

Disposal Terms

Disposal. The Contractor shall deliver all waste collected as a result of this agreement to the Noble Hill Landfill at 300 Noble Hill Road Attalla, AL 35954 ("Waste Facility") operated by Evergreen Environmental Partners, LLC or its assignee ("Operator"). The Contractor shall deliver Approved Waste to the Waste Facility during Operator's hours and days of operation. The Contractor's delivery of Acceptable Waste to the Landfill, which shall occur only during the Landfill's posted hours, and shall be governed by the procedures applicable to utilizing the Landfill as Operator may modify such procedures from time to time. The Contractor shall collect, transport and deliver waste to the Waste Facility in compliance with all Applicable Laws and the procedures. Operator may suspend acceptance of Approved Waste or restrict access for nonpayment or disposal of Excluded waste.

Approved Waste. All materials tendered by or on behalf of the Contractor that are nonhazardous solid waste or Special Waste (together "Approved Waste"). Special Waste is non-hazardous waste material consistent with an Operator approved Waste Profile (defined below), which may include treated or de-characterized wastes; petroleum or petroleum products; industrial process wastes; asbestos containing material; chemical containing equipment; demolition debris; incinerator ash; medical waste; off-spec chemicals; sludge; spill cleanup waste; or underground storage tank soil. Approved Waste does not include: (i) any hazardous, biohazardous, infectious, radioactive (including naturally occurring radioactive materials (NORM) or technologically enhanced naturally occurring radioactive material (TENORM) if not acceptable for disposal at the Waste Facility), flammable, explosive, biomedical, or toxic waste as defined by applicable laws or regulations, including, without limitation, any hazardous waste regulated under the Resource Conservation & Recovery Act, 42 U.S.C. §§6901 *et seq.*, and associated regulations, 40 C.F.R. Part 261; and the Toxic Substance Control Act, 15 U.S.C. §§2601 *et seq.*, and associated regulations, 40 C.F.R. Part 761; (ii) other materials that are inappropriate for disposal at the Waste Facility; or (iii) material that requires special handling, storage, management, transfer or disposal or because of its size, durability or composition cannot be disposed of at the Waste Facility or may adversely affect the Waste Facility (collectively "Excluded Waste"). No Excluded Waste shall be delivered. Operator may inspect any load delivered to the facility. Operator may refuse any load it suspects contains Excluded Waste, and may require the Contractor to remove Excluded Waste and any materials contaminated therewith at the Contractor's sole expense. If such materials are not removed immediately, the Operator may arrange for lawful disposal at the sole expense of the Contractor. The Contractor shall be responsible for all costs of any type in connection with its Excluded Waste.

Title. Title to Approved Waste, including any value received in connection therewith, shall transfer to the Operator at the time it is fully unloaded at the Waste Facility and the Hauler's or Contractor's vehicle has departed. Until title has transferred to the Operator all risks and responsibilities shall remain with the Contractor. At all times, title to and liability for Excluded Waste shall remain with the Contractor, as the case may be, including occasions in which waste is tendered as Approved Waste but is later found to be Excluded Waste.

Compliance With Law & Operating Rules. In its performance of this Agreement, the Contractor shall comply with all applicable laws and Operator rules and procedures. The Contractor shall

adhere to all safety precautions to prevent accident or injury. The Contractor's drivers shall sign load tickets for all loads delivered.

Charges & Payment. Initial rates charged to the Contractor, are set forth in Schedule I. Contractor agrees to pay all invoice charges within 30 days of the invoice date. If payment is not made when due Operator may charge a late fee in any amount up to the maximum allowed by law. Operator may suspend service if payment is late or for any other breach by the Contractor without prejudice to Operator's other rights and such suspension shall not constitute termination of this Agreement. Contractor shall pay fees related to suspension, reinstatement, non-sufficient funds, fuel, on the Contractor's invoice. Operator may, in its sole discretion, increase rates and fees for any: (i) change in law, rules, regulation, permit or approval, including any fees, taxes, franchise fees, tolls, host charges or similar charges related to Operator's business; (ii) increase in Consumer Price Index for all Urban Consumers, by detailed expenditure category "Water and Sewer and Trash Collection Services," (iii) a floating fuel recovery fee, (iv) Documented and justifiable extraordinary increases in operating expense beyond the Operator's control which increases the Operator's cost.

