

**Contract for  
MUNICIPAL SOLID WASTE (MSW) and RECYCLING  
(Refuse/Garbage Collection, Transportation & Disposal  
and Recycling Materials Collection, Transportation,  
Processing & Marketing)**

May 20, 2008

 **COPY**

Municipal Solid Waste (refuse/garbage) Collection,  
Transportation & Disposal and Recycling Materials Collection,  
Transportation, Processing & Marketing for the Town of  
Exeter, New Hampshire

This Agreement made and entered into this 23<sup>rd</sup> day of May 2008 by and between the Town of Exeter, a municipal corporation organized under the laws of the State of New Hampshire (hereinafter referred to as the "Town") and Northside Carting, Inc., a corporation organized under the laws of the State of Massachusetts and having a place of business at 210 Holt Road North ANDOVER, MA (hereinafter referred to as the "Contractor").

WITNESSETH:

Whereas, the Town desires to hire the Contractor to provide residential and small business collection, transportation and disposal of Municipal Solid Waste and collection, transportation, processing and marketing of Recyclable Materials, within the boundaries of the Town.

Now, therefore, in consideration of the terms, covenants and conditions contained herein, the Town and the Contractor hereby agree as follows:

Section 1. Definitions

- 1.1 Approved Resident User: Any occupant of a Residential Unit.
- 1.2 Approved User: Any occupant of an Approved Unit.
- 1.3 Approved Unit: A dwelling unit such as a single family house, townhouse, condominium and small commercial establishment. This term shall also include other locations identified by the Town that are to be serviced under this Agreement, but which may not be a dwelling (for example, Municipal buildings and other locations to be serviced as defined herein).
- 1.4 Bulky Waste: A large item or bundle which cannot fit into a "Town of Exeter Trash Bag". Items include but are not limited to: mattresses, couches, bureaus, chairs, large children's toys, carpet, bed frames, etc. **Does not include** construction and demolition debris or hazardous waste, "White Goods", or electronic waste.

1.5 **Bundle**: Bulky waste materials securely tied together forming an easily handled package not exceeding four (4) feet in length or seventy-five (75) pounds in weight.

1.6 **Disposal Site**: A facility operated by the contractor or its affiliate that will receive and dispose of MSW and is legally empowered to accept same.

1.7 **Municipal Solid Waste (MSW)**: Solid waste generated at residential or commercial establishments but excluding; Bulky Waste, Construction and Demolition Debris, Yard Waste, White Goods, and (not containing) any Hazardous Waste, as defined in Exhibit A attached hereto.

1.8 **Recyclable Materials**: Materials that can be used to produce marketable goods. For this contract: clear and colored glass (bottles and jars), aluminum cans and foil, plastics #1 thru #7, tin coated steel cans, bi-metal cans, newspaper, magazines, office paper, phone books, folders, brown bags, cardboard, paperboard, catalogs, books, beverage cartons, junk mail and other materials designated by the Contractor.

1.9 **Small Commercial Business**: A business engaged in the sale of goods and merchandise at retail or wholesale or the providing of services to others, including professional services, beauty salons, barbershops or other personal care establishments, but not including businesses engaged in the manufacture of materials or products or industrial uses.

1.10 **White Goods**: A generic term for a variety of discarded household appliances, including dishwashers, clothes washing machines, clothes dryers, stoves, refrigerators, freezers, and air conditioners. All "Freon" must be removed from any appliance that contains Chlorofluorocarbons (Freon) including but not limited to refrigerators, freezers, air conditioners and dehumidifiers.

1.11 **Yard Waste**: Leaves and grass clippings.

## **Section 2. Term of Agreement**

The term of this Agreement shall be for a period of five (5) years from and including June 1, 2008 to and including May 31, 2013. This Agreement shall not be subject to any renewal term and shall expire on May 31, 2013 unless agreed to otherwise in writing by both parties on or before March 1, 2013. This Agreement is contingent upon funding as appropriated at Annual Town Meeting.

