



## MUNICIPAL ACCEPTABLE RECYCLABLES MATERIALS SERVICES AGREEMENT

Company:	<b>MURPHY ROAD RECYCLING, LLC</b>
Address:	555 Taylor Road Enfield, CT 06082
Name/Title:	Frank M. Antonacci, COO
Effective Date:	January ____, 2026

Customer:	<b>TOWN OF THOMASTON, CONNECTICUT</b>
Address:	158 Main Street Thomaston, CT 06787
Name/Title:	Richard Sileo, First Selectman
Initial Term:	July 1, 2026 – June 30, 2029

### AGREEMENT

THIS MUNICIPAL ACCEPTABLE RECYCLABLE MATERIALS SERVICES AGREEMENT ("Agreement"), is entered into as of January \_\_\_\_, 2026 (the "Effective Date"), by and between MURPHY ROAD RECYCLING, LLC, a Connecticut limited liability company ("MRR") and the TOWN OF THOMASTON, a municipality and political subdivision of the State of Connecticut (the "Municipality"). MRR and the Municipality are each referred to individually herein as a "Party" and together as the "Parties."

### RECITALS

- A. MRR and its affiliates operate solid waste facilities located in Connecticut and Massachusetts;
- B. the Municipality and MRR have agreed to enter into this Agreement pursuant to which, beginning on July 1, 2026 (the "Commencement Date"), the Municipality will deliver or cause the delivery of Acceptable Recyclable Materials to MRR and pay for the acceptance and processing of such materials, and MRR will accept and process such Acceptable Recyclable Materials generated within the boundaries of the Municipality, all in accordance with the terms and conditions set forth herein;
- C. the Municipality requires all residents to separate out Acceptable Recyclable Materials from their waste; and
- D. the Municipality shall be entitled to deliver or have delivered Acceptable Recyclable Materials to MRR in consideration of its fulfillment and ongoing satisfaction of certain duties and obligations specifically set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### TERMS AND CONDITIONS

#### Article 1 GENERAL PROVISIONS

1.1 **Definitions.** Unless otherwise defined herein, capitalized terms are used herein with the respective definitions set forth in Article 12.

##### 1.2 Delivery and Acceptance Obligations.

(a) **Municipality Delivery Obligations.** During the Term, and in accordance with the terms of this Agreement, the Municipality shall make all reasonable efforts to deliver or cause to be delivered in accordance with the terms of this Agreement the following Acceptable Recyclable Materials to the Delivery Point: (i) Acceptable Recyclable Materials whose collection is by Municipality employees or Municipality contractors or agents; (ii) Acceptable Recyclable Materials that are from, or were collected at or delivered to, a transfer station or other solid waste or recycling facility owned, leased, operated or controlled by the Municipality; and (iii) Acceptable Recyclable Materials generated at a physical location owned, leased, operated or under the control of the Municipality.

(b) **MRR Acceptance Obligations.** During the Term, MRR shall, to the extent permitted by Applicable Law and in accordance with the terms of this Agreement, accept and process all Acceptable Recyclable Materials generated within the boundaries of the Municipality and delivered to the Delivery Point by the Municipality and its Authorized Haulers.

(c) **MRR's Rejection Rights.** MRR shall have the right to reject materials under any of the following circumstances. If MRR rejects a delivery, it shall provide the Town with written notice explaining when and why the rejection took place:

(i) **Acceptable Recyclables.** MRR may reject a delivery of Acceptable Recyclable Materials that (A) is not generated within the boundaries of the Municipality; (B) is not delivered to the Delivery Point in accordance with Applicable Law and this Agreement, including the applicable Hauler's Rules and Regulations attached as Exhibit B to this Agreement; or (C) is delivered at a time when the Municipality or any of its Authorized Haulers is in breach of its obligations under this Agreement, including the Hauler's Rules and Regulations;

(ii) **Rejection due to Force Majeure.** Subject to Section 7.1(b), MRR shall have the right to reject Acceptable Recyclable Materials during an Event of Force Majeure; and

(iii) **MRR's Discretion.** MRR shall have the right in its reasonable discretion to reject any material delivered by the Municipality or any Authorized Hauler which MRR determines is not Acceptable Recyclable Materials subject to Section 4.2.

(d) **Transfer of Title.** MRR shall promptly notify the hauler and the Municipality of the rejected delivery and the reason(s) for such rejection. Title to Acceptable Recyclable Materials delivered by or on behalf of the Municipality shall pass to MRR at the time that MRR accepts such Acceptable Recyclable Materials, upon MRR's reasonable determination that such Acceptable Recyclable Materials meets all of the requirements of this Agreement, including the applicable Hauler's Rules and Regulations. In the event that MRR subsequently determines that any material accepted from the Municipality or an Authorized Hauler is not Acceptable Recyclable Materials generated within the boundaries of the Municipality, MRR may, with written notice to the Municipality and hauler, revoke its acceptance of such material and title thereto shall revert to the Municipality or the Authorized Hauler. At no time will MRR be deemed to accept or take title to Unacceptable Waste or to any other material rightfully rejected by MRR pursuant to this Agreement.

(e) **Diversions.** MRR shall have the right, at any time and from time to time, with proper notice to the hauler, to divert one or more deliveries of Acceptable Recyclable Materials

hereunder to a facility other than the Delivery Point and the Municipality shall deliver or cause to be delivered such diverted Acceptable Recyclable Materials to the MRR-designated alternative facility. For each delivery that is so diverted and accepted at the MRR-designated alternative facility, (i) MRR shall pay the Incremental Transportation Cost, if any, for each Ton of Acceptable Recyclable Materials diverted and accepted by MRR, and such payment shall be made by MRR to the Authorized Hauler(s) who incurred such Incremental Transportation Cost, and (ii) the diverted Tons of Acceptable Recyclable Materials shall be deemed to have been delivered and accepted at the Delivery Point by MRR for purposes of this Agreement, including Sections 3.1 and 5.1. MRR's right to divert deliveries under this Subsection (e) is in addition to its right under Section 7.1(b) to arrange for the delivery of Acceptable Recyclable Materials to another location or facility during an Event of Force Majeure.

1.3 **Term.** This Agreement is effective as of the Effective Date. The initial term of this Agreement shall begin on the Commencement Date and shall expire at 11:59 p.m. on June 30, 2029 (the "Initial Term"), unless sooner terminated as provided herein. This Agreement may be extended or renewed in one-year increments at any time upon mutual agreement of the Parties (any such term, a "Renewal Term"). The Initial Term and any Renewal Terms are referred to herein collectively as the "Term." Upon the expiration or termination of the Term, the obligations and rights of the Municipality to deliver Acceptable Recyclable Materials to the Delivery Point, and the obligation of MRR to accept and process such Acceptable Recyclable Materials shall terminate; provided, however, (i) each Party shall remain liable to the other with respect to any liability arising prior to such expiration or termination and such liabilities shall survive and continue until the same are fully satisfied or waived; and (ii) the indemnification obligations of each Party hereunder, the post-termination insurance obligations under Sections 2.3(d) and 9.3, the confidentiality obligations under Section 11.11 and any confidentiality agreement executed pursuant to Section 3.2 or Section 11.11(a) and the provisions of Articles [Article 1040](#) and [Article 1144](#) shall survive the termination or expiration of this Agreement.

#### Article 2 DELIVERY PROCEDURES AND AUTHORIZED HAULERS

2.1 **Delivery Procedures.** All deliveries of Acceptable Recyclable Materials hereunder shall conform to the requirements of this Agreement and the applicable Hauler's Rules and Regulations. The Hauler's Rules and Regulations are applicable generally to customers utilizing the respective Facility and shall have reasonable terms and conditions consistent with the operational requirements of such Facility. MRR reserves the right for it and/or the owner or operator of the Delivery Point and each other Facility to modify, amend and repeal the applicable Hauler's Rules and Regulations from time to time and at any time and shall provide at least thirty (30) calendar days' advance written notice to the Municipality and its Authorized Haulers of any material change in the Hauler's Rules and Regulations for the Delivery Point or any other Facility utilized pursuant to this Agreement. All deliveries of Acceptable Recyclables shall be between the hours of 7:00 am and 4:00 pm during working days and Saturdays from 7:00 am to 12:00 pm (noon). Holiday week schedules will provide for deliveries between 7:00am and 5:00pm on Saturdays. Holidays observed by MRR are as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Deliveries outside of these hours may be coordinated upon reasonable notice provided to MRR.

**2.2 Vehicle Identification.** MRR may establish a system for the identification of delivery vehicles (which procedures may require the identification of the name of the Municipality and the tare weight of each vehicle used to deliver material to the Delivery Point or any other Facility) and may modify or amend such system from time to time with written notice to the Municipality. MRR shall be allowed to rely on representations made by the individual operators of vehicles owned by or operated on behalf of the Municipality or any Authorized Hauler as to the Person against whose account is to be charged for the Acceptable Recyclable Materials being delivered to the Delivery Point or any other Facility. MRR may reject Acceptable Recyclable Materials delivered by any Person or vehicle that does not comply with the identification system or the applicable Hauler's Rules and Regulations. MRR may enforce compliance with identification and delivery procedures by termination or suspension of any Person's delivery privileges and such other means as it may reasonably determine to be necessary or appropriate. To the extent reasonably practicable, MRR shall provide written notice to the Municipality of the intent to take such disciplinary action and, if requested, discuss such proposed disciplinary action with the Municipality; provided, however, that, if such advance notice is not reasonably practicable (e.g., due to the expiration of the insurance coverage of the Authorized Hauler), MRR shall provide prompt written notice to the Municipality of the disciplinary action taken and, if requested, discuss with the Municipality the reasons for such disciplinary action.

### **2.3 Authorized Haulers.**

(a) **Designation of Authorized Haulers.** The Municipality may designate one or more Authorized Haulers to deliver Acceptable Recyclable Materials generated within the boundaries of the Municipality to the Delivery Point pursuant to this Agreement. Such designation or designations shall not relieve the Municipality of any of its duties or responsibilities under this Agreement. The designation by the Municipality of one or more Authorized Haulers shall not affect the right of MRR or a MRR affiliate to rely on the representations of the Person or Persons delivering such material as to its composition, place of origin, and other relevant characteristics. At least thirty (30) calendar days prior to the commencement of each Contract Year, the Municipality shall send to MRR a written list of Authorized Haulers previously designated as Authorized Haulers by the Municipality to deliver Acceptable Recyclable Materials to the Delivery Point; MRR will then verify that the list is accurate and complete and return a signed copy to the Municipality prior to the commencement of such Contract Year. Upon request by the Municipality, MRR shall provide reasonable assistance to the Municipality in the identification of Authorized Haulers to transport and deliver Acceptable Recyclable Materials to the Delivery Point pursuant to this Agreement.

(b) **Notice of Designation.** Prior to the designation or use of any new Authorized Hauler or the extension of an agreement with an existing Authorized Hauler, the Municipality shall deliver written notice to MRR of the name, address and other relevant information regarding such Authorized Hauler. MRR shall notify the Municipality within fourteen (14) calendar days of receipt of such notice, whether the proposed Authorized Hauler has delivery privileges at the Delivery Point or is then subject to revocation or suspension of those privileges for cause (as defined in Subsection (c) below). Approval of the Municipality's Authorized Hauler(s) shall not be unreasonably withheld, conditioned or delayed. The Municipality shall not enter into any agreement or extension of any agreement with any hauler which does not have delivery privileges at the Delivery Point or whose delivery privileges at the Delivery Point have been terminated or suspended.

(c) **Delivery Privileges.** MRR shall be entitled to terminate or suspend an Authorized Hauler's delivery privileges at the Delivery Point for cause and with written notice to the Hauler and the Municipality. For purposes of this Subsection (c) and Subsection (b) above, the term "cause" shall include any act or omission of the Authorized Hauler (including its individual vehicle operators) which involves a material misrepresentation, or negligence resulting in material harm to persons or property, or constitutes a material, or is part of a persistent and repeated, violation of Applicable Law, or constitutes a material, or is part of a persistent and repeated, breach of either the Municipality's or the Authorized Hauler's obligations hereunder, including the Hauler's Rules and Regulations (as provided therein), and the insurance requirements described in Subsection (d) below.

