

EXHIBIT I

WATERBURY LANDFILL OPERATING AGREEMENT

**LANDFILL OPERATING AGREEMENT
BETWEEN
CONNECTICUT RESOURCES RECOVERY AUTHORITY
AND
WATERBURY LANDFILL ASSOCIATES**

PREAMBLE

THIS AGREEMENT, made and dated as of the 22nd day of December, 1986 by and between the CONNECTICUT RESOURCES RECOVERY AUTHORITY (the "Authority"), a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut and WATERBURY LANDFILL ASSOCIATES, a Connecticut general partnership having an office and principal place of business in Waterbury, Connecticut ("Operator").

W I T N E S S E T H:

WHEREAS, the Authority has purchased certain premises located at the intersection of Highland Avenue and Highview Street, Waterbury, Connecticut more particularly described on Schedule A (the "Premises"), and wishes to continue the conduct of a bulky waste landfill operation on the Premises; and

WHEREAS, Operator wishes to conduct on behalf of the Authority, a bulky waste landfill operation on the Premises:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

ARTICLE I

REPRESENTATIONS OF THE PARTIES

1.01 Representations of Operator. Operator represents that:

(a) It has reviewed the Operation and Management Plan (the "Plan") for the Premises provided to it by the Authority and on file with the Department of Environmental Protection of the State of Connecticut (the "DEP") and it finds the Plan to be workable in regard to the bulky waste landfill operation on the Premises.

(b) It has reviewed the solid waste permit issued by the DEP ("Solid Waste Permit"). A copy of the permit is attached as Schedule B.

(c) It is familiar with the provisions of the Connecticut General Statutes governing the management of solid waste, discharges to the waters of the State, and the regulations promulgated by the DEP which implement these statutes and the regulations and ordinances of the Town of Waterbury.

(d) It or affiliated persons or corporations have been conducting a bulky waste landfill operation on Parcel "A" of the Premises since March 10, 1983. It is familiar with the particular restraints imposed by the location and topography of the Premises and the Site.

1.02 Representations of the Authority. The Authority represents that:

(a) It has purchased the Premises.

(b) It has the responsibility and authority to implement and provide solid waste disposal and resource recovery systems and facilities and solid waste management services where necessary and desirable throughout the State of Connecticut in accordance with the State of Connecticut Solid Waste Management Plan and the state solid waste management statutes.

(c) It intends to use the Premises to fulfill its obligations to dispose of solid waste under service contracts which it intends to sign with a number of municipalities in the region.

(d) It has applied for the transfer of the Solid Waste Permit for Parcel "A" of the Premises.

(e) It will use its best efforts to ensure that the Solid Waste Permit remains valid and outstanding for the term of this Agreement and it will comply with the terms of such permit.

ARTICLE II

DEFINITIONS

2.01 "Oversized Bulky Waste" means bulky waste materials acceptable under current DEP regulations for disposal in a bulky waste landfill, excluding (a) hazardous waste as defined by state or federal regulation and (b) solid waste, other than bulky waste, requiring special written approval by the DEP for its disposal on the Premises. Operator may refuse to dispose of such specially consented to waste if its disposal would be more costly or would create a hazard to Operator's operations.

2.02 "CPI" means the consumer price index for the Boston Metropolitan Area, All Items for Urban Wage Earners and Clerical Workers, as published by the United States Department of Labor, Bureau of Labor Statistics (Base Year 1967 = 100), or a mutually agreeable alternative index if such index is no longer published or the method of computation thereof is substantially modified.

2.03 "Contract Year" means each 12-month period during operation of the landfill under this Agreement commencing on the first of July, 1987.

2.04 "Site" means the Premises together with any and all parcels of land subsequently acquired by the Authority that are contiguous to any portion of the Premises or to any other contiguous parcel previously acquired by the Authority.

ARTICLE III

TERM OF AGREEMENT

3.01 This Agreement shall become effective as of March 1, 1987 and will continue in effect until the earliest of the date upon which all of the Site for which the Authority has had a solid waste permit has been filled to permitted capacity, as determined by the Authority in its sole discretion, termination in accordance with the terms hereof by reason of default or a mutually agreeable date of termination agreed to in writing by both parties hereto.

