

**TOWN OF AURORA
SOLID WASTE AND RECYCLING COLLECTION SERVICES AGREEMENT**

THIS SOLID WASTE AND RECYCLING SERVICES AGREEMENT (“Agreement”) is effective October 1, 2026 (the “Effective Date”) by and between WASTE MANAGEMENT OF NEW YORK, LLC. (hereafter “Company”), and THE TOWN OF AURORA, a municipal corporation created under the laws of the State of New York (hereafter “Town”) (Company and Town each a “Party” and collectively the “Parties”).

WHEREAS, Town and Contractor entered into a Collection, Hauling and Disposal of Garbage/Trash/White Goods/Recyclables Agreement commencing January 1, 2019, subsequently amended on October 25, 2021 (“Amendment One”) and December 10, 2024 (“Amendment Two”);

WHEREAS, due to changes in services to be provided to Town, Town and Contractor mutually agree to enter into a new Agreement. The 2019 Agreement and associated Amendments shall be null and void as of the Commencement Date of this fully executed Agreement;

WHEREAS, Town has determined that it would be in the best interests of its residents to contract with Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and Town agree as follows:

1. DEFINITIONS

- a. **“Applicable Law”** means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.
- b. **“Bulky Waste”** means large household items that do not properly fit in a Cart. Such materials include but are not limited to furniture, carpet, doors, and plumbing fixtures. White Goods which (i) do not contain freon or (ii) have had freon professionally removed and are labeled as such with an official sticker, shall also be considered Bulky Waste.
- c. **“Cart”** means a plastic receptacle with a rated capacity of approximately ninety-six (96) gallons, having a hinged, fitted lid, and two (2) wheels.
- d. **“Collection Service(s)”** means the process by which Solid Waste and/or Recyclables are removed from Residential Service Locations and Municipal Service Locations, transported to a transfer, disposal or Processing facility, and subsequently disposed or processed.

- e. **“Construction and Demolition Debris”** or **“C&D Debris”** means commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, asphalt material, plumbing, windows, roofing material, concrete, wood, masonry, trees, remnants of new construction materials, wood scraps, scrap metal, building materials, and packaging. Construction and Demolition Debris does not include Unacceptable Waste.
- f. **“Disposal Facility”** means the Facility where the Solid Waste collected from the Town by the Company shall be taken for disposal.
- g. **“Overage”** is defined as (i) Solid Waste or Recyclables exceeding the Cart or Front load container’s intended capacity such that the lid does not fully close, or (ii) Solid Waste or Recyclables placed on top of or in the immediate vicinity of the Cart or Front-Load Container.
- h. **“Overflow Sticker”** is defined as a sticker supplied by the Town to residents for the purpose of placing Solid Waste at the curb in the event that the Solid Waste at that location exceeds the capacity of the Cart assigned to that location. Overflow Stickers may only be affixed to resident-supplied bags containing Solid Waste that do not exceed 30 gallons in capacity or 40 pounds in weight.
- i. **“Process”** or **“Processing”** means an operation or series of operations, whether involving equipment, manual labor, or mechanical, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclables are delivered to the Processing facility and ends when the finished Processed materials are sold or reused, and the residue is properly disposed
- j. **“Rates”** means the fees to be charged by Company to Town, and paid by Town to Company, for the Collection Services and other services provided by Company and included in Section 16 and Appendix A.
- k. **“Recyclables”** means the materials described as such in Exhibit A.
- l. **“Residential Service Location”** means any single-family, two-family or three-family residential location or any other residential location approved by the Town to receive service under this Agreement. Parcels with four (4) or more residential units are not Residential Service Locations and are not eligible for service under this Agreement unless specifically approved by the Town. Residential Service Locations may refer to single units or individual household units which are part of multi-family locations.
- m. **“Solid Waste”** means residentially generated putrescible and non-putrescible wastes and does not include liquid wastes, commercially or industrially generated wastes, Construction and Demolition Debris, Recyclables, Yard Waste, Unacceptable Waste or wastes of any kind not generated at Residential Service Locations or Municipal Service Locations serviced under this Agreement.

