A PROGRAM PROVIDING FOR STATEWIDE COLLECTION AND RECYCLING OF MERCURY-CONTAINING LAMPS DISPOSED BY COVERED ENTITIES IN VERMONT

SUBMITTED BY:

THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION ON BEHALF OF DESIGNATED MANUFACTURERS OF MERCURY-CONTAINING LAMPS, PURSUANT TO 10 V.S.A. Chapter 164A

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Table of Contents

	Page Number
Executive Summary	**3**
Introduction	**4**
Participating Manufacturers	**5**
Covered Products	**6**
Products Sold by Manufacturers Not Participating in this Program	**6**
Planned Program Operations	**6**
Requirements for Collection Sites	**7**
Obtaining Services Provided by the Program	**8**
Retailers	**9**
Individual Towns and Solid Waste Management Districts	**9**
Processing of Waste Lamps	**10**
Public Education and Outreach	**10**
Tactics	**11**
Annual Report	**13**
Plan Audit	**14**
Amendment	**14**

Appendix A: **Definitions and Abbreviations**

Appendix B: **Participating Manufacturers**

Appendix C: **Participation Agreements**

Appendix D: **Recycler's Standard Terms & Conditions**

Appendix E: **Participation Agreements Received After April 30, 2018**

Appendix F: **Participating Collection Locations**

Executive Summary

This proposed program for the recycling of mercury-containing lamps (the "Program") has been prepared according to the requirements o*f "An act relating to the collection and disposal of mercury-containing lamps,"* (the "Act"), signed by Vermont Governor Peter Shumlin in May 2011. This law requires manufacturers of mercury-containing lamps, individually or collaboratively, to submit a collection plan that provides for the collection of mercury-containing lamps from "covered entities," as defined in the Act. Collection must be available at no cost to consumers at the point of disposal. The required elements of the collection plan, as well as other manufacturer obligations, were enacted as Senate Bill 034 and are codified in 10 V.S.A. Chapter 164A.

This plan describes a program of activities that will extend from January 1, 2021, to December 31, 2023. The manufacturers obligated under the Act that have elected to comply by participating in this three-year program are listed in Appendix B together with copies of signed manufacturer agreements. These companies will fund the program collectively through the National Electrical Manufacturers Association (NEMA).[1] NEMA staff – or a designated representative thereof – will serve as principal point of contact for Program activities, heretofore cited as "Program Coordinator."

Section § 7154 of the Act lists four required elements of manufacturer collection programs:

- Free collection of mercury-containing lamps. The collection program shall provide for free collection of mercury-containing lamps from "covered entities," which are defined in the Act as "*any person who presents to a collection facility that is included in an approved plan:*
  (A) any number of compact fluorescent mercury-containing lamps; or
  (B) Ten (10) or fewer mercury-containing lamps that are not compact fluorescent lamps."

  The Program shall accept all eligible, mercury-containing lamps brought to its collection sites, regardless of whether the manufacturer of the lamp is a program participant. All costs incurred through the collection, transport, and processing of eligible lamps will be borne by the Program.

- Convenient collection locations.
  - The program must provide its service to all municipal collection locations and all retailers that sell mercury-containing lamps to opt to be a collection facility; and.

[1] See www.nema.org. Most participants in this program are Member Companies of the NEMA Lighting Products Division.

- at a minimum, the program must have not less than two collection facilities in each county.

- Public Outreach. The collection plan must include an education and outreach program that may include *"media advertising, retail displays, articles in trade and other journals and publications, and other public educational efforts."* At minimum, education and outreach activities shall notify the public of the following:
  - That there is a free, statewide collection program for mercury-containing lamps,
  - The location of collection points and how a covered entity can access the program, and
  - Special handling considerations associated with mercury-containing lamps.

- Compliance with appropriate environmental standards. The Act dictates that the Program must be designed and operated in compliance with "*all applicable laws related to the collection, transportation, and disposal of mercury-containing lamps"* as well as "*any special handling or disposal standards established by the secretary for a mercury-containing lamp or for the collection plan of the manufacturer."*

This proposed Plan is submitted pursuant to the above-referenced provisions of the Act for all applicable types of lamps provided by "covered entities" (See Appendix A for definitions of this term and others used herein.) The manufacturers listed in Appendix B will fund all activities conducted by the Program, which will be under the administrative management of NEMA.

All aspects of the Program, as described herein, are subject to review and approval by the Vermont DEC, as outlined in §7156 of the Act.

Introduction

In May 2011, Vermont Governor Peter Shumlin signed S.034 into law, thereby enacting "*An act relating to the collection and disposal of mercury-containing lamps."* [2] The second statewide lamp recycling mandate to be passed in the US (Maine was the first), S.034 dictates that manufacturers of mercury-added lamps sold or distributed in Vermont to "*…individually or as a participant in a stewardship organization, shall submit a collection plan to the secretary for review."* The plan must outline a program for the collection and recycling of mercury-containing lamps from "covered entities" throughout the state. The Vermont DEC has administrative authority to approve the program, following review and public comment.

Important statutory definitions pertaining to various elements of the Act are provided in Appendix A.

[2] See https://legislature.vermont.gov/statutes/chapter/10/164A

Participating Manufacturers

This proposed plan for recycling of mercury-containing lamps from covered entities in Vermont has been facilitated through the NEMA Light Source Section. The plan is submitted on behalf of NEMA Member companies and other, non-NEMA Member lamp manufacturers in fulfillment of their obligations under the Act. All participating companies are listed in Appendix B.

The manufacturers listed in Appendix B will fund all activities conducted by the Program, which will be under the administrative management of NEMA. In addition, each participating manufacturer has provided adequate representation, through signed agreements attached in Appendix B, to certify that:

- NEMA is not a stewardship organization and therefore the manufacturer assumes all responsibilities, obligations, and liabilities of the Plan and Program.
- NEMA is providing recycling program coordination services to multiple individual lamp manufacturers under a common mercury-containing lamp collection and recycling Plan and Program to facilitate a more efficient Program than individual manufacturers could provide on their own.
- Any failure to meet statutory requirements and obligations of the Plan or Program is the responsibility of the manufacturer. Any violation of statute may result in Vermont Department of Environmental Conservation taking action against the manufacturer for failure to meet statutory obligations.

NEMA will facilitate and manage Program operations on behalf of the companies listed in Appendix B for the full term approved by DEC but will not function as a Stewardship Organization as that term is defined and used in 10 V.S.A. Chapter 164A. The NEMA role will be solely administrative, and all legal obligations under the Act will remain with the participating manufacturers.

Additional manufacturers of mercury-containing lamps used by covered entities are eligible to participate in the Program by meeting the requisite financial requirements established by NEMA in accordance with existing participants. Interested companies are advised to contact NEMA, Attention: Lamp Recycling Program Coordinator, 1300 N. 17th Street, Suite 900, Rosslyn, VA 22209, email: support@lamprecycle.org, Phone: 800-301-1852.

Following approval of the plan by the Vermont DEC, NEMA will commence implementing the Program on January 1, 2021, as required by the Act. The Program will remain in effect for the 3-year period ending December 31st, 2023.

Covered Products

As specified by 10 V.S.A. 164A, products eligible for collection under the Program include general purpose lamps to which mercury is intentionally added during the manufacturing process. "Mercury-containing lamp" does not mean a lamp used for medical, disinfection, treatment, or industrial purposes. [See § 7151 (5) of the Act.] General purpose lamps can include compact fluorescent lamps as well as ten (10) or fewer general service lamps, including linear fluorescent lamps that are less than or equal to 8 feet in length, U-tube or Circline fluorescent lamps, and high intensity discharge (HID) lamps.

Products Sold by Manufacturers Not Participating in this Program

§ 7152 of the Act states that manufacturers of mercury-containing lamps cannot provide mercury-containing lamps for sale in Vermont beyond July 1, 2012 unless they implement an approved collection plan and satisfy other requirements. The Vermont DEC retains the authority to ensure that current and past manufacturers of mercury-containing lamps sold in Vermont are compliant with the law.

The Program – through NEMA – may, upon request, provide DEC with information on costs incurred by the Program due to non-participating manufacturers. Any information supplied to DEC will be deemed business confidential.

Planned Program Operations

Under the Program, all municipal solid waste management facilities and retailers who sell mercury-containing lamps in Vermont will have access to the services of a designated lamp recycler. These services may be obtained by completing and submitting a participation agreement to the Program. Upon receipt, the Program will authorize the designated lamp recycler to create an account and email information to the facility or retailer point-of-contact on how to access Program services.