ARTICLE IV

RESPONSIBILITIES AND DUTIES OF OPERATOR

4.01 Operator shall dispose of all Oversized Bulky Waste delivered by or on behalf of the Authority to the Site.

4.02 Operator shall conduct all bulky waste landfill operations on the Site in accordance with Schedule B, the Solid Waste Permit, and all applicable federal, state and local regulations, statutes and laws and this Agreement. Any deviations from the Plan must be specifically approved by the Authority in writing. Nothing in this Agreement which points out a particular manner of operation shall be deemed to limit the generality of the foregoing.

4.03 Except as specifically provided in this Agreement, Operator will own and operate all equipment and will employ and train all personnel, including qualified operators, reasonably necessary to conduct the bulky waste landfill operations as contemplated by this Agreement. Equipment and operating personnel on the Site are to be used to dispose of Oversized Bulky Waste and to perform related tasks including hauling of cover material from elsewhere on the Site, maintenance of access roads, and application of weekly, intermediate and final cover material.

4.04 Operator, at its own cost and expense, shall grade the Premises in accordance with plans, and pursuant to a time schedule, to be furnished to the Operator by the Authority; pro-

vided that in no event shall Operator be required to perform or bear the expense of any blasting to be performed on the Premises. The Authority and Operator agree to enter into a contract whereby the Authority shall hire the Operator to perform any additional redesign, regrading, landscaping or final closure of the Premises during the term of this Agreement.

4.05 Operator, at its own cost and expense, shall supply to the Authority the services of a 320+ Horsepower bulldozer and competent operator for grading and site preparation on all of the Site excluding the Premises. These services shall be provided to the Authority at Operator's expense for a period of forty customary working days, excluding any overtime or legal holidays. The grading and site preparation shall be performed by Operator in accordance with plans, and pursuant to a time schedule, to be furnished to the Operator by the Authority. Prior to the expiration of the forty day period set forth above, the Authority and Operator shall enter into a contract whereby the Authority agrees to hire the Operator to perform the balance of the grading and site preparation necessary to obtain a bulky waste permit for the non-permitted portions of the Site. In addition, the Authority and Operator shall contract for the Operator's performance of any subsequent redesign, regrading, landscaping or final closure of the Site during the term of this Agreement.

4.06 Operator's responsibility to conduct bulky waste landfill operations includes, but is not limited to the following duties: litter, dust, rodent and odor control in accordance with good bulky waste landfill operations; daily landfill operation and supervision; landfill access road maintenance and other maintenance including snow removal, ice control and drainage; hauling from elsewhere on the Site and placing and grading of all weekly cover material.

4.07 Operator recognizes that good compaction of solid waste and cover material is important to the Authority's management of the Site. From time to time the Authority shall compute compaction densities being achieved at the Site and shall review Operator's performance. Operator and the Authority shall cooperate to ensure that Operator achieves compaction densities consistent with good bulky waste landfill operations.

4.08 Operator will accept Acceptable Waste from 7:00 a.m. to 3:00 p.m. Monday through Friday except for the following holidays: New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Other hours of operation may be agreed to by the Authority and Operator.

4.09 Operator at its own cost and expense, shall construct the access road to the Premises over and across other land of the Operator. The Operator reserves the right to determine the precise location of the access road, which road shall connect the

easternmost portion of the Site with Nichols Drive. The Operator shall construct a road sufficient to bear the weight of the vehicles requiring access to the landfill in the ordinary course of business and shall grant to the Authority a non-assignable, non-transferable easement and right-of-way, personal to the Authority, over and across the road, on terms and conditions mutually acceptable to both parties, for a term to expire upon the earlier of the Authority's transfer of the title to the Site or the Authority's final closure of all portions of the Site used as a landfill. The Operator may use the rock and clay, removed from the Premises during the site preparation and grading set forth in Section 4.04, in the construction of the access road, at no cost to Operator.

4.10 Operator shall carry comprehensive general liability insurance providing coverage of at least \$500,000, worker's compensation, and "an umbrella coverage" of not less than \$1 million. The foregoing insurance shall be carried by Operator and shall remain in full force and effect during the term of this Agreement, provided such insurance is readily available in the marketplace. Certificates of such insurance shall be filed with the Authority on the effective date of this Agreement. The insurance policies shall include a clause to the effect that the policies shall not be subject to cancellation or a reduction in the required limits of liability or amounts of insurance until notice has been sent by

registered mail to the Authority stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective.

