

Control No.

THIS RECYCLING AGREEMENT (the “Recycling Agreement”) is made as of [MONTH], [DAY] 2025 between the Northeast Maryland Waste Disposal Authority (the "Authority") and Frederick County.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties to this Service Agreement agree as follows:

1. Authority’s Duties.

(a) The Authority shall accept, process, and recycle all Recovered Materials transferred to the Authority by the County during the Company’s Receiving Hours, as described in this Recycling Agreement. The County reserves the right under this Recycling Agreement to import and process through the Transfer Stations, Recovered Materials from locations outside the confines of Frederick County, Maryland, if approved by the Authority. The Authority has sole responsibility for the provision and operation of all Facilities, personnel, and sites necessary to provide the Service. The Authority Representative or his/her delegate shall be available daily to ensure the day-to-day coordination of activities. Upon request of the County Representative, the Authority shall meet with the County. Services requested under this Recycling Agreement shall begin on July 1, 2025 (Operations Date). There is no minimum tonnage guarantee under this Service Agreement.

Beginning on the Operations Date, and continuing throughout the term of this Recycling Agreement, the Company shall provide the Service in accordance with this Recycling Agreement and Applicable Law.

(b) The Authority is obligated to accept, and process all Recovered Material transferred to the Processing Facility by the Authority. Provisions for Hazardous Waste, if any, and Unacceptable Waste, if any, are set forth in Section 2 below.

(c) In support of the Member Jurisdictions’ public education efforts, the Authority will arrange for Company payment to the County in the amount of \$0.50 (outreach payment) per ton of Recovered Material (not including the tonnage allocated to residue based on current commodity composition) accepted (not including heavily contaminated loads under the Authority approved standard operating protocol for heavily contaminated loads) at the Processing Facilities. The County will provide an annual letter to the Authority outlining the disposition of outreach funds by September 1st for the prior fiscal year of outreach payments ending June 30th. In addition, the Authority will arrange for the Company to provide imagery/video and other information as requested for the County to customize and use for public education materials.

The Authority’s Services will be provided in accordance with all applicable standards and Applicable Law.

2. Service Fees

To the extent that any Authority out of pocket professional fees and expenses are attributable to the County, the County shall be required to bear the expense (“Approved Pass Through Costs”). The County shall take all such action as may be necessary to provide for payment of the Service Fee and other amounts due hereunder.

Each fiscal year, the County may include in its annual budget an amount or amounts sufficient to meet all of its obligations under this Agreement or take such other appropriate action as may be necessary to ensure the availability of funds sufficient to meet all such obligations.

From and after the Operations Date, the Authority may charge and collect from the County a Service Fee for each ton of Recovered Material accepted by the Authority, for processing and recycling hereunder.

The Service Fee for single stream material shall be the County’s revenue share minus a Single Stream Processing Fee per the Recycling Service Agreement. The County’s revenue share is 75% of the applicable Member Jurisdiction blended commodity value based on the County’s commodity composition and the applicable commodity market indices. If the County’s revenue share is greater than the Single Stream Processing Fee, the Service Fee shall be a credit to the County.

A blended commodity value shall be computed by adding the first monthly published index values for the single stream material, retroactive to the first of the month. The published index values to be used in computing the MPI are the following:

- For cardboard and residential mixed paper, the following indices published under Fastmarkets RISI PPI Pulp & Paper Week
 - Mixed Paper (54) Northeast - New York (high price)
 - OCC (11) – OBM Northeast – New York (high price)
- For aluminum cans, steel/tin cans, PET, Natural HDPE, Colored HDPE, Plastics (3-7), rigid plastics, and glass the indices published under RecyclingMarkets.net Secondary Materials Pricing New York (NE USA/Maritimes), retroactive to the first of the month. The indices to be used are as follows:
 - Aluminum/beverage cans: Metals Aluminum Cans (Loose, ¢/lb., dropped off at RC) (Regional High price)
 - Steel/tin cans: Metals Steel Cans (Sorted, Loose, \$/ton, dropped off at RC) (Regional High price)
 - Plastics PET (Baled, ¢/lb., picked up) (Regional High price)
 - Average of Regional High Price for Plastics Natural HDPE (Baled, ¢/lb., picked up) and Regional High Price for Plastics Colored HDPE (Baled, ¢/lb., picked up)
 - Plastics Commingled (3-7, Baled, ¢/lb., picked up) (Regional High price)
 - Rigid plastics: Plastics Mixed Bulky Rigid (Baled, ¢/lb., picked up) (Regional High price)
 - Glass 3 Mix (\$/ton Del. as Recyclable/Disposable – Incl. Environmental Fees/Battery Surcharge, etc.) (Regional High price)

- The value of Scrap Metal shall be a fixed rate of \$0.00 per ton.
- The value of Residue in the single stream shall be a fixed rate of ([INSERT RESIDUE PRICE PROPOSAL] per ton.

