

**TOWN OF EAST WINDSOR  
BOARD OF SELECTMEN  
11 RYE STREET  
BROAD BROOK, CT 06016  
First Selectman's Office – (860) 623-8122**

Jason E. Bowsza - First Selectman  
Marie E. DeSousa - Deputy First Selectman  
Alan Baker - Selectman

Sarah A. Muska - Selectman  
Keith Yagaloff - Selectman

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**REGULAR MEETING AGENDA  
THURSDAY, MAY 16, 2024 AT 7:00 P.M.**

**AMENDED  
PUBLIC HEARING AT 6:30 P.M.**

- 1. TIME AND PLACE OF MEETING**  
Thursday, May 16, 2024 at 7:00 p.m.  
Town Hall – John Daly, Jr. Meeting Room  
11 Rye Street, Broad Brook, CT 06016  
Join Meeting Via Zoom:  
<https://zoom.us/j/3326833563>  
Meeting ID: 332 683 3563  
Passcode: **townhall**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ATTENDANCE**
- 4. APPROVAL OF MEETING MINUTES**
  - A. April 4, 2024 Board of Selectmen Regular Meeting
  - B. May 2, 2024 Board of Selectmen Regular Meeting
- 5. PUBLIC PARTICIPATION**
- 6. COMMUNICATION**
  - A. Memorial Day Parade Invitation
- 7. BOARD AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS**
  - A. Resignations:**
    1. Peter Larese, Building Commission
    2. Karen Gaudreau, Registrar
    3. Angelo Severino, Registrar
  - B. Reappointments:**
    1. Donna Grant (D), Agricultural Commission, regular member for a term expiring June 6, 2027
  - C. New Appointments: *none***

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**8. UNFINISHED BUSINESS**

- A. \*Discussion and Vote on Vactor Truck Purchase Offer from WPCA

**9. NEW BUSINESS**

- A. Discuss Tax Refunds for Veterans to Include Patti Kratochvil  
B. Discuss Alcoholic Beverages at the Park to Include Melissa Maltese  
C. Discuss and Possible Vote on Registrars' Compensation Issue  
D. Discuss Automated Traffic Enforcement Systems with Andrew Noble and Chief Carl  
E. Discuss Contract for Waste and Recycling Between the Town and USA Hauling  
F. Tax Refunds  
G. Discussion and Possible Vote on ARPA Appropriation Concerning High School Track Engineering  
H. Discuss and Potential Vote on US DOJ Community Policing Development Micro-Grants Program to Include Chief Carl

**10. SELECTMEN REPORTS**

- A. Jason E. Bowsza  
B. Marie DeSousa  
C. Keith Yagaloff  
D. Alan Baker  
E. Sarah Muska

**11. PUBLIC PARTICIPATION**

**12. EXECUTIVE SESSION**

Pursuant to C.G.S. 1-200(6)(B) – strategy pertaining to litigation. (WPCA)

**13. ADJOURNMENT**

DISTRIBUTION

Matt Carl	Andrew Noble
Karen Gaudreau	Len Norton
Donna Grant	Gabriella Resto
Patti Kratochvil	Courtney Sevarino
Peter Larese	Kate Carey-Trull
Melissa Maltese	Town Clerk



6A

# MEMORIAL DAY

- Monday May 27<sup>th</sup> -

## Most Patriotic Parade Float or Marching Unit Contest

Floats! Bands! Unique Vehicles! Military Vehicles!  
Reenactment Groups! Local Clubs!

All are Welcome!!

Contest and Parade Theme: Most Patriotic

1<sup>st</sup> prize will be a \$250.00 donation to a charity of the winner's choice.  
2<sup>nd</sup>, and 3<sup>rd</sup> place trophies will be awarded at the end of the parade

If you are interested in participating in the parade and contest  
please email or any questions email: [djbarton422@gmail.com](mailto:djbarton422@gmail.com)

The deadline for the participants to be in the program is: May 20, 2024





March 10, 2024

To Whom It May Concern,

Please accept this letter of my resignation on the Building Commission. It has been a pleasure to serve this wonderful community.

Sincerely,

Peter Laresé

42 Rice Road

Broad Brook, CT 06016

RECEIVED  
Town of East Windsor  
Town Clerks Office

MAR 27 2024

By:   
Asst. Town Clerk

Comp \_\_\_\_\_ ✓  
Liobrey \_\_\_\_\_ ✓  
Amy \_\_\_\_\_ ✓  
webster \_\_\_\_\_ ✓

7A2

**Karen W. Gaudreau  
Registrar of Voters  
167 Depot Street  
Broad Brook CT 06016**

April 15, 2024

Amy Lam  
Town Clerk  
Town of East Windsor  
11 Rye Street  
Broad Brook CT 06016

Dear Amy

This letter is to officially notify you of my resignation as Republican Registrar of Voters for the Town of East Windsor, effective at Midnight, May 3, 2024.

This year marks forty-three (43) years of committed service to the Town of East Windsor and I have reached the point where I need to move on.

My Deputy, Mark J. Simmons, will be completing my term ending in 2027 per CGS 9-192. Once he is officially the Registrar of Voters, he will be appointing a Deputy to work with him.

I have thoroughly enjoyed our work time together and appreciate all that you have done to make our election process run smoothly.

My best regards

*Karen W. Gaudreau*

Karen W. Gaudreau

cc: Angelo P. Sevarino  
Democratic Registrar of Voters

**RECEIVED**  
Town of East Windsor  
Town Clerks Office

APR 16 2024

By: *Amy P. Sevarino*  
Town Clerk  
10:30am

7A3

**Angelo Sevarino  
Registrar of Voters  
26 Barber Hill Road  
Broad Brook, CT 06016**

May 14, 2024

Dear Amy,

This letter is to officially notify you of my resignation as Democratic Registrar of Voters for the Town of East Windsor, Effective at Midnight May 17, 2024.

My Deputy, Denise Menard, will be completing my term ending in 2027 per CGS 9-192. She will be appointing a Deputy to work with her.

Thank you,



Angelo P. Sevarino

**RECEIVED**  
Town of East Windsor  
Town Clerks Office

MAY 14 2024

By:   
Town Clerk 10:5am



**APPOINTED BOARDS AND COMMISSIONS**  
As of 1/10/2024

7B)

<u>Agricultural Commission</u>					
<b>5 Regular Members</b>					
Established on March 6, 2012 (Ord. #12-03).					
Initial terms in 2012 expired: (1) term in 2013; (2) terms in 2014; (2) terms in 2015.					
After initial terms expire, terms are all 3 years.					
Appointment Authority – Board of Selectmen					
Minority Rep - 7 member board. Max from one party =5					
<u>Last Name</u>	<u>First Name</u>	<u>MI</u>	<u>Party</u>	<u>Term</u>	<u>Next Term Exp</u>
<b>Vacant</b>				<b>4/2/2020-4/2/2023</b>	<b>2026</b>
Strempf	James		R	01/04/24-01/01/27	2030
<b>Grant</b>	<b>Donna</b>		<b>D</b>	<b>06/10/21-06/06/24</b>	<b>2027</b>
Reichle	Glenn		U	07/15/21-08/01/24	2027
Grant	Albert		U	07/21/22-08/01/25	2028
<b>2 Alternate Members</b>					
Terms established on October 29, 2012 (Ord. #12-05).					
Initial terms in 2012 were: (1) 1yr term; (1) 2yr term.					
After initial terms, all terms are 3 years.					
Appointment Authority – Board of Selectmen					
<u>Last Name</u>	<u>First Name</u>	<u>MI</u>	<u>Party</u>	<u>Term</u>	<u>Next Term Exp</u>
Galinski	Valerie		U	07/20/23-08/01/26	2029
<b>Vacant</b>					<b>2022</b>

9c

**Amy O'Toole**

**From:** Karen <geokarengaudreau@cox.net>  
**Sent:** Friday, April 19, 2024 12:03 PM  
**To:** Amy O'Toole  
**Subject:** Re: EV Training

This requires further discussion. I don't know how or why you took it upon yourself to come up with other than I submitted, however, \$3.13 per hour of training is not acceptable.  
Sent from my iPhone

On Apr 19, 2024, at 11:51 AM, Amy O'Toole <aotoole@eastwindsorct.com> wrote:

I have reviewed your request for additional compensation for training relating to early voting. In addition to the Registrar's bi weekly stipend for this period of time, I am submitting for \$35/day for the training days from March 15-March 25<sup>th</sup> as follows:

Karen Gaudreau	March 15, 17, 18, 21,22, 25	\$35/day x 6 = \$210.00
Angelo Sevarino	March 25	\$35/day x 1 = 35.00
Mark Simmons	March 21 & 25	\$35/day x
2 =	70.00	
Denise Menard	March 21 & 25	\$35/day x 2 = 70.00

I have made no additional payments for March 27 - 30<sup>th</sup> as the employees above were all paid \$281.25 for each early voting day that they worked and all other employees were paid 1/2 before & 1/2 hour after for each early voting day that they worked.

Amy O'Toole  
Finance Director/Treasurer  
Town of East Windsor  
860.698.1404  
aotoole@eastwindsorct.com

<20240419114302000.pdf>

3/11 - 3/22

0.00\*

633.37 ÷

28.00 =

Hourly Rate

22.62\*

3/25 - 4/15

0.00\*

2,258.00 ÷

56.00 =

40.32\*

Hourly Rate

0.00\*

32,935.00 ÷

26.00 =

1,266.73\*

1,266.73 ÷

2.00 =

633.37\*

633.37 ÷

8.00 =

79.17\*

1,125.00 ÷

500.00 ÷

633.00 ÷

2,258.00 ÷



2024 Early Voting  
Training And Preparation

	A	B	C	D	E	F	G	H
1	Name	Date	Hours	Training	Preparation	Rate	Total Hours	\$ Total
2								
3	Karen Gaudreau	15-Mar	4	4			4	
4		17-Mar	6	6			6	
5		18-Mar	4	4			4	
6		21-Mar	7	3	4		7	
7		22-Mar	6	3	3		6	
8		25-Mar	7	2	5		7	
9	Karen Gaudreau Worker Training	26-Mar	0.5	0.5			0.5	
10		27-Mar	0.5	0.5			0.5	
11		28-Mar	0.5	0.5			0.5	
12		30-Mar	0.5	0.5			0.5	
13				24	12		36	\$1,125.00
14								
15	Angelo Sevarino	25-Mar	2	2			2	\$62.50
16								
17								
18	Mark Simmons	21-Mar	3	3			3	
19		25-Mar	4.5	4.5			4.5	
20		26-Mar	0.5	0.5			0.5	
21		27-Mar	0.5	0.5			0.5	
22		28-Mar	0.5	0.5			0.5	
23		30-Mar	0.5	0.5			0.5	
24							14.5	\$453.13
25								
26	Denise Menard	21-Mar	3	3			3	
27		25-Mar	4.5	4.5			4.5	
28		26-Mar	0.5	0.5			0.5	
29		27-Mar	0.5	0.5			0.5	
30		28-Mar	0.5	0.5			0.5	
31		30-Mar	0.5	0.5			0.5	
32							14.5	\$453.13
33								

\$35

already pd

\$210

\$35

\$35

already pd

\$70

\$35

already pd

0.5 x 14.5 = 7.25  
\$70 x 14.5 = \$1,015

\$70 Karen D Gaudreau

Angelo Sevarino

2024 Early Voting  
Training And Preparation

	A	B	C	D	E	F	G	H
34	Name	Date	Hours	Training	Preparation	Rate	Total Hours	\$ Total
35								
36	Ruth Anne Lansner	26-Mar	0.5	0.5		15.75	0.5	\$7.88
37		28-Mar	0.5	0.5		15.75	0.5	\$7.87
38								\$15.75
39								
40	Marie DeSousa	26-Mar	0.5	0.5		20.31	0.5	\$10.16
41		27-Mar	0.5	0.5		20.31	0.05	\$10.15
42		28-Mar	0.5	0.5		20.31	0.05	\$10.16
43		30-Mar	0.5	0.5		20.31	0.05	\$10.15
44								\$40.62
45								
46	Caitlyn Rajala	26-Mar	0.5	0.5		20.31		\$10.16
47		27-Mar	0.5	0.5		20.31		\$10.15
48		28-Mar	0.5	0.5		20.31		\$10.16
49		30-Mar	0.5	0.5		20.31		\$10.15
50								\$40.62
51								
52	Carol Muska	26-Mar	0.5	0.5		15.75		\$7.88
53		28-Mar	0.5	0.5		15.75		\$7.87
54		30-Mar	0.5	0.5		15.75		\$7.88
55								\$23.63
56								
57	Cathy Crouch	27-Mar	0.5	0.5		20.31		\$10.16
58								
59								
60	Dan Morgan	27-Mar	0.5	0.5		15.75		\$7.88
61		28-Mar	0.5	0.5		15.75		\$7.87
62		30-Mar	0.5	0.5		15.75		\$7.88
63								\$23.63
64								
65								
66								

already pd  
already pd  
already pd  
already pd  
already pd  
already pd



2024 Early Voting  
Training And Preparation

	A	B	C	D	E	F	G	H
	Name	Date	Hours	Training	Preparation	Rate	Total Hours	\$ Total
67								
68								
69	Courtney Sevarino	27-Mar	0.5	0.5		\$15.75	0.5	\$7.88
70		28-Mar	0.5	0.5		\$15.75	0.5	\$7.87
71								\$15.75
72								
73	Janet Smith	26-Mar	0.5	0.5		\$20.31		\$10.16
74		28-Mar	0.5	0.5		\$20.31		\$10.15
75		30-Mar	0.5	0.5		\$20.31		\$10.16
76								\$30.47
77								
78	Joan Stramel	26-Mar	0.5	0.5		\$20.31		\$10.16
79		27-Mar	0.5	0.5		\$20.31		\$10.15
80								\$20.31
81								
82	Betty Ann Sheridan	26-Mar	0.5	0.5		\$20.31		\$10.16
83		30-Mar	0.5	0.5		\$20.31		\$10.15
84								\$20.31
85								
86	Tom Rondeau	30-Mar	0.5	0.5		\$15.75		\$7.88

already pd

already pd

already pd

already pd

already pd

TOWN OF EAST WINDSOR-TIMESHEET  
2023-2024

Name: Karen W. Gaudreau

Department: Registrar of Voters

DATE	DAY	IN	OUT	IN	OUT	IN	OUT	HOURS	CODE	HOURS	TOTAL		
3/11	SUN												
3/12	MON												
3/12	TUE	sick									2		
3/13	WED												
3/14	THU	Office									2		
3/15	FRI	EV									4		
	SAT												
TOTALS											8		
Code	Definition										REGULAR	OTHER	TOTAL
B	Bereavement												
CE	Comp. Time Earned												
CU	Comp. Time Used												
D	Double Time												
E	Earned Time												
EO	Emergency Overtime												
ED	Emergency Double												
F	Float Holiday												
H	Holiday												
O	Overtime												
P	Personal												
S	Sick												
V	Vacation												
FM-	FMLA												

Comp Time Tracker		Hours
Beginning Balance		
Earned		
Used		
Ending Balance		

DATE	DAY	IN	OUT	IN	OUT	IN	OUT	HOURS	CODE	HOURS	TOTAL	
3/17	SUN	EV									6	
3/18	MON	EV									4	
3/19	TUE	Office									5	
3/20	WED											
3/21	THU	EV									3	
3/22	FRI	EV									2	
	SAT											
TOTALS											20	
										REGULAR	OTHER	TOTAL

I CERTIFY THIS IS A TRUE AND ACCURATE RECORD OF MY WORKING TIME FOR THIS PERIOD.