4.11 On the date of the execution of this Agreement, Operator shall provide the Authority with a financial guarantee deemed acceptable by the Authority. The guarantee shall protect the Authority in the event that Operator should not perform its obligation to dispose of Oversized Bulky Waste delivered by the Authority in conformity with this Agreement and all applicable laws and regulations.

4.12 Operator will not bring any solid waste to the Site for disposal without the prior written approval of the Authority. Notwithstanding the previous sentence, Operator may bring Oversized Bulky Waste to the Site which emanates from any municipality with which the Authority has contracted for disposal of such waste at the Site.

ARTICLE V

DUTIES AND RESPONSIBILITIES OF THE AUTHORITY

5.01 The Authority shall be responsible for the following: seeding and erosion controls associated with final cover; and the cost of purchasing and transporting cover material or any other material transported from elsewhere to the Site and necessary for Site preparation or closure.

5.02 The Authority will monitor Operator's operations on the Site to insure that the terms of this Agreement are followed. This service provided by the Authority does not relieve Operator of its responsibility to conduct all operations in accordance with this Agreement, the Permit, and applicable laws and regulations.

5.03 The Authority will cause to be conducted the periodic independent engineering reviews contemplated by the Solid Waste Permit.

5.04 The Authority shall station one of its employees at the Site to (a) measure each truck and to keep records of solid waste deliveries in cooperation with Operator; (b) verify that the waste being delivered to the Site constitutes Oversized Bulky Waste acceptable for disposal at the Site; and (c) verify that each truck delivering waste to the Site represents a municipality or other entity with which the Authority has contracted for disposal of such waste at the Site.

5.05 The Authority agrees that a minimum of 100,000 cubic yards of Oversized Bulky Waste will be delivered from all sources for disposal at the Site each Contract Year. If such minimum amount of Oversized Bulky Waste is not so delivered, however, the Authority shall be obligated to pay the Operator disposal fees in accordance with the terms of this Agreement only for such Oversized Bulky Waste as was in fact delivered during that Contract

Year, and Operator shall be entitled to no additional payment on account of the failure to deliver said minimum.

ARTICLE VI

DISPOSAL AND OPERATION FEES

6.01 Vehicles containing Oversized Bulky Waste shall be measured for capacity by the Authority. Contemporaneous with this measuring, the Authority will, in cooperation with Operator, make and thereafter maintain accurate written records of each measurement. The Authority will pay \$4.00 to Operator for each cubic yard of Oversized Bulky Waste disposed of on Parcel "A" of the Premises by the Operator pursuant to this Agreement during the first six months of this Agreement. For the period beginning July 1, 1987 and ending June 30, 1988, the Authority shall pay \$4.00 for each cubic yard of such waste disposed of by the Operator on any permitted portion of the Site, plus the amount determined by multiplying \$4.00 times the percentage amount, if any, by which the CPI as of July 1, 1987 exceeds the CPI as of March 1, 1987. Thereafter, the CPI increase for each Contract Year shall be determined by multiplying \$4.00 times the percentage amount, if any, by which the CPI as of the July 1 commencement date of the Contract Year exceeds the CPI as of the July 1 commencement date of the preceding Contract Year.

6.02 In addition to the disposal fee set forth in Section 6.01 above, the Authority will pay \$3.50 to Operator for each cubic yard of Permitted Solid Waste disposed of by the Operator on any permitted portion of the Site other than Parcel "A" of the Premises during the term of this Agreement. This additional fee shall not be subject to any increase due to an increase in the CPI.

6.03 The disposal fee shall be paid by the Authority in monthly installments. Operator will bill the Authority for each monthly installment within 15 days after the end of each month. Each bill shall set forth the actual cubic yards of Permitted Solid Waste disposed of by the Operator pursuant to this Agreement. Payment shall be due and payable on or before the thirtieth (30th) day following the date of invoice.

6.04 At any time during the term of this Agreement, Operator may, at its option, elect to purchase any material deposited at the Site, other than cover material, at a price to be paid to the Authority of \$0.75 per cubic yard. Operator shall notify the Authority of its intent to so purchase and of the material to be purchased and, upon payment in full of the purchase price for the material, Operator shall promptly remove the material from the Site. Operator shall purchase the bank run gravel, excavated pursuant to the site preparation and grading set forth in Section 4.04, at a price to be paid to the Authority of \$0.75 per cubic

yard and may, at its option, remove the gravel from the Site or stockpile the gravel pursuant to Section 7.01, to be removed from the Site pursuant to a time schedule mutually acceptable to the Authority and Operator.