Below are examples for calculating the Service Fees. The commodity compositions presented in the examples (items i and ii below) shall be used for the term of the Service Agreement or until a Recycling Sort is performed. Each party has the right to request one (1) Recycling Sort at the Processing Facility per Schedule 3 of the Service Agreement during the term of the Recycling Agreement.

The County may also deliver source-separated cardboard to the Processing Facility. The Service Fee for source-separated cardboard shall be 75% of the high Northeast region index for OCC (11) minus the Cardboard Processing Fee per the Service Agreement.

If the County's revenue share is greater than the applicable Processing Fee, the Service Fee shall be a credit to the County.

(i.) Frederick County Single Stream Commodity Composition

Commodity	Commodity Market Index Value	Commodity Composition (no rounding)	Adjusted Value (no rounding)
OCC (11)	\$80.00	22.13%	\$17.70
Mixed Paper (54)	\$40.00	35.03%	\$14.01
Mixed Glass	-\$10.00	16.53%	-\$1.65
Aluminum Cans	\$1,340.00	1.38%	\$18.49
Steel Cans	\$5.00	2.44%	\$0.12
PET	\$380.00	3.85%	\$14.63
HDPE	\$970.00	2.55%	\$24.73
Plastics (3-7)	\$50.00	5.25%	\$2.62
Scrap Metal	\$0.00	0.45%	\$0.00
Rigid Plastics	\$20.00	0.32%	\$0.06
Residue (See Cost Proposal)	-\$71.95	10.07%	-\$7.24
Total		100%	\$83.48

Blended Commodity Value (Market Price Index)	\$83.48 per ton (no rounding)
Frederick County Revenue Share (%)	75%
Frederick County Revenue Share (\$/ton)	.75 * \$83.48 = \$62.61 per ton (no rounding)
Processing Fee	\$115.35 per ton
Service Fee (or Tip Fee) (rounded to the second decimal place)	\$62.61 - \$115.35 = -\$52.74 per ton

(ii.) Source Separated Cardboard

	OCC Market Index Value	Member Jurisdictions' Revenue Share (%)	Adjusted Value
OCC (11)	\$80.00	75%	\$60.00 per ton
Cardboard Processing Fee			\$58.28 per ton
Service Fee (or Tip Fee)			\$1.72 per ton (credit to County)

The Service Fees shall be full and complete payment to the Authority for the services provided under this Recycling Agreement.

The Processing Facility's designated scale (if such scale is certified for commercial transactions by the applicable State where the Processing Facility is located or other regulatory authority records), shall be the basis for payment. The Authority's record shall include the following: gross weight, tare weight, date, time of arrival, time of departure, and vehicle identification (truck or permit number). The Authority shall obtain approval of, inspect, and test the vehicle scales as required by Applicable Law. The Authority, at the written request of the County, in the presence of a County representative, shall do additional tests of all vehicle scales. The cost of the additional tests shall be borne by the County if the scales meet the accuracy requirements of Applicable Law. If any test shows that a scale registers farther above or below the correct reading than permitted by Applicable Law, the charges and calculations based on scale readings made within thirty (30) days preceding the test shall be corrected by the percentage of inaccuracy found. If a test of the scales has been performed during the preceding thirty (30) days, only the readings and related charges and calculations made after that test shall be corrected on the basis of the subsequent test.

The Authority shall provide the County with access to the daily transfer vehicle scale records or email such records to the County upon the County's request.

If vehicle scales at the Processing Facility are not working properly, not certified as required above, or are being tested, the Transfer Stations' designated scales shall be the basis for payment.

The County shall be responsible for Hazardous Waste proven (by providing photo documentation, scale record(s), and truck/trailer identifiers of the hazardous waste load(s)) to have been delivered to the Processing Facility by the County and the actual Hazardous Waste Costs associated with removal and disposal of such Hazardous Waste. In such a situation and upon the Authority's request, the Authority or Company shall handle the removal and disposal of such Hazardous Waste at the cost of the County.