(d) **Authorized Hauler Insurance.** Each Authorized Hauler shall maintain insurance of the types and with the limits as described in the Hauler's Rules and Regulations, or as may otherwise be acceptable to MRR. If any of such insurance policies are written on a "claims-made" basis, upon termination or cancellation of such policy, whether during or after the Term, the Authorized Hauler shall be responsible for purchasing for the benefit of MRR and its designee(s) and the Municipality "tail" insurance coverage for acts and omissions occurring while the Authorized Hauler was acting in such capacity. Such tail insurance coverage must remain in place for three (3) years following completion of the Authorized Hauler's services. The Authorized Hauler shall provide MRR with a certificate of insurance issued by the insurance carrier or its agent evidencing that all insurance coverage, including the "tail" insurance required by this Subsection, is in effect. Certificates evidencing renewal of expiring policies must be provided as soon as practicable prior to expiration, but no later than five (5) business days prior to the expiration of any policy. Said insurance shall name each of MRR and its designee(s) and the Municipality as an additional insured, shall include a contractual liability endorsement, and, to the extent commercially available, may not be cancelled or amended without the prior express written authorization of MRR, and shall provide for at least thirty (30) calendar days' prior written notice to MRR in the event of expiration, cancellation, non-renewal or any other material change in coverage. From time to time, as reasonably requested by MRR and upon each change in the insurance carried by an Authorized Hauler, such Authorized Hauler will provide MRR with evidence that the insurance required hereunder is in place. Prior to entering into an agreement with an Authorized Hauler to collect Acceptable Recyclable Materials, the Municipality may request that MRR approve the insurance coverage requirements set forth in said agreement, which approval shall not be unreasonably withheld, conditioned or delayed. Any such approval shall be deemed to be effective for the duration of such agreement or one-year, whichever period is shorter.

## **Article 3 PROCESSING FEES**

**3.1 Processing Fees.** During the Initial Term, the Municipality shall pay the Processing Fees set forth in Exhibit A attached to and made a part of this Agreement to MRR (i) for each Ton of Acceptable Recyclable Materials delivered to the Delivery Point or another facility and accepted by MRR; and (ii) for each Ton of Acceptable Recyclable Materials the delivery of which is arranged for by MRR as provided in Section 7.1(b) (such Processing Fees, in each instance, to be in addition to the payment of all other Disposal Fees payable by the Municipality hereunder).

**3.2 Inspection of Books and Records.** Subject to the terms and conditions set forth in this Section 3.2, MRR shall cause those MRR books and records relating to the quantity of Acceptable Recyclable Materials delivered by the Municipality and its Authorized Haulers and accepted by MRR to be available to a representative of the Municipality for inspection upon reasonable notice and during normal business hours. Weigh scale yearly certification should also be available for inspection. All such inspections by the representatives of the Municipality shall be conducted in such manner as not to cause interference with the operation of a Facility and such representatives shall comply with all reasonable rules adopted by MRR or the owners or operators of the location where such MRR books and records are made available, including rules relating to maintaining the safety of those persons present on the site where the books and records are located and rules requiring persons who will be given access to Confidential Information to enter into a reasonable confidentiality agreement with terms and conditions substantially similar to those set forth in Section 11.11 and other rules relating to the protection of the Confidential Information of MRR and its contractors and subcontractors.

**3.3 Change-in-Law.** In the event that a Change-in-Law occurs which has the effect of imposing or increasing a Tax or assessment on the receipt, acceptance, processing, transfer, transportation, export or disposal of Solid Waste, imposing or increasing a Host Municipality Fee at a Delivery Point or Recycling Facility, or imposing a Tax on highway/road use or tolls, the Parties will adjust the Processing Fees accordingly.

## **Article 4 QUALITY OF SOLID WASTE**

**4.1 Acceptable Recyclable Materials.** The Municipality agrees to make its best efforts to ensure that the material delivered hereunder to the Delivery Point or other Facility shall be Acceptable Recyclable Materials generated within the Municipality's boundaries and shall otherwise comply with the requirements of this Agreement, the applicable Hauler's Rules and Regulations and Applicable Law. The Municipality will permit no new deliveries and will discontinue or cause to be discontinued current deliveries of material that do not comply with the provisions of this Agreement. The retention of waste enforcers by MRR or the owner or operator of the Delivery Point or other Facility, which retention shall not be required of MRR or of any such owner or operator, or any act or omission on their part, shall not relieve the Municipality of its obligation to deliver or cause to be delivered only Acceptable Recyclable Materials generated within the boundaries of the Municipality to the Delivery Point and to provide or pay for the disposal of material that is other than Acceptable Recyclable Materials delivered to the Delivery Point or another facility.

**4.2 Unacceptable Waste.** The Municipality agrees that neither it nor any of its Authorized Haulers shall deliver Unacceptable Waste to the Delivery Point or any other facility. If a load of Acceptable Recyclable Materials includes Unacceptable Waste that is 15% but less than 25% by weight and MRR can separate the Unacceptable Waste from the Acceptable Recyclable Materials with reasonable efforts and expense, as determined by MRR in its sole discretion, the Municipality shall pay \$120.00 per ton (subject to an annual CPI increase minimum 4.0%) to MRR for the receipt, processing and disposal of the Unacceptable Waste. If a load of Acceptable Recyclable Materials includes Unacceptable Waste that is 25% or more by weight, the Municipality shall pay \$120.00 per ton (subject to an annual CPI increase minimum 4.0%) to MRR for the receipt, processing, and disposal of the entire delivery. If Unacceptable Waste is delivered to the Delivery Point or another facility, MRR shall reasonably promptly notify the Municipality of such delivery by telephone to the First Selectman's Office (telephone number: (860) 283-4421. The Municipality shall be given the reasonable opportunity to inspect the load of unacceptable material. Photographic evidence must be provided. If the Municipality or its Authorized Hauler delivers material that includes any Hazardous Waste, MRR may reject the entire delivery at its sole discretion after reasonably promptly notifying the Municipality and evidence must be provided. MRR will endeavor to provide the hauler of such material with the opportunity to inspect the Hazardous Waste, take photographic evidence, and document the type and quantity of Hazardous Waste delivered. In addition to any rights and remedies MRR may have hereunder or under any law, MRR may require the Municipality and its Authorized Hauler to reload such delivery and dispose such waste at its sole cost and expense, or, if MRR does not discover such Hazardous Waste in time to reject the load and require reloading such waste, MRR may process and dispose such Hazardous Waste in accordance with all Applicable Law and the Municipality and its Authorized Hauler shall pay to MRR the cost and expense to process and dispose such waste, including all costs, damages, and Losses incurred by MRR arising from or related to the collection, handling, storage, transportation, processing and disposal of such waste and the cost to remediate the Facility. An itemization of all costs must be provided to the Municipality. None of the foregoing actions by MRR shall constitute acceptance of Unacceptable Waste by MRR, transfer of the ownership of such Unacceptable Waste to MRR, consent by MRR to any future deliveries by the Municipality or its Authorized Haulers of Unacceptable Waste, or waiver by MRR of any rights or remedies it may have against the Municipality or its Authorized Haulers because of the delivery of Unacceptable Waste.

## **Article 5 INVOICING AND PAYMENTS**

**5.1 Monthly Payments.** At the end of each calendar month, MRR will render an invoice to the Municipality for the total Disposal Fees due from the Municipality hereunder for such period. The Municipality shall pay to MRR the amount of such invoice on or before the close of the thirtieth (30<sup>th</sup>) calendar day following the date of Municipality's receipt of the invoice.

**5.2 Interest on Overdue Payments; Collection Charges.** If payment in full of all Processing Fees and Disposal Fees is not made by the Municipality in accordance with Section 5.1, to the extent allowable by law or municipal ordinance, any amount remaining unpaid as of the payment due date will bear interest at the rate of one percent (1%) per month or the highest

rate that may then be lawfully charged and paid, whichever is less, from such due date to the actual date of payment. The Municipality agrees to pay on demand all reasonable costs and expenses incurred by MRR in connection with the enforcement of the terms of this Agreement and the collection of all amounts due under this Agreement, excluding the fees and expenses of MRR's legal counsel.

**5.3 Disputed Invoices.** In the event of a dispute as to any monthly invoice, (i) the Municipality will pay when due the full undisputed amount of the invoice and (ii) the Municipality will give MRR, at the time such payment is made, written notice of the dispute. Acceptance by MRR of payment of an amount less than the full amount of the invoice will not constitute accord and satisfaction of the amount in dispute and will not prevent the accrual of interest or the payment of collection costs and expenses as provided in Section 5.2 with respect to disputed amounts finally determined to be due to MRR. Such notice will identify said dispute with reasonable particularity, state the amount in dispute and set forth a full statement of the grounds which form the basis of such dispute. Upon settlement by the Parties of the dispute, the Municipality will promptly pay the amount of any underpayment with interest in accordance with Section 5.2, if any.

**5.4 Obligation of the Municipality to Make Payments.** This Agreement is binding on the Municipality, and the Municipality is obligated to appropriate funds to pay its obligations under this Agreement. The Municipality agrees that its obligation to make any such payments in the amounts and at the times herein specified are absolute and unconditional, are not subject to any setoff, abatement, counterclaim, recoupment, defense (other than payment itself) or other right which the Municipality may have against MRR or any other Person for any reason whatsoever or any reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of the Municipality or limit recourse against the Municipality. Payment made pursuant to this provision will not prejudice the right of the Municipality to claim abatements, refunds or adjustments to which it is entitled under this Agreement or pursuant to Applicable Law.

## Article 6 GOVERNMENTAL REGULATION

**6.1 Jurisdiction.** MRR and the Municipality acknowledge that the collection, delivery, receipt, processing and transportation of recyclable materials is subject to the jurisdiction of various governmental agencies, including agencies of the United States of America, the State of Connecticut and the states and municipalities in which the Delivery Point and the other Facilities are located.

**6.2 Compliance.** MRR and the Municipality each agree, at its own expense (subject to the provisions herein relating to an Event of Force Majeure), to comply with all Applicable Law applicable to it in connection with this Agreement and the transactions contemplated hereby. Such Applicable Law shall include actions taken by a municipality to regulate vehicular traffic in and around the Delivery Point or other Facility and the making of deliveries to the Delivery Point or other Facility.

## Article 7 EVENTS OF FORCE MAJEURE AND CHANGE-IN-LAW

### 7.1 Suspension of Obligations.

**(a) Excuse for Event of Force Majeure.** A delay or failure of performance hereunder by a Party shall not constitute an event of default or result in any liability of such Party under this Agreement during an Event of Force Majeure affecting such Party; provided, however, an Event of Force Majeure shall not excuse the Municipality's obligation to pay any amounts due hereunder. Such delay or failure shall be excused at any time such Party is adversely affected by an Event of Force Majeure and during such period thereafter as may be reasonably necessary for the Party so affected, using its reasonable efforts, to correct or mitigate the adverse effects of such Event of Force Majeure. An Event of Force Majeure shall not terminate or suspend the Municipality's obligation to make any payments pursuant to this Agreement for material which has been delivered to the Delivery Point or other facility prior to a suspension for an Event of Force Majeure or its obligations under Section 1.2(a).

**(b) Rejection Rights.** If an Event of Force Majeure gives MRR the right to reject Acceptable Recyclable Materials pursuant to Section 1.2(c), MRR shall notify the Municipality in writing and:

(i) MRR shall use commercially reasonable efforts to identify and, as agent for the Municipality, arrange for the acceptance and processing of such rejected Acceptable Recyclable Materials at a location or facility that is authorized to accept such Acceptable Recyclable Materials in accordance with all Applicable Law, and MRR may charge the Municipality, and the Municipality shall pay, the Processing Fee for each Ton of such Acceptable Recyclable Materials and, in addition, all out-of-pocket costs incurred by MRR arising from or related to the collection, handling, storage, transportation, processing and disposal of such Acceptable Recyclable Materials including the reasonable charges of any affiliate of MRR. Additional, out-of-pocket costs must be fully documented and MRR must make every reasonable effort to minimize or eliminate such costs to the Municipality; or

(ii) Notwithstanding the foregoing, the Municipality may, in its discretion and with prior written notice to MRR, elect and provide for, at the Municipality's expense, alternate arrangements for the delivery and processing of the Acceptable Recyclable Materials generated within the boundaries of the Municipality to the extent necessitated, and for the duration of, the Event of Force Majeure; and

**(c) Termination Due to Continuing Rejection.** If, during an Event of Force Majeure, MRR does not accept Acceptable Recyclable Materials for a continuous period of thirty (30) calendar days or more after written notice to MRR, the Municipality and MRR shall each have the option to terminate this Agreement upon written notice to the other Party without liability to the other Party except as expressly provided in Section 1.3.

