

**AMENDED AND RESTATED
SOLID WASTE DISPOSAL SERVICES AGREEMENT**

**City of Fitchburg,
Town of Westminster,
and
Resource Control, Inc.**

2 This Amended and Restated Solid Waste Disposal Services Agreement (the "Agreement") dated June 21, 2010 ("Restatement Effective Date") made and entered into by and among the City of Fitchburg (the "City"), a Massachusetts political subdivision, the Town of Westminster (the "Town"), a Massachusetts political subdivision, and Resource Control, Inc. ("RCI"), a Massachusetts corporation with its principal place of business in Foxboro, Massachusetts, amending and restating that certain Solid Waste Disposal Services Agreement entered into on February 12, 1992 ("Effective Date") as amended on April 1, 1994, June 1, 1994, November 8, 1994, June 1999, November 4, 2003, May 4, 2006, December 2006, November 14, 2007 and January 2, 2008 (collectively referred to as the "Original Agreement").

RECITALS

WHEREAS, the City owns a landfill (the "Landfill") located in the Town of Westminster, as more fully described and authorized in Chapter 323 of the Massachusetts Acts of 1970, and the Landfill was managed and operated by RCI prior to the Effective Date.

WHEREAS, the City publicly advertised for proposals for the development of a full service, solid waste disposal operation and has selected RCI as the preferred proposing party and with the Town entered into the Original Agreement pursuant to which RCI provides solid waste disposal, recycling and composting services for the City, the Town and others;

WHEREAS, RCI owns approximately forty acres of land adjacent to the Landfill acquired by deed of Simpson dated April 12, 1990 and recorded in the Northern Worcester County Registry of Deeds at Book 1957, Page 53 (the "40 Acre Parcel") and an additional parcel of land consisting of 30 acres, more or less, acquired by deed of Estabrook, dated August 25, 1995, and recorded in the Northern Worcester County Registry of Deeds at Book 2749, Page 287 (together with the 40 Acre Parcel, the "Additional Land") and it has agreed to restrict the use of the Additional Land and to give the City an option to acquire the Additional Land as provided in this Agreement;

WHEREAS, RCI, the City and the Town are desirous of extending the Term of the Original Agreement to allow for the full utilization of Existing Permitted Capacity at the Landfill and Additional Land as further described below.

THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be bound hereby, do covenant and agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

1. Specific Definitions.

As used in this Agreement, the following terms shall have the meaning stated herein unless a different meaning shall clearly appear from the context in which they are used:

“Acceptable Solid Waste” means mixed residential, commercial and municipal solid waste of type and composition not materially different from all or any part of that normally generated by household, commercial and municipal activities conducted in the City and the Town as of the Effective Date and such industrial solid waste as may be legally landfilled under state and federal law and regulation from time to time without special processing or handling. Acceptable Solid Waste shall not include any material which may be legally used for landfill cover, in connection with Landfill operations. Acceptable Solid Waste shall also not include any waste defined as hazardous in 40 CFR 5261.3, or any successor regulation, or any radioactive waste or materials regulated under 42 U.S.C. §§6921-6925 and any regulations adopted hereunder, or any hazardous substances as defined in 42 U.S.C. §§9601 et seq. and any regulations adopted hereunder or any material classed as hazardous and prohibited from landfill disposal by state law or regulation applicable to the Landfill. To the extent that hazardous waste included in and constituting a part of residential waste may under applicable law and regulation, including under 40 CFR §261.4, or any successor regulation, be accepted for landfill disposal, such waste shall not be excluded from the definition of “Acceptable Solid Waste”.

“Additional Land” -- see the third recital paragraph of this Agreement for a description thereof.

“Additional Supplemental City Benefit” - see Article V, Section 1, Paragraph B(1).

“Additional Supplemental Town Benefit” - see Article V, Section 1, Paragraph A(4).

“Agreement” -- see the first paragraph of this Agreement.

“City” -- see the first paragraph of this Agreement.

“City Acceptable Solid Waste” means (i) all Acceptable Solid Waste generated by residences in the City, including all multi-family housing units of not more than eight (8) units, and (ii) all Acceptable Solid Waste generated by the City and all of its departments and authorities, including without limitation the City public schools and school department, public housing authority and its housing units, department of public works and fire department. Acceptable Solid Waste generated by the City shall not include any commercially, industrially or institutionally generated wastes, any hazardous wastes, any material that would not typically be suitable for residential curb side collection (except for bulky residential items), any construction or demolition material, any wastes that are banned for disposal in a municipal solid waste landfill by the Massachusetts Department of Environmental Protection, or any similar wastes of any type that are generated by sources other than those listed above.

“Establishment Act” means Chapter 323 of the Massachusetts Acts of 1970, as amended by Chapter 531 of the Acts of 1991 pursuant to which the City was authorized to acquire the Landfill in the Town and to enter into this Agreement.

“Existing Permitted Capacity” means permitted capacity remaining in the Landfill and Additional Land which includes three development areas referred to as Sections 1,2 and 3, including permitted capacity remaining in Section 3 (Phases 1 through 4).

“Guarantor” means Waste Management of Massachusetts, Inc.

“Landfill” -- see the first Recital paragraph of this Agreement.

“RCI” -- see the first paragraph of this Agreement.

“Rules of Operations” means the provisions relating to all solid waste disposal operations contained herein in Article VII.

“Town”-- see the first paragraph of this Agreement.

“Town Acceptable Solid Waste” means all Acceptable Solid Waste generated by (i) residences in the Town, including all multi-family housing units of not more than eight (8) units, multi-family housing units with more than eight (8) units which are either publicly owned or operated or publicly subsidized, and (ii) the Town and all of its departments and authorities, including without limitation public schools located wholly within the Town (whether Town owned or part of a regional school district), the Town department of public works and the Town fire department. Acceptable Solid Waste generated by the Town, shall not include any commercially, industrially or institutionally generated wastes, any hazardous wastes, any material that would not typically be suitable for residential curb side collection (except for bulky residential items), any construction or demolition material (except small quantities not exceeding two 55 gallon containers delivered in residential vehicles to the Drop Off Center, as hereinafter defined), any wastes of any type that are collected by a commercial hauler or private contractor, any wastes that are banned for disposal in a municipal solid waste landfill by the Massachusetts Department of Environmental Protection, or any similar wastes of any type that are generated by sources other than those listed above.

2. Rules of Construction.

References to article, section and paragraph numbers shall refer to articles, sections and paragraphs in this Agreement unless reference to another document is clearly stated and shall be solely for convenience of reference and shall not affect the meaning or the construction, interpretation or effect of this Agreement. The singular shall include the plural unless the context clearly indicates otherwise. All exhibits attached hereto are incorporated herein by reference but to the extent of and conflict between an exhibit and this Agreement, the terms of this Agreement shall govern.

ARTICLE II IMPLEMENTATION SCHEDULE

1. Landfill Operations.

A. Commencement. From and after the Effective Date, RCI shall assume full responsibility for all aspects of Landfill development, permitting, management, operation and closure as specified herein, in accordance with all Rules of Operations and in compliance with all applicable state and federal laws, regulations and permit requirements.

B. Permits. As necessary to ensure the continuous availability of the Landfill for disposal for all City Acceptable Solid Waste and Town Acceptable Solid Waste, RCI shall submit and maintain determinations, permits and approvals necessary for RCI to perform its obligations under this Agreement.

2. INTENTIONALLY OMITTED.

ARTICLE III SERVICES TO BE PROVIDED

1. Disposal of Solid Waste and Other Material.

A. Recycling. Throughout the duration of RCI's landfilling operations at the Landfill and the Additional Land, RCI shall provide, either itself or through contract with others, as RCI shall determine, curb-side pick-up of source separated recyclable materials (with all recyclable materials to be commingled in one container) from residential properties in the City and Town (including multi-family housing units of not more than eight (8) units, and publicly owned or operated or subsidized family housing located within the Town with more than eight (8) units). Such collection program shall include a pick-up schedule of once a week for the Town, and every other week for the City and shall be implemented through the cooperation and consultation process described in Paragraph G below. RCI shall not be required to operate any specific recycling program or to recycle any specific class of material, which, in its judgment, exercised in good faith, is not economically self-sufficient and capable of providing a reasonable return on investment, although RCI shall remain obligated to collect from such residential properties commingled bottles, cans, newspapers and plastics (numbered 1-8), and RCI shall remain solely responsible for the disposal of such material.