The County shall be responsible for the Unacceptable Waste Disposal Costs for any Unacceptable Waste delivered to the Processing Facility by the County.

If the Authority disputes any amounts owed, parties in good faith may attempt to resolve any dispute pursuant to Section 20 of this Agreement.

If the County exercises its option to renew this Agreement per Section 4 below, the Authority may

request an inflation adjustment to the Service Fees. The inflation adjustment shall be 100% of any increase in the Bureau of Labor Statistics' CPI for all urban consumers Baltimore-Columbia-Towson, MD Area. The adjustment shall compare the most recent reported CPI as of July 1, 2026 (April reference month) to the June 2025 CPI reference month. Thereafter the most recent CPI reported on July 1st of current year (April reference month) will be compared to the CPI used from previous period.

Example Calculation:

Most recent reported CPI as of July 1, 2026 (April reference month): 258.816

June 2025 CPI reference month: 254.354

Index Point Change: $258.816 - 254.354 = 4.462$

Inflation Adjustment: $4.462 / 254.354 + 1 = 1.02$ (The Inflation Adjustment will be rounded to the second decimal place.)

The maximum Inflation adjustment for each one-year period, shall not exceed 1.04 (or 4%).

3. Monthly Payments.

(a) The Company or the Authority shall provide the County with a separate statement or invoice for all amounts payable hereunder by the twenty-fifth (25th) day of the calendar month immediately succeeding the calendar month for which such amounts are payable. Amounts invoiced are due thirty (30) days after receipt of the correct invoice by the Company or the Authority. Each invoice shall set forth the applicable Service Fees, outreach payment, and other charges payable to the Company for the applicable period, together with supporting documentation including scale records, enough to allow the recipient of the invoice to verify the Company's calculations of the Service Fees and other charges for such period. The amounts payable monthly are calculated as follows:

- (i) The amount due for Service Fee payments; MINUS
- (ii) Outreach payment (to be paid as directed by the County); MINUS
- (iii) Delivery Delay Damages; PLUS
- (iv) Approved Pass-Through Costs.

(b) The County is designated as the Authority's billing and collection agents. All recycling revenue and payments should be directed to the County. The Authority will arrange for the Company to provide the County with a statement or invoice (as set forth above and in formats approved by the County) for all amounts payable as well as payments of the Service by the twenty-fifth (25th) day of the calendar month immediately succeeding the calendar month for which service was provided. Correct Invoices shall be paid within forty-five (30) days of receipt.

(c) All Company invoices and statements shall be emailed and/or mailed first class; postage prepaid to the applicable County with a copy to the Authority:

Frederick County
Division of Solid Waste and Recycling
9031 Reichs Ford Road
Frederick, MD 21704
Attention: Recycling Program Manager
MWard@FrederickCountyMD.gov
Phone: 301-600-7406

With a Copy to:
Northeast Maryland Waste Disposal Authority
Tower II - Suite 402
100 South Charles Street
Baltimore, MD 21201-2705
Attention: Accounts Payable
Phone: 410-333-2730
Email: authority@nmwda.org

4. Term.

The term of this Service Agreement begins July 1, 2025, and ends June 30, 2030, with five optional 12-month periods, at the County's sole discretion. The County shall give the Authority 60 days' notice of its intent to renew for each annual option period.

5. Authority and County Representations and Warranties.

The Authority hereby represents the following:

(a) The Authority is a body politic and corporate validly existing under the Constitution and laws of Maryland, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) The Authority has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms.

(c) Neither the execution or delivery by the Authority of this Agreement, nor the performance of the Authority's obligations in connection with the transactions contemplated hereby nor the Authority's fulfillment of the terms or conditions of this Agreement (i) conflicts with, violates or results in a breach of any Applicable Law, or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Authority is a party or by which the Authority or any of its properties or assets are

bound, or constitutes a default thereunder.

(d) No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution and delivery by the Authority of this Agreement except those that have been duly obtained or made.

The County hereby represents the following:

(a) The County is an existing political subdivision of the State of Maryland and a body politic and corporate, duly organized and validly existing under the constitution and laws of the State of Maryland with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) The signatory is authorized to execute and deliver this Agreement and this Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.

