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April 21, 2022

Jennifer Perry
Public Works Director
Town of Exeter
13 Newfields Road
Exeter, NH 03833

**RE: Solid Waste & Recyclables Collection, Transportation & Disposal Agreement,
Amendment One**

Dear Jennifer,

Please find attached the fully executed Municipal Solid Waste and Recyclables Collection, Transportation and Disposal Amendment One, by and between Waste Management of New Hampshire, Inc. and the Town of Exeter, NH.

Please feel free to contact me directly should you have further questions regarding this or any other matter.

Sincerely,

A handwritten signature in black ink that reads "Peter Lachapelle". The signature is fluid and cursive.

Peter Lachapelle
Public Sector Representative
Waste Management of New Hampshire, Inc.

AMENDMENT ONE

SOLID WASTE AND RECYCLABLES COLLECTION, TRANSPORTATION
AND DISPOSAL

BETWEEN

WASTE MANAGEMENT OF NEW HAMPSHIRE INC.
AND
TOWN OF EXETER, NEW HAMPSHIRE

An Agreement was made and entered into effective the first day of June, 2017 by and between the Town of Exeter, organized under the laws of the State of New Hampshire (hereinafter referred to as the "Town") and Waste Management of New Hampshire, Inc., a corporation organized under the laws of the State of Connecticut and having a place of business at 4 Liberty Lane West, Hampton, New Hampshire 03842, (hereinafter referred to as the "Contractor").

WHEREAS, the Town and Contractor are seeking to amend the Agreement to extend the term under conditions acceptable to both parties.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings and promises of the Town and Contractor, as set forth herein, the Town and Contractor agree as follows:

1. Section 2. Term of Agreement. The term shall be extended for a period of five (5) years beginning on June 1, 2022 and ending on May 31, 2027. Upon mutual consent, the term of this Agreement may be extended for a period of five (5) years with mutually agreed upon terms and pricing. This Agreement's renewal is subject to funding as appropriated at the Annual Town Meeting. If funding is not appropriated at Town Meeting, the contract will expire on its date of (May 31, 2022) and the proposed Amendment One will be void ab initio provided that the terms of the existing Agreement in effect prior to the voided Amendment One shall govern the services provided through the date of termination, as if Amendment One had never been proposed.
2. Section 4. Compensation Effective June 1, 2022 through May 31, 2027, the service collection fees shall be as follows:

Municipal Solid Waste

6/1/22 – 5/31/23 \$29,400.00 per month & \$78.79 per ton
6/1/23 – 5/31/24 \$31,311.00 per month & \$81.94 per ton

6/1/24 – 5/31/25 \$33,346.22 per month & \$85.22 per ton
6/1/25 – 5/31/26 \$35,513.72 per month & \$88.63 per ton
6/1/26 – 5/31/27 \$37,822.11 per month & \$92.18 per ton

Single Stream Recycling

6/1/22 – 5/31/23 \$29,400.00 per month & Processing (see below)
6/1/23 – 5/31/24 \$31,311.00 per month & Processing
6/1/24 – 5/31/25 \$33,346.22 per month & Processing
6/1/25 – 5/31/26 \$35,513.72 per month & Processing
6/1/26 – 5/31/27 \$37,822.11 per month & Processing

Curbside Yard Waste Pickup

6/1/22 – 5/31/23 \$8104.00 per event
6/1/23 – 5/31/24 \$8428.00 per event
6/1/24 – 5/31/25 \$8765.00 per event
6/1/25 – 5/31/26 \$9116.00 per event
6/1/26 – 5/31/27 \$9480.00 per event

Roll Off Containers at Transfer Station

6/1/22 – 5/31/23 \$227.75 per haul & \$78.79 per ton for Demo
6/1/23 – 5/31/24 \$242.55 per haul & \$81.94 per ton for Demo
6/1/24 – 5/31/25 \$258.32 per haul & \$85.22 per ton for Demo
6/1/25 – 5/31/26 \$275.11 per haul & \$88.63 per ton for Demo
6/1/26 – 5/31/27 \$292.99 per haul & \$92.18 per ton for Demo

3. Section 3. Scope of Services, Recycling Collection, including Exhibits C and D, shall be deleted effective June 1, 2022 and replaced with the following:

The Contractor shall perform Single Stream Recycling (SSR) Collection Services in the Town on a weekly schedule. Recyclables shall be collected on the same day as trash collection services for each designated Residential Unit. The Contractor shall collect and remove all Recyclable Materials which are placed in carts designed for automated collection, provided by Town, with a capacity of sixty-five (65) gallons, at all Approved Residential Units or from some other specifically defined location as agreed to and designated by the parties. The Contractor will place a sticker on any unacceptable materials contained in the carts that is observed during the normal course of collection, explaining why the material is unacceptable. The Contractor will not collect the unacceptable item(s) until the deficiency is corrected. The Contractor shall not commingle Recyclable Materials with MSW except in an emergency

situation and with the concurrence of the Exeter Select Board. The Contractor shall be responsible for the transportation of recyclables to a recyclable receiving facility of the Contractor's choice approved by the Town prior to the execution of this Agreement. The Contractor shall be solely responsible to process recyclable materials at receiving facility. The processing formula to determine the value (positive or negative) of commodities is outlined in Exhibit C and example on Exhibit D. See below for Single Stream Recycling Specification, Terms and Conditions.

4. Section 4. Fuel Adjustment. Shall be deleted in its entirety effective June 1, 2022 and replaced with the following:

The Contractor will institute a fuel adjustment procedure to consider the fluctuations in the price of fuel, the first such adjustment to take effect December 1, 2022.

The adjustment is to be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration, (website <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>) for the New England region, from the established baseline cost, of two dollars and ninety cents (\$2.90) per gallon (including taxes) of diesel fuel. The increase or decrease, as determined above will be applied to the volume of fuel used, which Exeter will be fixed at 1522 gallons per month. Adjustments will be made bi-annually on December 1, and June 1, based on the average cost of diesel for the six months prior to adjustment (6/1/22 to 11/30/22 for 12/1/22 adjustment).

Adjustment Example:	Average Fuel Price	= \$2.95 per Gal
	Established Baseline Fuel price	= \$2.90 per Gal
	Increase /(decrease)	= \$0.05 per Gal
	Fuel Adjustment \$0.05 x 1522 Gals	= \$76.10 per mo

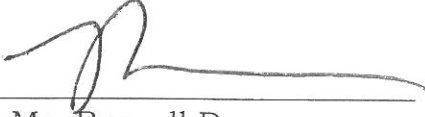
In the above example, the Town of Exeter would pay \$76.10 per month for six months subsequent to the adjustment.

All terms and conditions of the Agreement, except those expressly modified by this Amendment One, remain in full force and effect.

[Signature Page Follows]

IN Witness Thereof, the parties have caused this Agreement to be executed by their respective authorized officers or agents on the date set forth below.

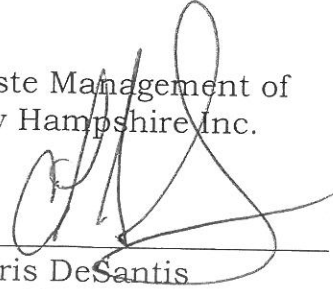
Town of Exeter



Mr. Russell Dean
Town Manager

Dated: 4/14/22

Waste Management of
New Hampshire Inc.



Chris DeSantis
President

Dated: 4-19-22

SINGLE STREAM RECYCLING SPECIFICATION, TERMS AND CONDITIONS

1. DEFINITIONS

“Blended Value” or “BV” is the total weighted value per Ton of each Recyclable and Non-Recyclable component (including negatively-valued Recyclables and transfer and disposal costs of Non-Recyclables) for the Single Stream Materials delivered by or on behalf of Town to the Designated Facility.

“Composition Audit” means the basis upon which Single Stream Materials are measured to determine the percentage of each Recyclable and Residue component.

“Contractor Fee” means the compensation per Ton for costs incurred by Contractor to prepare Recyclables for end markets, i.e., those actions necessary to render Recyclables acceptable to end markets and/or designated buyers.

“Contamination Audit” means the basis by which Town’s Single Stream material are measured to determine the percentage of “Non-Recyclables” present.

“Town’s Value Share” means the Town’s percentage of the Blended Value as set forth herein.

“Designated Facility” or “Designated Facilities” means Contractor’s operations located Billerica, MA or any replacement therefore which receives Town’s Single Stream Materials.

“Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances, and/or any other waste not approved in writing by Contractor.