The Landfill Fee shall be adjusted each January for the Consumer Price Index for all Urban Consumers, by detailed expenditure category "Water and Sewer and Trash Collection Services," a floating fuel recovery fee for increases and decreases in the cost of diesel fuel as detailed in Schedule I, a Host Governmental Fee, and a State of Alabama Landfill Fee (Regulatory Fee). Any changes to state, federal, local taxes fees or charges related to the operation of the Waste Facility, and statutory or regulatory requirements from any authorized regulatory body, will be passed on to the Contractor. The Landfill Fee may also be increased due to increases in transportation and/or disposal costs of leachate. Any additional charges and/or fees not expressed herein, shall not be increased without the Contractor's authorization. All fee and/or charge increases permitted herein shall take effect as incurred by Operator or herein described.

Insurance. During the term of this Agreement, the Contractor, whichever may be collecting and delivering Approved Waste to the Facility, shall maintain the following insurance coverages and name the Operator as an additional insured:

Workers' Compensation:

Coverage A	Statutory
Coverage B - Employer's Liability	\$1,000,000 each occurrence

Automobile Liability:

Bodily Injury/Property Damage	\$1,000,000
Combined - Single Limit	Coverage applies to all owned, non-owned, hired and leased vehicles (including trailers) and must include MCS-90 endorsement for pollution liability coverage.

Commercial General Liability:

Bodily Injury/Property Damage	\$1,000,000 each occurrence / \$2,000,000 general aggregate
-------------------------------	---

<u>Umbrella:</u>	\$2,000,000
------------------	-------------

The Certificates and the insurance policies required by this Section shall contain a provision that provides that the insurance coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Operator.

All policies evidencing the insurance required by the terms of this preceding paragraph shall be purchased from and maintained by generally recognized responsible insurance companies, qualified under the laws of the Alabama and may be written with co-insurance provisions and deductible amounts comparable to those applicable to similar policies carried by persons engaged in business of like size and type. Each certificate so furnished shall provide that the policy may not be cancelled or materially changed without thirty (30) days' written notice to the Operator.

Other Insurance Policies. The insurance policies described above are to contain, or be endorsed to contain the following provisions:

1. The Operator, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor.
2. Each Insurance policy required described above shall provide that coverage shall not be cancelled, except with notice to the Operator.

Verification of Insurance. The Contractor shall furnish the Operator with original Certificates of Insurance including all required amendatory endorsements and a copy of the Declarations and Endorsement Page of the Commercial General Liability policy listing all policy endorsements to the Operator before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive any obligation provided to the Operator.

Waiver of Subrogation. Contractor hereby grant to the Operator, and should ensure that that insurance policies described above, should grant the Operator a waiver of subrogation against the Operator, its officers, officials, and employees, from the Contractor by virtue of the payment of any loss.

Indemnity. The Contractor hereby agrees to defend, hold harmless and indemnify Operator, its officers, directors, the Authority, affiliates, employees, and representatives (the "Indemnified Parties") from and against any and all loss, damage, suit, liability, penalties, fines and other expenses related to (i) bodily injury, including death; (ii) property damage; (iii) environmental harm of any sort; (iv) violations or alleged violations of environmental, safety, or other applicable laws; (v) environmental remediation or clean-up of any kind; or (viii) other similar events arising out of (a) the Contractor's violation or alleged violation of any law, rule, regulation or order; or (b) the negligent or willful acts or omissions of the Contractor, its employees or agents. Proceedings shall be conducted in Etowah County, Alabama and governed by the laws of the state of Alabama. This paragraph and the Authority's representations, warranties and indemnification shall survive termination.

