



DALTON-WHITFIELD REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AGENDA

DECEMBER 18, 2023
4:00 PM

DALTON CITY HALL – MAYOR & COUNCIL CHAMBERS, 300 WAUGH STREET,
DALTON, GEORGIA

- I. **Approval of Agenda**
- II. **Public Commentary**
- III. **OLD BUSINESS**
 - A. **Approval of Minutes – November 20, 2023**
 - B. **Approval of Finance Committee Meeting Minutes – December 13, 2023**
- IV. **NEW BUSINESS**
 - A. **Financial & Operational Reports**
 - 1. Transfer of Funds to City of Dalton & Whitfield County
 - 2. Status of Accounts – November
 - 3. Rainfall Report
 - 4. FINAL 2024 Budget & Fee Schedule
 - 5. Trinseo, LLC / DWSWA Landfill Gas Purchase Agreement
 - 6. Out-of-County Moratorium Extension
 - B. **Construction / Special Project Report**
 - 1. Phase 6 Cell 6 MSW Landfill Construction Update
 - C. **Recycling / Other Reports**
 - 1. MRF Report – November
 - 2. Target Recycling Program Update
 - 3. Recovered Materials Markets
 - 4. School Recycling Reports – November
 - 5. Curbside Recycling Report – City of Dalton
 - 6. Bring One for the Chipper Christmas Tree Recycling Event
 - 7. Convenience Center Recycling
 - 8. Other
- V. **Adjourn**

DALTON-WHITFIELD REGIONAL SOLID WASTE MANAGEMENT AUTHORITY
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Dalton-Whitfield Regional Solid Waste Management Authority

MINUTES FROM MEETING HELD November 20, 2023

Tyree Goodlett called the meeting to order at 4:00 p.m.

Members present – David Pennington, Tyree Goodlett, Jevin Jensen, Greg Jones and Benny Dunn

Others present are listed below:

Henry Tharpe – Sponcler & Tharpe, Rob Estes – Estes & Walcott

Staff – Dirk Verhoeff, Seth Lassitter, Michael Foxx and Amy Hartline

I. **Approval of Agenda**

Members received and reviewed written copies of the November 20, 2023 agenda. The agenda was approved unanimously as follows:

MOTION: Dunn

SECOND: Jones

II. **Public Commentary**

There was no public commentary.

III. **OLD BUSINESS**

A. **Approval of Minutes – October 16, 2023**

Members received and reviewed written copies of the minutes from the October 16, 2023 meeting. The minutes were approved unanimously as follows:

MOTION: Jensen

SECOND: Dunn

B. **Approval of Executive Session Minutes – October 16, 2023**

Members received and reviewed written copies of the minutes from the October 16, 2023 executive session meeting. The minutes were approved unanimously as follows:

MOTION: Jensen

SECOND: Dunn

IV. **NEW BUSINESS**

A. **Financial & Operational Reports**

1. **Status of Accounts – October**

Dirk Verhoeff reviewed the status of accounts through October 2023. All revenues are above budget with the exception of MRF and landfill gas.

Interest income is slightly below budget. Dirk also reported that the primary operations budget is within budget.

2. **Rainfall Report**

Dirk Verhoeff reviewed the rainfall data through November 16, 2023. Dirk reported that the landfill received 11% of normal for October. November is currently 5% of normal.

3. **DRAFT 2024 Budget Presentation**

Dirk Verhoeff presented the DRAFT 2024 budget to the Board for the second time. As the budget was presented, there is a 5% increase in operational expenses including capital purchases. The increase is primarily due to an increase in salaries, benefits and supply/parts. No disposal rate increase is proposed and the revenue budget is flat compared to 2023 estimated actuals.

B. Construction / Special Project Reports

1. **Phase 6 Cell 6 MSW Landfill Construction Update**

Seth Lassitter gave a brief update on the landfill cell construction. Mr. Lassiter presented a photo slide-show of the final drainage layer installation as well as the leachate collection system pump stations.

C. Recycling / Other Reports

The board reviewed the following reports and heard highlights from each.

1. MRF Report – October
2. Target Recycling Program Update
3. Recovered Materials Markets
4. School Recycling Reports – October
5. Curbside Recycling Report – City of Dalton
6. Conasauga River Watershed Cleanup
7. Convenience Center Recycling

V. Adjourn from Regular Meeting

The Authority adjourned from their regular meeting on the following motion:

MOTION: Jones

The Authority adjourned unanimously.

Tyree Goodlett, Chairman

Dirk Verhoeff, Secretary/Treasurer

Recorded & Approved



Dalton-Whitfield Regional Solid Waste Management Authority

MINUTES FROM THE FINANCIAL COMMITTEE MEETING HELD December 13, 2023

The meeting was held at Dalton City Hall – 300 West Waugh Street, Dalton, Georgia, in the 2nd floor conference room. The meeting began at 11:02 AM. Members present included Mayor David Pennington, Whitfield County Chairman Jevin Jensen, Rob Estes (Estes & Wallcott), Henry Tharpe, and Dirk Verhoeff (DWRSWMA). Also, present was James Swift (Dalton Daily Citizen).

- A. **2024 Draft Budget Review:** Dirk Verhoeff presented the 2024 Draft Budget which included summary of revenues and budgets for Landfill Operations, Methane Gas Operations, Landfill Development and Landfill Post-Closure. The Finance Committee members made a recommendation to adopt the budget, as is, at the December meeting scheduled for December 18, 2023.
- B. **Other – Fund Distribution to City of Dalton and Whitfield County:** After review of the 2024 budget and some discussion on expected 2023 revenues, David Pennington presented the request the DWSWA make a distribution of \$5 MM, \$2.5 MM each to the City of Dalton and Whitfield County Government. It was recommended the distribution be voted on at the December 18, 2023 Board meeting. It was also recommended that the distribution take place in January 2024.
- C. **Adjourn:** The meeting adjourned at approximately 11:41 PM.

Tyree Goodlett, Chairman

Dirk Verhoeff, Secretary/Treasurer

Recorded & Approved

YEAR-TO-DATE BUDGET REPORT

FOR 2023 11

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
9050 LANDFILL-ENTERPRISE FUND							
500001 REVENUES							
500001 344200 MRF REVENUES	-300,000	0	-300,000	-204,654.06	.00	-95,345.94	68.2%
500001 344250 RECYCLING REVENUE	-50,000	0	-50,000	-60,461.90	.00	10,461.90	120.9%
500001 344300 LFG REVENUE	-105,000	0	-105,000	.00	.00	-105,000.00	.0%
500001 344400 LANDFILL FEES	-8,170,000	0	-8,170,000	-8,292,074.04	.00	122,074.04	101.5%
500001 344450 WETLAND CREDITS	0	0	0	-64,152.00	.00	64,152.00	100.0%
500001 361400 INTEREST INCOME	-695,500	0	-695,500	-504,158.53	.00	-191,341.47	72.5%
500001 362000 REALIZED GAIN ON	0	0	0	71,517.60	.00	-71,517.60	100.0%*
500001 363200 RENTAL INCOME	0	0	0	-11,700.00	.00	11,700.00	100.0%
500001 389000 MISCELLANEOUS REV	-20,000	0	-20,000	-23,570.36	.00	3,570.36	117.9%
500001 392200 PROPERTY SALE (PF	0	0	0	-8,393.00	.00	8,393.00	100.0%
TOTAL REVENUES	-9,340,500	0	-9,340,500	-9,097,646.29	.00	-242,853.71	97.4%

YEAR-TO-DATE BUDGET REPORT

FOR 2023 11							
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
0050 LANDFILL-ENTERPRISE FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USE/COL
504210 LANDFILL DEVELOPMENT							
504210 000610 ENGINEERING	250,000	0	250,000	162,621.80	.00	87,378.20	65.0%*
504210 000660 CELL CONSTRUCTION	3,049,000	0	3,049,000	2,079,686.48	.00	969,313.52	68.2%*
504210 000690 CONSTRUCTION QA/Q	215,000	220,000	435,000	363,269.70	.00	71,730.30	83.5%*
504210 000760 MATERIALS/CONTRAC	200,000	0	200,000	187,082.09	.00	12,917.91	93.5%*
504210 000790 LEACHATE PRE-TREA	40,900	0	40,900	38,041.80	2,185.99	672.21	98.4%*
504210 001100 UNDERDRAINING	350,000	-220,000	130,000	.00	.00	130,000.00	.0%*
504210 521210 PROFESSIONAL - LE	2,000	0	2,000	.00	.00	2,000.00	.0%
504210 579000 CONTINGENCY	10,000	0	10,000	.00	.00	10,000.00	.0%
TOTAL LANDFILL DEVELOPMENT	4,116,900	0	4,116,900	2,830,701.87	2,185.99	1,284,012.14	68.8%

YEAR-TO-DATE BUDGET REPORT

FOR 2023 11								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT	
0050 LANDFILL-ENTERPRISE FUND	APPROP	ADJSTMTS	BUDGET	ACTUAL		BUDGET	USE/COL	
504240 LANDFILL OPERATION								
504240 000120 SAFETY PROGRAMS	15,000	0	15,000	13,202.32	.00	1,797.68	88.0%*	
504240 000190 REGULAR AUDIT	40,000	0	40,000	37,500.00	.00	2,500.00	93.8%*	
504240 000205 DALTON ALLOCATION	60,703	0	60,703	55,644.42	.00	5,058.58	91.7%*	
504240 000402 REPAIRS - TIRES	15,000	0	15,000	10,298.43	480.90	4,220.67	71.9%*	
504240 000404 REPAIRS - LT EQUI	3,500	0	3,500	3,275.15	.00	224.85	93.6%*	
504240 000592 TIRE PURCHASES	38,000	0	38,000	30,983.63	578.87	6,437.50	83.1%	
504240 000594 PURCHASES - LT EQ	14,000	0	14,000	2,602.94	155.65	11,241.41	19.7%	
504240 000610 ENGINEERING	50,000	0	50,000	47,171.75	.00	2,828.25	94.3%*	
504240 000760 MATERIALS/CONTRAC	250,000	0	250,000	182,976.54	5,114.80	61,908.66	75.2%*	
504240 000770 BRUSH GRINDING	130,000	0	130,000	103,350.00	.00	26,650.00	79.5%*	
504240 001020 COMPUTER SOFTWARE	2,000	0	2,000	.00	.00	2,000.00	.0%	
504240 001420 COMMISSIONS	0	0	0	932.50	.00	-932.50	100.0%*	
504240 001590 GEORGIA SUPERFUND	199,319	0	199,319	181,015.01	.00	18,303.99	90.8%*	
504240 001690 ENVIRONMENTAL TES	65,000	0	65,000	42,492.15	.00	22,507.85	65.4%*	
504240 001740 RECYCLING/EDUCATI	74,500	0	74,500	74,451.03	.00	48.97	99.9%*	
504240 001742 RECYCLING EDUCATI	30,000	0	30,000	14,788.11	.00	15,211.89	49.3%*	
504240 001750 TIRE RECYCLING	50,000	0	50,000	27,377.00	2,241.00	20,382.00	59.2%*	
504240 039990 CAPITAL OUTLAY	1,148,000	0	1,148,000	1,088,560.73	.00	59,439.27	94.8%*	
504240 511100 WAGES - REGULAR	2,286,744	0	2,286,744	1,863,463.87	7,366.20	415,913.93	81.8%*	
504240 511200 WAGES - PART TIME	56,065	0	56,065	49,244.58	.00	6,820.42	87.8%*	
504240 511300 WAGES - OVERTIME	299,833	0	299,833	265,239.50	.00	34,593.50	88.5%*	
504240 511310 WAGES - BONUS	4,500	0	4,500	.00	.00	4,500.00	.0%	
504240 512100 GROUP INSURANCE	415,000	0	415,000	384,452.83	.00	30,547.17	92.6%*	
504240 512200 FICA & MEDICARE	202,162	0	202,162	154,361.91	.00	47,800.09	76.4%*	
504240 512401 RETIREMENT DCP	242,357	0	242,357	160,794.37	.00	81,562.63	66.3%*	
504240 512402 RETIREMENT DBP	26,749	0	26,749	31,341.86	.00	-4,592.86	117.2%*	
504240 512600 UNEMPLOYMENT COMP	5,000	0	5,000	.00	.00	5,000.00	.0%	
504240 512700 WORKERS COMPENSAT	72,300	0	72,300	72,300.00	.00	.00	100.0%*	
504240 512900 OTHER EMPLOYEE BE	13,306	0	13,306	11,680.59	.00	1,625.41	87.8%*	
504240 521210 PROFESSIONAL - LE	116,000	0	116,000	45,479.00	.00	70,521.00	39.2%*	
504240 522210 BUILDING MAINTENA	35,000	55,000	90,000	84,643.89	.00	5,356.11	94.0%	
504240 522220 EQUIPMENT MAINT &	75,000	0	75,000	51,276.84	4,569.43	19,153.73	74.5%*	
504240 522320 RENTAL - EQUIPMEN	10,000	0	10,000	6,956.02	.00	3,043.98	69.6%*	
504240 523100 INSURANCE COMMERC	85,000	10,000	95,000	91,738.00	.00	3,262.00	96.6%*	
504240 523200 COMMUNICATIONS	29,000	0	29,000	23,485.93	233.06	5,281.01	81.8%*	
504240 523300 ADVERTISING	3,000	0	3,000	2,086.73	27.72	885.55	70.5%*	
504240 523620 CREDIT CARD & BAN	25,000	0	25,000	18,920.74	.00	6,079.26	75.7%*	
504240 531100 SUPPLIES - GENERA	11,000	0	11,000	9,700.49	.00	1,299.51	88.2%*	
504240 531110 SUPPLIES - OFFICE	8,810	0	8,810	4,222.90	672.29	3,914.81	55.6%*	
504240 531120 UNIFORMS	30,000	0	30,000	24,671.12	530.28	4,798.60	84.0%*	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 11									
ACCOUNTS FOR:			ORIGINAL	TRANFRS/	REVISED		AVAILABLE	PCT	
0050	LANDFILL-ENTERPRISE FUND		APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
504240	531140	SUPPLIES - PARTS	190,000	0	190,000	146,346.40	340.08	43,313.52	77.2%*
504240	531200	UTILITIES	95,000	0	95,000	69,789.91	.00	25,210.09	73.5%
504240	531250	OIL - LUBRICANTS	35,000	0	35,000	33,348.75	.00	1,651.25	95.3%*
504240	531270	GASOLINE	45,000	0	45,000	36,743.52	.00	8,256.48	81.7%*
504240	531275	DIESEL	450,000	0	450,000	354,814.75	.00	95,185.25	78.8%*
504240	531300	MEALS - FOOD	0	0	0	.00	1,838.25	-1,838.25	100.0%*
504240	531600	SMALL EQUIPMENT <	30,000	0	30,000	6,384.79	.00	23,615.21	21.3%*
504240	531700	OTHER SUPPLIES	5,000	0	5,000	1,402.22	.00	3,597.78	28.0%
504240	574500	FRAUDULENT CHARGE	0	0	0	54.70	.00	-54.70	100.0%*
504240	579000	CONTINGENCY	100,000	-55,000	45,000	.00	.00	45,000.00	.0%*
360L LEACHATE TRANSPORT/DISPOSAL									
504240	531200	360L UTILITIES	110,000	0	110,000	82,964.94	.00	27,035.06	75.4%*
		TOTAL LANDFILL OPERATION	7,296,848	10,000	7,306,848	6,004,532.86	24,148.53	1,278,166.61	82.5%

YEAR-TO-DATE BUDGET REPORT

FOR 2023 11

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
0050 LANDFILL-ENTERPRISE FUND							
504260 METHANE GAS OPERATIONS							
504260 000610 ENGINEERING	8,500	3,000	11,500	10,802.00	.00	698.00	93.9%*
504260 000625 TREATMENT EQUIP M	20,000	0	20,000	4,536.21	.00	15,463.79	22.7%*
504260 000690 CONSTRUCTION QA/Q	20,000	0	20,000	.00	.00	20,000.00	.0%*
504260 000760 MATERIALS/CONTRAC	5,000	0	5,000	1,550.53	.00	3,449.47	31.0%*
504260 522320 RENTAL - EQUIPMEN	2,000	0	2,000	.00	.00	2,000.00	.0%*
504260 523100 INSURANCE COMMERC	85,000	-10,000	75,000	62,354.24	.00	12,645.76	83.1%*
504260 531200 UTILITIES	25,000	0	25,000	17,697.73	.00	7,302.27	70.8%*
504260 579000 CONTINGENCY	10,000	-3,000	7,000	.00	.00	7,000.00	.0%*
TOTAL METHANE GAS OPERATIONS	175,500	-10,000	165,500	96,940.71	.00	68,559.29	58.6%

