

**AGREEMENT FOR SOLID WASTE SERVICES  
BETWEEN CASELLA WASTE MANAGEMENT, INC.  
AND THE TOWNS OF  
ARLINGTON, DORSET, MANCHESTER, SUNDERLAND AND SANDGATE**

Casella Waste Management, Inc., a Vermont Corporation with its principle place of business in the City of Rutland, Vermont (hereinafter "CWM") and the Towns of Arlington, Dorset, Manchester, Sunderland and Sandgate, Vermont (hereinafter, collectively, "Towns") hereby enter into an exclusive agreement for solid waste services.

The purpose of this agreement is to set forth the terms and conditions pursuant to which CWM shall provide for the proper disposition of all municipal solid waste, special wastes, and recyclables through its Transfer Station/Recycling Centers located in Sunderland and Dorset, in the County of Bennington and State of Vermont.

**NOW THEREFORE**, in consideration of the mutual covenants herein exchanged together with the consideration to be paid by the Towns to CWM as hereinafter set forth, the parties do mutually agree:

1. GENERAL OPERATION

- A. **Hours of Operation.** CWM shall assure that commercial haulers and residents of the Towns shall be allowed to deliver non-hazardous municipal solid waste ("MSW") and Recyclables to the Transfer Station/Recycling Centers during the following periods (not including the holidays of Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, and Thanksgiving Day):
- i. At Sunderland - Saturdays from 7:30 A.M. to 11:30 A.M.  
Mondays, Tuesdays, Thursdays, and Fridays from 7:30 A.M. to 2:00 P.M.
  - ii. At Dorset - Saturdays from 8:00 A.M. to 12:00 A.M.  
Monday through Friday from 8:00 A.M. to 2:00 P.M.
- B. **Performance Standards.** CWM shall assure that sufficient CWM personnel are present at the Transfer Station/Recycling Centers to assist users. CWM shall also assure that the containers for MSW and Recyclables, when full, are replaced with empty containers on a regular basis to minimize inconvenience or delays for haulers and residential user of the Transfer Station/Recycling Centers. The Transfer Station/Recycling Centers shall be maintained in a neat and orderly state and operated by CWM in a manner that reasonably assures convenient access and public safety, public health, and public order.
- C. **Signage.** CWM shall erect and maintain highly visible, accurate, and easily perceptible signage at the Transfer Stations depicting the types of materials accepted and the appropriate recycling bins for their placement as well as examples of unacceptable materials. Signage will also describe the current user fees that are in effect at any given time during the term of this.

## 2. SOLID AND SPECIAL WASTES

- A. **Solid Wastes.** CWM agrees to accept at the Transfer Stations, MSW and Special Wastes including, construction and demolition debris, bulky items, and tires generated by the residents and commercial entities of the Towns as well as food scraps.
- B. **Disposal Sites.** CWM shall dispose of all MSW and Special Wastes at disposal sites either owned or affiliated with CWM. Alternate disposal sites may be used at the sole discretion of CWM, and CWM will use best efforts to ensure that fees at the alternate disposal sites are advantageous to all parties. All sites shall be certified and approved by such regulatory authorities having jurisdiction over the facilities being used by CWM.
- C. **Fees.** CWM shall implement fees for the disposal of MSW, Special Wastes and specified Recyclables upon commercial haulers and residents of the Towns at rates set forth in Schedule A and Schedule B attached hereto, and, as adjusted pursuant to the terms hereof. The Fuel/Oil Recovery Fee component is directly tied to the Regional U.S. Average On-Highway Diesel Fuel Prices reported by the Energy Information Administration of the U.S. Department of Energy (“EIA/DOE”). The EIA/DOE updates this public index weekly by tracking actual average retail diesel prices across the Northeast. The index can be viewed at: <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>. The Fuel/Oil Recovery Fee included on the Town’s invoice will be updated each month. The Fuel/Oil Recovery Fee for the month is determined by taking the peak weekly diesel price per gallon for the preceding month and applying the corresponding percentage from the Contractor’s Fuel/Oil Recovery Fee Table to the invoice charges before taxes. Fuel surcharge will only be applied if the fuel costs are above \$2.59 per gallon.

