

COMPREHENSIVE AGREEMENT

BETWEEN

THE RHODE ISLAND SOLID WASTE MANAGEMENT CORPORATION

AND

THE TOWN OF JOHNSTON

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1. Agreement

This Comprehensive Agreement is made as of this _____ day of March, 1996, by and between the Rhode Island Solid Waste Management Corporation (the "Corporation"), a public corporation organized under the laws of the State of Rhode Island and Providence Plantations, and the Town of Johnston (the "Town"), a municipal corporation organized and existing under the laws of the State of Rhode Island and Providence Plantations.

2. Recitals

WHEREAS, the Corporation is the owner and operator of waste facilities and real property located at 65 Shun Pike in the Town;

WHEREAS, the Town is affected by its role as the host community for waste facilities serving the cities and towns and businesses of the State of Rhode Island;

WHEREAS, the Corporation, as the owner and operator of waste facilities and real property in Johnston, is seeking a stable and cooperative working relationship with its host community;

WHEREAS, the Town, as the host community for the Corporation's waste facilities and properties, is seeking a stable and cooperative working relationship with the Corporation;

WHEREAS, the Town maintains that it is entitled to financial compensation as host community for the Corporation's waste facilities and properties pursuant to Rhode Island General Laws;

WHEREAS, various agreements between the Town and the Corporation, including but not limited to the following, previously provided host community benefits to the Town: Contract (for Construction of Public Water Service), dated January 22, 1987 (the "Public Water Service Contract"); Agreement Between the Rhode Island Solid Waste Management Corporation and the Town of Johnston for the Abatement of Tipping Fees, dated September 1, 1990 (the "Tipping Fee Agreement"); and the Agreement Between the Town of Johnston and the Rhode Island Solid Waste Management Corporation Regarding the Operation and Impact of the Central Landfill, dated September 6, 1990 (the "Central Landfill Agreement");

WHEREAS, the Agreement By and Among the Town of Johnston and the Rhode Island Solid Waste Management Corporation and Contract for Payment In Lieu of Taxes for the Landfill Gas Collection and Processing Project, dated May 1, 1987 (the "Landfill Gas Agreement"), is valid and currently in effect;

WHEREAS, the Corporation and the Town (collectively the "Parties") desire to enter into a new and comprehensive agreement which will supersede and supplant any and all agreements between them, whether oral or written, including the Public Water Service Contract, the Tipping Fee Agreement, and the Central Landfill Agreement but excepting the Landfill Gas Agreement, which shall remain in full force and effect. This new and comprehensive agreement shall satisfy all obligations for payments in lieu of taxes, host community benefits and assessments, reimbursement of educational costs, and all other payments, transfers, and obligations by and between the Parties, and establish the framework for the mutually-desired stable and cooperative working relationship;

NOW THEREFORE, in consideration of the agreements set forth herein and for other good and sufficient consideration given, the receipt of which is hereby acknowledged, the Parties agree as follows:

3. Definitions

As used in this Comprehensive Agreement, the following terms are defined as follows:

a. **Central Landfill:** That portion of the Corporation's facilities and real property located at 65 Shun Pike in Johnston licensed or used for landfilling of solid waste. The Central Landfill currently includes the real property and associated airspace defined herein as Phase I, Phase II, and Phase III, with future expansion projected to include Phase IV and Phase V; provided, however, that the Central Landfill shall not include any other facilities owned or operated by the Corporation in Johnston which are not operated or used for landfilling solid waste, such as the recycling facility also located at 65 Shun Pike.

b. **Gross Revenue:** Gross Revenue for purposes of calculating payments due under this Comprehensive Agreement shall be the total revenue as reported in conformity with generally accepted accounting principles on the Corporation's fiscal year audited financial statements, less any income derived from the operation of solid waste facilities outside the Town.

The Corporation's fiscal year financial statements shall be audited by an independent firm of Certified Public Accountants ("Independent Auditors") whose selection shall be approved by the Auditor General of the State of Rhode Island.

The Corporation's financial statements currently report total revenue as the sum of the following four categories:

operating income, interest income, recycling income and other income. Those categories shall be defined as follows:

i. Operating Income: Operating Income shall include income from all solid waste and sludge disposed of or processed at the Corporation's facilities except its materials recycling facility (MRF), less any credits due commercial and/or municipal customers.

ii. Interest Income: Interest Income shall include interest and dividend income from investments and bank deposits, less any amortization of premiums or discounts on investments.

iii. Recycling Income: Recycling Income shall include income from tip fees for use of the Corporation's MRF and from the sale of recovered materials from the MRF, less revenue share to the operator of the MRF and revenue share to users of the MRF.

iv. Other Income: Other Income shall include income derived from sources that are not reported in Operating Income, Interest Income and Recycling Income, including but not limited to methane royalties, real estate rental income, product sales, and gains from the sale of assets, less losses on the disposal of assets and less any costs associated with the generation of other income, including but not limited to real estate rental expenses.

Gross Revenue as reported in the Corporation's fiscal year 1995 audited financial statements totalled \$34,680,172. In fiscal year 1995, there was no income derived from the operation of solid waste facilities outside of the Town. A worksheet that contains the calculation of Gross Revenue for fiscal year 1995 is attached hereto as Exhibit A. Each year a similar worksheet shall be provided to the Town.