YEAR-TO-DATE BUDGET REPORT

FOR 2023 11

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
0050 LANDFILL-ENTERPRISE FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USE/COL
504290 LANDFILL CLOSURE							
504290 000570 SEDIMENTATION/ERO	5,000	0	5,000	.00	.00	5,000.00	.0%
504290 000610 ENGINEERING	15,000	0	15,000	.00	.00	15,000.00	.0%
504290 000880 GROUNDWATER MONIT	45,000	0	45,000	33,970.20	.00	11,029.80	75.5%*
504290 001520 VEG MAINTENANCE	5,000	0	5,000	.00	.00	5,000.00	.0%
504290 001530 CAP MAINTENANCE	20,000	0	20,000	.00	.00	20,000.00	.0%
504290 001545 METHANE - O & M	10,000	0	10,000	.00	.00	10,000.00	.0%
504290 001560 ROAD UPKEEP/REPAI	20,000	0	20,000	10,209.76	.00	9,790.24	51.0%*
504290 531200 UTILITIES	5,000	0	5,000	1,763.00	.00	3,237.00	35.3%
TOTAL LANDFILL CLOSURE	125,000	0	125,000	45,942.96	.00	79,057.04	36.8%
TOTAL LANDFILL-ENTERPRISE FUND	2,373,748	0	2,373,748	-119,527.89	26,334.52	2,466,941.37	-3.9%
TOTAL REVENUES	-9,340,500	0	-9,340,500	-9,097,646.29	.00	-242,853.71	
TOTAL EXPENSES	11,714,248	0	11,714,248	8,978,118.40	26,334.52	2,709,795.08	

Monthly Rainfall 2022
Old Dixie Hwy MSWL

Date	January	February	March	April	May	June	July	August	September	October	November	December
1	0.01	0.02		0.27			0.49					0.18
2	0.02	0.96	0.72			0.02	0.56					0.32
3	1.07	0.01	0.77	0.05			0.01	0.44				0.24
4	1.08					0.03		0.01				
5					0.05		1.37					
6					0.18			0.64		0.05		
7				1.76	0.62			0.25				
8	0.65	0.09		1.44								
9		0.06	0.04				0.25	0.53				1.12
10			0.17				0.39	0.36			0.05	1.93
11		0.18	0.08			0.15		0.15			0.17	
12	0.71	0.53	1.18			0.42		0.16	0.17	0.19		
13				0.08				0.87	0.01	0.02		
14				0.33		0.09		0.03		0.02		
15		0.02			0.05	0.11		0.24				
16		0.61	0.34	0.15	0.19				0.62			
17	0.47	1.01			0.69		0.54					
18	0.01						1.74					
19	0.16					0.61	0.04					
20					0.16	0.01				0.06		
21						2.20					1.07	
22	0.45		0.58	0.47		0.77						
23	0.01	0.01			0.01	0.01						
24		0.14										
25	1.19	0.25	0.87			1.01						
26		0.01	0.06	0.87								
27		0.02		1.72								
28				0.01				0.05				
29	0.27							0.74				
30	0.28			0.11		0.51	0.01			0.02		
31	0.30											
Total	6.68	3.92	4.81	7.26	1.95	5.94	5.40	4.47	0.80	0.36	1.29	3.79
<i>Normal</i>	5.86	4.93	6.34	4.30	4.28	4.38	4.76	3.65	5.00	3.31	4.79	4.92
% of Normal	114%	80%	76%	169%	46%	136%	113%	122%	16%	11%	27%	77%
YTD	6.68	10.60	15.41	22.67	24.62	30.56	35.96	40.43	41.23	41.59	42.88	46.67
<i>YTD Normal</i>	5.86	10.79	17.13	21.43	25.71	30.09	34.85	38.50	43.50	46.81	51.60	56.52
% of Normal	114%	98%	90%	106%	96%	102%	103%	105%	95%	89%	83%	83%

Budget Inputs

Disposal Fees (Revenue)

Year	Estimated Tons	Average Rate	Estimated Revenue		Actual Total	EPD Surcharge 2023 1/1/23 - 11/30/23	Tons	Rate	Fee
2015	160,000	\$ 29.62	\$ 4,739,200.00				199,224	\$ 0.75	
2016	180,000	\$ 29.50	\$ 5,310,000.00						
2017	190,000	\$ 30.40	\$ 5,776,000.00						
2018	200,000	\$ 28.35	\$ 5,670,000.00						
2019	210,000		\$ 6,364,400.00	March 1st Rate Increase factored					
2020	240,000	\$ 31.00	\$ 7,440,000.00						
2021	250,000	\$ 32.00	\$ 8,000,000.00		Actual		11/30/2023 199,224	\$ 39.94	\$ 7,957,913.47
2022	250,000	\$ 31.00	\$ 7,750,000.00		Forecast		217,336	\$ 39.94	\$ 8,681,360.15
2023	215,000	\$ 38.00	\$ 8,170,000.00	Rate increase 9-1-2022					
2024	215,000	\$ 39.94	\$ 8,587,100.00						

Capital Equipment

Estimate Notes

ALJON 525 Compactor		\$ 909,889.00	includes trade-in \$90k
F150 Trucks x 4	\$ 47,000.00	\$ 188,000.00	Ford of Dalton
Glass Container		\$ 13,000.00	Wastequip
Scalehouse Generator		\$ 10,000.00	System Concepts Plus
Litter Fence	8 units	\$ 65,000.00	BULL (\$61,740 ea.)
		\$ 1,185,889.00	
Engineering (Development)			
Balefill Expansion		\$ 35,000.00	421-0610 (D&O Plan, Construction Documents, EPD Submittals, etc.)
Scalehouse/Entrance Design		\$ 30,000.00	ACC
P6 Expansion		\$ 236,000.00	ACC (Public Meetings, USACE Permitting, Site Suitability)
		\$ 301,000.00	

DWRSWMA Summary of Revenues

Through

30-Nov

Description	BUDGET FY2023	YTD ACTUAL	Est. Actuals FY2023	BUDGET FY2024	% Change
Landfill Fees	\$ 8,170,000	\$ 8,292,074	\$ 9,045,899	\$ 8,587,100	5%
Recycling Revenue (Scrap Metal)	\$ 50,000	\$ 60,462	\$ 65,958	\$ 50,000	0%
MRF Revenue	\$ 300,000	\$ 204,654	\$ 223,259	\$ 200,000	-33%
Miscellaneous Revenues	\$ 20,000	\$ 23,570	\$ 25,713	\$ 20,000	0%
LFG Revenues	\$ 105,000	\$ -	\$ -	\$ 300,000	186%
Interest Revenues	\$ 695,000	\$ 495,752	\$ 540,820	\$ 892,000	28%
TOTAL REVENUE less other financing sources	\$ 9,340,000	\$ 9,076,512	\$ 9,901,650	\$ 10,049,100	7.6%

Change 2023 to 2024 Revenues

\$ 709,100 Budget

Change 2023 Est. Actuals to 2024 Revenues

\$ 147,450 Actuals

DWRSWMA Summary of Expenditures

Description	BUDGET FY2023	YTD ACTUAL	Est. Actuals FY2023	BUDGET FY2024	% Change
Landfill Operations	\$ 6,158,347	\$4,958,023	\$ 5,949,628	\$ 6,413,974	4%
LFG Operations	\$ 124,980	\$96,941	\$ 116,329	\$ 212,000	70%
Capital Equipment	\$ 1,239,500	\$1,088,561	\$ 1,239,500	\$ 1,185,889	-4%
Escrow - Develop/Closure/Post Closure/Equip.	\$ 1,817,173	\$ 2,932,988	\$ 2,596,193	\$ 2,237,237	23%
TOTAL EXPENDITURES	\$ 9,340,000		\$ 9,901,650	\$ 10,049,100	7.6%

Summary of Expenditures

11/30/2023

METHANE GAS OPERATIONS	DESCRIPTION	*BUDGET FY2023	YTD ACTUAL	Est. Actuals FY2023	BUDGET FY2024	2023 BUDGET VS 2024 BUDGET	% CHANGE
426							
000610	ENGINEERING	8,500	10,802	11,784	12,000	3,500	41%
000625	TREATMENT EQUIP MAINT	20,000	4,536	4,949	15,000	(5,000)	0%
000690	CONSTRUCTION QA/QC	20,000	0	0	5,000	(15,000)	-75%
000760	MATERIALS/CONTRACTS	5,000	1,551	1,691	5,000	0	0%
522320	RENTAL - EQUIPMENT	2,000	0	0	2,000	0	0%
523100	INSURANCE COMMERCIAL	75,000	62,354	62,354	85,000	10,000	13%
531200	UTILITIES	25,000	17,698	19,307	78,000	53,000	212%
579000	CONTINGENCY	10,000	0	0	10,000	0	0%
		165,500	96,941	100,085	212,000	46,500	28%

Summary of Expenditures

Through Nov-23

LANDFILL OPERATIONS	DESCRIPTION	*BUDGET FY2023	YTD ACTUAL	Est. Actuals FY2023	BUDGET FY2024	2023 BUDGET VS 2024 BUDGET	% CHANGE
424							
000120	SAFETY PROGRAMS/TRAINING	15,000	13,202	14,403	15,000	0	0%
000190	REGULAR AUDIT	40,000	37,050	37,050	40,000	0	0%
000205	DALTON ALLOCATION	60,703	55,644	60,703	66,462	5,759	9%
000402	REPAIRS - TIRES	15,000	10,298	11,235	15,000	0	0%
000404	REPAIRS - LT EQUIPMENT	3,000	3,275	3,573	3,000	0	0%
000592	TIRE PURCHASES	38,000	30,984	33,800	38,000	0	0%
000594	PURCHASES - LT EQUIP PARTS	14,000	2,603	2,840	14,000	0	0%
000610	ENGINEERING	50,000	47,172	51,460	50,000	0	0%
000760	MATERIALS/CONTRACTS	250,000	182,977	199,611	250,000	0	0%
000770	BRUSH GRINDING	130,000	103,350	112,745	130,000	0	0%
001020	COMPUTER SOFTWARE SUPPORT	2,000	0	0	2,000	0	0%
001590	GEORGIA SUPERFUND EXPENSE	199,319	181,015	181,015	172,000	(27,319)	-14%
001690	ENVIRONMENTAL TEST/MAINTENANCE	65,000	42,492	46,355	65,000	0	0%
001740	RECYCLING/MRF	74,500	74,451	81,219	74,500	0	0%
001742	RECYCLING EDUCATION	30,000	14,788	16,132	30,000	0	0%
001750	TIRE RECYCLING	50,000	27,377	29,866	50,000	0	0%
039990	CAPITAL OUTLAY	1,148,000	1,088,561	1,148,000	1,185,889	37,889	3%
511100	WAGES - REGULAR	2,286,744	1,863,464	2,032,870	2,304,162	17,419	1%
511200	WAGES - PART TIME	56,065	49,245	53,721	65,858	9,793	17%
511300	WAGES - OVERTIME	299,833	265,240	289,352	307,301	7,468	2%
511310	WAGES - BONUS	4,500	0	0	4,500	0	0%
512100	GROUP INSURANCE	415,000	384,453	419,403	456,720	41,720	10%
512200	FICA & MEDICARE	202,162	154,362	168,395	200,682	(1,480)	-1%
512401	RETIREMENT DCP	242,357	160,794	175,412	237,496	(4,861)	-2%
512402	RETIREMENT DBP	26,749	31,342	34,191	126,992	100,243	375%
512600	UNEMPLOYMENT COMPENSATION	5,000	0	0	5,000	0	0%
512700	WORKERS COMPENSATION	72,300	72,300	72,300	72,300	0	0%
512900	OTHER EMPLOYEE BENEFITS	13,306	11,681	12,742	14,000	694	5%
521210	PROFESSIONAL - LEGAL	116,000	45,479	49,613	116,000	0	0%
522210	BUILDING MAINTENANCE	90,000	84,644	92,339	35,000	(55,000)	-61%
522220	EQUIPMENT MAINT & REPAIRS	75,000	51,277	55,938	75,000	0	0%
522320	RENTAL - EQUIPMENT	10,000	6,956	7,588	10,000	0	0%
523100	INSURANCE COMMERCIAL	95,000	91,738	91,738	95,000	0	0%
523200	COMMUNICATIONS	29,000	23,486	25,621	29,000	0	0%
523300	ADVERTISING	3,000	2,087	2,276	3,000	0	0%
523620	CREDIT CARD & BANK FEES	25,000	17,409	18,992	20,000	(5,000)	-20%
523640	VEHICLE IMPACT FEE	0	0	0	0	0	0%
531100	SUPPLIES - GENERAL	11,000	9,700	10,582	11,000	0	0%
531110	SUPPLIES - OFFICE	8,810	4,223	4,607	5,000	(3,810)	-43%
531120	UNIFORMS	30,000	24,671	26,914	30,000	0	0%
531140	SUPPLIES - PARTS	190,000	146,346	159,651	325,000	135,000	71%
531200	UTILITIES	95,000	69,790	76,134	95,000	0	0%
531200	UTILITIES - Wastewater	110,000	82,965	90,507	110,000	0	0%
531250	OIL - LUBRICANT	35,000	33,349	36,380	35,000	0	0%
531270	GASOLINE	45,000	36,744	40,084	45,000	0	0%
531275	DIESEL	450,000	354,815	387,071	450,000	0	0%
531600	SMALL EQUIPMENT <\$5,000	30,000	6,385	6,965	10,000	(20,000)	-67%
531700	OTHER SUPPLIES	5,000	1,402	1,530	5,000	0	0%
579000	CONTINGENCY	45,000	45,000	55,000	100,000	55,000	122%
		7,306,347	6,046,584	6,527,925	7,599,863	293,516	4%
	MINUS CAPITAL OUTLAY	6,158,347	4,958,023	5,379,925	6,413,974		4%

*Revised

Summary of Expenditures

11/30/2023

LANDFILL DEVELOPMENT	DESCRIPTION	*BUDGET FY2023	YTD ACTUAL	Est. Actuals FY2023	BUDGET FY2024	2023 BUDGET VS 2024 BUDGET	% CHANGE
421							
000610	ENGINEERING	250,000	162,622	177,406	301,000	51,000	20%
000660	CELL CONSTRUCTION	3,049,000	2,079,686	2,268,749	0	(3,049,000)	-100%
000690	CONSTRUCTION QA/QC	365,000	363,270	396,294	0	(365,000)	-100%
000760	MATERIALS/CONTRACTS	200,000	187,082	204,090	0	(200,000)	-100%
000790	LEACHATE PRE-TREATMENT	40,900	38,042	41,500	0	(40,900)	-100%
001100	UNDERDRAINING	350,000	150,000	200,000	350,000	0	0%
521210	PROFESSIONAL - LEGAL	2,000	0	0	2,000	0	0%
541100	SITES (15.57 acres)		0	0	200,000		
579000	CONTINGENCY	10,000	0	0	10,000	0	0%
		4,266,900	2,980,702	3,288,038	863,000	(3,603,900)	-80%

*Revised

Summary of Expenditures

11/30/2023

POST CLOSURE	DESCRIPTION	*BUDGET FY2023	YTD ACTUAL	Est. Actuals FY2023	BUDGET FY2024	2023 BUDGET VS 2024 BUDGET	% CHANGE
429							
000570	SEDIMENTATION/EROSION CONTROL	5,000	0	0	5,000	0	0%
000610	ENGINEERING	15,000	0	0	15,000	0	0%
000880	GROUNDWATER MONITORING	45,000	33,970	37,058	45,000	0	0%
001520	VEG MAINTENANCE	5,000	0	0	5,000	0	0%
001530	CAP MAINTENANCE	20,000	0	0	20,000	0	0%
001545	METHANE - O & M	10,000	0	0	10,000	0	0%
001560	ROAD UPKEEP/REPAIRS	20,000	10,210	11,138	20,000	0	0%
531200	UTILITIES	5,000	1,763	1,923	5,000	0	0%
		125,000	45,943	50,120	125,000	0	0%

Dalton-Whitfield Regional Solid Waste Management Authority
P.O. Box 1205 Dalton, GA 30722-1205
Telephone: 706/277-2545 Fax: 706/277-2546 Scale: 706/277-3389

2024
OLD DIXIE HWY. MSW LANDFILL
RATE SCHEDULE

**Effective Date: January 1, 2024*

(All Rates Include the Ga Solid Waste Surcharge Fee of \$0.75 per ton, as of July 1, 2008)

POSTED GATE RATE - MSW = \$44.00 per ton

COMMERCIAL RATES - (Based on Monthly Average)

10 to 50 tons per day = 42.50 per ton

51 to 100 tons per day = 41.00 per ton

101 to 150 tons per day = 39.50 per ton

151 to 200 tons per day = 38.00 per ton

Local Government Rate = 27.75 per ton

Unbaled Selvedge = 54.85 per ton

Construction & Demolition = 44.00 per ton

MRF - Transfer Fee (Handling) = 14.00 per ton

Special Waste, including Tires = Waste Specific

NOTE: Other Rates May Apply Where Applicable

LANDFILL GAS PURCHASE AGREEMENT

THIS LANDFILL GAS PURCHASE AGREEMENT ("Agreement") is made as of the 1st day of January 2024, by and between TRINSEO LLC ("TRINSEO"), and DALTON-WHITFIELD REGIONAL SOLID WASTE MANAGEMENT AUTHORITY ("AUTHORITY"), an AUTHORITY created under the laws of the State of Georgia. TRINSEO and AUTHORITY are each a "party" and are collectively the "PARTIES".

