



Short Paper Fiber Supply Agreement

Parties: Town of Candia
(hereinafter "Customer") and
Casella Organics (hereinafter "Casella")

Customer Address: Town of Candia
Candia Town Hall
74 High Street
Candia, NH 03034

Customer Phone Number: 603-483-8101

Duration: October 1st – October 31st

Amount of Material: 2,000 - Cubic Yards of Short Paper Fiber (SPF)

Project Location: Candia, NH – Town owned Ash Landfill
119 New Boston Road,
Candia, NH 03034

Casella's Obligations:

1. Casella will deliver Short Paper Fiber (SPF) from the Erving Paper Mill to the Project Location to be utilized by Customer as a Low Permeability soil.
2. Casella shall provide Customer with guidance on materials management, and monthly summaries of all material deliveries.
3. Casella warrants the quality of the incoming material, and will provide technical data to demonstrate suitability for the intended use.

4. Casella shall work with the engineer and the State as necessary to assist in securing authorization for the use of SPF.
5. Casella will warranty the low permeability characteristics of the SPF when used in accordance with Best Management Practices (BMP's) provided by Casella.
6. Casella agrees to defend, indemnify and hold harmless Customer, its agents, officers, and/or employees from and against all claims, damages, losses or actions brought against Customer which are caused by Casella, its agents, officers, directors, and/or employees pursuant to this Agreement.

Customer's Obligations:

1. Customer reserves and agrees to accept deliveries solely from Casella for the approximate volumes of SPF stated in this Agreement.
2. Customer is responsible for obtaining the landfill closure permit that includes authorization for use of SPF from the Erving Paper Mill.
3. Customer shall maintain all-weather, open access to the Project Location during the delivery period
4. Customer shall be responsible for timely stockpiling of the SPF. SPF must be stockpiled according to Best Management Practices (BMP's) provided by Casella.
5. Customer shall have the ability to manage deliveries of up to 2,000 CY's per month, and provide adequate stockpiling space at the Project Location for the volumes of SPF required.
6. Customer shall be responsible for placement the SPF/low permeability soil on the landfill according to the engineer's specifications.
7. Customer agrees to follow all state and federal regulations pertaining to the use of SPF.
8. Customer authorizes Casella and its representative's access to the Project Location to inspect the use of the materials, and sample any SPF or low permeability soil manufactured from SPF.
9. Customer agrees to defend, indemnify and hold harmless Casella, its agents, officers, and/or employees from and against all claims, damages, losses or actions brought against Casella which are caused by the Customer, its agents, officers, directors, and/or employees pursuant to this Agreement.

Fees:

1. Customer will not pay Casella for this project. Casella will deliver SPF from the Erving, MA, Paper Mill to the customer at a cost of \$0 per ton (1 cubic yard of SPF = approximately 1500 lbs) during the time period of October 1, 2014 – October 31, 2014.

Permits & Approvals:

SPF delivery is subject to receipt by Casella and Customer of evidence of approvals from local and State authorities, as required for the utilization of SPF for the intended uses.

Force Majeure:

Both Parties shall use their best efforts to fulfill the terms of this Agreement, but shall not be responsible for Force Majeure events. Force Majeure shall mean any event which is beyond the reasonable control of, and without the fault of, the party claiming Force Majeure, including but not limited to fire, flood, emergencies, facility breakdowns, facility closures, acts or actions of government or court, sabotage, and civil insurrection.

Delivery Schedule:

Casella will start delivery to the site on/about October 1, 2014. The approximate delivery schedule for the impermeable layer (subject to change, but for planning purposes) is as follows:

October 2,000 CYS

This Agreement represents the entire undertaking of all parties. No other agreement, guaranty, or liability of any party is created.

Customer:

Casella Organics

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____