### Section 3. Scope of Services

#### 3.1 Hours of Collection

Municipal Solid Waste (MSW), Recyclable Materials and Bulky Waste (with sticker) shall be collected on the same day each week. Collection of MSW, Recyclables and Bulky Waste will not start before 7:00 a.m. or continue after 6:00 p.m.

#### 3.2 Collection of Municipal Solid Waste

The Contractor shall furnish and maintain all trucks, labor, tools, machines, material and equipment necessary and required for the collection, transportation and disposal of all (non hazardous) MSW (garbage) in approved "Town of Exeter Trash Bags" generated within the Town. Collection shall be every week in accordance with customary MSW collection practices. Contractor shall collect, transport and dispose of all present and future curbside MSW contained in sealed, approved Town of Exeter Trash Bags. Each bag shall be tied, and shall not exceed a weight of forty-five (45) pounds.

#### 3.3 Collection of Recyclable Materials

The Contractor shall furnish and maintain all trucks, labor, tools, machines, material and equipment necessary and required for the collection, transportation, processing and marketing recyclable materials generated within the Town of Exeter from all present and future locations agreed to by the parties. Collection shall be every week in accordance with customary recyclable material collection practices. Recyclable materials shall be those materials specified by this contract for collection, transportation, processing and marketing. The Contractor shall collect all Recyclable Materials, contained in Town approved bins, totes, or equivalent, which are placed in or adjacent to Recycling Containers on public streets or from some other specifically defined location ("Curbside") as designated by the parties.

#### 3.4 Collection of Bulky Waste

The Contractor shall furnish and maintain all trucks, labor, tools, machines, material and equipment necessary and required for the collection, transportation and disposal of Bulky Waste at curbside from Approved Resident User. Collection shall be limited to one item each week from Approved Resident User and must have an approved Town of Exeter "Bulky Waste Tag" on each item to be collected.

### 3.5 Collection of Yard Waste

The Contractor shall furnish and maintain all trucks, labor, tools, machines, material and equipment necessary and required for the collection, transportation and disposal of Yard Waste at curbside from Approved Resident User. Contractor shall provide two times per year, a Town wide curbside collection of yard waste. Each resident will be allowed up to 12 paper yard waste bags to be placed at the curbside on their normal day of collection. Dates of collection will be mutually agreed upon between the Town and the Contractor. Contractor will transport and deliver all yard waste collected in the Town, to Town owned Transfer Station located on Cross Road, Exeter, NH.

### 3.6 Items Beyond Scope of Services

At no time shall the Contractor be responsible to collect materials that are not a part of the contract or are not properly prepared for collection, i.e. construction and demolition debris exceeds weight limits forty-five (45) pounds. The Contractor shall place a sticker on any unacceptable bag, item or container explaining the deficiency. The Contractor will not collect the unacceptable item(s) until the deficiency is corrected nor will Contractor collect any MSW that is not in compliance with Town of Exeter Ordinances.

### 3.7 Collection of Municipal Waste

In addition, the Contractor shall pick up MSW from containers placed at municipal and public buildings and complexes as follows:

Location	Number	Size	Frequency
Public Works Complex	1	10 yard	Weekly
Water Treatment Plant	1	2 yard	Weekly
Town Office Building	1	2 yard	Weekly
Public Safety Complex	1	6 yard	Weekly
Senior Citizen Center	1	8 yard	Weekly
Transfer Station	3	8 yard	Twice Weekly

→ Rec Park  
Containers must be in good working condition at all times. Containers must have doors and lids in working order at all times so that containers are able to contain materials and prevent spillage.

### **3.8 Collection of Recyclable Materials at Specified Public Locations**

The Contractor shall also pick up recyclable materials placed in 10 yard containers, or other such size as may be appropriate for the location at 1 to 4 public locations throughout the Town of Exeter.