Schedule I

Rate Structure

Disposal Fee Structure

The following fee structure shall be applied to waste received by Operator from the Contractor:

Landfill Fee:	\$27.99/Ton
Host Fees/Charges:	\$1.50 / Ton
<u>Regulatory Fee:</u>	<u>\$1.00 / Ton</u>
Disposal Fee:	\$30.49 / Ton
Fuel Recovery Fee:	% See NOBLE HILL FUEL RECOVERY TABLE below for Fuel Recovery Fee chart)
Total Disposal Fee:	\$(Disposal Fee + floating Fuel Recovery Fee)/ Ton* **

***The above stated Total Disposal Fee is not effective unless Operator has confirmed such rate(s) as approved either (i) in a signed writing addressed to both parties of such arrangement or (ii) by evidence of Operator's approval by providing its signature below. The Total Disposal Fee is at all times subject to the terms of this agreement.**

Approved by Operator: _____

Name of Person Approving: _____

Date: _____

** Contractor's Total Disposal Fees shall include the Landfill Fee, all federal, state, local or other taxes, fees (including host fees), a floating fuel recovery fee or similar charges related to the acceptance or disposal of Acceptable Waste or the operations or activities of the Landfill that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit or otherwise. The initial amount of Taxes/Host Fees/Charges is set forth on the cover of this Agreement, but is subject to change from time to time pursuant to the preceding sentence. The Fuel Recovery Fee is a percentage of the Disposal Fee, the percentage of which fluctuates based on the market price per gallon of off-road diesel fuel adjustable to rates on a monthly basis, calculated using the average price of fuel from the previous month. The "NOBLE HILL FUEL RECOVERY TABLE" attached to this Agreement contains the percentage of Landfill Fee that the Fuel Recovery Fee shall use, based on the fuel price per gallon. The Landfill Fee shall be adjusted each January for the Consumer Price Index for all Urban Consumers, by detailed expenditure category "Water and Sewer and Trash Collection Services."