The designated lamp recycler will, without charge:

- Provide containers, services, and support for the collection of each type of eligible lamp returned by covered entities;
- Arrange for the transport of eligible lamps from collection sites to the recyclers' processing facility;
- Recycle waste lamps in accordance with all applicable federal, state, and local regulations; and
- Provide information on handling and practices for compliance with the universal waste rules adopted pursuant to Subchapter 9 of Vermont Hazardous Waste Management Regulations and all other applicable requirements.

The Program will compensate the designated lamp recycler(s) for these services.

Alternatively, qualified collection sites that provide such services on their own may request reimbursement from the Program for eligible costs incurred for transportation and recycling activities in amounts up to but not exceeding the amount established under contract with the designated lamp recycler(s).

The Program provides the services outlined above through vendors selected under a competitive bidding process. These companies are retained by the Program through private contracts, which specify the services to be provided in detail and list the terms and conditions applicable to collection sites. The Program, at its sole discretion, may modify or extend the term of the agreement(s) with current vendors or, if circumstances warrant, terminate existing contracts, and retain new vendors through a further competitive solicitation.

As of the date of this submittal, the Program has contracted with Veolia ES Technical Solutions LLC ("Veolia") until April 2022. The contract specifies procedures whereby retailers and municipalities who agree to participate in the collection of mercury-containing lamp waste pursuant to the Program can order and receive Veolia Recycle-Pak® collection containers for mercury-containing lamp waste, which are paid for by the Program. When filled, these containers are shipped to Veolia for recycling services, the cost of which are reimbursed by the Program pursuant to the NEMA Services Agreement with the company. Shipping terms may include Less than Truckload (LTL) or FedEx Ground. LTL shipping can be available by request for collection locations that receive large volumes of eligible lamps.

Requirements for Collection Sites

Participating retailers, individual towns and solid waste management entities (SWMEs) must ensure that they – or collection locations in their purview - will take all necessary steps to satisfy the following criteria. Participants must:

1. Accept mercury-containing lamps from covered entities in Vermont and have a system in place that segregates lamps from parties that do not meet the definition of covered entities provided in § 7151. Costs incurred at the site for accepting, storing, and processing lamps, including but not limited to salaries and overhead, that fall outside of this definition are not eligible for reimbursement under this Program;
2. Utilize staff trained in the proper handling and storage of universal waste and emergency procedures in the event of a spill for tasks of accepting and processing waste lamps through this program. The Program or the designated lamp recycler will provide training materials on the proper management and storage of waste lamps on the program's website. Collection locations may use these materials to train staff;

3. Comply with all applicable requirements of Vermont's universal waste law and regulations, including maintaining documentation of the training in accordance with state and/or federal universal waste rule;
4. Maintain a permanent storage facility for waste that is secure, weathertight and complies with all additional local, state, or federal regulations; and
5. Take reasonable steps to guard against incidental breakage of lamps.

Locations also are required to identify a point of contact for the Program, provide contact information, and agree to standard terms and conditions provided by the designated lamp recycler(s). Each site also must agree to indemnify the Program and lamp manufacturers - individually and collectively - against liability in the event of violations of CERCLA, RCRA, or other applicable laws and any regulations or requirements enacted under their authority. See Appendix C for examples of the agreements that embody these conditions and stipulations.

The designated lamp recyclers' standard terms and conditions are attached as Appendix D. They are provided with each container, and acceptance of the container is deemed to be acceptance of the terms and conditions.

Should the Program deny a collection site's application to participate in the Program for any reason, NEMA's program administrator will notify the Vermont DEC *via* electronic or physical mail within seven (7) days. The notification will include the contact information of the relevant applicant and the justification for the denial of services. The Program will consider and respond to any concerns the Department may express concerning the denial and seek to resolve any outstanding disagreements.

The Program remains open to additional retail or municipal locations that wish to serve as collection sites.

Obtaining Services Provided by the Program

As noted earlier, the Program holds a contract with a qualified lamp recycling company to provide lamp collection services to eligible individual municipalities, solid waste management districts, and retail locations participating in the Program. This lamp recycling company will transport and process all mercury-added lamps collected from covered entities and are currently the sole provider of services offered by the Program.

Collection locations can arrange services *via* the custom program website: https://lamprecycle.veoliaes.com, or toll-free number at (888) 669-9725. Collection locations can contact the Program toll-free at (800) 301-1852 or *via* email at support@lamprecycle.org for assistance with lost passwords or to update point-of-contact information for their location(s).

Retailers

The Program currently allows retail locations to choose from a menu of storage and shipping containers designed to hold varying numbers and types of general service, mercury-containing lamps. Initial orders may be restricted to a designated number of each container type per participating retailer. The Program and its designated lamp recycler(s) will review this restriction periodically and may adjust it to accommodate changes in demand/shipment volume. Larger orders will be addressed on a case-by-case basis.

Retailers may order storage and shipping containers from the lamp recycler(s) either through the internet or by calling a toll-free number. As noted above, the current vendor – Veolia - maintains a custom, secure website, accessible at https://lamprecycle.veoliaes.com. It is a single-source site for ordering and tracking orders from collection locations in Vermont.

User IDs and passwords needed for this process are administered by Veolia. Participating sites may request IDs and Passwords, obtain assistance with lost passwords, and update point-of-contact information for their location(s) by contacting the Program toll-free at (800) 301-1852 or via email at support@lamprecycle.org.

Each shipping container comes with a pre-printed return shipping label that includes a tracking number. When containers are ready to be shipped, retail, municipal, and district collection locations may call Federal Express Ground toll-free at (800) 463-3339 or visit the Veolia to request transportation of up to 25 shipping containers per request.

The Program can arrange alternative shipping arrangements for large quantities of lamps, including LTL ("less than truckload") orders, either as "one-off" events or on a recurring basis. Requests for alternative transportation are coordinated by NEMA designated program manager with the lamp recycler.

Collection locations are on "automatic reorder" status for shipping containers, whereby replacement containers are shipped to the site upon receipt of filled container. The system ensures that replacement containers match the containers received. If a collection site is not provided replacement containers, collectors may contact the designated recycler to request containers.

Individual Towns and Solid Waste Management Districts

The Program facilitates the collection of lamps from municipal SWMEs or individual towns through either prepaid storage and shipping containers using the same process articulated above for retailers or periodic pick-up using trucks operated by a designated lamp recycler. Scheduling of pick-ups will vary by location and be arranged, upon request, through coordination with the NEMA program manager and lamp recycler. Enabling regular

pick-up arrangements can help to maximize efficiency and limit costs.

The Program can arrange alternative shipping arrangements for large quantities of lamps, including LTL ("less than truckload") orders, either as "one-off" events or on a recurring basis. Requests for alternative transportation are coordinated by NEMA designated program manager with the lamp recycler.

Individual towns or municipal districts that opt-out of direct participation in the Program may request reimbursement for eligible lamps recycled through a vendor employed independently by the town or district.

Reimbursement requests for collections made outside of the Program may be submitted no more frequently than once per calendar quarter. NEMA will notify DEC for any requests received more than 30 days following the end of the program's fiscal year (December 31st).

At the end of each calendar quarter, the Program Coordinator will notify participants in the reimbursement program by email that reimbursement claims are due. The Program will provide a standard form for reimbursement requests, which must include supporting documentation for the stated quantities to qualify for payment.

The Program Coordinator processes reimbursement claims within 15 days of receipt. Claimants can expect payment *via* check to be mailed within 45 days of receipt of the claim.

Processing of Waste Lamps

Upon receipt of shipping containers or truck-borne quantities of waste lamps, the designated lamp recycler(s) will record the contents by lamp type received by container or truck. The recycler(s) will disassemble the lamps and reclaim the mercury content, either on-site or at facilities designated and approved within the contract.

The Program's website (https://lamprecycle.veoliaes.com) contains contact information for the designated lamp recycler for collection sites that desire further information on where and how the Program processes mercury-containing lamps.

Public Education and Outreach

The Vermont statute requires that manufacturers' mercury-containing lamp program feature education and outreach activities that may include media advertising, retail displays, and earned media in trade, digital platforms, or other media. These activities must be designed to notify the public, at minimum, of the following:

- A free program collection program for mercury-containing lamps exists across the state.

- The location of collection points and how to access the collection program.
- Special handling considerations for mercury-containing lamps.

