

COPY

AGREEMENT

This Agreement is entered into this 1st day of November, 2010, 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 establishment of a Regional Refuse Disposal District pursuant to RSA Chapter 53-B (the "Agreement").
- B. The Agreement does not contain a provision permitting the withdrawal of a member town.
- C. The Town of Hebron wishes to withdraw from the Hebron-Bridgewater Regional Refuse Disposal District (the "District").
- D. The Towns of Bridgewater and Hebron wish to amend the Agreement to provide a mechanism for the Town of Hebron to withdraw from the District.

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

1. The Selectmen of the Town of Bridgewater and the Selectmen of the Town of Hebron, acting individually and as members of the District Committee, shall support an amendment of the Agreement, which will be presented to the voters in each town of the District, in accordance with Section 9 of the Agreement. The amendment shall be presented to and approved by the Disposal Committee. Upon the favorable majority vote of the members of the



Disposal Committee, the Committee shall deliver to the Selectmen of each town a copy of the proposed amendment, and the Selectmen of the member towns shall cause such proposed amendment to be made available for public scrutiny for a period of no less than thirty (30) days before it is presented to the voters for their adoption.

2. The proposed Amendment shall take the following form:

11. WITHDRAWAL OF MEMBER TOWN. A member town may withdraw from the district upon payment of its fair share of all costs and commitments incurred by the district while the withdrawing town was a member, as determined by the Disposal Committee.

3. The parties agree that the fair share of the costs and the terms of the withdrawal of the Town of Hebron from the District shall be as follows:

- a) The Town of Hebron shall be allowed to withdraw from the District, upon providing to the District thirty (30) days' advanced notice, in writing.
- b) The Town of Hebron shall be responsible for its share of the existing bond held by the District until the bond is paid in full. The Town of Hebron shall take all steps necessary to satisfy the requirements of Northway Bank holding the bond to the extent that the Town of Hebron's withdrawal from the District alters the terms of the bond. The District shall not amend, increase, or otherwise change the bond, except as required by Northway Bank or its successors and the Town of Hebron shall not be obligated to pay more than presently owed, should the District alter the bond in a manner not required by said lending institution.
- c) 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 closures or penalties or fines or remediation for any and all liabilities incurred before the date of withdrawal of

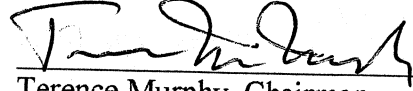
the Town of Hebron, anticipated to be in the range of \$27,750 for each town. These amounts are subject to change in the event that DES imposes additional obligations on the District or there is a future failure of the existing facilities which requires environmental remediation or additional improvements at these facilities. 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 intended contractors in any bids required by the District in association with the work.

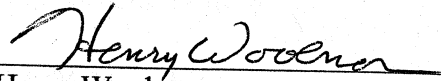
- d) The Town of Hebron relinquishes any rights it may have had in any of the real or personal property of the District.
- e) The Towns of Bridgewater and Hebron shall cooperate in the formulation and adoption of a budget for the District for the year 2011, in accordance with Section 8 of the Agreement, in order to ensure an orderly and flexible transition. The Town of Hebron shall pay its share of the operation of the District until the effective date of the Town of Hebron's withdrawal.
- f) In the event that a town is admitted to the District after withdrawal by the Town of Hebron, the District will charge to that town a portion of the acquisition and construction costs and the portion of the bond payments associated with acquisition and construction of the facility paid by the Town of Hebron and the Town of Bridgewater shall be reduced equally to reflect the payment by the new town.
- g) The Town of Hebron shall withdraw on or before December 31, 2011.

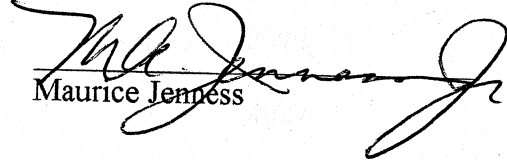
A handwritten signature in black ink, appearing to be 'J. M. M.', located in the bottom right corner of the page.

4. This Agreement is the entire agreement between the parties and may only be amended by a written instrument, signed by both parties.


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

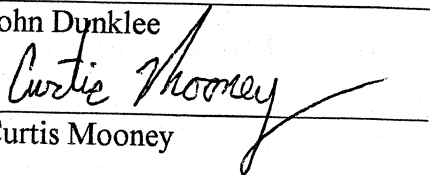

Terence Murphy, Chairman


Henry Woolner


Maurice Jenness

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


John Matthews, Chairman

John Dunklee

Curtis Mooney