- n. **“Unacceptable Waste”** means any paints; pesticides; propane tanks; gas cylinders; automotive batteries; automobile part; tires; liquid, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous wastes; PCBs; toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations; any materials containing information protected by federal, state or local privacy and security laws or regulations; or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company’s equipment or facilities, or present a substantial endangerment to the health or safety of the public or Company’s employees. Title to and liability for Unacceptable Waste shall remain with the Town at all times. Unacceptable Waste shall not be knowingly collected under this Agreement.
- o. **“White Goods”** means any as appliance employing electricity, oil, natural gas or liquefied petroleum gas to supply heat or motive power to preserve or cook food, to wash or dry clothing, cooking or kitchen utensils or related items or to cool or heat air or water. “White Goods” shall also include lawnmowers and snow-blowers (with the fuel and the oil removed); food preparation grills (with the propane tanks removed); and metal items such as exercise equipment. White Goods do not include televisions, computer monitors, and any device or instrument containing a cathode ray tube; small electronic items such as DVD players, radios, computers, tires on or off the rim, propane and helium tanks. Company reserves the right to, in its sole discretion, exclude particular items based on their suitability to be collected, recycled or disposed.

2. **TERM.**

The Term of this Agreement shall be for Six (6) years and three (3) months commencing on October 1, 2026 (the “Commencement Date”) and expiring December 31, 2032. Upon mutual consent of the Parties, this Agreement may be extended for two (2) additional terms of five (5) years, subject to mutually agreeable pricing and terms.

3. **COLLECTION SERVICES.** Collection Services shall be provided as outlined below.

a. **Scope of Services:**

- i. **Curbside Solid Waste Collection:** The Company shall provide weekly automated collection of Solid Waste from all participating Residential Service Locations in Town-provided Carts. Curbside Solid Waste collection at Residential Service Locations shall occur on the same day of the week as Curbside Recyclables Collection.
- ii. **Curbside Recyclables Collection:** The Company shall provide bi- weekly collection of Recyclables from all participating Residential Service Locations in Town-provided Carts.

- iii. Bulky Item Collection: The Company shall provide for the collection of Bulky Waste from all participating Residential Service Locations on twelve (12) designated weeks throughout the year. Designated weeks shall be mutually determined by Town and Company.
 - iv. Carts: Company shall provide and distribute one (1) Cart for Solid Waste and one (1) Cart for Recyclables to each Residential Service Location on or around October 1, 2026. Additionally, Company shall deliver Carts to any Residential Service Locations added by Town after October 2026. Furthermore, Company shall own and maintain Carts throughout the duration of the Agreement and shall retain ownership of Carts upon the expiration of the Agreement. Residential Service Locations shall not be allowed more than one (1) Cart for Solid Waste and one (1) Cart for Recyclables.
- b. Service Specifications:
- i. Curbside Solid Waste: Material must be placed at the curb before 7:00 a.m. on the scheduled collection day. Solid Waste will only be collected if it is placed within a Town-provided cart or a Town-provided Overflow Sticker is affixed to bags outside the Cart. Stickered bags shall not exceed two (2) per Residential Service Location per week.
Curbside Solid Waste shall not be collected if:
 - Materials are not placed at the curb, which means within three (3) feet of the edge of the pavement or roadway.
 - Materials are not contained in a Cart or are in a bag without an affixed Overflow Sticker.
 - Carts cannot be lifted by an automated truck or safely handled by one person
 - Bags (with an Overflow Sticker affixed) exceed 30 gallons in capacity or 40 pounds in weight; or exceed two (2) in quantity per Residential Service Location per week
 - Materials are located at an address which is not associated with an eligible Residential or Municipal Service Location
 - Solid Waste is mixed with Recyclables, Yard Waste or Construction and Demolition Debris that are visible from inside the cab of the Company's collection vehicle
 - Carts contain Unacceptable Waste that is visible from inside the cab of the Company's collection vehicle
 - ii. Curbside Recyclables: Material must be placed at the curb before 7:00 a.m. on the scheduled collection day. Recyclables will only be collected if they are placed within Town-provided Cart and must meet the specifications of Recyclables as defined in Exhibit A.
Recyclables shall not be collected if:
 - Materials are not placed at the curb, which means within three (3) feet of the edge of the pavement or roadway
 - Materials are not contained in a Cart