WHEREAS, TRINSEO and AUTHORITY recognize the environmental and economic benefits of properly capturing and utilizing Landfill Gas produced by various phases of the Landfill; and

WHEREAS, AUTHORITY desires to sell to TRINSEO, and TRINSEO desires to purchase from AUTHORITY, Landfill Gas collected from various phases of the AUTHORITY's Old Dixie Highway Landfill for use at its manufacturing facility in Dalton, Whitfield County, Georgia;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein the receipt and sufficiency of which, is hereby acknowledged, AUTHORITY and TRINSEO do hereby agree as follows:

1. DEFINITIONS

The terms defined in this Article shall for the purposes of this Agreement have the meanings specified unless the context clearly otherwise requires.

- A. AUTHORITY Representative shall mean the person designated to act on behalf of the AUTHORITY in fulfilling the obligations of this Agreement.
- B. TRINSEO Representative shall mean the person designated to act on behalf of TRINSEO in fulfilling the obligations of this Agreement.
- C. BTU shall mean British Thermal Unit.
- D. CO₂ Credits shall mean the carbon dioxide equivalent (non-Kyoto certified) credit associated with the LFG calculated as twenty-one (21) times the total mass of landfill methane destroyed until replaced or modified by either prevailing Federal or State laws.
- E. Environmental Laws shall mean any applicable Federal, State, or Local governmental law, statute, rule, regulation order, consent decree, decree, judgement license, covenant, deed restriction, ordinance, permit (including, without limitation, Permits) or other requirement relating to pollution or the regulation or protection of public health, safety, natural resources, or the environment.
- F. Force Majeure shall mean acts of nature; winds hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-

outs or other industrial disturbances; acts of public enemies; actus, failures to act, or orders of any kind of any Governmental Authorities acting in their regulatory or judicial capacity; insurrections; military action; sabotage; riots; civil disturbances; explosions; breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; power failures; or another cause or event, not reasonably within the control of the party claiming Force Majeure, other than the financial inability of such party, which interferes with TRINSEO's or AUTHORITY's production, supply, transportation, or consumption practice or which precludes that party from carrying out its obligations under this Agreement. Force Majeure also includes the situation when continued operation by the AUTHORITY or TRINSEO will cause either party to be in violation or non-compliance of their Permit conditions.

- G. Gas Collection System shall mean the network of Landfill Gas collection headers, interconnecting pipes, valves, monitoring and measurement equipment, filters, coolers, vacuum pumps, flares, compressors, and other equipment currently installed or to be installed at the Landfill and used in the extraction, collection, production, treatment, and transportation of Landfill Gas to TRINSEO at the Point of Delivery. The Gas Collection System also includes the Gas Delivery Pipeline.
- H. Gas Delivery Pipeline shall mean the system of pipeline, headers, piping connections and associated infrastructure that are used to transport LFG from the POM located on the Landfill to the POD located at TRINSEO's Prosser Drive facility.
- I. Good Engineering Practice shall mean any practices, methods, or acts which, in the exercise of reasonable judgment in light of the facts known would have been expected to accomplish the desired result in a manner consistent with reliability, safety, project economics, and applicable laws and regulations for similar projects in the State of Georgia. This term is not intended to be limited to one practice or method to the exclusion of all others.
- J. Governmental Authorities means any federal, state, or local government or any court, administrative agency or commission thereof with jurisdiction over the Landfill, TRINSEO's Prosser Drive, Dalton, GA facility, TRINSEO or the AUTHORITY.
- K. Landfill shall mean the various phases (active and closed) of the AUTHORITY's Old Dixie Highway Landfill, Dalton, Whitfield County, Georgia.
- L. Landfill Gas (LFG) shall mean any and all gases which result from the anaerobic decomposition of landfilled solid wastes, including, but not limited to, methane, carbon dioxide, nitrogen, and traces of other gases or any combination thereof. The minimum specifications for LFG are defined in Section 2(E)(i).
- M. Landfill Gas Treatment shall mean the treatment process applied by the AUTHORITY to the LFG from the Landfill to remove or reduce contaminants and free water (including that encountered in the form of droplets or vapor). Landfill Gas Treatment includes filter of particulates, dewatering to remove free water to a forty degree Fahrenheit (40°F) dewpoint supply pressure at the discharge of the chiller,

compression of the gas, metering and analyzing of the gas to assure the specified composition and necessary BTU level. The minimum specifications for LFG are defined in Section 2(E)(i).

- N. Permits shall mean all authorizations forms, licenses, and permits which are currently required by a Governmental AUTHORITY to be obtained by TRINSEO or the AUTHORITY, or may be required in the future, under applicable laws (including, without limitation, Environmental Laws) in connection with the production, collection, treatment, transportation, and use of LFG.
- O. Point of Delivery (POD) shall mean one specific, mutually agreed-upon delivery point which shall be located at TRINSEO's Prosser Drive facility in Dalton, GA. The POD is the location at which the AUTHORITY's Gas Delivery Pipeline connects to TRINSEO's existing piping infrastructure (i.e. the point where the AUTHORITY's responsibility, as defined in this Agreement for pipeline operation and maintenance, ends and the responsibility for all actions associated with or attributed to the pipeline is transferred to TRINSEO). The POD shall be located not more than one hundred (100) feet from the foundation line of the TRINSEO boiler unit to which the LFG is being conveyed.
- P. Point of Measurement (POM) shall be located on the AUTHORITY's property, at the Landfill, that point being the location wherein the treated LFG will enter the AUTHORITY's Gas Delivery Pipeline subsequently to be delivered to the POD located at TRINSEO's Prosser Drive facility. Metering of LFG flow and quality will occur at the POM.
- Q. State shall mean the State of Georgia.
- R. Tonnes of Carbon Dioxide shall be calculated at a standard temperature and pressure of sixty degrees Fahrenheit (60°F) and 14.696 psia, whereby the density of carbon dioxide is 0.0018581 tonne of carbon dioxide per cubic meter of carbon dioxide. At a standard temperature and pressure of sixty degrees Fahrenheit (60°F) and 14.696 psia, the density of carbon dioxide gas is generally acknowledged to be 0.116 pound per cubic foot.
- S. Tonnes of Methane shall be calculated at a standard temperature and pressure of sixty degrees Fahrenheit (60°F) and 14.696 psia, whereby the density of methane is 0.0006776 tonne of methane per cubic meter of methane. At a standard temperature and pressure of sixty degrees Fahrenheit (60°F) and 14.696 psia, the density of methane gas is generally acknowledged to be 0.0423 pound per cubic foot.

2. GAS PURCHASE

- A. Monthly Purchase Quantity. Subject to the terms and conditions of this Agreement, AUTHORITY shall deliver to TRINSEO, and TRINSEO shall accept and purchase

from AUTHORITY, any volume up to 10,000 MMBTUs per calendar month of Landfill Gas commencing on a mutually acceptable date ("Commencement Date") which Commencement Date shall occur within ninety (90) days of whichever of the following two (2) conditions occurs last: after (i) AUTHORITY's re-commissioning of the Gas Collection System, or (ii) the securing of all required Permits in accordance with the terms and conditions contained in Section 2(G). Subject to the terms and conditions of this Agreement, by January 1, 2024, (i) AUTHORITY shall have completed the Gas Collection System and have LFG available for delivery to TRINSEO, and (ii) TRINSEO shall be prepared to accept delivery of LFG. Subject to the terms of this Agreement, the LFG will be delivered to the POD on an approximate equal basis throughout the calendar month (e.g. 500 standard cubic feet (scf) per minute times 450 BTU per scf times 1,440 minutes per day times 30 days per month results in the energy delivery). **The AUTHORITY makes no guarantees as to whether it can supply the quantity specified in Section 2(A) for delivery to TRINSEO.** AUTHORITY will use its best efforts (including, without limitation, Good Engineering Practices) to deliver the LFG volumes listed in Sections 2(A). AUTHORITY will timely notify TRINSEO in the event of a materials supply disruption by contacting the TRINSEO Representative per this Agreement. AUTHORITY will also notify TRINSEO by calling 762-226-2334, which number may be changed upon written notice from TRINSEO. To make such notifications, the AUTHORITY will install an automated calling system triggered by supply disruptions, which system's operation may be changed or eliminated, at the AUTHORITY's sole discretion from time to time. TRINSEO shall only be required to pay for actual BTUs metered at the POM which are subsequently delivered to TRINSEO at the POD, acknowledging that the purchases of LFG.

When available from AUTHORITY, TRINSEO shall purchase a minimum volume of LFG required to cover minimum operation expense for the AUTHORITY's landfill gas generation and delivery per this agreement, which is understood as 5,200 MMBTU per month. To keep clear expectations of usage, TRINSEO shall provide the AUTHORITY with sixty (60) days written notice prior to scheduled maintenance periods; however, TRINSEO may provide less than sixty (60) days' notice when TRINSEO is required by order or directive of a Governmental AUTHORITY to perform maintenance within a period of less than sixty (60) days, in which case TRINSEO will provide at least thirty (30) days written notice. TRINSEO and the AUTHORITY agree to work in good faith to coordinate required periods of maintenance to minimize the periods during which LFG would be unavailable for purchase by TRINSEO or those periods wherein TRINSEO would be unable to purchase LFG from the AUTHORITY.

A measure amount (in standard cubic feet per minute, or scfm) of LFG shall be delivered to the Point of Delivery.

- B. Excess Gas In advance of capital improvement of the AUTHORITY's Gas Collection System, the parties agree to review the quantity of Excess Gas available for sale to TRINSEO and the need by TRINSEO to purchase Excess Gas. Upon such review, the parties may determine it to be in their best interests to sell and purchase Excess

Gas, on mutually satisfactory terms and conditions, in which case this Agreement will be amended in writing by the parties to reflect the quantity of Excess Gas to be supplied pursuant to this Agreement and the terms and conditions which apply to the sale and purchase of such Excess Gas. In the event either party determines that the sale and purchase of Excess Gas is not in its best interest, the terms and conditions of this Agreement shall remain unchanged and neither party shall have any obligation with respect to such Excess Gas.

- C. Price. The price TRINSEO shall pay to the AUTHORITY for the LFG shall tiered rates per each million BTU, or part thereof, as metered at the POM and subsequently delivered to TRINSEO at the POD. This price was arrived upon using the expected monthly usage by TRINSEO and the AUTHORITY'S minimum estimate of operational cost of the Gas Collection System and delivery Pipeline. Unless otherwise agreed to in writing, AUTHORITY shall directly bear all cost associated with capital investment and re-commissioning of Gas Collection System. TRINSEO will not be charged for LFG which is not actually delivered to TRINSEO at the POD (e.g., LFG used for line purging, line fill and leaks). The particular rate to apply for a given calendar month will depend on the circumstances of that particular month as set forth below. No other charges or fees outside of the MMBTU rate may be charged to TRINSEO under this agreement.

Delivery of Up to 10,000 MMBTUs in a Month. Throughout the term of the Agreement a rates per table C-1 will be applied to any month in which the total energy delivery to TRINSEO in that month is less than or equal to 10,000 MMBTUs due to actions by the AUTHORITY or due to circumstances specified in Section 2(A), excluding scheduled TRINSEO plant maintenance periods or periods of non-operation of the TRINSEO plant caused by events of force majeure. TRINSEO will pay the AUTHORITY for each MMBTU of energy, or part thereof supplied to TRINSEO on this basis.

Tranche Volume	Delivered MMBTU Rate
First 5,000 MMBTUs per month	\$3.50
Any additional MMBTUs	\$0.25

Table C-1

The above rates are the charges for the Landfill Gas, including production, treatment, and transport to the POD. AUTHORITY shall pay or cause to be paid any taxes, fees, levies, penalties, licenses, or charges imposed by any government AUTHORITY ("Taxes") on or with respect to the Landfill Gas prior to the POD. TRINSEO shall pay or cause to be paid all Taxes on or with respect to the Landfill Gas at the POD and all Taxes after the POD. If a party is required to remit or pay

Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof. In any case, both parties will attempt to minimize the amount of existing or new Taxes, including if applicable by providing exemption certificates or obtaining tax exemptions.

- D. Operating Standard. The AUTHORITY shall install, operate, and maintain its Gas Collection System in accordance with Good Engineering Practice so as to (i) provide the specified quantity and quality of Landfill Gas to TRINSEO, subject to the terms of this Agreement and in compliance with applicable Permits of TRINSEO and AUTHORITY and (ii) to protect the Gas Collection System from internal and external corrosion.
- E. Quality. The AUTHORITY is selling TRINSEO Landfill Gas that is expected to contain contaminants normally found in gas produced by similar landfills. **Except as otherwise provided in this Agreement, the AUTHORITY makes no claims as to the types of contaminants that may be present in the Landfill Gas.** The AUTHORITY will use Landfill Gas Treatment to treat Landfill Gas as required to meet the specifications listed below. Notwithstanding the above, AUTHORITY represents and warrants that:

- i. All LFG delivered by the AUTHORITY shall meet the following specifications at the POD as metered at the POM:

ITEM	MAX	MIN
BTU/CF	550	400
Pressure (psi)	25	15
Carbon Dioxide %	50	
Oxygen %	5	
Hydrogen Sulfide %	>.05	
Carbon Monoxide %	1	
H ₂ O	Moisture removal to a forty degree Fahrenheit (40°F) dewpoint supply pressure at the discharge of the chiller	

The LFG and Gas Collection System will be in compliance with all applicable Federal and State of Georgia laws (including, without limitation regulatory requirements of the Governmental Authorities and all applicable Environmental Laws.)

- ii. AUTHORITY will convey the Product with good title, free from any lien or encumbrance.
- iii. The LFG will be fit for use as fuel for boilers modified to operate on medium BTU gas as specified above.

Within ten (10) business days of TRINSEO's receipt of written notice from AUTHORITY, TRINSEO and AUTHORITY agree to discuss modifying the terms, conditions, and specifications of this Agreement if the LFG fails to meet the above referenced specifications on a long term basis. If the parties are unable to reach agreement, then no modification to the terms, conditions and specifications of this Agreement will be made.

THE WARRANTIES IN THIS SECTION OF THIS AGREEMENT ARE THE SOLE WARRANTIES RESPECTING THE LFG, INCLUDING WITHOUT LIMITATION, PRODUCT QUALITY AND PERFORMANCE AND ARE MADE EXPRESSLY IN LIEU OF AND EXCLUDE ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES PROVIDED BY STATUTE OR COMMON LAW.

- F. Term. This Agreement shall commence on the date affixed hereto and continue for an Initial term of two (2) years from the Commencement Date, unless terminated sooner as provided below in Sections 2(G), 7 and 8. Additional annual renewal Terms may be negotiated upon mutual Agreement of the parties following the Initial term.
- G. Permits. Each Party shall in good faith and with diligence seek to obtain its respective Permits required to accomplish the transactions contemplated by this Agreement. If, all the required Permits are not obtained, within twelve (12) months from the date of the execution of this Agreement, then either party may terminate this Agreement upon thirty (30) days advance written notice to the other party.
- H. Metering. LFG sold shall be measured by metering facilities installed, operated, and maintained by the AUTHORITY with the assistance of TRINSEO as necessary, on the AUTHORITY's property at the POM. Such measurement stations shall be equipped with flow meters, data acquisition and recording instrumentation, gas analyzer with BTU calculation, and samplers of standard make and design commonly accepted by the American Gas Association (to the extent suitable for application with landfill gas) and the industry, sufficient to accomplish the accurate measurement of the quantity and quality of the delivered gas.
- i. For payment purposes, the heating value of the LFG will be calculated as BTU per standard cubic foot (scf) of landfill gas as measured by the AUTHORITY at the POM. Payment will be made for each MMBTU or part thereof on the basis of the heating value of the LFG as calculated. The flow of LFG at the POM will be determined using a thermal mass flowmeter or equal.
- The AUTHORITY will document and continuously log the BTUs and gas flow sent to TRINSEO from the POM. Monthly BTU value and gas volume will be used by the AUTHORITY in preparation of the monthly invoice. TRINSEO will be responsible for an additional documentation or logging of the BTU content of the gas and/or volume of gas sent to TRINSEO.

