

PRELIMINARY DRAFT VERSION of the Joinder Agreement:

A Summary of Proposed Terms and Conditions to Facilitate Review and Comment

Prepared by the Municipal Review Committee, Inc., October 2015

<i>Section</i>	<i>Description</i>
Parties	Signed by the Municipality (known as the “Joining Member”) and the MRC
1.0 Definitions	Many terms are defined either in the context of the Joinder Agreement or in the Master Waste Supply Agreement or the Site Lease
2.0 Term	Initial term is 15 year from the start of commercial operations as defined in the Site Lease Joining Members can extend the Agreement three times for 5 years each, or can terminate with nine months’ notice before the end of any term. MRC can terminate Agreement if sufficient Joining Members do not extend.
3.0 Waste Delivery	Joining Members <ul style="list-style-type: none">• Will deliver MSW on an exclusive basis under the Agreement.• Will provide an estimate of tons of MSW to be delivered, but will not be penalized for shortfalls against the estimate.• Can continue their waste reduction and recycling programs.• Will not change scope of responsibility for managing MSW without MRC consent.• Are subject to penalties for violating exclusivity if they act to send MSW under their control to another disposal facility.• Agree to pay a special assessment pro rata with all other Joining Members only if (i) there are system-wide delivery shortfalls of MSW below 150,000 tons per year not otherwise mitigated; and (ii) the MRC owes Fiberight more than it has set aside in reserve for such contingencies• Will not deliver Unacceptable Waste.
4.0 Tip Fees and Rebates	Per the Master Waste Supply Agreement <ul style="list-style-type: none">• The initial tip fee will be \$70 per ton.• Joining Members will be invoiced weekly and will pay in 30 days• The MRC will manage calculation and payment of rebates to the Joining Members
5.0 Authorization	The Joining Member <ul style="list-style-type: none">• Authorizes the MRC to administer its interests in the Master Waste Supply Agreement and the Site Lease.• Remains (or becomes) an MRC member• Accepts the MRC Bylaws and Articles of Incorporation
6.0 Transportation and Bypass	If the Fiberight facility cannot accept MSW, the Joining Member will send its MSW to the Crossroads Landfill and will comply with the applicable rules for delivery. This might happen if

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Page 2

	<ul style="list-style-type: none">• As of April 1, 2018, if the Fiberight Facility has not yet achieved commercial operation• During the Term the Fiberight Facility needs to bypass the MSW• There is a Force Majeure event or other casualty event
7.0 Existing Assets	The MRC will manage the disposition of the assets of the Equity Charter Municipalities, including the Tip Fee Stabilization Fund, other funds, and partnership share interests in PERC, per Exhibit B. PLEASE READ THIS EXHIBIT CAREFULLY!
8.0 Indemnification	Reciprocal
9.0 Assignment	Limited
10.0 Events of Default and Terminations	Very limited. The MRC and Joining Members are expected to comply with their commitments.
11. Other provisions	The MRC will consult with Joining Members and coordinate responses to Force Majeure events, Changes in Law and other contingencies. Other typical contractual provisions are included.
Signature	Will need to be signed by an authorized party with evidence of proper authorization and procedure
Exhibit A	Executed version of the Master Waste Supply Agreement
Exhibit B Disposition of PERC Related Assets	Tip Fee Stabilization Fund: see enclosed matrix Operating Funds: roll over (nominal) fund balances to the MRC Debt Service Reserve Fund: TO COME PERC LP interests: manage ultimate distribution
Exhibit C Components of Ratification	To ratify the agreement properly, Joining Members will need to <ul style="list-style-type: none">• Execute the agreement with proper evidence of authorization and authority• Provide baseline information on estimated municipal deliveries, existing methods for MSW collection and delivery, and existing recycling programs• Designate preferences for participating in regional approaches to transportation and management of hard-to-manage materials and delivery of source-separated recyclables or other materials