

PROGRAM PLAN

2024 - 2027

RECYCLING OF MERCURY- CONTAINING
LAMPS DISPOSED BY COVERED ENTITIES
IN VERMONT

Mercury Lamp Recyclers Association
(MLRA)

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Executive Summary

This proposed program for the recycling of mercury-containing lamps has been prepared according to the requirements of *"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, 2024, to December 31, 2027. The manufacturers obligated under the Act that have elected to comply by participating in this four-year program and the creation of a stewardship program, Mercury Lamp Recyclers Association (MLRA). This organization will fund the program collectively through its members.

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."*

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

- 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
 - 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".

All aspects of MLRA's 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.*"¹ 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.

Participating Manufacturers

This proposed plan for recycling of mercury-containing lamps from covered entities in Vermont has been facilitated through MLRA. The plan is submitted on behalf of MLRA member companies in fulfillment of their obligations under the Act.

MLRA will facilitate and manage operations for the full term approved by DEC and will function as a Stewardship Organization as that term is defined and used in 10 V.S.A. Chapter 164A.

Additional manufacturers of mercury-containing lamps used by covered entities are eligible to participate in MLRA by meeting the requisite financial requirements established by MLRA in accordance with existing members. Interested companies are advised to contact Mercury Lamp Recyclers Association, Attention: Danielle Myers, 529 14th Street, NW, Suite 1280, Washington, DC 20045, email: dmyers@kellencompany.com, Phone: 212-297-2105.

¹ See <https://legislature.vermont.gov/statutes/chapter/10/164A>

Following approval of the plan by the Vermont DEC, MLRA will continue implementing the plan and make any necessary adjustments, as required by the Act. MLRA proposes that the plan will remain in effect for the 4-year period ending December 31st, 2027.

Covered Products

As specified by 10 V.S.A. 164A, products eligible for collection 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.

MLRA may, upon request, provide DEC with information on costs incurred by MLRA due to non-participating manufacturers. Any information supplied to DEC will be deemed business confidential.

Planned Program Operations

Under MLRA, all municipalities 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 MLRA. Upon receipt, MLRA 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 the recycling 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.

MLRA 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 MLRA 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).

As of the date of this submittal, MLRA is contracting with Veolia ES Technical Solutions LLC ("Veolia") to provide these services. The contract specifies procedures whereby retailers and municipalities who agree to participate in the collection of mercury-containing lamp waste pursuant to MLRA can order and receive Veolia Recycle-Pak® collection containers for mercury-containing lamp waste, which are paid for by MLRA. When filled, these containers are shipped to Veolia for recycling services, the cost of which are reimbursed by MLRA pursuant to the Services Agreement with the company. Shipping terms may include Less than Truckload (LTL) or FedEx Ground.

Requirements for Collection Sites

MLRA does not plan to remove any existing collection sites (see appendix) unless the location expresses their desire to no longer participate. Participating retailers and municipalities 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 the plan;
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. MLRA and/or the designated lamp recycler will provide training materials on the proper management and storage of waste lamps on their respective websites. 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 rules;
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 MLRA, provide contact

information, and agree to standard terms and conditions provided by the designated lamp recycler(s). Each site also must agree to indemnify MLRA 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.

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

Should MLRA deny a collection site's application to participate in the program for any reason, MLRA 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. MLRA will consider and respond to any concerns the Department may express concerning the denial and seek to resolve any outstanding disagreements.

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

Obtaining Services Provided by MLRA

As noted earlier, the MLRA 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 its 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 MLRA. To participate in MLRA, locations can complete a participation form (see appendix) and email it to support@lamprecycle.org.

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 MLRA 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

MLRA 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. MLRA 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 MLRA 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 webpage to request transportation of up to 25 shipping containers per request.

MLRA 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 MLRA 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. Collection locations may also request to be taken off of "automatic reorder" status.

Municipalities

MLRA facilitates the collection of lamps from municipalities 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 MLRA and the lamp recycler. Enabling regular pick-up arrangements can help to maximize efficiency and limit costs.

MLRA 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 MLRA with the lamp recycler.

