



# TOWN OF WESTBOROUGH MASSACHUSETTS

BOARD OF HEALTH

FORBES MUNICIPAL BUILDING  
45 WEST MAIN STREET, SUITE 25  
WESTBOROUGH, MA 01581-1916

TEL. (508) 366-3045  
FAX (508) 366-3047

December 2, 2014

Wendy Mickel  
Town Clerk  
45 West Main Street  
Westborough, MA 01581

Wendy,

The Board of Health will meet on Friday, December 5, 2014, at 8:30 a.m., in the conference room on the second floor of the Central One Federal Credit Union, 40 South Street.

The purpose of the meeting is to review a proposed amendment to the Wheelabrator Millbury Waste Disposal contract.

Respectfully,

Kathy Smith  
Administrative Assistant



BOARD OF HEALTH

# TOWN OF WESTBOROUGH MASSACHUSETTS

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## Minutes of Board of Health Meeting December 5, 2014

A Board of Health meeting was held on Friday, December 5, 2014, in the Community Room at the Central One Federal Credit Union, 40 South Street. The meeting was called to order at 8:30 am. by Chairman Federici. Present: Members Ehrlich, Walsh and Director Baccari.

The purpose of the meeting was to review an amendment to the Wheelabrator Millbury Waste Disposal contract.

Director Baccari reviewed the contract amendment and noted that this will save the Town money. One of the terms of the contract will be an adjustment in the tipping fee from the current \$75.66 per ton to \$64 per ton effective January 14, 2015. The adjustment will save the Town approximately \$25,000 in 2015. The amended contract will remain in the current agreement through the remaining 13 years of the contract.

**Member Ehrlich made a motion to accept the amendment to the Wheelabrator Millbury Disposal contract. Member Walsh seconded the motion; the vote was unanimous.**

The amendment to the agreement was signed by Chairman Federici.

There being no further business, the meeting adjourned at 8:40 a.m.

Respectfully submitted,

  
Kathleen Smith

**FIRST AMENDMENT TO THE WHEELABRATOR MILLBURY INC.  
WASTE DISPOSAL AGREEMENT**

This First Amendment to the Wheelabrator Millbury Inc. Waste Disposal Agreement (the "Amendment") dated as of the **5<sup>th</sup>** day of **December, 2014**, is made and entered into by and between Wheelabrator Millbury, Inc., a Delaware corporation, with a business address at 331 Southwest Cutoff Road, Millbury, MA 01527 ("WMI") and the Town of **Westborough**, a body politic and corporate existing as a political subdivision of the Commonwealth of Massachusetts, acting by and through its **Board of Health** with offices at **45 West Main Street, Westborough, Massachusetts** (the "Town"). Both WMI and the Town, when jointly referred to shall hereinafter be the "Parties".

**RECITALS**

WHEREAS, WMI and the Town entered into the Wheelabrator Millbury Inc. Waste Disposal Agreement dated **January 25, 2006** (the "Agreement") for receiving and disposing of the Town's "Residential Acceptable Waste", as that term is defined in the Agreement, at WMI's facility located in Millbury, Massachusetts; and

WHEREAS, Section VII of the Agreement allows either Party to terminate the Agreement effective December 31, 2017, provided that notice of such termination is sent in writing to the other Party no later than December 31, 2015; and

WHEREAS, rather than either WMI or the Town exercising their termination rights pursuant to Section VII of the Agreement, the Parties have agreed to enter into this First Amendment; and

WHEREAS, the Parties agree, except as otherwise expressly noted, that Sections 1 and 3 of this Amendment shall take effect on January 1, 2015, and that Section 2 shall take effect on January 1, 2018; and

WHEREAS, the Parties agree that, except as amended hereby, all other provisions of the Agreement shall remain in force and effect;

NOW THEREFORE, in consideration of the foregoing premises, and the mutual conditions, covenants and promises contained herein, the Parties hereto, intending to be legally bound, do hereby agree to amend, by this Amendment, the Agreement as follows:

1. The following amendments shall take effect on January 1, 2015:
  - a. Section 1, Definitions: Section 1, Paragraph 17 is hereby amended by substituting "Wheelabrator Technologies Inc.," for "Waste Management, Inc.,"

b. Section V, Service Fees: This Section shall be amended as follows:

(i) Section V.2 is stricken and replaced with the following:

“2. (a) For all Residential Acceptable Waste delivered to and accepted at the Facility in accordance with this Agreement, or otherwise disposed of by or at the direction or cost of WMI, and regardless of whether such Residential Acceptable Waste was not actually delivered to and disposed of at the Facility so long as the Town owes WMI a payment obligation thereof pursuant to this Agreement, the Town shall pay WMI a Tipping Fee of sixty four dollars (\$64.00) per Ton as of January 1, 2015. On July 1, 2016, the Tipping Fee shall increase to sixty six dollars (\$66.00) per Ton. The Base Date for purposes of calculating escalation shall be July 1, 2016. The Anniversary Date shall be July 1 of each succeeding calendar year during the term of this Agreement, commencing July 1, 2017.

(b) The Tipping Fee set forth in Section V.2 (a) shall be escalated on the Anniversary Date and annually on each subsequent Contract Year in accordance with the following formula:

$$TF_X = BTF [1 + (.75(\Delta CPI))]$$

Where:

TF<sub>X</sub> = Tipping Fee as of the Anniversary Date in the computation year.

BTF = The Base Tipping Fee as of the Base Date.

$$\Delta CPI = \frac{CPI_X - CPI_B}{CPI_B}$$

Where:

CPI = CPI Urban Wage Earners and Clerical Workers- Northeast Region.

CPI<sub>B</sub> = March 1, 2016.

CPI<sub>X</sub> = The CPI published for March in the computation year.

c. Section VII, Term: This Section is amended by striking all provisions following the first sentence.

d. Section XIV, Corporate Guarantee: The second and third sentences of this Section shall be amended as follows:

“If at any time the Guarantor has net worth of less than \$50 million, WMI shall promptly provide other security reasonably acceptable to the Town to guarantee WMI’s performance of its obligations under this Agreement. The obligations of the Guarantor shall be binding on the Guarantor’s successors and assigns and may not be assigned or transferred to any other party without the prior written approval of the Town, such approval not to be unreasonably withheld; notwithstanding the foregoing, the Guarantor may assign its



obligations to an entity with (i) an investment grade rating or better from either Standard and Poor's Corporation or any successor or Moody's Investors Services Inc. or any successor or (ii) a net worth of at least \$50 million without the consent of the Town."

e. Appendix V, Corporate Guarantee: Appendix V shall be deleted and replaced with the corporate guarantee in the form set forth in Attachment A to this Amendment.

2. The following amendments shall take effect on January 1, 2018:

a. Section I, Definitions: The definitions of "Guaranteed Annual Tonnage" and "Shortfall Fees" shall be stricken in their entirety and replaced with the following:

(i) "16. [Reserved]".

(ii) "23. [Reserved]"

b. Section II, Guaranteed Annual Tonnage: Paragraphs 2, 3 and 4 shall be deleted from the Agreement and Paragraphs 2 and 3 shall be replaced with the following:

"2. If the Town decides that it will no longer provide for, and control the collection and disposal of, Acceptable Waste from all residential households within the Town either by itself or by contractors of the Town, the Town shall provide WMI at least one year's written notice in advance. In the event that the Town so notifies, WMI shall have the option to terminate this Agreement at any time thereafter.

3. WMI shall have the right to audit the Town's waste supply information and procedures to ensure that the Town is delivering all its Residential Acceptable Waste that is not Recycled to the Facility."

c. Section III, Refusal to Accept Deliveries: Paragraph 3 is stricken in its entirety and replaced with the following:

"The Town shall use all reasonable efforts to supply excess quantities of Residential Acceptable Waste to WMI upon WMI's reasonable request, and at the times requested, once a Force Majeure Event which prevented WMI from accepting Residential Acceptable Waste pursuant to Section III.1(d) has been remedied or when WMI removes or remedies the cause of its refusal to accept such Acceptable Waste pursuant to Section III.2(a)."

d. Section III, Refusal to Accept Deliveries: Paragraph 4(b) is stricken in its entirety and replaced with the following:

"If as a result of a Force Majeure Event the capacity of the Facility to accept and process Residential Acceptable Waste is reduced but not completely suspended, WMI shall allocate a

portion of such reduced capacity of the Facility to the Town pro rata based on the average number of Tons of Residential Acceptable Waste delivered by the Town to the Facility and accepted by WMI in the three (3) years immediately preceding the date of the Force Majeure Event.”

e. Section VI, Payments: this Section shall be amended as follows:

- (i) The third line of Section VI.2. is amended by inserting the word “and” after the phrase “Service Fees” and striking the words “and Shortfall Fees” appearing after the phrase “Change in Law costs”.
- (ii) Section VI.2. is further amended by striking the last sentence.

f. Section XII, Force Majeure Events; Change in Law: This Section shall be amended as follows:

Section XII.2(a)(i) shall be amended by striking the clause “...the Town’s Guaranteed Annual Tonnage (to the extent the Town has a Guaranteed Annual Tonnage requirement under Section II.1) or...”

g. Section XV, Right of First Refusal: This Section shall be amended as follows:

- (i) Section XV.1 (a) shall be amended by striking the clause “...the Town’s Guaranteed Annual Tonnage (to the extent the Town has a Guaranteed Annual Tonnage obligation under Section II.1) or...”
- (iii) Section XV.1 (b) shall be amended by striking the clause “...the Town’s Guaranteed Annual Tonnage (to the extent the Town has a Guaranteed Annual Tonnage obligation under Section II.1) or...”