- ii. All AUTHORITY meters and instrumentation (including piping) and valves shall be inspected once each month, at a minimum, by the AUTHORITY. TRINSEO shall be given two (2) business days' notice of such inspections and have the opportunity to be present during the inspection. Any repairs or maintenance necessary to the measurement equipment shall be made by the AUTHORITY at the AUTHORITY's expense.
- iii. If at any time any of the measurement or testing equipment is found to be out of service or registering inaccurately in any percentage, it shall be adjusted at once to read accurately within limits prescribed by manufacturer. If such equipment is out of service, or inaccurate by an amount exceeding the manufacturer's field specification which is +/- 1.5% of the field measurement reading corresponding to the average rate of flow for a period since the preceding test; then previous readings of such equipment shall be disregarded for any period definitely known or agreed upon or, if not so known or agreed upon for a period of six months or one-half of the elapsed time since the last test, whichever is shortest. The volume of gas delivered during such period shall be estimated by (1) using the data recorded by any check measuring equipment if installed and accurately registering, or (2) if not installed or registering accurately, by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculations, or (3) If neither method is feasible, by estimating the quantity or quality delivered, based upon deliveries under similar conditions during a period when the equipment was registering accurately, or such other methods mutually agreeable to the parties. No corrections shall be made for recorded inaccuracies of equal to or less than 1.5%. AUTHORITY will use all reasonable efforts to assure that the equipment and invoiced amount to TRINSEO are accurate and correct, based on AUTHORITY's metering system.
- iv. Both parties shall have the right to inspect metering related equipment installed or furnished by the other, and the charts and other measurement or testing data of the other, at all times during business hours; provided, however, that the reading, calibration and adjustment of such equipment and changing of charts shall be the responsibility of the party installing and furnishing same. Each party shall preserve all original test data, charts and other similar records thereof, in such party's possession for a period of at least two (2) years.
- v. The AUTHORITY shall install an over-pressure protection device at the outlet of its facilities to protect TRINSEO's system. The AUTHORITY shall also install automatic shutdown devices and instrumentation necessary in the event of a failure of the Gas Collection System to prevent liquid and particulate carryover (including a 1.0 micron coalescing filter located at the POD). The AUTHORITY shall install an automatic isolation valve at the POD, which either party may use to isolate the LFG stream. TRINSEO will provide access to a 110 voltage AC circuit, and access to a telephone line at or near

the POD. Additionally, the AUTHORITY shall install a manual Isolation valve at the perimeter of the TRINSEO facility whereupon the AUTHORITY's LFG pipeline enters the TRINSEO property. The type of such devices and instrumentation shall be mutually agreed upon by both parties. TRINSEO shall have the right to witness the testing of these shutdown devices.

- vi. AUTHORITY shall install low-pressure and maximum-flow control devices at the POM such that the LFG delivered from the AUTHORITY should not be overdrawn subsequently effecting an over extraction of LFG from the AUTHORITY's landfill.

3. TERMS AND CONDITIONS OF GAS SALES

- A. Billings and Payments. Invoices will be mailed on or before the fifth (5) business day of each month, for the prior month's delivery of Landfill Gas. Payments are due and payable in full within N60 terms from invoice date. for the prior month's deliveries of LFG, The invoice for the LFG will be based on actual BTU's metered at the POM (in accordance with Section 2 (H)) which is subsequently delivered to Dow at the POD, and the applicable price set forth in Section 2(C).
- B. Title. AUTHORITY shall be deemed to be in exclusive control, ownership, and possession of the Landfill Gas, and fully responsible and liable therefore, until it is delivered to TRINSEO at the Point of Delivery. After the delivery of Landfill Gas to TRINSEO at the Point of Delivery, TRINSEO shall be deemed to be in exclusive control, ownership, and possession of the Landfill Gas, and fully responsible and liable, therefore. Furthermore, TRINSEO shall receive any credits, offsets or other rights that now exist or may exist in the future in accordance with Section 4 (Other Credits) of this Agreement.

4. OTHER CREDITS

The parties recognize that the actions contemplated by this Agreement may create additional rights and obligations with respect to emissions and renewable energy utilization. The parties agree to the following:

- A. Carbon Dioxide. Carbon dioxide (CO₂) contained in the Landfill Gas sold to TRINSEO under this Agreement represents CO₂ emission reductions by the AUTHORITY. To the extent allowed by law, the AUTHORITY agrees to provide TRINSEO with a statement of such reduction which will specify the quantity of CO₂ contained within the Landfill Gas sold to and subsequently emitted by TRINSEO. The statement of such reduction is solely for the purpose of quantification of the weight of CO₂ diverted by the AUTHORITY from emission to the atmosphere and in total conveyed as a component of Landfill Gas delivered to TRINSEO.
- B. Destruction of Landfill Methane by TRINSEO. The AUTHORITY retains all CO₂ Credits associated with Methane delivered to TRINSEO.

- C. Tax Credits. If, in any year, the AUTHORITY receives any quantifiable benefit as a result of the availability or enactment of tax credits at any time, or the extension of deadlines for the expiration of existing tax credits at any time, based solely on the production and or supply of LFG, then AUTHORITY shall retain the quantifiable benefit received of such tax credits or extended tax credits.

If, in any year, TRINSEO receives any quantifiable benefit as a result of the availability or enactment of tax credits at any time. or the extension of deadlines for the expiration of existing tax credits at any time, based solely on the use, purchase, destruction and/or consumption of LFG, then TRINSEO shall retain the quantifiable benefit received of such tax credits or extended tax credits.

- D. Other Credits and Rights. If, in any year, the AUTHORITY receives any quantifiable benefit as a result of the availability or enactment of additional credits, offsets and other rights that are not addressed elsewhere in this Agreement ("Other Rights") at any time, based solely on the production of LFG, then AUTHORITY shall retain the quantifiable benefit received of such Other Rights.

If, in any year, TRINSEO receives any quantifiable benefit as a result of the availability or enactment of additional credits, offsets and other rights that are not addressed elsewhere in this Agreement ("Other Rights") at any time, based solely on the use, purchase, destruction and/or consumption of LFG, then TRINSEO shall retain the quantifiable benefit received of such Other Rights.

- E. Responsibility and Cooperation. The parties agree that the responsibility to apply for, qualify for and obtain any emission credits) tax credits, offsets, demonstrations of regulatory compliance and other rights is the responsibility of the party seeking same and the seeking party shall be wholly responsible for the costs associated therewith. The parties agree to cooperate with each other in providing information and other reasonable cooperation as needed to secure these credits, offsets, and other rights with respect to Section 4.

- F. No Representation. The parties agree that the existence of these credits, offsets and other rights is beyond their individual control and are matters defined in the market place and at law. No representation is made herein by either party that such credits, offsets and other rights exist, will continue to exist or have monetary value.

- G. Landfill Gas Emission Control. The AUTHORITY agrees to comply with regulations controlling landfill gas emissions. TRINSEO acknowledges that such compliance by AUTHORITY may, in the future, negate the value or existence of credits, offsets and other rights addressed in this Section 4. TRINSEO agrees to hold the AUTHORITY harmless with respect to the negation or lessening of the value of these credits, offsets and other rights held by TRINSEO caused by or

arising out of any reasonable action the AUTHORITY takes to comply with governmental regulations.

5. INDEMNIFICATION

- A. AUTHORITY Indemnity. AUTHORITY shall indemnify, defend, and hold harmless TRINSEO, its officers, officials, employees, agents, and representatives from and against any and all costs, claims, liabilities, damages, expenses, causes of action, suits, or judgments arising from or in connection with any breach by the AUTHORITY of its obligations, covenants, representations, or warranties contained in this Agreement, to the extent that such breach results or arises from the AUTHORITY's negligence or willful misconduct. The AUTHORITY's obligation to indemnify, defend and hold harmless under this Section shall be limited to the amount of the policy limits of any insurance policy in force which provides coverage for the indemnified events, as set forth in Section 17.
- B. TRINSEO Indemnity. TRINSEO shall indemnify, defend, and hold harmless the AUTHORITY, its officers, officials, employees, agents, and representatives from and against any and all costs, claims, liabilities, damages, expenses, causes of action, suits, or judgments arising from or in connection with any breach by TRINSEO of its obligations, covenants, representations or warranties contained in this Agreement, to the extent that such breach results arise from TRINSEO's negligence or willful misconduct. TRINSEO's obligation to indemnify, defend and hold harmless under this Section shall be limited to the CAP and the other provision set forth in Section 21.
- C. General. Notwithstanding any provision contained herein, the provisions of this Section shall survive the termination of this Agreement for a period of three (3) years, notwithstanding the application of any statute of limitation.

6. FORCE MAJEURE

Performance is excused to the extent, by reason of Force Majeure, either party hereto is unable to carry out its obligations herein contained. When performance is excused, (i) all quantities of affected LFG will be eliminated from this Agreement without liability, (ii) AUTHORITY will allocate its supplies of LFG fairly between its internal uses and Landfill Gas customers having written contracts to purchase LFG based upon maximum monthly contract quantities, (iii) the non performing party will give the other party prompt written notice describing the details of the occurrence; (iv) the excused performance will be of no longer duration or greater scope than is required by the Force Majeure; and (v) the affected party will use reasonable efforts to remedy with all reasonable dispatch the causes preventing it from carrying out its obligations. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with all reasonable dispatch.

7. TERMINATION

- A. AUTHORITY's Right to Terminate. In addition to the AUTHORITY's rights under Section 2 (G). The AUTHORITY shall have the right to terminate this Agreement in the event that TRINSEO commits an act or omission which is a material breach under this Agreement, provided that the AUTHORITY notifies TRINSEO in writing and allows a reasonable amount of time but not less than thirty (30) days to cure the breach.
- B. TRINSEO's Right to Terminate. In addition to TRINSEO's rights under Section 2 (G). TRINSEO shall have the right to terminate this Agreement in the event that the AUTHORITY commits an act or omission which is a material breach under this Agreement, provided that TRINSEO notifies the AUTHORITY in writing and allows a reasonable amount of time but not less than thirty (30) days to cure the breach.
- C. Stay of Termination. A timely request for dispute resolution as described in this Agreement will stay the termination for cause under this Section until dispute resolution is concluded and for a reasonable time for cure, if applicable, after the conclusion of such dispute resolution in accordance with Section 16. However, all payments for LFG supplied to TRINSEO in conformance with this Agreement shall continue to be paid throughout the dispute resolution period.

8. GAS WELLS, GAS COLLECTION SYSTEM, AND PIPELINE

The Gas Wells, Gas Collection System, and Delivery Pipeline are owned by the AUTHORITY. AUTHORITY will maintain the Gas Wells, and Delivery Pipeline (including, but not limited to, that portion of the pipeline located on the TRINSEO property up to the POD). TRINSEO will provide its maintenance technicians/operators, or subcontractors as necessary, to assist with maintenance situations, outside of the expected maintenance required of the authority in this section 8, of the Collection System skid equipment. It is expected that the AUTHORITY will complete the majority of inspection and maintenance activities unaided.

TRINSEO's designated site contact personnel are as follows: Primary contact during normal business hours (7:00 am to 4:00 pm) is the Site Maintenance Activity Coordinator (name and phone numbers will be provided and updated as necessary). Secondary and after hours contact will be the Plant Control Room (names and phone numbers will be provided and updated as necessary).

- A. The AUTHORITY shall not cause or allow any lien to attach against any TRINSEO property due to activities of the AUTHORITY or its contractors, and shall promptly cause any such lien to be removed. If the AUTHORITY fails to promptly cause the removal of any such lien, TRINSEO may cause its removal, at the AUTHORITY's expense.

B. TRINSEO shall be responsible for all costs to repair pipeline and appurtenances, if damages are caused by TRINSEO, its agents, or contractors.

9. NOTICES

All notices, demands, request, consents, or other communications required or permitted to be given or made under this Agreement shall be in writing:

TRINSEO - Any notice or order provided for in this Agreement shall be considered as having been given to TRINSEO if (a) delivered personally to TRINSEO's representative, (b) mailed, postage prepaid, or (c) delivered by nationally recognized courier to TRINSEO at the address stated below.

AUTHORITY - Any notice or order provided for in this Agreement shall be considered as having been given to AUTHORITY if (a) delivered personally to AUTHORITY, (b) mailed, postage prepaid, or (c) delivered by nationally recognized courier to AUTHORITY at the address stated below.

TRINSEO, LLC
Attn: Sourcing Manager - MRO Procurement
409 Ashman St. Suite 1
Midland, MI 48642

And:

TRINSEO, LLC
Attn: Site Leader
1468 Prosser Drive S.E.
Dalton, GA 30721

With copy to:

TRINSEO LLC
Attn: Legal Counsel
440 Swedesford Rd, Suite 301
Wayne, PA 19087

If to AUTHORITY:

Mr. Dirk Verhoeff
Executive Director
Dalton-Whitfield Regional Solid Waste Management AUTHORITY
P.O. Box 1205
Dalton, GA 30722-1205

With copy to:

Henry C. Tharpe, Jr., Esq.
Sponcler and Tharpe, LLC

P.O Box 398
Dalton, GA 30722-0398

10. INTELLECTUAL PROPERTY

In order for AUTHORITY to provide LFG or perform services, it may have been or may be necessary for TRINSEO to disclose to AUTHORITY technical and business information such as commercial practices and industrial technology including processes, equipment, drawings and the like ("**TRINSEO Information**").

During the Term or any Renewal Term of this Agreement, AUTHORITY shall promptly inform TRINSEO of any and all improvements or other modifications that AUTHORITY has made or acquired or will make or acquire in the practice of any TRINSEO Information. AUTHORITY shall assign to TRINSEO, at no cost to TRINSEO, any and all proprietary interests and rights in such improvements and modifications to TRINSEO Information, including, without limitation, any patent rights, know-how, copyrights, or other intellectual property that AUTHORITY may develop or acquire.

All originals and copies of documents, including, without limitation, drawings, designs and specifications, computer software, programs, back-up disks and other documents relating to the Services, whether furnished by TRINSEO, AUTHORITY, or other TRINSEO contractors, are the property of TRINSEO, and upon completion of the Services, or termination of this Agreement, shall be assigned and delivered to TRINSEO.

All rights of ownership, including copyright, in any work adopted by TRINSEO which was created solely by AUTHORITY or jointly by AUTHORITY and TRINSEO, during the performance of Services or related thereto, shall belong solely to TRINSEO either by operation of the "work for hire" doctrine (to the extent it is applicable) or by assignment of all rights of ownership, including copyright, from AUTHORITY to TRINSEO at any time upon request of TRINSEO and without further compensation by TRINSEO.

AUTHORITY represents and warrants that no materials supplied to TRINSEO hereunder shall violate or infringe any copyright, trademark, patent, trade secret, or other intellectual property right. AUTHORITY shall indemnify, defend, and hold TRINSEO harmless from all claims, actions, costs, expenses (including attorney's fees), losses and liabilities arising out of or in connection with any such alleged or actual violation or infringement.

The Parties acknowledge and agree that a breach of this **Section 10** would cause TRINSEO and/or its Affiliates to suffer irreparable damage that could not be adequately remedied by an action or law. Accordingly, AUTHORITY agrees that TRINSEO (and/or its Affiliates if applicable) shall have the right to seek specific performance of this provision to enjoin a breach or attempted breach thereof, such right being in addition to all other rights and remedies available to TRINSEO and its Affiliates at law, in equity, or otherwise.

11. CONFIDENTIAL INFORMATION

Each party shall, for the term of this Agreement and for a period of ten (10) years after termination, expiration or cancellation of this Agreement, use the same effort as it uses with respect to its own information of a like character, but not less than reasonable efforts, to: (a) maintain in confidence all proprietary and confidential information ("**Proprietary Information**") that it receives (the "**Receiving Party**") from the other party ("**Disclosing**

Party”) during the Term, and under the provisions, of this Agreement and that is clearly marked as confidential, or if initially disclosed orally or by demonstration or observation, is summarized in a writing and designated therein as confidential within a reasonable time after being so disclosed or if not marked as confidential, is known or should be known by the Receiving Party to be of a confidential nature; (b) not disclose such Proprietary Information to any third party (except to Affiliates or subcontractors of the Receiving Party (other than the Disclosing Party) who have a need to know such information exclusively for the purpose of executing its obligations or exercising its rights under this Agreement and who are bound by comparable confidentiality obligations); and (c) not use Proprietary Information received from the other party except as specifically authorized in writing. For avoidance of doubt, any document marked with the words “Confidential”, “Restricted”, “Proprietary”, or “Privileged” shall be treated as Proprietary Information. This obligation of confidence does not apply to information that:

- I. is available, or becomes available, to the general public without fault of the Receiving Party;
- II. was in the possession of the Receiving Party on a non-confidential basis prior to receipt of the same from the Disclosing Party;
- III. is obtained by the Receiving Party without an obligation of confidence from a third party who is rightfully in possession of such information and is under no obligation of confidentiality to the Disclosing Party;
- IV. is independently developed by the Receiving Party without benefit of the Proprietary Information; or
- V. the Receiving Party is legally required to disclose to governmental authorities or courts as a result of operation of law, regulation or court order, provided all reasonable steps are taken to restrict further disclosure by said authorities or court and the affected information so disclosed is not otherwise removed from the secrecy obligation, provided always that none of the exclusions set out in subparagraphs (a)-(e) above shall apply to any Proprietary Information that comprises Personal Data (as defined in Attachment D) which the parties agree may only be processed as set out in Attachment D.