SIGNED Karen W. G. EMPLOYEE ID 3/25/24 DATE

APPROVED FOR PAYMENT \_\_\_\_\_ DATE

SIGNED \_\_\_\_\_ SUPERVISOR \_\_\_\_\_ DATE

ATTENDANCE NOTES AND COMP TIME EXPLANATION

Treasurer's Use Only

Attendance Summary

Prepared By

Data Entry



TOWN OF EAST WINDSOR- TIMESHEET  
2023-2024

Name: Karen W. Gaudreau

Department: Registrar of Voters

DATE	DAY	IN	OUT	IN	OUT	HOURS	CODE	HOURS	TOTAL
3/25	SUN								
3/26	MON	EV						5	
3/26	TUE	EV						9	
3/27	WED	EV						9	
3/28	THU	EV						5	
3/29	FRI								
3/30	SAT	EV						6	
TOTALS									34
Code	Definition		REGULAR	OTHER	TOTAL				
B	Bereavement								
CE	Comp. Time Earned								
CU	Comp. Time Used								
D	Double Time								
E	Earned Time								
EO	Emergency Overtime								
ED	Emergency Double								
F	Float Holiday								
H	Holiday								
O	Overtime								
P	Personal								
S	Sick								
V	Vacation								
FM+	FMLA								

DATE	DAY	IN	OUT	IN	OUT	HOURS	CODE	HOURS	TOTAL	
3/31	SUN									
4/1	MON	EV (2)	Office					6		
4/2	TUE	PPP						16		
4/3	WED									
4/4	THU									
4/5	FRI									
	SAT									
TOTALS									22	
								REGULAR	OTHER	TOTAL

I CERTIFY THIS IS A TRUE AND ACCURATE RECORD OF MY WORKING TIME FOR THIS PERIOD.

SIGNED Karen W. Gaudreau EMPLOYEE 04/05/24 DATE

APPROVED FOR PAYMENT \_\_\_\_\_ SUPERVISOR \_\_\_\_\_ DATE \_\_\_\_\_

SIGNED \_\_\_\_\_ SUPERVISOR \_\_\_\_\_ DATE \_\_\_\_\_

ATTENDANCE NOTES AND COMP TIME EXPLANATION

Comp Time Tracker		Hours
Beginning Balance		
Earned		
Used		
Ending Balance		

Treasurer's Use Only

Prepared By

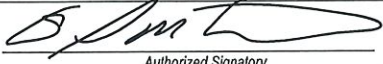
Attendance Summary

Data Entry



9E

## RESIDENTIAL, CONDO, AND MUNICIPAL BUILDINGS REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES AGREEMENT

Company:	ALL AMERICAN WASTE, LLC
Address:	555 Taylor Road
	Enfield, CT 06082
Signed:	 Authorized Signatory
Name/Title:	Frank M. Antonacci, COO
Effective Date:	May ____, 2024

Customer:	TOWN OF EAST WINDSOR, CONNECTICUT
Address:	11 Rye Street
	Broad Brook, CT 06016
Signed:	_____ Authorized Signatory
Name/Title:	
Initial Term:	July 1, 2024 – June 30, 2034

### AGREEMENT

THIS RESIDENTIAL, CONDO, AND MUNICIPAL BUILDINGS REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES AGREEMENT (this "Agreement"), is entered into as of May \_\_\_\_, 2024 (the "Effective Date") by and between ALL AMERICAN WASTE, LLC, a Connecticut limited liability company ("AAW"), and the TOWN OF EAST WINDSOR, CONNECTICUT, a municipality and political subdivision of the State of Connecticut (the "Municipality"). AAW and the Municipality are each referred to individually herein as a "Party" and together as the "Parties."

### RECITALS

- A. AAW is a solid waste management company in Connecticut;
- B. AAW currently provides waste hauling and disposal services for the Municipality;
- C. The Municipality is satisfied with AAW's performance of the services for the Municipality; and
- D. The Municipality and AAW have agreed to extend their current agreement and enter into this Agreement pursuant to which, beginning on July 1, 2024 (the "Commencement Date"), (i) the Municipality will deliver, or cause to be delivered, and pay for the disposal of, and AAW will accept and dispose of certain Acceptable Solid Waste; (ii) the Municipality will deliver, or cause to be delivered, and pay for the processing of, and AAW will accept and process certain Acceptable Recyclables; (iii) the Municipality will deliver, or cause to be delivered, and pay for the disposal of, and AAW will accept and dispose of certain Acceptable Bulky Waste; (iv) AAW will collect and dispose Controlled Acceptable Solid Waste and Controlled Acceptable Recyclables from residences, condominiums, and municipal buildings; and (v) AAW will provide hauling services for the Municipality's Department of Public Works, all in accordance with the terms and conditions set forth herein.

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

### TERMS AND CONDITIONS

#### Article 1 GENERAL PROVISIONS

1.1 **Definitions.** Unless otherwise defined herein, capitalized terms are used herein with the respective definitions set forth in Section 12.1.

#### 1.2 Delivery and Acceptance Obligations.

(a) **Municipality Delivery Obligations.** During the Term, and in accordance with the terms of this Agreement, the Municipality will:

(i) **Acceptable Solid Waste.** Deliver, or cause to be delivered, all Acceptable Solid Waste generated within the boundaries of the Municipality by residential generators, including but not limited to residential condominiums and multi-unit residences, and Municipality-owned buildings ("Controlled Acceptable Solid Waste") to a Delivery Point specified by AAW;

(ii) **Acceptable Bulky Waste.** Deliver, or cause to be delivered, all Acceptable Bulky Waste generated within the boundaries of the Municipality and by Municipality-owned buildings ("Controlled Acceptable Bulky Waste") to a Delivery Point specified by AAW; and

(iii) **Acceptable Recyclables.** Deliver, or cause to be delivered, all Acceptable Recyclables (A) generated within the boundaries of the Municipality by residential generators and Municipality-owned buildings ("Controlled Acceptable Recyclables") to a Recycling Facility specified by AAW.

(b) **AAW Acceptance Obligations.** During the Term, AAW will, to the extent permitted by Applicable Law and in accordance with the terms of this Agreement:

(i) **Acceptable Solid Waste.** Accept and dispose of all Controlled Acceptable Solid Waste delivered to the Delivery Point specified by AAW by the Municipality or its Authorized Hauler(s);

(ii) **Acceptable Bulky Waste.** Accept and dispose of all Controlled Acceptable Bulky Waste delivered to the Delivery Point specified by AAW by the Municipality or its Authorized Hauler(s); and

(iii) **Acceptable Recyclables.** Accept and process all Controlled Acceptable Recyclables delivered to the Recycling Facility specified by AAW by the Municipality or its Authorized Hauler(s).

(c) **AAW's Rejection Rights.** AAW will have the right to reject deliveries of Solid Waste under any of the following circumstances:

(i) **Acceptable Solid Waste, Acceptable Bulky Waste, and Acceptable Recyclables.** AAW may reject a delivery of Acceptable Solid Waste, Acceptable Bulky Waste, Acceptable Recyclables, as the case may be, if (A) such material was not generated within the boundaries of the Municipality; (B) such material was not delivered to the AAW-specified Delivery Point, in the case of Acceptable Solid Waste or Acceptable Bulky Waste, or a Recycling Facility, in the case of Acceptable Recyclables, in accordance with Applicable Law and this Agreement, including the Hauler's Rules and Regulations; (C) such material is delivered at a time when the Municipality or any of its Authorized Haulers is in breach of its obligations under this Agreement, including the Hauler's Rules and Regulations; or (D) such Acceptable Solid Waste, Acceptable Bulky Waste, or Acceptable Recyclables is not Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, or Controlled Acceptable Recyclables, as the case may be;

(ii) **Rejection due to Force Majeure.** Subject to Section 8.1(b), AAW has the right to reject Controlled Acceptable Solid Waste and/or Controlled Acceptable Bulky Waste and/or Controlled Acceptable Recyclables during an Event of Force Majeure; and

(iii) **AAW's Discretion.** AAW has the right to reject any Solid Waste or material delivered by the Municipality or any Authorized Hauler which AAW determines, in its sole reasonable discretion, is not Acceptable Solid Waste, Acceptable Bulky Waste or Acceptable Recyclables, as the case may be, subject to Sections 4.2, 4.3, and 4.4 with respect to Non-Processible Waste.

(d) **Transfer of Title.** Title to Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, or Controlled Acceptable Recyclables delivered by or on behalf of the Municipality will pass to AAW at the time that AAW accepts such Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, or Controlled Acceptable Recyclables, upon AAW's determination that such Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, or Controlled Acceptable Recyclables meet all of the requirements of this Agreement, including the applicable Hauler's Rules and Regulations. In the event that AAW subsequently determines that any Solid Waste or other materials accepted from the Municipality or an Authorized Hauler is not Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, or Controlled Acceptable Recyclables, AAW may revoke its acceptance of such Solid Waste or other material and title thereto will revert to the Municipality or the Authorized Hauler. At no time will AAW be deemed to have accepted or taken title to Unacceptable Waste or to any other Solid Waste or other material rightfully rejected by AAW pursuant to this Agreement, including the applicable Hauler's Rules and Regulations.

(e) **Diversions.** In addition to any other diversion rights it has under this Agreement, AAW may divert one or more deliveries of Controlled Acceptable Solid Waste or Controlled Acceptable Bulky Waste hereunder to a Facility other than a Delivery Point, and/or to divert one or more deliveries of Controlled Acceptable Recyclables to a Facility other than a Recycling Facility, and the Municipality will deliver or cause to be delivered such diverted Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, or Controlled Acceptable Recyclables to the AAW-designated alternative Facility (the "Designated Facility"). AAW will provide to the Municipality a minimum of forty-eight (48) hours' prior written notice of any planned diversion and commercially reasonably prompt notice of any unplanned diversion of waste or recyclables deliveries. For each delivery that is so diverted and accepted at the then Designated Facility, (i) AAW will pay the Incremental Transportation Cost, if any, for each Ton of Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, or Controlled Acceptable Recyclables diverted and accepted by AAW, and such payment will be made by AAW to the Authorized Hauler who incurred such Incremental Transportation Cost; (ii) the diverted Tons of Controlled Acceptable Solid Waste and Controlled Acceptable Bulky Waste will be deemed to have been delivered and accepted at a Delivery Point by AAW for purposes of this Agreement, including Sections 3.1 and 6.1; and (iii) the diverted Tons of Controlled Acceptable Recyclables will be deemed to have been delivered and accepted at a Recycling Facility by AAW for purposes of this Agreement, including Sections 3.2 and 6.1. AAW's right to divert deliveries under this Subsection (e) is in addition to its right under Section 8.1(b) to arrange for the delivery of Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste and/or Controlled Acceptable Recyclables to another location or facility during an Event of Force Majeure.

(f) **Food Scraps / Organics.** If the Municipality pursues a program to divert Organics at the Municipality's residences, or town buildings, it will consult with AAW and the parties will mutually agree to amend this Agreement accordingly, including services to be provided by AAW



and fees to be paid by the Municipality, and implement such program. For the purposes of this provision, "Organics" means food waste generated by households and town buildings within the geographic boundaries of the Municipality, including meat, fish, and dairy waste, fruit and vegetable waste, pasta, bread, rice, and other grains waste, coffee grinds and filters, and tea bags.

**1.3 Term.** This Agreement is effective as of the Effective Date. The initial term of this Agreement will begin on the Commencement Date and will expire at 11:59 p.m. on June 30, 2034 (the "Initial Term"), unless sooner terminated as provided herein. The Parties may extend the term of this Agreement upon such terms and conditions as are mutually agreed to by the Parties (any such extension term, the "Renewal Term"). The Initial Term and the Renewal Term(s), if any, are referred to herein collectively as the "Term." Upon the expiration of the Term or other permitted termination of this Agreement, the obligations and rights of the Municipality to deliver Controlled Acceptable Solid Waste and Controlled Acceptable Bulky Waste to a Delivery Point and Controlled Acceptable Recyclables to a Recycling Facility, and the obligations of AAW hereunder will terminate; provided, however, (i) each Party will remain liable to the other with respect to any liability arising prior to such expiration or termination and such liabilities will survive and continue until the same are fully satisfied or waived; and (ii) the indemnification obligations of each Party hereunder, the post-termination insurance obligations under Sections 2.3(d) and 10.3, the confidentiality obligations under Section 12.11 and any confidentiality agreement executed pursuant to Section 3.3 or Section 12.11(a) and the provisions of Articles 11 and 12, will survive the termination or expiration of this Agreement.