3. Release of Waste Management, Inc.

The Corporate Guarantee dated **January 25, 2006** by Waste Management in favor of the Town is hereby terminated and Waste Management shall have no further obligations or liabilities thereunder. WMI shall cause Wheelabrator Technologies Inc. to execute on the date hereof the Corporate Guarantee in the form attached hereto as Attachment A to this Amendment.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Amendment to be executed as a sealed instrument by their duly authorized representatives as of the day and year first above written.

Approved as to form:

TOWN OF WESTBOROUGH

By: **Westborough Board of Health**

By: **Westborough Board of Health**

Name: **Priscilla Federici**

Name: Priscilla Federici

Title: **Chair, Westborough Board of Health**

Title: Chair

WHEELABRATOR MILLBURY INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Wheelabrator Technologies Inc.**

A Waste Management Company

4 Liberty Lane West  
Hampton, NH 03842

**RECEIVED**  
JUN 19 2006

TOWN OF WESTBOROUGH  
BOARD OF HEALTH

June 14, 2006

*By Certified Mail*  
*Return Receipt Requested*

Mr. Paul McNulty  
Director of Public Health  
Town of Westborough  
45 West Main St., Room 25  
Westborough, MA 01581

Dear Mr. McNulty:

On behalf of Wheelabrator Millbury Inc., I am pleased to enclose an original fully executed copy of the Waste Disposal Agreement between the Town of Westborough and Wheelabrator Millbury Inc., together with an original executed guarantee from Waste Management, Inc.

If you have any questions, please call me at 603/929-3226.

Sincerely,

Mary F. Vangile  
Paralegal

Enclosures

cc: Fred Confalone - w/o enclosure  
Stephen F. Madaus - w/o enclosure

CORPORATE GUARANTEE

This Guarantee Agreement (this "Guarantee"), dated as of Jan. 25, 2006, is made and entered into by Waste Management, Inc., a Delaware corporation ("Guarantor").

**WITNESSETH:**

WHEREAS, Wheelabrator Millbury Inc. (the "Company") is entering into a Waste Disposal Agreement (the "Agreement") effective as of the date of this Guarantee with the Town of Westborough (the "Town") pursuant to which the Town will deliver municipal solid waste to the Company's waste-to-energy facility for disposal; and

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

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

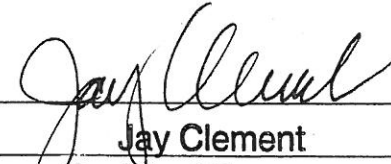
1. Guarantor and its successors and assigns hereby guarantee to the Town that it will cause the Company to perform all of its obligations and responsibilities in accordance with the terms and conditions of the Agreement. Guarantor shall be entitled to all the defenses and benefits of the terms and conditions of the Agreement.
2. This Guarantee shall become effective only upon the effective date of the Agreement.

EXECUTED as of the day and year first above written.

WASTE MANAGEMENT, INC.

By:   
Name: Cherie C. Rice  
Title: Vice President & Treasurer

WASTE MANAGEMENT, INC.

By:   
Name: Jay Clement  
Title: Assistant Treasurer

**RECEIVED**  
JUN 19 2006

TOWN OF WESTBOROUGH  
BOARD OF HEALTH

WHEELABRATOR MILLBURY INC.  
WASTE DISPOSAL AGREEMENT

THIS AGREEMENT (this "Agreement"), made and entered into this 25th day of January, 2006, by and between Wheelabrator Millbury Inc., a Delaware corporation, with a business address at 331 Southwest Cutoff Road, Millbury, MA 01527 ("WMI"), and the Town of Westborough, a body politic and corporate existing as a political subdivision of the Commonwealth of Massachusetts, acting by and through its Board of Health (the "Town").

W I T N E S S E T H:

WHEREAS, WMI operates a resource recovery facility located in Millbury, Massachusetts (the "Facility") for the purposes of receiving and disposing of Acceptable Waste (as defined herein) by the process of combustion, generating electricity thereby, and disposing of residue therefrom;

WHEREAS, the Town is desirous of securing a long-term disposal option for all of the Acceptable Waste generated within the Town;

WHEREAS, the Town and WMI are desirous, for mutual considerations, of entering into a long-term contractual relationship pursuant to which the Town will deliver or cause to be delivered to the Facility, and WMI will accept at the Facility, Residential Acceptable Waste (as defined herein);

NOW THEREFORE, in consideration of the foregoing premises, and the mutual conditions, covenants and promises contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

SECTION I

DEFINITIONS

1. "Acceptable Waste" means all household or municipal garbage, trash, rubbish, refuse, normally or which may be hereinafter collected and disposed of by or on behalf of the Town, but excluding, without limitation, (a) Hazardous Waste, explosives and ordnance materials, pathological wastes, radioactive materials, lead acid batteries, sludges, highly inflammable

substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, non-burnable construction materials and demolition debris and hazardous refuse of any type or kind including those addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (b) unless consented to by the Facility's plant manager, any item of waste exceeding six (6) feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight (8) inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as "white goods" including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters, and the like; (d) any controlled substances regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (e) any material that a waste-to-energy facility cannot accept pursuant to any waste bans designated by the Commonwealth of Massachusetts pursuant to 310 CMR 19.017 et seq. (the "Waste Bans"); (f) small appliances containing chlorofluorocarbons (CFCs) including, without limitation, air conditioners, water coolers, and dehumidifiers; (g) tires and cathode ray tubes (in each case in excess of a de minimis amount); and (h) upon notice to the Town by WMI, all other items of waste which WMI reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Facility or be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations. Any substances which are determined by the EPA or any other federal, state, or local agency subsequent to the date hereof to be hazardous, toxic, dangerous, harmful, or otherwise designated as a "waste ban," shall, at the time of such determination, cease to be Acceptable Waste.

2. "Affiliate" means, with respect to any person, corporation, firm or entity, any person, corporation, firm or entity which, directly or indirectly, controls or is controlled by or is under common control with such person, corporation, firm, or entity.

3. "Anniversary Date" for the purposes of Tipping Fee escalation is as defined in Section V.2.

4. "Base Date" for the purposes of Tipping Fee escalation is as defined in Section V.2.(a).

5. "BTF" (Base Tipping Fee) for the purposes of Tipping Fee escalation is as defined in Section V.2.

6. "Central Massachusetts Resource Recovery Committee Communities" means the Massachusetts municipalities set forth on Appendix I attached hereto.

7. "Change in Law" means any event or condition listed in subsection (a) hereof demonstrated to have, or which may upon showing of reasonable basis be expected to have, an adverse effect on a party, or on a party's ability to perform pursuant to this Agreement, or on the Facility or the Facility site, or the Facility's Residue Landfill, or the operation of any or all of them, if such event or condition is beyond the control of the party and not the result of any willful or negligent act of the party as justification for not performing any obligation or complying with any condition required of such party under this Agreement.

(a) Change in Law shall include:

(i) the adoption, promulgation, issuance, modification, or official change in interpretation after the date of this Agreement of any federal, state or local law, regulation, rule, requirement, ruling or ordinance that was not on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, state, or local governmental body, administrative agency or governmental official having jurisdiction;

(ii) the order, judgment, policy decision, or guidance of any federal, state or local court, administrative or regulatory agency, or governmental officer or body entered subsequent to the date of this Agreement; or

(iii) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization, or approval essential to the operation, ownership or possession of the Facility, the Facility site or the Facility's Residue Landfill as provided for herein or required with respect hereto.



(b) Notwithstanding the foregoing, a "Change in Law" shall not include the following:

(i) Occupational Safety and Health Administration (OSHA) standards or regulations applicable to a broad range of businesses or industrial facilities in the United States and not limited to solid waste industry businesses or facilities;

(ii) the Solid Waste Management Facility Regulations, 310 CMR 19.00, as of October 7, 2005, attached hereto as Appendix II;

(iii) any state law outside of the Commonwealth of Massachusetts except as applicable to the Facility's Residue Landfill; and

(iv) a Change in Law pertaining to WMI's income taxes or other taxes applicable to a broad range of businesses or industrial facilities in the United States and not limited to solid waste industry businesses or facilities.

8. "Change in Law Invoice" means the annual invoice provided to the Town for Change in Law costs as set forth in Section XII.2.

9. "Contract Year" means a one-year period beginning each year on July 1 and ending on June 30 of the following year; provided, however, that the first Contract Year (the "Initial Contract Year") shall begin on January 1, 2008 and end on June 30, 2008.

10. "CPI" (Consumer Price Index) for the purposes of Tipping Fee escalation is as defined in Section V.2.