For purposes of this **Section 11**, a specific item of Proprietary Information shall not be deemed to be within the foregoing exceptions merely because it is embraced by more general information in the public domain or in the possession of the Receiving Party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of the Receiving Party, but only if the combination itself and its principle of operation are in the public domain or in the possession of the Receiving Party.

12. PERSONAL DATA PROTECTION AND DATA PRIVACY

In addition to the requirements set forth above and any other confidentiality, security, and privacy requirements set forth in this Agreement, AUTHORITY expressly agrees to process Personal Data received or accessed by it from TRINSEO or its Affiliates solely to the extent necessary to provide the LFG and Services under this Agreement in accordance with applicable law.

13. EXPORT/DATA PROTECTION

AUTHORITY will not knowingly re-export technical data received from TRINSEO, or export the direct products of such technical data in violation of the Export Administration Regulations (15 C.F.R. 730 et seq.) AUTHORITY agrees that all persons sent to TRINSEO to perform services under this Agreement, or otherwise working with controlled United States technology, will be in compliance with the U.S. Export Regulations and that AUTHORITY will not send any employee to work at or for TRINSEO or its Affiliates until TRINSEO obtains any required export license for AUTHORITY's employees. AUTHORITY agrees to reimburse TRINSEO for costs incurred in obtaining such license.

AUTHORITY will establish and maintain safeguards against the destruction, loss, alteration, or unauthorized access of (i) any data or information of TRINSEO, or their respective vendors, customers or other business partners that is provided to or obtained by AUTHORITY solely in the performance of its obligations under this Agreement, including data and information regarding the businesses, customers, operations, facilities, products, consumer markets, assets and finances of TRINSEO, and (ii) any data or information collected or processed in connection with the Services (collectively "Recipient Data") that are no less rigorous than those in effect for AUTHORITY's operations.

14. RIGHT OF INSPECTION

TRINSEO reserves the right to inspect any documents, vehicle or container entering or leaving its premises, and the right to conduct on its property unannounced inspections and searches of, including but not limited to, the work place, lunchrooms, offices, control rooms, lockers, briefcases, baggage, purses, desks, toolboxes, clothing, and vehicles for the purpose of discovering violations of any applicable TRINSEO policies.

15. SUBSTANCE ABUSE

AUTHORITY agrees to establish a substance abuse policy for its employees and maintain a program to ensure compliance. At the request of TRINSEO, AUTHORITY shall provide a copy of its substance abuse policy for TRINSEO's review. TRINSEO may immediately terminate this Agreement if any AUTHORITY Employee engages in substance abuse while on TRINSEO premises, in a TRINSEO vehicle, or while performing Services. Substance abuse includes the possession or use of illegal drugs, drug paraphernalia, or alcohol, or the misuse of prescription or non-prescription drugs. TRINSEO will notify AUTHORITY of any suspected substance abuse by AUTHORITY Employees. Upon the request of TRINSEO, AUTHORITY shall require each AUTHORITY Employee to participate in substance screening. TRINSEO will reimburse AUTHORITY at cost for any special medical exams (including drug testing) required for an AUTHORITY Employee to work on TRINSEO premises.

16. GOVERNING LAW/DISPUTES:

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to its choice of law principles, and all disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the federal or state courts within the State of Georgia and each party hereto unconditionally consents to the personal and exclusive jurisdiction and venue of these courts and hereby irrevocably waives any objection which it may now or hereafter have to the exclusive jurisdiction and venue of such courts. Notwithstanding the foregoing, in the

event of any dispute or complaint relating to the processing of Personal Data by the AUTHORITY.

Each party shall appoint an individual (a “**Representative**”) to represent such party and be primarily responsible for the TRINSEO/AUTHORITY relationship under this Agreement. The parties shall attempt in good faith to resolve any disputes under this Agreement through amicable discussions between the appointed Account Executives.

Each party agrees that it will, unless otherwise directed by the other party, continue performing its obligations under this Agreement while any dispute is being resolved until this Agreement expires or is terminated in accordance with its terms.

17. INSURANCE

At all times while performing Services, AUTHORITY shall carry, at its own expense and for its own and its subcontractors', if any, benefit, the following minimum insurance:

a. Workers' Compensation Insurance and Employer's Liability Insurance including occupational disease in accordance with the laws of the state(s) where the work or services are to be performed.

(i) Workers' Compensation Insurance shall have the minimum limits as required by statute for the state(s) where the work or services will be performed.

(ii) Employer's Liability Insurance shall have the following minimum limits:

(A) Bodily injury by accident - \$1,000,000 each accident;

(B) Bodily injury by disease - \$1,000,000 each employee; and

(C) Bodily injury by disease - \$1,000,000 policy limit.

b. Comprehensive/Commercial General Liability (including contractual liability, professional liability and completed operations) with a combined single limit of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, including death, and property damage (the scope of coverage is to be equivalent to standard ISO occurrence forms, e.g. 1996 Commercial General Liability ISO Form CG 00 01 01 96, etc.); and

c. Automobile Liability Insurance, on each and every unit of automobile equipment, whether owned, non-owned, hired, operated, or used by Supplier and/or its subcontractors of any tier in the performance of this Agreement or any contract or purchase order to which this Agreement applies, covering injury, including death, and property damage, in an amount not less than \$1,000,000 per accident.

d. Excess Umbrella/General Liability coverage following form of (b) and (c) above in an amount of at least \$5,000,000 per occurrence and in the annual aggregate. This coverage will attach directly excess of (b) and (c) above.

e. Supplier shall provide proof of Pollution Legal Liability coverage to TRINSEO in amount and form acceptable to TRINSEO.

Prior to commencing Services, Supplier shall furnish TRINSEO a certificate(s) from an insurance carrier showing all insurance set forth above and naming TRINSEO as an additional insured for **Sections 17 (b through g)** above, as well as any additional excess and/or umbrella policies as required by this contract. The certificate(s) shall include the following statement: "The insurance certified hereunder is applicable to all contracts between TRINSEO LLC and the Insured. This insurance may be canceled or altered only after thirty (30) days' written notice to TRINSEO."

All insurance policies provided and maintained in compliance with the above shall be endorsed to provide (i) that underwriters and insurance companies of Supplier may not have any right of subrogation against TRINSEO (including its affiliated and subsidiary companies), or any of their directors, officers, agents, employees, contractors, subcontractors, or insurers; (ii) that Supplier may not seek any recovery from TRINSEO (including its affiliated and subsidiary companies), or any of their directors, officers, agents, employees, contractors, subcontractors, or insurers for any loss or damage of the type covered by the insurance to be procured and maintained by Supplier hereunder, regardless of whether or not such insurance is so maintained and (iii) that coverage provided by Supplier's insurance shall always be primary coverage and non-contributing with respect to any insurance carried by TRINSEO or its affiliated and subsidiary companies.

Supplier agrees to pay any deductibles, retentions or retrospective premiums associated with the coverage to be procured and maintained hereunder.

Supplier shall be responsible for the risk of loss of, or damage to, Supplier's own property when situated on TRINSEO's site, regardless of cause. The risk of loss of, or damage to, property in transit will remain with the party arranging the shipment.

This Section shall not limit the liability of Suppliers under any other Section of this Agreement. Any failure of the terms and conditions of this Section shall constitute a material breach of this Agreement.

18. COMPLIANCE WITH THE LAW

AUTHORITY shall abide by all federal, state and local laws applicable to Services, and shall be responsible for any fees, permits, licenses, payments and taxes that may be required by law for its performance under this Agreement. AUTHORITY, as applicable, shall comply with the Contract Work Hours and Safety Standards Act, Walsh-Healey Act, Convict Labor Act, Standard Form 32 (SF32), Buy American Act, Executive Orders, 11141, 11246 (as amended), and 11375, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act, the Equal Pay Act, the Age Discrimination in Employment Act, environmental health and safety laws, homeland security laws, human rights and anti-slavery laws, data protection and privacy laws and the Data Protection Legislation, and all other applicable federal, state, and local tax laws and regulations in effect or that come into effect during the Term of this Agreement. This instrument incorporates by reference the Equal Opportunity clause and all other required clauses under all such laws or regulations. Upon TRINSEO's request, AUTHORITY shall provide a Certificate of Non-segregated Facilities to TRINSEO. AUTHORITY agrees and warrants that none of its employees, agents, or employees or agents of its subcontractors that provide Services to TRINSEO or its Affiliates pursuant to this Agreement, are unauthorized aliens, as defined in the Immigration Reform and Control Act of 1986 and that AUTHORITY has reviewed and maintained appropriate documentation in accordance with applicable law.

19. ANTI-BRIBERY/TRINSEO AUTHORITY CODE OF CONDUCT

At all times while performing the Services or providing the LFG as set out in this Agreement, AUTHORITY represents and warrants that it understands and shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption, including but not limited to the US Foreign Corruption Practices Act in the jurisdictions where the Products are sold, and Services are being performed.

AUTHORITY shall comply with TRINSEO's AUTHORITY Code of Business Conduct and any and all related policies as well as any of TRINSEO's Anti-bribery and Anti-corruption Policies (all as published on TRINSEO's website: www.TRINSEO.com), in each case as TRINSEO may update them from time to time.

AUTHORITY shall further ensure that any person associated with the AUTHORITY who is performing providing services in connection with this agreement does so only on the basis of a contract which imposes on and secures from such person terms equivalent to those imposed on Provider in this Section 19. AUTHORITY shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to TRINSEO for any breach by such persons of any of the Relevant Terms.

AUTHORITY represents and warrants that it will not make any payments of money nor will it permit anything of value to be offered, promised, or paid – directly or indirectly – to any foreign official, foreign political party, party official, or candidate for foreign or political office to induce such officials to use their influence with a foreign government or instrumentality to obtain an improper business advantage for TRINSEO or its Affiliates.

If AUTHORITY should ever become concerned that a possible violation of any of the above requirements may have occurred, whether by one of AUTHORITY's representatives, a TRINSEO employee, a third-party representative or another vendor

providing services to TRINSEO or its Affiliates, AUTHORITY shall immediately notify TRINSEO.

20. LIMITATION OF LIABILITIES

NEITHER TRINSEO OR AUTHORITY WILL BE LIABLE TO THE OTHER FOR LOST PROFITS, CONSEQUENTIAL DAMAGES, PUNITIVE, SPECIAL EXEMPLARY OR INCREMENTAL DAMAGES EXCEPT IN CONNECTION WITH OBLIFGATIONS (UNDER SECTION 5 OF THE AGREEMENT) TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY FOR THIRD PARTY CLAIMS OR SUITS.

21. CAP ON TRINSEO LIABILITY

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, TRINSEO'S TOTAL LIABILITY TO THE AUTHORITY FOR ALL LOSSES, DAMAGES, AND CLAIMS (INCLUDING, WITHOUT LIMITATION, THOSE ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, TORT AND STRICT LIABILITY) RELATED TO OR ARISING OUT OF THE AGREEMENT SHALL NOT EXCEED AN AGGREGATE AMOUNT OF \$1,000,000 ("CAP"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL DOW BE LAIBLE TO THE AUTHORITY FOR SUCH CLAIMS, LOSSES OR DAMAGES IN EXCESS OF THE CAP AND THE AUTHORITY EXPRESSLY WAIVES ALL LOSSES, DAMAGES AND CLIAMS BY THE AUTHROITY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE CAP APPLIES EVEN IF THE LOSSES, DAMAMGES AND CLAIMS ARE CUASUED BY THE SOLE OR CONCURRENT NEGLIGENCE, FAULT AND/OR STRICT LIABILITY OF LAW.

22. NON-HIRE

AUTHORITY agrees that it will not recruit, interview, solicit or hire TRINSEO's non clerical employees whose job responsibilities or skills relate to the subjects of this Agreement without prior written consent from TRINSEO unless such employee has been voluntarily separated from TRINSEO for more than one year or involuntarily separated from TRINSEO by TRINSEO. This provision shall survive the termination, expiration or cancellation of this Agreement for a period of one year.

23. MODIFICATION

Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

24. ASSIGNMENT/SUBCONTRACTORS

This Agreement cannot be assigned or transferred by AUTHORITY without TRINSEO's prior written approval. However, TRINSEO may assign this Agreement in whole or in part without AUTHORITY's prior written consent.

AUTHORITY will not subcontract the Services, or any portion of the Services, to be provided under this Agreement to a third party without the prior written consent of TRINSEO, which consent may be granted or withheld in TRINSEO's sole discretion. To the extent AUTHORITY utilizes subcontractors or third parties to provide services, AUTHORITY shall be responsible for the acts and omissions of the subcontractors and third parties.

25. TRADEMARKS

Neither party grants the other party any rights to use its trademarks, service marks, or other proprietary symbols or designations; however, with the advance written consent of the other party, the requesting party may state in advertising, sales literature and correspondence, and other publicity, that the approving party has a relationship with the other party.

26. NON-WAIVER

Any failure by TRINSEO or its Affiliates at any time, or from time to time, to enforce or require strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of TRINSEO at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

27. THIRD PARTY RIGHTS

Except as required by Data Protection Legislation, or agreements of TRINSEO required to comply with Data Protection Legislation, this Agreement does not establish any third party beneficiary rights.

28. SEVERABILITY

If any provision of this Agreement is held invalid, such invalidity shall not affect the other provisions of this Agreement.

29. HEADINGS

The headings used to identify the paragraphs in this Agreement are for the convenience of the reader of this Agreement and do not add any substantive meaning.

30. ENTIRE AGREEMENT

This Agreement, with its attachments, embodies the complete, exclusive, and final agreement between the parties with respect to LFG purchases and services and can be modified only by written amendment signed by both parties. Any and all terms and/or conditions in a purchase order shall be null and void.

31. CONFLICTING PROVISIONS

It is understood and agreed that in the event of a conflict or inconsistency in the provisions of this Agreement and the provisions of any other document, specification, writing, or drawing forming a part of or otherwise associated with this Agreement, the provisions of this Agreement shall always prevail. "Conflict" means, for purposes of this Agreement, any term, provision, or condition wherever located and however expressed, that purports to add to, subtract from, vary, amend, or modify in any respect, any part of this Agreement, excepting, however, any term, provision or condition that is adopted by the parties in strict compliance with **Section 21** of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

TRINSEO LLC

**DALTON-WHITFIELD REGIONAL SOLID
WASTE MANAGEMENT AUTHORITY**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") is effective as of January 1, 2024 ("Effective Date") by and between TRINSEO LLC, a Delaware limited liability company, with offices at 440 Swedesford Rd Suite 301, Wayne, PA 19087 ("TRINSEO" or "Lessor"), and DWSWA, with offices at 587 Gazaway Rd, Dalton, GA 30721 ("Lessee").

RECITALS

WHEREAS Lessor has certain equipment ("Lessor's Equipment"), located on the premises of the Lessee, which Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

BASIC PROVISIONS.

- 1(a) Property Address of Lessor's Equipment: Schedule A identifies by street address, city, state and location of the building within which the Equipment is situated.
- (b) Lessee's Address (for notices) is noted in the preamble above.
- (c) Lessor's Address (for notices) is noted in the preamble above.

LESSOR'S EQUIPMENT.

2 Lessor, for and in consideration of the covenants and agreements herein contained on the part of Lessee to be performed, hereby grants unto Lessee, and Lessee hereby accepts from Lessor, the exclusive right to use Equipment (as identified in Exhibit A), to exclusively operate and use for its intended purpose.

TERM.

3(a) The term of this Agreement (hereinafter the "Term") shall commence on the Effective Date. The Term of this Agreement shall coincide with the term of the LANDFILL GAS PURCHASE AGREEMENT between Lessee and TRINSEO as entered into and effective as of January 1, 2024 (the "LFG Agreement"). If at any point the LFG Agreement is terminated or cancelled, so to shall this Agreement be terminated or cancelled. If at any point the LFG Agreement is extended or renewed, so to shall this Agreement be extended or renewed, unless either party shall give written notice to the other before such extension or renewal term commences.

- (b) Lessor may terminate this Agreement for any or no reason at any time upon thirty (30) days advance written notice of termination

CONDITION OF EQUIPMENT.

4. Other than representation and warranties provided under this Agreement, Lessee agrees that it enters into this Agreement without any representations, warranties or statements by Lessor, its agents, representatives, employees, servants, brokers or any other person as to the present or future condition of Lessor's Equipment. Lessee shall accept Lessor's Equipment from Lessor in its "AS IS" condition, and Lessor shall have no obligation to improve or alter Lessor's Equipment. Lessor shall have no liability pursuant to this Agreement by reason of the condition of Lessor's Equipment, including but not limited to any defect or any limitation on its use, except to the extent it is specifically contained in this Agreement.