If the Corporation's Independent Auditors determine that the Corporation's income should be reported differently, the auditors shall prepare a report restating income in the format described above, and that restatement shall be used in calculating Gross Revenue.

c. Phase I: An area with a footprint of approximately 121 acres of unlined landfill and associated airspace in the Town formerly used for the disposal of solid waste, as depicted on the map attached as Exhibit B;

d. Phase II: An area with a footprint of approximately 25 acres of lined landfill and associated airspace in the Town

currently licensed and used for the disposal of solid waste and located contiguous to the western side of Phase I and piggybacking over the slope of Phase I, the footprint of which is depicted on the map attached as Exhibit B;

e. Phase III: An area of approximately 12 acres of land and associated airspace in the Town for which the Corporation is licensed to dispose of solid waste in a lined landfill but which has yet to be prepared for acceptance of solid waste, and located contiguous to the southwestern side of Phase II and piggybacking over the slope of Phase II, the footprint of which is depicted on the map attached as Exhibit B;

f. Phase IV: An area of approximately 45 acres of land and associated airspace in the Town described in the Preliminary Engineering Plans and other documents filed by the Corporation with the Rhode Island Department of Environmental Management in January 1994 in support of its "Application for the License to Operate a Solid Waste Facility," the footprint of which is depicted on the map attached as Exhibit B;

g. Phase V: An area of approximately 30 acres of land and associated airspace in the Town located in the general vicinity south of Phase I, Phase II and Phase III, and east of the proposed Phase IV as depicted on the map attached as Exhibit B;

4. Duration of Comprehensive Agreement

This Comprehensive Agreement shall take effect upon signing and ratification by the Johnston Town Council and the Board of Commissioners of the Corporation (the "Effective Date"), and shall remain in effect for as long as the Corporation, its successor or assigns owns or operates solid waste management facilities and landfills solid waste on property in the Town, including but not limited to Phase II, Phase III, Phase IV or Phase V.

If and when the Corporation, its successors or assigns cease to own or operate solid waste management facilities or to landfill solid waste on property in Johnston, the Parties shall have all rights each had prior to the Effective Date of this Comprehensive Agreement, except to claim compensation in addition to the payments made under Section 8(c) of this Comprehensive Agreement for any period prior to its cessation or to claim compensation for those disputed matters covered by Section 8(d) of this Comprehensive Agreement, but shall make good-faith efforts to negotiate a new comprehensive agreement.

5. **Prior Agreements**

The Parties hereby revoke and cancel all prior agreements regarding the payment of fees, grants, or monies of any type or the provision of services of any type by the Corporation to the Town, including but not limited to the Public Water Service Contract, the Tipping Fee Agreement, and the Central Landfill Agreement, but expressly not including the Landfill Gas Agreement, a copy of which is attached hereto as Exhibit C and all provisions of which shall remain in full force and effect as provided therein.

6. **Satisfaction of Legal Obligations**

The payments, transfers, obligations and provision of services provided herein shall fully satisfy all of the Corporation's past, present and future obligations to the Town for payments in lieu of taxes, host community benefits and assessments, and reimbursement of educational costs, including any legal obligations the Corporation may have to the Town pursuant to R.I. General Laws § 23-19-13(g)(1), § 23-19-13.4(2), and § 23-19-26(a).

7. **Cooperation Between the Parties**

a. **Working Relationship**

The Parties agree to maintain a working relationship and engage in continuous dialogue with respect to the Corporation's operations of waste facilities on property in the Town, the application of this Comprehensive Agreement, and all issues relating thereto. The Parties shall review the provisions of this Comprehensive Agreement not less than once each year; provided, however, that any modifications or amendments to this Comprehensive Agreement subsequent to any review by the Parties shall be effectuated in accordance with Section 13 of this Comprehensive Agreement.

b. **Legislative Initiatives**

The Town agrees to cooperate and work with the Corporation for a legislative initiative with regard to the Corporation's sale, lease, transfer, conveyance, or encumbrance of residential property in the Town owned by the Corporation.

c. **Improved Vehicular Access to the Corporation's Properties**

The Parties agree to cooperate in political and legislative efforts to achieve a reconfiguration of Interstate 295 ramps in order to provide improved vehicular access to the Corporation's properties in the Town and thus relieve Plainfield Pike and other local roadways of the burden of traffic to and from the Central Landfill.

d. **Industrial/Business Park**

The Parties shall work in concert to establish and develop an industrial/business park in the Town.

e. **Future Purchases of Real Estate**

The Parties agree that real estate purchased in the Town by the Corporation after the Effective Date of this Comprehensive Agreement for the purpose of gravel removal shall be subject to the terms of this Comprehensive Agreement; provided, however, that the Corporation shall be obligated to make payments subject to the tax rate established by the Town each year, calculated on assessed value of the real estate at the time of purchase, in lieu of taxes thereon to the Town, but in no event shall such calculation be based on any improvements to the real estate either at the time of purchase or subsequent to the purchase by the Corporation. Such payments in lieu of taxes shall be in addition to other payments made pursuant to this Comprehensive Agreement.

f. **Land for Recreational Use**

The Corporation shall cooperate with the Town to identify land owned by the Corporation that may be suitable for recreational purposes, which land the Corporation does not require for other purposes.

g. **Other Uses of Corporation Land**

The Corporation shall cooperate with the Town to identify land owned by the Corporation that may be suitable for communication installations and firefighter training programs, which land the Corporation does not require for other purposes.

h. Dismissal of Pending Litigation

The Town and the Corporation agree to cooperate in the dismissal of all pending litigation and the vacation or termination of all outstanding consent decrees or rights of appeal, including by executing and filing any necessary stipulations of dismissal, motions to vacate, or other documents.

