

**SPRINGFIELD MATERIALS RECYCLING FACILITY  
MUNICIPAL AGREEMENT**

AGREEMENT made by and between the Commonwealth of Massachusetts, acting through its Department of Environmental Protection (hereinafter "DEP") and the municipality of

\_\_\_\_\_, Commonwealth of Massachusetts, acting by and through authorized representatives, and hereinafter referred to as the "Designated Community" and WM Recycle America, L.L.C., the operator of the Springfield Materials Recycling Facility (hereinafter the "Operator").

WHEREAS, the DEP has entered into a Contract with WM Recycle America, L.L.C. (hereinafter "Operator") to accept Recyclable Materials, as herein defined, at the Springfield Materials Recycling Facility and Automated Materials Handling Facility at 203 Tremont Street in Springfield, Massachusetts (hereinafter the "Facility"), and pursuant to that Contract the Operator shall accept such Recyclable Materials from the Designated Community in accordance with the terms of that Contract and this Agreement, and

WHEREAS, the Designated Community requires all residents to separate out Recyclable Materials from their waste, and whereas the Designated Community shall be entitled to deliver its Recyclable Materials to the Facility in consideration of the fulfillment and ongoing satisfaction of certain duties and obligations specifically set forth herein; and

NOW, THEREFORE, the DEP, Operator, and the Designated Community agree as follows:

#### I. Definitions

- A. "Agreement" means this signed document, together with all attachments to this document.
- B. "Commodity Floor Price" means the fixed price for Recyclable Materials established pursuant to Section III B(2)(c), Section III C(1)(a), and Section III C(1)(b) of this Agreement.
- C. "Commodity Index Price" means the price for Recyclable Materials established pursuant to Section III B(2)(d), Section III C(1)(a), and Section III C(1)(b) of this Agreement.
- D. "Contract" means the contract between the DEP and the Operator, dated November 24, 2004, and all amendments, setting forth the terms and conditions concerning operation of the Facility.
- E. "Delivery Site" means the site located at 203 Tremont Street, Springfield, MA.
- F. "Designated Community" means a municipality or municipalities, solid waste district or other public entity entering into an Agreement with the DEP and the Operator, by which terms the municipality, district or other public entity is entitled to bring Recyclable Materials to the Facility or the Delivery Site.

- G. “Designated Hauler” means the entity and/or contractor identified by the Designated Community per Section IV (B)(1) to transport and deliver Recyclable Materials to the Facility or Delivery Site.
- H. “Designated Tonnage” means Recyclable Materials, as accepted by the Operator and as weighed by the Facility scale upon acceptance, originating from and accepted on behalf of the Designated Community at the Facility, Delivery Site or other location established pursuant to Section III (A)(2) of this Agreement.
- I. “Facility” means (1) the structures and installed equipment located at 84 Birnie Avenue in Springfield, Massachusetts designed to accept and Process Recyclable Materials into Recovered Materials.
- J. “Hazardous Waste” means hazardous waste as defined pursuant to M.G.L. c. 21C, and as amended from time to time, and the regulations promulgated thereunder, including household hazardous waste.
- K. “Holiday” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- L. “Non-recyclable” means any material delivered to the Facility or Delivery Site that does not meet the definition of Recyclable Materials.
- M. “Operator” means the vendor that is party to the Contract with the DEP to perform certain functions necessary to operate the Facility.
- N. “Process” means the labor and technological means by which the System converts Recyclable Materials into Recovered Material.
- O. “Public Education Fee” means the sum of money equal to \$0.05 per capita per year paid by the Designated Community for public education activities conducted in accordance with Section II (B) of this Agreement.
- P. “Recovered Materials” means the Recyclable Materials, that have been processed into marketable form.
- Q. “Recyclable Material(s)” means Recyclable Containers or Recyclable Paper delivered as either commingled (i.e., single stream), or separated (i.e., dual stream) materials. An initial list of such materials appears in Attachment B, Section III of this Agreement. This list of Recyclable Materials may be expanded or contracted from time to time as determined jointly by the DEP and the Operator.
- R. “Recyclable Containers” means glass containers (flint, amber, green) less than 2 gallons in size; tin/steel cans and lids; aluminum cans and foil; plastic tubs and lids, jars and bottles (#1-7) less than 2.5 gallons in size; and gable-top and aseptic containers. The list

of Recyclable Containers may be expanded or contracted from time to time as determined jointly by the DEP and the Operator.