Annually, the fees shall be increased or decreased April 1<sup>st</sup> by applying the Consumer Price Index for the Garbage and Trash collection in U.S. for the average of the preceding 12 months. Fees shall also be adjusted to account for the following:

- i. *Change of Law.* A change in law adopted subsequent to the effective date of the Agreement that results in an increased cost for the services provided by CWM herein. Change of law shall mean the adoption, promulgation, or modification of any federal, state, or local law, ordinance, code, or regulation.
- ii. *Force Majeure.* Force Majeure shall mean any contingency from a cause not within the control of CWM including without limitation, acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, arrests and restraints of rulers of people, interruptions by reasons of governmental authority of competent jurisdiction, acts of any public enemy, wars, riots, civil commotion, blockades, insurrections, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, and explosions.
- iii. *Change in Disposition.* Developments in specific material markets or programs to otherwise divert materials from disposal which may affect the costs of processing, transportation, and labor of the general of offsetting revenues.

CWM shall submit a written notification to the Towns of any proposed change in the fee schedule prior to implementation of the change in the fee schedule under subsections (i) through (iii) above. The Towns shall have the right to verify, through independent analysis or information requested from CWM, the validity of applicability of subsections (i) through (iii) in relation to the change and magnitude of the change in the fee schedule proposed. Proposed changes in the fee schedule shall not take effect earlier than thirty (30) days from the time the Towns receive written notification.

D. **Reporting.** CWM will provide an annual report on the amount of MSW, C&D, glass, plastics, metal and other recyclables, mercury containing lamps, batteries and electronics waste, tires, bulky waste, food scraps, clean wood and leaf and yard debris collected at each transfer station. CWM will also report quarterly on the number of transfer station stickers sold by town and the total revenues collected.

### 3. **RECYCLING**

A. **Recyclables.** For the purpose of this Agreement, Recyclables shall include the following: clear, green, and brown glass, newspaper, white paper, corrugated cardboard, magazines, glossy paper, mixed paper, boxboard, clear and colored HDPE plastic, PETE plastic, tin and aluminum containers, waste oil.

B. **Material Marketing and Disposition.** The schedule of materials in Sections 3.A. may be amended by CWM, upon mutual agreement by the Towns, which agreement shall not be unreasonably withheld. CWM shall use its best efforts to market all Recyclables collected during the duration of this Agreement. Should CWM be unable to economically market any of the listed Recyclables, CWM shall notify the Towns of such fact.

C. **Fees.** CWM shall not charge a fee to individual residential users of recycling. Costs incurred for recycling clear, green, and brown glass, newspaper, white paper, corrugated cardboard, magazines, glossy paper, mixed paper, boxboard, clear and colored HDPE plastic, PETE plastic, and tin and aluminum containers shall be paid by the Towns to CWM in accordance with Schedule B attached hereto. Please see the acceptable and unacceptable list of items.

CWM shall implement fees for the processing of scrap metal and freon-containing appliances upon commercial haulers and residents of the Towns in accordance with Schedule A attached hereto.

D. **Green-Up Collection Day.** Upon agreement by CWM on an annual basis, CWM will provide free disposal for scrap metal and appliances on Green-Up Day, or the week thereafter, for these materials delivered in vehicles owned and operated by the Towns. In addition, upon agreement by CWM on an annual basis, CWM will charge one-half (1/2) the disposal fee for tires on Green-Up Day, or the week thereafter, for tires delivered in vehicles owned and operated by the Towns. The Towns shall be responsible for tire disposal costs.

E. **Special Collection day.** At the request of the Towns, CWM will cooperate with the Towns in conducting a bulky waste day and/or metal day. CWM with help from the Towns would bill the Towns accounts individually for material delivered by individual residence of the Towns.

F. **Swap Shed.** At a future date CWM and the Towns may negotiate a swap shed arrangement that

would be agreeable to both parties.

- G. **Food Scraps.** CWM will place containers for residents to dispose of food scraps near to other recyclable materials containers and these shall be clearly marked with signage depicting acceptable materials.

#### 4. **UNREGULATED HAZARDOUS WASTE**

At the request of the Towns, CWM will cooperate with the Towns in conducting up to two (2) annual household hazardous waste collection events by providing information to the Transfer Station/Recycling center users and/or, at the discretion of CWM, providing a site for the collection events. Unregulated hazardous waste shall be defined as the hazardous waste generated by households (known as HHW) and Conditionally Exempt Generators (CEGs).

In the alternative, at the discretion and request of the Towns, CWM will organize up to two (2) annual unregulated household hazardous waste collection events.

If the Towns elect to have CWM organize an event, the fees for each collection event shall be charged on a direct pass-through basis plus five percent (5%). Actual invoices for contractor mobilization, labor, transportation, and disposal of materials collected at the event, in addition to advertising and related costs, will be presented as the basis for the charges.

Additionally, the CWM transfer station properties in Sunderland and Dorset may be utilized by a third party on behalf of the Towns, or by the Towns, to conduct up to two (2) annual HHW/CEG collection events independent of CWM. Said third parties must carry reasonably necessary insurance coverage in policy amounts acceptable to CWM.