## Article 2 DELIVERY PROCEDURES AND AUTHORIZED HAULERS

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

**2.2 Vehicle Identification.** AAW may establish a system for the identification of delivery vehicles (which procedures may require the identification of the name of the Municipality and the tare weight of each vehicle used to deliver waste to a Delivery Point, a Recycling Facility or any other Facility) and may modify or amend such system from time to time. AAW will be allowed to rely on representations made by the individual operators of vehicles owned by or operated on behalf of the Municipality or any Authorized Hauler as to the Person against whose account is to be charged for the material delivered to a Delivery Point, a Recycling Facility or any other Facility. AAW may reject Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, or Controlled Acceptable Recyclables delivered by any Person or vehicle that does not comply with the identification system or the applicable Hauler's Rules and Regulations. AAW may enforce compliance with identification and delivery procedures by termination or suspension of any Person's delivery privileges and such other means as it may reasonably determine to be necessary or appropriate.

### 2.3 Authorized Haulers.

**(a) Designation of Authorized Haulers.** The Municipality may designate one or more Authorized Haulers to deliver Controlled Acceptable Solid Waste or Controlled Acceptable Bulky Waste to a Delivery Point and/or Controlled Acceptable Recyclables to a Recycling Facility pursuant to this Agreement. Such designation(s) will not relieve the Municipality of any of its duties or responsibilities under this Agreement. The designation by the Municipality of one or more Authorized Haulers will not affect the right of AAW to rely on the representations of the Person(s) delivering such materials as to its composition, place of origin, and other relevant characteristics.

**(b) Notice of Designation.** Prior to the designation or use of any new Authorized Hauler and prior to the termination of an existing Authorized Hauler or the extension of an agreement with an existing Authorized Hauler, the Municipality will deliver written notice to AAW of the name, address and other relevant information regarding such Authorized Hauler. Within seven (7) calendar days of receipt of such notice, AAW will notify the Municipality whether the proposed Authorized Hauler has delivery privileges at the Delivery Points or Recycling Facilities, as the case may be, or is then subject to revocation or suspension of those privileges for cause (as defined in Subsection (c) below). AAW's approval of the Municipality's Authorized Hauler(s) will not be unreasonably withheld, conditioned or delayed. The Municipality will not enter into any agreement or extension of any agreement with any hauler which does not have delivery privileges at the Delivery Points or the Recycling Facilities, as applicable, or whose delivery privileges at the Delivery Points or Recycling Facilities, as applicable, have been terminated or suspended.

**(c) Delivery Privileges.** AAW may terminate or suspend a Person's delivery privileges at the Delivery Points and/or Recycling Facilities for cause. For purposes of this Subsection (c) and Subsection (b) above, the term "cause" includes any act or omission of an Authorized Hauler (including its individual vehicle operators) which (i) involves a material misrepresentation or negligence resulting in harm to persons or property; (ii) constitutes a material, or is part of a persistent and repeated, violation of Applicable Law; or (iii) constitutes a material, or is part of a

persistent and repeated, breach of either the Municipality's or the Authorized Hauler's obligations hereunder, including the Hauler's Rules and Regulations (as provided therein), and the insurance requirements described in Subsection (d) below.

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

**(e) AAW as Authorized Hauler.** Notwithstanding Sections 2.3(a) – (d), the Parties acknowledge and agree that AAW shall be the sole and exclusive Authorized Hauler during the Term.

## Article 3 TIP FEES AND PROCESSING FEES

**3.1 Tip Fees.** The Municipality will pay to AAW the applicable Tip Fees set forth in Exhibit A attached hereto for: (i) Controlled Acceptable Solid Waste delivered by or on behalf of the Municipality to a Delivery Point or another Facility and accepted by AAW; (ii) Controlled Acceptable Bulky Waste delivered by or on behalf of the Municipality to a Delivery Point or another Facility and accepted by AAW; (iii) Non-Processible Waste delivered by or on behalf of the Municipality to a Delivery Point or another Facility and disposed of by AAW as provided in Section 4.2, 4.3 and 4.4; and (iv) Controlled Acceptable Solid Waste or Controlled Acceptable Bulky Waste the delivery, disposal and/or processing of which is arranged for by AAW as provided in Section 8.1(b) (such Tip Fee, in each instance, to be in addition to the payment of all other Fees payable by the Municipality hereunder).

**3.2 Processing Fees.** During the Term, the Municipality will pay the Processing Fees set forth in Exhibit B attached hereto for (i) Acceptable Recyclables delivered by or on behalf of the Municipality to, and accepted by AAW at, a Recycling Facility or other Facility; and (ii) Acceptable Recyclables the delivery of which is arranged for by AAW as provided in Section 8.1(b) (in each case, such Processing Fee to be in addition to the payment of all other Fees payable by the Municipality hereunder).

**3.3 Inspection of Books and Records.** Subject to the terms and conditions set forth in this Section 3.3, AAW will cause those AAW books and records relating to the quantity of Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, Controlled Acceptable Recyclables and Non-Processible Waste delivered by the Municipality and its Authorized Haulers and accepted by AAW to be available to a representative of the Municipality for inspection upon reasonable notice and during normal business hours. All such inspections by the representatives of the Municipality will be conducted in such manner as not to cause interference with the operation of any Facility and such representatives will comply with all reasonable rules adopted by AAW or the owners or operators of the location where such AAW books and records are made available, including rules relating to maintaining the safety of those persons present on the site where the books and records are located and rules requiring Persons who will be given access to Confidential Information to enter into a reasonable confidentiality agreement with terms and conditions substantially similar to those set forth in Section 12.11 and other rules relating to the protection of the Confidential Information of AAW and its contractors and subcontractors.

## Article 4 QUALITY OF SOLID WASTE

**4.1 Acceptable Solid Waste and Acceptable Bulky Waste.** The Municipality agrees that the materials delivered hereunder to a Delivery Point or other Facility as Acceptable Solid Waste will consist of only Controlled Acceptable Solid Waste and that the materials delivered as Acceptable Bulky Waste will consist of only Controlled Acceptable Bulky Waste, and will, in each case, otherwise comply with the requirements of this Agreement, the applicable Hauler's Rules and Regulations and Applicable Law. The Municipality further agrees that the materials delivered hereunder to a Recycling Facility or other Facility as Acceptable Recyclables will consist of only Controlled Acceptable Recyclables and will otherwise comply with the requirements of this Agreement, the applicable Hauler's Rules and Regulations and Applicable Law. The Municipality will permit no new deliveries and will discontinue or cause to be discontinued current deliveries of materials that do not comply with the provisions of this Section 4.1. The voluntary retention of waste enforcers by AAW or the owner or operator of a Delivery Point, a Recycling Facility or other Facility, or any act or omission on such waste enforcers' part, will not relieve the Municipality of its obligation to deliver or cause to be delivered only Controlled Acceptable Solid Waste or Controlled Acceptable Bulky Waste to a Delivery Point or other Facility and only Controlled Acceptable Recyclables to a Recycling Facility or other Facility, and to provide or pay for the disposal of material that is other than

Controlled Acceptable Solid Waste or Controlled Acceptable Bulky Waste delivered to a Delivery Point or another Facility or other than Controlled Acceptable Recyclables delivered to a Recycling Facility or another Facility.

**4.2 Non-Processible Waste in Acceptable Solid Waste Stream.** The Municipality agrees that neither it nor any of its Authorized Haulers will deliver Non-Processible Waste to a Delivery Point or any other Facility. If a delivery of materials is made which contains both Acceptable Solid Waste and Non-Processible Waste, the entire delivery will constitute Non-Processible Waste if the Non-Processible Waste cannot be separated from the Acceptable Solid Waste without unreasonable efforts by or expense to AAW as determined by AAW in its sole discretion. If Non-Processible Waste is delivered to a Delivery Point, AAW, in addition to any other rights and remedies to which AAW may have hereunder or under Applicable Law, at its sole option may (i) reject such materials and require the Person who delivered such Non-Processible Waste to reload and dispose of such materials at the sole cost and expense of such Person, or (ii) if AAW does not discover such Non-Processible Waste in time to reject and require the reloading such Non-Processible Waste, AAW may dispose of such Non-Processible Waste at a location or facility that is authorized to accept such Non-Processible Waste in accordance with all Applicable Law, and the Municipality will pay to AAW the then current Tip Fee for Non-Processible Waste in accordance with Exhibit A for each Ton of such Non-Processible Waste plus any other fees, expenses, or costs incurred in handling and disposing of such Non-Processible Waste. None of the foregoing actions by AAW will constitute acceptance of such Non-Processible Waste by AAW, transfer of the ownership of such Non-Processible Waste to AAW, consent by AAW to any future deliveries by the Municipality or its Authorized Haulers of Non-Processible Waste, or waiver by AAW of any rights or remedies it may have against the Municipality or its Authorized Haulers because of the delivery of such Non-Processible Waste.

**4.3 Non-Processible Waste in Acceptable Recyclables Stream.** The Municipality agrees that neither it nor any of its Authorized Haulers will deliver Non-Processible Waste to a Recycling Facility or any other Facility. In the event that a delivery of materials is made which contains both Acceptable Recyclables and Non-Processible Waste, (i) if the delivery is comprised of more than 25% Non-Processible Waste in AAW's sole discretion, then the entire delivery will be deemed Non-Processible Waste and disposed of as such; (ii) if the delivery is comprised of more than 15% up to 25% of Non-Processible Waste in AAW's sole discretion, then the percentage of Non-Processible Waste will be deemed Non-Processible Waste and disposed of as such; and (iii) if the delivery is comprised of less than or equal to 15% of Non-Processible Waste in AAW's sole discretion, then the entire delivery will be deemed Acceptable Recyclables and processed as such. AAW may dispose of such Non-Processible Waste at a location or facility that is authorized to accept such Non-Processible Waste in accordance with all Applicable Law, and the Municipality will pay to AAW the then current Tip Fee for Non-Processible Waste in accordance with Exhibit A for each Ton of such Non-Processible Waste disposed of as such plus any other fees, expenses, or costs incurred in handling and disposing of such Non-Processible Waste. None of the foregoing actions by AAW will constitute acceptance of such Non-Processible Waste by AAW, transfer of the ownership of such Non-Processible Waste to AAW, consent by AAW to any future deliveries by the Municipality or its Authorized Haulers of Non-Processible Waste, or waiver by AAW of any rights or remedies it may have against the Municipality or its Authorized Haulers because of the delivery of such Non-Processible Waste.

**4.4 Non-Processible Waste in Acceptable Bulky Waste Stream.** The Municipality agrees that neither it nor any of its Authorized Haulers will deliver Non-Processible Waste to a Delivery Point or any other Facility. If a delivery of materials is made which contains both Acceptable Bulky Waste and Non-Processible Waste, the entire delivery will constitute Non-Processible Waste if the Non-Processible Waste cannot be separated from the Acceptable Bulky Waste without unreasonable efforts by or expense to AAW as determined by AAW in its sole discretion. If Non-Processible Waste is delivered to a Delivery Point, AAW, in addition to any other rights and remedies to which AAW may have hereunder or under Applicable Law, at its sole option may (i) reject such materials and require the Person who delivered such Non-Processible Waste to reload and dispose of such materials at the sole cost and expense of such Person, or (ii) if AAW does not discover such Non-Processible Waste in time to reject and require the reloading such Non-Processible Waste, AAW may dispose of such Non-Processible Waste at a location or facility that is authorized to accept such Non-Processible Waste in accordance with all Applicable Law, and the Municipality will pay to AAW the then current Tip Fee for Non-Processible Waste in accordance with Exhibit A for each Ton of such Non-Processible Waste plus any other fees, expenses, or costs incurred in handling and disposing of such Non-Processible Waste. None of the foregoing actions by AAW will constitute acceptance of such Non-Processible Waste by AAW, transfer of the ownership of such Non-Processible Waste to AAW, consent by AAW to any future deliveries by the Municipality or its Authorized Haulers of Non-Processible Waste, or waiver by AAW of any rights or remedies it may have against the Municipality or its Authorized Haulers because of the delivery of such Non-Processible Waste.

## Article 5 COLLECTION AND HAULING

**5.1 Exclusive Contract.** The Municipality hereby grants to AAW, for the Term, the exclusive right and obligation to provide: curbside collection, transport and disposal of residential Acceptable Solid Waste and Acceptable Recyclables; collection, transport and disposal of Acceptable Solid Waste and Acceptable Recyclables originating from condominiums (as shown in Exhibits C and D); collection, transport and disposal of Acceptable Solid Waste and Acceptable Recyclables originating from Town Buildings (as defined in Exhibit C). The Municipality agrees and covenants that during the Term of this Agreement, it will not separately provide nor cause to be provided the services required under the terms of this Agreement.

**5.2 AAW Collection Services.** AAW will provide the following services during the Term:

(a) Town Buildings and Condominiums Collection. Collection and disposal services for municipal buildings and condominiums ("Town Buildings and Condominiums Collection Services") in accordance with Exhibit C. The Town Buildings and Condominium Collection

Services shall consist of the provision of appropriately sized dumpsters and/or carts for each such building or complex, the scheduled collection and removal of Controlled Acceptable Solid Waste and Controlled Acceptable Recyclables, and the disposal and processing of the collected Controlled Acceptable Solid Waste and Controlled Acceptable Recyclables. The buildings and complexes to be serviced by the Town Buildings and Condominium Collection Services as well as the fees AAW shall charge and the Municipality shall pay in connection with the Town Buildings and Condominiums Collection Services are provided in Exhibit C ("Town Buildings and Condominiums Collection Fees"). The Municipality shall be responsible for all Fees associated with the collected material.