B. Composting. RCI shall, in accordance with the Rules of Operation, conduct composting operations, which may consist of (i) separate receiving areas for compostable material, such as leaves, yard waste and nitrogenous additives (approved by the City); (ii) handling and sorting facilities suitable for receiving, sorting and processing compostable material, (iii) composting areas, including windrow or in-vessel areas, which may be covered or exposed, as RCI shall determine is most suitable for the type of material and process which is being utilized; and (iv) transfer and storage facilities related to composting programs. RCI shall conduct composting operations utilizing compostable material obtained, in order of priority, (i) from sources within the City and the Town generating City Acceptable Solid

Waste and Town Acceptable Solid Waste; (ii) from other sources within the City and Town; (iii) from elsewhere within the Commonwealth; and (iv) from other sources, provided that RCI shall not accept for composting sewage sludge from outside of Worcester County, Massachusetts, without the prior written consent of the City Health Director. In the event that a composting program is established which cannot accept the entire volume of compostable materials which would otherwise participate in such program, priority shall be given to such material in the order stated above. RCI shall provide for such composting of leaves and yard waste originating in the City and the Town as shall be required by this Agreement and the mandate of any state or federal law or regulation but otherwise shall not be required to operate any composting program which, in its judgment, exercised in good faith, is not economically self-sufficient and capable of providing a reasonable return on investment although RCI shall remain responsible for the disposal of such material.

C. Landfill.

(1) RCI shall, in accordance with the Rules of Operation, conduct solid waste disposal landfill operations at the Landfill and the Additional Land, which shall accept all City Acceptable Solid Waste and Town Acceptable Solid Waste and, subject to Article III, Section 1 hereof, Acceptable Solid Waste from other sources up to, but not in excess of, an annual average as allowed under applicable Landfill or Additional Land permits. In the event that the Landfill is unable to accept the full amount of Acceptable Solid Waste which would otherwise be disposed of thereat, RCI shall ensure that the City Acceptable Solid Waste and Town Acceptable Solid Waste shall be disposed of at the Landfill or Additional Land before waste from other sources is accepted for disposal at the Landfill or Additional Land.

Except as provided in Article VIII, to the full extent of its legal capacity to accept and dispose of Acceptable Solid Waste, the obligation of RCI to provide or disposal of City Acceptable Solid Waste and Town Acceptable Solid Waste shall be absolute and shall not be excused by any factor.

(2) The City has informed RCI that as of the Effective Date (with the exception of the Establishment Act) there are no City by-laws, ordinances, rules or regulations that restrict sources or amounts of Acceptable Solid Waste which may be disposed of at the Landfill. The Town has informed RCI that as of the Effective Date (with the exception of the Establishment Act) neither the site assignment nor any Town by-laws, ordinances, rules or regulations, including any board of health rules, restrict sources or amount of Acceptable Solid Waste which may be disposed of at the Landfill. Based on the foregoing, RCI has informed the City and Town that no governmental determinations, approvals, permits or amendments thereto are necessary for disposal at the Landfill of Acceptable Solid Waste from sources other than within the City and Town or for additional tonnage in excess of the levels disposed of by the City and Town as of the Effective Date. RCI shall be fully responsible in the event that any such governmental action is necessary for such expanded use.

D. Household Hazardous Waste Days. Throughout the term of this Agreement, RCI shall sponsor four household hazardous collection days each year, two of which

will be located at the Landfill and/or the Additional Land and two at a regional location to be determined by RCI. On such days, RCI shall make provision for residents of the City and Town to deliver for disposal such amounts and types of hazardous waste as are ordinarily generated in connection with residential activities by residential occupants.

The expense of such days, including the expense of legal disposal of all waste collected during such days, shall be borne solely by RCI.

E. Waste Bans. At all times RCI shall comply with any and all waste bans, so-called, including under 310 CMR 19.017 or any successor regulation, pursuant to which certain waste materials are prohibited from landfill disposal. Pursuant to applicable law, regulations and permit conditions, RCI shall accept at the Landfill all such waste generated from sources in the City and Town that generate City Acceptable Solid Waste and Town Acceptable Waste respectively and shall dispose of that waste in such manner, including recycling or re-use, as may be required or permitted by applicable laws and regulations.

F. INTENTIONALLY OMITTED

G. Cooperation and Consultation. RCI and the City and Town shall work together, in good faith, to develop regulations, standards and procedures for residential recycling programs. Such regulations, standards and procedures shall include provisions relating to the types of material to be collected, the manner of its separation and packaging, the timing of collections provided under Article III, Section 1, Paragraph A and such other matters as may be required for the safe and sanitary operation of recycling programs at the Landfill. In addition, RCI shall, at the request of the City, from time to time, assist the City in connection with planning and analysis related to waste disposal problems beyond the scope of this Agreement, such as sewage sludge disposal and composting (beyond composting as set forth in Article III, Section 1, Paragraph B). RCI shall advise and assist the City and the Town in setting up systems or methods to encourage source separation and recycling, including citizen education activities, municipal ordinances relating to flow control, waste bans and mandatory source separation and statutory initiatives.

H. INTENTIONALLY OMITTED.

I. Residential Drop Off Center. RCI will operate a residential solid waste drop off center (the "Drop Off Center") for the exclusive use of the residents of the Town on an approximately seven acre portion of the real property north of the Landfill currently owned by RCI and known as Lot 123 on the Town Assessor's Map No. 7, (the "Drop Off Center Land"). The Drop Off Center Land is located immediately adjacent to real property owned by the Town and is shown on Schedule B. RCI will permit and operate the Drop Off Center for the exclusive use of residents of the Town. RCI will be responsible for enforcing all waste bans on disposal and transfer of municipal solid waste that are adopted by the Massachusetts Department of Environmental Protection ("DEP"). In addition RCI will transfer from the Drop Off Center all such collected Town Acceptable Solid Waste for disposal, without cost to the Town throughout the duration of RCI's landfilling operations at the Landfill and the Additional Land. The Town shall pay RCI the monthly fee computed in accordance with Schedule A which is attached hereto and incorporated by reference herein to operate the Drop Off Center. The amount of such fee

shall be credited on a monthly basis against the Town Host Community Payment otherwise due under Article V, Section 1, Paragraph A of the Agreement. The Town reserves the right at any time to operate the Drop Off Center with thirty days prior written notification to RCI. The Town may direct RCI to transfer ownership of the Drop Off Center and Drop Off Center Land to the Town at any time during the term of this Agreement. In the event that the Town notifies RCI of its intent to operate the Drop Off Center, RCI will provide roll off boxes for the Town's use at the Drop Off Center and RCI shall continue to pick up from the Drop Off Center all such collected Town Acceptable Solid Waste for disposal without cost to the Town throughout the duration of RCI's landfilling operation at the Landfill and the Additional Land and the Town shall then become responsible to enforce all waste bans on disposal and transfer of solid waste that are adopted by DEP.

2. Management and Closure of Landfill.

A. INTENTIONALLY OMITTED.

B. Closure. RCI shall be responsible for all closure activities which occur or are required by state or federal regulations to be performed during the term or prior to the termination of this Agreement. Closure activities shall apply to the existing Landfill area and to all additional areas, including the Additional Land, utilized by RCI during the term of this Agreement; provided, however, that RCI shall not be required to provide closure beyond that which is required for then existing and working areas of the Landfill as of the date of this Agreement terminates, except for a termination by the City upon an Event of Default by RCI pursuant to Article XI, Section 2, Paragraph B hereof. RCI shall not be required to provide final closure and cap to any area of the Landfill which continues to be used for disposal of waste as explicitly allowed under then existing permits and approvals as of the termination of this Agreement and RCI will be responsible for post-closure monitoring activities at the Landfill and the Additional Land for thirty (30) years from closure, or such other period authorized by applicable law.

C. Limitations. The City acknowledges that its use of the Landfill antedates RCI's involvement and that RCI's responsibilities hereunder are based on the assumption that the Landfill has not been used other than for the disposal of municipal solid waste and commercial and industrial waste under then applicable laws, regulations and permits. RCI acknowledges that it operated and managed the Landfill for eight years prior to the Effective Date and agrees that its responsibilities and obligations hereunder shall not be excused for any reason on account of its prior actions or omissions.