“Net Value” means the amount paid to Town by Contractor, or paid to Contractor by Town, after subtracting any charges owed by Town from the Town’s value share.

“Non-Recyclables” means any materials in the Single Stream Materials that are not Recyclables as set forth in the “Specifications” herein.

“Receiving Hours” means the regularly-scheduled hours of operation for the Designated Facility

“Recyclables” means acceptable materials contained within the Single Stream Materials as set forth and further defined in “Specifications” herein.

“Residue” means the Non-Recyclables and other materials removed from the Single Stream Materials during processing due to their size, type, condition or processing system constraints, and which are disposed of after such processing.

“Single Stream Materials” means all Town’s materials delivered to Contractor containing Recyclables and Non-Recyclables.

“Specifications” means the description of the Single Stream Materials as set forth in Exhibit B.

“Ton” means 2,000 pounds.

“Uncontrollable Circumstances” means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

2. QUANTITY AND QUALITY

- a. During the term of the Agreement, Contractor shall take and Town agrees to provide one hundred percent (100%) of the Single Stream Materials collected by or on behalf of Town. Town shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the Single Stream Materials any Recyclables listed herein without the express written consent of Contractor. Town shall not allow scavenging of any Recyclables from the Single Stream Materials. Any additions to the listing of acceptable Recyclables listed herein shall be made upon the mutual agreement of Town and Contractor.
- b. Town represents and warrants that it shall provide the Single Stream Materials in accordance with the Specifications set forth in herein. Title to Recyclables provided by Town to Contractor is transferred to Contractor upon Contractor’s receipt or collection unless otherwise provided in this Agreement or Applicable Law. Title to and liability for Excluded Materials shall remain with Town at all times.
- c. Composition Audits may be performed by Contractor at its discretion on Single Stream Materials delivered to the Designated Facility by or on behalf of Town in order to identify the overall material composition and associated Blended Value. For the purposes of the Blended Value, the composition percentages derived from the most recent Composition Audit will be effective after each Composition Audit the month immediately following the most recent Composition Audit.
- d. Contamination Audits may be performed by Contractor at its discretion on Single Stream Materials delivered to the Designated Facility by or on behalf of Town in order to identify the overall percentage of “Non-Recyclables” or “Contamination” present. Where the percentage of

Non-Recyclables exceeds ten (10) percent, the excess Contamination percentages derived from the most recent Contamination Audit will be effective after each Contamination Audit the month immediately following the most recent Contamination Audit and Town shall be subject to an Excess Contamination Charge.

3. PRICING/PAYMENTS

Payments and charges to Town shall be calculated as set forth herein. Contractor shall pay Town (or Town shall pay Contractor) the Net Value of the Single Stream Materials. Where the Net Value is positive, Contractor shall pay Town on or about the last day of the month following delivery for those Single Stream Materials purchased during the preceding month. Where the Net Value is negative, Town shall pay Contractor within 30 days of date of invoice.

4. DELIVERIES

Contractor shall deliver Single Stream Materials at Town's expense to the Designated Facility during Receiving Hours. All Single Stream Materials must be delivered in self-dumping trucks and will be weighed in and out by Contractor at the Designated Facility.

5. MATERIALS

a. If Excluded Materials are delivered to the Facility by or on behalf of Town, Contractor, in its sole discretion, may reject the entire load, or separately contain, set aside, segregate, isolate and manage such Excluded Materials as required by Applicable Law. Town will be notified promptly of the location, general character and amount of such Excluded Materials. If requested by Contractor, Town must remove, or cause to be removed, such Excluded Materials from the Designated Facility and shall transport and dispose of, or shall cause such Excluded Materials to be transported and disposed, in accordance with Applicable Law. If Town fails to timely remove such Excluded Materials after request by Contractor, Contractor may, after notice to Town, transport and dispose of such Excluded Materials and charge the costs thereof to Town.

b. Contractor shall recycle the Recyclables for reuse and, provided that there is a commercially reasonable available market for such material, shall not dispose of any Recyclables, except such Residue left after appropriate processing of the Single Stream Materials. Contractor makes no representations as to the recyclability of the Recyclables and may dispose of such Recyclables when no reasonable commercial market exists.