(b) Residential Collection. Once per week, residential 1-3 family, 4 family, and condominium 96-gallon automated curbside collection of Controlled Acceptable Solid Waste with delivery of such Acceptable Solid Waste to the Delivery Point and once every two weeks, residential 1-3 family, 4 family, and condominium 96-gallon automated collection of Controlled Acceptable Recyclables with delivery of such Acceptable Recyclables to the Recycling Facility, each in accordance with Exhibit D ("Residential Collection Services"). The fees AAW shall charge and the Municipality shall pay in connection with the Residential Collection are provided in Exhibit D ("Residential Collection Fees").

(i) Residential Collection Schedule. AAW will provide residential Controlled Acceptable Solid Waste and Controlled Acceptable Recyclables collection in accordance with the route schedule mutually agreed upon by the Town and AAW (the "Collection Schedule"). The Collection Schedules will not include Saturday or Sunday as a regular collection day.

(ii) Delays and Adjustments to Collection Schedule. If, at any time during the Term of this Agreement, AAW collects any section of the Municipality on a day other than the scheduled day, AAW will notify the Municipality. Collection, if routinely scheduled, will be made on every legal holiday except New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Collection not made due to any of the six (6) identified holidays will cause the remaining weekly schedule to be delayed one day with the final day of collection to be made on the Saturday following such holiday.

(c) Bulky Waste Collection. Twice per year, on dates mutually agreed upon by the Parties, AAW will host, free of charge except for Tip Fees, a Bulky Waste drop-off event at its facility in the Municipality, during which AAW will accept Bulky Waste generated within the Municipality and delivered to AAW's facility in the Municipality from Municipality residents ("Bulky Waste Collection").

(d) Department of Public Works Hauling. During the Term and at the Municipality's option in addition to the Bulky Waste Collection services provided pursuant to Section 5.2(d) above, AAW will provide to the Municipality at the Municipality's Department of Public Works, one (1) thirty (30)-yard dumpster for Bulky Waste for disposal. AAW will provide complimentary hauling service up to one (1) time per month, provided the Municipality pays the Tip Fee at the then applicable Bulky Waste Tip Fee ("Optional Hauling Services"). The Municipality shall be responsible for all Fees associated with hauled material.

## Article 6 INVOICING AND PAYMENTS

**6.1 Monthly Payments.** At the end of each calendar month, AAW will provide an invoice to the Municipality for the total Fees, including Town Buildings and Condominiums Collection Fees, and prorated Residential Collection Fees due from the Municipality hereunder for the preceding month, and the Municipality will pay to AAW the amount of such invoice on or before the close of the thirtieth (30<sup>th</sup>) calendar day following the date of the invoice.

**6.2 Interest on Overdue Payments; Collection Charges.** If payment in full of the Fees, including Town Buildings and Condominiums Collection Fees, and Residential Collection Fees is not made by the Municipality in accordance with Section 6.1, any amount remaining unpaid as of the payment due date will bear interest at the rate of one percent (1%) per month or the highest rate that may then be lawfully charged and paid, whichever is less, from such due date to the actual date of payment. The Municipality agrees to pay on demand all reasonable costs and expenses incurred by AAW in connection with the enforcement of the terms of this Agreement and the collection of all amounts due under this Agreement, including the fees and expenses of AAW's legal counsel.

**6.3 Disputed Invoices.** In the event of a dispute as to any monthly invoice, (i) the Municipality will pay when due the full amount of the invoice, including any amount in dispute, and (ii) the Municipality will give AAW, at the time such payment is made, written notice of the dispute. Acceptance by AAW of payment of an amount less than the full amount of the invoice will not constitute accord and satisfaction of the amount in dispute and will not prevent the accrual of interest or the payment of collection costs and expenses as provided in Section 6.2 with respect to disputed amounts finally determined to be due to AAW. Such notice will identify said dispute with reasonable particularity, state the amount in dispute and set forth a full statement of the grounds which form the basis of such dispute. Upon settlement by the Parties of the dispute, AAW will refund promptly the amount of any overpayment, if any, or the Municipality will promptly pay the outstanding portion of the invoice, if any, plus interest and costs of collection, whichever is applicable.

**6.4 Obligation of the Municipality to Make Payments.** This Agreement is binding on the Municipality, and the Municipality is obligated to appropriate funds and levy taxes to pay its obligations under this Agreement. The Municipality agrees that its obligation to make any such payments in the amounts and at the times herein specified are absolute and unconditional, are not subject to any setoff, abatement, counterclaim, recoupment, defense (other than payment itself) or other right which the Municipality may have against AAW or any other Person for any reason whatsoever or any reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of the Municipality or limit recourse against the Municipality. Payment made pursuant to this provision will not prejudice the right of the Municipality to claim abatements, refunds or adjustments to which it is entitled under this Agreement or pursuant to Applicable Law. The Municipality's obligation to make such payments will not be affected by any damage to a Delivery Point, Recycling Facility or another Facility, or any interruption or cessation in the possession, use or operation of the Delivery Point, Recycling Facility or other Facility by AAW or any other Person, so long as the Delivery Point, Recycling Facility or other Facility is capable of accepting



Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, or Controlled Acceptable Recyclables, as the case may be, delivered by or on behalf of the Municipality pursuant to this Agreement.

## Article 7 GOVERNMENTAL REGULATION

**7.1 Jurisdiction.** AAW and the Municipality acknowledge that the collection, transportation and disposal of Solid Waste is subject to the jurisdiction of various governmental agencies, including agencies of the United States of America, the State of Connecticut and the states and municipalities in which the Delivery Points, Recycling Facilities, and the other Facilities are located.

**7.2 Compliance.** AAW agrees, at its own expense and subject to the provisions herein relating to Events of Force Majeure, to comply with all Applicable Law applicable to AAW in connection with this Agreement and the transactions contemplated hereby, and the Municipality agrees, at its own expense and subject to the provisions herein relating to Events of Force Majeure, to comply with all Applicable Law in connection with this Agreement and the transactions contemplated hereby. Such Applicable Law will include actions taken by a municipality to regulate vehicular traffic in and around a Delivery Point, a Recycling Facility or other Facility and the making of deliveries to a Delivery Point, a Recycling Facility or other Facility.

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

## Article 8 EVENTS OF FORCE MAJEURE AND CHANGE-IN-LAW

### 8.1 Suspension of Obligations.

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

(b) Rejection Rights. If AAW exercises its right to reject Acceptable Solid Waste and/or Acceptable Recyclables pursuant to Section 1.2(c), AAW will notify the Municipality in writing and:

(i) AAW will use commercially reasonable efforts to identify and, as agent for the Municipality, arrange for the disposal of such rejected Acceptable Solid Waste, Acceptable Bulky Waste, and/or Acceptable Recyclables at a location or facility that is authorized to accept such Acceptable Solid Waste, Acceptable Bulky Waste, and/or Acceptable Recyclables in accordance with all Applicable Law, and AAW may charge the Municipality, and the Municipality will pay, the Tip Fee or Processing Fee for each Ton of such Acceptable Solid Waste, Acceptable Bulky Waste, Acceptable Recyclables, and/or Non-Processible Waste respectively, and, in addition, all out-of-pocket costs incurred by AAW arising from or related to the collection, handling, storage, transportation, processing and disposal of such Acceptable Solid Waste, Acceptable Bulky Waste, Acceptable Recyclables, and/or Non-Processible Waste, including the reasonable charges of any affiliate or designee of AAW; or

(ii) Notwithstanding the foregoing, the Municipality may in its discretion and with prior written notice to AAW, elect and provide for, at the Municipality's expense, alternate arrangements for the disposal and/or processing of Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, and/or Controlled Acceptable Recyclables, respectively, to the extent necessitated by, and for the duration of, the Event of Force Majeure; and

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

(d) Limitation of Liability. The Parties have no liability or obligation to each other for any costs or expenses incurred as a result of an Event of Force Majeure, except for the Municipality's obligations under Subsection (b)(i) above during any period that it elects to have AAW arrange for alternative disposal and its obligations under Section 10.4(a).

**8.2 Notice and Efforts to Remove Condition.** The Party relying on an Event of Force Majeure as an excuse for a delay or failure of performance hereunder will give the other Party prompt written notice of such Event of Force Majeure and use commercially reasonable efforts to mitigate or remove such Event of Force Majeure as soon as reasonably practicable.

## Article 9 DEFAULT AND REMEDIES

**9.1 Events of Default by AAW.** Each of the following will be an event of default by AAW under this Agreement:

(a) Failure to Accept. AAW fails to perform its obligations to accept delivery of Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, and Controlled Acceptable Recyclables in accordance with this Agreement and such failure continues for a period of thirty (30) consecutive calendar days after written notice to AAW by the Municipality;

(b) Failure to Perform. AAW fails to observe and perform any other material term, covenant or agreement contained in this Agreement and such failure continues for, or is not remedied within, a period of sixty (60) calendar days after written notice to AAW by the Municipality specifying the nature of such failure and requesting that it be remedied; or

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

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

(a) Failure to Pay. The Municipality fails to pay any Fees or any other amounts payable pursuant to this Agreement within thirty (30) calendar days after notice of delinquency from AAW;

(b) Failure to Perform. The Municipality or any Authorized Hauler fails to observe and perform any other material term, covenant or agreement contained in this Agreement, including the Hauler's Rules and Regulations, or other agreements or policies to which either the Municipality or its Authorized Haulers are subject in accordance with this Agreement and such failure continues for, or is not remedied within, a period of sixty (60) calendar days after written notice to the Municipality specifying the nature of such failure and requesting that it be remedied; or

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

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

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

(i) The Municipality has the option, upon written notice to AAW, without terminating this Agreement, to suspend deliveries of Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, and/or Controlled Acceptable Recyclables until such default is cured or this Agreement is terminated;

(ii) Other than an event of default under Section 9.1(a), the Municipality will have the option, upon at least thirty (30) calendar days' prior written notice to AAW, to terminate this Agreement unless the event of default is cured prior to the expiration of an additional thirty (30) calendar day period or unless during such period AAW has taken, and continues to take with commercially reasonable diligence, remedial steps the effect of which would be to enable AAW to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, will mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint); and

(iii) Pursuant to Section 9.1(a), the Municipality has the option, upon written notice by the Municipality to AAW, to terminate this Agreement.

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

(i) AAW has the option, upon written notice to the Municipality, without terminating this Agreement, to suspend accepting Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, and/or Controlled Acceptable Recyclables until such default is cured or this Agreement is terminated;

(ii) Other than an event of default under Section 9.2(a), AAW has the option, upon at least sixty (60) calendar days' prior written notice to the Municipality by AAW, to terminate this Agreement unless the event of default is cured prior to the expiration of such sixty (60) calendar day period or unless during such period the Municipality has taken, and continues to take with commercially reasonable diligence, remedial steps the effect of which would be to enable the Municipality to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, will mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint); and

(iii) Pursuant to Section 9.2(a), AAW has the option to terminate this Agreement immediately upon written notice to the Municipality.

(c) Limitation of Liability for Event of Force Majeure. In no event will either Party be liable to the other for monetary damages on account of a breach of the terms of this Agreement caused by a declaration of an Event of Force Majeure made in good faith; provided, however, that nothing in this Section will be deemed to limit the obligation of the Municipality to make the payments described in Article 3, Article 4, Article 5, Article 6 or Section 8.1 as a result of an Event of Force Majeure.

**9.4 Remedies Cumulative.** Upon an event of default, the non-defaulting party may pursue all remedies available to it whether at law or in equity. All rights and remedies under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available at law or in equity. Except as otherwise expressly provided herein, neither Party will have any liability to the other under this Agreement for any punitive damages. Notwithstanding anything

in this Agreement to the contrary, AAW has the right to seek and recover damages for Municipality's breach of this Agreement.

#### Article 10 REPRESENTATIONS, WARRANTIES, INSURANCE, AND INDEMNIFICATION

10.1 Representations and Warranties of the Municipality. The Municipality hereby represents and warrants to AAW that:

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

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

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

(d) During the Term, the Municipality will not dispose, process or exercise control over the disposal or processing of Solid Waste (including commercial Solid Waste delivered to a transfer station) which does not meet the definition of Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, or Controlled Acceptable Recyclables subject to this Agreement, including, but not limited to, violating such restriction through the execution of a disposal or processing contract which commits Solid Waste outside of Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, and Controlled Acceptable Recyclables to a facility not owned and operated by AAW;

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

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

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

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

10.2 Representations and Warranties of AAW. AAW hereby represents and warrants to the Municipality that:

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

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

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

(d) Consistent with Conn. Gen. Stats. 22a-228 and 22a-229, AAW and/or its contractors and subcontractors will make an effort to utilize waste to energy facilities as ultimate disposal locations. The ultimate disposal facilities that AAW and/or its contractors and subcontractors may use are as follows: (i) Wheelabrator Millbury at 331 SW Cutoff Rd., Millbury, MA; (ii) Wheelabrator Bridgeport at 6 Howard Ave., Bridgeport, CT; (iii) Wheelabrator Lisbon at 425 S. Burnham Hwy, Lisbon, CT; (iv) Covanta SECONN at 132 Military Hwy, Preston, CT; (v) Carbon Limestone Landfill 8100 S. Stateline Rd., Lowellville, OH; (vi) Apex Landfill at 11 County Rd. 78, Amsterdam, OH; (vii) Sunny Farms Landfill at 12500 W. County Rd. 18, Fostoria, OH; and (ix) Tunnel Hill Landfill at 8822 Tunnel Hill Road, New Lexington, OH.

(e) The Delivery Points and the Recycling Facilities (i) are capable of accepting all Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, and all Controlled Acceptable Recyclables; (ii) will maintain safe and efficient queuing, weighing, unloading, screening, and vehicle departure procedures to assure efficient use of the Facilities by the Municipality's employees or agents; (iii) will have sufficient capacity for unloading, storage, transfer, or other processing of materials so as not to impair the delivery of materials from the Municipality; and (iv) have emergency, health and safety policies, procedures and practices for employees and users of the facility; and

(f) the Delivery Points and Recycling Facilities will have calibrated truck scales to record the weight of all delivered loads and have a process to accurately record the weight and time of all deliveries so that material quantities can be accurately weighed and accounted for in reporting.