NOBLE HILL FUEL RECOVERY FEE TABLE

MKT Retail Avg (\$/ GALLON)	NOBLE HILL FUEL RECOVERY FEE %	MKT Retail Avg (\$/ GALLON)	NOBLE HILL FUEL RECOVERY FEE %	MKT Retail Avg (\$/ GALLON)	NOBLE HILL FUEL RECOVERY FEE %	MKT Retail Avg (\$/ GALLON)	NOBLE HILL FUEL RECOVERY FEE %
\$ 1.32		\$ 1.66	1.70	\$ 2.00	3.40	\$ 2.34	5.10
\$ 1.33	0.05	\$ 1.67	1.75	\$ 2.01	3.45	\$ 2.35	5.15
\$ 1.34	0.10	\$ 1.68	1.80	\$ 2.02	3.50	\$ 2.36	5.20
\$ 1.35	0.15	\$ 1.69	1.85	\$ 2.03	3.55	\$ 2.37	5.25
\$ 1.36	0.20	\$ 1.70	1.90	\$ 2.04	3.60	\$ 2.38	5.30
\$ 1.37	0.25	\$ 1.71	1.95	\$ 2.05	3.65	\$ 2.39	5.35
\$ 1.38	0.30	\$ 1.72	2.00	\$ 2.06	3.70	\$ 2.40	5.40
\$ 1.39	0.35	\$ 1.73	2.05	\$ 2.07	3.75	\$ 2.41	5.45
\$ 1.40	0.40	\$ 1.74	2.10	\$ 2.08	3.80	\$ 2.42	5.50
\$ 1.41	0.45	\$ 1.75	2.15	\$ 2.09	3.85	\$ 2.43	5.55
\$ 1.42	0.50	\$ 1.76	2.20	\$ 2.10	3.90	\$ 2.44	5.60
\$ 1.43	0.55	\$ 1.77	2.25	\$ 2.11	3.95	\$ 2.45	5.65
\$ 1.44	0.60	\$ 1.78	2.30	\$ 2.12	4.00	\$ 2.46	5.70
\$ 1.45	0.65	\$ 1.79	2.35	\$ 2.13	4.05	\$ 2.47	5.75
\$ 1.46	0.70	\$ 1.80	2.40	\$ 2.14	4.10	\$ 2.48	5.80
\$ 1.47	0.75	\$ 1.81	2.45	\$ 2.15	4.15	\$ 2.49	5.85
\$ 1.48	0.80	\$ 1.82	2.50	\$ 2.16	4.20	\$ 2.50	5.90
\$ 1.49	0.85	\$ 1.83	2.55	\$ 2.17	4.25	\$ 2.51	5.95
\$ 1.50	0.90	\$ 1.84	2.60	\$ 2.18	4.30	\$ 2.52	6.00
\$ 1.51	0.95	\$ 1.85	2.65	\$ 2.19	4.35	\$ 2.53	6.05
\$ 1.52	1.00	\$ 1.86	2.70	\$ 2.20	4.40	\$ 2.54	6.10
\$ 1.53	1.05	\$ 1.87	2.75	\$ 2.21	4.45	\$ 2.55	6.15
\$ 1.54	1.10	\$ 1.88	2.80	\$ 2.22	4.50	\$ 2.56	6.20
\$ 1.55	1.15	\$ 1.89	2.85	\$ 2.23	4.55	\$ 2.57	6.25
\$ 1.56	1.20	\$ 1.90	2.90	\$ 2.24	4.60	\$ 2.58	6.30
\$ 1.57	1.25	\$ 1.91	2.95	\$ 2.25	4.65	\$ 2.59	6.35
\$ 1.58	1.30	\$ 1.92	3.00	\$ 2.26	4.70	\$ 2.60	6.40
\$ 1.59	1.35	\$ 1.93	3.05	\$ 2.27	4.75	\$ 2.61	6.45
\$ 1.60	1.40	\$ 1.94	3.10	\$ 2.28	4.80	\$ 2.62	6.50
\$ 1.61	1.45	\$ 1.95	3.15	\$ 2.29	4.85	\$ 2.63	6.55
\$ 1.62	1.50	\$ 1.96	3.20	\$ 2.30	4.90	\$ 2.64	6.60
\$ 1.63	1.55	\$ 1.97	3.25	\$ 2.31	4.95	\$ 2.65	6.65
\$ 1.64	1.60	\$ 1.98	3.30	\$ 2.32	5.00	\$ 2.66	6.70
\$ 1.65	1.65	\$ 1.99	3.35	\$ 2.33	5.05	\$ 2.67	6.75