#### 5. **GENERAL PROVISIONS**

- A. **Exclusivity.** The Towns warrant and represent that they will not enter into any other agreement or contract with other parties for the exclusive services covered by in Sections 1, 2 and 3 of this Agreement between the Towns and CWM.
- B. **Term.** This Agreement shall become effective May 1, 2021 and extend for a three (3) year period for the Towns of Arlington, Manchester, Dorset, Sunderland and Sandgate. This Agreement shall automatically renew, for all Towns, for a three (3) year period at the completion of the initial three (3) year period unless either party gives notification of termination. Should either party intend not to renew the Agreement for an additional three (3) year period, they must provide written notification to the other party of the intent not to renew thirty (30) days in advance of the expiration of the three (3) year period then in effect. Following the second three-year period, this agreement shall terminate.
- C. **Public Relations.** CWM shall make all reasonable efforts to assure that its personnel interact with the public at the Transfer Stations and Recycling Centers in a courteous and cooperative manner.
- D. **Access.** Access stickers shall be required of all residents, businesses, and haulers delivering Recyclables to the Recycling Centers. CWM shall use its best efforts to assure that access to the Recycling Centers is denied to users who do not properly display their access permits. Access

permits shall be issued to residents, property owners, and haulers collecting Recyclables within the Towns by CWM. The fee for access stickers will be determined between CWM and the five towns and the proceeds used to reduce the costs of collection of recyclables borne by the towns. On a quarterly basis CWM will rebate to the Towns the difference of the \$5.00 original permit fee and the amount currently being charged based on schedule A.

- E. **Records.** In a form agreed to by both parties, CWM shall maintain accurate and detailed records relative to the use of the Recycling Centers, number of permits sold and what Town of the person is a resident from, market revenue generated, and Special Wastes and Recyclables quantity throughputs and the ultimate disposition of said materials. CWM shall make all records readily available within forty-eight (48) hours notice for inspection by the Towns upon request.
- F. **Inspection.** CWM hereby agrees to allow representatives of the Towns to inspect operations of the Transfer Station/Recycling Centers. Such inspections may be scheduled by said Town representatives with reasonable prior notice to CWM.
- G. **Permits.** CWM covenants and warrants with the Towns that, at any time while accepting MSW, Special Wastes, and Recyclables pursuant to the terms and conditions of the Agreement, CWM shall have, and be in compliance with, all federal, state, and local approval necessary for its performance.
- H. **Insurance.** CWM shall file with the Towns, a copy of its Certificate of Insurance evidencing comprehensive general liability insurance for the operation of the Transfer Station and /Recycling Centers in an amount not less than One Million (\$1,000,000) Dollars. The Towns shall be named as a co-insured under that policy and the same shall be evidenced by the Certificate of Insurance filed with the Towns. CWM shall file a copy of its Certificate of Insurance with the BCRC no later than ten (10) days following the insurance renewal date.
- I. **Choice of Law.** All of the disputes and any alleged defaults with regard to this Agreement shall be resolved pursuant to Vermont law and the parties agree that either party may seek to enforce this Agreement by injunction as well as other remedies provided by law.
- J. **Limitation of Liability.** Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.
- K. **Disclaimer of Joint Venture, Partnership, and Agency.** This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.
- L. **Assignment.** Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either party, including by operation of law, without the prior

written consent of the other, such consent not to be unreasonably withheld, conditioned or delayed, except (1) to its parents, subsidiaries and affiliates, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning party provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and (3) as security to entities providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates.

- M. **Indemnification.** To the extent authorized by law, the parties agree to indemnify each other from and against any and all uninsured liabilities that one party incurs during the term of this Agreement, with respect to matters directly related to performance of obligations under this Agreement, which were proximately caused by the negligence or misconduct of another party.
- N. **Entire Agreement.** It is understood and agreed that all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.
- O. **Amendment.** This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.
- P. **Breach.** In the event of CWM shall breach any of the requirements contained in Sections 1, 2 or 3 of this Agreement, the Towns shall give CWM written notice thereof and the action to be performed to correct the breach and in the event it is not corrected within a forty-eight (48) hour period after receiving such notice, the Towns have the right to cancel this Agreement.

In the event the breach occurs in any other aspect of the Agreement, the Towns shall give CWM written notice thereof and the action required to correct it. In the event that such breach is not corrected within five (5) days after receiving such notice, the Towns shall have the right to cancel this Agreement. Any failure to exercise the Towns' rights hereunder shall not be deemed a waiver of those rights.