### **3.9 Commercial and Industrial Waste Not Collected**

The Contractor is not required to collect non-qualifying commercial or industrial waste, but nothing in this agreement precludes the Contractor from entering into an Agreement with such commercial establishments for the collection and disposal of such waste.

## **Section 4. Contract Requirements**

### **4.1 Term of Contract**

The contract period will be for five (5) years beginning June 1, 2008, and ending May 31, 2013. The contract is based upon the Request for Sealed Proposal dated March 20, 2008, which is attached hereto and incorporated herein by reference. The contract may be extended upon the agreement of the parties for an additional three (3) years or any portion thereof.

### **4.2 Compensation**

The Town agrees to the Annual Price of \$633,636 (six hundred thirty-three thousand six hundred thirty-six and no cents) for the contract period beginning June 1, 2008 and ending May 31, 2009. The Town shall pay an additional sum of \$9,546 (nine thousand five hundred forty-six dollars and no cents) representing the premium for the performance bond period described in Section 9.1. The first invoice of each contract year shall include the performance bond premium for that year.

### **4.3 Invoice and Payment**

The Contractor shall be entitled to payments for services rendered as follows:

- (a) Invoices: Separate invoice shall be mailed monthly to the attention of the Director of Public Works, 13 Newfields Road, Exeter, NH 03833 for One-Twelfth (1/12<sup>th</sup>) of the annual contract price for MSW Services Contract. Invoices shall include copies of signed disposal tickets with location, date,

- time, vehicle identification, and weight of materials. Payment of the Performance Bond will be at the beginning of each year.
- (b) **Payment:** Payment by the Town of invoices submitted by the Contractor shall be made within thirty (30) days from the date of receipt of invoice, subject to deductions and/or claims for any failure by the Contractor to perform the work as specified.
  - (c) The Contractor shall retain all proceeds generated by the collection, processing and marketing of recyclable materials under this contract.
  - (d) **Contract Cost:** The annual contract price for collection, transportation and disposal of MSW and collection, transportation, processing and marketing of recyclable materials will increase or decrease on an annual basis starting June 1<sup>st</sup> of each succeeding year of the Contract, beginning June 1, 2009. The rate of increase or decrease will be based solely upon U.S. Department of Labor CPI-U, All City Average for December of the previous year. Price adjustments for additional services and/or Approved Units shall be based proportionately each year.

#### **4.4 Non-Assignment of Contract**

Neither the Contractor nor the Town shall assign, transfer, convey, pledge or otherwise hypothecate this Agreement or their rights, duties or obligations hereunder or any part thereof without prior consent of the other party, which consent the Contract, nor sub-contract it in whole or in part, nor delegate any portion of the work to be performed to any other person, firm, corporation or entity without the prior written approval of such act by the Town, which approval may be withheld for any reason by the Town.

#### **4.5 Secured Disposal Site**

All MSW/Reclables shall be transported and disposed/processed at a site or facility designated by the Contractor that is legally empowered to accept the waste/materials for disposal/processing in accordance with all applicable federal, state, and local regulations. All MSW facilities (garbage and recycling) so designated must be licensed and/or authorized by either the State of New Hampshire, the State of Maine, the State of Massachusetts, and the municipality within which it is located.

#### **4.6 Contract Administration**

The Public Works Director shall administer the provisions of the Contract for the Town. All work shall be performed in a manner satisfactory to the Director and the Town Manager and shall be in compliance with all governmental regulations. Decisions of the Town Manager relating to administration of the Contract shall be final and a condition precedent to the right of the Contractor to receive payment under the Contract.

## Section 5. Waste Collection Information

### 5.1 Collection from Public and Private Roads

The Contractor will be required to collect MSW and recyclables from all publicly maintained streets and roads in the Town of Exeter, and from all privately maintained streets and roads if currently serviced. If there are requests to service private roads the condition of such streets or roads must reasonably allow access for such collection and the following conditions shall apply:

1. A site visit shall determine that the road and travel conditions are safe  
Or
1. The road conforms to the Town ordinances and Planning Board Subdivision regulations;
2. The road is a minimum of 24 feet wide
3. The road is regularly maintained to permit easy, year round vehicle access
4. The road is less than one-quarter mile in length

The Director of Public Works is the designated Town official responsible for determining whether a private road satisfies these standards.