8. Obligations of the Corporation

a. Solid Waste Disposal Fees

i. For the duration of this Comprehensive Agreement, the Corporation agrees to abate the municipal solid waste disposal fees (the "tipping fees") that would otherwise be incurred by the Town for disposal of the Town's municipal solid waste at the Central Landfill, up to one hundred ten percent (110%) of the annual municipal solid waste disposal tonnage cap (the "cap") established by the Corporation for the Town in the same manner as said caps are established for all other Rhode Island municipalities that dispose solid waste at the Central Landfill.

ii. Any solid waste disposed by or on behalf of the Town at the Central Landfill over and above one hundred ten percent (110%) of the Town's cap ("over cap disposal") shall be paid for by the Town at the municipal contract rate for disposal and will not be subject to the above abatement. The Corporation shall bill the Town for any over cap disposal fees in the same manner and under the same terms and conditions in which the Corporation bills other municipalities.

b. Recyclables

For the duration of this Comprehensive Agreement, the Corporation agrees to abate any tipping fees applicable to recyclables that would otherwise be incurred by the Town for disposal of the Town's recyclables at the Corporation's waste facilities.

c. Host Community Benefit

i. The Corporation shall make annual payments to the Town for all years in which this Comprehensive Agreement is in effect. The annual payments shall be calculated as follows: \$1,500,000.00 (the "base payment") plus three and one-half percent (3.5%) of the Corporation's Gross Revenue as defined in Section 3 of this Comprehensive Agreement; provided, however, that

in no event shall the annual payment be less than \$1,500,000.00, nor greater than ten percent (10%) of the Corporation's Gross Revenue.

ii. For purposes of computation of the annual payment, the first year of this Comprehensive Agreement shall start on April 1, 1996, based upon the Corporation's audited financial statements for the fiscal year ending June 30, 1995. Each subsequent year shall start on April 1 (the "contract year") and the annual payment shall be based upon the Corporation's Gross Revenue for the fiscal year ending June 30 of the preceding year. The Corporation hereby covenants and agrees to calculate such Gross Revenue on a timely basis and, within thirty (30) days after the audited report is issued and approved by the Auditor General, to compute the annual payment due for the subsequent year and notify the Town of said computation; provided, however, that such computation shall be provided to the Town no later than December 1 after the issuance and approval of said audited financial statement.

iii. The annual payment shall be paid on a quarterly basis in arrears. The first payment shall be due on July 1, 1996, for the quarter beginning April 1, 1996 (for the April, May, June quarter of that year). Each subsequent quarterly payment shall be due on October 1 (for the July, August, September quarter), January 1 (for the October, November, December quarter), and April 1 (for the January, February, March quarter) of each year in which this Comprehensive Agreement is in effect. If the Corporation fails to make a payment within thirty (30) days after the due date (the "grace period"), interest shall accrue from the expiration of the grace period at the rate of six percent (6%) per annum. Such interest charge shall be calculated daily and compounded monthly until such time as the quarterly payment is received by the Town.

iv. For the contract year beginning April 1, 2001 and every five years thereafter in which this Comprehensive Agreement is in effect, the base payment in effect for the previous five (5) years shall be increased ten percent (10%), so that the base payment for the period April 1, 2001 through March 31, 2006, shall be \$1,650,000.00, the base payment for the period April 1, 2006 through March 31, 2011 shall be \$1,815,000.00, etc.

d. Settlement of Prior Disputed Amounts

i. Within thirty (30) days of the Effective Date of this Comprehensive Agreement, the Corporation shall pay the Town \$3,150,000.00 in full satisfaction of all outstanding disputed amounts owed to the Town by the Corporation from the beginning of time up to and including the Effective Date, including but not limited to disputes involving tipping fees, payments in lieu of taxes, host community benefits and assessments, reimbursement of education costs, recycling grants, and any consent decrees entered in any litigation involving the Parties.

ii. The Corporation waives any and all rights it may have to enforce any outstanding disputed amounts owed to it by the Town, including but not limited to all payments for past due tipping fees and any rebate due for excessive payments made to the Town in lieu of taxes.

e. Provision of Services

i. Street Sweeping. The Corporation shall regularly sweep Greenhill Road; Shun Pike from Greenhill Road to Scituate Avenue; and Scituate Avenue from Shun Pike to the Interstate 295 overpass. In addition, the Corporation shall sweep the following streets at least once per year:

Shun Pike from Peck Hill Road to Scituate Avenue; Old Pocasset Road from Scituate Avenue to Central Avenue; Macera Circle; Scituate Avenue from Shun Pike to boulders beyond Macera Circle; Apple Tree Lane; Central Avenue from Old Pocasset Road to Bishop Hill Road; Reservoir Avenue from Central Avenue to Alaina Drive; and Alaina Drive.

ii. Visual Inspections. The Corporation shall regularly conduct visual inspections of the following roads and shall identify and remove litter and debris, regardless of whether said litter or debris is from vehicles travelling to or from the Corporation's facilities in the Town:

Greenhill Road; Shun Pike from Peck Hill Road to Scituate Avenue; and Scituate Avenue from the Interstate 295 overpass to boulders beyond Macera Circle; Old Pocasset Road from Scituate Avenue to Central Avenue; Macera Circle; Apple Tree Lane; Central Avenue from Old Pocasset Road to Bishop

Hill Road; Reservoir Avenue from Central Avenue to Alaina Drive; and Alaina Drive.

f. Expansion of Curbside Recycling Program

No later than July 1, 1996, the Corporation shall offer the Town the ability to enter into the maximum recycling program, on the same terms and conditions made available to other municipalities.