6.05 The Authority will pay \$3.25 to the Operator for each cubic yard of cover material excavated by the Operator from any portion of the Site other than the Premises and transported to the landfill area then in use for purposes of covering Oversized Bulky Waste disposed of thereon.

6.06 The Authority will pay \$3.25 to the Operator for each cubic yard of top soil stripped from the Site by the Operator and stockpiled thereon for future use as final cover material or, at the Authority's option, for removal from the Site and sale by the Authority.

6.07 In the event the Authority determines that it is necessary to purchase off-Site cover material, the Authority and Operator agree to enter into contract negotiations, in good faith, for the Operator to provide the material at the Authority's expense at a price to be determined in the contract negotiations.

6.08 In the event of a termination of this Agreement for default by the Operator pursuant to Section 7.06, hereof, the Authority agrees to pay to the Operator \$3.50 for each cubic yard of Permitted Solid Waste disposed of on any permitted portion of the Site other than Parcel "A" of the Premises throughout the

Authority's use of that portion of the Site as a landfill, such payment to be made in accordance with the terms of Section 6.03.

ARTICLE VII

GENERAL PROVISIONS

7.01 The Authority agrees to allow the Operator to use that portion of the Site transferred from the Operator to the Authority on the date hereof which is not currently subject to a landfill permit for the purpose of processing and stockpiling earth material during the term of this Agreement. The Operator agrees promptly to remove any such material and equipment from the Site, upon the request of the Authority, in the event that the Authority is granted a landfill permit for that portion of the Site at any time during the term of this Agreement or, if no such permit is issued, upon the expiration or earlier termination of this Agreement. Prior to its use of the Site as set forth in this Section 7.01, the Operator shall furnish to the Authority a certificate of insurance acceptable to the Authority with respect to such use, which insurance Operator shall maintain in full force and effect throughout the period of its use of the Site.

7.02 The Authority shall have the right, at all times, with or without notice to Operator, to inspect and observe any operations conducted by Operator.

7.03 The Authority and Operator shall keep proper books of records and accounts containing complete and correct entries of all deliveries of solid waste and the costs and charges therefor. The Authority has the right to inspect and review all records during business hours, and shall have access to the Site at all times.

7.04 In the event that no landfill permit is issued with respect to any portion of the Site other than the Premises, then, within thirty (30) days following the date upon which all of the Site for which the Authority has had a solid waste permit has been filled to permitted capacity, the Authority shall purchase the landfill machine owned by the Operator and currently located on the Premises. The purchase price shall equal the unamortized balance of the original price paid by the Operator, as reflected in the Operator's books and records, on the date of the purchase. The Operator agrees to execute a bill of sale and such other documents as are necessary to evidence and effectuate the sale of the landfill machine to the Authority.

7.05 Arbitration. Any and all disputes and differences pertaining to or arising out of this Agreement or the breach thereof shall finally be settled by arbitration to be held in

Hartford, Connecticut in accordance with the provisions of the Commercial Arbitration Rules of the American Arbitration Association. The award rendered by a majority of a three-man board shall be final and binding upon the parties and enforceable by any court of competent jurisdiction. The dispute shall be arbitrated by a board of three arbitrators. One arbitrator shall be designated by Operator; one arbitrator shall be designated by the Authority; and the two so designated shall select a third who shall act as chairman of the arbitration board. The party demanding arbitration shall designate in its demand its arbitrator. Within 10 days after receipt of such demand, the other party shall designate its arbitrator. In the event the two arbitrators designated cannot agree upon a third within 15 days after designation of the second arbitrator, then the third arbitrator shall be selected by the American Arbitration Association.

The expenses of arbitration shall be borne equally by the parties to the arbitration, except as otherwise determined for good cause by the arbitration panel.

The parties shall continue to perform their obligations under this Agreement during the pendency of any arbitration proceeding.