Tactics

Lighting manufacturers promote the recycling of mercury-containing lamps through a variety of collective and company-specific mechanisms. Every mercury-containing lamp sold in North American contains a package label that warns of the presence of mercury and directs the purchaser to either a US EPA website or to www.lamprecycle.org. The latter is an industry-managed site that provides general information on recycling as well as material and guidance for the statewide programs in Vermont and Maine. Participation agreements, Program collateral, and reimbursement forms for Vermont collection sites all are available on this site.

With regard to Vermont, NEMA will undertake the following actions under the revised Program plan.

1. Location Communications – The Program will conduct one or more direct mailing(s) to collection locations each year to disseminate program and designated recycler contact information - including websites and toll-free phone numbers to order containers and arrange transport. Select mailings to collection locations or sponsoring organizations may include promotional collateral such as window clings or posters.

   The Program will seek to expand its database to capture phone numbers and email addresses for points of contact at collection locations. To the extent this information is available, the Program and/or its designated recycler will use it to issue reminders to locations that have not shipped a container within the previous nine months.

   Following plan approval, the program will mail correspondence to points-of-contact listed on existing participation agreements notifying them of recent changes to the agreement. Correspondence will indicate that continued participation in the program constitutes approval of the new agreement. For participants that desire a new agreement; instructions will include a website address to download a copy of the revised agreement and an email or postal address for transmitting a newly executed agreement.

2. Website – NEMA plans to update www.lamprecycle.org in the first quarter 2021. The update will include new site templates, refreshed content, and search engine optimization (SEO).

   Concurrently, the Program will update the Vermont-specific page by creating a new subdomain for the Program, improving the usability of

the location locator, SEO optimization, and reorganizing content.

In addition, at least once per year, the Program will review collection locations and update the website's collection site locator. The review will use shipment data, phone calls to locations, returned mail from locations, internet searches, plus outreach to staff at waste management districts and the Department to validate site participation, physical and mailing information.

3. Promotional collateral – The Program reviewed and updated its promotional materials in the second quarter of 2020, and sufficient inventory was printed for several years. Modified collateral items include a poster, retail window cling, and retail shelf-talker. These items are available at no cost to participating in collection locations, DEC staff, and individual towns or SWMEs that opt-out of direct participation in the Program. Participating entities can order outreach materials from the designated recycler's website. Those who opt-out of direct involvement or require larger quantities may request collateral by contacting Program management staff.

   The Program and or its designated recycler will remind locations periodically of the availability of these items. Reminders may come in the form of postal mail and/or electronic mail.

   In the third year of this plan, the Program will review its collateral and determine, in consultation with the Department, if updates are warranted.

4. Advertising – The Program will conduct a yearly advertising campaign that targets covered entities through a variety of channels. Campaign messaging will raise public awareness of disposal prohibitions and ease of access to the Program. The campaign will target permanent and seasonal Vermont residents (*e.g.*, owners of second homes) geographically.

   The campaign will primarily rely on digital advertising. Outlets will include social media platforms like Facebook and Instagram, Vermont news publications, other outlets like Front Porch Forum, and Vermont readers of national media outlets like the New York Times.

   The Program may selectively include traditional media in the campaign such as print ads in major Vermont print publications.

   The program will reserve a portion of it advertising budget to support participation in the annual, joint EPR campaign involving other industry-run recycling programs that is coordinated by the Department. This campaign may include digital or radio advertising.

5. Social Media – The Program created accounts on Facebook and Instagram in the spring of 2020. These platforms will serve as the basis of a social media presence with an emphasis on Vermont consumers and small businesses.

6. Select Collection Location Visits – As in past years, the Program will conduct a minimum of five days field work in Vermont that will include personal visits to collection location or waste management districts in the state.

Annual Report

As required by §7153 of the Act, the Program will continue to submit an annual report to the DEC on a calendar year basis, no later than April 1st of the year following the relevant plan year. As required in the DEC program guidelines, each annual report will provide:

- A description of the collection program;
- The number and type of mercury-containing lamps collected and the collection facility from which the lamps were collected;
- An estimate of the number of mercury-containing lamps available for collection and the methodology used to develop this number; and
- The steps the Program has taken during the past program year to improve the collection rate.

The third item above stems from §7153(a)(3) of the Act. The report will contain this estimate, but manufacturers continue to assert - based on prior experience with estimation attempts - that this number is extremely difficult to calculate with a reasonable degree of confidence. Aside from the usual uncertainty factors that affect the outcome of the estimation, the Act in Vermont provides additional challenges.

Under the Vermont statute, the Program must accept any number of CFLs from covered entities and up to ten non-CFL general purpose lights. This provides an incentive for small businesses and institutions such as schools or government facilities to bring their CFLs and other non-CFL mercury-containing lamps to Program collection sites.

Lamps for those uses typically are not acquired through retail channels, but through wholesale electrical distribution outlets that supply lamps to commercial users of all sizes on a multi-state or regional basis. There is no practical way for manufacturers to determine the number of lamps sold into this channel that ultimately go into service in a particular state, and there is no way to determine how many of these end up being recycled through the Program by either covered or non-covered entities. Any estimate would therefore be a poorly substantiated guess and an inadequate basis for estimating collection rates.

Plan Audit

Section 7153 of the Act requires that once every five years, the Program hires an independent third party to audit the plan and its operation. The purpose of the audit is to examine the program's effectiveness at collecting and disposing of mercury-containing lamps, evaluate the cost-efficiency of the program, and compare it to similar lamp collection programs in other jurisdictions. The auditor is required to make recommendations to the Secretary on measures to increase program efficacy and cost-effectiveness.

The Program conducted an audit in 2017, and the auditor submitted his report to the Secretary on August 31st of that year. The next audit will take place in the year 2022, and the recommendations will be sent to the Secretary no later than September 1st, 2022. The Program will notify the Vermont DEC on or before March 1st of that year of its plan to undertake an audit.

Amendment

If circumstances arise that threaten the viability or operability of the Program, manufacturers reserve the right to request submission of an amended program to the DEC.

Appendix A – Definitions and Abbreviations

Covered Entity: means any person who presents to a collection facility that is included in an approved plan: (A) any number of compact fluorescent mercury-containing lamps; or (B) 10 or fewer mercury-containing lamps that are not compact fluorescent lamps.

Retailer: means a person who sells a mercury-containing lamp to a person in the state through any means, including a sales outlet, a catalogue, the telephone, the internet, or any electronic means.

Program: A stewardship program operated on behalf of Manufacturers that facilitates the collection and promotes the recycling of mercury-containing lamps by covered entities in the state of Vermont

Manufacturer: means a person who:
(A) Manufactures or manufactured a mercury-containing lamp under its own brand or label for sale in the state;
(B) Sells in the state under its own brand or label a mercury-containing lamp produced by another supplier;
(C) Owns a brand that it licenses or licensed to another person for use on a mercury- containing lamp sold in the state;
(D) Imports into the United States for sale in the state a mercury-containing lamp manufactured by a person without a presence in the United States;
(E) Manufactures a mercury-containing lamp for sale in the state without affixing a brand name; or
(F) Assumes the responsibilities, obligations, and liabilities of a manufacturer as defined under (A) through (E), provided that the secretary may enforce the requirements of this chapter against a manufacturer defined under (A) through (E) if a person who assumes the manufacturer's responsibilities fails to comply with the requirements of this chapter.

Mercury-containing Lamp: means a general purpose lamp to which mercury is intentionally added during the manufacturing process. "Mercury-containing lamp" does not mean a lamp used for medical, disinfection, treatment, or industrial purposes.

Stewardship organization: means an organization, association, or entity that has developed a system, method, or other mechanism which assumes the responsibilities, obligations, and liabilities under this chapter of multiple manufacturers of mercury- containing lamps.

Appendix B – <u>Current List of Participating Manufacturers</u>

- Ace Hardware Corporation
- CREE Lighting
- Earthtronics
- EiKO Global LLC
- Eye Lighting International of N.A., Inc.
- Fanlight Inc.
- Feit Electric Company, Inc.
- GE Lighting, a Savant Company
- Halco Lighting Technologies
- LEDVANCE LLC
- Maxlite
- Ottlite Technologies, Inc.
- Panasonic Corporation of North America
- Satco Products, Inc.
- Signify North America Corporation
- Southwire/Colman Cable LLC
- Sunshine Lighting
- TCP International Holdings Ltd.
- Ushio America, Inc.
- Westinghouse Lighting

Appendix C – <u>Program Participation Agreements</u>

VERMONT LAMP RECYCLING PROGRAM
REIMBURSEMENT PARTICIPATION AGREEMENT

- The Participant complies with all applicable requirements of Vermont's universal waste law and regulations.