- S. “Recyclable Materials Payment” means the payment by the Operator to Designated Communities as described in Section III (B)(1) of this Agreement.
- T. “Recyclable Paper” means newsprint (including all inserts that come with daily papers); mixed paper (including magazines, catalogs, mail, used writing paper, brown paper bags, boxboard and office paper); and corrugated cardboard. The list of Recyclable Paper may be expanded or contracted from time to time as determined jointly by the DEP and the Operator.
- U. “Revenue Share Payment” means the payment by the Operator to Designated Communities as described in Section III B(1) and Section III C(1) of this Agreement.
- V. “Shutdown” means failure of the Operator to accept all Recyclable Materials from Designated Communities..
- W. “Springfield Materials Recycling Facility Advisory Board” or “MRF Advisory Board” means an advisory committee established in accordance with Attachment A of this Agreement.
- X. “System” means the equipment, once installed and, after the Service Initiation Date, labor to operate such equipment, as generally described in the Operator's Contract.

## II. Rights and Responsibilities of the DEP

### A. Facility and Contract Oversight

- 1. The DEP will maintain a Facility located at 84 Birnie Avenue, in Springfield, Massachusetts to receive, store and Process Recyclable Materials subject to the rules and requirements set forth in Attachment B of this Agreement.
- 2. The DEP will enter into a separate Contract with Operator, requiring the Operator to (1) accept Recyclable Materials delivered to the Facility; (2) provide, install, and operate equipment to Process such Materials into Recovered Materials, and (3) market the Recovered Materials to end-users.

### B. Public Education and Technical Assistance

- 1. Using Public Education Fees, the DEP shall assist the MRF Advisory Board and its designees, to conduct public education and information efforts designed to ensure smooth operation and expand participation in the recycling program.

2. The DEP shall provide two (2) representatives to the MRF Advisory Board.
3. The DEP shall provide the Designated Community with relevant Facility operational data upon request, in accordance with the public records law, G.L. c.66, s.10.

C. Dispute Resolution and Termination Clause

In the event the Designated Community fails to comply with Section IV of this Agreement, the DEP shall first notify the Designated Community in writing of such failure and work with the Designated Community and the MRF Advisory Board to remedy the situation. In the event the Designated Community is unable to remedy such noncompliance to the DEP's satisfaction, the DEP, at its sole discretion, may suspend, modify or terminate the Designated Community's rights as a Designated Community.

III. Rights and Responsibilities of the Operator

A. Acceptance and Processing, of Recyclable Materials

1. The Operator shall accept, Process, and market Recyclable Materials received from Designated Communities in accordance with the Contract.
2. The Operator, by mutual written agreement with the Designated Community and the DEP, may establish a location other than the Facility or Delivery Site for acceptance of Recyclable Materials collected by or on behalf of the Designated Community.
3. The Operator, Designated Community and DEP may agree, in writing, that a Designated Community may deliver to the Facility or Delivery Site less than all Recyclable Materials collected by or on behalf of the Designated Community. Absent such an agreement, in the event the Designated Community fails to deliver all Recyclable Materials in accordance with Section IV (B)5, the Operator may:
  - (a) terminate its responsibilities as described in Section III (B) of this Agreement after 30 days written notice to the DEP and to the Designated Community; or
  - (b) request that the DEP, after 30 days written notice to the DEP and to the Designated Community, terminate this Agreement with the Designated Community.
4. The Operator shall keep the Facility and Delivery Site open to receive Recyclable Materials and ship Recovered Materials and Non-recyclable Materials between the hours of 7:00 AM and 4:30 PM Monday through Friday, with the exception of Holidays. The Facility and Delivery Site shall be closed on Holidays and open on the following Saturday between 9:00 AM and 2:00 PM. The Operator shall coordinate with Designated Communities whose fleets do not operate on other Massachusetts Legal Holidays (i. Patriots Day, Columbus Day, etc) to receive Recyclable Materials on the Saturday following those Holidays, as necessary.