RENT.

5(a) Fixed Rent. Lessee shall pay to Lessor, without any prior demand therefor and without any deduction or set-off whatsoever, the fixed rent set forth in Schedule A ("Fixed Rent"). Notwithstanding anything to the contrary herein, Fixed Rent shall be deducted from the monthly payment made by TRINSEO to Lessee as set forth in the LFG Agreement.

PERMITTED USE.

6. Lessor's Equipment shall be used only for use consistent with its current use as operated and used in connection with execution of the LFG Agreement.

ASSIGNMENT.

7(a) Lessee shall not, voluntarily or involuntarily, by operation of law or otherwise, assign, mortgage, pledge, encumber, or transfer this Agreement or any of its rights or estates hereunder, without the prior written consent of Lessor, which may be withheld in its sole discretion.

(b) Notwithstanding the foregoing, this Agreement may be assigned by Lessor to any third party without the consent of Lessee in connection with a sale by Lessor of all or substantially all of the Lessor's Equipment or any individual or any portion of Lessor's Equipment. Lessor shall provide a notice of such an assignment to Lessee within five (5) days of the assignment.

(c) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(d) Nothing in this Agreement shall be deemed in any way or for any purpose to create any form of partnership or to impose any tortious or fiduciary duty on any party and no party shall have the power, authority or right to assume or impose any obligations or liability on behalf of any other party without the prior written approval of such party.

EQUIPMENT CONDITION AND COMPLIANCE, UTILITIES AND TAXES.

8(a) In addition to the Services listed on Schedule B attached hereto, Lessor, at Lessor's sole cost and expense and not as an Additional Rent expense, shall keep, or shall cause to be kept, in good order, condition and repair: (i) the structure, foundation, floors, floor slabs, exterior walls, elevators, ramps, loading docks (including dock levelers and dock doors), roof and roof membrane of the building/center and components thereof, (ii) the parking areas, driveways, sidewalks, and

curbs, (iii) the Building systems, and (iv) the Lessee's Premise, including, without limitation, the heating, ventilation and air conditioning systems. Lessee shall not be required to perform any replacements, capital improvements, capital expenditures or capital investment items in connection with Lessee's repair and maintenance obligations hereunder.

(e) Lessor shall be responsible for any personal property taxes assessed or charged against Lessor owned equipment and other personal property of Lessor located on premises of Lessee, except as otherwise set forth in the LFG Agreement.

ALTERATIONS.

9(a) Lessee shall not make any alterations to Lessor's Equipment without first obtaining Lessor's prior consent, which shall not be unreasonably withheld.

SURRENDER.

10. Upon the expiration or the earlier termination of this Agreement, Lessee shall at once surrender and deliver the applicable Lessor's Equipment, together with all improvements thereon, to Lessor in substantially the same condition as of the date hereof, reasonable wear and tear, and obligations of Lessor excepted. Notwithstanding the foregoing sentence, as between Lessor and Lessee, (i) Lessee shall not be required to remove any Alterations performed by Lessor to its condition prior to the making of such Alterations, and (ii) Lessee shall not be required to remove any Alterations consented to by Lessor, unless Lessor stated in writing at the time of such consent that such Alterations would have to be removed by Lessee at Term expiration.

LIMITATIONS ON LESSOR'S LIABILITY.

11 (A) Lessee shall look solely to Lessor's then equity interest in Lessor's Equipment for recovery of any judgment from Lessor and it being agreed that neither Lessor (original or successor), nor any partner (general or limited), associate, executor, participant, principal, agent, employee, executor, or other fiduciary, beneficiary, officer, or other person or entity in or of any partnership, association, joint venture, corporation or other entity, Trust, or Estate from time to time owning Lessor's interest in this Agreement, shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Lessee (it being agreed by Lessee that such exoneration from personal liability is and shall be absolute and complete with no exception whatsoever).

(B) With respect to any services to be furnished or obligations to be performed by Lessor to Lessee, Lessor shall never be responsible for failure to furnish or perform the same when (and the time for performance of the same shall be extended for such period as Lessor is) prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or, after reasonable effort to obtain same, because of failure of supply, or, after reasonable effort to obtain same, inability to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Lessor's control, or for any cause due to any act or omission of Lessee, Lessee's invitees, customers, servants, agents, employees, licensees or any person claiming by, through or under Lessee.

(C) Under no circumstances whatsoever, shall Lessor ever be liable under this Agreement for consequential or special damages.

DAMAGE TO LESSOR'S EQUIPMENT.

12. In the event of substantial damage to the Lessor's Equipment by fire, the elements, or negligence of Lessee, Lessor shall have the option, exercisable within ninety (90) days after such damage, to terminate this Agreement or, to repair the Lessor's Equipment at Lessee's expense. As used in this Section 17, "substantial damage" is damage which cannot reasonably be expected to be completed within ninety (90) days of commencement of repairs.

LESSOR'S RIGHT TO INSPECT

13. The Lessor and the Lessor's employees, agents and contractors shall have, with reasonable prior notice to the Lessee (but in no cases less than one (1) business day) except in emergencies, the right to enter the Lessee's premises at reasonable times during usual office hours of the Lessee and under reasonable circumstances and in accordance with reasonable conditions and conduct reasonable inspections, samples or tests for the purpose of determining the Lessee's compliance with its obligations under this Agreement. In any event, however, Lessor shall not interfere with the operation of the Lessee.

CONSENTS.

14. All references in this Agreement to the consent or approval of Lessor or Lessee shall be deemed to mean the written consent or approval of Lessor or Lessee (as appropriate) and no consent or approval of Lessor or Lessee shall be effective for any purpose unless such consent or approval is set forth in a written instrument executed by Lessor or Lessee (as appropriate).

SERVICES; OTHER RIGHTS AND OBLIGATIONS.

15 (a) Pursuant to Schedule B attached hereto ("Services"), Parties shall have responsibilities with respect to the care, maintenance and replacement of Lessor's Equipment. Services provided by Lessor are included in the Fixed Rent. Services provided by Lessee are included in consideration of the LFG Agreement. Some or all the Services may be provided by a third party.

(b) Any delay by either party to provide certain services or take any other required action pursuant to this Agreement shall be excused if such delay is the result of a force majeure, including acts of God, strikes, lockouts or industrial disputes or disturbances, civil disturbances, including sabotage, terrorist attack or any other act of terrorism, arrests or restraint by rulers or people, interruptions by government or court orders, present and future valid orders of any regulatory body having proper jurisdiction, acts of war (declared or undeclared), riots, blockades, insurrections, inability to secure natural gas or materials upon terms deemed practical by the party affected (including the inability to secure materials by reason of allocations, voluntary or involuntary, promulgated by authorized governmental agencies), epidemics, landslides, lightning, earthquakes, fire, storm, hurricanes, floods, washouts, explosions, breakage or accident to machinery or lines of pipe.

COVENANTS AND INDEMNITY.

16 (a) Lessor and Lessee agree to perform and to observe all of their obligations, covenants, agreements, terms, provisions and conditions under this Agreement. Neither party shall take any action, other than merely operating Lessor's Equipment and using it in accordance with the permitted use, including refraining from any action, which would (i) constitute or cause Lessor to

be in default under, or breach any relevant third party agreement but only to the extent the Lessor's obligations and liabilities under such third party agreements have been informed to Lessee in advance in writing or; (ii) cause either party to become liable for damages, costs, claims or penalties, or (iii) adversely affect, reduce, disturb or interfere with either party's use and business operations.

(b) Except for negligence or willful misconduct of Lessor or its employees, agents, representatives, contractors, or invitees, Lessee agrees to indemnify, defend and hold Lessor and its directors, officers, agents, employees and representatives, harmless of, from and against any and all liabilities, losses, damages, suits, penalties, claims, demands, actual and reasonable costs and expenses, of every kind or nature, including, without being limited to, for personal injury or property damage, and reasonable attorneys' fees and expenses of defending and enforcing this indemnity ("Claims"), by reason of Lessee's failure to comply with any obligation, covenant or agreement set forth herein or arising from the use or manner of use of Lessor's Equipment by Lessee, or of any business conducted by Lessee, or from any work or thing whatsoever done, or any condition created by or any other act or omission of Lessee, its assignees, or their respective employees, agents, servants, contractors, invitees, visitors or licensees, in or about Lessor's Equipment.

(c) Lessor shall defend, indemnify and hold harmless Lessee from and against any and all liability, loss, claims, demands, damages, penalties, costs or expenses (including reasonable attorneys' fees) arising out of: (i) Lessor's breach of this Agreement; (ii) Lessor's negligence or willful misconduct; and (iii) any act or omission by Lessor or Lessor's employees, agents, assignees, contractors, customers or invitees.

(d) Notwithstanding anything to the contrary contained herein, this Section 16 shall survive the expiration or earlier termination of this Agreement or the Expiration Date.

AMENDMENT.

17. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, the parties hereto that expressly references the Section of this Agreement to be amended.

SEVERABILITY.

18. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

ENTIRE AGREEMENT.

19. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof.

NOTICES.

20. Lessor shall deliver to Lessee a copy of any notice of default or any other notice, statement, demand and other communication given or sent which relates or is applicable to Lessor's Equipment, common areas of the Buildings or Lessee's use and occupancy of Lessor's Equipment or the services and facilities of the Buildings being furnished to Lessor's Equipment or to Lessee. Upon reasonable request, Lessor shall provide to Lessee copies of all supporting documentation reflecting any additional rent or late fees described in Section 5. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service to those parties listed in Section 1(b) and 1(c).

COUNTERPARTS.

21. This Agreement may be executed and delivered (including by electronic transmission, such as by electronic mail in "pdf" form) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be duly executed and delivered as of the date first written above.

LESSOR:

TRINSEO LLC

BY: _____
NAME: _____
TITLE: _____
DATE: _____

LESSEE:

BY: _____
NAME: _____
TITLE: _____
DATE: _____

SCHEDULE A

Fixed Rent

Fixed Rent: \$1 per year for Equipment

Location where Lessor Equipment is held: 587 Gazaway Rd. – Dalton, GA 30721

Equipment: Gardner Denver CYCLOBLOWER CYCLO 7CDL14R1T

The Gardner Denver Cycloblower is a helical rotary screw blower used to compress the landfill gas in the transmission pipeline. The blower is driven by a 200 hp AC motor.

SCHEDULE B
SERVICES
RESPONSIBILITIES OF LESSEE & LESSOR

Lessee Responsibilities:

1. Change oil every 1,500 hours. Oil samples will be collected at time of service and sent for analysis.
2. Blower vibration will be monitored continuously with a permanently mounted vibration sensor. In addition, more thorough vibration monitoring will be conducted quarterly using a hand-held vibration sensor. Should the permanently mounted vibration sensor detect abnormal vibration, the hand-held sensor will be used.

Lessor Responsibilities:

1. Quarterly visual inspection & maintenance or repair as required.
2. Provide for other maintenance, repair or replacement of Lessor's Equipment not required of Lessee.

**Material Recovery Facility
Monthly Revenues / Expenditures
November-22**

<u>MRF Revenues</u>		Loads					
User Fees	324	1600.00 tons	\$	86,118.25			
OCC	7	149.38 tons	\$	16,431.80			
Mixed Paper	1	21.01 tons	\$	1,050.50			
Aluminum	0	0.00 tons	\$	-			
Bi-metal	0	0.00 tons	\$	-			
Glass	0	0.00 tons	\$	-			
#1 PET	1	22.35 tons	\$	5,811.00			
HDPE	0	0.00 tons	\$	-			
PP Carpet	0	0.00 tons	\$	-		Sale Loads	9
N 6 Carpet	0	0.00 tons	\$	-		Sale Tons	192.74
N 66 Carpet	0	0.00 tons	\$	-		Sale Dollars	\$ 23,293.30
Carpet Pad / Cust	0	0.00 tons	\$	-			
Mixed Carpet/Roll:	0	0.00 tons	\$	-			
Mixed Plastic 1-7	0	0.00 tons	\$	-			
Contract Bales	0	0.00 tons	\$	-			
				Revenues \$ 109,411.55			

<u>MRF Expenses</u>							
Labor	Wages & Benefits		\$	46,249.50			
	Temp Labor		\$	17,282.54			
	Inmate Labor		\$	-	Labor	\$	63,532.04
Fixed	Electric		\$	2,574.31			
	Security System		\$	56.67			
	Propane		\$	-			
	Insurance - Average		\$	153.50			
	Water		\$	323.69			
	Telephone		\$	224.68			
	Cell		\$	40.00			
					Fixed	\$	3,372.85
City Curbside	Revenue Sharing	73	53.26 tons @	\$	30.00 ton	Curbside	\$ 1,597.80
Supplies	Baling Wire		336 Bales @	\$	4.00 bale		\$ 1,344.00
	<i>Supplies</i>						\$ 116.56
Recycling Pulls	Internal Rolloff		54 pulls @	\$	110.00 ea		\$ 5,940.00
Glass Transportation			0 pulls @	\$	365.00 ea		\$ -
Electronics Recycling							\$ -
Vehicle	Fuel and Lube						\$ 2,150.00
Balefill/Disposal	D-W to Bale Fill	3	5.00 tons @	\$	21.75		\$ 108.75
	D-Bale (others)	0	0.00 tons @	\$	21.75		\$ -
	Residual Waste	0	0.00 tons @	\$	22.75		\$ -
	MRF--Landfill	94	1320.03 tons @	\$	22.75		\$ 30,030.68
Repair/Maintenance			2% of Annual Cost				\$ 502.50
	<i>Repairs/Maint</i>						\$ 1,152.68

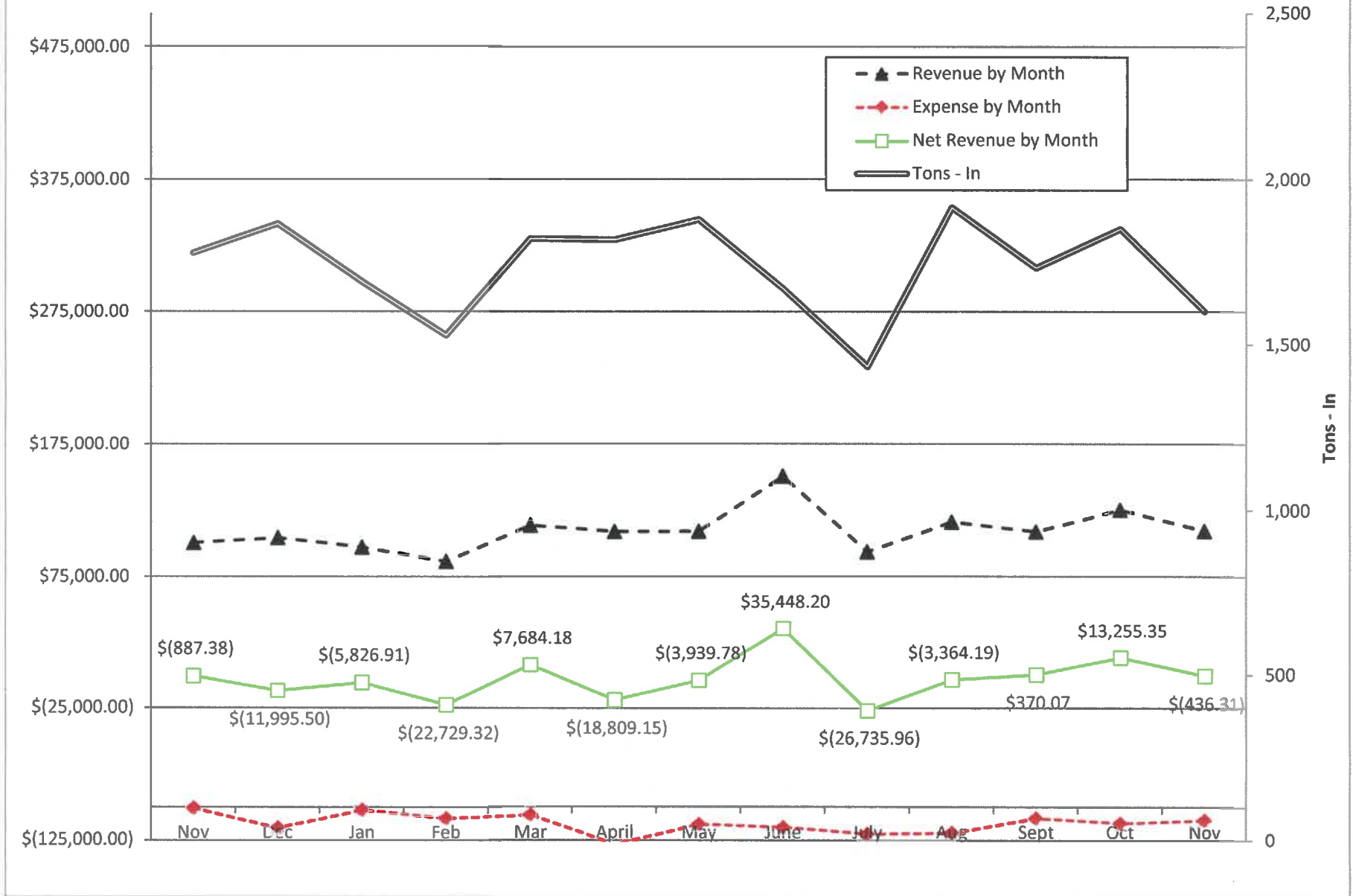
<u>NON Cash Expenses</u>	
Baler Depreciation	\$ 2,353.70
Building Depreciation	\$ 6,119.46
	\$ 8,473.16