- The Participant maintains a storage facility for waste CFLs and waste general-purpose lamps that is secure, weathertight, and complies with all local, state, and federal regulations. Such a facility shall hold a current Solid Waste Management Certification under §6-303 of the Vermont Solid Waste Management Rules and comply with the Facility Management Plan and facility operational standards of the Certification.

- The Participant ensures that collection containers are located in an area supervised by staff and ensures that all mercury-containing waste CFLs and waste general-purpose mercury-containing lamps are handled in a manner to avoid incidental breakage. The Program will not accept intentionally broken or intentionally crushed lamps.

To the extent of the Participant's available liability coverage under its 'PACIF' Coverage Documents and any other available liability insurance coverage and as a condition of its participation in the Program, and in exchange for the sponsoring manufacturers' financial support for the Program and other good and valuable consideration including the mutual promises contained herein, Participant agrees to hold harmless, including to defend and to indemnify, the sponsoring manufacturers of mercury-containing lamps supporting the Program and the Manufacturers' Coordinator, their respective directors, officers, employees, representatives, agents, parents, subsidiaries, affiliates, successors and assigns, jointly and severally (collectively "Indemnitees"), from any and all demands, claims, actions, causes of action, lawsuits, losses, damages, injuries, penalties, fines, expenses, injunctions, settlements and judgments of any kind or nature, including attorneys' fees and costs, and also including attorneys' fees and costs incurred to enforce this hold harmless obligation (collectively "liabilities"), whether such liabilities are contingent or mature, and whether such liabilities are premised on a violation, breach, or failure to comply with any statute, ordinance, administrative regulation, or under any theory of common law, at law or in equity, asserted by any person, corporation or other entity, including governmental entity, arising out of or related to in any way the Participant's failure to comply with the criteria set forth above, or the errors or omissions or other fault, whether accidental or intentional, of the Participant, its employees, agents, or representatives, prior to or during collection and transfer of the household lamp waste for management and recycling under the Program, whether or not such liabilities occur or arise at the Participant's premises. This hold harmless obligation applies to a claim made by an employee of the Participant against an Indemnitee.

By its signature below, the Participant agrees to the foregoing criteria and terms.

_____
Name of Municipality

_____ _____
Authorized Signature Name (Please print)

_____
Date

Complete this Participation Agreement to be eligible to receive reimbursement for eligible lamps under the mercury-containing lamp recycling collection Program. Upon receipt of a completed and signed form, the Manufacturers' Coordinator will send a confirmation letter confirming that the Participant is eligible to submit claims for reim[illegible]rm for your records.

VERMONT LAMP RECYCLING PROGRAM
MUNICIPAL PARTICIPATION AGREEMENT

Manufacturers of general purpose mercury-containing lamps are required under Vermont law to provide a program in Vermont to collect waste compact fluorescent lamps (waste CFLs) and waste, non-CFL, general-purpose mercury-containing lamps (waste general-purpose mercury-containing lamps) from "covered entities;" A "covered entity" is any person who presents: 1) any number of waste CFLs or 2) 10 or fewer waste non- CFL, general-purpose mercury-containing lamps. Under this Program, lamp manufacturers are covering the cost of providing municipalities with waste lamp collection receptacles for use by covered entities, transporting the waste CFLs and waste general-purpose mercury-containing lamps for proper disposal, and recycling the eligible material collected.

To participate in the Vermont mercury-containing Lamp Recycling Program (the "Program "), the municipality (referred to herein as "Participant") must sign this Participation Agreement and return it to the Manufacturers' Coordinator at the address shown on page 3.

It is understood that the Participant is not responsible for the selection or supervision of the Contractor or the transportation of materials collected at the Participant's facilities for disposal, recycling, or otherwise. The Manufacturers' Coordinator, the Contractor, and the manufacturers of mercury-containing lamps are not agents or employees of the Participant. The manufacturers of mercury-containing lamps shall be responsible for the costs of the ultimate disposal or recycling of the materials collected under the Program.

The Participant certifies to the lamp manufacturers that collection location(s) meet the following criteria:

- The Participant accepts mercury-containing lamps and has a system in place that segregates waste CFLs and general-purpose mercury-containing lamps presented by covered entities from waste CFLs and general-purpose mercury-containing lamps presented by large generators of waste lamps (non-covered entities), or if the Participant commingles lamps from covered and non-covered entities, the Participant utilizes a system to document the number of lamps collected from non-covered entities, and the municipality agrees to pay for the costs of the shipping container or other mechanism for proper transportation and recycling of the mercury-containing lamps from non-covered entities.

- The system must be designed to facilitate the collection and processing of any number of waste CFLs and ten (10) or fewer waste, non-CFL general-purpose mercury-containing lamps, regardless of manufacturer, which are being disposed of by covered entities.

- Allowable lamps include waste CFLs and waste general-purpose mercury-containing lamps, including linear fluorescent lamps that are less than or equal to 8 feet in length, U-tube or Circline fluorescent lamps, and high intensity discharge (HID) lamps. Waste lamps from non-covered entities will not be accepted for recycling under this Program.

- Costs incurred at the Participant's site for accepting and storing waste lamps are not eligible for reimbursement under this Program, nor are the lamp manufacturers responsible for ineligible waste.

- Staff has been trained in the proper handling and storage of universal waste and emergency procedures in the event of breakage for tasks of accepting and processing waste lamps through this Program.

- The Participant complies with all applicable requirements of Vermont's universal waste law and regulations.

- The Participant maintains a storage facility for waste CFLs and waste general-purpose lamps that are secure, weathertight, and complies with all local, state, and federal regulations. Such a facility shall hold

a current Solid Waste Management Certification under §6-303 of the Vermont Solid Waste Management Rules and comply with the Facility Management Plan and facility operational standards of the Certification.

- The Participant ensures that collection containers are located in an area supervised by staff and ensures that all mercury-containing waste CFLs and waste general-purpose mercury-containing lamps are handled in a manner to avoid incidental breakage. The Program will not accept intentionally broken or intentionally crushed lamps.

To the extent of the Participant's available liability coverage under its 'PACIF' Coverage Documents and any other available liability insurance coverage and as a condition of its participation in the Program, and in exchange for the sponsoring manufacturers' financial support for the Program and other good and valuable consideration including the mutual promises contained herein, Participant agrees to hold harmless, including to defend and to indemnify, the sponsoring manufacturers of mercury-containing lamps supporting the Program and the Manufacturers' Coordinator, their respective directors, officers, employees, representatives, agents, parents, subsidiaries, affiliates, successors and assigns, jointly and severally (collectively "Indemnitees"), from any and all demands, claims, actions, causes of action, lawsuits, losses, damages, injuries, penalties, fines, expenses, injunctions, settlements and judgments of any kind or nature, including attorneys' fees and costs, and also including attorneys' fees and costs incurred to enforce this hold harmless obligation (collectively "liabilities"), whether such liabilities are contingent or mature, and whether such liabilities are premised on a violation, breach, or failure to comply with any statute, ordinance, administrative regulation, or under any theory of common law, at law or in equity, asserted by any person, corporation or other entity, including governmental entity, arising out of or related to in any way the Participant's failure to comply with the criteria set forth above, or the errors or omissions or other fault, whether accidental or intentional, of the Participant, its employees, agents, or representatives, prior to or during collection and transfer of the household lamp waste for management and recycling under the Program, whether or not such liabilities occur or arise at the Participant's premises. This hold harmless obligation applies to a claim made by an employee of the Participant against an Indemnitee. Additionally, the Participant agrees to the terms and conditions of Veolia ES Technical Solutions, LLC in connection with using Veolia ES Technical Solutions, LLC containers under this Program (a copy of which is provided herewith).

By its signature below, the Participant agrees to the foregoing criteria and terms.

_____
Name of Municipality

_____ _____
Authorized Signature Name (Please print)

_____
Date

Appendix C – Program Participation Agreements

VERMONT LAMP RECYCLING PROGRAM
RETAILER PARTICIPATION AGREEMENT

Manufacturers of general purpose mercury-containing lamps are required under Vermont law to provide a program in Vermont to collect waste compact fluorescent lamps (waste CFLs) and waste, non-CFL, general-purpose mercury-containing lamps (waste general-purpose mercury-containing lamps) from "covered entities;" A "covered entity" is any person who presents: 1) any number of waste CFLs, or 2) 10 or fewer waste non-CFL, general-purpose mercury-containing lamps. Under this Program, lamp manufacturers are covering the cost of providing retailers with waste lamp collection receptacles for use by covered entities, transporting the waste CFLs, and waste general-purpose mercury-containing lamps for proper disposal, and recycling the eligible material collected.