5. The Operator shall prepare and submit semi-annual reports to each Designated Community no later than thirty (30) calendar days after January 1 and July 1 of each year. The report shall specify and certify the quantity of Recyclable Materials delivered by or on behalf of the Designated Community and accepted at the Facility and/or Delivery Site, the financial balance forward from the previous semi-annual report, the period's financial transactions, and the "carry forward" balance to the next quarter. Upon written request, the Operator shall provide monthly reports to the Designated Community or its agent specifying and certifying the quantity of Recyclable Materials delivered to the Facility and/or Delivery Site by or on behalf of the Designated Community.

**B. Payment for Separated (dual stream) Recyclable Materials Delivery**

1. At no time shall the Operator receive compensation from the Designated Communities for accepting separated Recyclable Materials. Through June 30, 2015, the Operator shall pay each Designated Community a Recyclable Materials Payment of \$15.67 for each Ton of separated Recyclable Material accepted from the Designated Community at the Facility and/or Delivery Site. From July 1, 2015 through June 30, 2020, the Operator shall pay each Designated Community a Recyclable Materials Payment for each Ton of separated Recyclable Material accepted from the Designated Community at the Facility and/or Delivery Site according to the following schedule:

Contract Dates	Recyclable Materials Payment
7/1/2015 to 6/30/2016	\$10.00/ton
7/1/2016 to 6/30/2017	\$10.00/ton
7/1/2017 to 6/30/2018	\$8.00/ton
7/1/2018 to 6/30/2019	\$8.00/ton
7/1/2019 to 6/30/2020	\$6.00/ton

Except in the event of Uncontrollable Circumstances, if Operator, with consent of the Designated Community and the Department, directs a Designated Community to deliver for processing or use separated Recyclable Materials to a third party or alternate location as set forth in Section III (A)(2) of this Agreement, Operator shall pay such Designated Community an additional \$2.00 per ton for each ton so delivered.

2. For each Ton of separated Recyclable Materials delivered by the Designated Community to the Facility and/or Delivery Site, the Operator shall pay the Designated Community a Revenue Share Payment calculated according to the following provisions:
  - a. Revenue Share Payment Calculation  
For deliveries made through June 30, 2015: When the Commodity Index Price exceeds the Commodity Floor Price, the Revenue Share Payment shall be calculated by noting the difference between the Commodity Index Price and the

Commodity Floor Price and multiplying that figure by 0.5, with such amount payable to the Designated Community.

For deliveries made from July 1, 2015 through June 30, 2020: When the Commodity Index Price exceeds the Commodity Floor Price, the Revenue Share Payment shall be calculated by noting the difference between the Commodity Index Price and the Commodity Floor Price and multiplying that figure by .55, with such amount payable to the Designated Community.

The Revenue Share Payment shall be calculated monthly.

b. The Commodity Floor Price:

For deliveries made through June 30, 2015, the Commodity Floor Price shall be \$40 per ton of Recyclable Materials.

For Deliveries made from July 1, 2015 to June 30, 2020, the Commodity Floor Price shall be \$67.00 per ton of Recyclable Material.

c. The Commodity Index Price Calculation:

For deliveries made through June 30, 2015, the Commodity Index Price shall be the sum of the Median Monthly Index Price for each Recyclable Material, multiplied by the percentage for that Recyclable Material as indicated in the table below. The Commodity Index Price shall be calculated monthly.