ARTICLE IV
DISPOSAL FEES

1. Base Fee for City Waste.

For each ton of City Acceptable Solid Waste delivered by or on behalf of the City to the Landfill up to an aggregate limit of 25,000 tons per year, the City shall pay to RCI the sum of \$38.00 per ton (the "Base Fee"). The Base Fee shall be adjusted annually on July 1st, commencing July 1, 2010, by fifty percent (50%) of the increase (or decrease) over the preceding twelve months in

the Consumer Price Index for Urban Wage Earnings and Clerical Workers (CPI-W), Boston, Massachusetts, all items, (1982-84 = 100) and any successor indexes thereto. For each ton of City Acceptable Solid Waste delivered by the City to the Landfill and/or the Additional Land in excess of the limits stated in this paragraph up to any legal limit imposed on Landfill and/or the Additional Land operations by state or federal regulations, the City shall pay to RCI an amount per ton equal to the average per ton amount charged by RCI during the period of the overage to commercial haulers without long-term contracts with RCI. The City shall be charged the same amount per ton of City Acceptable Solid Waste regardless of the method of disposition or disposal chosen by RCI and regardless of whether that method requires additional handling and processing in connection with any recycling or composting operation. RCI's sole compensation for such additional handling and processing shall be from RCI's sale or other utilization of the resulting material. Material collected by RCI as part of curb-side collection of recyclables from residential properties in the City shall be charged to the City at the disposal fee paid by the City for disposal of City Acceptable Solid Waste hereunder, and shall not be included in the quantity of City Acceptable Solid Waste which may be delivered at the Base Fee. RCI shall impose no additional charge or fee on the City or on the owner or occupant of any residential property for curb-side collection of such recyclable material. Notwithstanding the foregoing, continuing for such time as RCI is accepting Acceptable Solid Waste for landfilling upon the Landfill or the Additional Land, RCI shall, to the extent authorized by law, permit each resident of the City to transport to the Landfill or the Additional Land in a non-commercial vehicle City Acceptable Solid Waste and residentially generated and separated recyclables (specifically the following residentially generated recyclables that are banned from solid waste landfill disposal by Massachusetts DEP as of August, 2003: recyclable paper, aluminum containers, metal or glass containers, white goods, leaves and yard waste, lead batteries, cathode ray tubes, and tires, and to the extent acceptance at the Landfill or Additional Land is authorized by law, used motor oil and paint) from his/her own household on two designated days each week, and RCI will accept such City Acceptable Solid Waste and recyclables for disposal or recycling without charge. City residents transporting such materials to the Landfill or the Additional Land will be required to show proof of residency at the Landfill to participate in this drop-off program. At such time that RCI no longer accepts material for landfilling upon the Landfill or the Additional Land on a permanent basis, RCI shall convey to the City for nominal consideration (i.e., \$1.00) a fee ownership interest in any active portion of the drop-off area owned by RCI that is necessary for the continuation of this program by the City.

2. No Fee for Town Acceptable Solid Waste.

During such time as RCI is accepting Acceptable Solid Waste for landfilling upon the Landfill or the Additional Land, the Town shall not be charged any amount for the collection by RCI or its subcontractor of recyclables from residential properties in the Town, or for the disposal of Town Acceptable Solid Waste in accordance with the provisions of Article III, Section 1, Paragraph A above.

3. Additional Fees for Special Services.

From time to time the City may request in writing that RCI perform special services, related to but beyond the scope of this Agreement, such as providing sewage sludge disposal or composting (beyond composting as set forth in Article III, Section 1, Paragraph B). In response

to such written requests under this paragraph, RCI shall meet with the City Health Director and shall make good faith efforts to assist the City with the specifications of such request and in evaluating its potential cost. Thereafter, if the City elects to proceed and so informs RCI in writing, RCI shall prepare a specific plan showing how it proposes to implement such request and the estimated cost thereof, together with an RCI proposal on how the cost might be paid or recovered. Payment or recovery methods to be proposed by RCI may include but are not limited to payment by the City directly, payment over time through adjustments to the disposal fee, offset against additional benefits to RCI such as permission to increase landfilling of waste tonnage from other sources beyond the limits of Article III, Section 1, Paragraph C. The City may accept the RCI proposal, which acceptance shall be in writing signed by the City Health Director, whereupon RCI shall carry-out the requested action and the City shall pay in accordance with the RCI proposal; or the City may reject the RCI proposal and either discontinue the request or ask RCI to provide an additional proposal.

4. Invoice and Payment.

A. Monthly Invoice and Report. RCI shall submit to the City a monthly invoice showing the tonnage of City Acceptable Solid Waste delivered during the month in question and calculating the amount due to RCI from the City as a disposal fee on account thereof. Said invoice shall be accompanied by a report showing total solid waste management activities for the month in question and for the year to date, including (i) tonnage of waste delivered by type or source, (ii) estimated or actual disposition among recycling, composting and landfilling operations, (iii) amounts of recycled materials or compost sold or otherwise disposed of, (iv) the City Host Community Fee, (v) Town Host Community Fee, and (vi) such other information concerning Landfill, recycling and composting operations and expenses as the City may reasonably request. The disposal fee due on each monthly invoice shall be the base fee and any special fees calculated as provided in Section 3 of this Article as reduced by the City Host Community Fee as calculated as provided in Article V.

B. Monthly Payment. The City shall pay all monthly invoices within forty-five (45) days of receipt. Any invoice not paid within forty-five (45) days shall bear interest at RCI's marginal borrowing rate, from time to time, not as a penalty but as compensation for the cost of money to RCI.

C. Annual Accounting and Report. Within ninety (90) days of the end of each calendar year, RCI shall prepare and deliver to the City and Town an annual report which shows in detail all Landfill, recycling and compositing activities, total quantities and sources of waste disposed, City changes and City and Town Host Community Fees for the preceding year, a topographic survey, updated annually, showing the active Landfill area used for waste disposal during the previous year, and an annual update of RCI's projections for remaining landfill cell operating life and site disposal capacity, together with the annual solid waste report filed with the Massachusetts Department of Environmental Protection. The City and/or the Town shall have the right at any time upon written notice to audit the books and records of RCI at the Town's or City's cost. Upon receipt of such notice, RCI shall cooperate fully with the City and/or the Town and its auditors and shall make available to such auditors during such audit all of its books and records and its responsible financial officers and employees at its offices in Foxboro, Massachusetts during its regular business hours.

ARTICLE V
HOST COMMUNITY FEES AND EQUITY PARTICIPATION

1. Host Community Fees.

A. Town Host Community Payment. RCI will pay to the Town monthly, forty-five days in arrears, an amount equal to the greater of (1) or (2) below plus amounts due under (3) and (4):

(1) (a) for the first 7,800 tons of Acceptable Solid Waste disposed of in the Landfill and/or the Additional Land in the preceding month, a payment equal to 100% of the payments in lieu of taxes as set forth in G.L. c. 16, Sec. 24A, as amended through April 1, 1994, but with continuing annual percentage increases therein provided (the applicable per-ton rate is \$2.68 per ton as of the Restatement Effective Date); plus (b) for all tonnage in excess of 7,800 tons of municipal solid waste disposed of in the Landfill and/or the Additional Land in the preceding month, a payment computed at 160% of the per-ton rate assessed on the first 7,800 tons; or, in lieu of the foregoing, such other payment as may be agreed to between RCI and the Town, with the consent of the City, but based solely upon the tonnage of Acceptable Solid Waste deposited in the Landfill and/or the Additional Land. For the purposes of this Section 1, Acceptable Solid Waste of the City of Fitchburg and the Town of Westminster shall not be included in making the foregoing calculations; or

(2) one twelfth (1/12) of a base annual fee (the "Town Base Host Fee"), which shall be one hundred eighty nine thousand one hundred thirty four and 48/100 dollars (\$189,134.48) as of the Restatement Effective Date increased by the same percentage increase applicable to the payment in lieu of taxes established in G.L. c.16, §24A (the index being the percentage increase of the Boston Consumer Price Index for all urban consumers for the twelve month period ending the previous October first; and

(3) an amount equal to \$11.43, as of the Restatement Effective Date (the "Supplemental Town Benefit") multiplied by the number of tons of Acceptable Solid Waste (excluding Town and City Acceptable Solid Waste) landfilled upon the Landfill and/or the Additional Land in excess of 500 tons per day and up to 950 tons per day, calculated on a monthly average, such amount to be adjusted annually on July 1 each year commencing on July 1, 2010 to reflect fifty (50) percent of the increase (or decrease) over the preceding year in the Consumer Price Index for Urban Wage Earnings and Clerical Workers (CPI-W), Boston, Massachusetts, all items or any equivalent successor index thereto agreed to by the parties; and

(4) an amount equal to \$8.03 per ton (the "Additional Supplemental Town Benefit") multiplied by the number of tons of Acceptable Solid Waste (excluding Town and City Acceptable Solid Waste) landfilled upon the Landfill and/or the Additional Land in excess of 950 tons per day, calculated on a monthly average, such amount to be adjusted annually on July 1 of each year to reflect fifty (50) percent of the increase (or decrease) over the preceding year in the Consumer Price index for Urban

Wage Earnings and Clerical Workers (CPI-W), Boston, Massachusetts, all items, or any equivalent successor index thereto agreed to by the parties.

(5) No amount under subparagraphs (1) through (4) above shall be paid for any share of revenues from the receipt of earthen or processed material for use as daily or intermediate landfill cover.

(6) In addition to the payments set forth above, RCI will pay to the Town monthly, forty-five (45) days in arrears, the amount equal to the result of the following calculation:

\$20,830.83/month

Provided that:

On September 1, 2012, such payments will increase to \$33,333 per calendar month, which payments shall continue for such time as RCI is accepting Acceptable Solid Waste for landfilling upon the Additional Land.

The amounts so paid will be used by the Town exclusively for the funding of residential waste collection, drop-off, removal, disposal and recycling services for residents of the Town.