- Q. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto. This Agreement may not be assigned without the approval of the Towns, which shall not be unreasonably withheld.
- R. **Waiver.** A waiver of any clause of the Agreement must be agreed to by both parties in writing and shall not be construed as a waiver of any other clause.

- S. **Jurisdiction.** This Agreement shall be governed by the laws of the State of Vermont and the party's consent to jurisdiction and venue in the State or Federal Courts located in the State of Vermont.
- T. **Police Power.** This Agreement shall not be considered as a limitation of the police powers delegated to the Towns by the State of Vermont.
- U. **Notice.** Any notice required pursuant to this Agreement shall be in writing.
- V. **Severability.** If any provision of this Agreement or any application of this Agreement to any party is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all the other provisions or applications shall continue in full force and effect.
- W. **Arbitration.** In the event any dispute arises in connection with the fees charged by CWM, said disputes shall be settled by the arbitration rules of the American Arbitration Association upon mutual agreement by both parties. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Alternate arbitration options may be considered upon mutual agreement by both parties. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. Any award shall provide for payment within thirty (30) days of the date of award.
- i. Notice of demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association at its regional office. Demand for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.
  - ii. CWM will carry on operations of the Transfer Station/Recycling Centers during any arbitration proceedings, unless otherwise mutually agreed to in writing.

#### **ACKNOWLEDGEMENT OF ABRITRATION**

The parties understand that this agreement contains an agreement to arbitrate. After signing this document, the parties understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal by their duly authorized representatives.

For:

**CASELLA WASTE MANAGEMENT, INC.**

By \_\_\_\_\_  
Its Duly Authorized Representative

\_\_\_\_\_  
Witness

Date \_\_\_\_\_

**TOWN OF ARLINGTON**

By \_\_\_\_\_  
Select Person

\_\_\_\_\_  
Witness to All

\_\_\_\_\_  
Select Person

\_\_\_\_\_  
Select Person

\_\_\_\_\_  
Select Person

\_\_\_\_\_  
Select Person

Its Duly Authorized Representatives

Date \_\_\_\_\_

**TOWN OF DORSET**

By \_\_\_\_\_  
Its Duly Authorized Representative

\_\_\_\_\_  
Witness

Date \_\_\_\_\_

**TOWN OF MANCHESTER**

By \_\_\_\_\_  
Its Duly Authorized Representative

\_\_\_\_\_  
Witness

Date \_\_\_\_\_



**TOWN OF SANDGATE**

By \_\_\_\_\_  
Select Person

\_\_\_\_\_  
Witness to All

\_\_\_\_\_  
Select Person

\_\_\_\_\_  
Select Person

\_\_\_\_\_  
Select Person

\_\_\_\_\_  
Select Person

Its Duly Authorized Representatives

Date \_\_\_\_\_

**TOWN OF SUNDERLAND**

By \_\_\_\_\_  
Select Person

\_\_\_\_\_  
Witness to All

\_\_\_\_\_  
Select Person

\_\_\_\_\_  
Select Person

\_\_\_\_\_  
Select Person

\_\_\_\_\_  
Select Person

Its Duly Authorized Representatives

Date \_\_\_\_\_

**SCHEDULE A**  
**Tipping Fee Schedule**  
**Solid and Special Wastes, and Recyclables**

**Solid Waste:**

Solid Waste and Construction & Demolition \$141.88 per ton  
18 Gallon Bag \$2.60 Per Bag  
30 Gallon Bag \$4.55 Per Bag  
45 Gallon Bag \$6.15 Per Bag  
Minimum Scale Weight \$15.00  
Recycling Access Stickers 2021 \$10.00 each per year (Starting January 1<sup>st</sup> Each Year)  
Recycling Access Stickers 2022 \$15.00  
Recycling Access Stickers 2023 \$20.00

**Special Wastes:**

Furniture/Mattresses	\$16.96 each
Tires, Auto up to 16 inch	\$5.65 each
Tires, Truck up to 18 inch	\$11.30 each
Tires In Bulk	\$716.63 Per Ton
Auto Batteries	\$5.65 each

**Other:**

Appliances Non-Freon Containing	\$16.96 each
Appliances Freon Containing	\$33.91 each Loose
Scrap Metal	\$84.77 per ton
Clean Wood	\$84.77 per ton Electronic

Waste as specified in Act 79            No Charge

Banned Electronic Devices as specified in Act 79    \$00.30 per pound / minimum \$5.00

Textiles	no charge provided an organization continues to collect materials
Batteries	no charge pursuant to the Vermont Battery Recycling Program

*Note: All fees subject to annual CPI adjustments.*

**SCHEDULE B**  
**Recycling and Food Scrap Fees and Revenues**

**Fees.** CWM will charge the Towns a per ton processing fee for the prior month as set by the Rutland MRF, or an alternate MRF to be utilized in the case of a shut-down of the Rutland MRF, said alternate MRF to be selected in CWM's sole discretion. The processing fee is based on market conditions and commodity pricing. By way of example, the fee per ton in January 2021 was \$89.00.