g. Covenant Not to Seek Landfill Expansion North and West

The Corporation covenants and agrees that it shall not seek to expand the Central Landfill, or operate any other landfill in Johnston to the north or west of Phase I, Phase II, Phase III, Phase IV, or Phase V. The Corporation further covenants and agrees that it shall not seek either a site certification from the Statewide Planning Council or a license from the Department of Environmental Management to do so. This Comprehensive Agreement neither prohibits nor permits expansion in an easterly direction.

h. Covenant Not to Operate Tire Incineration Facility

The Corporation covenants and agrees not to site, attempt to site, or operate a tire burning facility in the Town.

i. Conservation Restrictions

The Corporation covenants and agrees not to develop any land which is located within the watershed of the Scituate Reservoir.

j. Revegetation

The Corporation covenants and agrees that it shall develop and implement a schedule for revegetation of any land it owns from which it has excavated soil or common borrow, a copy of which schedule it shall provide to the Town, and that it shall comply with any applicable Rhode Island Department of Environmental Management and United States Army Corps of Engineers regulations and/or permits; provided, however, that pursuant to Section 10 of this Comprehensive Agreement, the Town shall not have any right under this Comprehensive Agreement to enforce the terms and conditions of said regulations and/or permits.

k. Central Landfill Capping and Superfund Cleanup

The Corporation covenants and agrees to clean up and cap all of its waste disposal facilities as required by law, including but not limited to Superfund remediation, and to hold the Town harmless for any costs associated with such cleanup and capping activities.

l. Environmental Emergency Fund

The Corporation shall establish an environmental emergency fund for the purpose of investigating or analyzing emergency environmental issues arising from the Corporation's operations at the Central Landfill. Such funds shall support activities including but not limited to emergency water quality testing, well testing, and odor control evaluation; provided, however, that the distribution of such funds shall be in the discretion of the Corporation and the total distribution from the fund shall not exceed \$25,000 in any fiscal year of the Corporation.

9. Obligations of the Town

a. Covenant Not to Impede Landfill Use and Development

i. The Town agrees that it will support and shall not oppose the Corporation's efforts in operating, and/or permitting, and/or developing Phase II, Phase III, Phase IV, and Phase V for non-hazardous waste disposal. The Town also agrees that it will support and shall not oppose any and all activities necessary to accomplish the permitting, development and operation of Phase IV and Phase V for non-hazardous waste disposal, including but not limited to the relocation of Cedar Swamp Brook. The Town acknowledges that the Corporation must develop and maximize the capacity of both Phase IV and Phase V for non-hazardous waste disposal, and therefore the Town agrees that the Corporation shall piggyback these phases onto existing Central Landfill phases and each other; provided, however, that the height of such piggybacked phases shall not exceed the height permitted at the time of the Effective Date of this Comprehensive Agreement.

ii. The Town covenants and agrees that it shall not directly or indirectly oppose, object to, hinder, bring legal action of any kind, or participate in any legal action of any kind against the Corporation's efforts to use and operate Phase II, Phase III, Phase IV, and Phase V as described in subparagraph i above; provided,

however, that the Town reserves all other rights at law and in equity which may arise as a result of the Corporation's action or inaction or events or series of events involving the Corporation which do not directly or indirectly involve matters relating to this Comprehensive Agreement.

iii. The Town covenants and agrees not to exercise in any way any authority that it may have: (1) pursuant to R.I. General Laws § 2-1-21(a) to veto or disapprove a request by the Corporation to alter wetlands; or (2) pursuant to R.I. General Laws § 23-18-11.1 to veto or disapprove a request by the Corporation for a disinterment permit, if such veto or disapproval will adversely affect, delay, or interfere with the permitting, licensing or operation of a landfill, recycling facility or gravel excavation operation.

b. Use of Water Distribution and Sewer Collection and Distribution System

i. The Town agrees to allow the Corporation to connect to and use the Town's water distribution system and the Town's sewer collection and distribution system when required by the Corporation and without limitation.

ii. The Corporation may purchase from the Town, and the Town shall supply, a fresh water supply for use in the Corporation's operations. Any such supply and sale shall be on the same terms and conditions that govern the supply and sale to other industrial customers in the Town. Any payments made pursuant to this paragraph shall be in addition to other payments made pursuant to this Comprehensive Agreement.

10. Compliance with Operating Licenses

The Corporation shall fully comply with the terms of any licenses issued to it by the State of Rhode Island, the United States Government, or any subdivision or agency thereof. The terms and conditions of such licenses, however, are specifically not made part of this Comprehensive Agreement and the Town shall not have the right under this Comprehensive Agreement to enforce said terms and conditions.

11. Land Operational Issues

The Corporation agrees to maintain and enforce operational policies for its facilities in the Town, including but not limited to the following:

a. Days and Hours of Operation

Except in an emergency, the Corporation shall not operate the Central Landfill on Sundays and not earlier than 6:00 a.m., or later than 5:00 p.m., on Mondays through Saturdays.

b. Litter Control

The Corporation shall maintain and enforce a policy requiring that all vehicles bringing solid waste to the Corporation's waste facilities cover their loads and have appropriate equipment, in good working order, necessary to prevent inadvertent loss of solid waste and recyclable material. This policy shall require the Corporation to deny access to any vehicle that continues to violate the Corporation's policy after written warning.