Recyclable Material	Median Monthly Index Price	* Percentage	= Price
ONP Mix	P&PW ONP (6) New York Avg.	65.9%	
OCC	P&PW Corrugated Containers (11) New York Avg.	7.3%	
Aluminum Cans	Waste News News Aluminum Cans New York Avg.	0.3%	
Steel Cans	Waste News News Steel Cans New York Avg.	4.8%	
Flint Glass	Waste News News Flint New York Avg.	4.9%	
Amber Glass	Waste News News Amber New York Avg.	0.8%	
PET	Waste News News PET New York Avg.	1.0%	
HDPE Natural	Waste News News HDPE Natural New York Avg.	1.1%	
HDPE Colored	Waste News News HDPE Colored New York Avg.	1.0%	
Other	\$0	12.9%	
Sum of Prices = Commodity Index Price			

For deliveries made from July 1, 2015 to June 30, 2020, the Commodity Index Price shall be equal to the price per Ton of Old Newsprint (ONP) #8 New England High Side as appearing on the Official Board Markets (OBM), first issue of the month, for the month of delivery of Recyclable Materials.

3. Payment Procedures

- a. Payment Obligation: Unless otherwise agreed to by the Operator, the Operator is obligated to make payments as specified under Section III(B) only to entities that have entered into this Agreement prior to December 31, 2015.
- b. Semi-Annual Payment. The Operator shall make payments twice a year to each Designated Community for Tons of separated Recyclable Materials accepted by the Operator at the Facility and/or Delivery Site . Payments shall be made no later than February 15<sup>th</sup> for the July through December period and August 15<sup>th</sup> for the January through June period. Payments shall include a statement itemizing the monthly amounts for Tons of separated Recyclable Materials, Recyclable Materials Payment, and Revenue Share Payment, and any other charges.
- c. Payment Calculation. The semi-annual payment to each Designated Community delivering separated Recyclable Materials shall be the sum of each monthly payment calculated as follows:  
$$MP = ((RMP + RSP) \times TRM)$$

Where:

MP = Monthly Payment

RMP = Recyclable Materials Payment

RSP = Revenue Share Payment for each month

TRM = Tons of Recyclable Materials from the Designated Community accepted at the Facility during each month

C. Payment for Commingled (single stream) Recyclable Materials Delivery

1. At no time shall the Operator receive compensation from the Designated Communities for accepting commingled Recyclable Materials. For each Ton of commingled Recyclable Material delivered by a Designated Community to the Facility and/or Delivery Site, the Operator shall pay the Designated Community a Revenue Share Payment calculated according to the following provisions.
  - a. For commingled (single-stream) deliveries made through June 30, 2015:

The Commodity Floor Price shall be \$75.00 per Ton. The Commodity Index Price shall be equal to the price per ton of Old Newsprint (ONP) #8 New England High Side as appearing on the Official Board Markets (OBM), first issue of the month, for the month of delivery of Recyclable Materials.

If the monthly price of OBM ONP #8 New England High Side exceeds the Commodity Floor Price, the Revenue Share Payment shall be calculated by multiplying the difference by .60, with such amount payable to the Designated Community.



- b. For commingled (single-stream) deliveries made from July 1, 2015 to June 30, 2020:

The Commodity Floor Price shall be \$67.00 per ton. The Commodity Index Price shall be equal to the price per ton of Old Newsprint (ONP) #8 New England High Side as appearing on the Official Board Markets (OBM), first issue of the month, for the month of delivery of Recyclable Materials.

If monthly price of OBM ONP #8 New England High Side exceeds the Commodity Floor Price, the Revenue Share Payment shall be calculated by multiplying the difference by .55, with such amount payable to the Designated Community.

## 2. Payment Procedures

- a. **Payment Obligation:** Unless otherwise agreed to by the Operator, the Operator is obligated to make payments as specified under Section III(C) only to entities that have entered into this Agreement prior to December 31, 2015.
- b. **Semi-Annual Payment.** The Operator shall make payments twice a year to each Designated Community for Tons of commingled Recyclable Materials accepted by the Operator at the Facility. Payments shall be made no later than February 15<sup>th</sup> for the July through December period and August 15<sup>th</sup> for the January through June period. Payments shall include a statement itemizing the monthly amounts for Tons of commingled Recyclable Materials delivered, Official Board Markets ONP #8 monthly pricing and Revenue Share Payment, along with any other approved charges.

## D. Public Education and Information

The Operator shall, at the request of the DEP and the MRF Advisory Board, attend quarterly meetings of the MRF Advisory Board and report on facility operations, recycling markets and revenue payments.