**(d) Limitation of Liability.** The Parties have no liability or obligation to each other for any costs or expenses incurred as a result of an Event of Force Majeure, except for the Municipality's obligations under Subsection (b)(i) above during any period that it elects to have MRR arrange for alternative disposal and its obligations under Section 9.4(a).

**7.2 Notice and Efforts to Remove Condition.** The Party relying on an Event of Force Majeure as an excuse for a delay or failure of performance hereunder will give the other Party

prompt written notice of such Event of Force Majeure and use commercially reasonable efforts to mitigate or remove such Event of Force Majeure as soon as reasonably practicable.

## Article 8 DEFAULT AND REMEDIES

**8.1 Events of Default by MRR.** Each of the following shall be an event of default by MRR under this Agreement:

(a) **Failure to Accept.** MRR fails to perform its obligation to accept delivery of Acceptable Recyclable Materials in accordance with this Agreement and such failure continues for a period of thirty (30) calendar days after written notice to MRR by the Municipality;

(b) **Failure to Perform.** MRR fails to observe and perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and the continuance of such failure for a period of thirty (30) calendar days after written notice to MRR by the Municipality specifying the nature of such failure and requesting that it be remedied; or

(c) **Bankruptcy.** MRR makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) calendar days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver or trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) calendar days or more.

**8.2 Events of Default by the Municipality.** Each of the following shall be an event of default by the Municipality under this Agreement:

(a) **Failure to Pay.** The Municipality fails to pay any Disposal Fees, including the Base Processing Fees, or any other amounts payable pursuant to Section 1.2, 3.1, 4.2, 5.1, 5.2 or 7.1(b), which is due from the Municipality hereunder, or any other amounts to be paid or reimbursed by the Municipality hereunder;

(b) **Failure to Perform.** The Municipality or any Authorized Hauler fails to observe and perform any other material term, covenant or agreement contained in this Agreement, including the Hauler's Rules and Regulations, or other agreements or policies to which either the Municipality or its Authorized Haulers are subject in accordance with this Agreement, provided that all policies or agreements have been previously provided to the Municipality or any Authorized Hauler and such failure continues for, or is not remedied within, a period of thirty (30) calendar days after written notice to the Municipality specifying the nature of such failure and requesting that it be remedied; or

(c) **Bankruptcy.** The Municipality makes a general assignment for the benefit of creditors, files a petition in bankruptcy or makes a request to the Governor of the State of Connecticut to file such a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, receivership, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) calendar days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver or trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) calendar days or more.

**8.3 Remedies on Default.** Whenever any event of default shall have occurred and is continuing, the non-defaulting Party shall have the following rights and remedies:

**(a) Municipality Remedies.** If MRR is then in default:

(i) The Municipality has the option, upon written notice to MRR, without terminating this Agreement, to suspend deliveries of Acceptable Recyclable Materials until such default is cured or this Agreement is terminated. In that case, Municipality may, in consultation with MRR, assess MRR the incremental cost, if any, of reasonable and substantially similar substitute performance for the period of suspension;

(ii) Other than an event of default under Section 8.1(a), the Municipality shall have the option, upon at least thirty (30) calendar days prior written notice to MRR, to terminate this Agreement unless the event of default is cured prior to the expiration of such thirty (30) calendar day period or unless during such period MRR has taken, and continues to take with commercially reasonable diligence, remedial steps the effect of which would be to enable MRR to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint); and

(iii) Pursuant to Section 8.1(a), the Municipality has the option, upon written notice by the Municipality to MRR, to terminate this Agreement. In that case, Municipality may, in consultation with MRR, assess MRR the incremental cost, if any, of reasonable substitute and substantially similar substitute performance for the remainder of the term.

**(b) MRR Remedies.** If the Municipality is then in default:

(i) MRR has the option, upon written notice to the Municipality, without terminating this Agreement, to suspend accepting Acceptable Recyclable Materials until such default is cured or this Agreement is terminated;

(ii) Other than an event of default under Section 8.2(a), MRR shall have the option, upon at least thirty (30) calendar days prior written notice to the Municipality by MRR, to terminate this Agreement unless the event of default is cured prior to the expiration of such thirty (30) calendar day period or unless during such period the Municipality has taken, and continues to take with commercially reasonable diligence, remedial steps the effect of which would be to enable the Municipality to cure such event of default within a reasonable period of

time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint); and

(iii) Pursuant to Section 8.2(a), MRR has the option to terminate this Agreement immediately upon written notice to the Municipality.

**8.4 Remedies Cumulative.** All rights and remedies under this Agreement are cumulative with, and not exclusive of, any rights or remedies otherwise available at law or in equity. Except as otherwise expressly provided herein, neither Party shall have any liability to the other under this Agreement for any special or punitive damages.

## Article 9 REPRESENTATIONS, WARRANTIES, INSURANCE, AND INDEMNIFICATION

### 9.1 Representations and Warranties of the Municipality.

The Municipality hereby represents and warrants to MRR that:

(a) this Agreement has been executed by officers of the Municipality acting with the approval and under the authority of the legislative body of the Municipality, and the Municipality has heretofore delivered to MRR evidence of such approval and authority;

(b) the Municipality is authorized to (i) enter into a long-term contract for waste and recycling processing and disposal services, (ii) pay the fees and charges established by this Agreement, and (iii) obligate itself to annually appropriate funds and levy taxes for the payment of such fees and charges;

(c) the Municipality has the full power and authority to execute and deliver this Agreement to MRR and carry out the Municipality's obligations hereunder, all of which have been duly authorized in accordance with Applicable Law, and this Agreement shall be in full force and effect and be legally binding upon, and enforceable against, the Municipality in accordance with its terms upon its due execution and delivery by the Municipality and MRR;

(d) the Municipality will cause their Authorized Haulers or other agents, including, but not limited to, crews collecting and delivering wastes to perform their services in a responsible and efficient manner and in accordance with the applicable Hauler's Rules and Regulations;

(e) this Agreement is consistent with the Municipality's and the State of Connecticut's solid waste management plan under Conn. Gen. Stat. §§22a-227, 22a-228, 22a-241 and 22a-241a;

(f) to the extent required by Applicable Law, the Municipality has obtained, or has applied for and will diligently use its best efforts to promptly obtain, the approval of this Agreement by the Connecticut Department of Energy and Environmental Protection, as set forth in Conn. Gen. Stat. §22a-213, and has obtained any other governmental approval required by Applicable Law relating to the Municipality's execution, delivery and performance of its obligations under this Agreement, and the Municipality has heretofore delivered, or will promptly upon receipt deliver, to MRR evidence of such approvals; and

(g) there is no action, suit, investigation or other proceeding pending or, to the knowledge of the Municipality, threatened, which questions the enforceability of this Agreement or which affects or may affect the performance of the Municipality's obligations hereunder.

### 9.2 Representations and Warranties of MRR.

MRR hereby represents and warrants to the Municipality that:

(a) MRR is authorized to enter into this long-term agreement for recycling processing and disposal services;

(b) MRR has the full power and authority to execute and deliver this Agreement to the Municipality and to carry out MRR's obligations hereunder, and this Agreement shall be in full force and effect and be legally binding upon, and enforceable against, MRR in accordance with its terms upon its due execution and delivery by MRR and the Municipality;

(c) each Delivery Point is duly licensed, permitted, or otherwise authorized to accept Acceptable Recyclable Materials and, except as excused hereunder, during the Term, MRR and/or its contractors and subcontractors will maintain all material licenses and permits necessary to operate each Delivery Point and to carry out its obligations under this Agreement, and operate each Delivery Point in material compliance with Applicable Law; and

(d) there is no action, suit, investigation or other proceeding pending or, to the knowledge of MRR, threatened, which questions the enforceability of this Agreement or which affects or may affect the performance of MRR's obligations hereunder.

### 9.3 Insurance.

(a) **Municipality Required Insurance.** The Municipality, if delivering materials to a Delivery Point in municipal vehicles, will obtain and maintain such insurance coverage as MRR may reasonably require in conformity with the insurance coverages required by MRR for Authorized Haulers under Section 2.3(d) and the Hauler's Rules and Regulations, and the Municipality will name each of MRR, F&G Recycling, LLC and its designee as an additional insured under such policies and, to the extent commercially available, such policies will provide for thirty (30) calendar days' prior written notice to MRR in the event of expiration, cancellation, non-renewal or any other material change in coverage.

(b) **MRR Required Insurance.** During the Term, MRR will obtain and maintain the Required Insurance in accordance with Exhibit C.

(c) **Waiver of Subrogation.** All insurance policies, including workers' compensation, required to be maintained by a Party under this Agreement will include a waiver of subrogation endorsement.

### 9.4 Indemnification.

(a) **Indemnification of MRR.** The Municipality agrees, to the extent permitted by Applicable Law, to indemnify the MRR Indemnified Parties from and against any and all Losses arising out of or related to (i) the material breach of any term, covenant, agreement or undertaking of the Municipality to MRR hereunder, (ii) the negligence or willful misconduct of the Municipality and/or (iii) any action taken to enforce this indemnity; provided, however, that the Municipality shall not be obligated to indemnify a MRR Indemnified Party to the extent that any such Loss is caused by the negligence (gross negligence in the case of the handling, collection, containment, separation, remediation, storage, transportation, processing, and/or disposal of Unacceptable Waste generated within the boundaries of the Municipality) or willful misconduct of such MRR Indemnified Party.

(b) **Indemnification of Municipality.** MRR agrees, to the extent permitted by Applicable Law, to indemnify the Municipality Indemnified Parties from and against any and all Losses arising out of or related to (i) the material breach of any term, covenant, agreement or undertaking of MRR to the Municipality hereunder, (ii) the negligence or willful misconduct of MRR and/or (iii) any action taken to enforce this indemnity; provided, however, that MRR shall not be obligated to indemnify a Municipality Indemnified Party (A) to the extent that any such Loss is caused by the negligence or willful misconduct of such Municipality Indemnified Party and/or (B) with respect to the handling, collection, containment, separation, remediation, storage, transportation, processing and/or disposal of Unacceptable Waste unless, and to the extent, that such Losses arise from the gross negligence or willful misconduct of MRR.

(c) **Procedures.** If any action or proceeding is brought by a third party against an indemnified party in respect of which indemnity may be sought under this Agreement, the indemnified party shall promptly give written notice of any such action or proceeding to the indemnifying party and may require the indemnifying party, upon such written notice, to assume the defense of the action or proceeding; provided that failure of the indemnified party to give such notice shall not relieve the indemnifying party from any of its obligations under this Section 9.4. Upon receipt of such written notice from the indemnified party, the indemnifying party shall resist and defend such action or proceeding at the indemnifying party's expense. Notwithstanding the foregoing, the indemnified party shall have the right to employ separate counsel and to participate in such defense, and the indemnifying party shall bear the reasonable fees and expenses of such separate counsel if: (i) the representation of the indemnified party by the same counsel would be inappropriate due to actual or potential conflicts of interest between them in the conduct of such defense; (ii) there may be legal defenses available to the indemnified party that are different from or additional to those available to the indemnifying party; or (iii) the indemnifying party fails to employ counsel reasonably satisfactory to the indemnified party within a reasonable period of time after notice of the claim or proceeding. If the indemnified party retains separate counsel in cases other than as described in clause (i), (ii) or (iii) above, such counsel shall be retained at the expense of the indemnified party. Except as provided above, the indemnifying party shall not be liable for the fees and expenses of more than one counsel. The indemnifying party shall not, without the prior written consent of the indemnified party, settle or compromise any claim or consent to the entry of any judgment that (i) does not include an unconditional release of the indemnified party from all liabilities with respect to such claim, (ii) provides for equitable or any relief against the indemnified party, other than monetary damages to be paid by the indemnifying party, or (iii) requires any act or forbearance from acting by the indemnified party (other than the execution of the settlement agreement), unless otherwise agreed to by the Parties.

