee = \$225.00
 25 tons delivered in the month

Customer Value/Charges =

Value: Blended Value – Company and Transportation Fee = (\$24.53 - \$145.00) per ton = \$120.47 charge per ton x 23.75 tons (25 total tons x 95% meeting 10% contamination threshold) = \$2,861.16 per month

Excess Contamination Fee: \$225.00 per ton x 1.25 tons (25 total tons x 5% exceeding the 10% contamination threshold) = \$281.25

Total Charge: \$2,861.16 + \$281.25 = \$3,142.41 for the month

Blended Value Calculation - Single Stream				
Commodity	Index *	Current Composition %	Market Value/Ton	Values
OCC (Cardboard)	PPI OCC #11	16.94%	\$ 65.00	\$ 11.01
Mixed Paper (All other paper)	PPI Mixed Paper #54	41.29%	\$ -	\$ -
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled, cents/lb. picked) minus \$.10 per pound	0.45%	\$ 1,000.00	\$ 4.51
Steel/Tin Cans	SMP for Steel Cans (Sorted, densified, \$/ton and dropped off at RC)	2.94%	\$ 35.00	\$ 1.03
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	4.36%	\$ 325.00	\$ 14.19
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	0.40%	\$ 820.00	\$ 3.28
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	1.98%	\$ 400.00	\$ 7.92
Tubs and Lids (Plastic #5)	SMP for Plastics PP Post Consumer (baled, cents/lb. picked up)	0.87%	\$ 280.00	\$ 2.43
Glass	Actual	20.77%	\$ (52.15)	\$ (10.83)
Residue	Residue Fee	10.00%	\$ (90.00)	\$ (9.00)
Total/Blended Value		100.00%		\$ 24.53
MRF Processing Fee			\$	100.00
Load and Transportation Fee Turnkey MRF			\$	45.00
Net Rebate / (Charge) Per Ton			\$	(120.47)