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TOWN OF STRATHAM

**LAMPREY REGIONAL COOPERATIVE
AND
WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.
TURNKEY RECYCLING AND ENVIRONMENTAL ENTERPRISES**

WASTE DISPOSAL AGREEMENT

AGREEMENT entered into this 22nd day of December, 2006, by and between the Lamprey Regional Cooperative, having its sites in the following towns in New Hampshire and Maine (which towns may include Barrington, Epping, Greenland, Lee, Madbury, Newfields, Newington, Newmarket, Northwood, Rollinsford, Somersworth, and Stratham) hereinafter referred to as "The Coop" or individually as "Town(s)" and Waste Management of New Hampshire, Inc., Turnkey Recycling & Environmental Enterprises a corporation with its principal place of business at 30 Rochester Neck Road, Rochester, New Hampshire, 03839 (hereinafter referred to as "TREE" or "Turnkey Landfill").

1. WASTE MATERIALS AND PARTICIPATION. During the term of this Agreement, the Coop will deliver or cause to be delivered to TREE, all: Solid Waste as defined at 149-M:4, XXII and Env-Wm 102.152; Construction and Demolition Debris as defined at Env-Wm 102.42; Bulky Waste as defined at Env-Wm 102.23 (collectively referred to as "Waste Materials") collected through the Coop, with the following exceptions: hazardous waste as defined by RSA 147-A:2, special waste (except as provided in Section 5 below), liquid wastes, infectious and hospital wastes (except garbage), septage, animals and animal parts, white goods, tires, yard waste, cathode ray tubes, lead acid batteries and solid waste generated by commercial and industrial establishments not otherwise included in residential collection programs. Solid waste shall not include materials source separated for recycling.

TREE may at any time refuse to accept for disposal any material, substance or property which in the judgment of TREE is harmful, unhealthy, unsafe or in violation of any federal, state, or local statute, regulation, or rule applicable to the site. At the time of refusal, the identity of the rejected waste material and the reason for the rejection will be communicated to the Coop.

The failure of any member of the Coop to provide Waste Materials to TREE in accordance with the terms of this Section 1 throughout the term of this Agreement, except those Towns specifically excluded at execution of this Agreement, shall constitute an event of default pursuant to which TREE shall have the right to terminate this Agreement pursuant to Section 13 herein below.

The parties agree that certain member Towns may be obligated under individual contracts, with TREE or others, for the services covered by this Agreement at the time of execution. The Coop agrees, within 30 days of execution of this Agreement, to identify those Towns that will not participate as of January 1, 2007 and will further provide the date at which these Towns can legally participate in this Agreement. Those Towns will be allowed to participate in this Agreement at the date they can legally do so, provided the Town provides written notice to the Coop and TREE of its intention to become a party to the Agreement. Towns who do not choose to participate at their first legal opportunity to do so may or may not be allowed to participate at future dates at the sole discretion of TREE.

2. SERVICES PROVIDED. TREE will provide to the Coop, under the terms of this Agreement, the following services:

(a) Accept for disposal all Waste Materials delivered by the Coop whether delivered to the Turnkey Landfill or other disposal site designated by TREE. TREE may not designate another disposal site if the same is not reasonably accessible to the Coop members;

(b) Provide adequate supervision of disposal operations at the Turnkey Landfill;

(c) Maintain insurance to cover TREE's responsibilities and liabilities under the New Hampshire Workmen's Compensation Act, public liability insurance coverage for bodily injury and property damage to any persons using the disposal facility. TREE shall maintain a minimum of \$5,000,000 for public liability insurance coverage. TREE will provide to the Coop, upon written request, evidence of such insurance. The Coop shall be named as additional insured with respect to public liability coverage to the extent of TREE's liability under this Agreement.

(d) Accept Waste Materials for disposal between the hours of 8:00 A.M. to 3:30 P.M Monday thru Friday and 8:00 A.M. to 11:30 A.M. Saturday. The facility will be closed on Sundays and all holidays defined below and during any period where extreme or unusual weather conditions or similar hazards either prevent its operation or would make operations hazardous to persons and property. Holidays are as follows: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.