(c) Neither the execution or delivery by the County of this Agreement, nor the performance by the County's obligations in connection with the transactions contemplated hereby, nor the County's fulfillment of the terms or conditions of this Agreement (i) conflicts with, violates or results in a breach of any Applicable Law, or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the County is a party or by which the County or any of its properties or assets are bound, or constitutes a default thereunder.

(d) No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution and delivery by the County of this Agreement, except such as have been duly obtained or made.

6. Termination.

(a) Termination for Convenience: The County may terminate this Recycling Agreement for convenience, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 90 days written notice to the Authority. The County shall pay all reasonable costs incurred by the Authority up to the date of termination. The Authority shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

(b) Termination for Default: When a Party has not performed or has unsatisfactorily performed one or more material terms of the Recycling Agreement and therefore is in default, the non-defaulting Party may terminate the Recycling Agreement for default. Upon termination for Default, payment may be withheld at the discretion of the County. Failure on the part of the Authority to fulfill the contractual obligations shall be considered just cause for termination of the Recycling Agreement. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Authority will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work. Each Party will have 60 days within which to cure

a breach of contract, after receiving written notice of default from the other Party.

7. Remedies for Default.

(a) The County shall have the right upon the happening of any Default, without providing notice to the Authority, in addition to other rights and remedies available, to suspend the Authority's authority to receive any undisbursed funds and/or to proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term, or condition set forth in this Recycling Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

(b) Upon termination of this Recycling Agreement for Default, the County may elect to pay the Authority for services provided up to the date of termination, less the amount of damages caused by the Default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

(c) No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Recycling Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Recycling Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Authority, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

8. Insurance.

The Authority will provide or cause to be provided insurance as detailed in Recycling Service Agreement.

9. Assignment.

Neither the Authority nor the County may assign this Agreement without the prior written consent of the other party.

10. Indemnification.

The Authority will provide indemnification in accordance with the Recycling Service Agreement.

11. Integration and Modification.

This Recycling Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Recycling Agreement. No waiver, modification or amendment of the terms of this Recycling Agreement shall be effective unless made in writing and signed by an authorized representative(s) of all parties to this Agreement.

12. Governing Law.

This Recycling Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.

13. Change of Law.

(a) If there occurs an increase or decrease in a fee to transport, process, or dispose of acceptable material imposed by Applicable Law, which the Authority is obligated to pay, this shall be considered a "Change of Law."

(b) Notice of Change of Law. Within 90 days of the adoption or promulgation of an asserted Change of Law, the County or the Authority shall notify the other party such asserted change. Failure to provide such notification shall entitle the receiving party to reject the Change of Law claim.

(c) The Authority may pass through such an increase as an adjustment to the Service Fees. If the adjusted service fee exceeds 110% of the current Service Fee prior to the adjustment, the County may elect to (1) terminate this Service Agreement, or (2) reduce total deliveries of acceptable material to the Authority. If this Agreement is terminated or acceptable material deliveries are reduced, then neither party shall be liable to the other party for any amounts otherwise due hereunder, except for the Service Fee amounts due for acceptable material delivered prior to the effective date of the termination or reduction of deliveries.

14. Severability.

If any of the provisions in this Service Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

15. Time is of the Essence; Uncontrollable Circumstance.

(a) Time is of the essence with respect to performance of the terms and conditions of this Recycling Agreement excepting the event of an Uncontrollable Circumstance (as defined) which prevents either party from performing timely.

(b) A party to this Recycling Agreement shall not be in default or liable to the other party for its failure to perform obligations, if such failure results from an Uncontrollable Circumstance. Notwithstanding the foregoing, the Authority shall diligently overcome or remove such Uncontrollable Circumstance as soon as possible. The Authority must adequately address any inquiries of the County about conditions caused by the Uncontrollable Circumstance, as well as preventative measures put into place by the Authority.

16. Funding.

The contractual obligation of the County under this Recycling Agreement is contingent upon the availability of funds appropriated by the County from which payment for the Services can be made.