11. "CPI<sub>B</sub>" (Base Date Consumer Price Index) for the purpose of Tipping Fee escalation is as defined in Section V.2.

12. "CPI<sub>X</sub>" (Anniversary Date Consumer Price Index) for the purpose of Tipping Fee escalation is as defined in Section V.2.

13. "Environmental Laws" means (i) all statutes, regulations, rules, ordinances, codes, licenses, permits, orders, decrees, approvals, plans, authorizations, policies, and similar items (whether previously existing, now existing or hereafter enacted, amended, promulgated or issued, and whether or not contemplated by the parties as of the date of this Agreement) of the United States, the Commonwealth of Massachusetts or any political subdivision thereof or of any agency, department, commission, board, bureau or other instrumentality of any of them, (ii) all binding and final judicial and administrative decrees, judgments and orders (whether previously existing, now existing or hereafter enacted, amended, promulgated, or issued, and whether or not contemplated by the parties as of the date of this Agreement), and (iii) any common law theories

of liability applicable to claims, demands, requirements, damages, costs or expenses, in each case relating to or addressing the pollution, contamination, protection, or remediation of the environment or the protection or restoration of natural resources.

14. “Facility’s Residue Landfill” means the ash landfills located in Shrewsbury, Massachusetts and Putnam, Connecticut, or any other landfill owned by Waste Management, Inc. or its subsidiaries in New England that is capable of accepting ash residue from the Facility and that has accepted for disposal at least 60% of the total ash generated by the Facility in the prior fifteen (15) months immediately preceding a Change in Law event.

15. “Force Majeure Event” means any act, event, or condition that is beyond the reasonable control of, and is not also the result of the willful or negligent act, error or omission, failure to exercise reasonable care or diligence, or breach of this Agreement on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement, and that materially interferes with or materially increases the cost of performing its obligations hereunder or reduces its revenues hereunder. Such acts or events may include, but not be limited to, the following:

(i) an act of God, epidemic, landslide, lightning, earthquake, fire or explosion, storm, flood, an act of war or of the civil or military authorities, civil disturbance, strike, lockout, work slowdown, or similar industrial or labor action or any other similar occurrence;

(ii) the failure of the communities in which the Facility or the Facility’s Residue Landfill is situated or the appropriate federal or state agencies or public or private utilities having operational jurisdiction over the Facility or the Facility’s Residue Landfill to provide and maintain all utilities, services, sewerage and water lines essential to the operation of the Facility or the Facility’s Residue Landfill ; or

(iii) Change in Law.

Notwithstanding the foregoing, none of the following acts, events, or circumstances shall constitute a Force Majeure Event:

(a) any act, event or circumstance that would not have occurred if the affected party had complied with its material obligations under this Agreement and such failure to comply was not caused by a Force Majeure Event;

(b) changes in interest rates, inflation rates, labor costs, energy prices, commodity prices, currency values, exchange rates, or other general economic conditions;

(c) changes in the financial condition of the Town, WMI, the Guarantor, or their affiliates affecting the ability to perform their respective obligations; or

(d) union or labor work rules or requirements that have the effect of increasing the number of employees employed at the Facility or otherwise increasing the cost to WMI of performance hereunder (but excluding strikes, lockouts, work slowdowns, or similar industrial or labor actions or any other similar occurrence which may be considered a Force Majeure Event).

16. “Guaranteed Annual Tonnage” means that tonnage more particularly described in Section II.

17. “Guarantor” means Waste Management, Inc. or a successor guarantor pursuant to Section XIV.

18. “Guaranty” means the guarantee required to be provided by WMI pursuant to Section XIV.

19. “Hazardous Waste” means (a) any waste defined as a hazardous waste in 40 CFR Part 261 or in any applicable state or local hazardous waste regulatory program; (b) any waste that is mixed with a listed hazardous waste as regulated in 40 CFR Part 261.3(a)(v)(2)(iv) or any applicable state or local hazardous waste regulatory program; (c) any waste containing polychlorinated biphenyls in concentrations that are subject to regulation under the federal Toxic Substances Control Act; (d) any waste containing radioactivity at levels that are subject to regulation under federal, state, or local law; or (e) any other waste that is regulated as a hazardous waste by any applicable federal, state, or local statutory or common laws, regulations, rules, or ordinances.

20. “Recycle” means to recover or reclaim from the waste stream, at the source prior to collection, materials or by-products that are to be (i) reused, (ii) employed as an ingredient or a feedstock in an industrial or manufacturing process to make a product, or (iii) employed in a particular function or application as an effective substitute for a commercial product or commodity; provided, however, that to Recycle does not mean to deliver such materials or by-products to a landfill or to any Third Party for disposal or to recover energy from the combustion of such materials or by-products.

21. “Residential Acceptable Waste” means that Acceptable Waste generated within the Town collected by or on behalf of the Town the source of which is residential households located

in the Town, municipal buildings located in the Town, and small businesses that are municipally collected and located in the Town.

22. "Service Fees" means the monthly fees payable by the Town to WMI as set forth in Section V.

23. "Shortfall Fees" means the fees payable by the Town to WMI as a result of a Tons Shortfall in a Contract Year as more particularly described in Section V.3.

24. "Third Party" means any natural person, corporation, association, or partnership, and any governmental agency, department, commission, board, bureau, or other instrumentality, other than WMI, any Affiliate of WMI, or the Town.

25. "Tipping Fee" means the cost per ton for disposing of quantities of Acceptable Waste at the Facility as set forth in Section V.

26. "TF<sub>x</sub>" (Tipping Fee as adjusted) for the purposes of Tipping Fee escalation is as defined in Section V.2(b).

27. "Ton" means a "short ton" of 2,000 pounds.

28. "Tonnage" means Tons of Residential Acceptable Waste.

29. "Tons Shortfall" means that tonnage quantity by which the Guaranteed Annual Tonnage exceeds the actual tonnage delivered in a Contract Year as more particularly described in Section V.

## SECTION II

### GUARANTEED DELIVERY AND ACCEPTANCE OF ACCEPTABLE WASTE

1. Commencing January 1, 2008, the Town shall deliver or cause to be delivered, and WMI agrees to accept, subject to the terms and conditions set forth herein, all Residential Acceptable Waste that is not Recycled in each Contract Year.

2. In the event that the Town does not directly provide for and control the collection and disposal of all its Residential Acceptable Waste, the Town shall deliver a number of Tons of Residential Acceptable Waste per Contract Year, designated by the Town by July 31 of each Contract Year (January 1, 2008 in the Initial Contract Year), in an amount not less than 90% and not more than 110% of the average number of Tons of Residential Acceptable Waste delivered by the Town to the Facility and accepted by WMI in the three (3) calendar years immediately preceding the date hereof (in the Initial Contract Year, such amount shall be multiplied by .5) or

the date on which the Town no longer provides for such collection and disposal if the Town is doing so on the date hereof but ceases doing it hereafter (the "Guaranteed Annual Tonnage"); provided, however, if the Town fails to provide WMI with the Guaranteed Annual Tonnage amount for any Contract Year by July 31 of such Contract Year, the Guaranteed Annual Tonnage amount shall be equal to the average number of Tons of Residential Acceptable Waste delivered by the Town to the Facility and accepted by WMI in the three (3) calendar years immediately preceding the date hereof or the date on which the Town no longer provides for such collection and disposal if the Town is doing so on the date hereof but ceases doing it hereafter. Notwithstanding the foregoing, the Town may only reduce its Guaranteed Annual Tonnage by an amount not to exceed twenty-five percent (25%) of the Town's initial Guaranteed Annual Tonnage throughout the term of this Agreement.

3. To the extent the Town does not have a Guaranteed Annual Tonnage obligation under Section II.1, WMI shall have the right to audit the Town's waste supply information and procedures to ensure that the Town is delivering all its Residential Acceptable Waste that is not Recycled to the Facility.

4. Should any Waste Bans imposed by a Change in Law, or the Town's participation in a Commonwealth of Massachusetts approved program of residential source separation of recyclable materials, substantially reduce the Town's waste stream, the Town and WMI agree to meet and negotiate in good faith a reasonable and appropriate reduction to the Town's Guaranteed Annual Tonnage.

### SECTION III

#### REFUSAL TO ACCEPT DELIVERIES

1. WMI shall have the right to refuse deliveries of the following types or categories of waste (but may, if possible or practical, reject partial loads), and the Town shall remove and dispose of, at its sole cost, any such waste delivered by or on behalf of the Town which is so rejected by WMI:

- (a) waste other than Residential Acceptable Waste;
- (b) any waste delivered at other than the established receiving hours as set forth herein;

(c) any waste delivered by the Town in a manner or by means not in conformity with the requirements of this Agreement; or

(d) any or all waste which WMI is unable to accept as the result of a Force Majeure Event.

2. (a) WMI may also refuse delivery of any and all Residential Acceptable Waste delivered by the Town for reasons other than those identified in Section III.1 including Residential Acceptable Waste it is unable to process due to WMI's fault or negligence. In such event, WMI shall be liable to the Town, as WMI's sole liability, as specified in Section III.2(b) below.

