

**AMENDMENT TO AGREEMENT RELATIVE TO THE
WITHDRAWAL OF THE TOWN OF HEBRON FROM THE HEBRON-
BRIDGEWATER REGIONAL REFUSE DISPOSAL DISTRICT**

THIS AMENDMENT is entered into this ____ day of January , 2011, by and among the Town of Bridgewater, acting through its Board of Selectmen, and the Town of Hebron, acting through its Board of Selectmen, and acting collectively as the Regional Refuse Disposal District Committee of the Hebron-Bridgewater Regional Refuse Disposal District.

RECITALS

A. The Towns of Bridgewater and Hebron have entered into an agreement relative to the withdrawal of the Town of Hebron from the Hebron-Bridgewater Regional Refuse Disposal District (hereinafter the "Withdrawal Agreement").

B. The Towns of Bridgewater and Hebron wish to clarify the Withdrawal Agreement by amending Section 3(c).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Section 3(c) of the Withdrawal Agreement shall be amended to read as follows:

The Town of Hebron and the Town of Bridgewater shall share equally in the cost of all future liabilities required by the New Hampshire Department of Environmental Services ("DES") relative to landfill ONLY, including penalties or fines or remediation for any and all liabilities incurred relative to landfill only within the entire Refuse District land area before the date of withdrawal of the Town of Hebron. Landfill includes failure of any existing landfill or failure of any monitoring well. This does not include any liabilities arising hereinafter relative to the incinerator building, and the actual use of the incinerator, scrubber, and related incinerator equipment. This obligation shall not include annual monitoring costs. Prior to the District undertaking any work ordered by DES, the Town of

Hebron is to be notified of the scope of the work to be performed, its estimated cost, as well as the intended contract on any bids required by the District in association with the work required by DES.

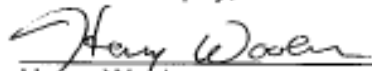
Furthermore, any annual assessment for the Town of Hebron relative to the annual budget shall be pro-rated as of the day of departure of Hebron from the district.

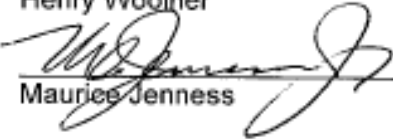
Furthermore, if in the future the incinerator should be sold or otherwise disposed of, the proceeds shall be applied to the remainder of the bond, if any balance is owed on it.

- 2. Other than the amendment provided for in Paragraph 1, no other amendments are intended by this Agreement.

TOWN OF BRIDGEWATER
By its Selectmen, and as
Commissioners of the District


Terence Murphy, Chairman


Henry Woolner


Maurice Jenness

TOWN OF HEBRON
By its Selectmen, and as
Commissioners of the District

John Matthews, Chairman

John Dunklee

Curtis Mooney