c. Vermin, Rodent, Insect, and Bird Control

The Corporation shall take all reasonable steps to control vermin, rodents, insects, and birds at its facilities such that they do not constitute a public health threat or a nuisance to properties in the Town. The Corporation shall have a plan to control birds and shall comply with the statutory Gull Control Program (R.I.G.L. § 23-19.13-1). The Corporation shall, if necessary, use the services of a professional pest and/or bird control specialist.

d. Methane Collection System/Odor Control

The Corporation shall maintain its current odor control practices, which include application of daily cover and development and maintenance of a Central Landfill gas collection system.

e. Noise Control

The Corporation shall maintain and enforce a policy requiring that all vehicles operating at its facilities in the Town or delivering materials to its facilities in the Town are fitted with and using effective mufflers and other noise reduction equipment, in good working order. This policy shall require the Corporation to deny access to any vehicle that continues to violate the Corporation's policy after written warning.

f. Windblown Refuse

The Corporation shall reduce windblown litter to the extent practicable by applying daily cover, using portable windscreens, and employing "litter crews" to pick up windblown refuse on the Corporation's property and neighboring property in the Town as needed based on wind and weather conditions.

g. Dust Control

The Corporation shall continue to control dust from its operations, including but not limited to paving internal roadways with recycled asphalt, using water trucks to wet down problematic areas, sweeping streets regularly, and vegetating excavated areas.

h. Vegetative Screening

The Corporation shall continually evaluate the need for additional vegetative screening of the Corporation's operations and develop a schedule for planting any additional screenings the Corporation reasonably deems necessary.

i. Complaints

The Corporation shall create and maintain a complaint log for registering all complaints by residents of the Town. Complaints shall be logged by date, name of the complainant, substance of the complaint, and records of action taken by the Corporation.

j. Access and Security

The Corporation shall continually evaluate the issues relating to access to the Corporation's property and security of the Corporation's facilities, including but not limited to the use of police officers employed by the Town for security details.

12. Dispute Resolution

a. Compulsory Mediation

All disputes relating to the interpretation of this Comprehensive Agreement or any matter not addressed in this Comprehensive Agreement which cannot be resolved by the Parties shall be submitted to mediation prior to the filing of any legal action.

b. Mediation Procedure

At any time after the Effective Date of this Comprehensive Agreement, either the Town or the Corporation may seek the services of a mediator to resolve a dispute relating to the interpretation of this Comprehensive Agreement or any matter not addressed in this Comprehensive Agreement. The selection of the mediator shall be governed by the Commercial Mediation Rules of the American Arbitration Association. The scope and the terms of the mediation shall be established by the selected mediator; provided, however, that neither the Town nor the Corporation, their respective successors or assigns shall be compelled to mediate an issue for longer than three (3) mediation sessions, or thirty (30) days from the selection of a mediator, whichever occurs first. Provided further that neither the Town nor the Corporation, their respective successors or assigns may be compelled to attend more than nine (9) mediation sessions in a calendar year. All costs of the mediation shall be split evenly by the Parties.

13. Merger Clause

Except as otherwise specifically stated herein, this Comprehensive Agreement supersedes and cancels all previous agreements, whether oral or written, between the Town and the Corporation. This Comprehensive Agreement may be modified solely by a further writing signed by the Parties and approved by the Johnston Town Council and the Board of Commissioners of the Corporation. No alleged prior or contemporaneous promises or representations (whether oral or written) of the Parties concerning the Corporation's waste facilities, any consideration to be provided, or any past, present, or future activities by the Corporation relating thereto shall be enforceable or shall otherwise survive this Comprehensive Agreement, except to the extent set forth herein. The Town agrees that, in deciding to enter into this Comprehensive Agreement, it is relying solely on its own and its advisors' independent investigation of the facts it believes to be true and not on any representation(s) made by any third party or by the Corporation relating to the condition of the Corporation's waste facilities, or to any payments or other consideration to be provided to the Town, except to the extent it is contained in this Comprehensive Agreement.

14. Assignment

The Corporation may assign any or all of its rights and obligations under this Comprehensive Agreement to any other

financially responsible state entity, department or agency or third party designated by the Corporation; provided, however, that the Town's entitlement to payment hereunder shall not be in any way abrogated or diminished by such assignment.

15. Binding Effect

This Comprehensive Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns.

16. Severability

If any provision of this Comprehensive Agreement is held invalid, the remaining provisions shall not be affected thereby and this Comprehensive Agreement shall be enforceable in accordance with the remaining valid provisions and terms thereof.

17. Governing Law

This Comprehensive Agreement shall be governed by and construed according to the laws of the State of Rhode Island.


IN WITNESS THEREOF, the Town and the Corporation have caused this Comprehensive Agreement to be executed in duplicate originals by their respectively authorized officers, subject to approval and/or ratification by the Town Council and Board of Commissioners, respectively, as evidenced by appropriate resolutions and/or certificates indicating such approval or ratification which shall be appended as Exhibits to this Comprehensive Agreement when obtained.

FOR THE RHODE ISLAND SOLID WASTE MANAGEMENT CORPORATION:



Dominic L. Ragosta
Chairman

Dated: April 2, 1996



Edward F. Connelly
Acting Executive Director

Dated: April 2, 1996

The execution of this Comprehensive Agreement has been properly authorized by the governing body of the Rhode Island Solid Waste Management Corporation and is executed by the properly authorized officials.

Sherry G. Starusso-Mulhearn

Dated: April 2, 1996

Sherry Starusso-Mulhearn
General Counsel
Rhode Island Solid Waste
Management Corporation

FOR THE TOWN OF JOHNSTON:

Louis A. Perrotta
Louis Perrotta
Mayor

Dated: March 27, 1996

The execution of this Comprehensive Agreement has been properly authorized by the governing body of the Town of Johnston and is executed by the properly authorized official.