(b) For any or all Residential Acceptable Waste delivered by the Town in accordance with this Agreement and rejected by WMI, or diverted by WMI, in either case pursuant to Section III. 2(a), the Town agrees to pay to WMI the per Ton Tipping Fee set forth in Section V.2, and to deliver such Tonnage to an alternative disposal site designated by WMI, and WMI agrees to pay the tipping fee cost of disposal at such designated alternative disposal site, and reimburse the Town for the direct reasonable and necessary incremental cost of transportation of such Residential Acceptable Waste to the alternative disposal site in excess of the cost of transportation of an equal amount of such Residential Acceptable Waste to the Facility.

3. WMI agrees that, during the period of any inability or refusal to accept Residential Acceptable Waste pursuant to Section III.1(d) and Section III.2, the Town shall be considered to have delivered to the Facility, for purpose of determining whether the Town has satisfied its Guaranteed Annual Tonnage commitment (to the extent applicable under Section II.1), the number of Tons diverted to the alternate disposal site based on the alternate disposal site's weight records or, if such records are not available, a pro rata portion of the Town's Guaranteed Annual Tonnage commitment as allocable to the period of WMI's inability or refusal less any Tonnage accepted by WMI during such period (but in no case less than zero); provided, however, the Town shall use all reasonable efforts to supply excess quantities of Residential Acceptable Waste to WMI upon WMI's reasonable request, and at the times requested, once a Force Majeure Event which prevented WMI from accepting Residential Acceptable Waste pursuant to Section III.1(d) has been remedied or when WMI removes or remedies the cause of its refusal to accept such Acceptable Waste pursuant to Section III.2(a).



4. Notwithstanding the foregoing:

(a) During any period which WMI is unable to accept and process Residential Acceptable Waste at the Facility due to a Force Majeure Event, WMI will, at its expense, promptly, diligently, and in good faith use reasonable efforts to take all action reasonably necessary for it to be able to accept and process such Residential Acceptable Waste including, without limitation, all actions reasonably necessary to obtain any temporary restraining orders, preliminary or permanent injunctions, approvals, licenses or permits needed to resume acceptance and processing of such Residential Acceptable Waste and any reasonable repairs or other improvements to the Facility and any reasonable modifications to the operation thereof required for such purpose. WMI shall, during any such period, keep the Town duly notified (not less often than monthly) of all such actions, and the expected duration of any such period, and shall permit the Town to participate and intervene where permissible, at the Town's expense, in all such actions if the Town so desires; provided, however, that WMI shall have the sole right to direct the prosecution of any such action and the Town shall reasonably cooperate with WMI in connection therewith and not do anything in the course thereof contrary to the interests of WMI.

(b) If as a result of a Force Majeure Event the capacity of the Facility to accept and process Residential Acceptable Waste is reduced but not completely suspended, WMI shall allocate a portion of such reduced capacity of the Facility to the Town pro rata based on the Town's Guaranteed Annual Tonnage (if applicable under Section II.2) or the average number of Tons of Residential Acceptable Waste delivered by the Town to the Facility and accepted by WMI in the three (3) years immediately preceding the date of the Force Majeure Event. WMI shall not accept any waste under any new contracts for the disposal of Acceptable Waste at the Facility subsequent to the occurrence of such Force Majeure Event until the capacity of the Facility is sufficient to accept and process all Residential Acceptable Waste delivered by the Town in accordance with this Agreement.

#### SECTION IV

##### MANNER OF DELIVERY AND WEIGHING

1. The Town shall deliver or cause to be delivered only Residential Acceptable Waste to the Facility, and shall deliver or cause the Residential Acceptable Waste to be delivered, in a clean, orderly, and safe manner, including, without limitation, in such a manner that it will not be spilled, other than on the tipping floor, or blown on the Facility site. If the Town fails to cause

such deliveries of Acceptable Waste to be undertaken in such a manner, the Town shall promptly, at its sole cost, remedy such failure including collecting and removing any spilled or blown Acceptable Waste. If the Town fails to do so, the Town shall be liable to WMI for all costs of such cleanup by WMI.

2. The Town shall adhere to, and shall require haulers delivering on behalf of the Town to adhere to, all reasonable and applicable safety rules and regulations as made known to the Town by WMI at all times while the Town or the Town's hauler's vehicles or personnel are on the Facility premises, including the Hauler Safety Rules attached hereto as Appendix III and WMI's Tipping Floor Policy attached hereto as Appendix III-2. In addition, the Town shall execute, and shall, if applicable, cause its haulers to execute, the Hauler's Safety Declaration attached hereto as Appendix III-1. The Town shall pay WMI all costs, damages, or expenses arising out of the Town's or its employees', contractors', haulers', or agents' negligent or willful failure to comply with such safety rules or regulations, or its or their failure to supply only Residential Acceptable Waste to the Facility.

3. The Town shall deliver Residential Acceptable Waste only during WMI's scheduled delivery days and hours. Unless modified in writing by WMI, WMI scheduled delivery days and hours shall be 6:00 a.m. to 5:00 p.m., Monday through Friday, and 7:00 a.m. to 3:00 p.m. on Saturday, exclusive of Christmas, New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, and Thanksgiving. There shall be no deliveries accepted at other hours unless agreed upon in advance by the parties hereto; provided, however, WMI shall use reasonable efforts to accept deliveries at other hours in the event that extreme weather conditions have prevented the Town from making routine deliveries as contemplated herein subject to local approval.

4. The Town shall cause all vehicles used for deliveries of Residential Acceptable Waste to the Facility to be in safe and clean condition, in good repair, and in compliance with all applicable law. The Town shall only use vehicles with the capability of mechanically dumping directly into the Facility waste pit, and which have a capacity of one-half (1/2) ton or more. Such vehicles shall contain adequate identification so that WMI can determine the source of the Residential Acceptable Waste being delivered to the Facility. WMI shall use reasonable efforts, to the extent practicable, to operate the Facility in a manner that limits wait times at the Facility.



5. WMI shall utilize and maintain motor truck scales, certified as required by law, to weigh all vehicles delivering Residential Acceptable Waste to the Facility. Each vehicle shall be weighed, and a weight record will be generated reflecting the vehicle's gross weight, tare weight, time, and truck identification. Such records shall be used by WMI as a basis for calculating monthly and yearly deliveries made by the Town. WMI reserves the right to modify the above arrangement with any other systems which perform essentially the same functions and which are not unreasonably burdensome to the Town. In addition, WMI shall have the right to require the Town and the Town's haulers to attach any equipment or device to their vehicles as is reasonably necessary to enable WMI to comply with this Section IV.5 at WMI's expense.

6. WMI shall maintain, for a period no less than six (6) years, records of the tonnage delivered on the Town's behalf and accepted by WMI each day. The Town shall have the reasonable right to review such weight records at the Facility during normal Facility business hours upon no less than 24 hours' notice to WMI of the Town's desire to conduct such a review, and in such a manner as to not interfere with the Facility's orderly operation. In addition, a record of each load shall be included in WMI's monthly invoice to the Town.

7. WMI agrees to calibrate its truck scales at least two (2) times per calendar year. WMI commits to adjust the accuracy of the truck scales in accordance with applicable law within fifteen (15) days of the date upon which its truck scales are determined to be inaccurate. Any truck scale found to be inaccurate shall be placed out of service until it is calibrated.

## SECTION V

### SERVICE FEES

1. In consideration of WMI's services or the availability of WMI's services hereunder, WMI shall be entitled to receive Service Fees from the Town. The Town shall plan and budget for the anticipated costs of such Service Fees, plus a reasonable estimated contingency for additional costs, in any fiscal year budget throughout the term of this Agreement.

For every month the Service Fees shall be equal to (a) the Tipping Fee for that month (as defined in Section V.2 below) multiplied by the number of Tons of Residential Acceptable Waste actually delivered by or on behalf of the Town and accepted by WMI at the Facility or otherwise disposed of by or at the direction of WMI for the Town for that month; plus

(b) any other costs arising under this Agreement, including, without limitation, any interest charges due for late payment, and any amounts pursuant to Section XII.

2. (a) For all Residential Acceptable Waste delivered to and accepted at the Facility in accordance with this Agreement, or otherwise disposed of by or at the direction or cost of WMI, and regardless of whether such Residential Acceptable Waste was not actually delivered to and disposed of at the Facility so long as the Town owes WMI a payment obligation thereof pursuant to this Agreement, the Town shall pay WMI a Tipping Fee of Sixty Three Dollars (\$63.00) per Ton as of the Base Date as adjusted for escalation on the Anniversary Date in accordance with Section V.2(b) hereunder. The Base Date shall be January 1, 2005, and the Anniversary Date shall be July 1 of each calendar year during the term of this Agreement, commencing July 1, 2008; provided, however, January 1, 2006, January 1, 2007, and January 1, 2008 shall also each be an Anniversary Date hereunder although the Tipping Fee as of January 1, 2008 shall not exceed Seventy Dollars and Fifty Cents (\$70.50).

(b) The Tipping Fee set forth in Section V.2(a) shall be escalated on each Anniversary Date subsequent to the Base Date in accordance with the following formula:

$$TF_x = BTF [1 + (.75(\Delta CPI))]$$

Where:

$TF_x$  = Tipping Fee as of the Anniversary Date in the computation year.