To participate in the Vermont mercury-containing Lamp Recycling Program (the "Program "), the retailer and, where appropriate, individual retail store locations (collectively referred to herein as "Participant") must sign this Participation Agreement and return it to the Manufacturers' Coordinator at the address shown on page 3.

It is understood that the Participant is not responsible for the selection or supervision of the Contractor or for the transportation of materials collected at the Participant's facilities for disposal, recycling, or otherwise. The Manufacturers' Coordinator, the Contractor, and the manufacturers of mercury-containing lamps are not agents or employees of the Participant. The manufacturers of mercury-containing lamps shall be responsible for the costs of the ultimate disposal or recycling of the materials collected under the Program.

The Participant certifies to the lamp manufacturers that collection location(s) meet the following criteria:

- The Participant accepts mercury-containing lamps only from covered entities.
- Allowable lamps include waste CFLs and waste general-purpose mercury-containing lamps, including linear fluorescent lamps that are less than or equal to 8 feet in length, U-tube or Circline fluorescent lamps, and high intensity discharge (HID) lamps. Waste lamps from non-covered entities will not be accepted for recycling under this Program.
- Costs incurred at the Participant's site for accepting and storing waste lamps are not eligible for reimbursement under this Program, nor are the lamp manufacturers responsible for ineligible waste. Submission of ineligible waste may result in lamp manufacturers terminating the Participant's participation in the Program.
- Staff has been trained in the proper handling and storage of universal waste and emergency procedures in the event of breakage for tasks of accepting and processing waste lamps through this Program.
- The Participant complies with all applicable requirements of Vermont's universal waste law and regulations.
- The Participant maintains a storage facility for waste general-purpose mercury-containing lamps and/or waste CFLs that are secure, weathertight, and complies with all local, state, and federal regulations.
- The Participant ensures that collection containers are located in an area inaccessible to the general public and ensures that all mercury-containing waste general-purpose mercury-containing lamps and/or waste CFLs will be accepted by staff to avoid improper handling and packaging for shipment.
- The Participant takes reasonable steps to guard against incidental breakage of waste CFLs and waste general-purpose mercury-containing lamps. The Program will not accept intentionally broken or intentionally crushed lamps.

VERMONT LAMP RECYCLING PROGRAM
RETAILER PARTICIPATION AGREEMENT

- The Participant and/or its parent organization are not distributing "private label brand" general-purpose mercury-containing lamps or CFLs without fulfilling its/their legal obligation to fund and implement an approved collection plan under 10 VSA Chapter 164A, enacted as Senate bill 034, "An act relating to the collection and disposal of mercury-containing lamps."

As a condition of its participation in the Program, and in consideration of the sponsoring manufacturers providing the financial support for this Program and other good and valuable consideration, Participant agrees to indemnify, hold harmless, and defend the sponsoring manufacturers of mercury-containing lamps supporting this Program and the Manufacturers' Coordinator, their respective directors, officers, employees, representatives, successors and assigns, jointly and severally, from any demand, claim, liability, action, cause of action, lawsuit, loss, damage, injury, penalty, fine, expense, cost, injunction, settlement or judgment of any kind or nature ("liabilities"), whether such liabilities are contingent or mature, whether such liabilities are premised on a violation, breach, or failure to comply with any statute, ordinance, administrative regulation, or under theory of common law, at law or equity, asserted by any person, corporation or other entity, including any governmental entity, arising out of or connected with the Participant's failure to comply with the criteria set forth above, or the errors or omissions, whether accidental or intentional, of the Participant, its employees, agents, or representatives prior to or while transferring the waste lamps for management and recycling under the Program, whether or not such liabilities occur or arise at the Participant's premises. Additionally, the Participant agrees to the terms and conditions of Veolia, ES, in connection with using Veolia, ES containers under this Program (a copy of which is provided herewith).

By its signature below, the Participant agrees to the foregoing criteria and terms.

_____
Name of Retail Participant

_____ _____
Authorized Signature Name (Please print)

_____
Date

Appendix E – Participation Agreements Received After April 30, 2018

RECYCLEPAK® TERMS AND CONDITIONS

USE OF THE RECYCLEPAK® CONTAINER OR SERVICE IS CONSIDERED ACCEPTANCE OF THE TERMS AND CONDITIONS.

Thank you for choosing the RecyclePak® service for the proper handling and recycling of your materials. (The word "MATERIALS" is used herein to describe the wastes). In order to serve you better, we have prepared these Terms and Conditions to set forth your and our rights and obligations. Please understand that, by using RecyclePak® containers, you are agreeing to these Terms and Conditions.

Refunds- If you purchased your RecyclePak® online on this site or any of our manufacturing partner web sites and do not agree with these Terms and Conditions please call us, within 15 days, toll-free at 1-888-669-9725 for return instructions. We will make every effort to send you a refund following receipt of the unused RecyclePak® containers. To be eligible for a refund, you must provide a proof of purchase, so please retain your receipt showing the purchase price and date. If you purchased your RecyclePak® from a distributor or third-party, please contact the distributor or third-party directly to request a refund.

Our Promise- We promise that our RecyclePak® containers provided they have not been damaged and have been properly packed and sealed in accordance with our instructions, with contents limited to only the MATERIALS described above, are suitable for shipping those MATERIALS. (If a prepaid shipping label was provided to you with the containers, please use it to ship your MATERIALS to us. If you did not receive a prepaid shipping label, you are located in a state or jurisdiction that does not allow their use. In this case, please contact Veolia toll-free at 1-888-669- 9725 to arrange for shipping). In accordance with 40 CFR 264.12(b), 273.18(d) and 273.38(d), we have the appropriate permits and agree to receive the MATERIALS, as described on the RecyclePak® label and packaging instructions. We also promise that we will properly manage, recycle and dispose of the enclosed MATERIALS in accordance with the law, provided that we receive the RecyclePak® container within 18 months of purchase date. If you abide by your promise as stated below, we agree to take title to, and all other incidents of ownership, to your MATERIALS at the time that the RecyclePak® container(s) is received by our transporter. If, for any reason, our carrier as identified on the prepaid return label will not ship the RecyclePak® container, we will work with you to identify alternative shipping. We will refund the actual shipping charges received by us from you if similarly priced alternative shipping cannot be located.

Your Promise- You promise that you will send us only the MATERIALS described above, in undamaged RecyclePak® containers packaged in accordance with our instructions, in a quantity that does not exceed the stated capacity of the containers. If included, you promise to properly fill out the prepaid shipping label (Name, address, city, state or province, zip or postal code) and affix where stated to the container.
Furthermore, you promise not to place the prepaid shipping label on any pail, box or drum other than RecyclePak® provided.

Please understand that your failure to keep your promise may result in bodily injuries (including death), property damage, contamination of or adverse effects on the environment and/or violation of applicable laws or regulations and may also result in our seeking indemnification from you under the Indemnification section below. Legal action, suits, claims, costs and expenses incidental thereto, in addition to government assessed fines and penalties could occur in connection with your failure to keep your promise.

Additional Charges and Return of Materials- So we can serve you better please be sure to use RecyclePak® containers for sending us only the MATERIALS described above and to use them in accordance with our instructions. If you exceed the stated capacity of a RecyclePak® container, we can charge you an additional fee to compensate us for the extra MATERIALS. DO NOT EXCEED THE STATED WEIGHT CAPACITY FOR ANY CONTAINER. AN ADDITIONAL $50 SERVICE FEE WILL APPLY FOR ALL ITEMS RECEIVED THAT EXCEED THE STATED WEIGHT CAPACITY. If you send
us wastes that are not MATERIALS as described above, we will try to manage these wastes, if possible, but we can charge you for any extra costs and, if we cannot accept the wastes, you agree we can return the wastes to you at your expense and that you will reimburse us for the extra costs we incur.

DISCLAIMER- IN NO EVENT SHALL WE BE RESPONSIBLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THESE TERMS AND CONDITIONS OR YOUR USE OF

Appendix E – Participation Agreements Received After April 30, 2018

RECYCLEPAK® CONTAINERS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE.