Milan T. Azar
Milan T. Azar
Solicitor
Town of Johnston

Dated: 3-27-96

F:\DOCS\KRS\SWMC6320.FIN

RHODE ISLAND SOLID WASTE MANAGEMENT CORP.

Account Assignments for
Income Statement

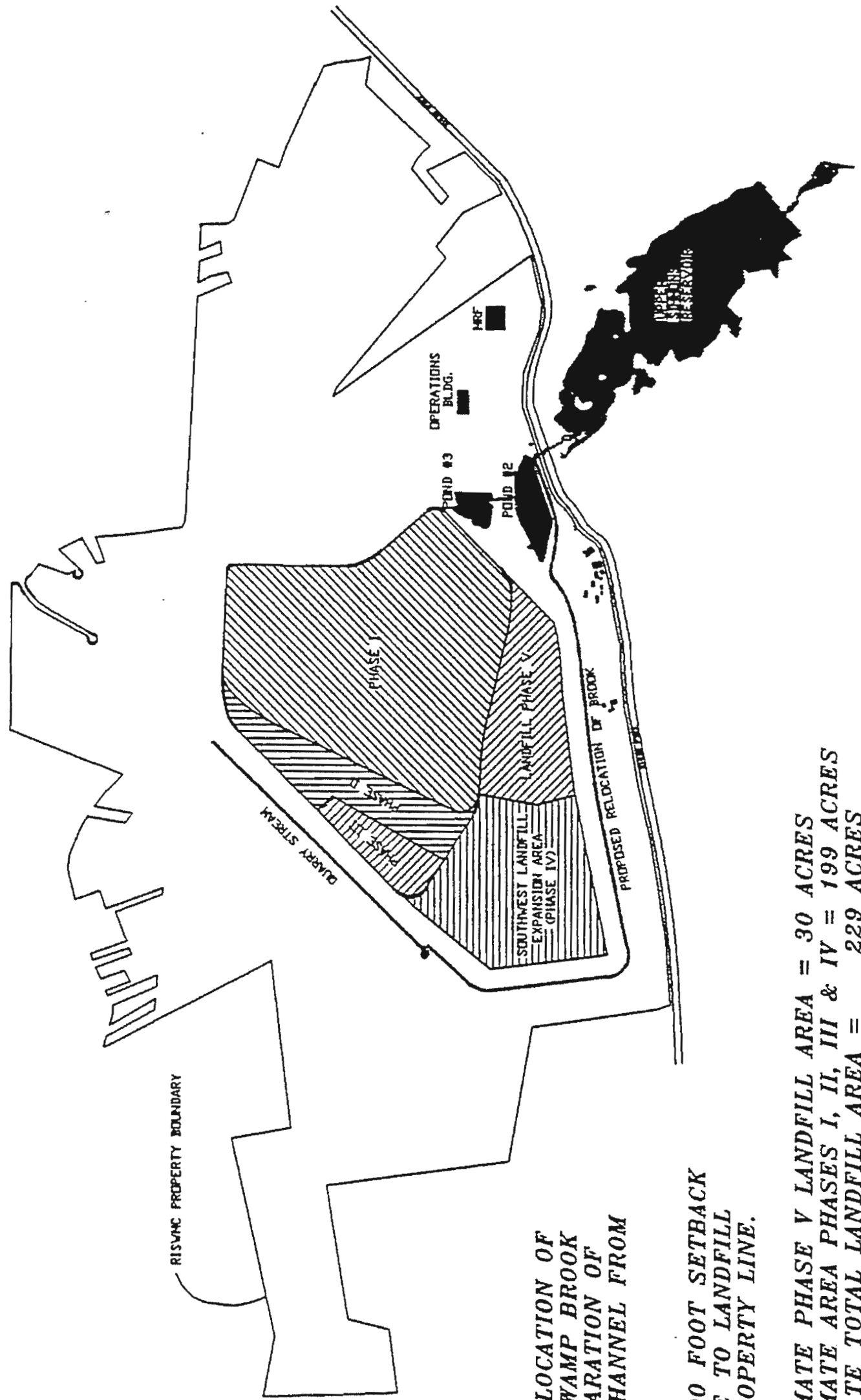
| #/Description | Column 1 amount |
|-------------------------------------|-----------------|
| Operating income | |
| 01D1020 COMMERCIAL SOLID WASTE | (625,948.42) |
| 02D1020 REVENUE ROUNDING- TIPPING | (41.57) |
| 03D1020 COMMERCIAL SLUDGE | (539,856.06) |
| 06D1020 AUTO RESIDUE | 0.00 |
| 07D1020 CONTRACTED COMMERC WASTE | (13,658,363.08) |
| 01D1020 MUNICIPAL SOLID WASTE | (12,627,924.40) |
| 02D1020 MUNICIPAL OVER CAP | (168,511.49) |
| 03D1020 MUNICIPAL SLUDGE | (101,807.10) |
| 04D1020 WHITE GOODS- MUNICIPAL | (2,349.90) |
| 00D1020 TIRE DISPOSAL | (71,337.40) |
| 01D1020 BATTERIES DISPOSAL | (10.00) |
| 00D1020 DEMOLITION | 49,235.69 |
| | ----- |
| | (27,746,913.73) |
| Rest income | |
| 00D1020 INT INC- POST CLOSE PE I | 0.00 |
| 00D1020 DELINQUENT CHARGE | (11,159.67) |
| 00D1020 INTEREST INCOME- INVESTMT | (1,545,034.56) |
| 00I1010 INTEREST INCOME | (311,072.43) |
| 01D1020 AMORT OF PREM/DISC ON INV | 1,061.82 |
| | ----- |
| | (1,866,204.84) |
| Recycling income | |
| 01R2010 COMMERCIAL RECYCL INCOME | (49,307.80) |
| 00R2010 RECYCLING INCOME | (0.28) |
| 02R2010 CLEAR GLASS- RECYCL INC | (227,847.04) |
| 03R2010 BROWN GLASS- RECYCL INC | (57,776.34) |
| 04R2010 GREEN GLASS- RECYCL INC | (22,021.84) |
| 05R2010 HDPE- RECYCLE INCOME | (639,293.06) |
| 06R2010 PET- RECYCLE INCOME | (331,066.69) |
| 07R2010 TIN- RECYCLE INCOME | (153,070.67) |
| 08R2010 ALUMINUM- RECYCL INCOME | (1,154,529.37) |
| 14R2010 D INK NEWS- RECYCL INC | (3,344,485.42) |
| 00R2010 RECYCL REV SHARE- CRINC | 1,807,953.07 |
| 50R2010 RECYCL REV SHARE- MUNICIPAL | 63,384.29 |
| 15R2010 CRAFT NEWS- RECYCL INC | (49,571.30) |
| 16R2010 NEWS- RECYCL INC WEST/FOS | (18,809.10) |
| 80R2010 TEXTILES | (67.00) |