## IV. Rights and Responsibilities of the Designated Community

### A. Public Education Fees

The Designated Community shall pay a Public Education Fee each year as defined and calculated in Section I (N) of this Agreement to the MRF Advisory Board.

### B. Collection and Delivery of Recyclable Materials

- 1. The Designated Community annually shall provide information, including the name, current mailing address and telephone number of its Designated Hauler(s) to the

Operator and the DEP. The Designated Community shall notify the Operator of any change in their Designated Hauler(s) before said hauler(s) delivers the Designated Community's Recyclable Materials to the Facility and/or Delivery Site.

2. The Designated Community shall designate a recycling contact person. The Designated Community shall annually provide to the DEP contact information, including the name, telephone number and mailing address for the recycling contact person.
3. The Designated Community shall be solely responsible for the collection and delivery of Recyclable Materials to the Facility and/or Delivery Site in accordance with Section IV (B)(8) and Attachment B, and shall be solely responsible for all costs associated with such collection and delivery.
4. Failure of the Designated Community to comply with the rules and requirements provided in Attachment B may result in a rejection of loads by the Operator. In addition, if repeated violations occur, the Operator may exercise its rights pursuant to Section III (A)(3).
5. The Designated Community shall deliver, or have its Designated Hauler deliver, all of its Recyclable Materials to the Facility and/or Delivery Site.
6. The Designated Community, and if applicable, its Designated Hauler, shall comply with all applicable state, federal, and local laws, and license and permit requirements concerning the collection, transfer, handling and delivery of Recyclable Materials.
7. The Designated Community, and if applicable, its Designated Hauler, shall comply with all applicable laws governing the safety and working conditions of its employees.
8. The Designated Community is entitled to deliver its Recyclable Materials to the Facility and/or Delivery Site. The Designated Community acknowledges and understands that the Operator's Contract contains provisions that define and limit the obligations of the Operator to accept, Process, and market materials delivered by the Designated Communities. The Designated Community further acknowledges and understands that those terms are critical to the Operator's Contract with DEP as they significantly affect the operational and financial viability of the Facility and/or Delivery Site. Therefore, the Designated Community's right as a Designated Community to deliver its Recyclable Materials to the Facility and/or Delivery Site is subject to the following terms and conditions.
  - a. The Designated Community shall work with the Operator and the DEP to coordinate efficient delivery of Recyclable Materials to the Facility and/or Delivery Site.
  - b. The Designated Community shall adopt an ordinance or by-law that requires its residents to separate Recyclable Materials from solid waste.

- c. The Designated Community shall incorporate in any contract with its Designated Hauler, entered into after the date of this Agreement, a requirement that all Recyclable Materials collected on behalf of the Designated Community by that hauler will be delivered to the Facility and/or Delivery Site.
- d. In the event the Designated Community delivers loads that contain in excess of 10% of Non-recyclables by weight, the Operator may reject, or accept and Process, such loads. In the event that the Operator accepts and processes such loads, the Operator shall be entitled to recover the disposal cost of any Non-recyclables in excess of 10% by weight directly from the Designated Community. In the event that the Operator rejects such loads in accordance with Contract Article 6.2.7, the Designated Community shall be solely responsible for the costs of reloading and disposal of such loads.
- e. The Designated Community shall be entitled to deliver only those Recyclable Materials which the Operator is contractually obligated to accept pursuant to the Contract, as those items may be expanded or limited from time to time by mutual agreement of the DEP and the Operator.
- f. The Designated Community shall not deliver Hazardous Waste to the Facility and/or Delivery Site.
- g. In the event of a Shutdown, the Designated Community shall be solely responsible for recycling, processing, or disposal of any Recyclable Materials not accepted by the Operator, and all costs associated therewith. The DEP shall provide notice of Shutdown to the Designated Community at the earliest feasible time. If a Shutdown occurs, DEP shall not unreasonably withhold approval pursuant to 310 CMR 19.017(6) for the Designated Community to dispose of its Recyclable Materials, provided that an alternative recycling or processing facility which would accept the Recyclable Materials cannot be found within a reasonable time and distance.
- h. The Designated Community shall not modify its participation in the program, by significantly changing the amount (tonnage) of Recyclable Materials to be delivered to the Facility and/or Delivery Site, or by eliminating or adding types of Recyclable Materials without the prior written consent of the DEP.
- i. The Designated Community shall not terminate its obligation to deliver all Recyclable Materials collected by or on its behalf to the Facility and/or Delivery Site without giving 90 days written notice to the DEP and the Operator. A Designated Community which terminates shall forfeit its public education payment. A Designated Community which terminates without giving appropriate notice or terminates between payment periods shall forfeit any applicable Recyclable Materials Payment and Revenue Share Payment for the pay period in which the termination occurs.