Individual towns or municipal districts that have opted-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 MLRA may be submitted no more frequently than once per calendar quarter. MLRA 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, MLRA will notify participants in the reimbursement

program by email that reimbursement claims are due. MLRA will provide a standard form for reimbursement requests, which must include supporting documentation for the stated quantities to qualify for payment.

MLRA will process 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 website (<https://lamprecycle.veoliaes.com>) contains contact information for the designated lamp recycler for collection sites that desire further information on where and how mercury-containing lamps are processed.

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.

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 America 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, collateral, and reimbursement forms for Vermont collection sites all are available on this site.

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

1. Location Communications – MLRA 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.

Postcard reminders will be mailed to locations that have not shipped a container within the previous six months.

Following plan approval, MLRA will mail correspondence to points-of-contact listed on existing participation agreements notifying them of recent changes to the program, including the creation of MLRA.

2. Website – MLRA will work to manage lamprecycle.org without any disruption. We will continuously update the website with fresh content and revise the site locator list on a quarterly basis. 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 – MLRA will work on creating new branded materials for all collection locations. Collateral items include a poster, retail window cling, and retail shelf-talker. These items are available at no cost to participating collection locations, DEC staff, and municipalities. Participating entities can order outreach materials from the designated recycler's website. Individual towns or SWMEs participating on a reimbursement basis may request collateral by contacting MLRA.

Another form of collateral, applicable to outdoor use/display, will be created and reviewed with the department. This item will be available to all collection locations, but specifically for municipalities that provide information to consumers on the exterior of buildings.

MLRA 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.

4. Advertising – MLRA 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 recycling program. The campaign will target permanent and seasonal Vermont residents 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. MLRA will also purchase print ads in Vermont in publications, like the Burlington Free Press.

Some of the campaign will include cross-advertising with the Thermostat Recycling Corporation to reach an expanded audience in the state, as it has in recent years.

MLRA will reserve a portion of its 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, radio, newspaper, or television advertising.

5. Social Media – MLRA plans to create accounts on Facebook and Instagram. 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 recent years, MLRA will conduct site visits annually in Vermont that will include personal visits to collection locations and will offer to co-visit locations with the department as well. These visits will serve as a touchpoint with location staff to ensure the program is running smoothly and also assist with preparing containers for shipment.

Annual Report

As required by §7153 of the Act, MLRA 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 MLRA 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, MLRA 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 the program's 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 MLRA 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, MLRA 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 previous program administrator conducted an audit in 2022, and the auditor submitted his report the Secretary on August 31st of that year. The next audit will take place in the year 2027, and the recommendations will be sent to the Secretary no later than September 1st, 2027. MLRA will notify the Vermont DEC on or before March 1st of that year of its plan to undertake an audit.

Appendices

- MLRA Participation Form
- Current Collection Sites - February 2024

MERCURY LAMP COLLECTION PARTICIPATION FORM

For use ONLY in the states of Maine and Vermont

Use this form to order containers through Mercury Lamp Recyclers Association (MLRA) for waste mercury compact fluorescent lamps and 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.

MLRA utilizes Veolia’s RecyclePak® program. The containers are supplied with everything needed to return waste mercury lamps. MLRA assumes all recurring costs to ship and process waste mercury lamps in the approved containers. By completing this form, the participant agrees to the terms and conditions found on page 2.

Upon receipt of a completed participation form, MLRA will forward this information to Veolia ES Technical Solutions, LLC. Please allow ten business days for processing. Please keep a copy of this form for your records.

Inquiries about the Program? Please visit www.lamprecycle.org

Contact Information for Participation			
Type (must check one): <input type="checkbox"/> Retailer <input type="checkbox"/> Municipal			
Location Name:		Website:	
Address:		City:	State: ME or VT Zip:
Contact Name:	Phone:	Email:	

Collection Location Information
[MLRA will publish this information on its website directory of collection locations]

Name of Collection Site: _____

Collection Site Point of Contact: _____

Shipping Address 1: _____

Shipping Address 2: _____

City: _____

State (circle one): MAINE or VERMONT

ZIP: _____

Email completed form to support@lamprecycle.org

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 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.