## Article 10 GOVERNING LAW AND DISPUTES

**10.1 Governing Law.** The interpretation and performance of this Agreement will be governed by the laws of the State of Connecticut without regard to its conflict of law principles.

### 10.2 Dispute Resolution.

(a) **Mediation and Arbitration.** All disputes, claims, controversies and differences arising out of or relating to this Agreement, or the termination, invalidity or breach hereof, will be determined first by mediation conducted at a mutually acceptable site in Litchfield County. The Parties will share the cost of mediation, with MRR paying fifty percent (50%) of the cost and the Municipality paying the remaining fifty percent (50%) of the cost. If such dispute, claim, controversy and/or difference is not resolved by mediation within forty-five (45) days of the date of the first notice by a Party to request mediation, such dispute, claim, controversy and/or difference will be determined by arbitration through any applicable court-annexed mediation, J-ADR, or alternative dispute resolution program of the Superior Court of the Judicial District of Litchfield at Torrington (except as otherwise specified in this Section 10.2) and each Party submits to the jurisdiction of such arbitration. A Party may, upon written notice to the other Party, submit a dispute for arbitration. The dispute will be determined by one (1) arbitrator acceptable to both Parties who will be selected within fourteen (14) calendar days of receipt of notice of intention to arbitrate by the party receiving that notice. If the receiving Party fails to respond to said notice in writing within said fourteen (14) calendar days, then the Party providing said notice will select the arbitrator and the arbitrator selected by the Party providing said notice will be deemed to have been selected by the receiving Party. If, by the end of said fourteen (14) calendar day period the Parties have not agreed upon one (1) arbitrator as acceptable, then the dispute will be determined by a panel of three (3) arbitrators selected as follows: (i) within an additional seven (7) calendar days, each Party will appoint one (1) arbitrator; and (ii) the two (2) arbitrators will then, within an additional seven (7) calendar days, name a third arbitrator. If the first two (2) arbitrators are unable to agree upon the choice of a third arbitrator within seven (7) calendar days, either Party may request and direct the person or entity administering the arbitration, or, if none, a court-annexed mediator or arbitrator of the Superior Court for the Judicial District of Litchfield at Torrington.

(b) **Arbitration Procedures.** As soon as the arbitrator has been chosen or if three are utilized, the panel has been convened, a hearing date will be set within thirty (30) calendar days thereafter. Such hearing date will be subject to the mutual agreement of the Parties and the arbitrator(s), but if such agreement cannot be reached, the arbitrator(s) will have authority to establish such times for hearings as he, she or they deem appropriate. Written submissions will be presented and exchanged by both Parties at least seven (7) calendar days before the hearing date, including reports prepared by any expert upon whom either Party intends to rely. At such time the Parties will also exchange copies of all documentary evidence upon which they will rely at the arbitration hearing and a list of the witnesses whom they intend to call to testify at the hearing. Each Party will also make its respective experts available for deposition by the other Party prior to the hearing date. The arbitrator(s) will make the award as promptly as practicable after conclusion of the hearing. Arbitrators will be compensated for their services at the standard hourly rate charged in their private professional activities.

(c) **Binding and Enforceable Arbitration.** The Parties agree that the provisions of this Section 10.210.240.2 may be enforced by the Superior Court for the Judicial District of Litchfield at Torrington. Connecticut rules of civil procedure and evidence will apply with respect to any arbitration hereunder, including all rules pertaining to discovery and inspection. The award may

be made solely on the default of a Party. The arbitrator(s) will follow substantive rules of law. The arbitrator(s) will make the award in strict conformity with this Agreement and will have no power to depart from or change any of the provisions hereof. If three arbitrators are used, a decision of any two of them will be binding. At the request of either Party at the start of the arbitration, the award of the arbitrator(s) will be accompanied by findings of fact and a written statement of reasons for the decision. The arbitrator(s) have the discretion to award the costs of arbitration, arbitrators' fees and the respective attorneys' fees of each Party between the Parties as they see fit. All Parties agree to be bound by the results of this arbitration; judgment upon the award so rendered may be entered and enforced in any court of competent jurisdiction, including the power to require specific performance. To the extent reasonably practicable, both Parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved. All matters relating to any arbitration hereunder will be maintained in confidence.

(d) **Equitable Relief.** Nothing contained in this Section 10.2 will prohibit either Party from seeking equitable relief without first resorting to mediation or arbitration under such circumstances as that Party's interests hereunder and in its property will be otherwise compromised.

**10.3 Effect of Disputes on the Obligations of the Parties.** The pendency of a mediation or arbitration proceeding or litigation or other proceeding will not affect the obligations of the Parties to make any payment or render any service required by this Agreement nor the rights of the Parties under this Agreement.

#### Article 11 MISCELLANEOUS

**11.1 Assignment.** Except for the designation of Authorized Haulers as provided in Section 2.3, the Municipality may not assign or transfer, directly or indirectly, any of its rights or duties under this Agreement. MRR may, upon prior written notice to the Municipality, assign all or any portion of its rights and obligations under this Agreement or delegate any of its obligations under this Agreement at any time so long as such assignee or delegatee shall be creditworthy and capable of performing the obligations of MRR under this Agreement. Such assignment or delegation shall not relieve MRR of any obligations or liabilities hereunder arising on or after the date of the assignment or delegation unless such assignment or delegation is to a Qualified MRR Affiliate or the Municipality consents in writing to such assignment or delegation, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment in violation of this Section 11.1 shall be null and void and of no effect.

**11.2 Entire Agreement.** This Agreement and the attached Exhibits constitute the entire agreement between the Parties in respect of the subject matter hereof. This Agreement supersedes all prior negotiations, representations and agreements between the Parties with respect to the subject matter hereof.

**11.3 Waiver.** No delay in exercising or failure to exercise any right or remedy accruing to or in favor of any Party will impair any such right, remedy, or constitute a waiver thereof. Every right and remedy given hereunder or by law may be exercised from time to time and as often as may be deemed expedient by the Parties. Any extension of time for payment hereunder or other indulgences will not alter, affect or waive rights or obligations hereunder. Acceptance of any payment, whether partial or otherwise, after it will have become due, will not be deemed to alter, affect or waive the obligations of either Party.

**11.4 Modifications.** Except as otherwise provided herein, this Agreement may not be modified or amended except in writing signed by or on behalf of both Parties by their duly authorized officers.

**11.5 Successors and Assigns.** This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the Parties.

**11.6 Notices.** All notices, reports and other communications required or permitted under this Agreement will be in writing and will be deemed to have been given when delivered personally, when transmitted by email, or when deposited in the mails, postage prepaid, registered or certified mail, return receipt requested, or by commercial overnight courier addressed to the Party to whom notice is being given at its address set forth below. Either Party may change its address or email address by notice similarly given.

If to the Municipality:

Thomaston Public Works Department  
158 Main Street  
Thomaston, CT 06787  
Attn: Director of Public Works  
Email: [RSileo@thomastonct.org](mailto:RSileo@thomastonct.org)

With a copy to:

Selectmen's Office  
Thomaston Town Hall  
158 Main Street  
Thomaston, CT 06787  
Attn: First Selectman

If to MRR:

Jonathan Murray, Director of Post Collection Operations  
Murphy Road Recycling, LLC  
555 Taylor Road  
Enfield, CT 06082  
[Jonathan@usarecycle.com](mailto:Jonathan@usarecycle.com)

With a copy to:

Edward F. Spinella  
Law Offices of Edward F. Spinella, Esq., LLC  
555 Taylor Road  
Enfield, CT 06082  
Email: [ed.spinella@gmail.com](mailto:ed.spinella@gmail.com)

**11.7 Counterparts.** This Agreement may be executed in several counterparts, any one of which will be considered an original hereof for all purposes.

**11.8 Severability.** In the event that any of the provisions, portions or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction or the arbitrator(s) in accordance with Section 10.2 the remaining provisions, portions and applications thereof will not be affected thereby. In such event, the Parties agree that the court or arbitrator(s) making such determination has the power to alter or amend such provision so that it will be enforceable.

**11.9 No Third-Party Beneficiaries.** Except as provided by Section 11.5, nothing in this Agreement is intended to confer any right to any Person other than the Parties and their respective successors and permitted assigns; nor is anything in this Agreement intended to modify or discharge the obligation or liability of any third party to any Party or give any third party any right of subrogation or action over or against any Party. Notwithstanding the above, F&G Recycling, LLC is a third-party beneficiary of this Agreement.

**11.10 Headings for Convenience.** The headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

#### 11.11 Confidentiality.

(a) **Reasonable Agreement.** Prior to the disclosure of Confidential Information by MRR to the Municipality or its representatives or agents under this Agreement or Applicable Law, MRR may require the Municipality and its representatives and agents, as the case may be, to execute and deliver to MRR a reasonable confidentiality agreement that will require the signatory to: (i) treat as confidential all Confidential Information which may be made available to the Municipality or any agent or representative of the Municipality; (ii) maintain in a secure place all Confidential Information made available to it and limit access to the Confidential Information to those agents or representatives of the Municipality to whom it is necessary to disclose the Confidential Information in furtherance of the Municipality's obligations under this Agreement; (iii) prevent disclosure of any Confidential Information by any agent or representative of the Municipality to unauthorized parties and assume liability on the part of the Municipality and the signatory for any breach of this Agreement and/or such confidentiality agreement, or for any unauthorized disclosure or use of Confidential Information by the Municipality or any of its agents or representatives; and (iv) not use any Confidential Information other than in furtherance of its obligations under this Agreement.

(b) **Connecticut Freedom of Information Act.** If the Municipality receives a request for disclosure of any Confidential Information under Connecticut's Freedom of Information Act, unless otherwise required by law, the Municipality will, before complying with such request, provide written notice of the request, and the opportunity to review and discuss it, to MRR. If a complaint is thereafter filed with the Connecticut Freedom of Information Commission, the Municipality will give MRR reasonably prompt notice of such complaint to allow MRR to file a motion to intervene in the Freedom of Information Commission proceeding and will not oppose such motion.

(c) **Requests and Demands.** If the Municipality receives any other request or demand for disclosure of any Confidential Information (whether in the form of a subpoena, an investigative inquiry by a governmental agency, discovery demands in litigation, or otherwise), the Municipality agrees to give reasonably prompt notice to MRR of such request or demand and to allow MRR an opportunity to seek judicial protection for the Confidential Information, unless the Municipality is expressly prohibited by court order from so disclosing the demand.

**11.12 Cooperation and Further Assurances.** Each Party will, at its own expense, to the extent not reimbursable by the other Party, cooperate with the other Party and execute any and all certificates, documents and other instruments, and take such other actions as may be reasonably requested from time to time in order to consummate the transactions provided for herein and to accomplish the purposes of this Agreement; provided, however, that if expenses or costs will be incurred in the provision of such requested cooperation or assurances, the Party requested to provide such cooperation or assurances can ask, and secure an obligation from, the requesting Party to pay for, or reimburse, such expenses or costs prior to the provision of such cooperation or assurances.

**11.13 Fair Employment Practices.** MRR agrees not to discriminate against any employee or applicant for employment in the performance of its obligations under this Agreement with respect to hire, tenure, conditions or privileges of employment due to race, sex, age, religion, national origin, or other condition proscribed by State or Federal Law.

#### Article 12 DEFINITIONS AND INTERPRETATION

**12.1 Definitions.** The following words and phrases will have the following meanings when used in this Agreement:

**"Acceptable Recyclable Materials"** means and includes any item that is required to be recycled under any provisions of any applicable Recycling Act effective on the Effective Date. The Acceptable Recyclable Materials are identified in Exhibit D attached to and made a part of this Agreement.

**"Applicable Law"** means each and every applicable federal, state or local law, statute, charter, Executive Order, ordinance, rule, regulation, order, permit, license or approval of any governmental, quasi-governmental, regulatory or administrative agency or authority or court or other tribunal having jurisdiction.