In consideration of the foregoing, the Town expressly waives and relinquishes any right or claim to any payment under G.L. c.16, S24A, as amended from time to time, or otherwise for any fee, payment or tax based upon the reclaiming, recycling, composting, sorting, treatment or other form of processing of solid waste at the Landfill, Additional Land or any other facilities utilized by RCI for the purposes of this Agreement

B. City Host Community Payment. RCI will pay to the City a fee ("City Host Community Fee") equal to the greater of (1) or (2):

(1) Host Community Fees.

(i) The quantity of (i) tons of Acceptable Solid Waste (excluding City Acceptable Solid Waste and Town Acceptable Solid Waste), which is disposed of by landfilling at the Landfill multiplied by (ii) the monthly average tipping fees for the month in question charged by RCI or its affiliate for landfill disposal of waste supplied by commercial haulers at the Landfill or Additional Land and the landfill operated by it in Barre, Massachusetts, multiplied by (iii) ten percent (10%); plus (iv) four (\$4.00) dollars for each ton of Acceptable Solid Waste over three hundred (300) tons per day disposed of by landfilling at the

Landfill or the Additional Land up to five hundred (500) tons of Acceptable Solid Waste per day calculated on a monthly average;

- (ii) an amount equal to \$4.09 as of the Restatement Effective (the "Supplemental City Benefit") multiplied by the number of tons of Acceptable Solid Waste (excluding Town and City Acceptable Solid Waste) landfilled upon the Additional Land in excess of 500 tons per day up to 950 tons per day, calculated on a monthly average;
- (iii) an amount equal to \$8.06 per ton as of the Restatement Effective Date (the "Additional Supplemental City Benefit") multiplied by the number of tons of Acceptable Solid Waste (excluding Town and City Acceptable Solid Waste) landfilled upon the Landfill and Additional Land in excess of 950 tons per day, calculated on a monthly average; and
- (iv) the amount of \$8,333.33, representing a sharing of anticipated revenues from the receipt of earthen or processed material for use as daily or intermediate cover, provided that such amount will be reduced to \$4,166.66 for any calendar year following a year in which RCI's use of earthen or processed material for daily or intermediate cover drops below fifteen (15) percent, by weight, of total Landfill receipts of Acceptable Solid Waste.

The Supplemental City Benefit and the Additional Supplemental City Benefit shall be adjusted annually on July 1st commencing July 1, 2010 to reflect fifty (50) percent of the increase (or decrease) over the preceding year in the Consumer Price Index for Urban Wage Earnings and Clerical Workers (CPI-W), Boston, Massachusetts, all items, or any equivalent successor index thereto -agreed to by the parties; or

- (2) one twelfth (1/12) of a base annual fee (the "City Base Host Payment"), computed in accordance with the following:

The City Base Host Payment which shall be \$302,615.16, as of the Restatement Effective Date increased by the same percentage increase applicable to the payment in lieu of taxes established in G.L. c.16 § 24A (the index being the percentage increase of the Boston Consumer Price Index for all urban consumers for the twelve month period ending in the previous October first).

In consideration of the foregoing, the City expressly waives and relinquishes any right or claim to any payment under G.L. c.16 § 24A, as amended from time to time, or otherwise for any fee, payment or tax based on the reclaiming, recycling, composting, sorting, treatment or other form of processing of solid waste at the Landfill, Additional Land or any facilities utilized by RCI for the purposes of this Agreement.

Such payment will be made monthly as a credit against amounts due from the City to RCI and if no amount is due from the City to RCI such payment will be made by RCI at the time that the monthly statement and report is submitted.

2. INTENTIONALLY OMITTED.
3. INTENTIONALLY OMITTED.
4. Scalemaster.

RCI shall pay to the City a sum equal to the annual salary of the scalemaster. This sum shall be paid in monthly installments or at such other times as the City and RCI may agree upon. Payment of this sum shall not alter the employer - employee relationship between the City and its scalemaster, nor shall such payment make the scalemaster the employee of RCI.

ARTICLE VI SITE RETURN; OPTION; ADDITIONAL FACILITIES.

1. Return of Site.

At the end of the term of this Agreement, RCI shall return the Landfill to the City free and clear of all liens suffered by or on account of RCI during the term of the Agreement, except for accrued closure liability which is divided between the City and RCI and for which provision is made in Article III, Section 2, Paragraph B. If the Landfill has remaining capacity, it may be returned in condition suitable for continuing solid waste disposal operations and in a state of intermediate closure consistent with such continuing use as required by Article III, Section 2, Paragraph B. RCI shall be entitled to remove all personal property and equipment acquired by it and used at the Landfill; provided that RCI shall not remove any equipment required to be left in place to meet the requirements of any state or federal law, regulation or permit. Any property not removed shall become the property of the City.

2. Restrictive Covenant and License.

RCI covenants and agrees that during the term of this Agreement the Additional Land shall be used solely for the purposes of disposing, recycling and composting of Acceptable Solid Waste, and recyclable and compostable materials pursuant to this Agreement and activities ancillary thereto and RCI grants an irrevocable license to the City and Town, at no cost, to use the Additional Land for such purposes. RCI has recorded in the Northern Worcester Registry of Deeds, a restrictive covenant and a license to the foregoing effect in Book 2173, Page 244 and to be recorded with respect to the balance of the Additional Land.

3. Option.

The City shall, upon termination of this Agreement for any reason, including, without limitation, under Article VIII or Article XI, have an option to take title to all, but not part, of the Additional Land for a purchase price of one hundred dollars (\$100). The City shall advise RCI in writing of its exercise of such option prior to or immediately after the termination of this Agreement. If, at any time, RCI proposes to sell all or any part of the Additional Land (subject to the restrictive covenant) it shall first offer the same to the City on the same terms and conditions as those offered by the proposed purchaser thereof. The City shall have thirty (30) days within which to accept or reject such offer and six (6) months in which to purchase the Additional Land. Because the availability of the Additional Land for the purposes of this Agreement is an important consideration to the City in entering into this Agreement, RCI shall not, in any case, sell or otherwise dispose of the Additional Land during the term of this Agreement without the prior consent of the City. To implement this paragraph, RCI has entered into with the City a separate, recordable option and right of first refusal agreement recorded in the Northern Worcester Registry of Deeds, Book 2173, Page 235 and to be recorded with respect to the balance of the Additional Land. This Section shall not apply to the Drop Off Center Land if, or to the extent it may be, transferred to the Town pursuant to Section III (I).

4. Mortgage.

RCI has delivered a mortgage to the City on the Additional Land to secure the performance of RCI's obligations to the City, such mortgage having been recorded in the Northern Worcester Registry of Deeds in Book 2173, Page 247 and to be recorded with respect to the balance of the Additional Land.

5. Subordination of Mortgage.

RCI shall cause any mortgage on the Additional Land to be made subordinate to the foregoing rights and interests of the City and Town.

6. Other Facilities.

In the event that RCI proposes to utilize facilities not located at the Landfill or on the Additional Land for any purposes under this Agreement, RCI shall promptly notify the City of its proposal, the location of the site for such facility or facilities and the nature of the arrangements that RCI proposes to use to secure the use of such facilities (by ownership, lease, contract or other method). RCI's utilization of such facilities shall be subject to the grant to the City of restrictive covenants, licenses, options, mortgages, rights of first refusal and subordinations no less protective of the City's and Town's interests as are provided in this Article with respect to the Additional Land. In the event RCI is unable to satisfy the requirements of this Article for such facilities in a manner acceptable to the City, it shall not use such facilities.

ARTICLE VII
RULES OF OPERATION

1. Delivery of Waste.

A. By the City. The City shall take steps to assure that all City Acceptable Solid Waste is delivered to the Landfill in trucks capable of mechanically unloading directly into the working face of the Landfill or at such other location as RCI shall direct (as, for example, in the case of trucks delivering recyclable or compostable material). All such waste shall be carried in covered or closed vehicles such that it shall not spill or blow at or onto the Landfill and the surrounding area. Every truck delivering City Acceptable Solid Waste shall be clearly marked to identify the waste as City Acceptable Solid Waste or the driver thereof shall have and shall surrender to RCI some authorization or identification documents reasonably acceptable to RCI. The City shall take all reasonable steps to assure that only Acceptable Solid Waste is delivered by it or on its behalf. The City shall bear the cost of any damage, clean-up costs or legal liability which results from a delivery by it of waste from City departments and authorities which is not Acceptable Solid Waste.

B. By the Town. RCI shall allow the Town to transport to the Landfill and/or the Additional Land for reuse as daily or intermediate cover or other permitted uses, at no cost to the Town, all street sweepings and catch basin collections generated by the Town's Department of Public Works from locations within the Town, subject to reasonable rules imposed by RCI. RCI shall not accept, and the Town shall not deliver, any catch basin collections that are generated from a combined sewer overflow system.

The Town shall bear the cost of any damage, clean-up costs or legal liability which results from the delivery by it of waste from Town departments and authorities which is not Acceptable Solid Waste.

