

**SCHEDULE A  
TO THAT CERTAIN WASTE DISPOSAL AGREEMENT  
DATED AS OF THE  
\_\_\_ DAY OF \_\_\_\_\_, 2016**

1.) Statement of Intent. The parties hereto acknowledge and agree that it is the policy of the State of Maine, as directed through the State of Maine’s adoption of the Solid Waste Hierarchy, to reduce the volume of Solid Waste going into landfills, to recycle Solid Waste whenever possible, and to maximize resource recovery from the Solid Waste. The parties hereto also understand that the effective management of Solid Waste is crucial to the continued financial well-being of the Municipality. Because of this, the Municipality is seeking a comprehensive, environmentally sound, reliable, long-term strategy for managing the present and projected volumes of non-hazardous Solid Waste generated within the Municipality. PERC owns and operates the PERC Facility that has effectively and efficiently, for many decades, accepted Solid Waste, recovered certain recyclable materials, and otherwise converted Solid Waste into energy. Both the Municipality and PERC seek to have the PERC Facility to continue operating and the delivery of a predictable stream of Acceptable Waste to the PERC Facility is essential for the continued operation of the PERC Facility. Based on the foregoing, the purpose of the parties entering into this Agreement is to allow (a) the Municipality to effectively manage its Solid Waste within the Solid Waste Hierarchy; and (b) PERC to continue to serve the communities in reducing and reusing its Solid Waste. Therefore, in accordance with the terms of the Solid Waste Hierarchy, the Municipality is willing to commit to delivering to PERC and the PERC Facility all Acceptable Waste generated within the Municipality and under its Control so as to assure the ongoing supply of Acceptable Waste to the PERC Facility for a fixed-period of time as defined below.

2.) Term of Agreement and Tipping Fee.

Authorization Signature	Term of Delivery Commitment	Tipping Fee (per ton)
_____	_____, 2018 through _____, 2033	\$84.36
_____	_____, 2018 through _____, 2028	\$89.57

The parties hereto agree that any Agreement signed for either a fifteen (15) year or ten (10) year term shall automatically renew on the same basis unless otherwise terminated, in writing, by either the Municipality or PERC with at least twelve (12) months prior written notice. Also, any contract term that is less than ten (10) years shall be priced on a case-by-case basis and will be based on the then current market pricing.

3.) Estimated Delivery Amount.

(a) Based on the amount of Acceptable Waste generated by the Municipality in prior years, the estimated annual tonnage to be delivered by the Municipality shall be approximately 550 tons (the "Estimated Tonnage"). Both PERC and the Municipality acknowledge and agree that the Estimated Tonnage described above does not guarantee that the Municipality will deliver a minimum amount of tonnage to the PERC Facility on an annual basis. Rather, the Estimated Tonnage described above is a good faith estimate of the annual tonnage that the Municipality believes will be generated within the Municipality and is under the Municipality's Control and that such Estimated Tonnage is subject to change which is a direct result of the Municipality engaging in increased recycling, repurposing or composting (or other materials management process adopted into, and ranked higher by, the Solid Waste Hierarchy) in accordance with the Solid Waste Hierarchy. Notwithstanding the fact that the Estimated Tonnage described above is not a commitment by the Municipality to deliver a minimum amount of Solid Waste to the PERC Facility, the Municipality acknowledges and agrees that the Waste Disposal Agreement (including this Schedule A) is being signed in good faith by both PERC and the Municipality and that PERC is relying upon the Municipality's commitment to deliver to the PERC Facility the Acceptable Waste generated within the Municipality and that is under the Municipality's Control. It is understood and agreed that PERC supports and agrees with any efforts which the Municipality may undertake to reduce the amount of municipal solid waste which is processed at PERC through such means as recycling, composting and other similar processes. PERC further acknowledges that any such efforts on the part of a Municipality shall not constitute a violation of this Agreement and will not result in a penalty being assessed against the Municipality.

(b) Both the Municipality and PERC believe that the amount of Estimated Tonnage as described above is unlikely to change materially over time. However, if there is a material change in the amount of the Estimated Tonnage, the Municipality will provide written notice to PERC that there has been a material change in the amount of the Estimated Tonnage that will be delivered to the PERC Facility and that such material change is the direct result of a change in the market conditions as to the amount of Acceptable Solid Waste generated within the Municipality that is under its Control.