**"Authorized Hauler"** means a Person which, at the time of reference thereto, (i) is engaging generally in the business of collecting, transporting and delivering Acceptable Recyclable Materials and which has registered with the Municipality; (ii) is then designated by the

Municipality pursuant to Section 2.3(a) as an Authorized Hauler, as applicable, for Acceptable Recyclable Materials generated within the boundaries of the Municipality; and (iii) has then privileges granted by MRR to deliver Acceptable Recyclable Materials to the Delivery Point and such privileges are not then suspended or terminated.

**"Change-in-Law"** means any of the following events or conditions occurring after the Effective Date which have or will have, separately or in the aggregate, a significant adverse effect on (including a material increase in the costs associated with) (i) the ability of MRR to perform its obligations under this Agreement or the ability of MRR, or any of its contractors or subcontractors to accept, transport, process or dispose of any Acceptable Recyclable Materials delivered hereunder, (ii) a Facility, or (iii) MRR, or any owner or operator of a Facility, in its ownership, use or operation of a Facility, or its ability to equip, to test, to operate, to maintain, to own or to possess a Facility, to the extent that such event or condition is not the result of any willful or grossly negligent act or omission of the Party relying thereon as justification for not performing any obligation or complying with any condition required of such Party under this Agreement and shall include the following: (A) the enactment, adoption, promulgation, implementation (if new or materially different from implementation as of the Effective Date), repeal, modification, interpretation (if materially different from the generally accepted interpretation as of the Effective Date) or enforcement policy (if materially different from the enforcement policy as of the Effective Date) after the Effective Date of any law, statute, act, ordinance, code, rule, regulation, policy, guideline, standard or requirement not adopted or enforced on or before the Effective Date, or a decree, judgment, order of a court or governmental, quasi-governmental or regulatory authority or agency or other action by a governmental, quasi-governmental or other regulatory authority or agency after the Effective Date; (B) the imposition after the Effective Date of any significant condition on the issuance, re-issuance or continued effectiveness of any official permit, license or approval, which establishes requirements significantly more burdensome or costly than those that exist or would have been imposed as of the Effective Date; (C) the termination, suspension, rescission, modification, failure to renew or denial after the Effective Date of any such permit, license or approval if said termination, suspension, recession, modification, failure to renew or denial is not due to the fault or failure of MRR to renew; or (D) the imposition or increase after the Effective Date of any Tax of any nature or the imposition or amendment after the Effective Date of any requirement obligating MRR, or any owner or operator of a Facility, or any of their respective affiliates, to significantly establish, maintain or increase reserves, security, or other financial assurances of any nature whatsoever by a governmental, quasi-governmental or other regulatory authority or agency on or in respect to the operation, ownership, possession or use of a Facility, or any equipment used to construct, maintain, operate or test a Facility, to satisfy its obligations hereunder or the collection, storage, transportation, processing or disposal of waste or recyclable materials at a Facility.

**"Commencement Date"** is defined in the recitals.

**"Confidential Information"** means all data and information heretofore or hereafter disclosed, directly or indirectly, by or on behalf of MRR, any member or manager of MRR, any affiliate or predecessor of any of the foregoing Persons, any licensor of technology to be used in connection with the Delivery Point or another Facility or any contractor or subcontractor engaged by any of the foregoing Persons (the "Disclosing Party") and (i) identified in writing as confidential by the Disclosing Party or MRR, any member or manager of MRR or any affiliate of any of the foregoing Persons. Confidential Information does not include information which (a) has become generally available to the public other than as a result of a disclosure by the Municipality or any of its representatives or agents; (b) was available to the Municipality or any of its representatives or agents on a non-confidential basis prior to its disclosure to the Municipality or any of its representatives or agents; or (c) has become available to the Municipality or any of its representatives or agents on a non-confidential basis from a source other than MRR or its representatives if such source is not known by the Municipality or any of its representatives or agents after due inquiry by any of them of such source as to whether it is bound by a confidentiality agreement with MRR or its representatives or is otherwise prohibited from transmitting the information to the Municipality or its representatives or agents by a contractual, legal or fiduciary obligation.

**"Conn. Gen. Stat."** means the Connecticut General Statutes.

**"Contract Year"** means each twelve-month period during the Term beginning on July 1 and ending on the following June 30.

**"Delivery Point"** means the MRR facility located 665 Christian Lane, Berlin, Connecticut or such other facility as designated from time to time and at any time by MRR upon thirty (30) calendar days' prior written notice to the Municipality, which other facility may be (i) another solid waste facility selected by MRR and located no more than twenty (20) miles from the Municipality's Town Hall, or (ii) a facility that is designated by mutual written agreement by the Parties.

**"Disposal Fees"** means all amounts payable by the Municipality hereunder, including the Processing Fees payable pursuant to Section 3.1, any fees, costs and Losses for which the Municipality becomes responsible pursuant to Section 4.2, Section 7.1(b) or Section 9.4, and any other fees, costs, expenses and indemnity amounts payable by the Municipality to MRR hereunder.

**"Effective Date"** is defined in the preamble.

**"Event of Force Majeure"** means any of the following occurring on or after the Effective Date: (i) an occurrence or occurrences beyond the reasonable control of the Party affected which, separately or in the aggregate, adversely affects, including a significant or substantial increase in the costs associated with, a Delivery Point or Recycling Facility, or the ownership, use or operation of any Delivery Point or Recycling Facility or the ability of any Party to perform its obligations hereunder (including the ability of MRR or any of its contractors or subcontractors to accept, transport, or process any Acceptable Recyclable Materials delivered hereunder) or the ability of MRR, or any Person acting on behalf of MRR, to comply with the requirements of any Applicable Law; (ii) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, pandemics, windstorms, blizzards, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots, acts of terrorism or vandalism or civil disturbances; (iii) Non-MRR Strikes; (iv) an order or judgment of any court, administrative agency or other

governmental, quasi-governmental or other regulatory body or agency, if not the result of the willful misconduct or gross negligence of the Party relying thereon; provided, however, that the contesting in good faith by such Party of any such order and/or judgment will not constitute or be construed to constitute the willful misconduct or gross negligence of such Party; (v) blockage of access to a Delivery Point or Recycling Facility, if not the result of the willful misconduct or gross negligence of the Party relying thereon; (vi) a complete or partial suspension of services at a Delivery Point or Recycling Facility, or an adverse effect on the operations at a Delivery Point or Recycling Facility, arising from or related to any surface or subsurface condition (including the presence of hazardous materials) thereon, to the extent not directly created by MRR, its designee or an affiliate; (vii) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of a Delivery Point or Recycling Facility, or any portion thereof by action of any governmental, quasi-governmental or regulatory agency or authority; (viii) a Change-in-Law; or (ix) one or more of the foregoing if, separately or in the aggregate, it or they result in a significant or substantial increase in the costs and/or expenses associated with the ownership, use and/or operation of any Delivery Point or Recycling Facility and/or with the performance by MRR of its obligations hereunder and MRR provides a minimum of thirty (30) days' prior written notice to the Municipality of MRR's intent to declare an Event of Force Majeure due to such significant or substantial increase in costs and/or expenses.

**"Facility"** means each solid waste, transfer, resource recovery, material recovery facility or disposal facility at which Acceptable Recyclable Materials delivered by or on behalf of the Municipality is accepted by MRR or is transferred, processed or otherwise disposed (which may be a Delivery Point, a Designated Facility, a landfill, a Recycling Facility, and any other facility, landfill or waste-to-energy facility where such Acceptable Recyclable Material and its contamination are processed or disposed), including the Site on which such facility is located and all structures, buildings, foundations, related facilities, fixtures and other improvements now or at any time made, erected or situated on such Site, together with all replacements, improvements, extensions, substitutions, restorations, repairs or additions thereto.

**"Hauler's Rules and Regulations"** means the rules and regulations for the Delivery Point or other Facility, as applicable, as adopted and amended by MRR and/or the owner or operator of the Delivery Point or other Facility from time to time and at any time, which rules and regulations are hereby made a part of, and incorporated into, this Agreement.

**"Hazardous Waste"** means hazardous waste as defined or classified as "hazardous substance," "toxic substance," "hazardous material," "hazardous waste," "hazardous pollutant," or "toxic pollutant," or otherwise denominated as hazardous, toxic, or a pollutant in: (A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended (CERCLA); (B) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended ("RCRA"); (C) the Massachusetts Hazardous Waste Management Act, Massachusetts General Laws Chapter 21C, as amended ("Chapter 21C"); (D) the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws Chapter 21E, as amended ("Chapter 21E"); (E) Conn. Gen. Stat. §§22a-448(3) and 22a-449, Chapters 441, 445, 446a, 446b, 446k and 446m of the Connecticut General Statutes, and the regulations promulgated under any of the foregoing; (F) any other federal, state, or local law or ordinance addressing the protection of human health, safety, welfare, or the environment, as amended; or (G) regulations promulgated pursuant to CERCLA, RCRA, Chapter 21C, Chapter 21E, or other applicable environmental laws, as amended

**"Host Municipalities"** means the municipalities in which a Delivery Point, a Recycling Facility and the other Facilities are located.

**"Host Municipality Fee"** means the aggregate amount paid or incurred, including Taxes, during a year during the Term directly or indirectly by MRR to the Host Municipalities and/or any taxing or political agencies, bodies, authorities, collectors, districts, units or subdivisions thereof or located therein, whether pursuant to Applicable Law and/or an agreement, relating to, or in connection with, ownership, operation or use of a Delivery Point, a Recycling Facility or other Facility and motor vehicles and other equipment used in connection therewith.

**"Incremental Transportation Cost"** means the direct cost per mile, for labor and fuel, to the Authorized Hauler to transport each Ton of Acceptable Recyclable Materials to a Facility other than the Delivery Point or Recycling Facility, to the extent that such cost exceeds the direct cost per mile of transporting a Ton of Acceptable Recyclable Materials thirty five (35) road miles from the Municipality's geographic boundaries as determined by MRR in its reasonable discretion, taking into account appropriate documentation submitted by the Authorized Hauler.

"Incremental Transportation Cost" does not include any indirect expenses, including overhead or any lost profits or other Losses.

**"Initial Term"** is defined in Section 1.3.

**"Loss" or "Losses"** means actual or alleged claims, demands, liabilities, obligations, losses, damages, fines, penalties, Taxes, interest, suits, administrative proceedings, costs, expenses (including the fees and costs of investigators, accountants and attorneys) and disbursements, or whatever nature, liquidated or unliquidated, including amounts paid in satisfaction of judgments or as a settlement or compromise thereof, provided, however, that "Loss" or "Losses" shall include special, consequential, punitive, indirect and/or incidental damages to the extent such "Loss" or "Losses" relate to or arise from the delivery of Unacceptable Waste to the Delivery Point or any other Facility or the handling, collection, containment, separation, remediation, storage, transportation, processing, and/or disposal of such Unacceptable Waste.

**"MRR"** is defined in the preamble.

**"MRR Indemnified Parties"** means MRR, any owner or operator of a Delivery Point, Recycling Facility, another Facility or the Site of any of the foregoing, or any of the foregoing's respective affiliates, including F&G Recycling, LLC, stockholders, owners, officers, directors, members, employees, agents, contractors or subcontractors.

**"Municipality"** is defined in the preamble.

**"Municipality Indemnified Parties"** means the Municipality and any of its elected or appointed officials, employees, agents or contractors.

**"Non-MRR Strikes"** means strikes, slowdowns, walk-outs, work stoppages or similar industrial or labor actions that are not directed solely at MRR and its affiliates.

**"Party"** and **"Parties"** are defined in the preamble.

**"Person"** means a municipality, corporation, partnership, limited partnership, limited liability company, limited liability partnership, business trust, trust, joint venture, company, firm, entity or individual.

**"Processing Fee"** means the fees, including base processing fees, for delivered Acceptable Recyclables set forth in Exhibit A attached hereto.

**"Qualified MRR Affiliate"** means an entity which is owned or controlled, directly or indirectly, by MRR, F&G, LLC, a Connecticut Limited Liability Company, USA Waste and Recycling, Inc., a Connecticut corporation, or any successor thereto, which is creditworthy and capable of performing the obligations of MRR hereunder.