C. By Others. RCI shall take steps to assure that all waste not subject to Paragraph A or Paragraph B of this Section 1 is delivered in appropriate vehicles and is covered or contained in such manner that it will not spill or blow onto City or Town streets, roads or other property until properly unloaded at the Landfill or any recycling facility. RCI shall take all necessary steps to assure that no waste which is not Acceptable Solid Waste is delivered to the Landfill. RCI shall bear all costs incurred from a failure to comply with this paragraph without recourse to the City or Town.

2. Scales and Weight Records.

RCI shall operate and maintain motor truck scales of an accuracy consistent with state law to weigh all vehicles delivering Acceptable Solid Waste to the Landfill. The City shall provide one or more scale masters, each of whom shall be bonded as to the faithful performance of the duties herein stated, to oversee the operations of such scales at all times when RCI is receiving Acceptable Solid Waste under the terms of this Agreement. Each incoming truck and the container provided for collection of Town Acceptable Solid Waste shall be weighed and gross weight, tare weight, time, truck identification, type of waste, hauler, source (which shall

distinguish between from within the City and the Town and identify, to the extent such information is reasonably available to RCI, the generators thereof) and disposition of waste (recycling, composting or landfilling and location, by cell, within the Landfill) shall be noted on a weight record. Such records shall be the basis for the monthly and annual reports required by this Agreement. RCI shall maintain records of Town Acceptable Solid Waste delivered by Town inhabitants estimating the quantities of waste delivered by cars and trucks and not weighed. RCI shall likewise establish weight records for all recycled material sold or otherwise transported off of the Landfill for reuse if weight is the basis for such sale or other disposition and in all other cases if it is reasonably practical to do so.

3. Environmental Impact.

A. Hours of Operation. RCI shall establish open hours after consultation with the City Health Director and the Town Board of Health but RCI shall not accept deliveries at the Landfill or at any recycling or composting facility prior to six in the morning or after six in the evening Mondays through Saturdays or at any time on Sundays unless the City Health Director shall consent thereto in writing for specific cases involving weather or other emergencies.

B. Odors. RCI shall operate the Landfill, all related facilities many recycling and composting facilities in such a manner as to minimize odors and as required by applicable laws, regulations, orders and permits. RCI shall take reasonable steps, consistent with state-of-the-art practice in the waste handling industry, to avoid any offensive odors from the Landfill or any recycling or composting facilities being detectable at off-site locations. RCI shall not permit or maintain conditions which cause odors from the Landfill or any recycling or composting facilities to constitute a common law nuisance.

C. Noise. RCI shall operate the Landfill and all related facilities and any recycling and composting facilities in such a manner as to minimize noise detectable off-site and as required by applicable laws, regulations, orders and permits. All internal combustion engines whether powering moveable or permanently placed equipment shall be equipped with operating exhaust mufflers at least equal to the original equipment mufflers supplied with such equipment. Any blasting or other use of explosives shall be conducted only under appropriate permits relating thereto and after notification of the City Health Director and the Town Board of Health. RCI shall not permit or maintain conditions which cause noise from Landfill or any recycling or composting facilities operations to constitute a common law nuisance.

D. Vectors. RCI shall operate the Landfill, all related facilities and any recycling and composting facilities in such a manner as lawfully to minimize the presence of rodents, noxious insects and other vectors and as required by applicable laws, regulations, orders and permits. With respect to enclosed spaces, such operations shall include active measures to exclude or exterminate the same. With respect to exterior spaces, including the areas where waste has been or is being landfilled, such operations shall include the use of daily cover over all waste, intermediate cover on areas temporarily unused and prompt final cover and capping in accordance with the operating plans for the Landfill as approved by the appropriate state body.

4. Compliance with Law and Permits.

RCI shall operate the Landfill, all related facilities and any recycling and composting facilities in compliance with all applicable state and federal laws; regulations and permit requirements and all requirements of the site assignment for the Additional Land issued by the Westminster Board of Health, dated February 26, 2002, and the use, earth removal and frontage variances issued to RCI by the Westminster Board of Zoning Appeals, approved on December 5, 2000.

5. Inspections.

RCI expressly agrees that the City Health Director or his designee and the Town Board of Health or its designee shall have the right of access to and entry upon the Landfill and any recycling and composting facilities to inspect without the necessity of advance notice. Other City and Town officials may make reasonable visits to the Landfill and any recycling and composting facilities during hours, when such facilities are open to receive waste and materials, after notifying RCI and making an appointment to do so. All visits or inspections shall be conducted in such a manner as does not interfere with RCI's operations and in compliance with all reasonable safety rules adopted by RCI. This paragraph shall not be in derogation of the right of any public official to carry out any public duty in accordance with any applicable law, including City and Town health officials acting under Chapter 111 of the Massachusetts General Laws, or otherwise. RCI expressly agrees that the Town shall have the right, at its sole cost and expense, to use a Town employee acting under the direction of the Town's Board of Health, monitor the scalehouse at the Landfill and the Additional Land.

6. Material, Labor, Equipment and supplies.

RCI shall, at its sole expense, provide or make provision for all material, labor, equipment and supplies which are necessary for RCI to carry out its obligations to the City and Town hereunder.

7. Location of Waste.

In the event that RCI receives information from a credible source that hazardous waste or substances or other materials that may not lawfully be disposed of in the Landfill have been delivered to the Landfill, RCI shall use all reasonable efforts to (a) locate and remove such waste from the Landfill and dispose of such waste in a lawful manner and (b) identify the generator of such waste and to recover all costs, expenses and damages that may be incurred by RCI or the City as a result of the delivery of such waste.

ARTICLE VIII
CHANGE IN LAW; UNFORESEEN CIRCUMSTANCES

1. Change in Law; Unforeseen Circumstances.

A. This Agreement is entered into on the basis of law, regulations, permit terms, conditions, facts and expectations as of the Effective Date. If there shall be adopted any new state, federal or local constitution, law, regulation, rule, ordinance, standard or permit condition applicable to the Landfill or the Additional Land or to any operation or program contemplated by this Agreement, or if there shall be any change,

amendment, expansion or change of interpretation or application of the same, which are beyond the reasonable control of RCI and not the result of the willful or negligent action or lack of reasonable diligence of RCI (hereafter a "Change in Law"), which shall materially and adversely affect the cost to RCI of design, engineering, or operation of the Landfill or the Additional Land or any operation or program required by this Agreement, then RCI shall be entitled to adjust the fees, charges and other compensation hereunder to offset such increased cost.

B. If there shall occur any other Unforeseen Circumstances, as defined below, which are beyond the reasonable control of a party to this Agreement and are not caused by the intentional or negligent act or lack of reasonable diligence of such party and which adversely affect, the performance by such party of its obligations hereunder then such party shall be excused from performance hereunder for the time necessary to alleviate such Unforeseen Circumstance and if, RCI is the affected party, it shall be similarly entitled to adjust the fees, charges and other compensation hereunder to offset such adverse effect. For purposes hereof, Unforeseen Circumstances shall mean an act of God (except for weather conditions normal for the geographic area), earthquake, flood, fire or similar casualty, an act of a public enemy, war blockade, insurrection, riot, general arrest or restraint of government or people, civil disturbance or any similar occurrence.

C. In no event shall any adjustment under Paragraphs A and B above to the fees, charges and other compensation payable to RCI by the City hereunder exceed on a per ton basis an amount equal to fifty percent (50%) of the average per ton adjustment charged by RCI on account of such Change in Law or Unforeseen Circumstance to all other persons and entities (other than the Town) delivering waste to RCI for the similar affected service.

2. Implementation.

RCI shall promptly give notice to the City Health Director of any Change in Law or Unforeseen Circumstance that may be responsible for any change, RCI's estimate of the impact thereof, RCI's proposal to accommodate the same, insurance proceeds, if any, available to cover such costs, and RCI's proposal for an adjustment to fees, charges and other compensation as permitted by Section 1 above. Said notice shall be specific as to the costs which would have been incurred by RCI been in the absence of such event or circumstance and the reasons, and extent of the cost adjustment required. RCI shall take all reasonable steps necessary or appropriate to mitigate the cost adjustment that may be required. RCI shall in good faith negotiate with the City Health Director concerning such proposal. If the Health Director does not object, in writing stating the reasons for such objection, to any proposal made under this Section within twenty-one (21) days, RCI shall be entitled to implement the proposal. If the Health Director does so object, RCI may, at its option, submit a revised proposal and thereby restart the review period.

3. Actions by RCI.

RCI may at any time take steps to accommodate, permanently or on a temporary basis, any event which is the subject of Section 1 of this Article, before or after submitting a proposal and before or after obtaining an adjustment by City agreement or by arbitration. It is acknowledged by the

City that RCI may need to act quickly to avoid non-compliance with applicable law or to remedy the consequences of Unforeseen Circumstances. Such steps shall not compromise RCI's ability to act under Section 2 of this Article nor shall such steps create any presumption of appropriateness for purposes of City agreement or any arbitration decision. If RCI takes steps prior to the conclusion of the process outlined in Section 2 of this Article, it shall do so at its own risk that the City shall agree to an adjustment or that an arbitration shall be resolved favorably to RCI. On the other hand, if the City does so agree or an arbitration is resolved favorably to RCI, the costs incurred by RCI in connection with taking such steps shall be reimbursed retroactively in accordance with such agreement or resolution.