6. PUBLIC EDUCATION AND OUTREACH

The parties acknowledge that maintenance of the quality of the Single Stream Materials is a requirement of this Agreement, subject to the provisions herein. Town shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of Single Stream Materials. Contractor shall provide reasonable assistance to Town in such efforts.

7. EFFECT OF MATERIAL CHANGE AFFECTING AGREEMENT

In the event that a change in Applicable Law or a material change in market conditions occurs, including but not limited to lack of commercially reasonable market availability for processed Recyclables, changes in market specifications affecting the salability of processed Recyclables, changes affecting the recyclability or marketability of Recyclables, changes in the quantity, quality or composition of the Recyclables or Single Stream Materials, (each a "Material Change"), has the effect of materially altering the terms of this Agreement, or preventing or precluding compliance with one or more provisions of this Agreement, or preventing, precluding or substantially affecting the benefit(s) bargained for under this Agreement, including profits of Contractor, this Agreement shall be modified or suspended as may be necessary to comply with, ameliorate, or prevent the detrimental effects on the Agreement of, such Material Change. A Party detrimentally affected by a Material Change shall so notify the other Party and request amendment to this Agreement accordingly, and the Parties shall engage in good faith negotiations for a period of three (3) months after such request regarding such amendments of this Agreement that reflect the extent to which the provisions hereof have been, or should be, so modified or suspended. If a Material Change precludes or reduces any of Contractor's rates or other revenues, or otherwise increases costs to process single stream materials, then the Parties shall modify this Agreement in accordance with this provision in order that Contractor can achieve, on an ongoing basis, profits that existed immediately prior to the Material Change.

EXHIBIT B
SPECIFICATIONS

RECYCLABLES shall be dry, loose, not bagged, and includes the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers – brown, clear, or green – empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only – empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastics with symbol #5 – empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

Recyclables may be added or deleted upon mutual consent of the Parties.

RECYCLABLES do not include the following:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags, expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Saturated fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Contractor's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Contractor's structures or equipment.

DELIVERY SPECIFICATIONS:

Single Stream Materials delivered by or on behalf of Town may not contain more than 10% Non-Recyclables or any Excluded Materials. In

the event a load of Single Stream Materials does not meet Specifications, the load may be rejected and/or Town may be charged additional processing, return or disposal costs, including Excess Contamination Charges as set forth herein.

EXHIBIT C

BLENDING VALUE/CHARGES

1. VALUE SHARE

Where the Blended Value is greater than the Contractor Fee, Town's value share is 50% of the difference between the Blended Value and the Contractor Fee. When the Blended Value is less than the Contractor Fee, Town shall pay Contractor the difference between the Contractor Fee and the Blended Value.

2. CHARGES

- (a) The initial Contractor (Processing) Fee is \$125.00 per delivered ton.
- (b) The initial transportation fee is \$50.00 per delivered ton.
- (c) The initial Residue Fee is \$85.00 per delivered ton.
- (d) The initial Excess Contamination Fee is \$235.00 per ton.
- (e) All Fees stated above shall be increased by 3% on June 1, 2023 and each June 1 thereafter.

3. BLENDED VALUE

To calculate the Blended Value per ton of the Single Stream,

- (a) The percentage of each Recyclable and Residue component set forth below contained in the Single Stream Materials as established and revised from time-to-time by the Composition Audits, is multiplied by current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.

Town acknowledges that the value of a commodity may be negative. Blended Value is calculated monthly.

- "PPI" means the higher of the prices issued by *RISI PPI Pulp & Paper Index* for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the higher of the price published at www.SecondaryMaterialsPricing.com, for the New York Region, first dated price each month, retroactive to the first of the month.
- If PPI or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Contractor may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. Town's consent, which shall not be unreasonably withheld, conditioned or delayed,

to the use of such alternate publication or method shall be required.

- Notwithstanding anything to the contrary contained herein, if Contractor determines prior to the 10th of the month, that the anticipated Actual Value for any commodity will be more than 10% lower than the index published for such commodity that month, due to market conditions, Contractor may substitute the anticipated Actual Value as established on or about the 10th of the month for the index value that month.
- “Actual Value” means the average price paid to or charged the Designated Facility during the month of delivery of the Single Stream Materials, minus any freight, customs charges, duties, or other charges paid to third parties for such sales.
- Town shall pay Contractor a charge for each ton of residue delivered (“Residue Fee”).
- The initial composition of the Town’s Recyclables shall be presumed to be as set forth below and may be adjusted from time to time to reflect either changes in composition at the recycling facility or following the completion of a Composition Audit.