(e) Assist the Town in the preparation of any solid waste management plans or studies it may undertake by supplying information, technical assistance, and advice, providing that confidential, proprietary, and financial information shall not be disclosed in documents of public record or to informational media, except as required by law, without the express written consent of TREE.

(f) Offer to Coop Towns additional programs as they are introduced by TREE such as electronic waste processing, cell phone / ink jet cartridge recycling, sharps management and recycling processing services.

3. TERM. The term of this Agreement shall be for the period of January 1, 2007 through December 31, 2016 (10 Years).

4. FEES and BILLING. The disposal fee for the first year of the contract will be Seventy-Two Dollars (\$72.00) per ton of oversized bulky waste ("OBW") and Sixty-Nine Dollars (\$69.00) per ton for municipal solid waste ("MSW") and Sixty-Nine Dollars (\$69.00) per ton for construction and demolition debris that is capable of being further processed for beneficial reuse ("Processible C&D Waste"). These rates shall be in effect through December 31, 2007 and shall be adjusted annually beginning January 1, 2008 and on each subsequent anniversary of the contract. Adjustments shall be based on the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, Boston, MA. (CPI-W) as published for the month of September preceding the date of increase. Bills will be sent on a bi-monthly schedule and payment is required within ten days from the date of the invoice. Members of the Coop shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum amount allowed by law. The disposal fees shall not be subject to fuel or environmental surcharges that may be levied by TREE in the future.

In the event that any federal, state, or local body or agency adopts or implements any environmental law, rule, regulation or order respecting the disposal facility which results in an increase in the cost of facility operations or levies a tax or fee on waste disposal activities or operations at the facility which discriminates against the facility or its solid waste disposal activity (including but not limited to increases in host fee payments), one hundred percent (100%) of any such increase cost or tax shall be allocated, in an appropriate proportion to the tonnage delivered among the municipalities and other customers which deposit solid waste at the facility provided that the Coop shall be entitled to terminate this Agreement in the event any increase under this Section exceeds an amount equal to ten percent of the total disposal fee for the contract year immediately preceding the event upon which the increase is based.

The parties acknowledge a Host Community Fee of \$0.65 per ton is included in the proposed fees pursuant to this Section. Any increase in said Host Community Fee to be allocated to the Coop in accordance with this Section shall not be imposed earlier than January 1, 2008.

5. SPECIAL WASTE. No special waste may be disposed at the facility without the prior written approval of the facility District Manager. See Exhibit A. To obtain approval the special waste generator must supply, at its own expense, to TREE such information, as TREE deems necessary, including sampling and analysis of the waste, on such forms that TREE shall require. TREE may require written approval from the New Hampshire Department of Environmental Services for disposal of the special waste.

In the event unauthorized waste materials are discovered to have been transported from the Coop to the facility and/or disposal at the facility, ownership of the unauthorized material shall revert to the generator, if identified, otherwise to the Coop. Upon written notification of violation, the prompt removal of the material from the facility, including all costs, shall be done in a manner, which is lawful, non-injurious to public health, environmentally sound and safe. No Coop member shall have any liability under this provision after six months after the first delivery and acceptance of any such unauthorized material. TREE shall inspect all waste accepted at the facility and shall notify the Coop of the attempted delivery or delivery of any unauthorized materials.

6. DELIVERY OF SOLID WASTES. Solid Wastes may be delivered to the facility by Coop Town truck and/or by private waste companies with written authorization from the Coop. Solid waste brought to the site from outside the Coop, or in any other way unauthorized for disposal under this Agreement; or similar agreements with other municipalities is grounds for excluding the hauler, collector, or business concern from the use of the facility though TREE may, at its discretion, issue a warning in lieu of termination of disposal privileges. The Coop shall be notified of the identity of the violator and the evidence and circumstances surrounding the termination.

Admission to the disposal facility shall be the sole responsibility of TREE and its authorized employees. TREE's determination of the origin of the waste shall be final.