NOBLE HILL FUEL RECOVERY FEE TABLE

MKT Retail Avg (\$/ GALLON)	NOBLE HILL FUEL RECOVERY FEE %	MKT Retail Avg (\$/ GALLON)	NOBLE HILL FUEL RECOVERY FEE %	MKT Retail Avg (\$/ GALLON)	NOBLE HILL FUEL RECOVERY FEE %	MKT Retail Avg (\$/ GALLON)	NOBLE HILL FUEL RECOVERY FEE %
\$ 2.68	6.80	\$ 3.01	8.45	\$ 3.34	10.10	\$ 3.67	\$ 11.75
\$ 2.69	6.85	\$ 3.02	8.50	\$ 3.35	10.15	\$ 3.68	\$ 11.80
\$ 2.70	6.90	\$ 3.03	8.55	\$ 3.36	10.20	\$ 3.69	\$ 11.85
\$ 2.71	6.95	\$ 3.04	8.60	\$ 3.37	10.25	\$ 3.70	\$ 11.90
\$ 2.72	7.00	\$ 3.05	8.65	\$ 3.38	10.30	\$ 3.71	\$ 11.95
\$ 2.73	7.05	\$ 3.06	8.70	\$ 3.39	10.35	\$ 3.72	\$ 12.00
\$ 2.74	7.10	\$ 3.07	8.75	\$ 3.40	10.40	\$ 3.73	\$ 12.05
\$ 2.75	7.15	\$ 3.08	8.80	\$ 3.41	10.45	\$ 3.74	\$ 12.10
\$ 2.76	7.20	\$ 3.09	8.85	\$ 3.42	10.50	\$ 3.75	\$ 12.15
\$ 2.77	7.25	\$ 3.10	8.90	\$ 3.43	10.55	\$ 3.76	\$ 12.20
\$ 2.78	7.30	\$ 3.11	8.95	\$ 3.44	10.60	\$ 3.77	\$ 12.25
\$ 2.79	7.35	\$ 3.12	9.00	\$ 3.45	10.65	\$ 3.78	\$ 12.30
\$ 2.80	7.40	\$ 3.13	9.05	\$ 3.46	10.70	\$ 3.79	\$ 12.35
\$ 2.81	7.45	\$ 3.14	9.10	\$ 3.47	10.75	\$ 3.80	\$ 12.40
\$ 2.82	7.50	\$ 3.15	9.15	\$ 3.48	10.80	\$ 3.81	\$ 12.45
\$ 2.83	7.55	\$ 3.16	9.20	\$ 3.49	10.85	\$ 3.82	\$ 12.50
\$ 2.84	7.60	\$ 3.17	9.25	\$ 3.50	10.90	\$ 3.83	\$ 12.55
\$ 2.85	7.65	\$ 3.18	9.30	\$ 3.51	10.95	\$ 3.84	\$ 12.60
\$ 2.86	7.70	\$ 3.19	9.35	\$ 3.52	11.00	\$ 3.85	\$ 12.65
\$ 2.87	7.75	\$ 3.20	9.40	\$ 3.53	11.05	\$ 3.86	\$ 12.70
\$ 2.88	7.80	\$ 3.21	9.45	\$ 3.54	11.10	\$ 3.87	\$ 12.75
\$ 2.89	7.85	\$ 3.22	9.50	\$ 3.55	11.15	\$ 3.88	\$ 12.80
\$ 2.90	7.90	\$ 3.23	9.55	\$ 3.56	11.20	\$ 3.89	\$ 12.85
\$ 2.91	7.95	\$ 3.24	9.60	\$ 3.57	11.25	\$ 3.90	\$ 12.90
\$ 2.92	8.00	\$ 3.25	9.65	\$ 3.58	11.30	\$ 3.91	\$ 12.95
\$ 2.93	8.05	\$ 3.26	9.70	\$ 3.59	11.35	\$ 3.92	\$ 13.00
\$ 2.94	8.10	\$ 3.27	9.75	\$ 3.60	11.40	\$ 3.93	\$ 13.05
\$ 2.95	8.15	\$ 3.28	9.80	\$ 3.61	11.45	\$ 3.94	\$ 13.10
\$ 2.96	8.20	\$ 3.29	9.85	\$ 3.62	11.50	\$ 3.95	\$ 13.15
\$ 2.97	8.25	\$ 3.30	9.90	\$ 3.63	11.55	\$ 3.96	\$ 13.20
\$ 2.98	8.30	\$ 3.31	9.95	\$ 3.64	11.60	\$ 3.97	\$ 13.25
\$ 2.99	8.35	\$ 3.32	10.00	\$ 3.65	11.65	\$ 3.98	\$ 13.30
\$ 3.00	8.40	\$ 3.33	10.05	\$ 3.66	11.70	\$ 3.99	\$ 13.35