A.

i. *Container Rental.* The initial number of containers and monthly rental costs shall be as follows:

At Sunderland: (4) – 40 cubic yard closed containers @ \$95.45/month

At Dorset: (1) – 100 cubic yard live floor trailer @ \$200.00/month

ii. *Transportation.* Recycling containers shall be hauled to the Rutland Materials Recovery Facility (“MRF”). Transportation shall be charged at a rate of \$212.35 / per single container pull. The 100 yard trailer haul shall be charged at a rate of \$417.48 and subject to the Fuel/Oil Recovery Fee referenced in Section 2 C. of this Agreement.

B. **Recyclables Specifications.** CWM will provide the Towns with information and assistance regarding CWM specifications for Recyclables. All materials placed in recycling containers shall meet CWM specifications. In the event of contamination, CWM shall work with the Towns to identify the source and reasons for contamination in the recycling containers and use best efforts to remedy the problems. Should contaminated materials continue to be placed in containers after notice to the Towns, such materials shall be disposed of and the Towns shall pay CWM the tipping fee portion (not transportation) of the expenses incurred in such disposal.

C. **Waste Oil.** Removal of collected waste oil will be billed on a direct pass through basis plus 4%. Invoices provided by the recycling vendor shall be submitted as the basis for billing.

D. **Food Scraps.** CWM will charge the towns on a 32 gallon per cart basis for the collection of food scraps dropped off by residents with stickers. The charge will be \$25 per cart per service. Current cart counts are as follows. Sunderland Transfer has five carts and Northshire Transfer has seven carts serviced weekly. The monthly charge for Sunderland Transfer at the current cart level will be \$541.25. The monthly charge for Northshire Transfer at the current cart level will be \$757.75.

E. **Other Services.** Upon request by the Towns, additional services or equipment may be made available at the Recycling Centers for a fee to be negotiated by and acceptable to both parties.

<b>Casella Waste Systems, Inc. Fuel/Oil Recovery Fee</b>		
<b>At Least</b>	<b>But Less Than</b>	<b>Fuel/Oil Recovery Fee <sup>(1)</sup></b>
\$0.000	\$2.599	0.00%
\$2.600	\$2.649	0.23%
\$2.650	\$2.699	0.46%
\$2.700	\$2.749	0.69%
\$2.750	\$2.799	0.92%
\$2.800	\$2.849	1.15%
\$2.850	\$2.899	1.38%
\$2.900	\$2.949	1.61%
\$2.950	\$2.999	1.84%
\$3.000	\$3.049	2.07%
\$3.050	\$3.099	2.30%
\$3.100	\$3.149	2.53%
\$3.150	\$3.199	2.76%
\$3.200	\$3.249	2.99%
\$3.250	\$3.299	3.22%
\$3.300	\$3.349	3.45%
\$3.350	\$3.399	3.68%
\$3.400	\$3.449	3.91%
\$3.450	\$3.499	4.14%
\$3.500	\$3.549	4.37%
\$3.550	\$3.599	4.60%
\$3.600	\$3.649	4.83%
\$3.650	\$3.699	5.06%
\$3.700	\$3.749	5.29%
\$3.750	\$3.799	5.52%
\$3.800	\$3.849	5.75%
\$3.850	\$3.899	5.98%
\$3.900	\$3.949	6.21%
\$3.950	\$3.999	6.44%
\$4.000	\$4.049	6.67%
\$4.050	\$4.099	6.90%
\$4.100	\$4.149	7.13%
\$4.150	\$4.199	7.36%
\$4.200	\$4.249	7.59%
\$4.250	\$4.299	7.82%
\$4.300	\$4.349	8.05%
\$4.350	\$4.399	8.28%
\$4.400	\$4.449	8.51%
\$4.450	\$4.499	8.74%
\$4.500	\$4.549	8.97%
\$4.550	\$4.599	9.20%
\$4.600	\$4.649	9.43%
\$4.650	\$4.699	9.66%
\$4.700	\$4.749	9.89%
\$4.750	\$4.799	10.12%
\$4.800	\$4.849	10.35%

(1) This table is subject to change according to economic conditions relating to energy usage for services