4. Termination.

If an event described in Section 1 of this Article has occurred and if RCI shall determine in the exercise of good faith and as a matter of sound business judgment that, as a result of such event described in Section 1 of this Article, it cannot operate the Landfill without incurring net losses, RCI may terminate this Agreement without liability of any party to the other by giving six (6) months written notice to the City Health Director of its intention to do so. Such notice shall be deemed given only if it is accompanied by a full explanation of the event, its consequences to the Landfill operations and the reasons why RCI has determined that termination is necessary. If RCI has given notice as required by Section 2 of this Article, the City may, prior to the time when RCI is entitled to implement its proposal pursuant to said Section 2, terminate this Agreement without liability of any party to the other by giving six (6) months written notice to RCI of its intention to do so if, and only if, the result of implementation of the RCI proposal will be to cause the City to pay a per ton disposal fee which is in excess of the lesser of (i) fifty (50%) percent of the least costly disposal alternative then available to the City and (ii) \$60 per ton (as adjusted from the Effective Date by the Consumer Price Index in the same manner as the Base Fee under Article IV, Section 1, except from the Effective Date). At the request of either party, the other party will negotiate in good faith to attempt to find a mutually acceptable basis for continuing this Agreement or for other disposal options for City Acceptable Solid Waste. If RCI shall exercise its option under this Section, RCI shall not thereafter for a period of two years conduct any business similar to the businesses conducted at the Landfill prior to such termination at any location within fifteen (15) miles of the Landfill. In addition, RCI shall make all reasonable efforts to accommodate the disposal of Acceptable Solid Waste delivered by or on behalf of the City at other disposal facilities operated by RCI at a cost to the City which is not in excess of the cost to the City of utilizing the Landfill and this obligation of RCI to the City shall continue at the option of the City for any period up to the termination date of this Agreement as stated in Article X. If the total legally permitted capacity of the Landfill and the Additional Land has been utilized and no application which has not been denied by the appropriate government agency for additional capacity, expansion or extension is pending, either RCI or the City may by notice to the other terminate this Agreement as of the date of such notice without liability of either party to the other party or any other party hereto and without any other responsibility or duty hereunder.

ARTICLE IX INSURANCE

1. Types and Amounts.

RCI shall obtain and cause to be maintained during the term of this Agreement, at RCI's expense, such insurance as is customary and prudent in the waste disposal and handling industry, including insurance covering worker's compensation, public liability, personal injury and property damage and shall be reasonably satisfactory to the City based upon prevailing industry standards. All insurance shall be carried with responsible insurance companies of recognized standing which are well rated by national rating organizations.

2. Policies.

All insurance shall be on usual commercial terms and written by insurers of recognized financial standing. Insurance may be carried on a blanket basis with insurance covering other RCI activities and facilities and may provide for commercially reasonable deductibles and exclusions. RCI shall deliver to the City certificates of all policies for insurance and any policy amendments and policy renewals. Each policy shall provide that the policy, coverage thereunder and deductibles shall not be amended, modified, cancelled or terminated without thirty (30) days prior written notice to the City. RCI shall promptly give the City copies of all notices and claims of loss and any documentation or correspondence related to such losses.

3. City and Town as Additional Insureds.

All policies except insurance for worker's compensation shall include the City, as owner of the fee title to the Landfill, and Town, as its interests may appear, as additional insureds except that all obligations of the insured, including the obligation to pay premiums, shall be the sole obligations of RCI.

ARTICLE X TERM

1. Term and Notice of Termination.

This Agreement shall continue for a period of time that is equal to that required to exhaust Existing Permitted Capacity at the Landfill and Additional Land. Within three hundred and sixty five (365) days of the estimated exhaustion of Existing Permitted Capacity, RCI shall provide written notification to the City and Town and during the final year of this Agreement the City and Town shall be entitled to reduce the per day tonnage back to not less than 500 tons per day under the terms and conditions of the Agreement.

2. Extension.

At any time during the final year of this Agreement either the City and Town, on the one hand, or RCI on the other hand, may request that the other enter into negotiations concerning an

extension hereof to create additional Landfill capacity beyond that associated with Existing Permitted Capacity, with or without amendments. Such other party shall meet with the requesting party and shall negotiate in good faith concerning terms and conditions for any extension or shall state reasonable business reasons why it is not willing to do so. Neither party shall be required to continue this Agreement beyond its stated term.

ARTICLE XI DEFAULT AND REMEDIES

1. Remedies.

In the event that any party hereto shall not perform its obligations hereunder, the other parties may exercise any and all rights and remedies available to them at law or in equity, including the remedy of specific performance, provided that this Agreement shall not be terminated except as provided herein.

2. Events of Default.

A. Termination Rights. If an Event of Default, as described in this Section 2 has occurred with respect to a party, and such Event of Default shall be continuing, the City or RCI shall have the right but not the obligation to terminate this Agreement by giving to the other written notice of its intention to terminate, and thereupon this Agreement shall terminate and be of no further effect. All rights of the parties accrued prior to the date of such termination shall continue, but no additional obligations shall accrue on either account. During the pendency of any default or breach by RCI and until such time thereafter as the title to the Additional Land, shall vest in the City pursuant to the exercise of the option under Article VI, Section 3, the irrevocable license granted to the City and Town under Article VI to use the Additional Land shall continue in full force and effect. Regardless of which party is in default or which party elects to terminate hereunder, upon termination, RCI immediately shall surrender the Landfill and transfer the Additional Land to the City as provided in Article VI. The Town acknowledges and agrees that (i) only the City may terminate this Agreement upon and following an Event of Default by RCI and that the City may terminate RCI without the consent or approval of the Town and (ii) the Town's remedies upon an Event of Default by RCI shall be limited to City or RCI enforcing its rights under this Agreement (specifically or by damages) or withdrawing from this Agreement and the Town shall not have the right to terminate RCI.

B. Events of Default by RCI Giving Rise to Termination Rights. Each of the following shall constitute an Event of Default by RCI giving rise to a right of termination in the City as provided in Paragraph A of this Section 2 and to the rights of the Town specified therein:

(1) the failure of RCI to perform or observe any material representation, covenant or provision under this Agreement, including providing for disposal of City Acceptable Solid Waste or Town Acceptable Solid Waste in accordance with this Agreement; provided, that RCI shall have been given notice by the City or Town of such failure and RCI shall not have promptly undertaken and continued with due diligence all actions necessary and appropriate to correct such failure and shall have not corrected such failure within ninety (90) days of the notice;

(2) the commencement by RCI or the Guarantor of any voluntary proceeding in bankruptcy under federal law or any act by RCI seeking similar relief from its debts or protection from its creditors under state law or if RCI or the Guarantor is unable to pay its debts as they mature or admits in writing such inability to do so; or

(3) the filing of an involuntary petition against RCI or the Guarantor (or any other form of action for relief) under federal bankruptcy law, and such petition or action is not dismissed in thirty (30) days.

During the pendency of the cure period under Paragraph B(1) above, RCI shall provide to the City upon demand, such documentation and reports as may be requested by the City to demonstrate that RCI is undertaking with due diligence all actions necessary to cure RCI's breach. The failure to provide such information shall constitute an Event of Default giving rise to a right of termination by the City under Paragraph A of this Section 2.

C. Defaults by the City Giving Rise to Termination Rights. Each of the following shall constitute a default by the City giving rise to a right of termination in RCI as provided in Paragraph A of this Section 2:

(1) the failure of the City to perform or observe any material representation, covenant or provision under this Agreement, including to make payment when due of the fee provided in Article IV, Section 1; provided, that the City shall have been given written notice by RCI of such failure and the City shall have not promptly undertaken and continued with due diligence all actions necessary and appropriate to correct such failure and shall have not corrected such failure within ninety (90) days of the notice;

(2) the commencement by the City of a proceeding under federal bankruptcy laws or any state law of similar import seeking relief from its debts or protection from its creditors; or

(3) the creation, by state statute or otherwise, of a receiver for the property of the City or moratorium or suspension of payment of its liabilities, or the appointment of a financial control board or other agency with the power to disavow contracts or debts of the City.

D. Default of the Town Giving Rise to Termination Rights. The failure of the Town to perform or observe any material representation, covenant or provision under this Agreement shall give rise to a right of termination in RCI as provided in Paragraph A of this Section 2; provided, that the Town shall have been given written notice by RCI of such failure and the Town shall have not promptly undertaken and continued with due diligence all efforts necessary and appropriate to correct such failure and shall have not corrected such failure within ninety (90) days of the notice.