BTF = The Base Tipping Fee as of the Base Date.

$$\Delta CPI = \frac{CPI_x - CPI_B}{CPI_B}$$

Where:

CPI = CPI Urban Wage Earners and Clerical workers - Northeast Urban

$CPI_B$  = The CPI published for September 2004 (197.7).

$CPI_x$  = The CPI published for March in the computation year (September for the escalation on January 1, 2006, January 1, 2007, and January 1, 2008).

3. If applicable pursuant to Section II.1 hereunder, if the Town fails to deliver the required Guaranteed Annual Tonnage in any Contract Year for reasons other than that WMI cannot accept delivery under Section III.1(d) and Section III.2, WMI may, in its sole discretion, assess Shortfall Fees against the Town. The Shortfall Fees shall be equal to the difference

3. The obligation of WMI and the Town to pay the amounts to be paid by each party from time to time hereunder shall not be subject to diminution by reason of any shutdown of the Facility, set-off, abatement, counterclaim, existence of a dispute, or any other reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of either party hereunder or limit recourse against either party. The foregoing provisions of this Section VI.3 shall not offset any right of either party to pursue independently any claim it might have against the other party based upon nonperformance by either party of its obligations hereunder.

## SECTION VII

### TERM

This Agreement shall become effective on the date hereof, and shall continue in full force and effect until December 31, 2027, unless this Agreement is otherwise terminated as provided herein; provided, however, that performance hereunder shall not commence until January 1, 2008. Notwithstanding anything to the contrary set forth herein, the Town and WMI shall each have the right to terminate this Agreement effective December 31, 2017. Notice of such termination shall be provided in writing to the other party no later than December 31, 2015. It shall be a condition precedent to the effectiveness of the termination of this Agreement by WMI under this Section VII that WMI shall have also exercised its termination right under the waste disposal agreements with those Central Massachusetts Resource Recovery Committee Communities which contain the same termination provision as set forth in this Section VII and which are dated no later than June 1, 2006.

## SECTION VIII

### EVENT OF DEFAULT: TERMINATION

1. (a) Upon the occurrence of an Event of Default by WMI, the Town shall have the right to terminate this Agreement or pursue a cause of action for actual damages, or both. The following shall constitute Events of Default by WMI:

(i) the unexcused failure of WMI or the Guarantor to perform or observe any of its material covenants, services, obligations or duties created by this Agreement;

(ii) the unexcused failure of WMI to make any payment due and payable under this Agreement;

(iii) the material falseness or inaccuracy of any representation or warranty made by WMI, if the legality of this Agreement or the ability of WMI to carry out its duties and obligations under this Agreement is thereby adversely affected;

(iv) the failure to provide and maintain current the insurance required to be provided by WMI hereunder or the Guaranty; or

(v) the commencement of any bankruptcy, insolvency, liquidation or similar proceeding by or against WMI or the Guarantor; the consent by WMI or the Guarantor to the appointment of or taking possession by a receiver, liquidator, trustee in bankruptcy or custodian of WMI or the Guarantor or any substantial part of their respective assets; or any assignment of all or substantially all of the assets of WMI or the Guarantor for the benefit of creditors; provided that in the case of commencement of an involuntary petition or proceeding or entry of a judgment or judicial order that includes or seeks to cause any of the above events, such petition, proceeding, judgment or order shall remain undischarged or undismissed for 120 days.

(b) Upon the happening of any event described in Section VIII.1(a)(i)-(v), the Town may declare an Event of Default by providing written notice of such declaration and the event causing it to WMI setting forth in detail the alleged failure or deficiency of WMI. WMI shall have thirty (30) days after receipt of such written notice from the Town to cure such failure or deficiency. If the failure or deficiency cannot reasonably be completed within thirty days, the preceding sentence shall be satisfied if within thirty (30) days, WMI shall have commenced to cure and shall continue to pursue such cure until the failure or deficiency is remedied, but in no case shall such period extend beyond 120 days from the date of receipt of such written notice. In the event that WMI does not cure such failure or deficiency within said thirty (30) day period (or extension as provided above), the Town may terminate this Agreement for cause by providing written notice thereof to WMI.

2. (a) Upon the occurrence of an Event of Default by Town, WMI shall have the right to terminate this Agreement or pursue a cause of action for actual damages, or both. The following shall constitute Events of Default by the Town:

(i) the unexcused failure of the Town to perform or observe any of its material covenants, agreements, obligations or duties created by this Agreement;

(ii) the unexcused failure of the Town to make any payment due and payable under this Agreement;

(iii) the failure to provide and maintain current the insurance required to provided by the Town hereunder;

(iv) the material falseness or inaccuracy of any representation or warranty made by the Town, if the legality of this Agreement or the ability of WMI to carry out its duties and obligations under this Agreement is thereby adversely affected; or

(v) in the event the Town shall make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, be adjudicated as bankrupt or insolvent, file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, file any answer admitting or not contesting the material allegations of a petition filed against it in any such proceeding or seek or consent to or acquiesce in the appointment of any trustee, liquidator or receiver of it or of all or any substantial part of the properties of it.

(b) Upon the happening of any event described in Section VIII.2(a)(i)-(v), WMI may declare an Event of Default by providing written notice to the Town setting forth in detail the alleged failure or deficiency of the Town. The Town shall have thirty (30) days after receipt of such written notice from WMI to cure such failure or deficiency. If the failure or deficiency is one that cannot reasonably be completed within thirty (30) days, the preceding sentence shall be satisfied if within thirty (30) days the Town shall have commenced to cure and shall continue to pursue such cure until the failure or deficiency is remedied, but in no case shall such period extend beyond 120 days from date of receipt of such written notice. In the event that the Town does not cure such failure or deficiency within said thirty (30) day period (or extension as provided above), WMI may terminate this Agreement by providing written notice thereof to the Town.

3. Any obligation to pay any fixed sum of money that may have accrued and be due and payable hereunder, and the obligations contained in Sections IX, XI, and XV hereof, shall survive the termination or expiration of this Agreement.

SECTION IX  
INDEMNIFICATION

1. To the extent permitted by law, WMI shall indemnify, defend, reimburse and hold harmless the Town and its officers, employees and representatives from any and all threatened or actual claims, demands, suits and causes of action (collectively "Claims"), and all damages, penalties, costs and expenses (including, without limitation, attorney's fees) arising therefrom (collectively "Damages"), incurred as a result of (i) any act or omission by WMI in connection with the performance of its obligations under this Agreement, except to the extent that such Claims or Damages arise out of, or result from, the delivery to WMI by the Town of any waste that does not constitute Acceptable Waste; (ii) injury to or death of any person (including, without limitation, persons employed by the Town) or damage or destruction of property (including, without limitation, to the property of the Town and Third Parties), to the extent arising out of, resulting from or in any way connected with the negligence or willful misconduct of WMI or its officers, employees and representatives; (iii) any act or omission of WMI or its officers, employees, and representatives under this Agreement that may result in any liability for the Town under any Environmental Laws; (iv) breach of any obligation, covenant or undertaking of WMI contained herein; and (v) any misrepresentation or breach of warranty by WMI contained herein.

2. To the extent permitted by law, the Town shall indemnify, defend, reimburse and hold harmless WMI and its officers, employees and representatives from any and all Claims and Damages incurred as a result of (i) the delivery to WMI by the Town of any waste that does not constitute Acceptable Waste; (ii) injury to or death of any person (including, without limitation, persons employed by WMI) or damage or destruction of property (including, without limitation, to the property of WMI and Third Parties), to the extent arising out of, resulting from or in any way connected with the negligence or willful misconduct of the Town or its officers, employees, representatives, contractors, and haulers; (iii) any act or omission of the Town or its officers, employees, representatives, contractors, and haulers under this Agreement that may result in any liability for WMI under any Environmental Laws; (iv) breach of any obligation, covenant or undertaking of the Town contained herein; and (v) any misrepresentation or breach of warranty by the Town contained herein.



3. The obligations of a party to this Agreement (each an "Indemnitor") to indemnify, defend, reimburse and hold harmless the other party hereto and its officers, employees and representatives (each an "Indemnitee") as set forth in Section IX.1 or IX.2 above shall not apply to:

(a) any Claims or Damages to the extent caused by the acts or omissions of the Indemnitee; or

(b) in the case where the Indemnitor has assumed the defense of a claim, any defense costs or expenses, including the costs of attorneys, consultants, and/or investigators, incurred by an Indemnitee, unless authorized in advance in writing by the Indemnitor

4. If the Indemnitee is presented with a claim by a Third Party, or an Indemnitee suffers a loss or damage that may be subject to indemnification or defense from the Indemnitor under this Agreement, the Indemnitee shall promptly give reasonable notice thereof to the Indemnitor, together with a complete copy of the Third Party claim (if any); provided, however, that the failure to promptly give such notice shall not relieve the Indemnitor from any liability for indemnification hereunder unless the Indemnitor is materially prejudiced in its ability to defend, settle or otherwise assert rights to reduce exposure to, such liability, claim, demand, cost or exposure.