- Recyclables are placed inside (a) plastic bag(s) – even if the bags are inside a Cart or have an Overflow Sticker affixed
 - Carts cannot be lifted by an automated truck or safely handled by one person
 - Materials are located at an address which is not associated with an eligible Residential or Municipal Service Location
 - Recyclables are mixed with Solid Waste, Yard Waste or Construction and Demolition Debris that are visible from inside the cab of the Company’s collection vehicle
 - Recyclables contain Unacceptable Waste that is visible from inside the cab of the Company’s collection vehicle
- iii. Bulky Waste: Residents must place the schedule item(s) at the curb before 7:00 a.m. on the scheduled collection day. Bulky Waste shall not be collected if:
- Materials are not placed at the curb, which means within three (3) feet of the edge of the pavement or roadway
 - Item(s) cannot be safely lifted by two people as determined by the Company.
- iv. Unacceptable Waste: Company shall not take title to Unacceptable Waste. Title of Unacceptable Waste shall remain with the Town at all times.

4. IMPROPERLY PREPARED MATERIALS

- a. The Company shall supply non-collection notices (tags). All drivers are to be provided an adequate supply of tags and are to leave a tag whenever materials are intentionally not collected.
- b. In the event that materials do not meet the specifications set forth in Section 3, Subsection b “Service Specifications”, the Company shall not collect the material, Company shall leave a tag and provide notification to the Town of the address that was not collected as well as the reason for non-collection.

5. CARTS

- a. All Carts at Residential Service Locations are the property of the Company
- b. Company shall, at its own expense, provide all parts and labor required to complete delivery, removal, swap and repair requests.

6. SOLID WASTE DISPOSAL

Company shall deliver Solid Waste collected under this Agreement to the Chaffee Landfill located at 10860 Olean Rd, Chaffee, NY “Disposal Facility” or, at an alternative facility determined at the Company’s sole discretion. In the event that the Disposal Facility becomes unavailable during the term of this Agreement, the Company shall be entitled to an equitable adjustment in the Rates to compensate for any additional costs incurred as a result of the change including, but not limited to, increased hauling

distances, wait times, tipping-related delays, and any other documented operational costs associated with the replacement Disposal Facility. The parties shall negotiate such equitable adjustment in good faith prior to implementation of the replacement Disposal Facility, or as soon as reasonably practicable thereafter.

7. RECYCLING PROCESSING

Company shall deliver Recyclables collected at Residential Service Locations to the Processing facility located at 266 Hopkins St, Buffalo, NY “Processing Facility” or, at an alternative facility determined at the Company’s sole discretion. In the event that Processing Facility becomes unavailable or commercially unviable during the term of this Agreement, the Company shall be entitled to an equitable adjustment in the Rates to compensate for any additional costs incurred as a result of the change including, but not limited to, increased hauling distances, wait times, tipping-related delays, and any other documented operational costs associated with the replacement Processing Facility. The parties shall negotiate such equitable adjustment in good faith prior to implementation of the replacement Processing Facility, or as soon as reasonably practicable thereafter.

8. HOLIDAY SCHEDULE

The following days shall be designated holidays on which the Collection Services shall not be provided: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, service will be delayed for one day starting on the day of the holiday and continuing through the end of that same week. For example, if a holiday were to occur on a Thursday, all Thursday services would be performed on Friday and all Friday services would be performed on Saturday. If a designated holiday falls on a Saturday or Sunday, there shall be no delay in Collection Services.

9. HAZARDOUS CONDITIONS

In the event weather or other circumstances create conditions which the Company deems unsafe to operate, Company shall notify the Town and Collection Services will be delayed one business day and Collection Services for all subsequent days during that same week will also be delayed by one business day. Examples of such circumstances include, but are not limited to the following:

- Impassable roads resulting from blanketing snowstorms, icy conditions, or unsafe road conditions resulting from construction activities.
- High Winds (e.g., tropical storms and hurricanes)
- States of Emergency

10. COMPLIANCE WITH LAWS

The Company shall comply with all applicable Federal, State, and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work

11. PERSONNEL AND EQUIPMENT

Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete Collection Services in a safe and timely manner.