#### 10.3 Insurance.

(a) Municipality Required Insurance. The Municipality, if delivering materials to a Delivery Point or to a Recycling Facility in municipal vehicles, will obtain and maintain such

insurance coverage as AAW may reasonably require in conformity with the insurance coverages required by AAW for Authorized Haulers under Section 2.3(d) and the Hauler's Rules and Regulations, and the Municipality will name each of AAW and its designee as an additional insured under such policies and, to the extent commercially available, such policies will provide for thirty (30) calendar days' prior written notice to AAW in the event of expiration, cancellation, non-renewal or any other material change in coverage.

(b) AAW Required Insurance. During the Term, AAW will obtain and maintain the Required Insurance in accordance with Exhibit E.

(c) Waiver of Subrogation. All insurance policies, including workers' compensation, required to be maintained by a Party under this Section 10.3 will include a waiver of subrogation endorsement.

#### 10.4 Indemnification.

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

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

(c) Procedures. If any action or proceeding is brought by a third party against an indemnified party in respect of which indemnity may be sought under this Agreement, the indemnified party will promptly give written notice of any such action or proceeding to the indemnifying party and may require the indemnifying party, upon such written notice, to assume the defense of the action or proceeding; provided that failure of the indemnified party to give such notice will not relieve the indemnifying party from any of its obligations under this Section 10.4. Upon receipt of such written notice from the indemnified party, the indemnifying party will resist and defend such action or proceeding at the indemnifying party's expense; provided, however, that the indemnified party will have the right to approve the counsel selected by the indemnifying party to defend the indemnified party. Notwithstanding the foregoing, the indemnified party will have the right to employ separate counsel and to participate in such defense, and the indemnifying party will bear the reasonable fees and expenses of such separate counsel if: (i) the representation of the indemnified party by the same counsel would be inappropriate due to actual or potential conflicts of interest between them in the conduct of such defense; (ii) there may be legal defenses available to the indemnified party that are different from or additional to those available to the indemnifying party; or (iii) the indemnifying party fails to employ counsel reasonably satisfactory to the indemnified party within a reasonable period of time after notice of the claim or proceeding. If the indemnified party retains separate counsel in cases other than as described in clause (i), (ii) or (iii) above, such counsel will be retained at the expense of the indemnified party. Except as provided above, the indemnifying party will not be liable for the fees and expenses of more than one counsel. The indemnifying party will not, without the prior written consent of the indemnified party, settle or compromise any claim or consent to the entry of any judgment that (i) does not include an unconditional release of the indemnified party from all liabilities with respect to such claim; (ii) provides for equitable or any relief against the indemnified party, other than monetary damages to be paid by the indemnifying party; or (iii) requires any act or forbearance from acting by the indemnified party (other than the execution of the settlement agreement).

#### Article 11 GOVERNING LAW AND DISPUTES

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

#### 11.2 Dispute Resolution.

(a) Mediation and Arbitration. All disputes, claims, controversies and differences arising out of or relating to this Agreement, or the termination, invalidity or breach hereof, will be determined first by a Party requesting mediation, in accordance with the Commercial Arbitration Rules of the American Arbitration Association to be conducted in the City of Hartford, Connecticut. The Parties will share the cost of mediation, with AAW paying fifty percent (50%) of the cost and the Municipality paying the remaining fifty percent (50%) of the cost. If such dispute, claim, controversy and/or difference is not resolved by mediation within forty-five (45) days of the date of the first notice by a Party to request mediation, such dispute, claim, controversy and/or difference will be determined by arbitration in the City of Hartford, Connecticut, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (except as otherwise specified in this Section 11.2) and each Party submits to the jurisdiction of such arbitration. A Party may, upon written notice to the other Party, submit a dispute for arbitration. The dispute will be determined by one (1) arbitrator acceptable to both Parties who will be selected within fourteen (14) calendar days of receipt of notice of intention to arbitrate by the party receiving that notice. If the receiving Party fails to respond to said notice in writing within said fourteen (14) calendar days, then the Party providing said notice will select the arbitrator and the arbitrator selected by the Party providing said notice will be deemed to

have been selected by the receiving Party. If, by the end of said fourteen (14) calendar day period the Parties have not agreed upon one (1) arbitrator as acceptable, then the dispute will be determined by a panel of three (3) arbitrators selected as follows: (i) within an additional seven (7) calendar days, each Party will appoint one (1) arbitrator, and (ii) the two (2) arbitrators will then, within an additional seven (7) calendar days, name a third arbitrator. If the first two (2) arbitrators are unable to agree upon the choice of a third arbitrator within seven (7) calendar days, either Party may request and direct the person or entity administering the arbitration, or, if none, the American Arbitration Association or any other arbitration administering person or entity, to appoint the necessary arbitrator pursuant to the Commercial Arbitration Rules.

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

(c) **Binding and Enforceable Arbitration.** The Parties agree that the provisions of this Section 11.2 may be enforced by any court of competent jurisdiction in Connecticut. Connecticut rules of civil procedure and evidence will apply with respect to any arbitration hereunder, including all rules pertaining to discovery and inspection. The award may be made solely on the default of a Party. The arbitrator(s) will follow substantive rules of law. The arbitrator(s) will make the award in strict conformity with this Agreement and will have no power to depart from or change any of the provisions hereof. If three arbitrators are used, a decision of any two of them will be binding. At the request of either Party at the start of the arbitration, the award of the arbitrator(s) will be accompanied by findings of fact and a written statement of reasons for the decision. The arbitrator(s) have the discretion to award the costs of arbitration, arbitrators' fees and the respective attorneys' fees of each Party between the Parties as they see fit. All Parties agree to be bound by the results of this arbitration; judgment upon the award so rendered may be entered and enforced in any court of competent jurisdiction, including the power to require specific performance. To the extent reasonably practicable, both Parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved. All matters relating to any arbitration hereunder will be maintained in confidence.

(d) **Equitable Relief.** Nothing contained in this Section 11.2 will prohibit either Party from seeking equitable relief without first resorting to mediation or arbitration under such circumstances as that Party's interests hereunder and in its property will be otherwise compromised.

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

## Article 12 MISCELLANEOUS

**12.1 Assignment.** The Municipality may not assign or transfer, directly or indirectly, any of its rights or duties under this Agreement. AAW may assign all or any portion of its rights and obligations under this Agreement or delegate any of its obligations under this Agreement at any time so long as such assignee or delegee is creditworthy and capable of performing the obligations of AAW under this Agreement. Such assignment or delegation will not relieve AAW of any obligations or liabilities hereunder arising on or after the date of the assignment or delegation unless such assignment or delegation is to a Qualified AAW Affiliate or the Municipality consents in writing to such assignment or delegation, which consent will not be unreasonably withheld, conditioned or delayed. Any assignment in violation of this Section 12.1 will be null and void and of no effect.

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

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

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

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

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

If to the Municipality:

Town of East Windsor  
11 Rye Street  
Broad Brook, CT 06016  
Attn: First Selectman  
Email: [XXXXXXXXXX]

If to AAW:

All American Waste, LLC  
555 Taylor Road  
Enfield, CT 06082  
Attention: Eric Fredericksen  
Email: eric@allamericanwaste.com

With a copy to:

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

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

**12.8 Severability.** In the event that any of the provisions, portions or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction or the arbitrator(s) in accordance with Section 11.2, the remaining provisions, portions and applications thereof will not be affected thereby. In such event, the Parties agree that the court or arbitrator(s) making such determination has the power to alter or amend such provision so that it will be enforceable.

**12.9 No Third-Party Beneficiaries.** Except as provided by Section 10.4, nothing in this Agreement is intended to confer any right to any Person other than the Parties and their respective successors and permitted assigns; nor is anything in this Agreement intended to modify or discharge the obligation or liability of any third party to any Party or give any third party any right of subrogation or action over or against any Party. Notwithstanding the above, F&G Recycling, LLC and Murphy Road Recycling, LLC are third-party beneficiaries of this Agreement.

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

### 12.11 Confidentiality.

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

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

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

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

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

## Article 13 DEFINITIONS AND INTERPRETATION

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

"AAW" means All American Waste, LLC, its designees, permitted assignees and successors.

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

"Acceptable Recyclables" means, as of the Effective Date, the materials identified in Exhibit F to this Agreement, which is attached to, and made a part of, this Agreement by the mutual agreement of the Municipality and AAW. Acceptable Recyclables do not include Unacceptable Waste nor any material that has the reasonable possibility of adversely affecting the operation or useful life of any part of a Recycling Facility. Exhibit F to this Agreement and the list of Acceptable Recyclables will only be modified upon mutual agreement between the Parties.

"Acceptable Bulky Waste" means Bulky Waste generated by residences within the Municipality. Acceptable Bulky Waste does not include Unacceptable Waste nor any material that has the reasonable possibility of adversely affecting the operation or useful life of any part of a Delivery Point.

"Acceptable Solid Waste" means mixed household solid waste (including what is commonly called trash, refuse and garbage) which has the characteristics of Solid Waste and which is (i) normally collected or disposed of by householders or other residents; (ii) permitted under then Applicable Law to be accepted at the Delivery Point or other Facility and disposed of at a Landfill or waste-to-energy facility; and (iii) not Unacceptable Waste, Bulky Waste or Recyclable Materials.

"Applicable Law" means each and every applicable law (including common law), statute, charter, ordinance, rule, regulation, guideline, standard, requirement, code, order, permit, license or approval of any governmental, quasi-governmental, regulatory or administrative agency or authority or court or other tribunal having jurisdiction.

"Authorized Hauler" means a Person which, at the time of reference thereto, (i) is engaging generally in the business of collecting, transporting and delivering Solid Waste and which has registered with the Municipality in accordance with Section 22a-220a(d) of the Conn. Gen. Stat.; (ii) is then designated by the Municipality pursuant to Section 2.3(a) as an Authorized Hauler, as applicable, for Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, and/or Controlled Acceptable Recyclables; and (iii) has then privileges granted by AAW to deliver, as applicable, Controlled Acceptable Solid Waste or Controlled Acceptable Bulky Waste to a Delivery Point and/or Controlled Acceptable Recyclables to a Recycling Facility, and such privileges are not then suspended or terminated.

"Bulky Waste" means large solid waste items from residential, commercial and industrial sources, which may include but is not limited to such items as household furniture, carpets, rugs, Scrap/Light Weight Metals, branches and lumber (but not yard waste), shelving, small appliances, white goods with CFC's removed, mattresses and box springs, tires without rims, porcelain bathroom fixtures such as toilets, bathtubs and sinks; purged and emptied propane, butane and acetylene tanks with valves removed and any other Solid Waste determined by AAW, in its sole discretion, to be Bulky Waste. Bulky Waste shall not include tires with rims nor white goods requiring CFC removal.

"Bulky Waste Collection" is defined in Section 5.2(c).

"Change-in-Law" means any of the following events or conditions occurring after the Effective Date which have or will have, separately or in the aggregate, an adverse effect on, including a significant or substantial increase in the costs associated with, (i) the ability of AAW to perform its obligations under this Agreement or the ability of AAW, or any of its contractors or subcontractors, to accept, transport, dispose, or process any Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, or Controlled Acceptable Recyclables delivered hereunder, respectively; (ii) a Delivery Point or Recycling Facility; or (iii) AAW, or any owner or operator of a Delivery Point or Recycling Facility, in its ownership, use or operation of a Delivery Point or Recycling Facility, or its ability to equip, to test, to operate, to maintain, to own or to possess a Delivery Point or Recycling Facility, to the extent that such event or condition is not the result of any willful or grossly negligent act or omission of the Party relying thereon as justification for not performing any obligation or complying with any condition required of such Party under this Agreement and will include the following: (A) the enactment, adoption, promulgation, implementation, repeal, modification, interpretation or enforcement policy (in the case of implementation, interpretation and enforcement, if such is materially different from the enforcement policy as of the Effective Date) after the Effective Date of any Applicable Law; (B) the imposition after the Effective Date of any condition on the issuance, re-issuance or continued effectiveness of any permit, license or approval, which establishes requirements more burdensome or costly than those that exist or would have been imposed as of the Effective Date; (C) the termination, suspension, rescission, modification, failure to renew or denial after the Effective Date of any such permit, license or approval; (D) the imposition or increase after the Effective Date of any Tax of any nature or the imposition or amendment after the Effective Date of any requirement obligating AAW, or any owner or operator of a Delivery Point or Recycling Facility, or any of their respective affiliates, to establish, maintain or increase reserves, security, or other financial assurances of any nature whatsoever by a governmental, quasi-governmental or other regulatory authority or agency on or in respect to the operation, ownership, possession or use of a Delivery Point or Recycling Facility, or any equipment used to construct, maintain, operate or test a Delivery Point or Recycling Facility, to satisfy its obligations hereunder or the collection, storage, transportation, processing or disposal of materials at a Delivery Point, Recycling Facility or other Facility; or (E) the imposition or increase in a Host Municipality Fee on or after the Effective Date.

"Collection Schedule" is defined in Section 5.2(b)(i).

"Commencement Date" is defined in the recitals.