RHODE ISLAND SOLID WASTE MANAGEMENT CORP.

Account Assignments for
Income Statement

| t #/Description | Column 1 amount |
|------------------------------------|-----------------------|
| 01D1020 COMMERCIAL RECYCL WASTE | (1,482.84) |
| | ----- |
| | <u>(4,177,991.39)</u> |
| r income | |
| 00A1010 OTHER INCOME | (111.50) |
| 00A1020 OTHER INCOME | 0.00 |
| 00A5010 OTHER INCOME | (780.75) |
| 00D1010 OTHER INCOME | (4.87) |
| 00D1020 OTHER INCOME | (8,939.44) |
| 00D4030 OTHER INCOME | 0.00 |
| 00R1010 OTHER INCOME | (55.00) |
| 00R2010 OTHER INCOME | (0.03) |
| 00D4030 METHANE ROYALTY | (611,449.79) |
| 00A5010 REAL ESTATE RENT INCOME | (388,486.74) |
| 00R1010 RECYCLING BINS | (3,283.95) |
| 01A5010 INTERCOMPANY DUMPING INC | (41.65) |
| 01R2021 INTERCOMP DUMPING INCOME | (248,572.16) |
| 02A5010 INTERCOMP DUMPING EXPENSE | 41.65 |
| 02R2021 INTERCOMP DUMPING EXPENSE | 248,572.16 |
| 01A5010 INTERCOMPANY DUMPING- LAQ | 0.00 |
| 01R2021 INTERCOMPANY DUMPING- MRF | 0.00 |
| 01A1010 SALARIES & WAGES | 0.00 |
| 00A5010 MGMT/TECHNICAL CONSULTANT | 3,050.00 |
| 00A5010 ADVERTISING/ PUBLIC EDU | 256.55 |
| 99A5010 OTHER PURCHASED SERVICES | 412.40 |
| 00A5010 POSTAGE/FREIGHT/DELIVERY | 0.00 |
| 00A5010 PRINTING & COPYING | 294.37 |
| 00A5010 ELECTRICITY | 903.21 |
| 01A5010 WATER & SEWER USE CHARGES | 10,727.10 |
| 00A5010 HEATING FUEL | 168.59 |
| 00A5010 REP & MAINT- BUILDINGS | 109,644.73 |
| 99A5010 OTHER EXPENSES | 487.60 |
| 00A1021 LOSS (GAIN) DISPOSAL ASST | 0.00 |
| 00D1021 LOSS (GAIN) DISPOSAL ASST | 0.00 |
| 00R2021 LOSS (GAIN) SALE OF ASSET | 3,305.35 |
| 01A1021 PROC FROM SALE OF ASSETS | (5,200.00) |
| 04A4010 LEGAL SETTLEMENTS- XTRAORD | 0.00 |
| | ----- |
| | <u>(889,062.17)</u> |
| Gross Revenue" | <u>34,680,72.13</u> |

POSSIBLE EXTENTS OF PHASE V LANDFILL EXPANSION AREA



NOTE RELOCATION OF CEDAR SWAMP BROOK AND SEPARATION OF BROOK CHANNEL FROM POND #2

NOTE, 600 FOOT SETBACK DISTANCE TO LANDFILL FROM PROPERTY LINE.