Veolia ES Technical Solutions, L.L.C.

2024 Collection Sites

Location	Type	Street	Mailing	City	State	Zip Code	County
Broughton's True Value Hardware	HARDWARE	3437 VT Route 22A	P.O. Box 5	Bridport	VT	05734-4416	Addison
Martin's Hardware & Building Supply, Inc.	HARDWARE	68 West Street	68 West Street	Bristol	VT	5443	Addison
Addison Solid Waste Mgmt District Transfer Station	HHW	1223 RT. 7 South		Middlebury	VT	5753	Addison
Martin's Hardware & Building Supply, Inc.	HARDWARE	859 Route 7 South	859 Route 7 South	Middlebury	VT	5753	Addison
Aubuchon Hardware #063	HARDWARE	40 Court St	40 Court Street, STE 2	Middlebury	VT	5753	Addison
Aubuchon Hardware #083	HARDWARE	113 #F Monkton Rd.	113 #F Monkton Rd.	Vergennes	VT	5491	Addison
Miles Lumber Company	HARDWARE	178 Chittenden Drive	178 Chittenden Drive	Arlington	VT	05250	Bennington
Bennington Transfer Station (Casella Waste Systems	HHW	904 Houghton Lane		Bennington	VT	5201	Bennington
Casella Northshire Transfer Station	HHW	310 Tennis Way		Dorset	VT	5251	Bennington
R. K. Miles Manchester Center	HARDWARE	618 Depot Street	PO Box 1125	Manchester Center	VT	05255-9807	Bennington
Aubuchon Hardware #091	HARDWARE	1131 Depot St	1131 Depot St	Manchester Center	VT	05255	Bennington
Pownal Transfer Station	HHW	645 Maple Grove Rd.		Pownal	VT	5261	Bennington
Sunderland Transfer Station	HHW	4561 Sunderland		Sunderland	VT	5250	Bennington
Town of Barnet TS (end of Town Hwy. 14, St. Johnsbury)	HHW-NEK	900 Town Forrest Road		Barnet	VT	5250	Caledonia
NEKWMD Town of Danville Recycling Ctr	HHW	347 Peacham Road	PO Box 183	Danville	VT	05828-9667	Caledonia
Town of Danville	HHW	347 Peacham Road		Danville	VT	5828	Caledonia
Poulin Lumber	HARDWARE	439 Wolcott Street	PO Box 289, Derby, VT 05829	Hardwick	VT	5843	Caledonia
Aubuchon Hardware #062	HARDWARE	222 Junction Rd	222 Junction Rd	Hardwick	VT	5843	Caledonia
NEKWMD Waterford Transfer Station	HHW	2727 Duck Pond Road		Lower Waterford	VT	5848	Caledonia
Wheeler Building Materials, Inc.	HARDWARE	152 Church Street	PO Box 72	Lyndonville	VT	5851	Caledonia
Lyndonville Hardware	HARDWARE	583 Broad Street	583 Broad Street	Lyndonville	VT	5851	Caledonia
Northeast Kingdom Solid Waste Management District	HHW	224 Church Street	PO Box 1075	Lyndonville	VT	5069	Caledonia
Newark Transfer Station	HHW	1358 Newark Street		Newark	VT	5871	Caledonia
Town of Peacham	HHW	750 E. Peacham Road		Peacham	VT	5069	Caledonia
Groton/Ryegate Recycling Center	HHW-NEK	269 School Street		Ryegate	VT	5042	Caledonia
Aubuchon Hardware #025	HARDWARE	222 Hastings Street	222 Hastings Street	St. Johnsbury	VT	5819	Caledonia