### 5.2 Route Map

The Contractor shall submit a collection route map to the Public Works Director for approval within thirty days of the award of the Contract. If collection routes change from existing routes, upon receiving written approval from the Director, the Contractor shall place in a daily newspaper having general circulation in the Town of Exeter a copy of the approved collection route map one week prior to the first scheduled collection week beginning June 2, 2008, all at Contractor's expense.

### 5.3 Collection Procedures

- (a) In emptying solid waste and/or recyclable containers, the Contractor and his/her employees shall place, not drop or throw, the containers or bins on sidewalks, within two feet of the travel way or blocking driveways. The Contractor shall be responsible for all damaged solid waste containers, and shall pay for the replacement of damaged containers if, in the opinion of the Director of Public Works, insufficient care resulting in the damage was exercised by the Contractor's employees.
- (b) Any waste or recyclables dropped during handling shall be thoroughly cleaned up by the Contractor's employees.
- (c) No scavenging shall be performed or permitted along any street or road.
- (d) No waste or recycling collection truck shall be routinely emptied, or the load transferred, on any street or road in the Town, or in any other place within Town limits, except at a facility or location approved by the Director of Public Works. If the waste or recycling truck is mechanically disabled on a Town street or road, the Contractor will be authorized to transfer the load to a replacement truck. In any such circumstance, the Public Works Director's office shall be notified immediately.
- (e) If, in the opinion of the Contractor or his/her employees, the waste and/or recyclables at any designated stop covered by the Contract should not be collected due to a suspected violation of the Town's Solid Waste ordinance and or terms of the Contract, the waste and/or recyclable containers(s) shall be tagged. The Contractor shall attach such tag to the container stating the reasons for the refusal to collect, and the Contractor or his employee shall immediately report the incident to the Public Works Director. The Town shall review and approve the written language of the notice on the tag prior to its use by the Contractor.

#### 5.4 Collection Schedule

- (a) Time of Collection. Curbside collection of garbage and recyclable materials shall be conducted Monday through Friday of each week except as limited by adverse weather conditions and holidays. Collection shall not commence earlier than 7:00 A.M. and shall not continue later than 6:00 P.M. on any scheduled collection day. The Contractor shall collect garbage and recycling on the same day each week.
- (b) Weather Conditions. The Contractor will not collect garbage or recyclables on a scheduled collection day if adverse weather conditions are predicted of sufficient severity to warrant a

postponement of collection services. In the event that predicted weather conditions may cause postponement, the Contractor will consult with the Director of Public Works a minimum of twelve (12) hours prior to the beginning of the scheduled collection time to request authorization to postpone scheduled garbage and recyclables material collection. Collections that were postponed due to weather shall be delayed one day for the remainder of the week. In no case shall garbage or recyclables collection be postponed more than two days.

- (c) **Holidays.** Collection of garbage and recyclable materials will not occur on the following observed holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Regularly scheduled collection of garbage and recyclable materials falling on these holidays shall be delayed one day for the remainder of the week following the holiday.

- (d) **Employees and Complaints.** A sufficient number of employees shall be employed by the Contractor to efficiently do the work. The Contractor shall immediately rectify all complaints of operation received by the Town Manager or his designee or the Contractor.

## **5.5 Customer Service Center**

The contractor shall provide a customer service office with a toll-free telephone number. The customer service office shall be staffed with well trained customer service representatives. These representatives shall have direct communication contact with all collection vehicles operating in the Town and with the Administrative Offices of the Exeter Department of Public Works. The office shall be open and staffed whenever collection is taking place in the Town.