17. Notice.

All notices, designations, consents, approvals, and other communications required, permitted or otherwise delivered under this Service Agreement shall be in writing and may be sent by email or delivered by hand or mailed by first class registered or certified mail, return receipt requested, postage prepaid, and in any case shall be addressed as follows:

If to the Authority:

Northeast Maryland Waste Disposal Authority
Tower II, Suite 402
100 South Charles Street
Baltimore, MD 21201-2705
Attention: Executive Director
Phone: 410-333-2730, FAX: 410-333-2721
Email: authority@nmwda.org

If to the County:

Frederick County
Department of Solid Waste Management
9031 Reichs Ford Road
Frederick, MD 21704
Attention: Recycling Program Manager
RCuller@FrederickCountyMD.gov
Phone: 301-600-1848

With a copy to:

Frederick County
County Attorney
Winchester Hall
12 East Church Street
Frederick, MD 21701
Phone: 301-600-1030

If to the Company:

[COMPANY INFORMATION]

With a copy to:

[COMPANY INFORMATION]

18. No Waiver, Etc.

No failure or delay by either Party to insist upon the strict performance of any term, condition or covenant of this Service Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude a Party from exercising any such right, power, or remedy at any later time or times.

19. Disputes.

The parties shall in good faith attempt to resolve any dispute or matter in controversy under this Service Agreement. All disputes under this Recycling Agreement, if not resolved by the parties, shall be resolved by courts of competent jurisdiction in the State of Maryland, venue in Frederick County, Maryland and in accordance with the laws of the State of Maryland. Pending resolution of any dispute, the Authority is obligated to continue performance of the Service Agreement.

20. Performance Security.

Prior to the Operations Date and per the Recycling Service Agreement, the Authority shall obtain from the Company a Performance Bond or Letter of Credit (LOC) from a surety, insurance company, or financial institution acceptable to the County, covering the performance obligations of the Company under Recycling Service Agreement.

IN WITNESS WHEREOF, The Authority and the County have executed and sealed this Agreement as of the date first written above.

WITNESS:

**NORTHEAST MARYLAND WASTE
DISPOSAL AUTHORITY**

By: _____

Date: _____

WITNESS:

Frederick County, Maryland

By: _____

Date: _____

DEFINITIONS

"Affiliate" means any other Person who controls, is controlled by, or is under common control with the Company.

"Agreement" means this Recycling Agreement between the Authority and the Company including all Schedules attached hereto.

"Applicable Law" means any law, regulation, requirement or order of any Federal, State or local agency, court or other governmental body (including, without limitation, the County's Comprehensive Solid Waste Management Plan and all permits, licenses and governmental approvals required as of the date of the Recycling Agreement), applicable to the performance of any obligations under the Recycling Agreement or any other agreement entered into in connection with the Recycling Agreements.

"Approved Pass-Through Costs" means costs approved in writing, in advance of incurring the costs, by the County, the Authority.

"Authority Representative" means the authorized representative of the Northeast Maryland Waste Disposal Authority.

"Billing Period" means each calendar month during the term of this Agreement except that the first Billing Period shall begin on the Operations Date and shall end on the last day of the month in which the Operations Date occurs and the last Billing Period shall end on the last day of the term of this Agreement.

"Billing Statement" means the monthly statement of costs including the Recovered Material Fee invoice payable by the Authority to the Company.

"Business Day" means any day other than Saturday, Sunday or a day on which either State or national banks in Maryland are not open for normal banking business.

"Commodity Share" means the commodity proportionate share, expressed as a percentage, of an established mix of processed Recovered Material as identified herein and adjusted according to periodic Recycling Sorts.

"Company" means _____ and its permitted successors and assigns.

"Disposal Facility" means an Authority approved facility for disposal of Residue and/or non-processable waste.

"Event of Default or Default" means an Event of Default or Default as set forth in Sections 6 and 7.

“Facility or Facilities” means any component of the Company’s system, which receives, processes, transports, recycles, and/or disposes of waste and any Residue or byproduct of processing solid waste.

“Hazardous Waste” means:

- A. Any Waste or substance, the treatment, storage or disposal of which, because of the composition or characteristics of the Waste or substance, is unlawful to treat, store or dispose of at the Recycling Facility or other facilities to be used in providing the Service and is considered hazardous waste under Applicable Law, including, without limitation, Wastes that are:
 - 1. regulated as a toxic or hazardous waste as defined under either Subtitle C of the Solid Waste Disposal Act, 42 U.S.C. §§ 6921-6939a, or Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. § 2605(e), as replaced, amended, expanded or supplemented, and any rules or regulations promulgated thereunder, or under the Environment Article of the Annotated Code of Maryland, Title 7, Section 7-101 et seq., as replaced, amended, expanded, or supplemented, and any rules or regulations promulgated thereunder; or
 - 2. low level nuclear Wastes, special nuclear Wastes or nuclear byproduct materials, all within the meaning of the Atomic Energy Act of 1954, as replaced, amended, expanded or supplemented, and any rules, regulations or policies promulgated thereunder.
- B. Any other Waste which any Governmental Body or unit having appropriate jurisdiction shall lawfully determine, from time to time, to be ineligible for disposal through facilities of the type being used to provide the Service because of the harmful, toxic, or dangerous composition or characteristics of the Waste or substance. Any such designation would, under the Agreement, be considered an Uncontrollable Circumstance as defined in the Agreement.