12. CARE OF MUNICIPAL PROPERTY

Any such damage done to property by the Company's personnel during the fulfillment of the Company's obligations under this Agreement shall be repaired or paid for by the Company or may be repaired by the Town and the cost thereof deducted from any payment due the Company under the terms of this Agreement.

13. SUPERVISION

Company shall provide competent supervision in charge of working crews at all times while providing Collection Service.

14. MISSED PICKUPS AND COMPLAINTS

All Solid Waste and Recyclables must be placed at the curb or other designated location and ready for pick-up before 7:00 a.m. on the day of collection; any material not collected because it was not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly and shall resolve all missed pickups that are not the result of *force majeure* events by the close of the business day following the complaint, conditions permitting.

Town agrees to accept calls from residents who wish to report missed pickups and log complaints. Town shall communicate all such information to the Company through (i) direct entry on the Company's website or (ii) via email. The Town shall complete all such communication in a timely manner that reasonably allows the Company to resolve all such missed pickups and complaints by the close of the following business day. Additionally, residents may elect to contact Company directly by way of Company's website.

15. CLEAN UP ON ROUTE

The Company shall pick up any material that was spilled on the ground while in the process of serving Residential Service Locations or Municipal Service Locations whose material was properly set out for collection. Furthermore, the Company shall be responsible to clean any release of hazardous material from its vehicles deployed in the service of this Agreement.

16. COMPENSATION

a. Schedule of Charges: See Rates set forth in Appendix A.

b. Fuel Adjustment:

Beginning on January 1, 2027, the Town will be charged or rebated by the Company according to the following formula.

The adjustment will be based on the increase or decrease of in the index price of CNG fuel as measured by the U.S. Department of Energy, Energy Information Administration at <http://www.afdc.energy.gov/fuels/prices.html>, for the Central Region from an established baseline cost of \$3.35 per diesel gasoline gallon equivalent (DGE) including taxes of CNG.

For the term of this contract, the Baseline Fuel Price is \$3.35 per diesel gallon equivalent - including taxes (DGE) - for CNG fuel.

Increases or decreases, as determined above, will be applied to the predetermined volume of fuel used (baseline DGE), which will be 913 DGE per month for the term of this contract.

Example 1: If the CNG index price for the prior six (6) months is \$3.00 per DGE then the adjustment would be calculated as follows: Prior six-month average of \$3.00 minus Baseline Price of \$3.35 = (\$0.35) Multiplied by Baseline DGE of 913 = (\$319.55) Rebate to the Town.

Example 2: If the CNG index price for the prior six (6) months is \$4.00 per DGE then the adjustment would be calculated as follows: Prior six-month average Price of \$4.00 minus Baseline Price of \$3.35 = \$0.65 Multiplied by Baseline DGE of 913 = \$596.70 Charge to the Town.

Adjustments shall be calculated at the start of each six-month period (starting January and July), and the adjustment amount will be reflected as a charge or rebate for each month of that six-month period. The monthly amount calculated according to the formula above shall remain the same for each month of the six-month period. These adjustments are based on the CNG index price from the prior six-month period or from the most recent published price.

c. Other Increases. Company may increase rates to reflect increased costs resulting due to the occurrence of uncontrollable circumstances which are documented by Company, including, without limitation acts of God (such as fire and floods), changes in local, state or federal laws or regulations, imposition of taxes and fees and surcharges. Company may also, on an annual basis, propose increases in the charges to account for any increase in disposal or transportation costs, which proposed increases shall be subject to prior written approval of the Town, which approval shall not be unreasonably withheld. Company shall provide the Town with written notice of any increase in rates at least thirty (30) days prior to such

increase. In the event the Town and Company cannot agree to such increase, either party shall be entitled to terminate the Agreement with ninety (90) days prior notice.