APPROXIMATE PHASE V LANDFILL AREA = 30 ACRES
 APPROXIMATE AREA PHASES I, II, III & IV = 199 ACRES
 APPROXIMATE TOTAL LANDFILL AREA = 229 ACRES

| | | | | | |
|-----------------------------|-------------------------|--|------|------|------|
| DATE | REVISED BY | DESCRIPTION | DATE | TYPE | DATE |
| | | | | | |
| DESIGN BY | TABLET | | DATE | | |
| DRAWN BY | | | | | |
| CHECKED BY | | | | | |
| APPROVED BY | | | | | |
| PROJECT NO. | Schematic Landfill Plan | | | PAGE | 1 |
| POSSIBLE EXTENTS OF PHASE V | | | | | 1 |
| Scale 1" = 500' | | | | | |
| | | RIDGE ISLAND SOLID WASTE MANAGEMENT CORPORATION 488748-4828 488748-7174 480 Main St., Johnston, Rhode Island 02819 | | | |

EXHIBIT B

AGREEMENT BY AND AMONG THE TOWN OF JOHNSTON,
THE RHODE ISLAND SOLID WASTE MANAGEMENT CORPORATION
AND CONTRACTOR
FOR PAYMENT IN LIEU OF TAXES
FOR THE
LANDFILL GAS COLLECTION AND PROCESSING PROJECT

This Agreement is made this 1st ~~30~~ day of May ~~January~~, 1987, by and among the Town of Johnston, Rhode Island ("Town"), the Rhode Island Solid Waste Management Corporation ("RISWMC"), and Contractor ("Contractor") selected by the RISWMC for the development of a project to collect and process landfill gas at the Johnston solid waste landfill (the "Project").

WHEREAS RISWMC wishes to collect and process landfill gas produced at the Johnston solid waste landfill ("Landfill"); and

WHEREAS said collection and processing of landfill gas is in the public interest of the Town of Johnston as it will control a potential source of pollution; and

WHEREAS the Project to collect and process landfill gas would be exempt from property tax if developed by RISWMC; and

WHEREAS RISWMC desires to use a private Contractor to assume responsibility for the implementation and operation of the Project; and

WHEREAS the Town of Johnston wishes to allow the economic implementation of the Project:

NOW, THEREFORE the parties agree as follows:

1. Except as otherwise stated herein or the context otherwise requires, words and phrases used herein shall have the same meaning as such words and phrases are given in the Landfill Gas Lease Agreement between RISWMC and the Contractor.
2. The Project will pay a royalty to the Town equal to one and one-half percent (1.5%) of Net Revenues Received in lieu of property taxes to the Town. Net Revenues Received as used herein shall mean total revenues received from any Purchaser of Product, including electricity, heat, processed landfill gas, or other energy form sold from the Project minus any charges imposed by said Purchaser to take Product from the Project, including without exception any reserve or escrow account which is established for the benefit of said Purchaser, minus the cost of treatment or disposal of wastes generated by the Project, should any regulatory or other agency require such treatment or disposal.
3. The Project will pay a minimum royalty of \$26,500 per year. The minimum royalty shall be first due twelve (12) months after groundbreaking for the installation of the gas processing system.

4. The Project will continue to make royalty payments on each one-year anniversary of ground-breaking for as long as the Project collects land-fill gas and sells Product.
5. Upon receipt of the above royalty, the Town shall make no other assessments against the Project for property taxes or other taxes that may be imposed by the Town from time to time.
6. The term of this Agreement shall be the life of the Project.
7. RISWMC shall make its selected Contractor a signatory to this Agreement and may assign its rights and responsibilities under this Agreement to Contractor.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

RHODE ISLAND SOLID WASTE MANAGEMENT CORPORATION
a Rhode Island corporation

BY: *John A. [Signature]*
Name
Chairman
Title

TOWN OF JOHNSTON

BY: *Joseph R. [Signature]*
Mayor

CONTRACTOR: *Hayden-Wegman*
Name of Contractor

a *New York* corporation

BY: *Donald [Signature]*
Name
Vice President
Title

Witness:
[Signature]; Secretary,
RISWMC
Paul S. Coranni

RHODE ISLAND SOLID WASTE MANAGEMENT CORPORATION
Ratification of Host Community Settlement Agreement

In Re: Comprehensive Agreement between Rhode Island Solid Waste Management Corporation and the Town of Johnston

Pursuant to the Rhode Island Solid Waste Management Corporation enabling legislation and by-laws the Board of Commissioners hereby ratifies the above stated agreement.

Date of Board Meeting
for initial ratification vote

April 2, 1996

Ratification Motion by:

Commissioner Clingham

Duly seconded by:

Rep. Robert Lowe, John St. Sauveur, Austin Ferland, and Kenneth Bianchi

Roll Call Vote: Affirmative votes by Commissioners Clingham, Lowe, Salisbury, Bianchi (telephonic), St. Sauveur (telephonic), Ferland (telephonic), and Chairman Ragosta.

April 12th, 1996
ratification signatures

Commissioner Clingham

John F. Clingham

Representative Salisbury

Wayne L. Salisbury

Commissioner St. Sauveur

Vice Chairman Austin Ferland

Austin Ferland

Chairman Dominic Ragosta

Dominic Ragosta

Commissioner Bianchi

Kenneth M. Bianchi

Commissioner Badeau

Roger B. Badeau

Commissioner Ligon

Amy W. Ligon

ENTERED:

Sherry Giarrusso-Mulhearn
Sherry Giarrusso-Mulhearn

TOWN OF JOHNSTON

TOWN COUNCIL

RATIFICATION OF CONTRACT

In Re: Comprehensive agreement between Rhode Island Solid Waste Management Corporation and the Town of Johnston

Pursuant to the Johnston Town Charter, the Johnston Town Council hereby ratifies the above stated agreement.

Date of Council Meeting: March 27, 1996

Ratification Motion by: Ballirano
Councilperson

Duly seconded by: Russo
Councilperson

~~Roll Call Vote:~~

Councilperson Cerra Aye Mary Cerra

Councilperson Silvestri Aye Richard A. Silvestri

Councilperson Russo Aye Robert V. Russo

Councilperson Ballirano Aye R. Ballirano

Council President Falvo Aye Joseph Falvo

ENTERED: Charlotte Lanni
Johnston Town Clerk