NOBLE HILL FUEL RECOVERY FEE TABLE

MKT Retail Avg (\$/ GALLON)	NOBLE HILL FUEL RECOVERY FEE %	MKT Retail Avg (\$/ GALLON)	NOBLE HILL FUEL RECOVERY FEE %	MKT Retail Avg (\$/ GALLON)	NOBLE HILL FUEL RECOVERY FEE %	MKT Retail Avg (\$/ GALLON)	NOBLE HILL FUEL RECOVERY FEE %
\$ 3.99	13.35	\$ 4.32	15.00	\$ 4.65	16.65	\$ 4.98	\$ 18.30
\$ 4.00	13.40	\$ 4.33	15.05	\$ 4.66	16.70	\$ 4.99	\$ 18.35
\$ 4.01	13.45	\$ 4.34	15.10	\$ 4.67	16.75	\$ 5.00	\$ 18.40
\$ 4.02	13.50	\$ 4.35	15.15	\$ 4.68	16.80	\$ 5.01	\$ 18.45
\$ 4.03	13.55	\$ 4.36	15.20	\$ 4.69	16.85	\$ 5.02	\$ 18.50
\$ 4.04	13.60	\$ 4.37	15.25	\$ 4.70	16.90	\$ 5.03	\$ 18.55
\$ 4.05	13.65	\$ 4.38	15.30	\$ 4.71	16.95	\$ 5.04	\$ 18.60
\$ 4.06	13.70	\$ 4.39	15.35	\$ 4.72	17.00	\$ 5.05	\$ 18.65
\$ 4.07	13.75	\$ 4.40	15.40	\$ 4.73	17.05	\$ 5.06	\$ 18.70
\$ 4.08	13.80	\$ 4.41	15.45	\$ 4.74	17.10	\$ 5.07	\$ 18.75
\$ 4.09	13.85	\$ 4.42	15.50	\$ 4.75	17.15	\$ 5.08	\$ 18.80
\$ 4.10	13.90	\$ 4.43	15.55	\$ 4.76	17.20	\$ 5.09	\$ 18.85
\$ 4.11	13.95	\$ 4.44	15.60	\$ 4.77	17.25	\$ 5.10	\$ 18.90
\$ 4.12	14.00	\$ 4.45	15.65	\$ 4.78	17.30	\$ 5.11	\$ 18.95
\$ 4.13	14.05	\$ 4.46	15.70	\$ 4.79	17.35	\$ 5.12	\$ 19.00
\$ 4.14	14.10	\$ 4.47	15.75	\$ 4.80	17.40	\$ 5.13	\$ 19.05
\$ 4.15	14.15	\$ 4.48	15.80	\$ 4.81	17.45	\$ 5.14	\$ 19.10
\$ 4.16	14.20	\$ 4.49	15.85	\$ 4.82	17.50	\$ 5.15	\$ 19.15
\$ 4.17	14.25	\$ 4.50	15.90	\$ 4.83	17.55	\$ 5.16	\$ 19.20
\$ 4.18	14.30	\$ 4.51	15.95	\$ 4.84	17.60	\$ 5.17	\$ 19.25
\$ 4.19	14.35	\$ 4.52	16.00	\$ 4.85	17.65	\$ 5.18	\$ 19.30
\$ 4.20	14.40	\$ 4.53	16.05	\$ 4.86	17.70	\$ 5.19	\$ 19.35
\$ 4.21	14.45	\$ 4.54	16.10	\$ 4.87	17.75	\$ 5.20	\$ 19.40
\$ 4.22	14.50	\$ 4.55	16.15	\$ 4.88	17.80	\$ 5.21	\$ 19.45
\$ 4.23	14.55	\$ 4.56	16.20	\$ 4.89	17.85	\$ 5.22	\$ 19.50
\$ 4.24	14.60	\$ 4.57	16.25	\$ 4.90	17.90	\$ 5.23	\$ 19.55
\$ 4.25	14.65	\$ 4.58	16.30	\$ 4.91	17.95	\$ 5.24	\$ 19.60
\$ 4.26	14.70	\$ 4.59	16.35	\$ 4.92	18.00	\$ 5.25	\$ 19.65
\$ 4.27	14.75	\$ 4.60	16.40	\$ 4.93	18.05	\$ 5.26	\$ 19.70
\$ 4.28	14.80	\$ 4.61	16.45	\$ 4.94	18.10	\$ 5.27	\$ 19.75
\$ 4.29	14.85	\$ 4.62	16.50	\$ 4.95	18.15	\$ 5.28	\$ 19.80
\$ 4.30	14.90	\$ 4.63	16.55	\$ 4.96	18.20	\$ 5.29	\$ 19.85
\$ 4.31	14.95	\$ 4.64	16.60	\$ 4.97	18.25	\$ 5.30	\$ 19.90