**"Recyclable Materials"** means the materials identified in Exhibit D to this Agreement, which is attached to, and made a part of, this Agreement by the mutual agreement of the Municipality and MRR.

**"Recycling Facility"** means MRR's All American MRF facility located 655 Christian Lane, Berlin, Connecticut.

**"Recycling Act"** shall mean any State of Connecticut law in effect on the Effective Date requiring the separation of Acceptable Recyclable Materials (other than Unacceptable Waste) from solid waste prior to acceptance at a solid waste facility and the recycling of such item

**"Renewal Term"** is defined in Section 1.3.

**"Required Insurance"** is described in Exhibit C, which is attached to, and made a part of, this Agreement.

**"Site"** means the real property on which a Delivery Point, a Recycling Facility or any other Facility is located and all appurtenances thereto.

**"Tax" or "Taxes"** means all net income, capital gains, gross income, gross receipts, sales, use, transfer, ad valorem, escheats, franchise, profits, license, capital, withholding, payroll, employment, excise, export, goods and services, fuel, highway, toll, severance, stamp, occupation, premium, property, assessments or other governmental charges, levies or surcharges or any kind whatsoever, including a solid waste assessment, and a payment due to the municipality in which a solid waste disposal facility is located, together with any interest, fines and any penalties, additions to tax or additional amounts incurred or accrued, under any applicable federal, state, local or foreign tax law or assessed, charged or imposed by any authority, domestic or foreign.

**"Term"** is defined in Section 1.3.

**"Ton"** means two thousand (2,000) pounds.

**"Unacceptable Waste"** means (except for trace amounts normally found in household Acceptable Recyclable Materials) (A) any material which, by reason of its composition, quantity, or characteristics, is Hazardous Waste, a hazardous substance or hazardous material as defined in any federal, state or local law and the applicable regulations thereunder, and any other material which any governmental agency or political subdivision having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for processing or disposal through the Facility or a landfill, including any materials the processing or disposal of which at the Facility or a landfill is prohibited or restricted; (B) any material which would result in process residue being materials described in clause (A) above; (C) (i) material that is not Acceptable Recyclable Materials or (ii) Acceptable Recyclable Materials whose collection is not by Municipality employees or Municipality contractors or agents, or (iii) Acceptable Recyclable Materials that are not from or collected at or delivered to a transfer station or other solid waste facility owned, leased, operated, or controlled by the Municipality, or (iv) Acceptable Recyclable Materials not generated at a physical location owned, lease, operated, or under the control of the Municipality or its Board of Education; (D) waste that would constitute bulky waste; and (E) agricultural waste, explosive materials, corrosive materials, pathological waste, biological waste, human or animal remains, radioactive materials, ashes, foundry sand, mining waste, sewage sludge, cesspool and other human waste, motor vehicles, major motor vehicle parts (including transmissions, rear ends, springs, mattresses, fenders, batteries, battery cables, exhaust systems and gasoline tanks), agricultural and farm machinery and equipment and major parts thereof, marine vessels and major parts thereof, any other large machinery or equipment (including thick walled or solid metallic objects such as castings, forgings, gas cylinders, steel drums, asbestos insulation, closed metal containers, barrels and buckets), large motors, solid blocks of rubber or plastic, rolls of carpet or fencing, steel or nylon rope, chains, cables or slings, logs, street sweepings, tree stumps, tires, white goods such as refrigerators, stoves and washing machines, liquid waste (including liquid chemical wastes, sewage and other highly diluted water-carried materials or substances) and those in gaseous form, construction materials and demolition debris (including masonry, stone, structural steel, re-bar and structural shapes), special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, any item of waste that is either smoldering or on fire, wastes in quantities and concentrations which require special handling in their collection or processing or any other material which (i) may present a danger to public health or safety, (ii) would cause applicable air quality, water effluent or process residue or ash standards to be violated by the normal operation of the Delivery Point or another Facility, (iii) because of its size, durability or composition would not normally be processed at or delivered to a recycling facility, may materially impair its structures or equipment or has a reasonable possibility of otherwise adversely affecting the operation or useful life of the Delivery Point or another Facility outside of the normal usage expected for the Delivery Point or other Facility, or (iv) would be prohibited by any judicial decision or the order, consent order, stipulated judgment or action of any federal, state or local governmental agency or other regulatory authority or by any Applicable Law or regulation or any Facility permit or approval.

## 12.2 Interpretation.

In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "herein," "hereunder" and any similar terms refer to this Agreement, and the term "heretofore" means before, and the term "hereafter" means after, the Effective Date;

(b) Words of masculine gender mean and include correlative words of feminine and neuter genders and words importing the similar number mean and include the plural number and vice versa;

(c) The use of the word "including" in this Agreement is used by way of example rather than by limitation;

(d) Reference to any agreement, document, or instrument, including this Agreement or any appendix hereto, means such agreement, document, or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof;

(e) The use of the words "or", "either" and "any" are not exclusive;

(f) All references to statutory provisions and current or proposed rules and regulations will be deemed to include any amendment or other revision to those laws and regulations and will also be construed to refer to the corresponding provisions of any laws and regulations enacted to replace the laws and regulations referenced in this Agreement;

(g) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles, and the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder means such accounting principles which are generally accepted at the date or time of such computation;

(h) Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;

(i) Reference to a particular Party includes that Party's employees and the authorized agents of that Party;

(j) Reference to any governmental, quasi-governmental or other regulatory authority or agency includes any agency or authority of, and, the United States of America, the State of Connecticut and any other state, any county, any municipality, any district, and any political subdivision or instrumentality of any of the foregoing, with jurisdiction; and

(k) Both Parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Municipal Acceptable Recyclable Materials Services Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**MURPHY ROAD RECYCLING, LLC.**

By: \_\_\_\_\_

Name: Frank M. Antonacci

Title: COO

**TOWN OF THOMASTON, CONNECTICUT**

By: \_\_\_\_\_

Name: Richard Sileo

Title: First Selectman, duly authorized

**[EXHIBITS FOLLOW]**

## EXHIBIT A

**Initial Designated Delivery Point:**  
Murphy Road Recycling, LLC  
All American MRF  
665 Christian Lane  
Berlin, CT 06037

### ACCEPTABLE RECYCLABLE MATERIALS PROCESSING FEE

In accordance with the Section 3.1, the Processing Fee will be determined monthly by MRR based on a Base Processing Fee (“BPF”) and a Single Stream Average Commodity Rate (“ACR”) in accordance with the below. Depending on market conditions, payment will be due from the Municipality to MRR or from MRR to the Municipality.

- 1. Base Processing Fee.** MRR will charge the Municipality and the Municipality will pay a BPF per Ton of Acceptable Recyclable Materials as reflected in Table A.1.

Table A.1: Base Processing Fee/Ton during each contract year of the Initial Term.

Year	7/1/26 – 6/30/27	7/1/27 – 6/30/28	7/1/28 – 6/30/29
BPF	\$104.74	\$109.97	\$115.47

- 2. Average Commodity Rate.** MRR will calculate a monthly ACR based on Table A.2 below to determine the rebate or charge per Ton to the Municipality for each month.

Table A.2: Single Stream ACR

Commodity	Percent of Stream	Benchmark
OCC	13.40%	P&PW New England Low OCC #11
Mixed Paper	46.00%	P&PW New England Low #54
Glass	19.00%	Fixed \$85.00/ton charge + Annual CPI Increase*
Steel Cans	2.00%	Recyclingmarkets.net Baled Low
Aluminum	0.25%	Recyclingmarkets.net Baled Low
Natural HDPE	0.60%	Recyclingmarkets.net Low
Colored HDPE	0.75%	Recyclingmarkets.net Low
PET	2.00%	Recyclingmarkets.net Low
Mixed Plastics #3-7	1.00%	Recyclingmarkets.net Low
Contamination	15.00%	Fixed \$120.00/Ton charge + Annual CPI Increase*
<b>Total</b>	<b>100.00%</b>	

\* The fixed charges noted above shall increase by CPI (minimum 4.0%) each July 1 during the Initial Term beginning on July 1, 2027. CPI = CPI for All Urban Consumers – Northeast Index (not seasonally adjusted).

- 3. Formula to Determine Monthly Processing Fee.** MRR will use the below Formula A.1: Monthly Processing Fee to calculate the monthly rebate or charge per Ton to the Municipality. When the calculation results in a negative amount per Ton, this amount will be shared 50% with the Municipality and 50% will be retained by MRR.

#### **Formula A.1: Monthly Processing Fee**

$$\text{BPF} - \text{ACR} = \text{Fee (Rebate or Charge)}$$

**4. Example.** Example for FY 2027:

Calculated ACR	<b>-\$10.00</b>	<b>\$45.00</b>	<b>\$90.00</b>	<b>\$125.00</b>
<b>BPF</b>	<b>\$104.74</b>	<b>\$104.74</b>	<b>\$104.74</b>	<b>\$104.74</b>
<b>ACR</b>	<b>-\$10.00</b>	<b>-\$45.00</b>	<b>-\$90.00</b>	<b>-\$125.00</b>
	<b>\$114.74</b>	<b>\$59.74</b>	<b>\$14.74</b>	<b>(\$20.26)</b>
<b>Charge to Town per Ton</b>	<b>\$114.74</b>	<b>\$59.74</b>	<b>\$14.74</b>	<b>\$0.00</b>
<b>Rebate to Town per Ton</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10.13</b>

5. **Index Changes.** If at any time during the Term of this Agreement, applicable indices no longer post or otherwise provide the applicable market indices or if such indices do not accurately reflect the value of such materials, then MRR and the Municipality shall jointly select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable pricing information. A change in the market indices used shall become effective on the first day of the month following joint agreement and for the remainder of the Agreement, or until subsequently replaced.
6. **Market Change.** The Parties acknowledge that the composition of Acceptable Recyclable Materials and contamination as set forth in Table A.2 reflect the agreement of the Parties with respect to both the composition of the Acceptable Recyclable Materials waste stream and the corresponding Processing Fee, based upon the Acceptable Recyclable Materials accepted by MRR as of the Effective Date of this Agreement. In the event of a Change-in-Law, an Event of Force Majeure, or a significant change in market conditions occurs, including, but not limited to, the lack of commercially reasonable market availability for one or more types of Acceptable Recyclable Materials, changes in market specifications affecting the salability of one or more types of Acceptable Recyclable Materials, changes affecting the recyclability of one or more types of Acceptable Recyclable Materials, or changes in the quantity, quality, type or composition of the Acceptable Recyclables and has the effect of significantly altering the terms of this Agreement, or preventing, precluding or substantially affecting the benefit(s) bargained for under this Agreement, including profits of MRR and the fees charged or revenues paid under this Agreement (each a "Market Change"), the Party detrimentally affected by a Market Change will so notify the other Party and request an amendment to this Agreement accordingly. The Parties will engage in good faith negotiations after such request regarding such amendments of this Agreement that reflect the extent to which the provisions hereof are modified to reasonably compensate the Party detrimentally affected and the Parties will amend this Agreement to the extent of any mutually agreed upon revisions.
7. **Unacceptable Waste Contamination.** In accordance with Section 4.3, the Processing Fees to be charged to the Municipality in the event that deliveries of Acceptable Recyclables that include materials that are not Acceptable Recyclable Materials ("Contamination") will be as follows Table A.3:

Table A.3: Contamination Processing Fees

Contamination %	Fee
0 - 15%	No additional charge
> 15% - 25%	(Contamination % x Weight of the Delivered Load) x Then-current "Contamination Fee" in Table A.2
> 25%	Weight of the Delivered Load x Then-current "Contamination Fee" in Table A.2

**EXHIBIT B**

**Hauler's Rules and Regulations**

(Attached)



## HAULER'S RULES AND REGULATIONS

Company:	MURPHY ROAD RECYCLING, LLC ("Company")	Facility Name:	ALL AMERICAN MRF ("Facility")
Address:	555 Taylor Road Enfield, CT 06062	Facility Address	655 Christian Lane Berlin, CT 06037

### TERMS AND CONDITIONS

By delivering to or otherwise using the Facility, you agree to the terms and conditions set forth below. Each hauler agrees to cooperate with the Company in any manner affecting the operation of the Facility and to comply with these procedures. Each hauler agrees that any failure to comply with these procedures may result in fines and/or suspension or revocation of delivery privileges at the Facility. Each hauler is responsible for all charges including costs, expenses, disposal fees, processing fees, and fines. These Hauler's Rules and Regulations may be amended by the Company in its sole and absolute discretion from time to time and at any time. Terms not otherwise defined herein shall be given their industry meaning. More restrictive criteria may be promulgated as required by local conditions and shall be strictly adhered to by all haulers.