“Hazardous Waste Costs” means with respect to Hazardous Waste proven to have been delivered to a Facility by the County, the actual costs of the removal and disposal of such Hazardous Waste to a Hazardous Waste permitted facility and all other costs and liabilities associated with or arising from the removal, transportation or disposal of such Hazardous Waste; provided, that Hazardous Waste Costs do not include:

- A. any costs or liabilities incurred due to the Authority’s negligence, willful misconduct or failure to adhere to Applicable Law or the Hazardous Waste Protocol in connection with any Waste it knows or should know to be Hazardous Waste;
 - B. any costs incurred by the Authority for the operation or maintenance of a Facility as a result of the discovery of Hazardous Waste;
 - C. any costs or liabilities paid by any third party or insurance policy.
- Hazardous Waste Costs also include the cost of any repairs or alterations to a Facility necessitated

by the presence or inadvertent Acceptance of such Hazardous Waste and all liabilities, damages, claims, demands, expenses, suits or actions including reasonable appeals, notices of violations, fines, penalties and attorney's fees in connection with any civil or administrative proceeding arising from the presence of such Hazardous Waste at a Facility or the removal or disposal of such Hazardous Waste including, without limitation, any suit for personal injury to, or death of, any person or persons, or loss or damage to property resulting from the presence, removal, disposal or inadvertent processing of such Hazardous Waste.

The County shall be responsible for Hazardous Waste proven to have been delivered to a Facility by the County, the actual costs of the removal and disposal of such Hazardous Waste to a Hazardous Waste permitted facility and all other costs and liabilities associated with or arising from the removal, transportation or disposal of such Hazardous Waste.

"Labor Action" means a strike, lockout or other similar work shutdown or stoppage by workers.

"Landfill" means the Frederick County Landfill, located at 9031 Reichs Ford Road, Frederick, MD 21704.

"MRF" means the Material Recovery Facility or Processing Facility.

"Non-performing Party" means a party to this Agreement who fails to perform any obligation or comply with any requirement of such party under this Agreement.

"Notice of Termination" means a written notice requiring the termination of this Recycling Agreement due to an Event of Default that specifies the factual basis for such termination and the date on which this Agreement will terminate as set forth in this Recycling Agreement.

"Operations Date" means the date the Authority begins to load and transfer Recovered Material from the Transfer Station. Operations will begin concurrent to the Operations Date of the Recycling Services Agreement.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company or unincorporated organization, or any government unit or agency or political subdivision not otherwise expressly named in this Agreement.

"Process or Processing" means the preparation necessary to render recyclables acceptable to markets and/or designated buyers and may include, but not be limited to, sorting, cleaning, shredding, baling, crushing and densifying.

“Processing Facility” means the Recovered Materials recycling facility identified by the Authority as the facility for final processing of Recovered Material delivered by the County under the Agreement. The Authority must provide a Disposal Facility for all Residue and non-processible waste. The Authority’s Processing Facility for single stream material is located at 7175 Kit Kat Road, Elkridge, MD 21075. The Authority’s Processing Facility for source separated cardboard, if applicable, is located at [ADDRESS]

“Receiving Hours” means the Company Processing Facility Receiving Hours from 4:00 a.m. until 9:00 p.m. (Monday through Friday) and Saturday from 6:00 a.m. until noon, or such other hours as may be established in writing from time to time by the Authority Representative and the Company Representative. In the event of an emergency condition affecting the Authority’s transportation contractor(s) access to the Processing Facility or the ability for the Company to process the Recovered Material in an effective and efficient manner, Parties agree to cooperate to ensure timely Service, including modifying Receiving Hours as needed. There are seven (7) observed holidays, as follows: Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Christmas Day, New Year’s Day, and Memorial Day. The Facility will follow a 1-day delay schedule (slide schedule) during the week following one of these holidays.