5. After notification to the Indemnitor of any Third Party claim, if such claim is properly the subject of indemnification under this Agreement, the Indemnitor shall undertake the defense of such claim, at its expense, and using counsel selected by the Indemnitor, but reasonably satisfactory to the Indemnitee, even if the Indemnitor believes such claim is groundless. The Indemnitee may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party claim. The Indemnitee shall cooperate in such defense at the Indemnitor's request and reasonable expense, including providing access to any of its employees, property and records for purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analyses and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based.

6. The defense and indemnity provisions set forth above should not be interpreted or deemed to limit, in any way, any right of action which may be asserted by any party against publicly or privately created funds established for the purpose of satisfying, wholly or in part, claims asserted or perfected by such parties.

7. As long as the Indemnitor is conducting the defense of any Third Party claim, the Indemnatee will not consent to the entry of any judgment or enter into any settlement with respect to a Third Party claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld.

## SECTION X

### INSURANCE

1. The Town shall at all times during the term of this Agreement maintain, and shall cause any hauler delivering Acceptable Waste to the Facility on behalf of the Town to maintain, in full force and effect the insurance coverages set forth in Appendix IV-1 which is attached and made a part hereof, and all other insurances as may be required by applicable law. In addition, the Town shall comply, and shall cause any hauler delivering Acceptable Waste to the Facility on behalf of the Town to comply, with the terms of Appendix IV-1. To the extent the Town is self-insured, the Town hereby represents and warrants that it is in compliance with all legal requirements with respect to its self-insured status. The Town further represents and warrants that, should it no longer be self-insured or otherwise not be in compliance with all legal requirements with respect to its self-insured status, the Town shall immediately notify WMI and immediately provide the coverages and comply with the requirements set forth in Appendix IV-1.

2. WMI shall, at all times during the term of this Agreement, maintain in full force and effect the insurance coverages set forth in Appendix IV-2 which is attached and made a part hereof, and all other insurances as may be required by applicable law.

## SECTION XI

### LIMITATION OF LIABILITY

Except for payment obligations contained in this Agreement, in no event, whether arising out of or in connection with either the performance or non-performance by either party of its obligations under this Agreement, shall either party be liable for or obligated to the other party in any manner to pay special, consequential, incidental, punitive, or indirect damages.



## SECTION XII

### FORCE MAJEURE EVENTS; CHANGE IN LAW

1. The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of a Force Majeure Event. Such excuse of performance shall be only to the minimum extent reasonably forced on such party by such event and such party shall continue to perform all other responsibilities hereunder. In addition, WMI shall be excused, without cost or liability to the Town, for failure or delay in performance of any obligation set forth in this Agreement including its obligation to accept Residential Acceptable Waste at the Facility by reason of a Force Majeure Event. This provision shall not, however, relieve a party from using reasonable efforts to overcome or remove a Force Majeure Event. Such failure or delay shall be excused at any time during which performance is prevented by such Force Majeure Event, and during such period thereafter as may be reasonably necessary for the party to correct the adverse effect of such Force Majeure Event, provided that the party shall use reasonable efforts to obtain a stay or appeal any Force Majeure Event constituting a Change of Law if, in the party's good faith judgment after consultation with counsel, such action is warranted. The party relying on a Force Majeure Event shall provide prompt notice of a Force Majeure Event to the other party and shall attempt to remedy with all reasonable dispatch the cause or causes constituting a Force Majeure Event; provided, however, the settlement of strikes, lock-outs, work slowdowns, and other similar industrial or labor actions, or legal actions or administrative proceedings, shall be entirely in the discretion of the party relying on a Force Majeure Event and such party shall not be required to make settlement of strikes, lockouts, work slow-downs and other similar industrial or labor actions or legal actions or administrative proceedings when such settlement is unfavorable, in the judgment of such party.

2. (a) (i) In the event that a Change in Law in any way increases WMI's capital cost, or its cost of operating, maintaining or owning the Facility or the Facility's Residue Landfill, or decreases the revenue generated by the Facility, the Town shall pay WMI each year (y) an amount equal to the portion of the additional debt issued or equity contributed (including a reasonable return on such equity) if any, to finance the capital cost of such Change in Law amortized on a straight-line basis over the lesser of (A) the useful life of the capital equipment as determined by WMI using good and prudent engineering and industry standards or (B) fifteen (15) years, and/or (z) the increases in WMI's operating, maintenance or ownership costs, or decrease

in WMI's revenues for such year, each, as applicable, multiplied by a fraction the numerator of which is the Town's Guaranteed Annual Tonnage (to the extent the Town has a Guaranteed Annual Tonnage requirement under Section II.1) or the number of Tons of Acceptable Waste delivered by the Town in the prior Contract Year, and the denominator of which is 465,000 (except during the Initial Contract Year in which case the denominator will be 232,000) (the "Town's Percentage").

(ii) In the event that a capital modification required by a Change in Law results in a savings in operation and maintenance costs for WMI, WMI shall issue a credit to the Town in the Annual Settlement Statement in an amount equal to the Town's Percentage of such savings.

(iii) In no event shall (y) the Town be required to pay WMI or be entitled to a credit from WMI for any costs or savings incurred by WMI after the expiration of this Agreement; or (z) the Town be responsible for any Change in Law costs for the Facility's Residue Landfill in excess of the Town's pro rata share of WMI's use of such landfill.

(b) Notwithstanding the provisions of Section XII.(2)(a) hereunder:

(i) Any amounts the Town owes for any Change(s) in Law (other than Change(s) in Law related to taxes, fees or charges imposed by any governmental entity described in Section XII.2(e)) that occur during the period January 1, 2005 through June 30, 2015 (the "Change in Law Deferral Period") will be deferred until July 1, 2015. Commencing July 1, 2015, the Town shall pay its portion of:

(A) any costs (capital and operation and maintenance) that arise after the Change in Law Deferral Period resulting from any Change(s) in Law during the Change in Law Deferral Period; and

(B) any costs (capital and operation and maintenance) resulting from any Change(s) in Law during the Change in Law Deferral Period that were deferred.

(ii) Any savings in operation and maintenance costs by WMI as a result of a Change in Law that occurs during the Change in Law Deferral Period shall also be deferred and credited to the Town after the end of the Change in Law Deferral Period.

(iii) Any deferred costs for which the Town is responsible, or deferred savings to which the Town is entitled, arising during the Change in Law Deferral Period, shall be amortized over

the term of this Agreement remaining after June 30, 2015, assuming the term of this Agreement is in force for its full 20 year term.

(iv) If the Town or WMI terminates this Agreement effective [December 31, 2017] pursuant to Section VII herein, the Town shall not be liable for any such costs or entitled to any such savings otherwise payable after termination of this Agreement.

(v) The Town shall not be responsible to pay WMI for the Town's Percentage of any costs related to (y) a Change in Law resulting in WMI incurring an increase in operational and maintenance costs of less than \$10,000 in any Contract Year; and (z) a Change in Law resulting in WMI incurring costs for a capital modification(s) of less than \$75,000 in any Contract Year (the "Change in Law Threshold"). The Change in Law Threshold for any Contract Year shall no longer apply if, in such Contract Year, WMI has incurred, in the aggregate, \$30,000 for operational and maintenance costs or \$150,000 in capital modifications that were subject to the Change in Law Threshold. WMI and the Town acknowledge that the Change in Law Threshold is not intended to act as a "deductible" and, accordingly, the Change in Law Threshold shall not apply in cases where a Change in Law results in WMI incurring an increase in operational and maintenance costs in excess of \$10,000 per Contract Year or costs for a capital modification(s) in excess of \$75,000 per Contract Year. In no event shall the Change in Law Threshold apply to any taxes or fees described in Section XII.2(e).

(c) WMI shall promptly notify the Town of any capital modifications required to be made or increased operational and maintenance costs as the result of a Change in Law. WMI shall, as soon as practicable after request by the Town, provide the Town with (i) a description of the Change in Law; (ii) an explanation, supported by engineering analysis (if applicable), as to the need for a capital modification as a result of such Change in Law; and (iii) a reasonably detailed scope of work for the design of the capital modification. In addition, WMI shall, at the Town's expense, make WMI's engineering consultants available to the Town or the Town's engineering consultants in the event that the Town requests to review any materials prepared by WMI's engineering consultant. If the Town disagrees that the capital modification is necessary or that the costs are reasonable, the Town may invoke non-binding mediation in accordance with Section XVI.8, and thereafter binding dispute resolution in accordance with Section XVI.8, if necessary. Notwithstanding the foregoing, the Town shall make all payments due to WMI as set forth in this Agreement pending any resolution of any dispute resolution proceeding.

(d) WMI shall use reasonable efforts to deliver to the Town by June 1<sup>st</sup> and December 1<sup>st</sup> of each year an invoice reflecting such amounts (the "Change in Law Invoice") and the Town shall pay the Change in Law Invoice within twenty-five (25) days of the Town's receipt of such invoice. To the extent that any estimates are used by WMI in the Change in Law Invoice, any necessary adjustments will be reflected in the Annual Settlement Statement.