St. Johnsbury Transfer	HHW	548 High Street		St. Johnsbury	VT	5819	Caledonia
Town of Waterford Transfer Station	HHW - NEK	Town Garage, Duck Pond Road		Waterford	VT	5819	Caledonia
Town of Burke	HHW	212 School St		West Burke	VT	05871-9009	Caledonia
Larrabees Building Supply	HARDWARE	1410 US Route 2 West	PO Box 67	West Danville	VT	5873	Caledonia
Homeport Ltd.	Lamp Store	52 Church St.		Burlington	VT	5401	Chittenden
Bibens Ace Hardware Burlington	HARDWARE	1127 North Avenue	1127 North Avenue	Burlington	VT	5408	Chittenden
CSWD Burlington Drop-Off Center	HHW	339 Pine Street		Burlington	VT	5401	Chittenden
City Hardware	HARDWARE	156 College Street	156 College Street	Burlington	VT	5401	Chittenden
Walsh Electric Supply	Wholesale	30 Champlain Drive	30 Champlain Drive	Colchester	VT	5446	Chittenden
Bibbins Lakeshore Ace	HARDWARE	713 W. Lakeshore Drive	713 W. Lakeshore Drive	Colchester	VT	5446	Chittenden
CSWD Essex Drop-Off Center	HHW	218 Colchester Road		Essex Junction	VT	5452	Chittenden
Bibens Ace Hardware	HARDWARE	15 Essex Way	15 Essex Way	Essex Junction	VT	05452	Chittenden
CSWD Hinesburg Drop-Off Center	HHW	907 Beecher Hill Road		Hinesburg	VT	5461	Chittenden
Aubuchon Hardware #183	HARDWARE	22 Commerce St #1	22 Commerce St #1	Hinesburg	VT	5461	Chittenden
Jerihill Ace Hardware Attn: Kevin	HARDWARE	249 Vermont Route 15	PO Box 298	Jericho	VT	05465-9641	Chittenden
CSWD Milton Drop-Off Center	HHW	36 Landfill Road		Milton	VT	5468	Chittenden
Milton Ace Hardware	HARDWARE	5 Southerberry Drive	5 Southerberry Drive	Milton	VT	05468-4537	Chittenden
Aubuchon Hardware #100	HARDWARE	199 US Route7 S, #101	199 US Route7 S, #101	Milton	VT	5468	Chittenden
Casella Richmond Drop-Off Center	HHW	80 Rogers Lane		Richmond	VT	5477	Chittenden
Richmond Home Supply	HARDWARE	99 Railroad Street	99 Railroad Street	Richmond	VT	5477	Chittenden
Aubuchon Hardware #173	HARDWARE	50 Shelburne Shopping Park	50 Shelburne Shopping Park	Shelburne	VT	05482-7488	Chittenden
CSWD Environmental Depot	HHW	1011 Airport Parkway		South Burlington	VT	5403	Chittenden
CSWD South Burlington Drop-Off Center	HHW	87 Landfill Road		South Burlington	VT	5403	Chittenden
Bibens Ace Hardware	HARDWARE	1961 Williston Rd	1961 Williston Rd	South Burlington	VT	05403	Chittenden
CSWD Williston Drop-Off Center	HHW	1492 Redmond Road		Williston	VT	5495	Chittenden
Vermont Lamp and Shade	Lamp Store	29 Taft Corners Shopping Center		Williston	VT	5495	Chittenden
Canaan Transfer Station	HHW	186 Treatment Plant Road		Canaan	VT	5903	Essex
Town of Concord	HHW	110 Brook Road		Concord	VT	5824	Essex