Indemnification

A. We promise to indemnify you (which includes your employees, officers and directors) from any and all liability and claims (including costs of defense, settlement and reasonable attorneys' fees) which you may incur as the result of bodily injuries (including death), property, contamination of the environment or any violation of law to the extent caused by (1) our breach of these Terms and Conditions (including, but not limited to, the Our Promise section above) or (2) our or our employees', officers' or directors' negligence or willfulness which occurs during our providing services to you, as long as you have sent us wastes that are MATERIALS as described above.
B. You promise to indemnify us (which includes our employees, officers and directors) from any and all liability and claims (including costs of defense, settlement, and reasonable attorneys' fees) which we may incur as the result of bodily injury (including death), property damage, contamination of the environment or any violation of law to the extent caused by (1) your breach of these Terms and Conditions (including, but not limited to, the Your Promise section above) or (2) you or your employees', officers' or directors' negligence or willfulness which occurs during your seeking or obtaining services from us.

RECYCLEPAK TERMS AND CONDITIONS, REV 01/10
Veolia ES Technical Solutions, L.L.C.
Tel: 920 757 -5265
Fax: 920 757 5485

Appendix E – Participation Agreements Received After April 30, 2018

VERMONT LAMP RECYCLING PROGRAM RETAILER PARTICIPATION AGREEMENT

Manufacturers of general purpose mercury-containing lamps are required under Vermont law to provide a program in Vermont to collect waste compact fluorescent lamps (waste CFLs) and waste, non-CFL, general purpose mercury-containing lamps (waste general purpose mercury-containing lamps) from "covered entities;" A "covered entity" is any person who presents: 1) any number of waste CFLs, or 2) 10 or fewer waste non-CFL, general purpose mercury-containing lamps. Under this program, lamp manufacturers are covering the cost of providing retailers with waste lamp collection receptacles for use by covered entities, transporting the waste CFLs and waste general purpose mercury-containing lamps for proper disposal, and recycling the eligible material collected.

To participate in the Vermont mercury-containing Lamp Recycling Program (the "Program"), the retailer and, where appropriate, individual retail store locations (collectively referred to herein as "Participant") must sign this Participation Agreement and return it to the Manufacturers' Coordinator at the address shown on page 3.

It is understood that the Participant is not responsible for the selection or supervision of the Contractor or for the transportation of materials collected at the Participant's facilities for disposal, recycling, or otherwise. The Manufacturers' Coordinator, the Contractor, and the manufacturers of mercury-containing lamps are not agents or employees of the Participant. The manufacturers of mercury-containing lamps shall be responsible for the costs of the ultimate disposal or recycling of the materials collected under the Program.

The Participant certifies to the lamp manufacturers that collection location(s) meet the following criteria:

- The Participant accepts mercury-containing lamps only from covered entities.
- Allowable lamps include waste CFLs and waste general purpose mercury-containing lamps including linear fluorescent lamps that are less than or equal to 8 feet in length, U-tube or Circline fluorescent lamps, and high intensity discharge (HID) lamps. Waste lamps from non-covered entities will not be accepted for recycling under this program.
- The system must include a mechanism for identifying generators disposing of 25 or more CFLs at collection locations and reporting the name and contact information of each such generator to the Program annually.
- Costs incurred at the Participant's site for accepting and storing waste lamps are not eligible for reimbursement under this Program, nor are the lamp manufacturers responsible for ineligible waste. Submission of ineligible waste may result in lamp manufacturers terminating the Participant's participation in the program.
- Staff has been trained in the proper handling and storage of universal waste and emergency procedures in the event of breakage for tasks of accepting and processing waste lamps through this program.
- The Participant complies with all applicable requirements of Vermont's universal waste law and regulations.
- The Participant maintains a storage facility for waste general purpose mercury-containing lamps and/or waste CFLs that is secure, weather tight and complies with all local, state, and federal regulations.
- The Participant ensures that collection containers are located in an area inaccessible to the general public and ensures that all mercury-containing waste general purpose mercury-containing lamps and/or waste CFLs will be accepted by staff to avoid improper handling and packaging for shipment.

Appendix E – Participation Agreements Received After April 30, 2018

VERMONT LAMP RECYCLING PROGRAM
RETAILER PARTICIPATION AGREEMENT

(Continued from page 1)

- The Participant takes reasonable steps to guard against incidental breakage of waste CFLs and waste general purpose mercury-containing lamps. The Program will not accept intentionally broken or intentionally crushed lamps.

- The Participant and/or its parent organization are not distributing "private label brand" general purpose mercury-containing lamps or CFLs without fulfilling its/their legal obligation to fund and implement an approved collection plan under 10 V.S.A. Chapter 164A, enacted as Senate bill 034, "An act relating to the collection and disposal of mercury-containing lamps."

As a condition of its participation in the Program, and in consideration of the sponsoring manufacturers providing the financial support for this Program and other good and valuable consideration, Participant agrees to indemnify, hold harmless, and defend the sponsoring manufacturers of mercury-containing lamps supporting this Program and the Manufacturers' Coordinator, their respective directors, officers, employees, representatives, successors and assigns, jointly and severally, from any demand, claim, liability, action, cause of action, lawsuit, loss, damage, injury, penalty, fine, expense, cost, injunction, settlement or judgment of any kind or nature ("liabilities"), whether such liabilities are contingent or mature, whether such liabilities are premised on a violation, breach, or failure to comply with any statute, ordinance, administrative regulation, or under theory of common law, at law or equity, asserted by any person, corporation or other entity, including any governmental entity, arising out of or connected with the Participant's failure to comply with the criteria set forth above, or the errors or omissions, whether accidental or intentional, of the Participant, its employees, agents, or representatives prior to or while transferring the waste lamps for management and recycling under the Program, whether or not such liabilities occur or arise at the Participant's premises. Additionally, the Participant agrees to the terms and conditions of Veolia, ES in connection with using Veolia, ES containers under this Program (a copy of which is provided herewith).

By its signature below, the Participant agrees to the foregoing criteria and terms.

City Hardware
Name of Retail Participant

Walter P. Timmons
Authorized Signature

Walt Timmons
Name (Please print)

February
Date

75.5%

Appendix E – Participation Agreements Received After April 30, 2018

VERMONT LAMP RECYCLING PROGRAM
RETAILER PARTICIPATION AGREEMENT

Complete this Participation Agreement to enroll in the mercury-containing lamp recycling collection Program. Upon receipt of a completed and signed form, the Manufacturers' Coordinator will forward this information to the recycling vendor, Veolia, ES. Please allow ten business days for processing. Please keep a copy of this form for your records.

Participation Agreements should be sent to the Manufacturers' Coordinator, via:

Mail: Madeleine Bugel
National Electrical Manufacturers Association
1300 North 17th Street
Suite 900
Rosslyn, VA 22209

Email: Madeleine.Bugel@nema.org
Phone: 703-841-3222
Fax: 703-841-3322

Once the Participant has received confirmation of enrollment, orders for lamp recycling containers may then be placed directly with Veolia ES at

RecylePak Customer Service
Veolia ES Technical Solutions, LLC
W6490B Specialty Drive
Greenville, WI 54942

Email: Pak.TS@veolia.com
Phone: 888-669-9725 opt 3

For additional information about container ordering and/or shipping, visit http://lamprecycle.veoliaes.com.