7. LANDFILL PROCEDURES. TREE will provide a safe environment for the disposal of the Coop's solid waste. TREE shall dispose of the Coop's solid waste in a manner consistent with all applicable laws and regulations. Haulers, collectors, and business concerns using the facility for disposal of the Coop's wastes will comply with TREE's posted safety procedures while at the facility and will obey the instructions of Tree's authorized employees during disposal and during emergencies.

8. INDEPENDENT CONTRACTOR. TREE is and shall perform this Agreement as an independent contractor and as such, shall have and maintain complete control over all its employees, agent and operations. Neither TREE nor anyone employed by it shall be, represent, act, and purport to act, or be deemed to be the agent, representative, employee, or servant of the Coop.

9. INSPECTIONS. The Coop shall have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any federal, state or local government entity or agency to TREE which are applicable to the performance of this Agreement and to inspect the facility and its operations for compliance with applicable federal, state, and local laws, regulations, and rules specifically pertaining to solid waste disposal. Such inspections are encouraged by TREE. TREE warrants, represents and affirms that it holds all necessary licenses, permits and approvals to perform under this Agreement and that it operates the landfill in conformity with those licenses and permits and in conformity with all applicable laws and regulations. TREE shall inform the

Coop in writing in the event it receives notification of any violation, which impacts or could impact Tree's ability to provide service to the Coop under this Agreement.

Any employee designated by the Coop may on notice enter the TREE facility for the specific purpose of inspecting waste for its conformance to Coop disposal rules and regulations or to substantiate waste origination from the Coop.

10. EXCUSE OF PERFORMANCE. The performance of this Agreement, except for the payment for services already rendered, may be suspended by either party for definite or indefinite period, as circumstances require in the event of an act of force majeure. Force majeure shall mean any act or event beyond the control of the parties, which materially and adversely affects the performance of this contract, including without limitation:

- a. Strikes or work stoppages at the facility in excess of 20 days;
- b. Any destruction of or damage to or any interruption, suspension or interference with the operation of the facility caused by:
 - i. Acts of God, epidemic, landslide, lightening, earthquakes, fires, explosions, storms, floods, or similar occurrences, or
 - ii. Acts of the public enemy, wars, blockades, insurrections, riots, or similar occurrences
- c. Any act or failure to act of any government, subdivision or instrumentality thereof, including any change in laws or regulations which prohibit the operation of the facility; or
- d. Suspension, termination or interruption of utilities:

If any act or event of force majeure occurs, the party affected shall deliver written notice to the other within 48 hours setting forth such information available to it of the act of event of force majeure.

If an act or event of force majeure occurs which prevents TREE from accepting waste at the facility, TREE may elect to dispose of the waste by some alternative means, in which event, it will do so at the same transportation and disposal cost to the Coop.

11. INDEMNIFICATION.

(a) TREE agrees to indemnify, save harmless, and defend Coop from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and

expenses incident thereto (including costs of defense, settlement, and reasonable attorneys fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders to the extent caused by TREE, its employees, or its subcontractors in the performance or non performance of this Agreement.

(b) Coop agrees to indemnify, save harmless, and defend TREE from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and the expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of government laws, regulations, or orders to the extent caused, in whole or in part, by:

- (i) Coop's breach of any term or provision of this Agreement, or
- (ii) Any negligent or willful act or omission of Coop, its employees, or subcontractors in the performance of this Agreement.

c). The indemnity provided in (b) herein shall apply to and extend only to such liability, claims, penalties, forfeitures, costs and expenses as are proven to be caused by the Coop or its employees. No obligations or expenditures covered by this indemnity shall be incurred or expended without prior written notice and consent of the Coop. In no event shall either party be responsible in contract, tort or otherwise for any indirect, special, incidental or punitive damages.

