SOLID WASTE AND RECYCLABLES
COLLECTION, TRANSPORTATION AND DISPOSAL
FOR THE TOWN OF ALLENSTOWN, NEW HAMPSHIRE

This Agreement made and entered into this 16 day of June, 2014 by and between the Town of Allenstown, organized under the laws of the State of New Hampshire (hereinafter referred to as the "Town") and Casella Waste Management of Massachusetts, Inc. a corporation organized under the laws of the State of Massachusetts and having a place of business at 53 Pelham Road, Salem, NH, (hereinafter referred to as the "Contractor").

WITNESSETH:

Whereas, the Town desires to hire the Contractor to provide residential collection, transportation and disposal 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 in the State of New Hampshire, not including, Bulky Waste, Construction and Demolition Debris, Yard Waste, Cathode Ray Tubes, and White Goods as those terms are defined herein, and not containing any Hazardous Waste.

B Single Stream Recyclable Materials: Recyclable materials more fully described in Attachment B, to include but are not limited to, newspapers, magazines, paperboard, phone books, junk-mail; Corrugated Cardboard, glass bottles, metal cans (aluminum, bi-metal and tin), certain numbered plastic containers (no styrofoam, plastics bags) 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 an approved solid waste container. Items shall include but are not limited to; Tables, Chairs, Couches, Beds, Mattresses, Bedsprings as are 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 are not limited to: dishwashers, washing machines, stoves, dryers, or any appliance that contains Freon (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 is not limited to, leaves, grass, pine needles, logs, or brush.

H Residential Unit: A residential dwelling unit such as a single family home or multi unit apartment containing three units or less located on a Town approved road that is plowed and maintained by the Town. For the purposes of this Agreement, Residential Units shall not include commercial and industrial establishments nor does it include any trailer or mobile home located in a mobile home park or seasonal campground, and for the purposes of this Agreement shall include 1038 residential dwellings or multi unit apartments containing three units or less.

I Approved Resident User: Any occupant of a Residential Unit such as owner, renter or Lessee.

J Disposal Site: A facility designated by the Town, to be a Transfer Station owned and operated by Casella, located within the limits of the Town of Allenstown or other suitable facility so designated, that will receive and dispose of solid waste and is legally empowered to accept same.

K 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: Means 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 and Commencement of Service Date

The term of this Agreement shall be for a period of ten (10) years from September 1, 2014 through and including August 31, 2024.

Section 3. Scope of Services

MSW Collection:

Prior to the commencement of the Agreement, the Contractor shall deliver a ninety six (96) gallon toter to each Residential Unit in conjunction with the Town's Department of Public Works. During the term and upon termination of the Agreement, ownership of the MSW toter shall remain with the Contractor, and all toter maintenance shall be the responsibility of the Contractor. The Contractor shall be responsible for the collection and transportation of Acceptable Waste from all Residential Units as defined herein on a weekly basis and Commercial containers as defined in Attachment A hereto. Contractor shall not be required to collect Bulky Waste, CRT's, Demolition Debris, Hazardous Waste, White Goods, or Yard Waste.

Disposal of MSW:

Contractor shall collect and transport MSW for disposal to the Casella Transfer Station located on in Allenstown, NH or other suitable facility so designated. Contractor shall not mix any other community's MSW with that of the Town of Allenstown, New Hampshire. Town shall pay all tipping fees for disposal of MSW in accordance with the terms outlined in Attachment A.

Recycling Collection:

Prior to the commencement of the Agreement, the Contractor shall deliver a ninety six (96) gallon toter to each Residential Unit in conjunction with the Town's Department of Public Works. During the term and upon termination of the Agreement, ownership of the Single Stream Recyclable Materials toters shall remain with the Contractor, and all toter maintenance shall be the responsibility of the Contractor. The Contractor shall collect, process and market Single Stream Recyclable Materials in the Town from each designated residential unit on a weekly basis. The Contractor will place a sticker on any unacceptable materials explaining why the material is unacceptable. The Contractor will not collect the unacceptable item(s) until the deficiency is corrected.

Miscellaneous:

Any additional toters for MSW or Recyclable Materials Collection needed for Residential Units in the Town above the baseline of 1038 shall be ordered by Casella and delivered to the Residential Unit by the Contractor. Casella shall charge the Town sixty five dollars ($65) per toter, subject to the CPI escalator as further described in Exhibit A, Section A.

Toters shall be maintained by Casella, and damaged toters shall be repaired or replaced by Casella, with the exception of toters that have been intentionally damaged by owners of Residential Units, in which case Casella shall notify Town.

The Contractor agrees that no collection services shall be provided to the Town on Saturday or Sunday without prior approval from the Town.

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 so long as each residential unit receives weekly MSW collection and recycling collection service.

The Contractor shall assist the Town with preparing and printing recycling guidelines and collection schedules on an annual basis. The Town shall be responsible for any postage to mail or alternate delivery of the guidelines.

If the number of Residential Units exceeds 1038, the Contractor shall be reimbursed per Residential Unit above 1038-as further outlined in Attachment A.