Note: All Fields Required for Grey Portion of Application

Participant Administrator for Lamp Recycling Program

Name of Participant: City Hardware

Participant Point of Contact: Walt Timmons

Mailing Address 1: 156 College Street

Mailing Address 2:

City: Burlington State: VT ZIP: 05401

Phone: (802) 651-8355 Email: Cityhardware@wintershardware.com

Revised October 14, 2016

3

Appendix E – Participation Agreements Received After April 30, 2018

VERMONT LAMP RECYCLING PROGRAM
RETAILER PARTICIPATION AGREEMENT

Primary Collection Site for Spent Lamps and Container Delivery/Pick-up

☑ Same as Participant Administrator

Name of Collection Site: _____

Collection Site Point of Contact: _____

Shipping Address 1: _____

Shipping Address 2: _____

City: _____ State: _____ ZIP: _____

Phone: (____)_____

Additional Collection Site(s) for Spent Lamps and Container Delivery/Pick-up (Optional)

Name of Collection Site: Memorial Hardware

Collection Site Point of Contact: Harry Jordin

Shipping Address 1: 25 Memorial Way

Shipping Address 2: _____

City: Lunenburg State: VT ZIP: 05488

Phone: (802) 527-7002 (temporary) This store will not be opening until mid april

Name of Collection Site: _____

Collection Site Point of Contact: _____

Shipping Address 1: _____

Shipping Address 2: _____

City: _____ State: _____ ZIP: _____

Phone: (____)_____

Revised October 11, 2016

4

Appendix F –List of Participating Locations

Facility	PHYSICAL_ADDRESS	PHYSICAL_TOWN	PH_STATE	PHYS_ZIP	County	Type
Albany/Irasburg Recycling Center	1030 Main Street	Albany	VT	05820	Orleans	Municipal
Alburgh Transfer Station	10 Dump Road	Alburgh	VT	05440	Grand Isle	Municipal
Miles True Value Lumber Co.	87 PEARL STREET	Arlington	VT	05250	Bennington	Retail
Town of Weathersfield	5259 Route 5	Ascutney	VT	05030	Windsor	Municipal
Bakersfield Transfer Station	380 Main Street	Bakersfield	VT	05441	Franklin	Municipal
Town of Barnet	900 Town Forrest Road	Barnet	VT	05250	Caledonia	Municipal
CVSWMD Additional Recycling Center	540 North Main Street	Barre	VT	05641	Washington	Municipal
Barre Electric Supply	856 US Route 302- Berlin 2	Barre	VT	05641	Washington	Retail
Aubuchon Hardware Store #049	220 Main Street	Barre	VT	05641	Washington	Retail
Nelson Ace Hardware	190 North Main Street	Barre	VT	05641	Washington	Retail
Rockingham Transfer Station	7446 Route 5	Bellows Falls	VT	05101	Windham	Municipal
Benson Transfer Station	2760 Stage Road	Benson	VT	05731	Rutland	Municipal
Gilmore Home Center	427 Route 4A West	Bomoseen	VT	05732	Rutland	Retail
Aubuchon Hardware #053	204 Main Street	Bradford	VT	05033	Orange	Retail
Casella Bradford Transfer Station	348 Fairground Road	Bradford	VT	05033	Orange	Municipal
Brandon Transfer Station	31 Corona Street	Brandon	VT	05733	Rutland	Municipal
Martin's Hardware and Building Supply, INC	895 Putney Road	Brattleboro	VT	05301	Windham	Retail
Brown & Roberts Ace Hardware	182 Main Street	Brattleboro	VT	05301	Windham	Retail
Windham Solid Waste Management District	327 Old Ferry Rd	Brattleboro	VT	05301	Windham	Municipal
Broughton's True Value Hardware	3437 VT Route 22A	Bridport	VT	05734	Addison	Retail
Town of Brighton	621 Railroad Street	Brighton	VT	05452	Essex	Municipal
Martin's Hardware and Building Supply, INC	68 West Street	Bristol	VT	05443	Addison	Retail
City Hardware	156 College Street	Burlington	VT	05401	Chittenden	Retail
Bibens Ace	1127 North Avenue	Burlington	VT	05408	Chittenden	Retail
Homeport Ltd.	52 Church St.	Burlington	VT	05401	Chittenden	Retail
CSWD Burlington Drop-Off Center	339 Pine Street	Burlington	VT	05401	Chittenden	Municipal
Harry's Hardware	3087 Main Street	Cabot	VT	05647	Washington	Retail
Cabot Recycling Center	153 Sawmill Road	Cabot	VT	05647	Washington	Municipal
Cambridge Transfer Station	951 VT Rte 104	Cambridge	VT	05444	Lamoille	Municipal

Appendix F –List of Participating Locations

Canaan Transfer Station	186 Treatment Plant Road	Canaan	VT	05903	Essex	Municipal
Bibens Ace	713 W. Lakeshore Drive	Colchester	VT	05446	Chittenden	Retail
Walsh Electric Supply	30 Champlain Drive	Colchester	VT	05446	Chittenden	Retail
Town of Concord	110 Brook Road	Concord	VT	05824	Essex	Municipal
Town of Corinth	2628 Goose Green Rd	Corinth	VT	05060	Orange	Municipal
New England Waste Services of Vermont	21 Landfill lane	Coventry	VT	05825	Orleans	Municipal
Craftsbury Drop Off Center	46 Town Garage Rd	Craftsbury	VT	05826	Orleans	Municipal
Town of Danville	347 Peacham Road	Danville	VT	05828	Caledonia	Municipal
Poulin Lumber	3639 U.S. Route 5	Derby	VT	05829	Orleans	Retail
Town of Derby	3427 US Route 5	Derby	VT	05829	Orleans	Municipal
Northshire Transfer	310 Tennis Way	Dorset	VT	05251	Bennington	Municipal
Town of East Haven	58 Community Building Road	East Haven	VT	05837	Essex	Municipal
Plainfield Hardware	4723 Route 2	East Montpelier	VT	05651	Washington	Retail
Groton/Ryegate Recycling Center	269 School Street	East Ryegate	VT	05042	Caledonia	Municipal
Eden Drop Off Center	3625 VT-100	Eden	VT	05652	Lamoille	Municipal
Green's Ace Hardware	6 Railroad St.	Enosburgh	VT	05450	Franklin	Retail
Bibens Ace	15 Essex Way	Essex Junction	VT	05452	Chittenden	Retail
Vermont Lamp and Shade	79 Pearl Street	Essex Junction	VT	05452	Chittenden	Retail
CSWD Essex Drop-Off Center	218 Colchester Road	Essex Junction	VT	05452	Chittenden	Municipal
Aubuchon Hardware #079	654 Washington Stree	Fair Haven	VT	05743	Rutland	Retail
J. & L. Hardware, Inc.	4 Field Road	Fairfax	VT	65454	Franklin	Retail
Foggs Hardware & Building Supply Inc.	50 Lake Morey Road	Fairlee	VT	05045	Orange	Retail
Northwest Vermont Solid Waste Management District	158 Morse Drive	Georgia	VT	05454	Franklin	Municipal
Town of Glover	1600 Dry Pond Road	Glover	VT	05829	Orange	Municipal
Town of Greensboro	82 Craftsbury Road	Greensboro	VT	05829	Orleans	Municipal
Aubuchon Hardware #062	222 Junction Rd	Hardwick	VT	05843	Caledonia	Retail
Poulin Lumber	439 Walcott Street	Hardwick	VT	05843	Caledonia	Retail
Aubuchon Hardware #183	22 Commerce St #1	Hinesburg	VT	05461	Chittenden	Retail
CSWD Hinesburg Drop-Off Center	907 Beecher Hill Road	Hinesburg	VT	05461	Chittenden	Municipal
Town of Holland	3157 Valley Road	Holland	VT	05830	Orleans	Municipal

Appendix F –List of Participating Locations

Hyde Park Transfer	1855 VT100	Hyde Park	VT	05655	Lamoille	Municipal
Jay/Troy Transfer Station	1375 Cross Road	Jay	VT	05859	Orleans	Municipal
Aubuchon Hardware #161	4879 Route 15	Jeffersonville	VT	05464	Lamoille	Retail
Jerihill Home Center, Inc.	249 Vermont Route 15	Jericho	VT	05465	Chittenden	Retail
Johnson Hardware and Rental	1442 VT Rt 151	Johnson	VT	05656	Lamoille	Retail
Johnson Transfer Center	941 Wilson Road	Johnson	VT	05661	Lamoille	Municipal
Goodro Lumber	4489 Route 4	Killington	VT	05751	Rutland	Retail
Londonderry Hardware	5700 VT Route 100	Londonderry	VT	05148	Windham	Retail
Waterford Transfer Station	2727 Duck Pond Road	Lower Waterford	VT	05848	Caledonia	Municipal
Ludlow Transfer Station	336 Route 100 South	Ludlow	VT	05419	Windsor	Municipal
Aubuchon Hardware #042	142 Main Street	Ludlow	VT	05149	Windsor	Retail
Town of Lunenburg	47 Transfer Station Road	Lunenburg	VT	05452	Essex	Municipal
Northeast Kingdom Solid Waste Management District	224 Church Street	Lyndonville	VT	05069	Caledonia	Municipal
Wheeler Building Materials, Inc.	152 Church Street	Lyndonville	VT	05851	Caledonia	Retail
Town of Lyndon	119 Park Avenue	Lyndonville	VT	05851	Caledonia	Municipal
Lyndonville TrueValue Hardware	583 Broad Street	Lyndonville	VT	05851	Caledonia	Retail
R.K. Miles	618 Depot Street	Manchester Center	VT	05255	Bennington	Retail
Aubuchon Hardware #091	1131 Depot St	Manchester Center	VT	05255	Bennington	Retail
Addison Solid Waste Mgmt District Transfer Station	1223 RT. 7 South	Middlebury	VT	05753	Addison	Municipal
Aubuchon Hardware #063	40 Court St	Middlebury	VT	05753	Addison	Retail
Martin's Hardware and Building Supply, INC	859 Route 7 South	Middlebury	VT	05753	Addison	Retail
Sticks & Stuff	13 Gallagher Road	Middlesex	VT	05602	Washington	Retail
Aubuchon Hardware #100	199 US Route7, #101	Milton	VT	05468	Chittenden	Retail
Milton Ace Hardware	5 Southerberry Drive	Milton	VT	05468	Chittenden	Retail
CSWD Milton Drop-Off Center	36 Landfill Road	Milton	VT	05468	Chittenden	Municipal
Montgomery Transfer Station	86 Mountain Road	Montgomery	VT	05471	Franklin	Municipal
Casella Waste Montpelier Depot	408 East Montpelier Road	Montpelier	VT	05602	Washington	Municipal
Aubuchon Hardware #45	40 Main Street	Montpelier	VT	05601	Washington	Retail
Town of Morgan Transfer Station	2140 VT Route 111	Morgan	VT	05853	Orleans	Municipal
The Country Home Center	85 Center Road	Morristown	VT	05661	Lamoille	Retail