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Town of East Haven Transfer Station	HHW- NEK	58 Community Building Road	PO Box 10	East Haven	VT	5837 Essex
NEKWMD Brighton Recycling Ctr	HHW	621 Railroad Street		Island Pond	VT	05846-9626 Essex
Gervais Ace Hardware	HARDWARE	62 Cross St	PO Box 145	Island Pond	VT	5846 Essex
NEKWMD Town of Lunenburg	HHW	47 Transfer Station Road		Lunenburg	VT	5452 Essex
Town of Norton Transfer Station	HHW	249 VT 114 South		Norton	VT	5452 Essex
Bakersfield Transfer Station	HHW	380 Main Street		Bakersfield	VT	5441 Franklin
Greens Ace Hardware	HARDWARE	10 Railroad St	P.O. Box 548	Enosburg Falls	VT	5450 Franklin
Sticks & Stuff	HARDWARE	2 Orchard Street	2 Orchard Street	Enosburg Falls	VT	5450 Franklin
Northwest Vermont Solid Waste Management District	HHW	158 Morse Dr		Fairfax	VT	05454 Franklin
J. & L. Hardware, Inc.	HARDWARE	4 Field Road	4 Field Road	Fairfax	VT	5454 Franklin
Montgomery Transfer Station	HHW	86 Mountain Road		Montgomery	VT	5471 Franklin
NWSWD - St. Albans City	HHW	83 Rewes Dr		St. Albans	VT	05478-2000 Franklin
St. Albans Ace Hardware	HARDWARE	109 North Main Street	109 North Main Street	St. Albans	VT	5478 Franklin
Sticks & Stuff	HARDWARE	44 Lower Newton Street	44 Lower Newton Street	St. Albans	VT	5478 Franklin
Aubuchon Hardware #072	HARDWARE	204 Swanton Rd.	204 Swanton Rd.	St. Albans	VT	5478 Franklin
Memorial Hardware	HARDWARE	25 Memorial Drive	156 College Street	Swanton	VT	5488 Franklin
Aubuchon Hardware #076	HARDWARE	145 1st Street	145 1st Street	Swanton	VT	5488 Franklin
Alburgh Transfer Station	HHW	10 Dump Road		Alburgh	VT	5440 Grand Isle
NWSWD North Hero Transfer Station	HHW	362 West Shore Road		North Hero	VT	5486 Grand Isle
Cambridge Transfer Station	HHW	951 VT Rte 104		Cambridge	VT	5444 Lamoille
Eden Drop Off Center	HHW	3625 VT-100	29 Sunset Dr. Morrisville (mailing only)	Eden	VT	5652 Lamoille
Casella Hyde Park Transfer Station	HHW	1855 VT100		Hyde Park	VT	5655 Lamoille
Aubuchon Hardware #161	HARDWARE	4879 Route 15	4879 Route 15	Jeffersonville	VT	5464 Lamoille
Johnson Hardware and Rental	HARDWARE	1442 VT Rt 151	1442 VT Rt 15W	Johnson	VT	05656-9647 Lamoille
LRSWMD Johnson Drop Off Center	HHW	941 Wilson Road	29 Sunset Dr. Morrisville (mailing only)	Johnson	VT	05656 Lamoille
The Country Home Center	HARDWARE	85 Center Road	85 Center Road	Morristown	VT	05661-8585 Lamoille
Morrisville Transfer Station	HHW	832 Cochran Road	29 Sunset Dr. Morrisville (mailing only)	Morrisville	VT	5661 Lamoille