"Confidential Information" means all data and information heretofore or hereafter disclosed, directly or indirectly, by or on behalf of AAW, any affiliate, designee or predecessor of any of the foregoing Persons, any licensor of technology to be used in connection with a Delivery Point, a

Recycling Facility or another Facility or any contractor or subcontractor engaged by any of the foregoing Persons (the "Disclosing Party") and (i) identified in writing as confidential by the Disclosing Party or AAW, or any affiliate of any of the foregoing Persons or that, given the nature of the information or the circumstances surrounding its disclosure, it should reasonably be considered confidential or proprietary, including patented and unpatented inventions, trade secrets, know-how, techniques, data, specifications, as-built drawings, blueprints, flow sheets, designs, engineering information, construction information, economic information, operation criteria, and other information related to solid waste disposal, recycling processing and resource recovery, or (ii) reviewed or provided pursuant to Article 3; provided, however, Confidential Information does not include information which (a) has become generally available to the public other than as a result of a disclosure by the Municipality or any of its representatives or agents; (b) was available to the Municipality or any of its representatives or agents on a non-confidential basis prior to its disclosure to the Municipality or any of its representatives or agents; or (c) has become available to the Municipality or any of its representatives or agents on a non-confidential basis from a source other than AAW or its representatives if such source is not known by the Municipality or any of its representatives or agents after due inquiry by any of them of such source as to whether it is bound by a confidentiality agreement with AAW or its representatives or is otherwise prohibited from transmitting the information to the Municipality or its representatives or agents by a contractual, legal or fiduciary obligation.

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

"Controlled Acceptable Bulky Waste" is defined in Section 1.2(a)(ii)

"Controlled Acceptable Solid Waste" is defined in Section 1.2(a)(i).

"Controlled Acceptable Recyclables" is defined in Section 1.2(a)(iii).

"DEEP Approval" is defined in Section 10.1(g).

"Delivery Point" means any one of the following: (i) the Babylon Recycling Center, LLC facility located at 1221 Harvey Lane, Suffield, Connecticut; (ii) the Nutmeg Road Recycling, LLC facility located at 600 Nutmeg Road, South Windsor, CT; (iii) the Murphy Road Recycling, LLC facility located at 143B Murphy Road, Hartford, CT; and (iv) the Shoham Road Transfer Center, LLC facility located at 9-11 Shoham Road, East Windsor, CT.

"Designated Facility" means the Facility to which AAW may from time to time divert deliveries of Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, and/or Controlled Acceptable Recyclables in accordance with Section 1.2(e).

"Effective Date" is defined in the preamble.

"Event of Force Majeure" means any of the following occurring on or after the Effective Date: (i) an occurrence or occurrences beyond the reasonable control of the Party affected which, separately or in the aggregate, adversely affects, including a significant or substantial increase in the costs associated with, a Delivery Point or Recycling Facility, or the ownership, use or operation of any Delivery Point or Recycling Facility or the ability of any Party to perform its obligations hereunder (including the ability of AAW or any of its contractors or subcontractors to accept, transport, dispose of or process any Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, or Controlled Acceptable Recyclables, respectively, delivered hereunder) or the ability of AAW, or any Person acting on behalf of AAW, to comply with the requirements of any Applicable Law; (ii) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, pandemics, windstorms, blizzards, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots, acts of terrorism or vandalism or civil disturbances; (iii) Non-AAW Strikes; (iv) an order or judgment of any court, administrative agency or other governmental, quasi-governmental or other regulatory body or agency, if not the result of the willful misconduct or gross negligence of the Party relying thereon; provided, however, that the contesting in good faith by such Party of any such order and/or judgment will not constitute or be construed to constitute the willful misconduct or gross negligence of such Party; (v) blockage of access to a Delivery Point or Recycling Facility, if not the result of the willful misconduct or gross negligence of the Party relying thereon; (vi) a complete or partial suspension of services at a Delivery Point or Recycling Facility, or an adverse effect on the operations at a Delivery Point or Recycling Facility, arising from or related to any surface or subsurface condition (including the presence of hazardous materials) thereon, to the extent not directly created by AAW, its designee or an affiliate; (vii) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of a Delivery Point or Recycling Facility, or any portion thereof by action of any governmental, quasi-governmental or regulatory agency or authority; (viii) a Change-in-Law; or (ix) one or more of the foregoing if, separately or in the aggregate, it or they result in a significant or substantial increase in the costs and/or expenses associated with the ownership, use and/or operation of any Delivery Point or Recycling Facility and/or with the performance by AAW of its obligations hereunder and AAW provides a minimum of thirty (30) days' prior written notice to the Municipality of AAW's intent to declare an Event of Force Majeure due to such significant or substantial increase in costs and/or expenses.

The Parties acknowledge that the COVID-19 coronavirus, and various national, state, and local government-issued orders, rules and regulations with respect thereto, whether currently issued or issued in the future, has impacted and may continue to impact AAW's workforce, supplies, customers, facilities, general operations, and access to goods, materials, and services (collectively, the "COVID-19 Impact"). Any delay in performance of AAW's obligations under this Agreement that is substantially a result of the COVID-19 Impact will be excusable without penalty hereunder for a period of up to sixty (60) days, starting upon delivery of written notice of AAW to the Municipality (the "Delay Period"). Such notice will set forth the reasons for the delay. AAW will take commercially reasonable actions to mitigate such delay in performance. Provided that performance of AAW's obligations has not resumed by or at the end of the Delay Period, either Party will have the option to terminate this Agreement without penalty upon delivery of written notice to the other party. Notwithstanding the foregoing, the Municipality will not be relieved of any payment obligations under this Agreement, in both the amount and the due date, for services performed.

"Facility" means each solid waste, transfer, resource recovery or disposal facility at which Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, or Controlled Acceptable Recyclables delivered by or on behalf of the Municipality is accepted by AAW or is transferred, processed or otherwise disposed (which may be a Delivery Point, a Designated Facility, a Landfill, a Recycling Facility, and any other facility, landfill or waste-to-energy facility



where such Acceptable Solid Waste, Acceptable Bulky Waste, or any Acceptable Recyclables are processed or disposed), including the Site on which such facility is located and all structures, buildings, foundations, related facilities, fixtures and other improvements now or at any time made, erected or situated on such Site, together with all replacements, improvements, extensions, substitutions, restorations, repairs or additions thereto.

"Fees" means all amounts payable by the Municipality hereunder, including the Tip Fees and Processing Fees payable pursuant to Sections 3.1, 3.2, 4.2, 4.3, and 4.4, the Town Buildings and Condominium Collection Fees and Residential Collection Fees pursuant to Section 5.2, any fees, costs and Losses for which the Municipality becomes responsible pursuant to Section 8.1(b) or Section 10.4, and any other fees, costs, expenses and indemnity amounts payable by the Municipality to AAW hereunder.

"FOIA" is defined in Section 12.11(b).

"FOIC" is defined in Section 12.11(b).

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

"Hauling Fees" are defined in Section 5.1.

"Hauling Services" are defined in Section 5.1.

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

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

"Incremental Transportation Cost" means, as it relates to Controlled Acceptable Solid Waste and Controlled Acceptable Bulky Waste, the direct cost per mile, for labor and fuel, to the Authorized Hauler to transport each Ton of Controlled Acceptable Solid Waste or Controlled Acceptable Bulky Waste to a Facility other than a Delivery Point, to the extent that such cost exceeds the direct cost per mile of transporting a Ton of Controlled Acceptable Solid Waste and Controlled Acceptable Bulky Waste thirty five (35) road miles from the Municipality's geographic boundaries as determined by AAW in its reasonable discretion, taking into account appropriate documentation submitted by the Authorized Hauler. "Incremental Transportation Cost" means, as it relates to Controlled Acceptable Recyclables, the direct cost per mile, for labor and fuel, to the Authorized Hauler to transport each Ton of Controlled Acceptable Recyclables to a Facility other than a Recycling Facility, to the extent that such cost exceeds the direct cost per mile of transporting a Ton of Controlled Acceptable Recyclables thirty five (35) road miles from the Municipality's geographic boundaries as determined by AAW in its reasonable discretion, taking into account appropriate documentation submitted by the Authorized Hauler. "Incremental Transportation Cost," as it relates to Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, and Controlled Acceptable Recyclables, does not include any indirect expenses, including overhead or any lost profits or other Losses.

"Initial Term" is defined in Section 1.3.

"Landfill" means the landfill or landfills used from time to time by or on behalf of AAW for receipt of Solid Waste.

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

"Municipality" is defined in the preamble.

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

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

"Non-Processible Waste" means (i) Unacceptable Waste, Bulky Waste, and Recyclable Materials with respect to a delivery of Acceptable Solid Waste to a Delivery Point; (ii) Unacceptable Waste, Acceptable Solid Waste, and Recyclable Material with respect to a delivery of Acceptable Bulky Waste to a Delivery Point; and (iii) any materials other than Acceptable Recyclables with respect to a delivery of materials to a Recycling Facility.

"Optional Hauling Services" is defined in Section 5.2(d).

"Organics" is defined in Section 1.2(f).

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

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

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

"Qualified AAW Affiliate" means an entity which is owned or controlled, directly or indirectly, by AAW, F&G, LLC, a Connecticut limited liability company, Murphy Road Recycling, LLC, a Connecticut limited liability company, or USA Waste and Recycling, Inc., a Connecticut corporation, or any successor thereto, which is creditworthy and capable of performing the obligations of AAW hereunder.

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

"Recycling Facility" means each of the following: (i) the Automated Material Handling, LLC facility a.k.a. the "All American MRF" located at 655 Christian Lane, Berlin, CT; and (ii) the Babylon Recycling Center, LLC facility located at 1221 Harvey Lane, Suffield, Connecticut.

"Renewal Term" is defined in Section 1.3.

"Residential Collection Fees" is defined in Section 5.2(b) and Exhibit D.

"Residential Collection Service" is defined in Section 5.2(b) and Exhibit D.

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

"Scrap/Light Weight Metals" includes scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks whether cleaned and rinsed in accordance with all Applicable Laws or not, and any other materials determined by AAW in its sole discretion, to be Scrap/Light Weight Metals.

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

"Solid Waste" means unwanted or discarded solid materials, consistent with the meaning of that term pursuant to Subsection 22a-207(3) of the Conn. Gen. Stat.; provided, however, that semi-solid, liquid and gaseous materials of the type which are customarily collected and treated in municipal sewage facilities, water supply treatment facilities, water pollution abatement facilities, air pollution control facilities and sludges or other residues from any of the foregoing facilities are not Solid Waste.

"Tax" or "Taxes" means all net income, capital gains, gross income, gross receipts, sales, use, transfer, ad valorem, escheats, franchise, profits, license, capital, withholding, payroll, employment, excise, export, goods and services, fuel, highway, toll, severance, stamp, occupation, premium, property, assessments or other governmental charges, levies or surcharges or any kind whatsoever, including a solid waste assessment, such as that provided in Conn. Gen. Stat. §22a-232 or otherwise, and a payment due to the municipality in which a solid waste disposal facility is located, such as that provided in Conn. Gen. Stat. §22a-220b, together with any interest, fines and any penalties, additions to tax or additional amounts incurred or accrued, under any applicable federal, state, local or foreign tax law or assessed, charged or imposed by any authority, domestic or foreign.

"Term" is defined in Section 1.3.

"Tip Fee" means the fee for delivered Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, and Non-Processible Waste set forth in Exhibit A attached hereto.

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

"Town Buildings and Condominiums Collection Services" are defined in Section 5.2 and Exhibit C.

"Town Buildings and Condominiums Collection Fees" are defined in Section 5.2 and Exhibit C.

"Unacceptable Waste" means (except for trace amounts normally found in household waste as provided in Conn. Gen. Stat. §22a-207(23)) (A) any material which, by reason of its composition, characteristics or quantity, is hazardous waste, a hazardous substance or hazardous material as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., Conn. Gen. Stat. §§22a-448(3) and 22a-449, or any other Applicable Law, including the regulations promulgated under any of the foregoing (including the following laws and the regulations, if any, promulgated thereunder: Chapters 441, 445, 446a, 446b 446k and 446m of the Connecticut General Statutes; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Control Act, 7 U.S.C. §136 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Safe Drinking Water Act, and the Hazardous Materials Transportation Act, and any similar or substituted legislation or regulations and amendments to the foregoing); (B) any other material which any governmental agency or political subdivision having or claiming appropriate jurisdiction determines from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal through a Facility or a Landfill, including any materials the disposal or processing of which at a Facility or a Landfill is prohibited or restricted pursuant to Section 22a-209-7(o) of the Regulations of Connecticut State Agencies, such as yard waste and grass clippings, metal containers, and glass containers (other than de minimis quantities as permitted under such Regulations), lead acid batteries, lithium ion and rechargeable batteries, and white goods; (C) any material which would result in process residue being materials described in clauses (A) and (B) above; (D) materials that would constitute commercial Solid Waste and other commercial materials except if from Municipality-owned buildings or the Municipality's transfer station, if any; (E) materials that would constitute Bulky Waste except if from the Municipality's Department of Public Works; (F) any material that is not Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, or Controlled Acceptable Recyclables; and (G) each of the following: agricultural waste, yard waste and leaves, explosive materials, corrosive materials, pathological waste, biological waste, human or animal remains, radioactive materials, ashes, foundry sand, mining waste, sewage sludge, cesspool and other human waste, motor vehicles, major motor vehicle parts (including transmissions, rear ends, springs, mattresses, fenders, batteries, battery cables, exhaust systems and gasoline tanks), agricultural and farm machinery and equipment and major parts thereof, marine vessels and major parts thereof, any other large machinery or equipment (including thick walled or solid metallic objects such as castings, forgings, gas cylinders, steel drums, asbestos insulation, closed metal containers, barrels and buckets), large motors, solid blocks of rubber or plastic, rolls of carpet or fencing over twelve (12) inches in diameter, steel or nylon rope, chains, cables or slings, logs larger than those acceptable under AAW's normal operating procedures, street sweepings, tree stumps, tires, white goods such as refrigerators, stoves and washing machines, liquid waste (including liquid chemical wastes, sewage and other highly diluted water-carried materials or substances) and those in gaseous

form, construction materials and demolition debris (including masonry, stone, structural steel, re-bar and structural shapes), special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, any item of waste that is either smoldering or on fire, wastes in quantities and concentrations which require special handling in their collection or processing or any other material which (i) may present a danger to public health or safety; (ii) would cause applicable air quality, water effluent or process residue or ash standards to be violated by the normal operation of a Delivery Point, a Recycling Facility or another Facility; (iii) because of its size, durability or composition would not normally be processed or disposed in a mass burn or resource recovery facility or a sanitary landfill, may materially impair its structures or equipment or has a reasonable possibility of otherwise adversely affecting the operation or useful life of a Delivery Point, a Recycling Facility or another Facility outside of the normal usage expected for a Delivery Point, a Recycling Facility or other Facility; or (iv) would be prohibited by any judicial decision or the order, consent order, stipulated judgment or action of any governmental agency or other regulatory authority or by any Applicable Law or regulation or any Facility permit or approval.