(e) WMI shall also be entitled to a payment from the Town equal to the Town's Percentage of any increase in cost resulting from a Change in Law relating to taxes, fees, assessments or other charges, direct or indirect, levied or imposed by:

(i) The Town and the municipal subdivisions in which the Facility is situated, and in which the Facility's Residue Landfill is located (but excluding any fees which WMI agrees to pay under a negotiated agreement with any such municipal subdivision); and

(ii) The United States, the Commonwealth of Massachusetts, or any governmental entity or authority.

(f) The Town shall promptly notify WMI of any Change in Law that the Town reasonably determines will result in a reduction in WMI's operational and maintenance costs. The Town shall, together with such notice, provide WMI with (i) a description of the Change in Law; and (ii) an explanation, supported by engineering analysis, as to the manner in which WMI's operational and maintenance costs have been reduced by the Change in Law. In addition, the Town shall, at WMI's expense, make the Town's engineering consultants available to WMI or WMI's engineering consultants in the event that WMI requests to review any materials prepared by the Town's engineering consultant. Thereafter, the Town and WMI shall meet and negotiate in good faith a credit due to the Town due to the Change in Law. If the parties cannot agree, the Town may invoke non-binding mediation in accordance with Section XVI.8, and thereafter binding dispute resolution in accordance with Section XVI.8, if necessary.

3. If the Town disputes WMI's statements or summaries as to the effect of a Force Majeure Event, the Town shall have the right, at its sole cost, to insist upon an independent determination of such effect to be made by an independent Third Party mutually agreeable to the Town and WMI. Such independent determination shall be final and binding upon the Town and WMI.

4. If the Facility or any substantial portion thereof is shut down due to a Force Majeure Event for a period which equals or exceeds ninety (90) days, WMI may, at any time on or

after such ninetieth (90<sup>th</sup>) day, (a) upon not less than fourteen (14) days notice to the Town assign this Agreement to the operator of an alternate disposal site that is lawfully permitted and operated, or (b) upon not less than one hundred twenty (120) days notice to the Town, terminate this Agreement.

5. (a) If a Change in Law or Changes in Law in any Contract Year result in the Town making payments to WMI in an amount equal to or greater than thirty percent (30%) of all Tipping Fees paid or to be paid to WMI by the Town for such Contract Year, the Town may terminate this Agreement upon not less than ninety (90) days' notice to WMI.

(b) If a Change in Law or Changes in Law in any Contract Year result in WMI issuing a credit to the Town in an amount equal to or greater than thirty percent (30%) of all Tipping Fees paid or to be paid to WMI by the Town for such Contract Year, WMI may terminate this Agreement upon not less than ninety (90) days' notice to the Town. In addition, if a Change in Law or Changes in Law result in WMI incurring or potentially incurring at least Twenty Million Dollars (\$20,000,000) in capital modification or operational and maintenance costs on or after January 1, 2023, WMI may terminate this Agreement upon not less than twelve (12) months' notice to the Town.

### SECTION XIII

#### ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the other party and any such assignment or attempted assignment without such written consent shall be void; provided, however, that without the Town's consent, WMI may assign its interest and obligation hereunder to a financially viable person, firm, or corporation acquiring all or substantially all of the business or assets of WMI by merger, consolidation, transfer of assets, or otherwise, or to an Affiliate of WMI, and, further provided, that WMI may make such an assignment without such consent to a Third Party in connection with the financing or refinancing of the Facility or a modification thereto, or as security for any debt associated with the operation of the Facility. Subject to the provisions of this Section XIII, this Agreement shall be binding upon, and inure to the benefit of, any successors or assigns of the parties hereto.



SECTION XIV  
CORPORATE GUARANTEE

Simultaneously with the execution of this Agreement, WMI shall provide a guaranty from the Guarantor in the form set forth in Appendix V hereto. If at any time the Guarantor's credit standing is reduced to below investment grade by Standard and Poor's Corporation or any successor ("S&P") and Moody's Investors Services Inc. or any successor ("Moody's"), WMI shall promptly provide a substitute guarantee from an entity with either a net worth of at least \$50 million or an investment grade credit rating or better by S&P or Moody's or shall provide other security reasonably acceptable to the Town to guarantee WMI's performance of its obligations under this Agreement. The obligations of the Guarantor shall be binding on the Guarantor's successors and assigns and may not be assigned or transferred to any other party without the prior written approval of the Town, such approval not to be reasonably withheld; notwithstanding the foregoing, the Guarantor may assign its obligations to an entity with an investment grade rating or better from either S&P or Moody's or a net worth of at least \$50 million without the consent of the Town.

SECTION XV  
RIGHT OF FIRST REFUSAL

1. (a) Subject to the limits of applicable law, in the event that WMI shall propose or elect to continue to operate the Facility beyond the term of this Agreement, the Town agrees that before entering into arrangements with any Third Party for the disposal of all or any part of the Town's Guaranteed Annual Tonnage (to the extent the Town has a Guaranteed Annual Tonnage obligation under Section II.1) or the Town's Residential Acceptable Waste, the Town shall first offer to dispose of such Tonnage at the Facility upon terms and conditions substantially similar to such Third-Party arrangements.

(b) In turn, subject to the limits of applicable law, if WMI shall propose or elect to continue to operate the Facility beyond the term of this Agreement, WMI shall so advise the Town, and, upon request of the Town, WMI shall make available to the Town disposal capacity at the Facility for all or part of the Town's Guaranteed Annual Tonnage (to the extent the Town has a Guaranteed Annual Tonnage obligation under Section II.1) or the Town's Residential Acceptable Waste upon terms and conditions substantially similar to other terms and conditions for disposal

offered by WMI to other municipal entities with which WMI is contracting on a long-term basis for the supply of waste during such extended term of operation.

2. (a) At least six months prior to the end of the term of this Agreement, WMI and the Town shall meet for the purpose of discussing the continued operation of the Facility and the terms and conditions which might apply to Residential Acceptable Waste disposal by the Town during any such continued operations.

(b) The rights of first refusal contained in Section XV.1 shall be applicable only during the first year after the end of the term of this Agreement and shall be forever discharged if, having been offered rights pursuant to this Section XV, a party shall elect not to accept the terms and conditions and the other party shall have thereafter entered into an arrangement for waste disposal on such terms and conditions with a Third Party.

## SECTION XVI

### MISCELLANEOUS

1. Applicable Law. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement.

2. Compliance with Laws. In the performance of this Agreement, each party shall comply with all Federal, state, and local laws, rules, ordinances, regulations, and all administrative and judicial positions known to it, except for such period as it may in good faith be contesting the validity or application thereof.

3. Severability. If any court or body of competent jurisdiction holds any provision of this Agreement invalid, the remainder of this Agreement shall remain in full force and effect.

4. Headings. The Section 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.

5. Notices. All notices given pursuant to this Agreement shall be transmitted by prepaid certified mail, return receipt requested, with notice deemed to be given upon receipt, addressed as follows:

If to the Town: Town of Westborough  
Board of Health  
45 West Main St., Room 25  
Westborough, MA 01581  
Attn: Chairman

If to WMI: Wheelabrator Millbury Inc.  
331 Southwest Cutoff Road  
Millbury, MA 01527  
Attn: Plant Manager

With a copy to: Wheelabrator Millbury Inc.  
c/o Wheelabrator Environmental Systems Inc.  
4 Liberty Lane West  
Hampton, NH 03842  
Attn: General Counsel

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice to the other party.

6. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and understandings of the parties. This Agreement may be amended or modified only by written instrument duly executed by the parties hereto.

7. Enforcement; Waiver. The failure on the part of any party to enforce any provision of this Agreement shall not be construed as a waiver of its right to enforce such provision in the future. A waiver of any term of this Agreement on the part of any party in one case shall not be construed as a waiver in any other and shall not affect any other term of this Agreement.

8. Non-Binding Mediation. Either party to this Agreement may request non-binding mediation of any dispute arising under this Agreement provided that a party shall not be required to participate in non-binding mediation with respect to any particular matter that has been previously the subject of such mediation or that has been determined by a court of appropriate jurisdiction. If a party shall request non-binding mediation by a notice in writing to the other, such notice shall specify the particular provisions of this Agreement and the particular facts with respect to which a dispute exists and shall set forth, in brief, the position of the requesting party with respect thereto. The following procedure shall apply:



(a) The president or other senior officer of WMI and the chief executive officer of the Town (together, the "Designated Officers") shall meet with all reasonable dispatch at a time and place reasonably selected by them. Without limiting the discretion of the aforesaid officers, it shall, for purposes of this paragraph, be reasonable if the time shall be within ten (10) business days and if the place shall be within the Town or at the Facility.

(b) The meeting between the Designated Officers may be attended by such staff or consultants as each such officer shall deem appropriate. Each party shall be given an opportunity to state its position, the requesting party to have the first opportunity to do so. The Designated Officers shall discuss whether they believe that there is a basis for resolution of the matter, with or without the assistance of an independent mediator. Either party may at any time thereafter state its intention to request the assistance of an independent mediator. Thereupon that party shall, within ten (10) business days, deliver to the other a proposed list of at least three candidates for mediator, each of whom shall be a professional engineer or an attorney and none of whom shall have any current or on-going relationship to the proposing party. Unless the other party shall reject every candidate for reasonable cause, such other party shall select one of the candidates and that candidate shall be mediator for the matter. If such other party shall reject every candidate for reasonable cause, such other party shall propose three different candidates and the process shall be repeated until a mediator is selected.