“Recovered Materials” means recyclable materials that are separated from the waste stream prior to arriving at the Transfer Station. Schedule 1 lists the acceptable Recovered Materials under the Recycling Service Agreement. The Authority shall not reject acceptable materials that are wet due to weather conditions. This list may be updated by addition or subtraction, from time to time, with mutual consent by both parties, of materials that apply to all Processing Facility customers, including other local governments.

“Recycling Sort” means a sort performed in accordance with Schedule III of Recycling Service Agreement.

“Required Insurance” means the types and amounts of insurance set forth in Schedule II of the Recycling Service Agreement.

“Residue” means non-recyclable material recovered from the Company’s processing technologies. No material under Schedule 1 of this Agreement can be defined as Residue.

“Service” means the acceptance, processing and recycling of Recovered Materials delivered to the Company pursuant to the Recycling Agreement.

“Recycling Service Agreement” means the Recycling Service Agreement between the Authority and the Company, dated _____.

“Service Fee” is defined in Section 2 of Recycling Agreement and Recycling Service Agreement.

“Subcontractor Default” means the failure of any Subcontractor that is not an Affiliate of the Company or other subcontractor or supplier (except an Affiliate of the Company) selected with reasonable care to furnish labor, services or equipment.

"Ton" means a "short ton" of two thousand (2,000) pounds.

"Transfer Station(s)" means the transfer station located at the Frederick County Landfill.

"Unacceptable Waste" means:

- A. Hazardous Waste; and
- B. That portion of solid waste the disposal of which (i) may present a substantial endangerment to public health or safety, or (ii) would cause Applicable Law to be violated, or (iii) is likely to materially adversely affect the operation of a facility; provided, however, that if such Unacceptable Waste (other than Hazardous Waste) is delivered in quantities and concentrations as determined by the Member Jurisdiction and as part of normal collections so as not to have the effect described in clauses (i), (ii) and (iii) above it shall constitute acceptable Waste or Recovered Material unless otherwise directed by State or federal regulatory authorities. The Unacceptable Wastes described in this paragraph (B) shall include:
 - 1. Pathological and biological waste, explosives, medical and infectious waste, cesspool and other human waste, human and animal remains;
 - 2. Large automobile and vehicular parts, trailers, agricultural equipment, marine vessels, whole tires, compressed gas tanks;
 - 3. Oil sludge or liquid wastes; and
 - 4. Radioactive materials as defined in COMAR 26.15.02.
 - 5. Propane canisters, helium balloon tanks, and refrigerant containers

"Unacceptable Waste Disposal Cost" if applicable, the County will reimburse the Authority for the cost of disposal of Unacceptable Waste in accordance with Section 2(a) of the Recycling Agreement.

"Uncontrollable Circumstance" means an event or condition listed in this definition, whether affecting the Authority, the County or the Company, that has, or may reasonably be expected to have, a material adverse effect on performance under this Agreement, if such event or condition is beyond the reasonable control, and not the result of willful or negligent action or a lack of due diligence, of the Non-performing Party relying thereon as justification for not performing any obligation or complying with any condition required of such party hereunder, for delaying such performance or compliance. The following events or conditions, and no others, shall constitute Uncontrollable Circumstances if they meet the requirements of the preceding sentence:

- A. an act of God (excluding reasonably anticipated weather conditions for the applicable geographic areas), hurricane, landslide, earthquake or similar occurrence, fire, explosion or other casualty, an act of the public enemy, war, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, or sabotage;

- B. the failure of the jurisdiction in which a facility is situated or the appropriate federal or state agencies or public utilities having operational jurisdiction in the area or location of the facility to provide and maintain and assure the maintenance of all utilities services (excluding sewage and water lines) to the facility for operation of the facility, provided they are essential to the facility; and
- C. a non-Company or non-subcontractor Labor Action.

No other conditions of any kind shall be considered an Uncontrollable Circumstance for the purpose of this Recycling Agreement. In no event will Subcontractor Default or a Company Labor Action constitute an Uncontrollable Circumstance.

The term "reasonable control" includes investigation or planning that is required by sound management or industry practices. No change in any Applicable Law imposing or increasing any tax, fee, assessment or charge shall constitute an Uncontrollable Circumstance. The Authority shall not be liable for the loss of any tax benefits relating to the Service for any reason whatsoever, if any.