Appendix F –List of Participating Locations

Morrisville Transfer Center	832 Cochran Road	Morrisville	VT	05661	Lamoille	Municipal
Needham Electric Supply	106 Goodell Ave	Morrisville	VT	05661	Lamoille	Retail
Aubuchon Hardware #057	925 Brooklyn St	Morrisville	VT	05661	Lamoille	Retail
Newark Transfer Station	1358 Newark Street	Newark	VT	05871	Caledonia	Municipal
WW Building Supply	7 Loop Road	Newfane	VT	05345	Windham	Retail
The Pick & Shovel	54 Coventry Street	Newport	VT	05855	Orleans	Retail
Newport Center Recycling Center	4091 Route 105	Newport Center	VT	05857	Orleans	Municipal
North Hero Transfer Station	362 West Shore Road	North Hero	VT	05486	Grand Isle	Municipal
Bibens Ace	362 River Street	North Springfield	VT	05150	Windsor	Retail
Kenyon's Hardware	93 North Main Street	Northfield	VT	05663	Washington	Retail
Town of Norton	249 VT 114 South	Norton	VT	05452	Essex	Municipal
Norwich Transfer Station	24 New Boston Road	Norwich	VT	05055	Washington	Municipal
Foggs Hardware & Building Supply Inc.	301 Route 5 South	Norwich	VT	05055	Washington	Retail
JB Colton	66 Main St.	Orleans	VT	05871	Orleans	Retail
Town of Peacham	750 E. Peacham Road	Peacham	VT	05069	Caledonia	Municipal
Weathersfield Transfer Station	5024 Route 106	Perkinsville	VT	05151	Windsor	Municipal
Williams Hardware	51 Main Street	Poultney	VT	05764	Rutland	Retail
Pownal Transfer Station	645 Maple Grove Rd.	Pownal	VT	05261	Bennington	Municipal
Randolph Transfer	250 Landfill Rd.	Randolph	VT	05060	Orange	Municipal
Central Supplies	839 VT-12 S	Randolph	VT	05060	Orange	Retail
Richmond Home Supply	99 Railroad Street	Richmond	VT	05477	Chittenden	Retail
CSWD Richmond Drop-Off Center	80 Rogers Lane	Richmond	VT	05477	Chittenden	Municipal
The Hardware Store at Rochester	56 Main Street	Rochester	VT	05767	Windsor	Retail
Lavalley Building Supply	48 Windcrest Road	Rutland	VT	05701	Rutland	Retail
Rutland County Solid Waste Transfer Station	Post Road Extension	Rutland	VT	05701	Rutland	Municipal
Noble Ace Hardware	261 North Main Street	Rutland	VT	05701	Rutland	Retail
The House of Lights	778 US Route 4 East	Rutland	VT	05701	Rutland	Retail
Aubuchon Hardware #173	50 Shelburne Shopping Park	Shelburne	VT	05482	Chittenden	Retail
Aubuchon Hardware #098	47 Hinesburg Rd.	South Burlington	VT	05403	Chittenden	Retail
Bibens Ace	1961 Williston Road	South Burlington	VT	05403	Chittenden	Retail

Appendix F –List of Participating Locations

CSWD Environmental Depot	1011 Airport Parkway	South Burlington	VT	05403	Chittenden	Municipal
CSWD South Burlington Drop-Off Center	87 Landfill Road	South Burlington	VT	05403	Chittenden	Municipal
Bethel/Royalton Transfer Station	122 Waterman Rd	South Royalton	VT	05068	Windsor	Municipal
Welch's True Value Hardware	3626 Vermont Route 14	South Royalton	VT	05068	Windsor	Retail
Cavendish Transfer Station	354 Route 131	Springfield	VT	05156	Windsor	Municipal
Springfield Transfer Station	135 Fairground Road	Springfield	VT	05156	Windsor	Municipal
St. Albans Transfer Station	83 Rewes Drive	St. Albans	VT	05478	Franklin	Municipal
Aubuchon Hardware #072	204 Swanton Rd.	St. Albans	VT	05478	Franklin	Retail
St. Albans Ace Hardware	109 North Main Street	St. Albans	VT	05478	Franklin	Retail
Sticks & Stuff	44 Lower Newton Road	St. Albans	VT	05478	Franklin	Retail
St. Johnsbury Transfer	548 High Street	St. Johnsbury	VT	05819	Caledonia	Municipal
Aubuchon Hardware #025	222 Hastings Hill Road	St. Johnsbury	VT	05819	Caledonia	Retail
Stowe Transfer Station	91 Dump Road	Stowe	VT	05672	Lamoille	Municipal
Aubuchon Hardware #076	145 1st Street	Swanton	VT	05488	Franklin	Retail
Memorial Hardware	25 Memorial Drive	Swanton	VT	05488	Franklin	Retail
Swanton Lumber Co.	11 N. River Street	Swanton	VT	05488	Franklin	Retail
Thetford Transfer Station	4659 VT Rte. 113	Thetford	VT	05075	Orange	Municipal
Aubuchon Hardware #083	113 #F Monkton Rd.	Vergennes	VT	05491	Addison	Retail
Kenyon's Variety	3337 Main Street	Waitsfield	VT	05673	Washington	Retail
Bisbee's Hardware	109 Mad River Green	Waitsfield	VT	05673	Washington	Retail
Casella Waste Earthwise Transfer Station	6911 Main Street	Waitsfield	VT	05673	Washington	Municipal
Wardsboro Transfer Station	85 Dump Road	Wardsboro	VT	05355	Windham	Municipal
Waterbury True Value Hardware	838 Waterbury Stowe Road	Waterbury	VT	05676	Washington	Retail
Larrabees Building Supply	1410 Route 2 West	West Danville	VT	05873	Caledonia	Retail
Town of Westfield	757 VT R 100	Westfield	VT	05829	Orleans	Municipal
Town of Westmore	6988 VT Route 5A	Westmore	VT	05829	Orleans	Municipal
Hartford Community Center for Recycling/Waste Management	2550 N. Hartford RD.	White River Junction	VT	05001	Windsor	Municipal
Whitingham Transfer Station	4185 VT Route 100	Whitingham	VT	05361	Windham	Municipal
Farm N Country Hardware	2383 VT Rt 14	Williamstown	VT	05679	Orange	Retail
Poulin Lumber	258 Meadow Street	Williamstown	VT	05679	Orange	Retail

Appendix F –List of Participating Locations

CSWD Williston Drop-Off Center	1021 Redmond Road	Williston	VT	05495	Chittenden	Municipal
WW Building Supply	434 Route 100 North	Wilmington	VT	05342	Windham	Retail
Aubuchon Hardware #039	2745 US Rte 5 N	Windsor	VT	05089	Windsor	Retail
Bibens ACE Hardware Woodstock	452 Woodstock Road	Woodstock	VT	05091	Windsor	Retail
Woodstock Home & Hardware	452 Woodstock Road	Woodstock	VT	05091	Windsor	Retail
Worcester Transfer Station	43 Calais Road	Worcester	VT	05602	Washington	Municipal