## V. Term of Agreement

- A. This Agreement shall be effective on the date of the DEP's signature and terminate on June 30, 2020 or at such earlier time should the Operator's Contract with the DEP be terminated.
- B. This Agreement represents the full agreement between the Designated Community, the DEP and the Operator and supersedes any and all previous agreements regarding the Designated Community's use of the Facility.

## VI. Amendments and Modifications

This Agreement may not be amended except by mutual agreement of the Designated Community, the Operator and the DEP in writing. Such amendment(s), when mutually agreed upon by and between the Designated Community, the Operator and the DEP, shall be incorporated into this Agreement by written amendment, and executed in the same manner by the signatories hereto.

The DEP, the Designated Community and the Operator acknowledge and agree that the Massachusetts Legislature has the authority to make comprehensive changes in solid waste management legislation and funding of DEP activities, and that these and other changes which mandate certain actions or programs may require changes or modifications to this Agreement. The parties to this Agreement agree to enter into good faith negotiations to reach mutual agreement regarding modifications to this Agreement required by subsequent legislation and regulatory rule.

## VII. Indemnification

Unless otherwise exempted by law, the Operator shall indemnify and hold harmless the Designated Community, its volunteers, the Commonwealth of Massachusetts, including the DEP, and the agents, officers and employees of the Designated Community, the Commonwealth of Massachusetts and the DEP, against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Operator's performance of the Contract, including but not limited to the negligence, reckless or intentional conduct of the Operator, its agents, officers, employees or subcontractors. The Operator shall at no time be considered an agent or representative of the DEP or the Commonwealth. After prompt notification of a claim by the Commonwealth or the Designated Community, the Operator shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The Commonwealth shall not be liable for any costs incurred by the Operator arising under this section. Any indemnification of the Operator shall be subject to appropriation and applicable law. This indemnification and hold harmless agreement shall survive the termination or expiration of this Agreement.

## VIII. Severability

If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then all parties shall be relieved of all obligations under that provision. The remainder of this Agreement shall be enforced to the fullest extent permitted by law.

IX. Governing Law and Venue

The laws of the Commonwealth of Massachusetts shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal action necessary to enforce this Agreement shall be held and solely maintained in the Commonwealth of Massachusetts.

X. Notice

All notices given under this Agreement by the Designated Community shall be deemed properly served if delivered in writing to:

Massachusetts Department of Environmental Protection  
c/o Springfield MRF Coordinator  
436 Dwight Street  
Springfield, MA 01103

WM Recycle America, LLC  
1001 Fannin Street, Suite 4000  
Houston, TX 77002

With a copy to:

WM Recycle America, L.L.C.  
4600 N. Port Washington Road  
Milwaukee, WI 53212  
Attn.: Law Department

IN WITNESS WHEREOF, the Commonwealth of Massachusetts, acting by and through its Commissioner of the Department of Environmental Protection, the Designated Community, and the Operator have hereunto set their hands and seals:

I certify that I am duly authorized to enter into this agreement on behalf of:

**COMMONWEALTH OF MASSACHUSETTS  
Department of Environmental Protection**

By: Authorized MassDEP Representative

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

**DESIGNATED COMMUNITY:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title:

**OPERATOR  
WM Recycle America, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature and Title:

## **Attachment A - MRF Advisory Board**

### **1. Purpose**

- A. The MRF Advisory Board (MAB) shall serve as an advisory board to DEP regarding the allocation and direction of educational funds, educational materials, marketing strategies, and materials approved to be received at the MRF.
- B. The MAB shall review information concerning the operation of the MRF and the performance of the Operator.
- C. The MAB shall engage in long-range planning for MRF operation and management.
- D. The MAB may form subcommittees to conduct any of the above-stated business.
- E. The MAB shall serve as an appeals board to mediate differences related to performance standards or other MRF issues between DEP and member communities.