**13.2 Interpretation.** In this Agreement, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

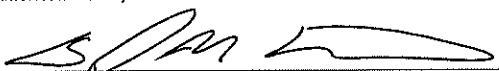
(j) Reference to any governmental, quasi-governmental or other regulatory authority or agency includes any agency or authority of, and, the United States of America, the Commonwealth of Massachusetts and any other state, any county, any municipality, any district, and any political subdivision or instrumentality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

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

[SIGNATURE BLOCK FOLLOWS]

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

All American Waste, LLC

By: 

Name: Frank M. Antonacci

Title: COO

TOWN OF EAST WINDSOR, CONNECTICUT

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

Name: Jason Bowsza

Title: First Selectman

[EXHIBITS FOLLOW]

**EXHIBIT A**

**TIP FEES FOR CONTROLLED ACCEPTABLE SOLID WASTE, CONTROLLED ACCEPTABLE BULKY WASTE, AND NON-PROCESSIBLE WASTE**

**Table A.1: Price/Ton of delivered and accepted Controlled Acceptable Solid Waste, Controlled Acceptable Bulky Waste, and Non-Processible Waste during the Initial Term.**

	7/1/24 – 6/30/25 (Contract Year 1)	7/1/25 – 6/30/26 (Contract Year 2)	7/1/26 – 6/30/27 (Contract Year 3)	7/1/27 – 6/30/28 (Contract Year 4)	7/1/28 – 6/30/29 (Contract Year 5)	7/1/29 – 6/30/30 (Contract Year 6)	7/1/30 – 6/30/31 (Contract Year 7)	7/1/31 – 6/30/32 (Contract Year 8)	7/1/32 – 6/30/33 (Contract Year 9)	7/1/33 – 6/30/34 (Contract Year 10)
Controlled Acceptable Solid Waste	\$106.00	\$110.77	\$115.75	\$120.96	\$126.41	\$132.10	\$138.04	\$144.25	\$150.74	\$157.53
Controlled Acceptable Bulky Waste	\$98.00	\$102.90	\$108.05	\$113.45	\$119.12	\$125.08	\$131.33	\$137.90	\$144.79	\$152.03
Non- Processible Waste	\$130.00	\$136.50	\$143.33	\$150.49	\$158.02	\$165.92	\$174.21	\$182.92	\$192.07	\$201.67

**Table A.2: Extra Item Contamination Fees (Regardless of Waste Stream) during the Initial Term.\*\***

Item	Rate	Unit
Automobile Battery Disposal	\$15.00	Each
Appliances Requiring CFC Removal	\$30.00	Each
Mattress	\$40.00	Each
Box Spring	\$40.00	Each
Propane Tank Disposal	\$30.00	Each
Automobile Tires	\$20.00	Each
Truck/Equipment Tires	\$50.00	Each
Heavy Equipment Tires	\$100.00	Each
TV/Computer Monitor Disposal	\$40.00	Each

\*\* These fees are in addition to the price per ton specified in Exhibit A for various waste streams and are to be included as a Disposal Fee. Each of the above fees are subject to a 5% annual increase.



**EXHIBIT B**

**CONTROLLED ACCEPTABLE RECYCLABLES PROCESSING FEE**

In accordance with the Section 3.2, the Processing Fee will be determined monthly by AAW based on a Base Processing Fee (“BPF”) and a Single Stream Average Commodity Rate (“ACR”) in accordance with the below. Depending on market conditions, payment will be due from the Municipality to AAW or from AAW to the Municipality.

- 1. Base Processing Fee.** AAW will charge the Municipality and the Municipality will pay a BPF per Ton of Controlled Acceptable Recyclables as reflected in Table B.1.

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

Initial Base Processing Fee
\$115.00

Each July 1 during the Initial Term beginning July 1, 2025, except July 1, 2028 and July 1, 2032, the BPF shall be increased by the percentage change in the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection (Series ID: CUUR0000SEHG02), published by the United States Department of Labor, Bureau of Labor Statistics for New England, over the most recently available preceding twelve (12) months, provided that the such increase cannot be less than 3.0% nor higher than 6.0% (such increase, the “CPI Adjustment”). If for any reason this index is no longer published, then the Parties shall use the closest similar index. For illustrative purposes only, (a) if the CPI for July 1, 2025 is calculated to be +7.0%, the CPI Adjustment shall be +6.0%; and (b) if the CPI for July 1, 2026 is calculated to be +2.5%, the CPI Adjustment shall be +3.0%. For the avoidance of doubt, the CPI Adjustment cannot be negative. Notwithstanding the above, no CPI Adjustment shall be made on July 1, 2028 (beginning of Contract Year 5) nor on July 1, 2032 (beginning of Contract Year 9).

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

Table B.2: Single Stream ACR

Commodity	Percent of Stream	Benchmark
OCC	13.40%	P&PW New England Low OCC #11
Mixed Paper	44.00%	P&PW New England Low #54
Glass	19.00%	Fixed \$80/ton charge + CPI Adjustment
Steel Cans	1.50%	Recyclingmarkets.net Baled Low
Aluminum	0.25%	Recyclingmarkets.net Baled Low
Natural HDPE	0.60%	Recyclingmarkets.net Low
Colored HDPE	0.75%	Recyclingmarkets.net Low
PET	1.50%	Recyclingmarkets.net Low
Mixed Plastics #3-7	1.00%	Recyclingmarkets.net Low
Contamination	18.00%	Then-current Tip Fee for Controlled Acceptable Solid Waste/Ton charge
<b>Total</b>	<b>100.00%</b>	

- 3. Formula to Determine Monthly Processing Fee.** AAW will use the below Formula B.1: Monthly Processing Fee to calculate the monthly rebate or charge per Ton to the Municipality. When the calculation



results in a negative amount per Ton, this amount will be shared 50% with the Municipality and 50% will be retained by AAW.

<p><b>Formula B.1: Monthly Processing Fee</b></p> <p>BPF – ACR = Fee (Rebate or Charge)</p>
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Notwithstanding the above, the highest per Ton charge to the Municipality resulting from Formula B.1 shall be the “ACR Cap” as shown below for the applicable contract year.

	7/1/24 – 6/30/25	7/1/25 – 6/30/26	7/1/26 – 6/30/27	7/1/27 – 6/30/28	7/1/28 – 6/30/29	7/1/29 – 6/30/30	7/1/30 – 6/30/31	7/1/31 – 6/30/32	7/1/32 – 6/30/33	7/1/33 – 6/30/34
<b>ACR Cap</b>	\$95.00	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00	\$125.00	\$130.00	\$135.00	\$140.00

**4. Example.** Example for FY 2025:

<b>Calculated ACR</b>	<b>-\$20.00</b>	<b>\$40.00</b>	<b>\$90.00</b>	<b>\$125.00</b>
<b>BPF</b>	<b>\$115.00</b>	<b>\$115.00</b>	<b>\$115.00</b>	<b>\$115.00</b>
<b>ACR</b>	<b>-\$20.00</b>	<b>-\$40.00</b>	<b>-\$90.00</b>	<b>-\$125.00</b>
	<b>\$135.00</b>	<b>\$75.00</b>	<b>\$25.00</b>	<b>(\$10.00)</b>
<b>Charge to Town per Ton</b>	<b>\$95.00</b> <b>(ACR Cap)</b>	<b>\$75.00</b>	<b>\$25.00</b>	<b>\$0.00</b>
<b>Rebate to Town per Ton</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5.00</b>

**5. Market Change.** The Parties acknowledge that the composition of Controlled Acceptable Recyclables and residue as set forth in Table B.2 reflect the agreement of the Parties with respect to both the composition of the Controlled Acceptable Recyclables waste stream and the corresponding Processing Fee, based upon the Controlled Acceptable Recyclables accepted by AAW as of the Effective Date of this Agreement. In the event of a Change-in-Law, an Event of Force Majeure, or a significant change in market conditions occurs, including, but not limited to, the lack of commercially reasonable market availability for one or more types of Controlled Acceptable Recyclables, changes in market specifications affecting the salability of one or more types of Controlled Acceptable Recyclables, changes affecting the recyclability of one or more types of Controlled Acceptable Recyclables, or changes in the quantity, quality, type or composition of the Acceptable Recyclables and has the effect of significantly altering the terms of this Agreement, or preventing, precluding or substantially affecting the benefit(s) bargained for under this Agreement, including profits of AAW and the fees charged or revenues paid under this Agreement (each a “Market Change”), the Party detrimentally affected by a Market Change will so notify the other Party and request an amendment to this Agreement accordingly. The Parties will engage in good faith negotiations after such request regarding such amendments of this Agreement that reflect the extent to which the provisions hereof are modified to reasonably compensate the Party detrimentally affected and the Parties will amend this Agreement to the extent of any mutually agreed upon revisions.

6. **Non-Processible Contamination.** In accordance with Section 4.3, the Processing Fees to be charged to the Municipality in the event that deliveries of Controlled Acceptable Recyclables that include materials that are not Controlled Acceptable Recyclables (“Contamination”) will be as follows Table B.3:

Table B.3: Contamination Processing Fees

Contamination %	Fee
0 - 15%	No additional charge
> 15% - 25%	(Contamination % x Weight of the Delivered Load) x Then-current Tip Fee for Non-Processible Waste (See Exhibit A)
> 25%	Weight of the Delivered Load x Then-current Tip Fee for Non-Processible Waste (See Exhibit A)

**EXHIBIT C**

**TOWN BUILDINGS AND CONDOMINIUMS COLLECTION SERVICES AND FEES**

1. **Town Buildings and Condominiums Collection Services.** The Municipal buildings, parks, condominiums, trailer parks, and complexes listed below shall be provided front load container and/or cart collection service by AAW.

<b>Town Buildings</b>					
<b><u>Location</u></b>	<b><u>Qty</u></b>	<b><u>Size</u></b>	<b><u>Freq</u></b>	<b><u>Type</u></b>	<b><u>Monthly</u></b>
Town Hall	1	2yd	Weekly	MSW	
	1	96gal	Weekly	REC	
Town Hall Annex	1	96gal	Weekly	REC	
Town Garage	1	8yd	Weekly	MSW	
	1	4yd	Bi-Weekly	REC	
Police Department	1	4yd	Weekly	MSW	
	1	4yd	Bi-Weekly	REC	
Broad Brook FD	1	6yd	Bi-Weekly	MSW	
				<b>Total</b>	<b>\$1,346.44</b>
<b>Trailer Parks</b>					
<b><u>Location</u></b>	<b><u>Qty</u></b>	<b><u>Size</u></b>	<b><u>Freq</u></b>	<b><u>Type</u></b>	<b><u>Monthly</u></b>
Lata's	1	4yd	Weekly	MSW	
	15	18gal	Bi-Weekly	REC	
Park Plaza	1	10yd	Weekly	MSW	
	31	18gal	Bi-Weekly	REC	
Balch's	42	96gal	Weekly	MSW	
	42	96gal	Bi-Weekly	REC	
Red Hill	97	96gal	Weekly	MSW	
	97	96gal	Bi-Weekly	REC	
Shonosky's	10	96gal	Weekly	MSW	
	10	96gal	Bi-Weekly	REC	
Henry's	1	6yd	Weekly	MSW	
	21	18gal	Bi-Weekly	REC	
Laurel View	66	96gal	Weekly	MSW	
	66	96gal	Bi-Weekly	REC	
				<b>Total</b>	<b>\$4,321.88</b>
<b>Condos</b>					
<b><u>Location</u></b>	<b><u>Qty</u></b>	<b><u>Size</u></b>	<b><u>Freq</u></b>	<b><u>Type</u></b>	<b><u>Monthly</u></b>
Greenwoods Condos	3	10yd	Weekly	MSW	
Milbrook Condos	3	6yd	Weekly	MSW	
	1	4yd	Weekly	MSW	
Scantic Glen Condos	5	10yd	Weekly	MSW	
	1	8yd	Weekly	MSW	
River Ridge Condos	3	6yd	Weekly	MSW	

Wolcott Landing Condos	1	10yd	Weekly	MSW		
	1	8yd	Weekly	MSW		
	2	6yd	Weekly	MSW		
Norton Glen Condos	4	6yd	Weekly	MSW		
Condo Recycling	432	18gal	Bi-Weekly	REC		
					<b>Total</b>	<b>\$8,967.81</b>
<b>Village at Pasco Commons</b>						
<b><u>Location</u></b>	<b><u>Qty</u></b>	<b><u>Size</u></b>	<b><u>Freq</u></b>	<b><u>Type</u></b>		<b><u>Monthly</u></b>
29 South Main Street	1	6yd	Weekly	MSW		
	3	96gal	Bi-Weekly	REC		
	1	4yd	Bi-Weekly	REC		
33 South Main Street	1	6yd	Weekly	MSW		
	1	4yd	Weekly	MSW		
	1	2yd	Weekly	MSW		
	1	4yd	Bi-Weekly	REC		
				<b>Monthly @ 43% of Total</b>		<b>\$1,026.13</b>
Notes:	MSW disposal based on industry lbs/yard factored at \$106/ton (for Year 1). The rates listed above for FY 2025 are subject to re-calculation in each subsequent contract year to account for increases in Tip Fees.					
	REC processing based on industry lbs/yard factored at \$95/ton (ACR Cap Year 1). The rates listed above for FY 2025 are subject to re-calculation in each subsequent contract year to account for increases in Processing Fees.					