- d. Payment. Town agrees to pay Company for services in accordance with Rates set forth herein. Company shall prepare and submit an invoice for the Town by the fifteenth (15th) day of each month. The Town shall make payment to Company for all undisputed invoiced amounts, within thirty (30) days of receiving said invoice. Town shall pay a service charge on all past due amounts at a rate of 1.5% per month. Payments made by credit card shall be limited to \$50,000 and shall be subject to a convenience fee. However, Town may pay amounts due, which exceed \$50,000, by credit card by dividing the total amount due into increments of \$50,000 or less and making multiple credit card payments, each of which will be subject to said convenience fee.
- e. Additional Carts. Collection Rates, as set forth in Appendix A, are based on collecting a maximum of 3,259 Carts for Solid Waste and 3,259 Carts for Recyclables. In the event the Town requests the Company to collect a quantity of Carts in excess of 3,259 for Solid Waste or 3,259 for Recyclables, the Town shall pay the Company the “Additional Cart” Rates set forth in Appendix A for each Cart exceeding the aforementioned limits. “Additional Cart” Rates shall apply if additional carts are the result of (i) the Town increasing the number of Residential Service Locations included under this Agreement or (ii) the result of the Town allowing Residential Service Locations to set out more than one (1) Solid Waste and/or one (1) Recyclables Cart per location.

For accurate billing, within thirty (30) days of the Commencement Date, and on the first business day of each January, April, July and October, the Town shall provide the Company with an updated count of:

- 1. Total participating households; and
- 2. All additional Carts added or removed (if applicable)

- f. Overflow Stickers. Company shall furnish the Town with Overflow Stickers which the Town shall make available for residents. Town agrees to pay the Company for each sticker furnished to the Town according to the Rates set forth in Appendix A.

17. DEFAULT AND TERMINATION

Except as otherwise provided in Section 22 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the

other Party of the default, and the defaulting Party shall have: thirty (30) days from the receipt of the notice to cure any default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement.

18. INDEPENDENT CONTRACTOR

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the Town for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give Town any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

19. ASSIGNMENT

Company shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, which consent shall not be unreasonably withheld provided that Company is not in breach or default hereunder and assignee party agrees in writing to undertake and perform all of Company's obligations hereunder, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town

20. FORCE MAJEURE

Except for the failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, epidemics, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party. Company shall be entitled to an equitable adjustment in price in the event of the occurrence of a Force Majeure Event that increases the cost of performing its obligations under this Agreement, provided that

if the Force Majeure Event delays performance for longer than thirty (30) days, the Town shall be entitled to seek replacement service from another hauler for the term of the Force Majeure.

21. INDEMNIFICATION

The Company agrees to indemnify, save harmless, and defend the Town from and against any and all liabilities, claims, penalties, forfeiture, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders to the extent caused by Company's employees, or its subcontractors breach of any term of or provision of this Agreement, or any negligent act or omission, or act of willful misconduct by the Company or its employees, or its subcontractors in the performance of this Agreement

The Town agrees to indemnify, save harmless, and defend the Company from and against any and all liabilities, claims, penalties, forfeiture, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders to the extent caused by Town's breach of any term of or provision of this Agreement, or any negligent act or omission, or act of willful misconduct by the Town or its employees in the performance of this Agreement.

In no event, whether in contract, tort or otherwise shall either party be liable to the other for any special, indirect, incidental or consequential damages.

22. INSURANCE

Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

<u>Type</u>	<u>Amount</u>
A. Worker's Compensation	Statutory
B. Employer's Liability	\$3,000,000
C. Comprehensive General Liability	\$5,000,000 per occurrence \$6,000,000 aggregate
D. Automobile Liability (owned and non-owned)	
i. Bodily Injury and Property Damage	\$1,000,000 per accident
E. Excess/Umbrella	\$15,000,000 per occurrence

The Town, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Collection Services, Company shall deliver to Town certificate(s) of insurance evidencing the required coverage.

23. MISCELLANEOUS PROVISIONS

- a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- b. This Agreement shall be construed in accordance with the law of the State of New York.
- c. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: 1700 West Park Drive
Westborough, MA 01581
Attn: Christopher Lucarelle,
Area Vice President

If to Town: _____

Attn: _____

- d. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.
- e. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above.