### **2. Membership:**

- A.: The MAB shall consist of fifteen member representatives. Member representation shall be as follows:

#### **1. BERKSHIRE COUNTY**

There will be three (3) seats representing the following communities with a MRF Agreement: Adams, Alford, Becket, Cheshire, Clarksburg, Dalton, Egremont, Florida, Great Barrington, Hancock, Hinsdale, Lanesborough, Lee, Lenox, Monterey, Mount Washington, New Ashford, New Marlborough, North Adams, Otis, Peru, Pittsfield, Richmond, Sandisfield, Savoy, Sheffield, Stockbridge, Tyringham, Washington, West Stockbridge, Williamstown, Windsor. The MAB shall designate a representative every two years to coincide with Section 2D.

#### **2. FRANKLIN COUNTY**

There will be three (3) seats representing the following communities with a MRF Agreement: Ashfield, Bernardston, Buckland, Charlemont, Colrain, Conway, Deerfield, Erving, Gill, Greenfield, Hawley, Heath, Leverett, Leyden, Monroe, Montague, New Salem, Northfield, Orange, Rowe, Shelburne, Shutesbury, Sunderland, Warwick, Wendell, Whately.

#### **3. HAMPSHIRE COUNTY**

There will be three (3) seats representing the following communities with a MRF Agreement: Amherst, Belchertown, Chesterfield, Cummington, Easthampton, Goshen, Granby, Hadley, Hatfield, Huntington, Middlefield, Northampton, Pelham, Plainfield, South Hadley, Southampton, Ware, Westhampton, Williamsburg, Worthington.

#### **4. HAMPDEN COUNTY**

There will be three (3) seats representing the following communities with a MRF Agreement: Agawam, Blandford, Brimfield, Chester, Chicopee, East Longmeadow, Granville, Hampden, Holland, Holyoke, Longmeadow, Ludlow, Monson, Montgomery, Palmer, Russell, Southwick, Tolland, Wales, West Springfield, Westfield, Wilbraham.

5. The City of Springfield shall have one full voting member on the MAB and he/she shall serve until a successor is appointed by the Chief Elected Official of the City of Springfield

6. DEP shall designate two full voting members on the MAB and they shall serve until a successor is appointed by DEP.

- B. The MAB reserves the right to assign representatives to additional communities, and/or reduce the number of communities served, for the purpose of adequate municipal representation, or as deemed necessary to carry out the functions of the Board.
- C. The MAB shall seek nominees from the chief elected official(s) in member communities. Nominees will be reviewed by the MAB and approved for appointment by a simple majority vote. In order to qualify for appointment, the nominee must either live or work in the county he or she will represent.
- D. Each representative shall serve for two years, with terms beginning and ending July 1<sup>st</sup> on odd numbered years. There are no limits on the number of terms a representative may serve. Representatives may be reappointed by the MAB.
- E. The MAB will notify each MRF community of the name of the appointee by whom they are represented. Any municipality that becomes a new MRF community member shall be assigned a representative from existing MAB members.
- F. All MAB members will abide by the MRF Advisory Board By-Laws.

**3. Open Meeting and By-Laws**

- A. The MAB is a public body and will comply with the statutory requirements of the Open Meeting Law, M.G.L. c. 30A §§ 18-25.
- B. The MRF Advisory Board shall establish a set of By-Laws, which shall be approved through a majority vote of all members.

**4. Voting**

- A. Only duly appointed representatives who are present and in the room in which the MAB meeting is taking place can vote on a motion. A representative has only one vote. A simple majority of the representatives present and voting in the affirmative is needed for approval of motions.
- B. When acting as an appeals board, a 2/3 majority of the representatives present and voting in the affirmative is needed for approval.