12. NOTICES. During the term of this Agreement and any extension thereof and until otherwise notified by the other party, all notices sent or required to be sent hereunder shall be registered mail, postage prepaid, addressed as follows, and shall be deemed given when delivered for mailing to a United States Post Office so addressed:

To Coop: Lamprey Cooperative
 24 Fitch Road
 Madbury, NH 03823-7564

To TREE: District Manager
 Waste Management of New Hampshire, Inc.
 Turnkey Recycling & Environmental Enterprises
 Post Office Box 7065
 Gonic, New Hampshire 03839-7065

With a copy to: Senior Group Counsel
 Waste Management
 4 Liberty Lane West
 Hampton, New Hampshire 03842

13. DEFAULT. In the event a failure by either party to meet its respective obligations under this Agreement (unless such failure or refusal shall be excused or justified by a force majeure, or default by the other party), the non-defaulting party shall have the right to terminate this Agreement by written notification after the party in default has been given thirty (30) days to resolve the problem. The non-defaulting party shall have the right to recover from the party in default the actual damages suffered by the non-defaulting party as a result of the act or failure of the party in default in performing its obligations under this Agreement.

14. DISPUTE RESOLUTION. (a) In the event any claim, controversy or dispute arises between TREE and the Coop, the Coop and TREE shall undertake negotiations in good faith to resolve the dispute.

(b) If TREE and the Coop cannot resolve the dispute within a two (2) week period of time after written notice, the Coop and TREE, may following the two week period, by written notice to the other party hereto, commence an action in court or administrative agency with jurisdiction. This provision shall not constrict either party, when necessary from seeking immediate injunctive or other relief prior to the expiration of the above referenced two (2) week period. The parties agree that prior to seeking such injunctive or other relief that they will provide to the opposing party not less than forty-eight (48) hours notice of their intentions. Moreover, should the claim, controversy or dispute constitute a default as defined under Paragraph 2, then the parties may, in lieu of, or in addition to judicial action, choose to terminate the contract pursuant to the provisions of Paragraph 13.

(c) The parties agree, that to the extent available, they shall use alternative dispute resolution mechanisms (excluding arbitration) for disputes arising from the alteration of disposal fees or the implementation of any amended disposal fees. The parties may, if they so choose, use such alternative dispute resolution to resolve other potential disputes; however, the parties agree that alternative dispute resolution shall not be the sole-source of resolving non-fee issues and the parties do not waive their rights to seek judicial resolution of the disputes related to non-fee issues.

15. FORM OF CONSENT. All consents of any kind required under this Agreement shall be in writing. Whenever, under this Agreement, the Coop is authorized to give consent, such consent may be given and shall be conclusively evidenced in writing by the authorized representative of the Coop giving such consent. Whenever under the terms of this Agreement, TREE is authorized to give its consent, such consent may be given and shall be conclusively evidenced by writing certified by its Facility Manager.

16. ASSIGNMENT. TREE may not assign this Agreement without the written consent of the Coop which consent shall not be unreasonably withheld. The Coop may not assign the Agreement without the written consent of TREE which consent shall not be unreasonably withheld.

17. AMENDMENT. This Agreement may be amended from time to time by written agreement duly authorized and executed by the parties hereto.

18. GOVERNING LAW. This Agreement shall be governed and construed under and pursuant to the laws of the State of New Hampshire.

19. MISCELLANEOUS. If any provision of this Agreement, or any portion of such provision, or the application thereof to any circumstances or person is held invalid, the remainder of this Agreement, or the remainder of such provision, and the application thereof to other persons or circumstances shall not be affected thereby.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement and understanding between the Coop and TREE, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the dates set forth below.

WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.
TURNKEY RECYCLING & ENVIRONMENTAL ENTERPRISES

Witness

General Manager, Duly Authorized

Dated: _____

Lamprey Cooperative

Witness

Chairman, Duly Authorized

Dated: _____

EXHIBIT A

A. "Hazardous Waste" means:

- (1) any material or substance which, by reason of its composition or characteristics, is;
 - (a) toxic or hazardous waste, hazardous substance, hazardous material, or oil as defined in either the Solid Waste Disposal Act, 42 U.S.C. § 6900 et seq., as replaced, amended, expanded, or supplemented, the Resource Conservation and Recovery Act, 42 U.S.C. § 6903, as replaced amended, expanded, or supplemented, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 221E, or any laws of similar purpose or effect, and such policies or regulations thereunder, or any laws of similar purpose or effect, and any rules, regulations, or policies thereunder, or;
 - (b) special nuclear or by-products materials within the meaning of the Atomic Energy Act of 1954;
- (2) other materials which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic or dangerous, or otherwise ineligible for disposal in the Landfill and
- (3) any material, which would result in Process Residue being Hazardous Waste under (1) or (2) above.

B. "Unacceptable Waste" means a regulated quantity of any of the following except as authorized by applicable law and regulations and approved for disposal via the Transfer Station at a Disposal Facility pursuant to Contractor's policies and procedures regarding such waste streams:

1. Containerized waste (i.e., drum, barrel, portable tank, box, pail, etc.) listed in items 3 through 9 below.
2. A Waste transported in a bulk tanker.
3. A liquid waste.
4. A sludge waste.
5. A waste from an industrial process.
6. A waste from a pollution control process.
7. Residue and debris from the cleanup of a spill or release of chemical substances, commercial products, or waste listed in items 1 through 6 or item 8, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.

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8. Contaminated soil, water, residue, debris, and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in items 1 through 7, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.
9. An uncharacterized waste.
10. Chemical waste from a laboratory.
11. Articles, equipment, and clothing containing or contaminated with polychlorinated biphenyl's (PCBs).
12. PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
13. "Empty" containers of waste commercial products or chemicals (this applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc.).
14. Asbestos contained in or from waste from building demolition, renovation, or cleaning.
15. Commercial products or chemicals whether off-specification, outdated, contaminated, or banned.
16. Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste, which would otherwise qualify as a miscellaneous special waste.
17. Infectious waste. Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medial laboratory, etc., that is contaminated with or may be contaminated with an infectious agent that has the potential of inducing infection. These wastes are wastes if they are untreated, autoclaved, or otherwise heat-treated.
18. Animal waste and parts from slaughterhouses or rendering plants, including wastes from fur or leather products manufacturers.
19. Waste produced by the mechanical processing of fruit, vegetables or grain, rinds, hulls, husks, pods, shells, and chaff, food processing wastes which are aqueous or sludges, or which have been contaminated with dyes, additives, or preservatives.
20. Pumpings from septic tanks used any size exclusively by dwelling units.
21. Sludge from a publicly owned-sewerage treatment plant serving primarily domestic users.
22. Regulated quantities of grease trap wastes from any source.

23. Washwater wastes from commercial laundries or Laundromats including waste from a dry-cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers.
24. Washwater wastes from commercial car washes.
25. Chemical-containing equipment removed from service such as cathode ray tubes, batteries, fluorescent light tubes, etc.
26. Waste produced from the demolition or dismantle of industrial process equipment or facilities contaminated with chemicals from the process or chemicals or wastes removed or drained from such equipment.
27. Closed cartridge filters from dry cleaning establishments.
28. Explosives, white goods (specifically such goods containing regulated refrigerants or coolants) as solid wastes, human or animal, motor vehicle parts, automobile transmissions, springs and fenders, agricultural and farm machinery, other large machinery or equipment, etc.
29. Materials subject to waste "bans" as defined by law applicable to the material or the Disposal Facility, including without limitation, all waste subject to disposal restrictions under NHDES solid waste management regulations.
30. Materials or "White Goods" that contain or have contained CFC's as regulated under the Clean Air Act Amendment of 1990 (CAAA), Title VI, "Stratospheric Ozone Protection". Title 40 (CFR) Part 82.
31. Universal Wastes as listed by the State of New Hampshire Hazardous Waste Management Regulations, Chapters Env-WM 1100 through 1114. Universal Wastes are: Cathode Ray Tubes; Florescent Lamps; Mercury Containing devises; batteries; Pesticides; and Antifreeze.