Expenses \$ 109,847.86

NOTES	
Avoided Disposal Fees	\$ 12,098.68
Saved Airspace	439.95 cy

Total Revenues \$ 109,411.55
Total Expense \$ 109,847.86
Net Revenue \$ (436.31)

Materials Recovery Facility Trend Report - November 2023



Target Recycling					2023				
Commodity	Loads	Tons	Pounds	\$\$\$\$	\$ per ton	2022 \$ per ton	2021 \$ per ton	2020 \$ per ton	
January	Cardboard	34	142.94	285,880	\$6,432.30	\$45.00	\$175.00	\$ 95.00	\$ 45.00
	Mixed Paper	1	2.36	4,720	\$23.60	\$10.00	\$90.00	\$ 45.00	\$ 10.00
	PET	0	0.00	0	\$0.00	\$240.00	\$460.00	\$ 160.00	\$ 220.00
	Alum	1	1.00	2,000	\$1,400.00	\$1,400.00	\$1,720.00	\$ 1,030.00	\$ 840.00
	totals	36	146.30	290,600	\$7,855.90				
February	Cardboard	31	146.78	293,560	\$6,605.10	\$45.00	\$170.00	\$ 95.00	\$ 50.00
	Mixed Paper	1	4.76	9,520	\$47.60	\$10.00	\$85.00	\$ 40.00	\$ 5.00
	PET	0	0.00	0	\$0.00	\$280.00	\$460.00	\$ 190.00	\$ 240.00
	Alum	0	0.00	0	\$0.00	\$1,600.00	\$1,960.00	\$ 1,130.00	\$ 960.00
	totals	32	151.54	303,080	\$6,652.70				
March	Cardboard	36	150.82	301,640	\$6,786.90	\$45.00	\$165.00	\$ 100.00	\$ 60.00
	Mixed Paper	2	12.59	25,180	\$188.85	\$15.00	\$85.00	\$ 40.00	\$ 5.00
	PET	0	0.00	0	\$0.00	\$340.00	\$730.00	\$ 215.00	\$ 250.00
	Alum	1	1.62	3,240	\$2,268.00	\$1,400.00	\$1,980.00	\$ 1,280.00	\$ 760.00
	totals	39	165.03	326,820	\$9,243.75				
April	Cardboard	33	137.16	274,320	\$7,543.80	\$55.00	\$160.00	\$ 105.00	\$ 95.00
	Mixed Paper	0	0.00	0	\$0.00	\$20.00	\$85.00	\$ 40.00	\$ 10.00
	PET	0	0.00	0	\$0.00	\$320.00	\$980.00	\$ 300.00	\$ 200.00
	Alum	0	0.00	0	\$0.00	\$1,400.00	\$2,020.00	\$ 1,360.00	\$ 760.00
	totals	33	137.16	274,320	\$7,543.80				
May	Cardboard	38	162.10	324,200	\$10,536.50	\$65.00	\$155.00	\$ 110.00	\$ 135.00
	Mixed Paper	3	16.87	33,740	\$421.75	\$25.00	\$85.00	\$ 40.00	\$ 25.00
	PET	0	0.00	0	\$0.00	\$300.00	\$860.00	\$ 340.00	\$ 200.00
	Alum	1	1.62	3,240	\$2,268.00	\$1,400.00	\$1,350.00	\$ 1,360.00	\$ 760.00
	totals	42	180.59	361,180	\$13,226.25				
June	Cardboard	31	126.08	252,160	\$9,456.00	\$75.00	\$155.00	\$ 135.00	\$ 100.00
	Mixed Paper	2	10.14	20,280	\$304.20	\$30.00	\$85.00	\$ 65.00	\$ 25.00
	PET	0	0.00	0	\$0.00	\$200.00	\$840.00	\$ 500.00	\$ 190.00
	Alum	0	0.00	0	\$0.00	\$1,400.00	\$940.00	\$ 1,460.00	\$ 760.00
	totals	33	136.22	272,440	\$9,760.20				
July	Cardboard	30	121.91	243,820	\$9,143.25	\$75.00	\$165.00	\$ 155.00	\$ 80.00
	Mixed Paper	0	0.00	0	\$0.00	\$30.00	\$85.00	\$ 85.00	\$ 25.00
	PET	0	0.00	0	\$0.00	\$220.00	\$700.00	\$ 510.00	\$ 190.00
	Alum	1	0.99	1,980	\$1,188.00	\$1,200.00	\$1,300.00	\$ 1,300.00	\$ 780.00
	totals	31	122.90	245,800	\$10,331.25				
August	Cardboard	39	170.14	340,280	\$14,461.90	\$85.00	\$140.00	\$ 195.00	\$ 80.00
	Mixed Paper	0	0.00	0	\$0.00	\$30.00	\$55.00	\$ 110.00	\$ 25.00
	PET	0	0.00	0	\$0.00	\$165.00	\$240.00	\$ 555.00	\$ 180.00
	Alum	1	1.73	3,460	\$2,076.00	\$1,200.00	\$1,300.00	\$ 1,530.00	\$ 1,020.00
	totals	40	171.87	343,740	\$16,537.90				
September	Cardboard	35	129.33	258,660	\$12,286.35	\$95.00	\$95.00	\$ 205.00	\$ 80.00
	Mixed Paper	3	11.67	23,340	\$466.80	\$40.00	\$25.00	\$ 115.00	\$ 30.00
	PET	0	0.00	0	\$0.00	\$210.00	\$200.00	\$ 560.00	\$ 170.00
	Alum	0	0.00	0	\$0.00	\$1,300.00	\$1,300.00	\$ 1,670.00	\$ 980.00
	totals	38	141.00	282,000	\$12,753.15				
October	Cardboard	36	130.70	261,400	\$13,723.50	\$105.00	\$55.00	\$ 205.00	\$ 80.00
	Mixed Paper	3	14.07	28,140	\$633.15	\$45.00	\$10.00	\$ 115.00	\$ 35.00
	PET	0	0.00	0	\$0.00	\$0.00	\$240.00	\$ 560.00	\$ 140.00
	Alum	1	1.12	2,240	\$1,411.20	\$1,260.00	\$1,400.00	\$ 1,720.00	\$ 980.00
	totals	40	145.89	291,780	\$15,767.85				
November	Cardboard	34	120.63	241,260	\$13,269.30	\$110.00	\$45.00	\$ 195.00	\$ 80.00
	Mixed Paper	1	4.48	8,960	\$224.00	\$50.00	\$10.00	\$ 105.00	\$ 40.00
	PET	0	0.00	0	\$0.00	\$260.00	\$190.00	\$ 495.00	\$ 160.00
	Alum	0	0.00	0	\$0.00	\$1,200.00	\$1,400.00	\$ 1,720.00	\$ 940.00
	totals	35	125.11	250,220	\$13,493.30				
December	Cardboard	0	0.00	0	\$0.00	\$0.00	\$45.00	\$ 180.00	\$ 90.00
	Mixed Paper	0	0.00	0	\$0.00	\$0.00	\$10.00	\$ 95.00	\$ 45.00
	PET	0	0.00	0	\$0.00	\$0.00	\$270.00	\$ 360.00	\$ 160.00
	Alum	0	0.00	0	\$0.00	\$0.00	\$1,400.00	\$ 1,580.00	\$ 1,040.00
	totals	0	0.00	0	\$0.00				
Totals	399	1623.61	3,241,980	\$123,166.05					
	Loads	Tons	Pounds	\$\$\$\$	2023	2022	2021	2020	
Cardboard	377	1538.59	3,077,180	\$110,244.90	Avg \$ Year \$72.73	Avg \$ Year \$127.08	Avg \$ Year \$147.92	Avg \$ Year \$81.25	
Mixed Paper	16	76.94	153,880	\$2,309.95	\$27.73	\$59.17	\$74.58	\$23.33	
PET	0	0.00	0	\$0.00	\$230.45	\$514.17	\$395.42	\$191.67	
Alum	6	8.08	16,160	\$10,611.20	\$1,341.82	\$1,505.83	\$1,428.33	\$881.67	

November 2023

TARGET RECYCLING AT SCHOOL MONTHLY REPORT

WWW.DWSWA.ORG
706-278-5001

Target Recycling, managed by the Dalton-Whitfield Solid Waste Authority's Recycling Center in Dalton, provides collection of recyclables at no charge to local businesses and schools interested in recycling. Recycling collection saves local school districts hundreds of dollars in waste collection fees each month.

Overall Recycling Rates Top Five Schools for November 2023

During the month of November 2023 all of the schools recycling with Target Recycling collected a total of 53,650 pounds of recyclable materials for a recycling rate of 2.6 pounds per student.

That saves approximately 456 trees! It also weighs approximately 35,766 ice skates. Let's "glide" towards high recycling rates in the new year!

School	School Pop.	Quantity (lbs)	Per-Capita (lb/student)
Learning Tree Elem. School Private	82	1,140	13.9
New Hope Elementary School	485	5,620	11.6
Varnell Elementary School	384	1,790	4.7
Cohutta Elementary School	298	1,310	4.4
Tunnel Hill Elementary School	306	1,310	4.3
Total	1,555	11,170	7.2

Recycling Rates are calculated by dividing the number of students at the school by the weight (in pounds) of the recyclables collected during a one-month period.

* If there is an error in student population count for your school please call us to update the report at 706-278-5001.

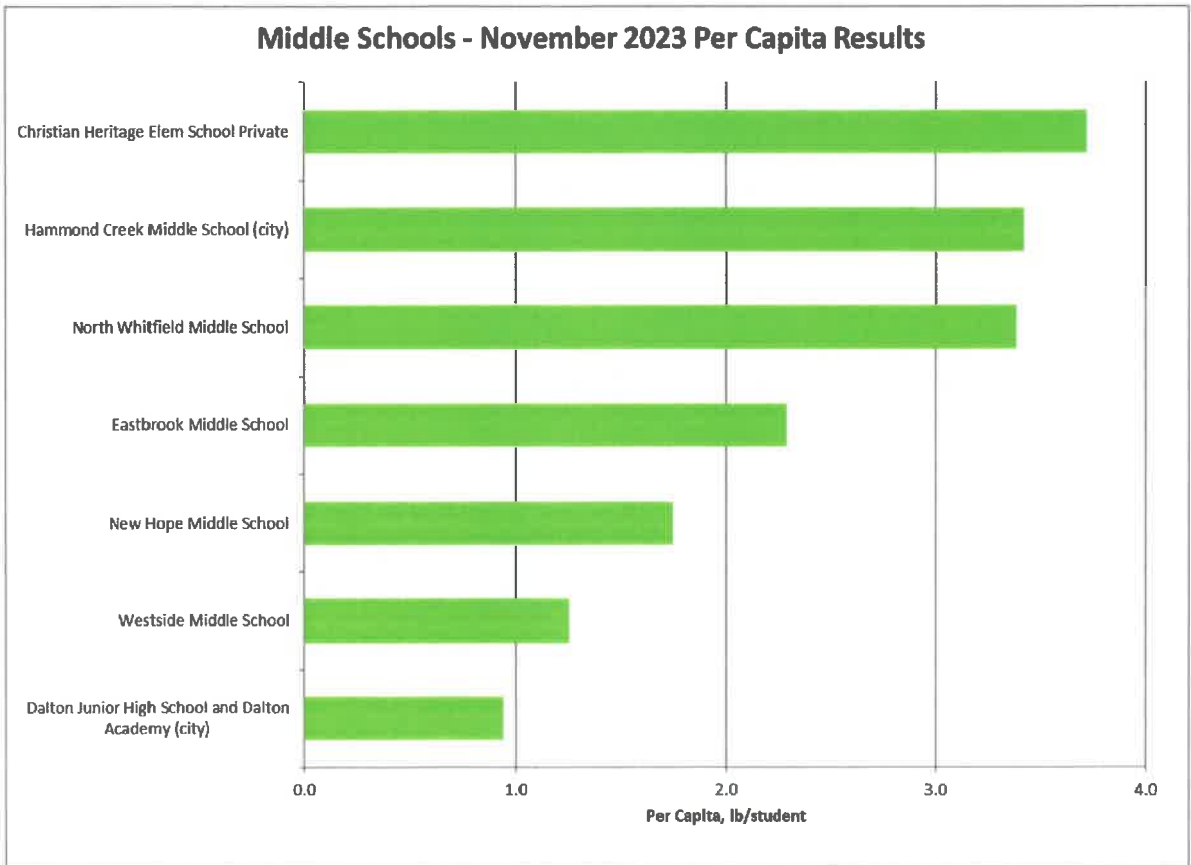
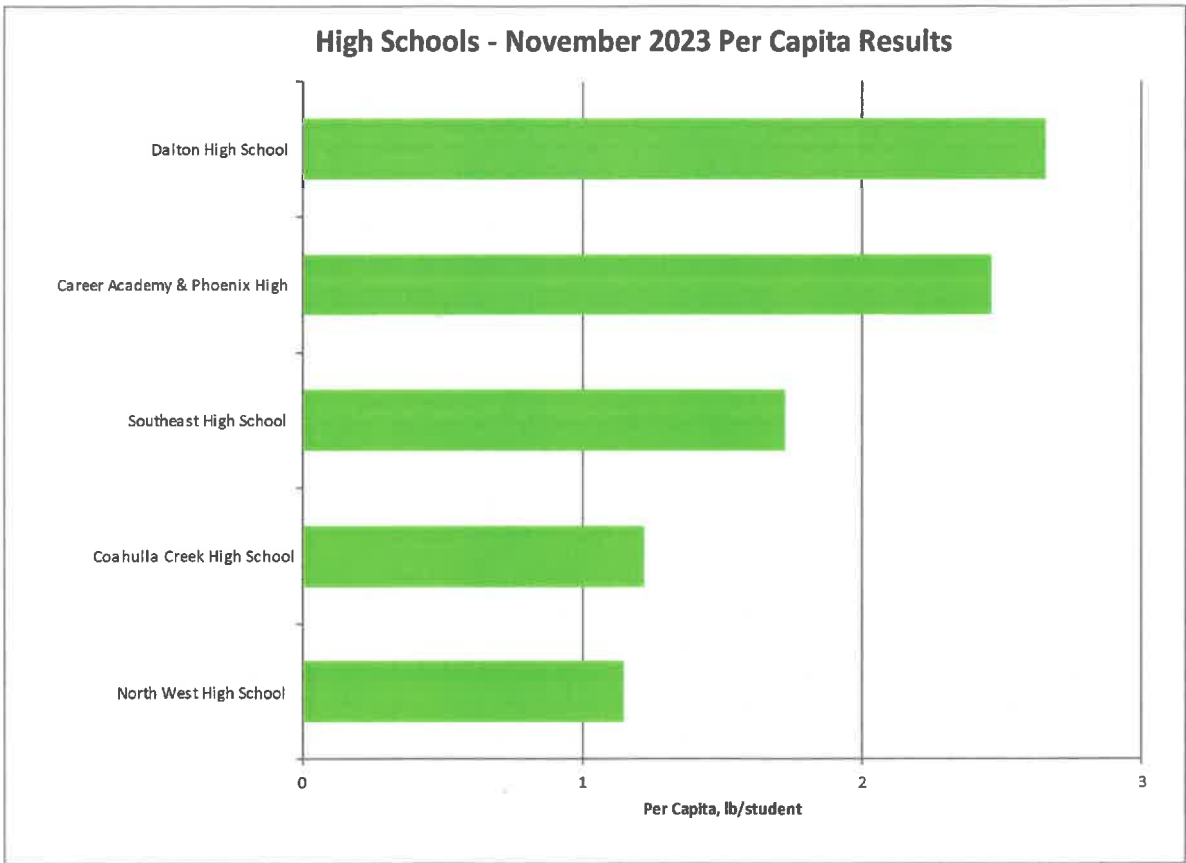
Individual School Recycling Rates

High Schools	School Population	Total Pounds	Per-Capita (lb/student)
Career Academy & Phoenix High	780	1920	2.5
Coahulla Creek High School	1015	1240	1.2
Dalton High School	1395	3710	2.7
North West High School	1142	1310	1.1
Southeast High School	1524	2630	1.7
Totals	5,856	10,810	1.8