Needham Electric Supply	Lamp Store	106 Goodell Ave		Morrisville	VT	5661 Lamoille
R K Miles Morrisville	HARDWARE	207 Portland St	207 Portland St	Morrisville	VT	05661 Lamoille
Aubuchon Hardware #057	HARDWARE	925 Brooklyn St	925 Brooklyn St	Morrisville	VT	5661 Lamoille
Stowe Hardware	HARDWARE	430 MOUNTAIN ROAD	P.O. BOX 66	Stowe	VT	5672 Lamoille
LRSWMD Stowe Transfer Station	HHW	91 Dump Road	29 Sunset Dr. Morrisville (mailing only)	Stowe	VT	5672 Lamoille
R K Miles Stowe	HARDWARE	785 Sylvan Park Rd	785 Sylvan Park Rd	Stowe	VT	05672 Lamoille
Casella Bradford Transfer Station	HHW	314 Fairground Road		Bradford	VT	5033 Orange
CORINTH RECYCLING CENTER/TRANSFER STATION	HHW	1184 BROOK ROAD	1387 Cookeville Rd.	CORINTH	VT	5039 Orange
Casella's Randolph Transfer	HHW	250 Landfill Rd.		Randolph	VT	5060 Orange
Strafford Recycling Center	HHW	59 VT Rte. 132		South Strafford	VT	5070 Orange
Thetford Transfer Station	HHW	4659 VT Rte. 113		Thetford	VT	5075 Orange
Albany/Irasburg Recycling Center	HHW - NEK	1030 Main Street		Albany	VT	5820 Orleans
New England Waste Services of Vermont	HHW	21 Landfill lane		Coventry	VT	5825 Orleans
Sticks & Stuff	HARDWARE	400 Quarry Rd	400 Quarry Rd	Derby	VT	05855 Orleans
Poulin Lumber Inc	HARDWARE	3639 US Route 5	3639 US Route 5	Derby	VT	05829-9490 Orleans
NEKWMD Derby Recycling Ctr	HHW	3427 US Route 5		Derby	VT	5829 Orleans
NEKWMD Glover Recycling Ctr	HHW	1600 Dry Pond Rd		Glover	VT	05839 Orleans
Willeys True Value	HARDWARE	7 BREEZY AVE.	7 BREEZY AVE.	Greensboro	VT	05841 Orleans
NEKWMD Greensboro Recycling Ct	HHW	Town Hwy 8		Greensboro	VT	05841 Orleans
NEKWMD Holland Recycling Ctr	HHW	3157 Valley Rd		Holland	VT	05830 Orleans
Jay/Troy Transfer Station	HHW - NEK	1375 Cross Road		Jay	VT	5859 Orleans
Town of Morgan Transfer Station	HHW - NEK	285 Hatton Hts		Morgan	VT	05853-9601 Orleans
The Pick and Shovel	HARDWARE	54 Coventry Street	54 Coventry Street	Newport	VT	05855-2126 Orleans
Newport Center Recycling Center	HHW	4091 Route 105		Newport Center	VT	5857 Orleans
JB Colton	HARDWARE	66 Main St.	66 Main St.	Orleans	VT	5860 Orleans
NEKWMD WESTFIELD TRANSFER STATION/RECYCLING CENTER	HHW	757 VT R 100		Westfield	VT	5829 Orleans
Town of Westmore Transfer Station	HHW - NEK	6988 VT Route 5A		Westmore	VT	5829 Orleans
Brandon Transfer Station	HHW	31 Corona Street		Brandon	VT	5733 Rutland
Aubuchon Hardware #079	HARDWARE	654 Washington Street	PO Box 424	Fair Haven	VT	5743 Rutland