"Safe Use Procedures" are attached as Exhibit A and incorporated into these Hauler's Rules and Regulations.

#### A. FACILITY USE RULES AND PROCEDURES

1. Hours of Operation. The Facility will be open according to its posted hours consistent with its permit with deliveries allowed beyond posted hours in extraordinary circumstances with sufficient notice. The Company may, with reasonable prior notice, change the hours of operation. Holiday and emergency closings and any schedule of make-up hours will be posted as needed at the Facility.

2. Holidays. The Facility shall be closed on New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day, and may be open on Saturday immediately following the Holidays and upon coordination with Hauler.

3. Posted Signs. At all times while at the Facility, drivers and other personnel accompanying a driver must obey all signs and safety requirements posted by the Company at the Facility.

4. Entering the Facility. All delivery vehicles shall enter the Facility via marked entrances and proceed to the scale, where vehicle identification and origin will be recorded. On the Facility site, vehicles shall travel only on asphalt-paved surfaces. Adequate queuing space is provided on the Facility site for vehicles and transfer trailers. In no event shall any vehicle queue offsite.

5. Use of Facility. All vehicles delivering to the Facility will clearly display on both sides of the cabin their vehicle identification number and name. The hauler must provide hauler identification numbers and company name, as well as which municipality it is delivering on behalf of, if applicable, to become registered with the scale house. If the hauler is delivering on behalf of a municipality, the municipality shall notify the Company of their approved/authorized haulers. Only registered vehicles approved by the municipality of origin and the Company may deliver acceptable solid waste.

6. No Idling. No hauler shall allow trucks to idle for more than three (3) consecutive minutes, except as follows: (1) when forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control; (2) operating defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers; (3) operating auxiliary equipment that is located on the truck to accomplish the intended use of the truck; (4) to bring the truck to the manufacturer's recommended operating temperature; (5) when the outdoor temperature is below 20° F; or (6) when the truck is undergoing maintenance that requires it be operated more than three (3) minutes.

7. Weight Tickets. The driver delivering acceptable solid waste shall receive a weight ticket from the scale house attendant. It is the driver's responsibility to ensure that the information on the ticket is correct. If the driver fails to sign or receive a weight ticket, the appropriate hauling company may be billed as if the weight ticket was signed.

8. Single Weight Procedure. The Company may utilize tare weights for pre-registered vehicles. Vehicles that are not pre-registered must be weighed both on the inbound and outbound scales. However, pre-registered vehicles should proceed to the inbound scale upon entering the Facility to identify themselves as a municipal authorized hauler or private hauler, providing the vehicle ID, they are operating, and the municipality for which they are hauling, if any. Upon clearance from the scale house, the vehicle shall continue forward to tip at the appropriate location. Trucks then shall exit after stopping at the window of the scale house to obtain appropriate paperwork. Trucks will be subject to periodic checks of lightweights to ensure tare weight information remains correct. Haulers will be notified prior to a tare weight confirmation program, which shall consist of a minimum of three weights, with a deviation not to exceed 500 pounds. In the event of a billing discrepancy, modification to a vehicle, or disputed invoice, the tare weight confirmation will be required at a time set by the Company.

9. Covered Loads. All loads must be covered upon entering the Facility, while crossing over scales, and while leaving the Facility. After a hauler is scaled in, the vehicle shall travel to the staging area and await instruction from the loader operator.

10. Vehicle Type. All vehicles delivering to the Facility shall be self-unloading. Maximum dump height of the vehicle shall not exceed 24 feet measured from the tipping floor to the highest point on the dump body. Only vehicles with back-up lights, audible warning signals, and proper functioning equipment in compliance with all applicable federal, state and local laws or regulations shall be allowed access to the Facility. All vehicles with trailers are required to fit completely on Facility scales. Any vehicle whose condition is determined to be unsafe or not in compliance with these Hauler's Rules and Regulations by Facility staff will not be allowed to dump.

11. Tipping. Drivers will wait for a visual signal from the operator/spotter before backing on to the appropriate tipping floor area. The loader operator will direct vehicles while remaining within the loader cab. All persons in this area, including operators and drivers, must establish eye contact with others before moving about the area. The Company will direct all vehicle traffic at the Facility.

12. Securing Doors. After tipping, a delivery vehicle will fully lower its bed prior to exiting the building to the predetermined staging area. Roll off and compactor containers are to close doors and complete swaps in the staging area. All other vehicles shall close the rear of the

vehicle while inside the building. When working with swinging doors, the person shall stay with the moving door until it is fully opened or closed.

13. Leaving the Facility. Trucks shall not be driven onto the scale with tailgates open or bodies in the raised position. Upon completion of business, vehicles shall exit the Facility via marked exits. Trucks with mechanical problems shall exit the Facility, or if disabled, request towing immediately, so inbound and outbound roads will be clear to other traffic. Under no circumstances shall repairs and/or cleaning of trucks/equipment occur on the Facility property.

#### B. SAFETY RULES AND PROCEDURES

1. Safety Procedures. Proper safety procedures must be followed at all times. Please see attached Safe Use Procedures – Exhibit A.

2. PPE. High visibility safety vests/clothing and hard hats are required TO BE WORN AT ALL TIMES while on site by anyone conducting business at the Facility. People doing business at the Facility are responsible for providing their own personal protective equipment (PPE). All postings, instructions, and procedures must be obeyed.

3. No Smoking or Cell Phone Use. Smoking is strictly forbidden at the Facility. Spitting and other discharge of bodily fluids is prohibited. While conducting business at the Facility, the use of cell phones or 2-way radios by anyone other than designated Facility personnel is prohibited.

4. Safe Distance. Drivers/helpers must stay within six (6) feet of their vehicle while on the tip floor and in staging area. A minimum of fifteen (15) feet must be maintained between the vehicle and any other vehicle, mobile equipment or persons on the tipping floor, except in the case of frozen or stuck loads, at which time equipment will move closer to clean out the load. Drivers will remain in their vehicles while being cleaned out.

5. Vehicle Use. There shall be no riding on the outside of vehicles delivering to the Facility or any other equipment. No person shall be allowed under a raised tailgate without a proper lockout. Each truck entering the Facility must use back up alarms at all times when the truck is in reverse.

6. Speed Limit. The posted Facility speed limit shall be observed at all times.

7. Leaving the Vehicle. No more than one person per vehicle may exit a vehicle. All other occupants must remain in the vehicle (unless the hauler is off-loading by hand). The designated individual or individuals who exit the vehicle must stay within six (6) feet of the vehicle when on the tipping floor or in the staging area. VEHICLES SHALL NEVER BE LEFT UNATTENDED.

8. No Scavenging. Retrieving any items from the Facility yard or tip floor(s) for personal use (scavenging) is strictly prohibited.

9. Inappropriate Behavior Prohibited. At all times when on the premises, drivers will not use abusive or foul language, nor exhibit gestures that can be construed to be offensive or which constitute any form of sexual harassment.

#### C. MATERIAL QUALITY STANDARDS

1. Inspections. The Company may inspect each delivery of materials to ensure that it is comprised of only acceptable solid waste. The Company reserves the right to reject any delivered load in its sole and absolute discretion.

2. Unacceptable Material. Unacceptable materials shall mean (a) any material which the Facility is not permitted to receive; (b) any material which the hauler and/or its authorizing municipality is not authorized to deliver; (c) any non-processable waste or hazardous, biohazardous or toxic materials; (d) any material that is of an unacceptable temperature; (e) lithium-ion batteries; (f) solid waste loads with an unacceptable level of recyclable materials; and (g) any other materials which the Company deems, in its sole and absolute discretion, to be unacceptable. Deliveries containing unacceptable materials are considered a violation of the Facility material quality control standards, and haulers may be charged a penalty per the schedule of fines listed in Section D payable by the company or hauler responsible for delivering the load to the Facility.

3. Presence of Unacceptable Material. If unacceptable material is determined to be present or have been delivered, the entire load may be rejected. The Company may reject any load containing hazardous, bio-hazardous or toxic material. In a case of rejection, the Company and its agents and employees reserve the right to reload the unacceptable material on to the offending vehicle. Notice of rejection may be promptly provided to the hauler and/or municipality, if applicable, by phone or email. After notice is provided, the hauler may be subjected to the penalty procedures as listed in this Section D and Section E. In addition to the foregoing remedies for the delivery of unacceptable material which the Company has determined should be rejected, the Company may (1) detain the driver and the offending vehicle until representatives from the appropriate state environmental agency have inspected such unacceptable materials and/or (2) take corrective action the Company in its sole and absolute discretion deems necessary at the sole cost and expense of the hauler whose vehicle delivered the unacceptable material, including, but not limited to, excavating, loading, transporting, and disposing of such material, remediating the Facility, and imposing against such hauler any fines or charges.

**4. Rejected Loads.** If a hauler is delivering as an authorized hauler for a municipality, the municipality shall limit its hauler to three occurrences per calendar year in which a hauler's delivery of acceptable solid waste is found to contain unacceptable amounts of unacceptable material, after which the municipality and the Company may mutually agree to a suspension of the hauler's ability to deliver the municipality's materials on behalf of said community. A hauler may appeal suspension subject to the provisions of Section E.

**5. Additional Fees.** Company will charge the hauler, or if the hauler is delivering on behalf of a municipality, the municipality, additional fees for the following items (fees subject to change):

Item	Unit
Automobile Battery	Each
Appliances Requiring CFC Removal	Each
Mattress	Each
Box Spring	Each
Propane Tank	Each
Automobile Tires	Each
Truck/Equipment Tires	Each
Heavy Equipment Tires	Each
TV/Computer Monitor	Each

#### D. BILLING

**1. Payment of Invoices.** Unless the hauler is delivering pursuant to an agreement with a municipality under which the municipality pays disposal/processing fees or unless the hauler has a separate agreement with the Company, the Company may issue an invoice to each hauler on a weekly, bi-weekly, or monthly basis depending on material type or at the discretion of the Company, and each hauler shall pay, in full, such invoice immediately, but in any event within a maximum thirty (30) calendar days from the date of such invoice. Any hauler who delivers to the Facility shall be responsible for the payment of any invoice issued by the Company in connection with such delivery of material.

**2. Past Due Invoices.** If a hauler fails to pay in full any invoice issued by the Company within the time specified above, then such invoice shall be deemed past due and a delayed payment charge of one percent (1%) of the amount past due may be imposed commencing on the thirty first (31<sup>st</sup>) day following the invoice date and continuing on a monthly basis thereafter until such invoice is paid in full. The Company may also suspend or terminate delivery privileges at the Facility and all other Company facilities.

**3. Disputes on Billing.** In the event of a dispute on any portion of the invoice, the hauler shall pay the total amount of the disputed charge(s) when due, and the hauler shall, within seven (7) calendar days from the date of the disputed invoice, give written notice of its dispute to the Company identifying the disputed invoice, the amount in dispute, and a detailed statement of the grounds on which the dispute is based.

#### E. FINES AND PENALTIES.

**1. Fine and Penalty Schedule.** Any hauler that commits a violation of the Facility Use Rules and Procedures, the Safety Rules and Procedures including the Safe Use Procedures, or the Material Quality Standards is, along with its employer, subject to the following penalties:

First Violation	Warning or \$50.00 Fine
Second Violation	\$100.00 Fine
Third Violation	\$200.00 Fine
Fourth Violation	\$500.00 Fine and/or Suspension

**2. Delivery of Hazardous Materials.** Any hauler delivering any hazardous, bio-hazardous or toxic materials will be charged a \$500.00 fine payable by the hauler and/or its employer, and will, in addition, be charged any cost incurred by the Company in the handling, remediation and disposal of such hazardous or biohazardous materials. The hauler and/or its employer shall also be responsible for any damages incurred by the Company as a result of its delivery of any lithium-ion batteries or hazardous, biohazardous or toxic materials.