## **5.6 Contractor's Personnel**

- (a) The Contractor shall assign a qualified person or persons to be in charge of operations in the Town and shall give the name or names to the Town.

- (b) The Contractor's collection employees conduct themselves in a professional manner at all times and adhere to the Contractor's Rules and Regulations.
- (c) Each employee shall, at all times, carry a valid operator's license for the type of vehicle they are driving.
- (d) The Town may request new assignment of personnel of the Contractor if the employee violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.
- (e) The Contractor shall provide operating and safety training for all personnel. Each vehicle shall be equipped with a first aid kit and a communication device.
- (f) The Contractor shall not deny employment for reasons of race, gender, creed or religion.
- (g) If necessary, the Contractor's employees shall visit the Public Works Office to coordinate with the Office Manager about collection issues.

## Section 6. Equipment Requirements

### 6.1 Equipment Inventory

- (a) The Contractor shall provide an adequate number of vehicles for regular collection services. The equipment shall be kept in good repair, appearance, and in sanitary condition at all times. Each vehicle shall clearly identify with the company name and phone number on each side. Contractor must be capable of providing reliable service and provide back-up collection equipment upon request.
- (b) All leased equipment shall be identified separately and described as set forth herein. In addition, for each item of leased equipment, the Contractor shall disclose the time remaining on the lease and renewal options, if any. Photocopies of all existing signed lease agreement for any leased equipment identified in the inventory shall be provided.

### 6.2 Equipment Specifications

- (a) The Contractor shall use all metal, watertight, completely enclosed "packer type" vehicle bodies, designed and manufactured specifically for the collection of garbage and refuse to collect acceptable waste under the Contract. The level of compaction shall at all times be equal to that published by the vehicle's manufacturer. The compacting mechanism in the body of the vehicle shall be capable of compressing the

collected material to one-half or less of its original volume. The number and type of collection vehicles furnished by the Contractor shall be sufficient to handle the efficient and timely collection of all MSW (garbage and recyclable) material.

- (b) Truck hopper plugs shall be in place at all times. Trucks found performing collections without appropriate plugs in place in the drain holes of the hopper shall be precluded from further collections until hopper plugs are replaced and/or installed.
- (c) All vehicles used by the Contractor shall be equipped with a two-way radio providing direct communication with the Department of Public Works and the Contractor's customer service office.
- (d) All vehicles shall carry equipment suitable for use by collection crews in cleaning up all spills or breakage of MSW/Recyclables during collection. Additionally, Contractor shall be responsible for the cleaning and removal of any stains or spills on any public or private roadway resulting from the leakage of any fluids from any vehicle used by the Contractor.
- (e) All solid waste (garbage and recyclables) shall be collected by vehicles, which shall be emptied and void of all garbage or recyclables or other material prior to the commencement of a day's collection route.

### **6.3 Equipment Failure**

Equipment failure resulting in the delay of collection must be reported to the Public Works Department within one-half hour of the occurrence. The Contractor will be required to dispatch his back-up equipment and continue the route within 1 hour of notification of breakdown.

## **Section 7. Compliance with Laws and Regulations**

- 7.1 Contractor will comply with any and all federal, state, and local laws and regulations now in effect or hereafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.
- 7.2 The Contractor may petition the Town for rate adjustments at reasonable times on the basis of unusual changes in the cost of doing business from a result of: revised laws, ordinances, regulations or statutes. If the Contractor applies for an increase, the Contractor must provide a 60 day written notice of the increase, to the Town.

**Section 8. Reporting**

- 8.1 The Contractor shall provide monthly and annual reports for quantities of refuse/garbage disposed.
- 8.2 Monthly and annual reports shall be provided for recyclable material quantities by material and ultimate market. Under no circumstances shall acceptable recyclable materials be willfully disposed of at a landfill or other solid waste disposal facility.