The Contractor shall service the Town's Transfer Station, located at 161 Granite Street, Allenstown, NH, as further described in Exhibit A.

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. 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 MSW and Recyclables placed at the curbside or other specifically detailed location once each collection week. Collections will not be made on the following observed holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The Contractor shall postpone collections that would normally occur on such holidays for one (1) day, unless an alternate schedule is agreed to between the Town and the Contractor.

Section 6. Litter
All MSW and Recyclables hauled by the Contractor shall be so contained, tied, or enclosed such that leaking, spilling, or blowing are prevented. The Contractor shall immediately remedy any leakage, spillage or blown materials that occurs.

Section 7. 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 individual or entity that tendered the Hazardous Material. No Hazardous or Unacceptable Waste shall be knowingly collected by the Contractor.

Section 8. Marketing of Single Stream Recyclable Materials
All Single Stream Recyclable Materials shall be hauled to the Allenstown Transfer Station or a site or facility designated by the Contractor that is permitted to accept Recyclables for recycling.

Other recyclable material collected at the Town's Transfer Station such as white goods, batteries, scrap metal, etc that are not Single Stream Recyclable Materials shall remain the property of the Town.

Section 9. 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 Transfer Center.

Section 10. 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 11. Routes and Schedules
The Contractor shall provide the Town with schedules of residential collection routes on an as required basis and shall keep such information current at all times. It shall be the responsibility of Town Residents to place the MSW and Recyclables at the appropriate location for collection before the approved starting hour.

The Contractor shall collect MSW and Recyclable Materials from 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 (24) hours from the time of notice during normal business hours.

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

Section 12. 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 13. 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, thatare applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Section 14. Unusual Changes or Costs
The Contractor may petition the Town for rate adjustments at reasonable times on the basis of unusual changes in its cost of doing business, limited to, extraordinary fuel price increases (above $6.00 per gallon), revised laws, ordinances or regulations. If the Contractor applies for an increase, the Contractor must provide a sixty (60) day written

notice of the increase to the Town. If the parties cannot agree to a negotiated increase, they may submit the matter to a mutually agreeable mediator.

Section 15. 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 there from, to the extent caused by the act or omission of the Contractor or its agents or employees arising out of this Agreement.

The Contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses, including reasonably attorney's fees attributable to any Hazardous or Uncollectable Waste collected by the Contractor to the extent caused by the act or omission of the Contractor or its agents or employees arising out of this Agreement.

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 16. 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.

1. Worker's Compensation
   - Coverage A – statutory
   - Coverage B - $500,000/500,000/500,000
2. Automobile Liability - $1,000,000 combined single limit
3. General Liability
   - $1,000,000 each occurrence
   - $2,000,000 general aggregate
4. Umbrella Coverage - $2,000,000

Section 17. Appropriation

The Town hereby represents that it has appropriated the monies sufficient to perform its obligations under Year 1 of this Agreement. Said appropriation was made after a duly noticed meeting, in compliance with all public meeting laws of the State of New Hampshire.

If insufficient funds are available in the Town's budget as approved by the legislative body for any Budget Year after Year 1 to make the payments required herein, the Town shall immediately notify the Contractor if the legislative body fails to appropriate funds necessary to pay for contractual obligations. Lack of sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the Board of Selectmen of the

Town specifically prohibiting the Town from performing its obligations under this Agreement for a designated Budget Year and all subsequent Budget Years. If the Town fails to appropriate funds, then all obligations of the Town under this Agreement regarding payments for the remainder of the Term shall be terminated at the end of the Budget Year for which a sufficient appropriation has been made without penalty or liability to the Town of any kind.

Section 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 Allenstown
Town Administrator
16 School Street
Allenstown, N.H. 03275
Attn: Board of Selectmen

To the Contractor:

Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, VT 05701
Attn: General Counsel

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

Section 19. Point of Contact

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

Section 20. 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 21. Titles of Sections

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

Section 22. Amendment

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

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

Section 24. Dispute Resolution

If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation under the rules of the American Arbitration Association, before having recourse to the courts. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations.

Section 25. Jurisdiction, Venue, and Choice of Law

This Agreement shall be governed and construed by the laws and rules of the State of New Hampshire without regard to its conflict of law provisions.

Section 26. Termination

A. In the event the Contractor fails to perform any material obligation under this Agreement. Town shall notify the Contractor in writing of the nature of such default. Within thirty (30) days following such notice:

   1. The Contractor shall correct the default: or
   2. In the event of a default not capable of being corrected within thirty (30) days, the Contractor shall commence correcting the default within thirty (30) days of Town's notification thereof, and thereafter correct the default with due diligence. If the Contractor fails to correct the default as provided above, Town, without further notice, shall have the right to declare that this Agreement together with all rights granted the Contractor hereunder are terminated, effective upon such date as the Town shall designate.

Section 27. Entirety

This Agreement and Exhibit A and Exhibit B attached hereto contain the entire Agreement between the parties hereto as to matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
The Town hereby certifies that the Board of Selectmen, by a duly noticed meeting, and in compliance with all public meeting laws of the State of New Hampshire, has voted by a majority of the Selectmen to sign this Agreement.