**3. NOVs.** Fines shall be invoiced by the Company to the hauler responsible for the violation. A notice of violation will be mailed to the hauler, and, if the hauler is delivering on behalf of a municipality, to the municipality. Such notice will include the fine and/or the effective date of suspension subject to the conditions found in this Section E.

**4. Fines.** Fines will be due and payable to the Company immediately following the notification date, but in any event within a maximum thirty (30) calendar days from the date of notification. Unpaid fines shall be subject to the highest finance charge as permitted by law and will be computed from the date of violation. After thirty (30) calendar days, if payment is not received, the Company will contact the hauler and issue a reminder of the fine. If payment plus interest is not received within thirty (30) calendar days of the Company notice, the hauler will automatically be assessed the next level of violation, and if penalties and interest are not fully paid within a period of time not to exceed one hundred twenty (120) calendar days, the hauler will be subject to suspension from the Facility and the Company shall be entitled to seek equitable relief.

**5. Damages.** Violations resulting in actual costs and expenses to the Facility will be determined, and billed as soon as reasonably possible. If the hauler is delivering on behalf of a municipality, the municipality shall be provided copies of all correspondence related to physical damage to the facility or any Company equipment. Amounts will be due and payable to Company immediately upon notification, but in any event within a maximum thirty (30) calendar days from the billing date. Such unpaid amounts will be subject to the highest finance charge as permitted by law and will be computed from the date of violation. These amounts are in addition to any fines or suspension of privileges. If delivering on behalf of a municipality, the municipality shall be given the opportunity to observe such damage, except under extraordinary circumstances where such inspection at the Facility presents a demonstrable safety risk.

**6. Suspension.** Suspension of the offending hauler will commence within twenty-four (24) hours from the date of the notice of suspension. If an appeal in writing has been received, and the appeals committee rules suspension is in order, suspension will commence ten (10) business days from the appeals committee notification.

**7. Reasonable Application.** The Company agrees to administer these penalty provisions in a reasonable and fair manner.

#### F. APPEALS PROCEDURES

**1. Timing.** Any hauler that has received a NOV, fine or suspension may make an appeal within ten (10) business days of the date of violation notification. The appeal should be in writing to Jonathan Murray, 555 Taylor Road, Enfield, CT 06082, with copies sent to the hauler's municipal representative if the hauler is delivering on behalf of a municipality.

**2. Appeals Committee.** The appeal will be evaluated by the applicable appeals committee, comprised of at least three (3) of the individuals noted below:

(a) All Violations: (1) Company EH&S representative; (2) Facility manager, and (3) Company Director of Post-Collection Operations.

(b) Violations involving a municipality authorized hauler: (1) Company EH&S representative; (2) Facility manager; (3) Company Director of Post-Collection Operations; and (4) municipality Director of Public Works. The appeal may include a meeting between the appeals committee and the hauler's representative. At the discretion of the appeals committee, the individual witnessing the alleged infraction may be called to testify. The committee will render its decision within thirty (30) calendar days of receipt of the appeal. Notice will be mailed to the hauler within five (5) business days of the decision rendered. Payment must then be made pursuant to Sections D and E. Rulings by the appeals committee are final and binding.

**3. Clearance.** Unless permanently suspended, a hauler's record will be cleared in a category (safety, maintenance, unacceptable materials, hazardous material, administrative), if no violation in that category occurs for a one (1) year period of time from the last offense.

#### G. INSURANCE LIABILITY.

**1. Certificates of Insurance.** Upon request, each hauler delivering to the Facility must provide the Company an executed certificate of insurance evidencing coverage as outlined below before a hauler can access the Facility. Such certificate shall certify that such insurance is in full force and effect and setting forth the following: (1) the Company, its subsidiaries, officials and employees are to be covered as additional insureds on a primary and non-contributory basis on the hauler's comprehensive general liability and comprehensive automobile liability coverages; (2) the hauler shall waive, and require their insurers to waive, subrogation rights against the Company for losses and damages incurred under the insurance policies required by these rules and regulations; (3) thirty (30) days prior written notice to be given to the Company in the event of expiration, cancellation, or any other material change in the hauler's insurance coverage; and (4) the Company must be provided with new proof of insurance within seven (7) business days of the new policy. The hauler shall either include all subcontractors under its insurance policies or shall require subcontractors to provide their own insurance subject to all of the requirements stated herein. All certificates of insurance must be received and approved by the Company. No provisions of these Hauler's Rules and Regulations shall be construed or deemed to limit any of the hauler's obligations under these procedures to pay damages or other costs and expenses.

**2. Minimum Insurance Coverage Requirement.** Each hauler delivering to the Facility must, at a minimum, maintain the following coverages at its own cost and expense:

Minimum Insurance Requirement		
Worker's Compensation		Statutory Limits as Required by Law
Commercial General Liability	\$1,000,000.00	
Each Occurrence for Bodily Injury & Property Damage	\$1,000,000.00	
Products & Completed Operations Aggregate	\$1,000,000.00	
Personal & Advertising Injury	\$1,000,000.00	
Employer's Liability	\$500,000.00	
Each Accident	\$500,000.00	
Disease – Policy Limit	\$500,000.00	
Disease – Each Employee	\$500,000.00	
Comprehensive Automobile Liability	\$1,000,000.00	
Combined Single Limit Each Accident for Bodily Injury and Property Damage (Include Owned, Hired and Non-Owned Auto Liability)		
Excess (CGL and Auto) Liability	\$5,000,000.00	

#### H. INDEMNIFICATION

**1. Use of Facility.** Hauler shall at all times defend, indemnify, and hold harmless the Company, its directors, officers, members, managers, employees, agents, and subcontractors ("Company Indemnitees") on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, fines, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and court costs) arising out of injuries to a person (including death), damage to property or any other damages alleged to have been sustained by: (a) the Company Indemnitees; (b) hauler or any of its directors, officers, employees, agents or subcontractors ("Hauler Parties"); or (c) any other person, in each case, to the extent any such injuries or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions, and/or negligence of any Hauler Party. Hauler further undertakes to reimburse the Company for damage to property of the Company caused by any Hauler Party. The existence of insurance shall in no way limit the scope of this indemnification.

**2. Waiver.** No delay in exercising or failure to exercise any right or remedy accruing to or in favor of Company will impair any such right, remedy or constitute a waiver thereof or of any other term or obligation in these Hauler's Rules and Regulations.



**EXHIBIT A**  
**SAFE USE PROCEDURES**

1. High visibility safety vests/clothing and hard hats are required TO BE WORN AT ALL TIMES while on site by anyone conducting business at our facilities. Persons doing business at our facilities are responsible for providing their own PPE (personal protective equipment). All postings, instructions, and procedures must be obeyed.
2. Smoking is strictly forbidden.
3. The use of cell phones or 2-way radios by anyone other than designated transfer station personnel while conducting business at this facility is prohibited.
4. All loads are to be covered upon entering the facility, while crossing over scales as well as leaving the facility. Once you have been scaled in, the vehicle is to travel to the staging area and wait further instruction from the loader operator.
5. The loader operator will direct vehicles while remaining within the loader cab. After direction, the loader operator MAY conduct an inspection of the load after tipping. All persons in this area including operators and drivers are to establish eye contact with others before moving about.
6. The posted speed limit at the facility shall be observed at all times.
7. No more than one person per vehicle may exit that vehicle. All other occupants must remain in the vehicle (unless you are off loading by hand). The designated individual or individuals who exits the vehicle must stay within 6-feet of the vehicle when on the tipping floor or in the staging area.
8. A minimum of 15 feet is to be left between all vehicles and equipment to allow for swinging doors. EXCEPTION: Frozen/Stuck loads, at which time equipment will need to move closer to scrape out the load. Drivers will remain in their vehicles while being scraped out.
9. Retrieving any items from our yards or tipping-floors for personal use (scavenging) is strictly prohibited.
10. After tipping their load, delivery vehicles will fully lower their bed prior drive out of the building to the staging area (Staging area is located in front of the tip floor). Roll off and compactor containers are to close doors and complete swaps in the staging area. All other vehicles are to close the rear of the vehicle while inside the building. When working with swinging doors, the person is to stay with the moving door until it is fully opened or closed. Trucks shall not be driven onto the scale with tailgates open or bodies in the raised position.
11. VEHICLES ARE NEVER TO BE LEFT UNATTENDED.
12. There shall be no riding on the outside of delivery vehicles or on any equipment.
13. Upon completion of business, drivers and vehicles are to leave the Facility.
14. ANY VIOLATION OF THESE RULES BY A DRIVER OR OCCUPANT OF ANY VEHICLE MAY BE INVESTIGATED AND DOCUMENTED IN A NOTICE OF VIOLATION (NOV) REPORT. DRIVERS/OCCUPANTS OR COMPANIES THAT DO NOT ABIDE BY THE RULES OR HAVE MULTIPLE YARD/TIPPING FLOOR RULE VIOLATIONS ARE SUBJECT TO BEING BANNED FROM THE USE OF FACILITIES.

**EXHIBIT C**  
**REQUIRED INSURANCE OF MRR**

The following will constitute Required Insurance to be maintained during the Term by Murphy Road Recycling, LLC:

1. (i) Workers' Compensation Insurance Coverage in compliance with the Workers' Compensation Law of Connecticut extended by the Broad Form All States Endorsement, the United States Longshore and Harborworkers' Coverage Endorsement on an if-any basis and the Voluntary Compensation Coverage Endorsement. Such policy shall include a broad form "all states" endorsement in the event the operations require any interstate involvement as respects employers-employee relationship.  
(ii) Employers' Liability Insurance Coverage subject to the minimum limit of insurance required to support the purchase of the excess liability insurance set forth in Section 4 below, but not less than \$500,000, each accident and \$500,000 policy limit for disease.
2. Commercial General Liability Insurance. The applicable limit of liability will be the minimum combined single limit of primary insurance required to support the purchase of the excess liability insurance set forth in Section 4 below, but not less than \$1 million combined single limit per occurrence, aggregate limit not less than \$2 million. If this insurance is written on a claims-made basis, it will provide for an extended reporting period of not less than five years beyond the termination of this Agreement.
3. Comprehensive automobile liability insurance coverage applicable to all owned, hired and non-owned vehicles subject to the minimum single limit of primary insurance required to support the purchase of the excess liability insurance set forth in Section 4 below, but not less than \$1 million combined single limit, per occurrence.
4. Excess liability insurance coverage excess of underlying insurance described in Sections 1(i), 2 and 3 above. The limit of liability will be in an amount such that the combination of primary and excess liability coverage is at least \$5,000,000.00 per occurrence and, as applicable, in the aggregate.

## EXHIBIT D

### ACCEPTABLE RECYCLABLES

Acceptable Recyclables are those items identified on the below list or using the below referenced QR code tool. Such list will only be modified from time to time upon mutual agreement of the Parties.

<b>SINGLE STREAM RECYCLING</b>			
<b>ACCEPTABLE</b>			
	<b>Metal</b>	Aerosol containers (food grade only) Aluminum foil Cans & bottles Foil containers Metal lids from cans & bottles Aluminum cans Steel/tin cans	<b>Glass</b>
			Beverage bottles & jars Food bottles & jars *Please rinse out
	<b>Plastic</b>	Black Plastic #1, #2 & #5 plastics Takeout containers Cold/Ice coffee cups & lids Yogurt containers Plastic bottles (with or without caps attached) Plastic containers, tubs & lids Plastic one-use cups (no lids, no straws)	<b>Paper &amp; Cardboard</b>
			Cardboard & boxboard (empty and flatten) Food & beverage cartons Junk mail Magazines & newspaper inserts Newsprint Office paper Pizza boxes Take-out food containers Juice cartons Juice boxes Gable top cartons Aseptic cartons
			

For further insight and guidance on specific items, please refer to our recycling wizard, which can be found with this QR code.