**Service Fees for Town Buildings and Condominiums Collection:** Each July 1 during the Initial Term beginning on July 1, 2025, except for July 1, 2028 and July 1, 2032, each of the monthly service fee components for Town Buildings and Condominiums shall be increased by the percentage change in the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection (Series ID: CUUR0000SEHG02), published by the United States Department of Labor, Bureau of Labor Statistics for New England, over the most recently available preceding twelve (12) months, provided that the such increase cannot be less than +3.0% nor higher than +6.0% (such increase, the "CPI Adjustment"). If for any reason this index is no longer published, then the Parties shall use the closest similar index. For illustrative purposes only, (a) if the CPI for July 1, 2025 is calculated to be +7.0%, the CPI Adjustment shall be +6.0%; and (b) if the CPI for July 1, 2026 is calculated to be +2.5%, the CPI Adjustment shall be +3.0%. For the avoidance of doubt, the CPI Adjustment cannot be negative. Notwithstanding the above, no CPI Adjustment shall be made on July 1, 2028 (beginning of Contract Year 5) nor on July 1, 2032 (beginning of Contract Year 9).



**EXHIBIT D**

**RESIDENTIAL COLLECTION SERVICES AND FEES**

1. AAW shall provide Residential Collection Services to the 1 – 3 family and 4 family residential units within the municipal boundaries during the Term.

**Table D.1: Residential Collection Fees for Contract Year 1 (FY 2025)**

<b>Building Type</b>	<b>Material Type</b>	<b>Frequency</b>	<b>Service Description</b>	<b># of Units (est. FY 2025)</b>	<b>Unit Price (Weekly)</b>
1-3 Family Home	Acceptable MSW	Weekly	Residential Automated – 96 Gal.	3,081	\$8.87
1-3 Family Home	Acceptable Recyclables	Every Other Week	Residential Automated – 96 Gal.	3,081	\$5.13
4 Family Homes	Acceptable MSW	Weekly	Residential Automated – 96 Gal.	40	\$8.87
4 Family Homes	Acceptable Recyclables	Every Other Week	Residential Automated – 96 Gal.	40	\$5.13
Residential Condominiums	Acceptable MSW	Weekly	Residential Automated – 96 Gal.	349	\$8.87
Residential Condominiums	Acceptable Recyclables	Every Other Week	Residential Automated – 96 Gal.	349	\$5.13

**2. Additions, Deletions, Modifications.** The Parties agree to periodically adjust or modify the number of units serviced in the event that there are additions, deletions, or modifications to the number of units serviced by AAW. The number of units multiplied by each of the weekly unit prices shall yield the weekly Residential Collection Fee owed to AAW by the Municipality.

**3. CPI Adjustment.** Each July 1 during the Initial Term beginning on July 1, 2025, except July 1, 2028 and July 1, 2032, the FY 2025 Residential Collection Fee Unit Prices shown above (as modified by Section 2 of this Exhibit) shall be increased by the percentage change in the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection (Series ID: CUUR0000SEHG02), published by the United States Department of Labor, Bureau of Labor Statistics for New England, over the most recently available preceding twelve (12) months (such increase, the “CPI Adjustment”). If for any reason this index is no longer published, then the Parties shall use the closest similar index. For the avoidance of doubt, the CPI Adjustment cannot be negative. Notwithstanding the above, no CPI Adjustment shall be made on July 1, 2028 (beginning of Contract Year 5) nor on July 1, 2032 (beginning of Contract Year 9).

**4. Fuel Adjustment.** AAW shall be entitled to a fuel adjustment to be included in the Residential Collection Fee. The base rate for diesel fuel is \$3.16 per gallon. AAW will use the weekly retail on-highway diesel prices for ultra low sulfur. The New England region will be used to determine the fuel adjustment each month. The price per gallon will be based on the last week of the billing month. The fuel adjustment shall be based on 1,343 gallons per month and has been agreed upon based on the mileage to the Babylon Recycling Center for Delivery Point and Recycling Facility.

Example based on March 2024 New England Average Pricing:

Base Rate:	\$3.16 / gallon
<u>New England Average Pricing (last week of month)</u>	<u>\$4.32 / gallon</u>
Fuel Adjustment Per Gallon for March:	(\$1.16) / gallon (increase)

If there is a diesel fuel adjustment increase, the adjustment will be billed monthly with the contracted services. There will only be a diesel fuel adjustment decrease if and to the extent the New England Average Pricing is less than \$2.50/gallon, in which case the decreased amount will be a credit against the monthly contracted billing.

**5. Disposal Fees.** The Municipality shall be responsible for all Tip Fees and Processing Fees for material collected as part of the Residential Collection Services.

**6. AAW-Owned Equipment.** It is the sole responsibility of AAW to provide and make available automated refuse carts / recyclable carts to the Municipality's approved dwelling units. AAW will provide, at its sole expense, such carts to such residents pursuant to the terms of this Agreement. AAW will remain, at all times, including upon expiration or termination of this Agreement, the owner of all automated refuse carts / recyclable carts and/or other containers provided to residential units pursuant to this Agreement.

**7. Replacement of Carts.** At its sole expense, AAW will replace non-serviceable carts if the non-serviceability is due to normal wear and tear. Carts that are lost, stolen, vandalized, or damaged by a resident will be replaced at a resident's sole expense.

**Exhibit E**

**Required Insurance of AAW**

The following will constitute Required Insurance to be maintained during the Term by All American Waste, LLC:

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



**EXHIBIT F**

**Acceptable Recyclables**

Acceptable Recyclables are those items identified in the list below or on the RecycleCT Foundation, Inc. Guide to Recycling <http://www.recyclect.com/in-the-bin.html> under the heading “What’s In” as of the Effective Date. Such list will only be modified from time to time upon mutual agreement of the Parties.



# SINGLE STREAM RECYCLING

## ACCEPTABLE

We follow the Recycle CT Foundation’s “What’s In” list as a baseline for acceptable recyclables. We also accept certain other materials as shown below.

<b>Metal</b>	<ul style="list-style-type: none"> <li>Aerosol containers (food grade only)</li> <li>Aluminum foil</li> <li>Cans &amp; bottles</li> <li>Foil containers</li> <li>Metal lids from cans &amp; bottles</li> <li>Aluminum cans</li> <li>Steel/tin cans</li> </ul>	<b>Glass</b>	<ul style="list-style-type: none"> <li>Beverage bottles &amp; jars</li> <li>Food bottles &amp; jars</li> <li><i>*Please rinse out</i></li> </ul>
<b>Plastic</b>	<ul style="list-style-type: none"> <li>Black Plastic</li> <li>#1, #2 &amp; #5 plastics</li> <li>Takeout containers</li> <li>Cold/ice coffee cups &amp; lids</li> <li>Yogurt containers</li> <li>Plastic bottles (with or without caps attached)</li> <li>Plastic containers, tubs &amp; lids</li> <li>Plastic one-use cups (no lids, no straws)</li> </ul>	<b>Paper &amp; Cardboard</b>	<ul style="list-style-type: none"> <li>Cardboard &amp; boxboard (empty and flatten)</li> <li>Food &amp; beverage cartons</li> <li>Junk mail</li> <li>Magazines &amp; newspaper inserts</li> <li>Newsprint</li> <li>Office paper</li> <li>Pizza boxes</li> <li>Take-out food containers</li> <li>Juice cartons</li> <li>Juice boxes</li> <li>Gable top cartons</li> <li>Aseptic cartons</li> </ul>

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



Bill Condition(s) : Name	Prop Loc/Vehicle Info.	UniqueID/Reason	Paid Date	Tax	Int	L/F	Total Adjusted	Overpaid Tax
2018-01-0004197 STAMM RONALD TRUSTEE	53 APOTHECARIES HALL RD	00202500	1/22/2020	7,430.20	0.00	0.00	7,430.20	-179.82
92 BROAD BROOK CT 06016-9738	Sec. 12-129 Refund of Excess Payments.			7,610.02	0.00	0.00	7,610.02	
2019-01-0004218 STAMM RONALD TRUSTEE	53 APOTHECARIES HALL RD	00202500	1/26/2021	7,532.16	0.00	0.00	7,532.16	-182.28
2 BROAD BROOK CT 06016-9738	Sec. 12-129 Refund of Excess Payments.			7,714.44	0.00	0.00	7,714.44	
2020-01-0004214 STAMM RONALD TRUSTEE	53 APOTHECARIES HALL RD	00202500	1/31/2022	8,022.45	0.00	0.00	8,022.45	-194.14
2 BROAD BROOK CT 06016-9738	Sec. 12-129 Refund of Excess Payments.			8,216.59	0.00	0.00	8,216.59	
2021-01-0004161 STAMM RONALD TRUSTEE	53 APOTHECARIES HALL RD	00202500	1/25/2023	7,996.41	0.00	0.00	7,996.41	-193.52
2 BROAD BROOK CT 06016-9738	Sec. 12-129 Refund of Excess Payments.			8,189.93	0.00	0.00	8,189.93	
2022-01-0004161 STAMM RONALD TRUSTEE	53 APOTHECARIES HALL RD	00202500	1/29/2024	7,979.05	0.00	0.00	7,979.05	-193.11
2 BROAD BROOK CT 06016-9738	Sec. 12-129 Refund of Excess Payments.			8,172.16	0.00	0.00	8,172.16	
2022-03-0061487 VAZQUEZ-CRUZ JACQUELINE	2006/AG83282/KMHCN46C96U048021	61487	4/3/2024	0.00	0.00	0.00	0.00	-31.81
22 CRICKET RD	Sec. 12-129 Refund of Excess Payments.			31.81	4.77	5.49	42.07	
EAST WINDSOR CT 06088-9641								
TOTAL				38,960.27	0.00	0.00	38,960.27	-974.68
				39,934.95	4.77	5.49	39,945.21	

*Not a refund*  
*Excluded*  
*sed*

*Total Refunds \$ 974.68*  
*Attributed same tax collector*

To Jen 5/14/24

Bill Dist/Susp/Bank	Name Address	Prop Loc/Vehicle Info. UniqueID/Reason	Paid Date	Tax	Int	L/F	Total Adjusted	Overpaid Tax
2022-01-0001346	CORELOGIC COMMERCIAL TAX SERVICE + ATT 225 SOUTH MAIN ST 01671000	225 SOUTH MAIN ST 01671000	1/19/2024	2,680.95	0.00	0.00	2,680.95	-1,424.76
1 N Double	3001 HACKBERRY ROAD IRVING TX 75063	Sec. 12-129 Refund of Excess Payments.		4,105.71	0.00	0.00	4,105.71	
2022-03-0053364	ENTERPRISE FM TRUST + PPT TEAM 2281 BALL DR	2018/AB526648/WD4PE7CDXJP625379	7/28/2023	349.24	0.00	0.00	349.24	-488.23
M004	MARYLAND HEIGHTS MO 63146	Sec. 12-129 Refund of Excess Payments.		837.47	0.00	0.00	837.47	
2022-03-0060266	SLACK DAVID E 281 RYE ST	2015/C027829/3TMMU4FN5FM082572	7/2/2023	97.51	0.00	0.00	97.51	-486.45
Sold	BROAD BROOK CT 06016-9561	Sec. 12-129 Refund of Excess Payments.		583.96	0.00	0.00	583.96	
2022-03-0061171	TOYOTA LEASE TRUST + LOCKBOX 830238 525 FELLOWSHIP RD STE 330	2019/AKADR/JTJBM7FXOK5229114	7/18/2023	433.28	0.00	0.00	433.28	-605.76
M012	MT LAUREL NJ 08054-3415	Sec. 12-129 Refund of Excess Payments.		1,039.04	0.00	0.00	1,039.04	
2022-03-0061186	TOYOTA LEASE TRUST + LOCKBOX 830238 525 FELLOWSHIP RD STE 330	2019/AV13510/2T3A1RFV6KC046232	7/18/2023	0.00	0.00	0.00	0.00	-767.35
Sold	MT LAUREL NJ 08054-3415	Sec. 12-129 Refund of Excess Payments.		767.35	0.00	0.00	767.35	
M012	MT LAUREL NJ 08054-3415	Sec. 12-129 Refund of Excess Payments.		182.36	0.00	0.00	182.36	-365.24
2022-03-0061191	TOYOTA LEASE TRUST + LOCKBOX 830238 525 FELLOWSHIP RD STE 330	2019/AW50224/4T1E11HK6KU290690	7/18/2023	547.60	0.00	0.00	547.60	
M012	MT LAUREL NJ 08054-3415	Sec. 12-129 Refund of Excess Payments.		689.45	0.00	0.00	689.45	-229.82
2022-03-0061223	TOYOTA LEASE TRUST + LOCKBOX 830238 525 FELLOWSHIP RD STE 330	2022/BH68631/5TDEZRBHXXNS228582	7/18/2023	919.27	0.00	0.00	919.27	
Sold	MT LAUREL NJ 08054-3415	Sec. 12-129 Refund of Excess Payments.		460.12	0.00	0.00	460.12	-153.37
2022-03-0061228	TOYOTA LEASE TRUST + LOCKBOX 830238 525 FELLOWSHIP RD STE 330	2020/RCOTE/JM3KEBMM6L0725097	7/18/2023	613.49	0.00	0.00	613.49	
M012	MT LAUREL NJ 08054-3415	Sec. 12-129 Refund of Excess Payments.		495.37	0.00	0.00	495.37	-495.37
2022-04-0080519	ENTERPRISE FM TRUST 2281 BALL DR	2022/C330121/NM0LS7S2XN1527508	1/15/2024	0.00	0.00	0.00	0.00	
S800	STALLED SAINT LOUIS MO 63146-8603	Sec. 12-129 Refund of Excess Payments.		4,892.91	0.00	0.00	4,892.91	-5,016.35
TOTAL				9,909.26	0.00	0.00	9,909.26	

Total Refunds \$5,016.35

*Patricia K. ... Tax Collector*