

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 Universal Recycling Technologies in connection with using Universal Recycling Technologies 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

VERMONT LAMP RECYCLING PROGRAM MUNICIPAL PARTICIPATION AGREEMENT

Complete this Participation Agreement to enroll in the mercury-containing lamp recycling collection Program. Upon receipt of a completed and signed form, the Manufacturers' Coordinator will forward this information to the recycling vendor, Universal Recycling Technologies. 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: Paul Rodriguez
National Electrical Manufacturers Association
1300 North 17th Street
Suite 900
Rosslyn, VA 22209

Email: Paul.Rodriguez@nema.org

Once the Participant has received confirmation of enrollment, orders for lamp recycling containers may then be placed directly with Universal Recycling Technologies by:

Phone (toll-free): 877.278.0799 x314
Email: lbaileys@universalrecyclers.com

For additional information about the Program, visit <http://www.lamprecycle.org/vermont>.

For additional information about container ordering and/or shipping, visit <http://www.lamprecycle.wastesecure.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 703.841.3291.

URT/WASTESECURE™ TERMS AND CONDITIONS

Thank you for choosing URT 'URT/WasteSecure™' containers for the proper handling/recycling of your mercury-containing lamps. In order to serve you, we have prepared these URT/WasteSecure™ Terms and Conditions with details setting forth both your and our rights and obligations. Please understand that by using URT/WasteSecure™ you are agreeing to these Terms and Conditions.

RECITALS WHEREAS, CUSTOMER desires to engage URT to develop and maintain various programs as defined in the Proposals of Services ("POS") attached hereto and subject to the terms and conditions of this Services Agreement ("SA").

SERVICES AGREEMENT NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS As used throughout this Services Agreement, the following terms shall have the following meanings:

URT Materials: Any documentation, manuals, know-how, concepts, methodologies, or procedures that have been developed by URT and provided to CUSTOMER, including but not limited to customer databases, copyrights, trademarks, service marks, and patent rights, or other property or trade secrets of URT, except that the term URT Materials shall not include anything that constitutes CUSTOMER Materials, as defined below.

End User Data: Any information about an End User, including but not limited to "Personal Identification Data," that is provided to or collected by a Party in connection with the Services Agreement.

CUSTOMER: Any entity that has entered into a Services Agreement with URT for the provision of recycling services as defined in proposal of services.

CUSTOMER Materials: Any and all (a) documentation, manuals, data, know-how, concepts, methodologies, procedures, adaptations, enhancements, products, programs, features, or services developed by CUSTOMER, whether or not provided to URT, or provided by CUSTOMER to URT, including but not limited to customer databases, customer sales information, copyrights, trademarks, service marks, and patent rights, or other property or trade secrets of CUSTOMER.

Personal Identification Data: Any information provided to or collected by a Party in connection with the Services Agreement that: (a) reveals the identity of the person that provided the information or from whom the information was collected; or (b) can be used to derive the identity of the person that provided the information or from whom the information was collected. Personal Identification Data includes, but is not limited to, a person's name, address, phone number, fax number, email address, social security number or other government- issued identifier, or credit card information.

SERVICES OF THE PARTIES As defined with-in this Services Agreement proposal of services document, URT shall perform such services for and on behalf of CUSTOMER in accordance with this proposal of services.

TERM AND RENEWAL This Services Agreement shall commence on the Effective Date of Customer Purchase Order or VPO verbal purchase order, and shall remain in force for the terms set forth in customer Purchase Order and or VPO Verbal purchase order. Acceptance of order shall be at the sole discretion of Universal Recycling Technologies, LLC.

RETURN OF MATERIALS Only allowed materials are to be returned in URT containers and must be used in accordance with our instructions. Failure to do so could result in additional charges.

ADDITIONAL CHARGES/NON-CONFORMING MATERIALS Additional charges may apply if you exceed stated container capacity and/or ship materials not allowed. If you ship materials not allowed and we can accept these materials, additional charges may be incurred for the processing of these materials. If we cannot accept materials, you agree to accept materials/containers back at your expense and to reimburse any other costs that we incur. Materials will be considered non-conforming if it has constituents, characteristics, components or properties not included within the accepted materials.

DISCLAIMER In no event will you or we be responsible to the other for consequential, incidental, indirect, special or punitive damages in connection with these Terms and Conditions or your use of URT/WasteSecure™ containers, whether based in contract, tort, strict liability, statute or otherwise.

INDEMNIFICATION We promise to indemnify you (which includes your employees, officers and directors) from any and all liability (including reasonable attorneys fees) for which you may be responsible as the result of bodily injuries (including death), property damage, contamination of the environment or any violation of law to the extent the liability is caused by 1) our breach of these Terms and Conditions or 2) our employees', officers' and 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.

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, and also including attorneys' fees incurred to enforce this indemnity) 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. Your indemnification obligation applies to claims made by your employees, and for purposes of your obligation to indemnify us from such claims

OUR PROMISE We promise to provide you with URT/WasteSecure™ containers that have not been damaged and have been properly packed and sealed in accordance with our instructions, with contents limited to only the materials as described above. If a URT/WasteSecure™ prepaid shipping label was included in your container, please use this label to return the container to us. If you did not receive a prepaid label, please contact us at 888.350.2350 to arrange for shipping. As per 40 CFR 264.12(b), 273.18(d) and 273.38(d), we maintain the appropriate permits and agree to receive your materials as long as shipped according to container content, packing and shipping instructions. We will properly manage, recycle and dispose of the enclosed materials in accordance with the law, provided that we receive your URT/WasteSecure™ container within twelve (12) months of purchase date.

TITLE TO CONTAINER Until URT/WasteSecure receives and accepts any URT/WasteSecure™ containers, title and risk of loss of any URT/WasteSecure™ containers and its contents will remain with Customer and Customer is solely responsible for the contents of the URT/WasteSecure™ containers.

ENVIRONMENTAL CONSIDERATIONS URT shall manifest all wastes as URT's wastes under URT's EPA Hazardous Waste Generator Identification Number as may be required by law, and shall manage the disposal of such wastes. URT shall create and maintain any written report(s) of all such transactions as required by law or regulation.

URT/WASTESECURE™ TERMS AND CONDITIONS

ENTIRE SERVICES AGREEMENT Services Agreement constitutes and expresses the entire Services Agreement and understanding between the Parties hereto in reference to all the matters herein referred to, all previous discussions, promises, representations, and understandings relative thereto, if any, had between the Parties hereto, being herein merged.