(c) In the event that PERC becomes aware that the Municipality is not delivering all of the Acceptable Waste generated within the Municipality and under its Control to the PERC Facility as agreed to by the Municipality pursuant to the terms of this Agreement, PERC may give written notice to the Municipality of such delivery failure and both the Municipality and PERC shall meet at the PERC Facility so as to resolve the issue. Such meeting shall occur at such time reasonably agreeable to both PERC and the Municipality but, in no event, more than thirty (30) after delivery of the written notice to the Municipality by PERC. In the event that the Municipality and PERC are unable to resolve such dispute during this meeting, then PERC shall have the right (but no obligation) to declare that this Agreement has been deemed terminated by the Municipality due to the Municipality taking actions that are inconsistent with the terms of this agreement and that have the purpose or effect of interfering with the Municipality's performance of this Agreement (a "Deemed Termination").

4.) Changes to the Tipping Fee – Adjustment for CPI. On April 1, 2019, and on each April 1<sup>st</sup> thereafter throughout the Term of this Agreement, the Tipping Fee shall be adjusted, either up or down, by a percentage equal to the percentage of change in the CPI for the most recently released 12-month period immediately preceding the date of each such adjustment. The term “CPI” shall mean the Consumer Price Index – All Urban Consumers (U.S. Cities average, all items) as published by the U.S. Bureau of Labor Statistics. If this index ceases to be published, a comparable index shall be designated in writing by the parties hereto. The following is an example of how the above-described adjustment to the Tipping Fee will be made:

Example: If the starting Tipping Fee is \$89.57 for a 10-year term contract and the CPI went up or down (as the case may be) by two percent (2%) during the first year of that term, the Tipping Fee would be increased or decreased (as the case may be) for the second year of the 10-year term by \$1.79 to \$91.36 or \$87.78 (as the case may be).

5.) Disposition of Bypass Waste. In the event that there is Acceptable Waste that is under the Municipality’s Control that is delivered to, or is intended to be delivered to, the PERC Facility as provided pursuant to the terms of this Agreement and the PERC Facility is unable to accept such Acceptable Waste (the “Bypass Waste”) then the following conditions and terms shall apply:

(a) All such Bypass Waste shall be transported to the Juniper Ridge Landfill located in Old Town, Maine (the “Juniper Ridge Landfill”).

(b) In the event that the Juniper Ridge Landfill cannot, or will not, accept the Bypass Waste, then, at the option of the Municipality, such Bypass Waste may be transported to the North Country Landfill operated by Casella Waste System and located in Bethlehem, New Hampshire (the “Backup Facility”). Both PERC and the Municipality agree that, in the event the Municipality elects to have the Bypass Waste transported to the Backup Facility, then the Municipality shall pay for any and all costs associated with transporting the Bypass Waste to the Backup Facility.

(c) In the event that PERC sends the Bypass Waste to the Juniper Ridge Landfill on a temporary basis for whatever reason, including, but not limited to, the PERC Facility being out of service for maintenance or repairs or as the result of a Force Majeure, the Tipping Fee for the Bypass Waste shall be the then existing Tipping Fee under this Agreement as determined pursuant to Section 4 of this Schedule A.

(d) In the event that PERC sends the Bypass Waste to the Juniper Ridge Landfill or the Backup Facility because of the permanent closing of the PERC Facility, the Tipping Fee payable to PERC shall be Sixty Dollars (\$60.00) per ton, which is the Tipping Fee specified in a contract between PERC and Casella Waste Management dated December 15, 2016 (the “Bypass Tipping Fee”).

(c) On April 1, 2019, and on each April 1<sup>st</sup> thereafter throughout the Term of this Agreement, , the Bypass Tipping Fee shall be adjusted, either up or down (as the case may be), by a percentage equal to the percentage of change in the CPI for the most recently

released 12-month period preceding the date of each such adjustment. The term “CPI” shall mean the Consumer Price Index – All Urban Consumers (U.S. Cities average, all items) as published by the U.S. Bureau of Labor Statistics. If this index ceases to be published, a comparable index shall be designated in writing by the parties hereto.

6.) Early Termination. Notwithstanding the provisions of Section 7 of the Agreement, both PERC and the Municipality acknowledge and agree that this Agreement may be terminated as follows:

(a) Upon ninety (90) days prior written notice by the Municipality to PERC (the “Municipality Termination”); or

(b) Upon PERC’s determination that a Deemed Termination has occurred.

Within thirty (30) days after a Municipality Termination or a Deemed Termination, the Municipality shall pay to PERC an amount equal to the product of (i) the average annual amount paid (or required to be paid) by the Municipality to PERC for the immediately preceding two (2) years (and taking into account any amounts paid to PERC prior to the beginning of the Term of this Agreement); multiplied by (ii) three (3). In addition to this amount, the Municipality shall pay to PERC all reasonable legal fees and costs incurred by PERC in obtaining this payment.