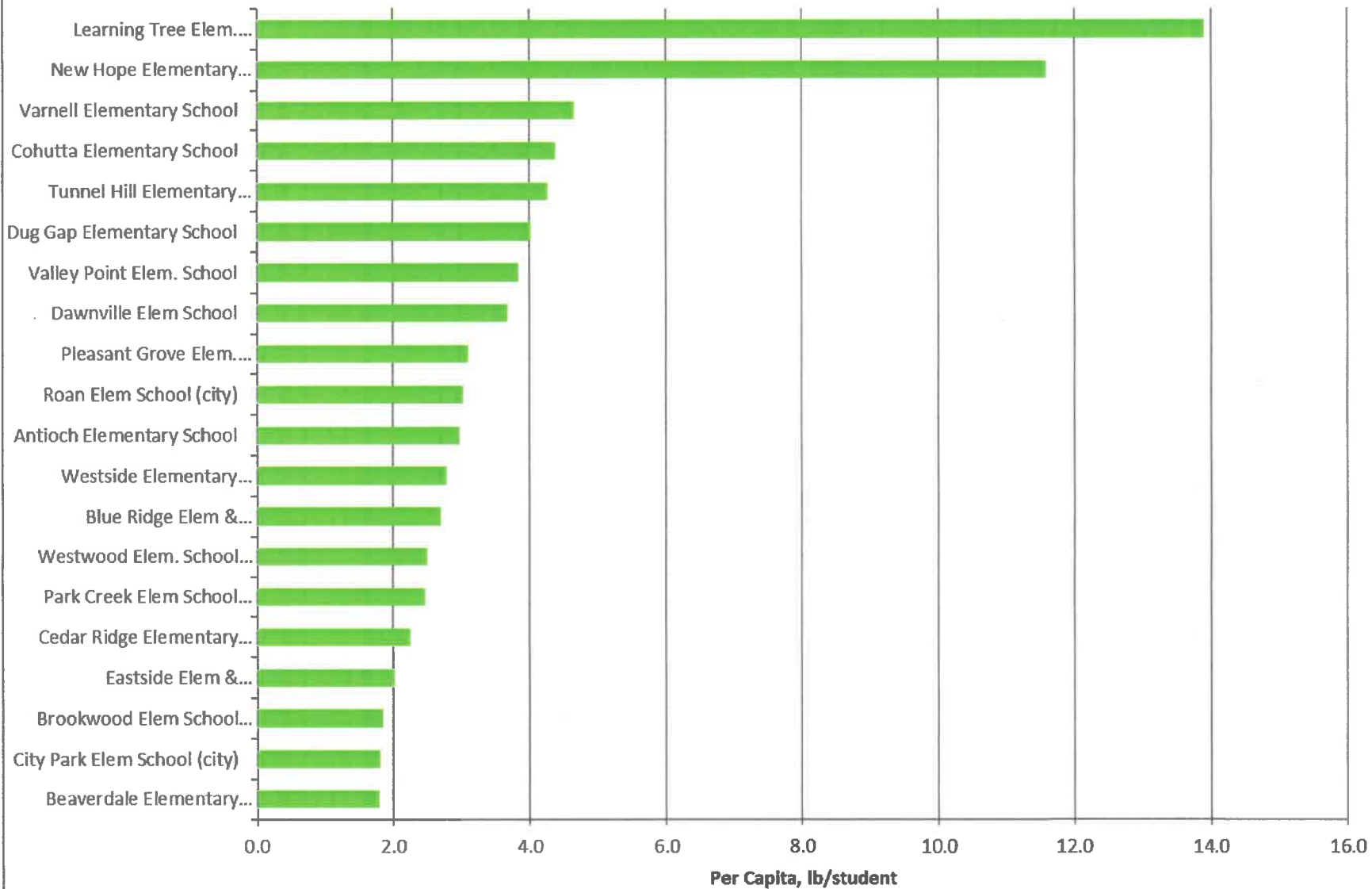
Target Recycling at School takes the collection program a step further by providing a complimentary Environmental Education program that teaches student to be more environmentally friendly.

Middle Schools	School Population	Total Pounds	Per-Capita (lb/student)
Christian Heritage Elem School Private	371	1380	3.7
Dalton Junior High School and Dalton Academ	1527	1440	0.9
Eastbrook Middle School	629	1440	2.3
Hammond Creek Middle School (city)	441	1510	3.4
New Hope Middle School	776	1360	1.8
North Whitfield Middle School	419	1420	3.4
Valley Point Middle School	402	1530	3.8
Westside Middle School	1052	1320	1.3
Totals	5,617	11,400	2.0

Elementary Schools	School Population	Total Pounds	Per-Capita (lb/student)
Antioch Elementary School	470	1400	3.0
Beaverdale Elementary School	433	780	1.8
Blue Ridge Elem & Northstar School (city)	629	1700	2.7
Brookwood Elem School (city)	701	1300	1.9
Cedar Ridge Elementary School	369	830	2.2
City Park Elem School (city)	706	1280	1.8
Cohutta Elementary School	298	1310	4.4
Dawnville Elem School	423	1560	3.7
Dug Gap Elementary School	355	1430	4.0
Eastside Elem & Crossroads Academy School	586	1190	2.0
Learning Tree Elem. School Private	82	1140	13.9
New Hope Elementary School	485	5620	11.6
Park Creek Elem School (city)	578	1430	2.5
Pleasant Grove Elem. School	444	1380	3.1
Roan Elem School (city)	452	1370	3.0
Tunnel Hill Elementary School	306	1310	4.3
Valley Point Elem. School	419	1610	3.8
Varnell Elementary School	384	1790	4.7
Westside Elementary School	546	1520	2.8
Westwood Elem. School (city)	597	1490	2.5
Totals	9,263	31,440	3.4



Elementary Schools - November 2023 Per Capita Results

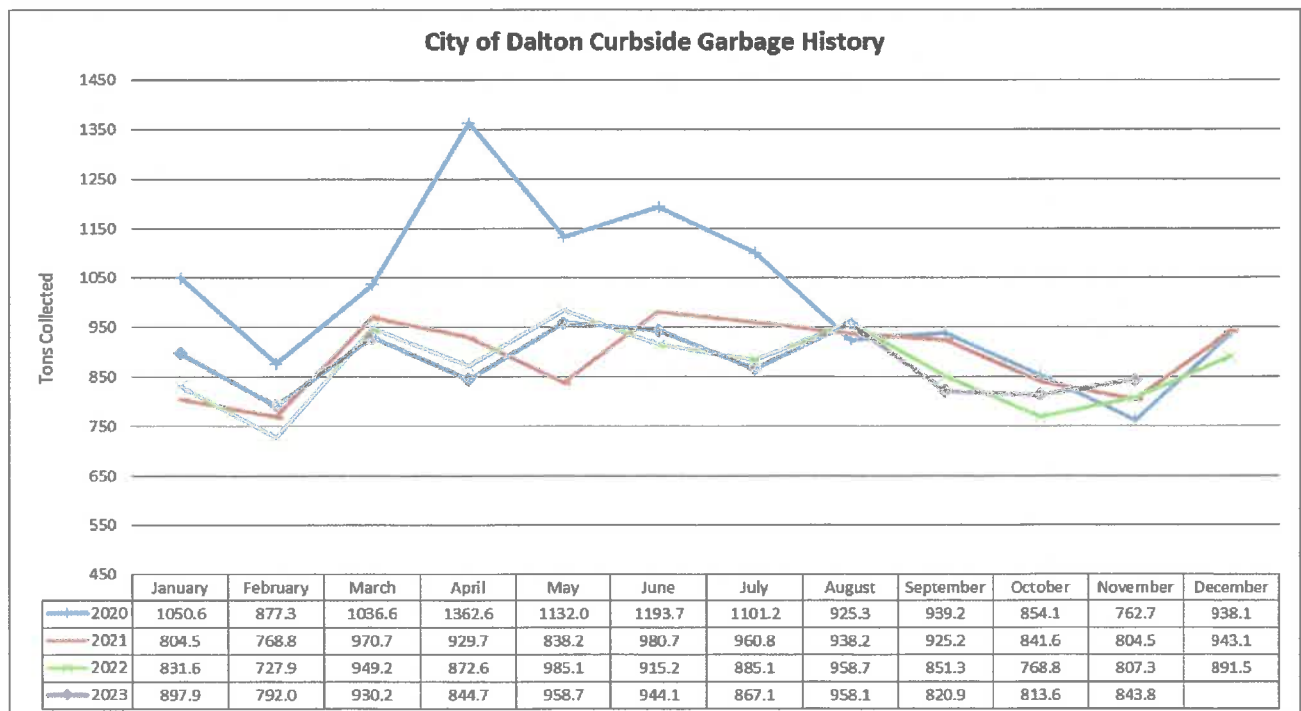
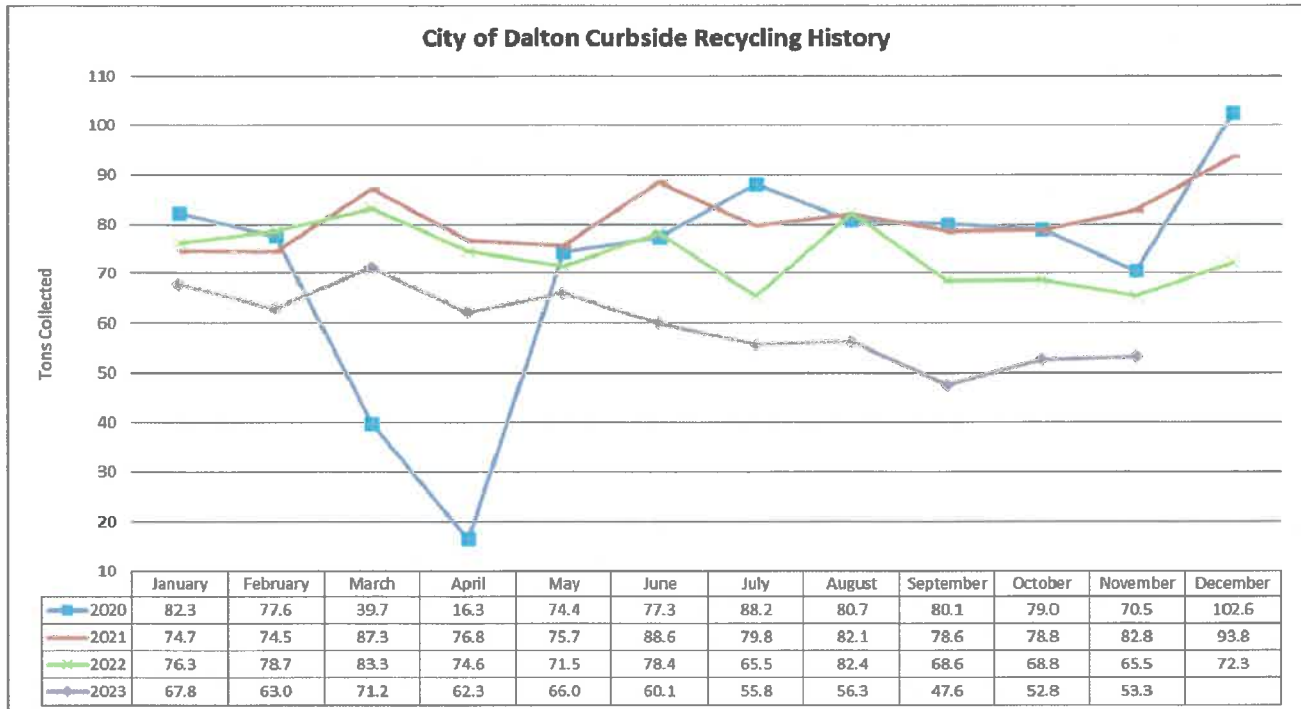


City of Dalton Curbside Recycling Report – November 2023

Prepared by the Dalton-Whitfield Regional Solid Waste Management Authority | www.DWSWA.org

The City of Dalton Curbside Recycling Program collected 53.3 tons (106,520 lbs.) of recyclables in November 2023. It is a 18.7% decrease compared to November 2022 when 65.5 tons were collected. 53.3 tons saves 89 cubic yards of landfill space. 843.8 tons (1,687,520 lbs.) of garbage was disposed of in November 2023 by the City of Dalton. It is an increase of

4.5% compared to 843.8 tons collected in November 2022. The waste diversion rate for November 2023 is 5.94%. The Dalton-Whitfield Solid Waste Authority has credited the City of Dalton Public Works Department \$1,597.80 for the revenue sharing of recyclables received in November 2023.

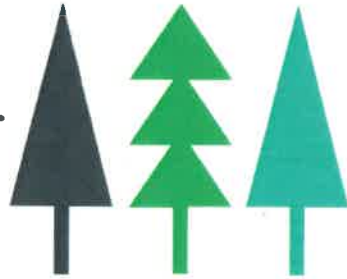




Keep Dalton-Whitfield Beautiful invites you to

Bring One for the Chipper!

December 30, 2023
9:00 a.m. -12:00 p.m.
The Home Depot
875 Shugart Rd.



FREE Drop-off of Live and Undecorated Trees!
They will be recycled into mulch!

FREE Drop-off of Non-Monitor Electronics for
Recycling such as cellphones, laptops,
cameras, and more!

2nd TREE DROP @
Edwards Park
115 Edwards Park Entrance
NO electronics, unmanned

*Donations of \$10.00
appreciated*
for CRT (Cathode Ray Tube)
Monitors and Computer
Monitors.
CASH ONLY

*tree drop off
Electronics Recycling
Free Seed Packets*



For more information, visit www.keepdaltonwhitfieldbeautiful.org

**CONVENIENCE CENTERS -- VOLUNTARY DROP-OFF RECYCLING
2023**

	January	February	March	QTR - 1	April	May	June	QTR - 2	July	August	September	QTR - 3	October	November
McGaughey Chapel														
Waste	194.44	144.35	183.09	521.88	173.58	216.73	212.15	602.46	209.65	186.20	194.88	590.73	193.36	193.59
Recycle	14.24	10.09	13.44	37.77	11.82	13.72	15.19	40.73	10.50	17.70	13.29	41.49	14.43	13.20
Target Recycle	0.17	0.00	0.23	0.39	0.00	0.21	0.00	0.21	0.21	0.21	0.00	0.42	0.21	0.00
Total Recycled	14.41	10.09	13.67	38.16	11.82	13.93	15.19	40.94	10.71	17.91	13.29	41.91	14.64	13.20
% RECYCLED	6.90%	6.53%	6.95%	6.81%	6.38%	6.04%	6.68%	6.36%	4.86%	8.77%	6.38%	6.62%	7.04%	6.38%
MLK														
Waste	342.86	299.70	344.15	986.71	332.87	382.96	373.93	1,089.76	385.27	369.20	331.99	1,086.46	351.03	359.80
Recycle	24.67	22.62	30.89	78.18	32.58	32.73	32.01	97.32	26.45	30.00	26.82	83.27	31.17	30.40
Target Recycle	0.15	0.00	0.22	0.37	0.00	0.22	0.00	0.22	0.21	0.20	0.00	0.41	0.23	0.00
Total Recycled	24.82	22.62	31.11	78.55	32.58	32.95	32.01	97.54	26.66	30.20	26.82	83.68	31.40	30.40
% RECYCLED	6.75%	7.02%	8.29%	7.37%	8.92%	7.92%	7.89%	8.22%	6.47%	7.56%	7.47%	7.15%	8.21%	7.79%
Old Dixie														
Waste	264.79	237.13	316.96	818.88	314.49	298.07	345.77	958.33	315.93	281.30	298.94	896.17	299.71	314.10
Recycle	17.06	10.31	17.53	44.90	9.89	13.14	10.01	33.04	14.45	13.40	9.36	37.21	10.63	8.30
Target Recycle	0.14	0.00	0.21	0.35	0.00	0.21	0.00	0.21	0.22	0.17	0.00	0.38	0.22	0.00
Total Recycled	17.20	10.31	17.74	45.25	9.89	13.35	10.01	33.25	14.67	13.57	9.36	37.59	10.85	8.30
% RECYCLED	6.10%	4.17%	5.30%	5.24%	3.05%	4.29%	2.81%	3.35%	4.44%	4.60%	3.04%	4.03%	3.49%	2.57%
Westside														
Waste	186.92	152.39	167.02	506.33	163.01	179.53	179.04	521.58	173.26	175.90	147.93	497.09	162.35	168.10
Recycle	12.04	14.21	17.00	43.25	11.25	16.16	12.64	40.05	15.07	17.00	11.12	43.19	15.12	13.50
Target Recycle	0.16	0.00	0.22	0.38	0.00	0.23	0.00	0.23	0.19	0.20	0.00	0.39	0.23	0.00
Total Recycled	12.20	14.21	17.22	43.63	11.25	16.39	12.64	40.28	15.26	17.20	11.12	43.58	15.35	13.50
% RECYCLED	6.13%	8.53%	9.34%	7.93%	6.46%	8.36%	6.59%	7.17%	8.09%	8.90%	6.99%	8.06%	8.64%	7.43%