**Section 9. Required Bonds and Insurance**

**9.1 Performance Bond**

The Contractor shall furnish the Town a Performance Bond for the faithful performance of this Agreement. It shall be executed by a surety company licensed to do business in the State of New Hampshire and shall be in the penal sum of \$9,545. Said Bond to be renewed annually on the anniversary date of the Agreement. Said bond shall indemnify the Town against any loss resulting from any failure of performance by the Contractor, not exceeding, however, the penal sum of the bond, unless such failure is a result of force majeure.

**9.2 Insurance**

The Contractor shall obtain and maintain throughout the term of this Agreement, at the Contractor's sole cost and expense, not less than the insurance coverage set forth below:

Coverages	Limits of Liability
Worker' Compensation	Statutory
Employer's Liability	\$1,000,000
Personal/Bodily Injury Liability	\$2,000,000 Combined Single Limit
Property Damage Liability	\$2,000,000 Combined Single Limit
Automobile Bodily Injury	\$5,000,000 Combined Single Limit
Automobile Property Damage	\$5,000,000 Combined Single Limit

Coverage includes all owned, non-owned, leased and hired automobiles.

**9.3 Indemnity**

The Contractor shall defend, indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or

resulting from performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom caused in whole or in part by the negligent act or omission of the Contractor or any of its officers, agents, employees, representatives, anyone directly or indirectly employed by any of them or anyone who acts for them.

#### 9.4 Collection on Non-Public or not Town-approved Roadways

To the extent the Contractor is performing services on any non-public or not Town Approved Roadway within the Town, any Indemnification from Contractor, as stated in Section 9.3 Indemnity above, shall not apply. Contractor shall have no liability for events stemming from performing services on such Roadways.

#### Section 10. Notices

All notices required or contemplated by this Agreement shall be personally served or mailed postage prepaid and return receipt requested, addressed to the parties as follows:

To the Town:                   Town of Exeter, NH  
                                      10 Front Street  
                                      Exeter, NH 03833  
                                      Attn: Town Manager

To the Contractor:         Northside Carting, Inc.  
                                      210 Holt Road  
                                      North Andover, MA 01845  
                                      Attn: Robert George

And:

Or to such other address as the parties may designate in writing.

#### 10.1 Point of Contact

All dealings, contact, etc. between the parties shall be directed by the Contractor to the Town, Town Manager or the Director of Public Works.

#### Section 11. Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provisions,

nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provision.

**Section 12. Titles of Sections**

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding upon the parties.

**Section 13. Amendment**

This Agreement may be modified or amended only by a written consent duly executed by the parties hereto or their representatives.

**Section 14. Severability**

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement, shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

**Section 15. Number of Copies**

This Agreement may be executed in any number of counterparts, all of which shall have full force and effect of any original for all purposes.

**Section 16. Bankruptcy**

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the day and the time the bankruptcy petition is filed.

**Section 17. Termination**

17.1 In the event the Contractor materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, Town shall notify the Contractor in writing of the nature of such default. Within thirty (30) days following such notice:

- (a) The contractor shall correct the default: or
- (b) In the event of a default not capable of being corrected within thirty days, the Contractor shall commence correcting the default within thirty days of the Town's notification thereof, and thereafter correct the default with due diligence.

17.2 If the Contractor fails to correct the default as provided above, Town, without further notice, shall have all of the following rights and remedies which Town may exercise singly or in combination:

- (a) The right to declare that this Agreement together with all rights granted the Contractor hereunder are terminated, effective upon such date and the Town shall designate; and
- (b) The right to license others to perform the services otherwise to be performed by the Contractor, or to perform such services itself.

Section 18. Successors and Assigns

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the Town; in the event of any assignment, the assignee shall assume the liability of the Contractor.

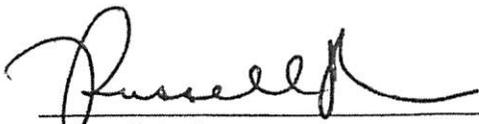
Section 19. Entirety

This Agreement and any Exhibits attached hereto contain the entire Agreement between the parties hereto as to matters contained herein. Any oral representatives or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written.