WASTE MANAGEMENT OF NEW YORK, LLC.

By: _____ Date: _____
Name: Christopher Lucarelle
Title: Vice President

TOWN OF AURORA

By: _____ Date: _____
Name: _____
Title: _____

Exhibit A

RECYCLABLES shall be dry, loose, not bagged, and include the following:

Paper Copier, office, loose leaf, construction & kraft paper Envelopes (with or without plastic windows) Flyers, magazines & newspapers Soft cover & phone books Plates (clean)	Other Fiber Products Corrugated cardboard Boxboard, coffee cup trays & egg cartons Pizza boxes (grease accepted / emptied of food) Paper towel & toilet paper rolls
Plastic* Cups (clear), tubs, jugs, jars and lids Bottles (beverage, food, detergent, vitamin & other) Containers (deli, fruit & clam shell) Egg cartons	Metal Aluminum beverage cans, baking trays, pie plates & foil Steel / tin food cans, empty paint cans
	Glass Bottles (beverage, wine & other) Jars

*As of the time of this Contract only plastic items listed in this table numbered 1,2 & 5 are considered recyclable. Unnumbered plastics or plastics labeled with numbers other than 1,2 & 5 will be considered residue.

Recyclables may be added or deleted upon mutual consent of the Parties.

RECYCABLES do not include the following:

Materials in plastic bags-even when otherwise recyclable Black plastic (e.g. take out trays) Bulky plastics (chairs, toys, buckets, storage containers) Clothing, bedding & other textiles Compostable food containers, cups & utensils Cup (colored plastic) Dishes, ceramics & porcelain Expanded polystyrene foam Flexible packaging and multi-laminated materials Flower pots & garden plastics Food & beverage cartons / aseptic containers Food waste Food wrappers Glass cookware, microwave trays, & pyrex Hot and cold paper beverage cups Light bulbs Metal pots, pans, hangers, toasters & other scrap metal Napkins, paper towels, tissues & soiled paper plates Plastic bags, plastic films, or plastic wraps	Plastic Prescription Medication Bottle Plastic utensils Shredded Paper Single brew coffee cups String & twine Unnumbered plastics Window glass, auto glass & mirror glass
	Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension
	Wet fiber and/or fiber that contains or has been contaminated with food debris
	Excluded Materials including but not limited to Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures

DELIVERY SPECIFICATIONS:

Single Stream Materials delivered by or on behalf of Town may not contain more than 10% Non-Recyclables or any Excluded Materials. In the event a load of Single Stream Materials does not meet Specifications, the load may be rejected and/or Town may be charged additional processing, return or disposal costs, including Excess Contamination Charges

Appendix A Pricing

1. Annual Rate for Collection Services:

October 1, 2026 – December 31, 2026

\$266.38 per Residential Service Location

January 1, 2027 – December 31, 2027

\$269.31 per Residential Service Location

Effective January 1, 2028

See “Consumer Price Index Annual Adjustment Formula” set forth below

2. Per Ton Rate for Recycling Processing:

October 1, 2026 – December 31, 2026

\$61.71 per Ton

January 1, 2027 – December 31, 2027

\$106.25 per Ton

Effective January 1, 2028

See “Consumer Price Index Annual Adjustment Formula” set forth below

3. Initial Additional Cart Rates (effective October 1, 2026 – December 31, 2027):

- Per Solid Waste Cart per Year: \$150.00
- Per Recyclables Cart per Year: \$90.00

4. Initial Overflow Sticker Rate (effective October 1, 2026 – December 31, 2027): \$5.00

Consumer Price Index Annual Adjustment Formula:

Effective January 1, 2028, and each January 1 thereafter, all rates shall increase by the same percentage increase as the change in the Consumer Price Index – Water, Sewer, Trash Index (CPI-WST) + one percent (1%), as published by the U.S. Department of Labor, for the most recent September as compared to the preceding September. For example, on January 1, 2028, the rate adjustment shall be calculated by comparing the CPI-WST from September of 2027 with the CPI-WST from September of 2026.

Appendix B
Insurance Certificate