3. Liens and Encumbrances.

RCI waives and releases any and all rights to assert any lien against the Landfill or Additional Land, if acquired by the City, for any reason whatsoever. RCI shall, at its expense, (i) discharge

any liens of any sort that attach to the Landfill or Additional Land, if acquired by the City, arising out of the activities of RCI or its subcontractors; (ii) discharge of record, by bond or otherwise, any lien or encumbrance that may be filed against the Landfill by any subcontractor; and (iii) indemnify and hold harmless the City for any injury or expense including reasonable attorneys fees, incurred by the City due to the filing of any such lien or RCI's failure to have such lien discharged.

ARTICLE XII MISCELLANEOUS

1. Guarantor.

RCI shall cause to be maintained in full force and effect through the term of this Agreement continuing Guaranty of the performance of RCI hereunder by the Guarantor in the form attached hereto.

2. Governing Law.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and the courts of Massachusetts and the federal courts sitting in Massachusetts shall be the exclusive venue for bringing and trying any suit at law or in equity arising out of this Agreement.

3. Severability.

If any part of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect unless said court shall determine that such invalidity or unenforceability is of such a material nature that the parties hereto would not have entered into this Agreement had such invalidity or unenforceability been known to them.

4. Assignability; etc.

This Agreement shall not be assignable by any party without the prior written consent of the others, except that RCI may assign this Agreement, grant a security interest in equipment and facilities utilized in providing services hereunder, and may mortgage the Additional Land, to a financial institution as security for borrowed money borrowed by RCI for the purposes of financing the construction and operation solid waste facilities required under this Agreement and for no other purpose. Prior to RCI incurring such indebtedness, each such financial institution first shall enter into an attornment agreement with the City, satisfactory to the City, providing that the financial institution shall notify the City of any default by RCI and shall accept payment from the City in the place of RCI upon any default hereunder or under the instrument evidencing such indebtedness. RCI may be sold or merged into a related company if, and only if, such company assumes in writing all of the obligations of this Agreement and the City, after reviewing all information it deems necessary or appropriate concerning the successor company, consents to such merger, which consent shall not be unreasonably withheld. RCI shall not be sold or merged into any other company, not a related company, or allow the transfer of majority control or ownership of RCI without the prior written consent of the City, which consent shall not be unreasonably withheld but may take into account (i) the experience of any successor

entity or owner in landfilling, recycling, composting, environmental engineering and other services to be provided by RCI and the Guarantor, (ii) the financial strength and capabilities of the successor entity or owner in relation to RCI's obligations and liabilities, (iii) the reputation and character of the successor entity or owner and any affiliates or associates thereof including any enforcement or criminal action or history and (iv) the continuing enforceability of the Guaranty given by the Guarantor. If RCI is not the surviving entity, and the City consents to such merger or change in control, then such surviving entity shall protect the City's rights hereunder or referred to herein through written acceptance of this Agreement, attornment or other agreements, or any combination thereof in form and substance satisfactory to the City.

5. Notices.

Notices, approvals and other acts required to be in writing hereunder shall be given in writing and shall be deemed given only when actually delivered to the other party at the address stated below. Actual delivery may be conclusively evidenced by a return receipt provided by the U.S. Postal Service. Delivery to RCI shall be made at its principal business office, to the attention of President; with a copy to Regional Counsel. Delivery to the City shall be made at its City Hall, Main Street, Fitchburg, Massachusetts 01420 to the attention of the City Health Director; with a copy to the Mayor and the City Solicitor. Delivery to the Town shall be made at its Town Hall, Westminster, Massachusetts; with a copy to the Board of Health.

6. Town Not Owner or Operator.

The parties agree that the Town shall not be deemed to be an "owner" or "operator" of the Landfill under applicable federal or state laws and regulations and to the extent that any right or provision of this Agreement may be construed to conflict with that status, said right or provision shall not be operative and shall yield to the preservation of the Town's non-owner and non-operator.

7. Counterparts.

This Agreement may be executed in multiple counterparts each, shall be a separate original agreement and all of which shall constitute one and the same agreement.

8. Amendment or Waiver.

Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by a written instrument signed by the party against whom enforcement of such change, modification, amendment or waiver is sought. Notwithstanding the foregoing, the Town acknowledges and agrees that the City and RCI may, without the Town's consent, change, modify, amend or waive any provision of this Agreement so long as the change, amendment or waiver does not affect the Town's rights hereunder.

9. City Approval or Consents.

Whenever it is permitted or required by this Agreement that an approval or consent shall be given by the City, RCI shall make written request for such approval or consent to the City Health

Director, or the successor officer thereto, and may rely upon the written response given by the City Health Director for all purposes under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names by their duly authorized officers and have caused their respective corporate seals to be hereunto affixed and attested, all as of the Restatement Effective Date.

Attest:

CITY OF FITCHBURG

[Seal]

By: 

Clerk

By: 

Mayor

Approved as to form:

Approved as to appropriation

By: 

City Solicitor

By: 

Auditor

Attest:

RESOURCE CONTROL, INC.

[Seal]

By: _____

Secretary

By: 

President

Attest:

TOWN OF WESTMINSTER
BOARD OF SELECTMAN

[Seal]

By: _____

Clerk

By: 

By: 

By: 

Attest:

TOWN OF WESTMINSTER
BOARD OF HEALTH

[Seal]

By: 

Clerk

By: 

By: 

Approved as to form by
Legal Counsel for the Town

By: _____

By: 

SCHEDULE A

The monthly fee will be comprised of (1) $1/12^{\text{th}}$ of the fixed fee cost shown on the attached (i.e., \$13,788.72) plus (2) the variable cost based on the actual Town quantities of material or terms delivered in the month multiplied by the unit prices shown in the column "Rates" on the attached.

Town of Westminster
Residential Drop Off Area
Estimated Operating Costs
June 13, 2006
Schedule A

Municipality	% Contributed
Town Westminster	100

Table of Estimated Quantities

Materials	Total Year QTY	Town QTY (2)	City QTY
Newspaper/mixed paper	183.11	183.11	-
Cardboard	138.32	138.32	-
Comingled	77.73	77.73	-
Scrap Metal	568.62	568.62	-
CFC	1671	1671.00	-
Auto Batts	1449	1449.00	-
Tires	91.63	91.63	-
CRT	93.71	93.71	-
Fluor bulbs	8794	8794.00	-
Propane Tanks	1097	1097.00	-
Antifreeze (estimated)	500	500.00	-
Mattresses	5.27	5.27	-
Paint	5	5.00	-
Waste Oil	5650	5650.00	-