IN WITNESS HEREOF, this Agreement has been duly executed by authorized signatories of Contractor and the Town on the dates set forth below, and shall be effective as of the date first above written.

Town of Allenstown	**Casella Waste Management of Massachusetts, Inc.**
By: Jason Tardiff	By: Simon A. Tripp
Name:	Name: Simon A. Tripp
Title: BOS	Title: Regional Controller

Exhibit A
Compensation for Services

The Town agrees to compensate the Contractor in accordance with the rates below annually.

Curbside Collection and Disposal of MSW and Single Stream Recyclables

Annual cost of $100,000 beginning September 1, 2014

Annual 3% escalator to be applied beginning September 1, 2015 through August 31, 2024

The parties agree that the Contractor will conduct a quarterly audit of the number of Residential Units in the Town and provide this information to the Town. The Town shall reimburse the Contractor $105.00 for each Residential Unit above 1038 only if the Contractor actually picks up MSW and Recyclables from over 1038 consistently during the previous quarter. If the number of Residential Units is reduced below 1038 stops there is no change in the cost to the Town. This per Residential Unit fee shall be subject to the 3% escalator.

Disposal of MSW to the Allenstown Transfer Station (per ton rate):

Pricing from September 1, 2014 through August 31, 2015 shall be in accordance with the Agreement for MSW and Recyclables Acceptance, Transportation, Processing and Disposal Services between the parties dated February 13, 2013.

January 1, 2015-August 31, 2016	$65.50
September 1, 2016-August 31, 2017	$67.00
September 1, 2017-August 31, 2018	$68.50
September 1, 2018-August 31, 2019	$70.00
September 1, 2019-August 31, 2020	$71.00
September 1, 2020-August 31, 2021	$72.00
September 1, 2021-August 31, 2022	$74.00
September 1, 2022-August 31, 2023	$75.00
September 1, 2023-August 31, 2024	$76.00

Additional Town Sites for Service

1. Allenstown Elementary School- 1 Recycling dumpster, 1 MSW dumpster, once per week.
2. Armond Dupont School-1 Recycling dumpster, 1 MSW dumpster, once per week.
3. Police Station-2 recycling totes, 2 MSW totes, once per week.
4. Fire Station - 2 totes for MSW and 2 totes for recycling.
5. Town Hall-1 tote for MSW and 2 totes for recycling, once per week.
6. Library-. We think 1 tote for MSW and 1 tote for recycling.
7. Whitten St. Park Recreation Center- 2 totes for MSW, 2 totes for recycling.
8. Volunteers Park (ballfields)-1 tote for MSW, 1 tote for recycling once per week (seasonal-April thru November).
9. Wastewater Treatment Facility-1 dumpster for MSW, 1 tote for recycling once per week .
10. Bridge Park-1 tote for MSW, 1 tote for recycling once per week

All toters shall be placed at curbside with easy access for collection

TRANSFER STATION SERVICES

Contractor shall replace the existing containers with fifteen (15) front load containers, and will purchase the existing container inventory on mutually agreeable terms. The new containers will become the property of the Town at the end of the Agreement.

MSW – to be serviced twice per week

Single Stream Recyclable Materials – to be serviced once per week

Exhibit B

Single Stream Recyclables Specifications

Materials Accepted:
Aluminum food and beverage containers
Glass food and beverage containers – brown, clear, or green
Ferrous (Iron) cans (including empty paint and aerosol cans)
PET plastic containers with the symbol #1 – with screw tops only
HDPE natural plastic containers with the symbol #2 – (milk and water bottles)
HDPE pigmented plastic containers with the symbol #2 – (detergent, shampoo bottles,etc.)
Plastics with symbols #3, #4, #5, #6, #7-narrow and screw top containers
Aseptic and gable top cartons such as juice, soy, broth, milk cartons, etc.
Newsprint
Old corrugated cardboard
Books (soft and hard cover) and Magazines
Catalogs
Cereal boxes
Telephone books
Printer paper
Copier paper
Mail
All other office paper without wax liners

Materials not accepted, include but are not limited to ("Unacceptable Materials"):
Microwave trays
Mirrors
Window or auto glass
Light Bulbs
Ceramics
Porcelain
Plastics unnumbered and styrofoam
Plastic bags
Coat hangers
Glass cookware/bakeware
Household items such as cooking pots, toasters, etc.

Other criteria:
All glass containers must by empty and contain less than 5% food debris.
All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
All aerosol cans must be empty with less than 5% content
All plastic containers must be empty and less than 5% food debris.
All Fiber must be dry and free of food debris and other contaminating material.
Tissues, paper towels or other paper that has been in contact with food is not acceptable.

Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:

1. Materially impair the strength or the durability of the Contractor's structures or equipment; or
2. Create flammable or explosive conditions in Contractor's facilities;
3. Contain dry cell batteries of lead acid batteries;
4. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of Contractor's property, its personnel or the public; or
5. Contain Excluded Materials defined as any 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 other waste not approved in writing by Contractor.

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