Material Component	Commodity Value	Composition %
OCC (Cardboard)	PPW OCC #11	21.35%
Mixed Paper (All other paper)	PPW MIX #54 or Actual	35.16%
Aluminum Beverage Cans	SMP for Aluminum Cans (Loose, cents/lb. dropped off at RC)	1.04%
Steel/Tin Cans	SMP for Steel Cans (Sorted, Densified \$/Ton picked up)	2.98%
PET (Plastic #1)	SMP for PET (baled, ¢/lb. picked up)	4.03%
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, ¢/lb. picked up)	0.36%
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, ¢/lb. picked up)	1.64%
Tubs and Lids (Plastic#5)	SMP for Plastics PP Post Consumer (baled, ¢/lb. picked up)	0.48%
Glass	Actual Value	22.97%
Residue	Residue Fee	10%
Total:		100%

4. EXCESSIVE CONTAMINATION

Contamination Audit. Where a Contamination Audit determines that Town's percentage of Non-Recyclables exceeds ten (10%), the total tons used to calculate Blended Value shall be reduced by the amount of excess contamination. Excess contamination shall be charged at the per ton rate specified herein.

By way of example only (if the contamination audit shows 15% contamination):

Blended Value = \$127.39
Contractor Fee = \$125.00
Transportation Fee = \$50.00
Excess Contamination = 5%
Excess Contamination Fee = \$235.00

123 tons delivered in the month

Town Value/Charges =

Value: Blended Value – Contractor and Transportation Fee = (\$127.39 - \$175.00) per ton = \$47.61 charge per ton x 116.85 tons (123 total tons x 95% meeting 10% contamination threshold) = \$5,563.23 per month

Excess Contamination Fee: \$235.00 per ton x 6.15 tons (123 total tons x 5% exceeding the 5% contamination threshold) = \$1,445.25

Total Charge: \$5,563.23 + \$1,445.25 = \$7,008.48 for the month

Revenue Share Calculation - Single Stream				
EXHIBIT D				
Commodity	Index *	Current Composition %	Market Value/Ton	Values
OCC (Cardboard)	PPI OCC #11	21.35%	\$ 175.00	\$ 37.37
Mixed Paper (All other paper)	PPI Mixed Paper #54	35.16%	\$ 100.00	\$ 35.16
Aluminum Beverage Cans	SMP for Aluminum Cans (Loose, cents/lb. dropped off at RC)	1.04%	\$ 1,500.00	\$ 13.52
Steel/Tin Cans	SMP for Steel Cans (Sorted, baled, \$/ton picked up)	2.98%	\$ 290.00	\$ 8.63
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	4.03%	\$ 570.00	\$ 22.96
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	0.30%	\$ 2,280.00	\$ 8.14
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	1.64%	\$ 1,260.00	\$ 20.62
Tubs and Lids (Plastic #5)	SMP for Plastics PP Post Consumer (baled, cents/lb. picked up)	0.48%	\$ 900.00	\$ 4.33
Glass	Actual	22.07%	\$ (64.50)	\$ (14.82)
Residue	Residue Fee	10.00%	\$ (85.00)	\$ (8.50)
Total/Blended Value		100.00%		\$ 127.39
MRF Processing Fee		\$	125.00	
Load and Transportation Fee Turnkey MRF 50% share above Fees		\$	59.00	\$ (47.61)

*Blended Value is Calculated Monthly.
 *PPI means the higher of the prices issues by RISI Pulp & Paper Index for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
 *SMP means the higher of the price published at www.SecondaryMaterialsPricing.com for the New York Region, first dated price each month, retroactive to the first of the month.
 *Actual Value means the average price paid to or charged to the processing facility during the month of delivery, less any freight or other charges paid to third parties.
 *Residue Audits will be conducted periodically. If residue exceeds the 10% threshold, excess residue tonnage will be charged at a rate of \$235.00 per ton.
 *Processing Fee and Residue Fee Value shall increase annually by 3%.
 *When blended value is above the processing fee, Town gets 50% of the difference. When blended value is below the processing fee, Town pays processing fee minus the blended value.