(c) The mediator selected shall have full discretion as to the conduct of the mediation and each party shall in good faith participate in the mediator's program to resolve the dispute until and unless either the parties reach agreement with respect to the disputed matter or one party determines in good faith that there is no reasonable likelihood that a resolution will result.

(d) Mediation is intended to assist the parties in dispute resolution. No mediator shall be empowered to render a binding decision and neither party shall be required to agree to a settlement that it in good faith believes is contrary to a correct interpretation of this Agreement and contrary to its interests. Each party shall bear its own expenses arising out of any mediation under this Agreement.

(e) Following the conclusion of any mediation process initiated pursuant to Section XVI.8 herein, either party may bring any action with respect to enforcement of this Agreement either in the appropriate Superior Court for the Commonwealth or the United States

District Court for the District of Massachusetts. Judicial proceedings held in Massachusetts state or federal courts will be the sole forum for binding dispute resolution. Each party waives the right to a trial by jury.

9. Most Favored Nations. (a) Provided the Town has executed this Agreement by June 1, 2006, WMI agrees that, for a period commencing June 1, 2006 and ending January 1, 2015, it will not enter into a substantially similar waste disposal agreement with any municipality that contains a lower tipping fee than the then current Tipping Fee unless the Town is provided an opportunity to amend this Agreement to reduce the Town's then current Tipping Fee; provided, however, that the foregoing clause shall not apply to any agreement under which WMI and/or an affiliate of WMI provide both waste hauling and disposal services, or any agreement between WMI and the Town of Millbury. For the avoidance of doubt, a waste disposal agreement with a different term than that set forth herein, or which contains a materially different tonnage commitment than that agreed to by the Town herein, shall not be considered "substantially similar."

(b) The foregoing clause supersedes, as of the date hereof, any other "right of first refusal" clause or agreement between WMI and the Town including, without limitation, Section XV of that certain Waste Supply Agreement dated June 14, 1985 between the Town and WMI (the "Waste Supply Agreement"), and supersedes, as of January 1, 2008, any "most favored nations" agreement between WMI and the Town including, without limitation, Section XIII of the Waste Supply Agreement; provided, however, in no event shall the execution of this Agreement by WMI or the Town provide the Town with any rights under Section XIII of the Waste Supply Agreement.

10. Transfer Agent. If, during the term of this Agreement, the Town becomes a member of a regional solid waste entity (the "Solid Waste District") either through general or special legislation or through an intermunicipal agreement, the Town may request that WMI act as a transfer agent for funds paid by the Town to the Solid Waste District (the "Transfer Agent") by notifying WMI in writing that the Town has become a member of the Solid Waste District and that it would like WMI to act as the Transfer Agent. If the Town makes such request, WMI agrees to remit to the Solid Waste District any amounts which the Town designates in its payments to WMI to be remitted to the Solid Waste District, provided such amounts are in excess of any outstanding amounts then owed to WMI by the Town. In no event, however, shall WMI have any responsibility or liability in its role as the Transfer Agent except as set forth in this Section XVI.10.

SECTION XVII  
REPRESENTATIONS, WARRANTIES AND COVENANTS

1. Town Representations, Warranties and Covenants. The Town hereby represents, warrants and covenants to WMI as follows:

(a) The Town is a municipal corporation duly created and existing pursuant to the laws of the Commonwealth of Massachusetts. The Town has the full legal right, power and authority to enter into this Agreement and to perform its duties and obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Town and constitutes a legal, valid and binding obligation of the Town, enforceable against it in accordance with its terms, and the authorization, execution, delivery and performance of this Agreement by the Town does not violate any law, judgment, order, ruling or regulation applicable to the Town and does not constitute a breach of or default under any agreement or instrument by which the Town is bound.

(b) The Town is subject to suit on account of this Agreement and may, in an appropriate action brought before a court with proper jurisdiction, be liable in damages for breach of contract, including interest.

(c) No material action, suit, proceeding or official investigation has been threatened, publicly announced or commenced against the Town by any federal, state or local governmental authority or agency, or in any federal, state or local court that seeks to enjoin, assess civil or criminal penalties against, assess civil damage against or obtain any judgment, order or consent decree binding the Town on account of this Agreement or any actions contemplated to be taken by the Town under this Agreement.

(d) The Town is not subject to any federal, state or local law or regulation or written interpretation thereof by any applicable regulatory authority, that would make the execution or delivery by the Town of this Agreement, the compliance by the Town with the terms and conditions hereof, or the consummation by the Town of the transactions contemplated hereby, a violation of such law or regulation.

2. WMI Representations, Warranties and Covenants. WMI represents, warrants and covenants to the Town as follows:

(a) WMI is a corporation duly organized and validly existing in good standing in the State of Delaware and is qualified and authorized to do business in the Commonwealth of Massachusetts.

(b) WMI has full power and authority to enter into this Agreement and to perform its duties and obligations hereunder. This Agreement has been duly authorized, executed and delivered by WMI and the authorization, execution, delivery and performance of this Agreement by WMI shall not violate any law, judgment, order, ruling or regulation applicable to WMI and constitutes a legal, valid and binding obligation of WMI, enforceable against it in accordance with its terms except as the enforcement thereof may be subject to bankruptcy and insolvency laws or similar laws affecting creditors' rights or equitable principles, and does not constitute a breach of or default under any agreement or instrument by which WMI is bound.

(c) No material action, suit, proceeding or official investigation has been threatened, publicly announced or commenced against WMI or the Guarantor by any federal, state or local governmental authority or agency, or in any federal, state or local court, that seeks to enjoin, assess civil or criminal penalties against, assess civil damage against or obtain any judgment, order or consent decree binding WMI on account of this Agreement or the Guarantor on account of the actions contemplated to be taken by WMI hereunder or by the Guarantor.

(d) To the best of WMI's knowledge and belief there is no federal, state or local law or regulation thereunder or written interpretation thereof by any applicable regulatory authority, that would make the execution or delivery of the Guaranty or the consummation by the Guarantor of the transactions contemplated thereby, a violation of such law or regulation.

(e) Pursuant to M.G.L. Chapter 62, Section 49A, WMI has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives as of the day and year first above written.

Approved as to form:

By: WESTBORO  
BOARD OF Health

Name: PRISCILLA FEDERICI

Title: Chair WESTBORO  
BOARD OF Health

Approved as to form:

By: Stephen Madaus

Name: STEPHEN MADDAUS

Title: Acting Town Counsel

TOWN OF WESTBOROUGH

By: WESTBORO  
BOARD OF Health

By: Priscilla Federici  
Name: Priscilla Federici

Title: Chairman Board of Health

WHEELABRATOR MILLBURY INC.

By: Mark A. Weidman

Name: MARK A. WEIDMAN

Title: PRESIDENT

APPENDIX I  
CENTRAL MASSACHUSETTS  
RESOURCE RECOVERY COMMITTEE COMMUNITIES

1. Town of Auburn
2. Town of Dover
3. Town of East Brookfield
4. Town of Franklin
5. Town of Grafton
6. Town of Holden
7. Town of Holliston
8. Town of Hopedale
9. Town of Hopkinton
10. Town of Maynard
11. Town of Medfield
12. Town of Medway
13. Town of Mendon
14. Town of Milford
15. Town of Millbury
16. Town of Millis
17. Town of Milville
18. Town of Natick
19. Town of Needham
20. City of Newton
21. Town of Northborough
22. Town of Northbridge
23. Town of Oxford
24. Town of Paxton
25. Town of Princeton
26. Town of Rutland
27. Town of Sherborn
28. Town of Shrewsbury
29. Town of Southborough
30. Town of Spencer
31. Town of Upton
32. Town of Walpole
33. Town of Westborough
34. Town of Weston
35. Town of Westwood
36. City of Worcester

APPENDIX II  
Solid Waste Management Facility Regulations





THE COMMONWEALTH OF MASSACHUSETTS  
William Francis Galvin, Secretary of the Commonwealth  
State Publications and Regulations

**REGULATION FILING AND PUBLICATION**

1. Regulation Chapter, Number & Heading:

**310 CMR 18.00 - 21.00**

2. Name of Agency:

**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

3. This document is reprinted from the Code of Massachusetts Regulations and contains the following:

**310 CMR 18.00 RESERVED**

**19.00 SOLID WASTE MANAGEMENT FACILITY**

**20.00 RESERVED**

**21.00 FEDERAL SAFE DRINKING WATER ACT ASSESSMENT**

Under the Provisions of Massachusetts General Laws, Chapter 30A, § 6, and Chapter 233, § 75,  
this document may be used as evidence of the original documents on file with the Secretary of the Commonwealth

Compiled as in full force and effect:

**10/7/2005**

**310 CMR 18-21**

**310CR18.00-21.0**



100151

**\$7.85**

A true copy attest:

**WILLIAM FRANCIS GALVIN**  
Secretary of the Commonwealth