**5. Recommendations**

- A. Recommendations by the MAB to DEP shall be in writing.
- B. Decisions by DEP relative to MAB recommendations shall be in writing and shall be issued to the MAB within 30 days of receipt of the MAB's recommendation.
- C. DEP shall reconsider any decision if ¾ of the MAB votes in favor of doing so. D. The MAB will consider and respond in writing to all reasonable requests from member communities and DEP within 45 days.

**6. Outreach**

- A. The MAB shall produce an annual report to member communities that includes tonnage at the MRF, accomplishments of the MAB and other activities that seem appropriate.
- B. The MAB shall sustain an ongoing outreach and public education effort, contingent on sufficient funds.



## **Attachment B**

### **RULES AND REQUIREMENTS OF THE SPRINGFIELD MATERIAL RECYCLING FACILITY AND AUTOMATED MATERIALS HANDLING FACILITY**

This document outlines the requirements for use of the Springfield Materials Recycling Facility (SMRF) and Automated Materials Handling Facility (AMH). Failure to comply with these rules and requirements may result in rejection of loads and, if repeated violations occur, termination of delivery rights.

#### **I. Location**

Dual Stream Deliveries:

Springfield Materials Recycling Facility (SMRF)

84 Birnie Avenue

Springfield, MA 01107

Commingled (single stream) Deliveries:

Automated Materials Handling Facility

203 Tremont Street

Springfield, MA 01104

#### **II. Hours of Operation**

The Facility and Delivery Site will receive Recyclable Materials from 7:00 AM to 4:30 PM, Monday through Friday. For weeks during which a Holiday is observed, the the Facility and Delivery Site will receive Recyclable Materials on the Saturday following the Holiday from 9:00 AM to 2:00 PM.

#### **III. Acceptable Recyclable Materials**

Recyclable Containers:

1. Aluminum cans and foil.
2. Tin/Steel cans and lids.
3. Glass – green, brown and clear (less than 2 gallons in size).
4. Plastics tubs and lids, jars and bottles #1-7 (less than 2.5 gallons in size).
5. Gable-top and aseptic containers.

Recyclable Paper:

1. Newsprint – all the newsprint plus inserts that come with daily papers.
2. Mixed paper – magazines, mail, catalogs, used writing paper, brown paper bags, boxboard (cereal boxes), clean pizza boxes, and office paper.
3. Corrugated Cardboard.

#### **IV. Acceptance Standards**

##### Recyclable Containers:

1. Containers must be empty and clean.
2. Glass beverage containers must be intact, excessive broken glass is not acceptable.
3. Must only include the containers listed in Section III. Ceramics, Pyrex, light bulbs, laundry baskets, containers greater than 2.5 gallons, planting pots, Styrofoam, window and auto glass, broken glass, and motor oil jugs are not acceptable.

##### Recyclable Paper:

4. All paper must be clean and dry.
5. Paper should not be placed in plastic bags.
6. No soda or beer holders/cartons, or egg cartons.
7. No waxed paper or waxed cardboard.
8. No paper or cardboard should be bundled in string.
9. Cardboard must be flattened and strings must be removed.
10. Paper must be free of solid waste.

Incoming loads that contain an unacceptable level of contamination which includes, but is not limited to, the following: dirt, sand, food waste, toys, appliances, household and commercial trash, asphalt, wood, concrete, snow, water, hazardous waste, and any other non-recyclables may be rejected, as outlined in Section IV (B) of the Municipal Agreement.

#### **V. On Site Traffic**

Users of the Facility and/or Delivery Site shall obey and adhere to any posted traffic control signs or directions provided by onsite personnel. The speed limit within the Facility and Delivery Site is five (5) miles per hour. This will be strictly enforced to ensure maximum safety at the facility.

#### **VI. User Check-In**

Upon entering the Facility or Delivery Site, all users shall check in at the scale house to be weighed in, complete paperwork, and then proceed as directed to the appropriate tipping area.

#### **VII. Inspection**

The contents of all deliveries, to determine compliance with the Acceptance Standards set forth herein, are subject to inspection and analysis by the Operator, DEP or its agents or designees prior to, during, and/or after unloading.