

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 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 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 alternatively, if the Participant commingles lamps from covered and non-covered entities, the Participant utilizes a system to document the amount 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 collection and processing of any number of waste CFLs and 10 or fewer waste, non-CFL general purpose mercury-containing lamps, regardless of manufacturer, which are being disposed 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.
- 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.
- 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.

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(Continued from page 1)

- The Participant maintains a storage facility for waste CFLs and waste general purpose lamps that is secure, weather tight 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

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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 Technical Solutions, LLC. 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:

RecyclePak 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://www.lamprecycle.veoliaes.com>

Note: All Fields Required for Grey Portion of Application

Participant Administrator for Lamp Recycling Program

Name of Participant: _____

Participant Point of Contact: _____

Mailing Address 1: _____

Mailing Address 2: _____

City: _____ State: _____ ZIP: _____

Phone: (____) _____ Email: _____

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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: _____

Collection Site Point of Contact: _____

Shipping Address 1: _____

Shipping Address 2: _____

City: _____ State: _____ ZIP: _____

Phone: (_____) _____

Name of Collection Site: _____

Collection Site Point of Contact: _____

Shipping Address 1: _____

Shipping Address 2: _____

City: _____ State: _____ ZIP: _____

Phone: (_____) _____

VERMONT LAMP RECYCLING PROGRAM MUNICIPAL PARTICIPATION AGREEMENT

Name of Collection Site: _____

Collection Site Point of Contact: _____

Shipping Address 1: _____

Shipping Address 2: _____

City: _____ State: _____ ZIP: _____

Phone: (_____) _____

Name of Collection Site: _____

Collection Site Point of Contact: _____

Shipping Address 1: _____

Shipping Address 2: _____

City: _____ State: _____ ZIP: _____

Phone: (_____) _____

Name of Collection Site: _____

Collection Site Point of Contact: _____

Shipping Address 1: _____

Shipping Address 2: _____

City: _____ State: _____ ZIP: _____

Phone: (_____) _____

If additional collection sites need to be listed under the purview of the Participant Administrator, please reprint this page and append to submitted application.

Inquiries about the Program? Please call 703.841.3222.

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.