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Goodro Lumber & True Value	HARDWARE	4489 Route 4	4489 Route 4	Killington	VT	5751	Rutland
Williams Hardware	HARDWARE	51 Main Street, Ste. 1	51 Main Street	Poultney	VT	5764	Rutland
Noble Ace Hardware	HARDWARE	261 North Main Street	261 North Main Street	Rutland	VT	5701	Rutland
Lavalley Building Supply	HARDWARE	48 Windcrest Road	PO Box 955	Rutland	VT	5701	Rutland
The House of Lights	Lamp Store	778 US Route 4 East		Rutland	VT	5701	Rutland
Rutland County Solid Waste Transfer Station	HHW	14 Gleason Road		Rutland	VT	5701	Rutland
Aubuchon Hardware Store #049	HARDWARE	85 S Main St	85 S Main St	Barre	VT	5641	Washington
Barre Electric Supply	Wholesale	856 US Route 302- Berlin 2		Barre	VT	5641	Washington
Nelson Ace Hardware	HARDWARE	188 N Main St. Suite 4	188 N Main St. Suite 4	Barre	VT	05641-4370	Washington
CVSWMD Additional Recycling Center	HHW	540 North Main Street		Barre	VT	5641	Washington
Harry's Hardware	HARDWARE	3087 Main Street	PO Box 147	Cabot	VT	5647	Washington
NEKWMD Cabot Recycling Ctr	HHW	153 Sawmill Road		Cabot	VT	5647	Washington
Sticks & Stuff	HARDWARE	13 Gallagher Road	13 Gallagher Road	Middlesex	VT	5602	Washington
Aubuchon Hardware #45	HARDWARE	40 Main Street	40 Main Street	Montpelier	VT	5601	Washington
Casella Waste Montpelier Depot	HHW	408 East Montpelier Road		Montpelier	VT	5602	Washington
Kenyons Hardware and Farm Supply	HARDWARE	93 North Main Street	93 North Main Street	Northfield	VT	05663-6742	Washington
Bisbee's Hardware	HARDWARE	109 Mad River Green Shop Ctr	PO Box 1029	Waitsfield	VT	05673-7297	Washington
Kenyon's Variety	HARDWARE	3337 Main Street	3337 Main Street	Waitsfield	VT	5673	Washington
Casella Waste Earthwise Transfer Station	HHW	6911 Main Street		Waitsfield	VT	5673	Washington
Waterbury True Value Hardware	HARDWARE	838 Waterbury Stowe Road	838 Waterbury Stowe Road	Waterbury	VT	05676-9730	Washington
Poulin Lumber	HARDWARE	258 Meadow Street	258 Meadow Street	Williamstown	VT	5679	Washington
Worcester Transfer Station	HHW	43 Calais Road	29 Sunset Dr. Morrisville (mailing only)	Worcester	VT	5602	Washington
Brown and Roberts Ace Hardware	HARDWARE	182 Main Street	182 Main Street	Brattleboro	VT	05301-2892	Windham
Martin's Fireside True Value	HARDWARE	895 Putney Road	895 Putney Road	Brattleboro	VT	5301	Windham
Windham Solid Waste Management District	HHW	327 Old Ferry Rd		Brattleboro	VT	5301	Windham
Londonderry Hardware	HARDWARE	5700 VT Route 100	5700 VT Route 100	Londonderry	VT	05148-9537	Windham
WW Building Supply	HARDWARE	551 VT Route 30	PO Box 806	Newfane	VT	5345	Windham
Wardsboro Transfer Station	HHW	77 Dump Rd		Wardsboro	VT	05355-6707	Windham
Rockingham/Westminister Recycling & Drop Off Center	HHW	7446 Route 5		Westminster	VT	5158	Windham
Town of Whitingham Transfer Station	HHW	4185 VT Route 100		Whitingham	VT	5361	Windham
W.W. Building Supply	HARDWARE	434 Route 100	PO Box 806	Wilmington	VT	5363	Windham
Central Supplies Bethel Mills	HARDWARE	839 VT Route 12 South, Randolph	PO Box 61	Bethel		06032	Windsor
Central Supplies Bethel Mills	HARDWARE	PO Box 61		Bethel		06032	Windsor
Cavendish Transfer Station	HHW	354 Route 131		Cavendish	VT	5142	Windsor
Aubuchon Hardware #042	HARDWARE	142 Main Street	142 Main Street	Ludlow	VT	5149	Windsor
LaValley Building Supply	HARDWARE	182 Pleasant St	182 Pleasant St	Ludlow	VT	05149	Windsor
Ludlow Transfer Station	HHW	336 Route 100 South		Ludlow	VT	5149	Windsor
Bibens Ace Home Center	HARDWARE	362 River Road	PO Box 381	North Springfield	VT	5150	Windsor
Norwich Transfer Station	HHW	24 New Boston Road		Norwich	VT	5055	Windsor
Weathersfield Transfer Station	HHW	5024 Route 106		Perkinsville	VT	5151	Windsor
The Hardware Store at Rochester	HARDWARE	56 Main Street	PO Box 38	Rochester	VT	5767	Windsor
Bethel - Royalton Transfer Station	HHW	122 Waterman Road		South Royalton	VT	05068	Windsor
Aubuchon	HARDWARE	3626 Vermont Route 14	PO Box 9	South Royalton	VT	5068	Windsor
Springfield Transfer Station	HHW	135 Fairground Road		Springfield	VT	5156	Windsor
Hartford Community Center for Recycling/Waste Management	HHW	2590 N Hartland Road		White River Junction	VT	5001	Windsor
Aubuchon Hardware #039	HARDWARE	2745 US Rte 5 N	2745 US Rte 5 N	Windsor	VT	5089	Windsor
ACE Woodstock Home & Hardware	HARDWARE	452 Woodstock Road	PO Box 627	Woodstock	VT	05091-9759	Windsor