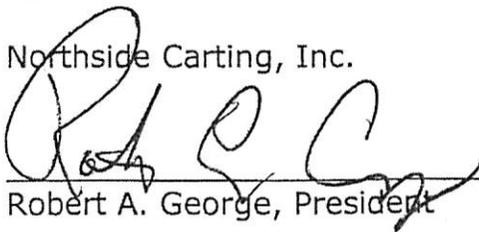
Town of EXETER, NH, a municipal corporation

Town Manager



\_\_\_\_\_  
Russell J. Dean

Northside Carting, Inc.



\_\_\_\_\_  
Robert A. George, President

## CONTRACT EXTENSION AND MODIFICATION

This Contract Extension and Modification ("Extension") dated this 30<sup>th</sup> day of May, 2012, is made by and among the Town of Exeter ("Exeter"), a municipal corporation in the County of Rockingham organized under the laws of the State of New Hampshire, and Northside Carting, Inc. ("Northside") a Massachusetts corporation with business address at 210 Holt Road, North Andover, MA 01845.

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Exeter and Northside (collectively the "Parties") do hereby agree as follows:

The Parties agree to extend the Municipal Solid Waste (refuse/garbage) Collection, Transportation & Disposal and Recycling Materials Collection, Transportation, Processing & Marketing for the Town of Exeter, New Hampshire Agreement that the Parties entered into on May 23, 2008 ("2008 Agreement"), pursuant to Section 2 of the 2008 Agreement entitled "Term of Agreement." Section 2, of the 2008 Agreement, requires that any renewal term beyond the five (5) year term contained in the 2008 Agreement, be made in writing. This Extension is in fulfillment of that requirement. The Parties hereby agree to extend the 2008 Agreement for five (5) years, beginning June 1, 2012 and extending through and including May 31, 2017.

In exchange for Exeter agreeing to extend the 2008 Agreement for five additional years, Northside agrees to modify the charge rate for solid waste disposal as defined below. The charge rate below shall supersede any conflicting terms of payment described in the 2008 Agreement, in particular at Sections 2 and 4.3(d):

Fiscal Year 2012 - \$645,080.00  
Fiscal Year 2013 - \$655,080.00  
Fiscal Year 2014 - \$665,080.00  
Fiscal Year 2015 - \$675,080.00  
Fiscal Year 2016 - \$685,080.00

Exeter also agrees that by signing this Extension it certifies that this Extension has been sufficiently approved by the Town's Board of Selectmen, and further that any required annual funding will be sought at the Annual Exeter Town Meeting for each year of the Agreement or Extension period. This Extension is contingent upon the appropriation of the required funds at the Annual Exeter Town Meeting.

The Parties further agree to the following:

1. Inconsistency.

In the event of any conflict or inconsistency between the provisions of this Extension and the 2008 Agreement, the provisions of this Extension shall control in all respects.

2. Counterparts.

This Extension may be executed simultaneously in two or more counterparts, each of which shall be deemed and original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each Party.

3. Law.

This Extension is executed under seal and it is governed by and construed in accordance with the laws of the State of New Hampshire.

4. Titles and Subtitles.

Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not, to any extent, have the effect of modifying, amending, or changing the express terms and provisions of this Extension.

5. Words and Gender or Number.

As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

6. Severability.

In the event any parts of this Extension are found to be void, the remaining provisions of this Extension shall nevertheless be binding with the same effect as though the void parts were deleted.

7. Waiver.

No waiver provisions of this Extension shall be valid unless in writing and signed by the person against whom charged.

In Witness Whereof, the Parties have executed this Extension as of the day and year above written.

  
\_\_\_\_\_  
Russell J. Dean  
Town Manager  
Town of Exeter, NH

  
\_\_\_\_\_  
William Thomson  
President  
Northside Carting, Inc.