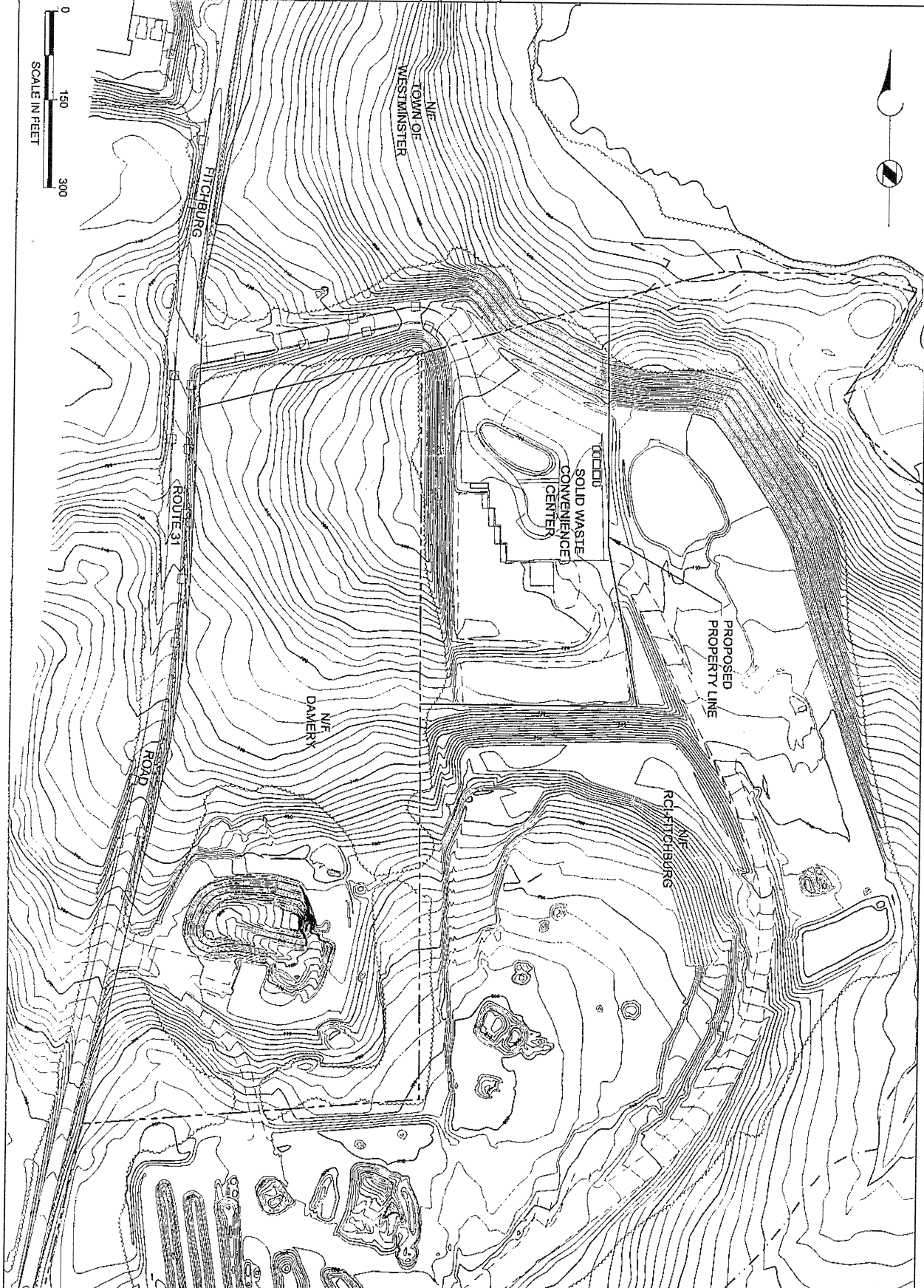
Table of Estimated Operating Costs

Material/Item (3)	Unit	Rate	Annual Town QTY	Unit Cost	Final Cost
Newspaper/mixed paper	Ton	\$0.00	183.11	\$0.00	\$10,007.17
<i>News Haul</i>	EA	\$235.00	42.58	\$10,007.17	
Cardboard	Ton	\$0.00	138.32	\$0.00	\$28,021.72
<i>Cardboard Haul</i>	EA	\$235.00	119.24	\$28,021.72	
Comingled	Ton	\$35.00	77.73	\$2,720.55	\$24,861.82
<i>Comingled Haul</i>	EA	\$470.00	47.11	\$22,141.27	
Scrap Metal	Ton	\$0.00	568.62	\$0.00	\$0.00
CFC	EA	\$18.00	1,671.00	\$30,078.00	\$30,078.00
Auto Batteries	EA	\$0.00	1,449.00	\$0.00	\$0.00
Tires	Ton	\$110.00	91.63	\$10,079.30	\$15,271.67
<i>Tire Haul</i>	EA	\$170.00	30.54	\$5,192.37	
CRT	Ton	\$340.00	93.71	\$31,861.40	\$31,861.40
Fluor bulbs	LF	\$0.13	8,794.00	\$1,143.22	\$1,143.22
Propane Tanks	EA	\$2.00	1,097.00	\$2,194.00	\$2,194.00
Antifreeze (estimated)	Gal	\$0.50	500.00	\$250.00	\$250.00
Mattresses	Ton	\$100.00	5.00	\$500.00	\$500.00
Paint	Cubic Yard	\$375.00	5.00	\$1,875.00	\$1,875.00
Waste Oil	Gallon	\$0.25	5,650.00	\$1,412.50	\$1,412.50
Sub-Total Variable Cost					\$147,476.51
Fixed Cost Summary Breakdown refer to "notes 3 thru 9"					
Sub-Total Fixed Cost					\$165,440.60
Total Variable/Fixed					\$312,917.11
Contingency (25%) =					\$78,229.28
Total Costs,rounded =					\$391,000

Notes:

1. Unless shown seperately, all material costs include transportation.
2. Turning the compost pile is assumed to require 2 hrs/wk for 39 wks/yr. The cost does include equipment capital costs.
3. Plow/sanding is assumed to require 15 events/yr. The cost does not include equipment capital costs.
4. Third Party Engineer Inspection as required by MA DEP Regulation
5. Permit Oversite - Waste Management Compliance Inspections, Hauling Logistics & Oversite, Engineering, Permit Condition Review, CYCLE
6. Direct Labor - Per hour cost - \$15 per hour * 2 employees*30% benefits/taxes, etc.
7. Hours of Operation Saturday 7:30 am - 1:00 pm, Sunday 9am - 12pm, Monday 730am-3pm, Friday 730am-3pm
8. Landscaping -Cost assumption is bi-weekly service May 1st through November 30th
9. Container rental assumes 4 containers recycling and 4 containers MSW @ \$150 per month

SCHEDULE B



**BROWN AND
CALDWELL**

151 Campanelli Drive, Suite B
Middleborough, Massachusetts 02346
Tel. (508) 923-0879 · Fax. (508) 923-0894

PROJECT:
138779

SCALE:
1" = 150'

DRAWN:
RJF

FILE:
Recycling Site Plan

DATE:
5/17/10

CHECKED:
WCG

SITE PLAN

SOLID WASTE CONVENIENCE CENTER
WESTMINSTER, MASSACHUSETTS

PREPARED FOR:
RESOURCE CONTROL, INC.

GUARANTY

This Guaranty (this “**Guaranty**”) dated as of _____, 2010, is made and entered into by Waste Management of Massachusetts, Inc., a Massachusetts corporation (“**Guarantor**”).

WITNESSETH

WHEREAS, Resource Control, Inc., a subsidiary of Guarantor (the “**WM Subsidiary**”) has entered into an Amended and Restated Solid Waste Disposal Services Agreement (the “**Agreement**”) effective as of the date hereof with the Town of Westminister, Massachusetts and the City of Fitchburg, Massachusetts (individually a “**Municipality**” and collectively the “**Municipalities**”); and

WHEREAS, Guarantor will directly or indirectly benefit from the Agreement;

NOW THEREFORE, in consideration of Municipalities entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. GUARANTY. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guaranties the timely payment when due of the financial obligations of WM Subsidiary (the “**Obligations**”) to Municipalities in accordance with the Agreement. To the extent that WM Subsidiary shall fail to pay any Obligations, Guarantor shall promptly pay to Municipalities the amount due. This Guaranty shall constitute a Guaranty of payment and not of collection. The liability of Guarantor under the Guaranty shall be subject to the following:

Guarantor’s liability hereunder shall be and is specifically limited to payments expressly required to be made in accordance with the Agreement (even if such payments are deemed to be damages) and, except to the extent specifically provided in the Agreement, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort or any other damages, costs or attorney’s fees.

2. DEMANDS AND NOTICE. If WM Subsidiary fails or refuses to pay any Obligations, the Municipality shall notify WM Subsidiary in writing of the manner in which WM Subsidiary has failed to pay and demand that payment be made by WM Subsidiary. If WM Subsidiary’s failure or refusal to pay continues for a period of fifteen (15) days after the date of such notice to WM Subsidiary and Municipality has elected to exercise its rights under this Guaranty, Municipality shall make a demand upon Guarantor (hereinafter referred to as a “**Payment Demand**”). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount WM Subsidiary has failed to pay and an explanation of why such payment is due, with a specific statement that Municipality is calling upon Guarantor to pay under this Guaranty. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until WM Subsidiary or Guarantor has cured such default and additional written demands concerning such default shall not be required until such default is cured.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the Commonwealth of Massachusetts and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guaranty;

(b) no authorization, approval, consent or order of, or registration or filing with any court of other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guaranty; and

(c) this Guaranty constitutes a valid and legally binding agreement of Guarantor, except as the enforceability of this Guaranty may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WM Subsidiary or any other affiliate of Guarantor has or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of WM Subsidiary.

5. AMENDMENT OF GUARANTY. No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by the parties hereto.

6. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guaranty; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against WM Subsidiary or any other person, or except as expressly hereinabove set forth, to require that Municipality seek enforcement of any performance against WM Subsidiary or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of Municipalities in the exercise of or failure to exercise any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by telecopier as follows:

To Municipalities:

Board of Selectmen
11 SOUTH ST.
Westminster MA 01473
Fax No. 978 874-7411

Fax No. _____

To Guarantor: Waste Management of Massachusetts, Inc.
1001 Fannin Street
Houston, Texas 77001
Attn: General Counsel
Fax No. (713) 209-9710

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by telecopier shall be effective upon actual receipt if received during the recipient's normal business hours or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by telecopier shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. MISCELLANEOUS. THIS GUARANTY SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO PRINCIPALS OF CONFLICTS OF LAWS. This Guaranty shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by Municipalities, their successors and assigns. Guarantor may assign this Guaranty and be released from its obligations hereunder with the consent of Municipalities, which consent shall not be unreasonably withheld. This Guaranty embodies the entire agreement and understanding between Guarantor and Municipalities and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guaranty are for purposes of reference only and shall not affect the meaning hereof. This Guaranty may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument.

EXECUTED as of the day and year first above written.

WASTE MANAGEMENT OF MASSACHUSETTS, INC.

By: _____
Name: _____
Title: _____