7.06 Default by Operator.

(a) In the event that Operator abandons, delays unnecessarily in the performance of, or in any manner refuses or fails to comply with any of the terms of this Agreement or with the Permit

or any applicable laws or regulations, the Authority shall notify Operator in writing of such abandonment, delay, refusal, or failure, and shall direct Operator to comply with the applicable provisions of the Agreement or with the applicable laws or regulations. If Operator does not correct such abandonment, delay, refusal or failure within thirty (30) days of receiving written notice from the Authority, the Authority has the right (i) to remedy, either by itself or through one or more agents, at Operator's expense, such abandonment, delay, refusal or failure, and (ii) at its option, whether or not it has exercised its rights set forth in (i) above, immediately to terminate this Agreement. Notwithstanding the above, if Operator fails at any time to accept and dispose of the solid waste delivered to the Site for a period of more than three (3) operating days, the Authority may, at such time or anytime thereafter, immediately remedy such failure. In remedying any default under this provision, the Authority shall have access to and the right to take possession of and use the equipment on the Site and it may draw upon the financial guarantee established pursuant to this Agreement.

(b) If Operator disagrees with the Authority's claim that it is in default, Operator may demand arbitration of the dispute under the terms of this Agreement. During the pendency of such arbitration, if Operator has the capacity and willingness to perform, and if it in fact is performing the services required of it

under this Agreement, the Authority shall not terminate this Agreement, take possession of the equipment or draw upon the financial guarantee established pursuant to this Agreement.

7.07 The obligations of either party to this Agreement may be excused in the event that its performance is materially and adversely affected by any of the following acts or events:

- (a) any interruption, suspension, termination or interference with the Solid Waste Permit;
- (b) strikes or work stoppages;
- (c) any destruction of or damage to, or any interruption or interference with the operation of, the Site as a landfill caused by (i) acts of God, epidemics, landslides, lightning, earthquakes, fires, explosions, storms, floods or similar occurrences, or (ii) acts of the public enemy, wars, blockades, insurrections, riots, arrests and restraints of governments and people, civil disturbances or similar occurrences;
- (d) order of court, administrative agencies or governmental officers; or
- (e) illegality of, or lack of title necessary for, performance, possession or ownership of real property.

7.08 This Agreement shall be governed and construed by the laws of the State of Connecticut.

7.09 This Agreement may not be assigned by either party without the written consent of the other party; provided, however,

Operator may assign this Agreement to another entity which is owned or controlled by any or all of Vincent LoRusso, Bartholomew LoRusso, Jr. or Bartholomew LoRusso, Sr. and which entity includes all or substantially all of the assets of Operator.

7.10 No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any other breach, whether of the same or of a different provision of this Agreement. Making payments or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any claims or defenses of the party so performing or paying.

7.11 Except as limited herein and if permitted by law, this Agreement shall be specifically enforceable by any party hereto.

7.12 This Agreement may be amended from time to time by written agreement duly authorized and executed by the parties hereto.

7.13 This Agreement merges and supersedes all prior negotiations, representations and agreements involving the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

7.14 If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement and this Agreement shall be con-

strued and enforced as if such invalid or unenforceable provision had not been contained herein.

7.15 Operator agrees and warrants that in the performance of this Agreement it will not discriminate in any manner prohibited by the laws of the United States or of the State of Connecticut, against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by Operator that such disability prevents performance of the work involved. Operator further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of Operator as relate to Conn. Gen. Stat. Section 4-114a.

7.16 The Operator's obligation and responsibility to perform grading, site preparation and road construction work pursuant to the provisions of Sections 4.04, 4.05 and 4.09 hereof shall survive the termination of this Agreement until such obligation has been fulfilled and responsibility fully satisfied.

7.17 The Authority's obligation to purchase the landfill machine, if such obligation should arise, pursuant to the provisions of Section 7.04 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first herein above set forth.

WITNESSES:

Susan M. Orr
J E DeVincentis

Walter R. Saff
Susan M. Orr

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By Wm A. Lutz
Its President

WATERBURY LANDFILL ASSOCIATES

By Edward B. L. Reed
Its General Partner

[NEW]

SCHEDULE A

Those certain pieces of land, with all the improvements thereon, situated in the Town of Waterbury, County of New Haven and State of Connecticut, as shown on "Map of Land Owned by Nichols Realty Highland Avenue, Highview Street & Nichols Drive Waterbury, Connecticut Meyers Associates Waterbury, Connecticut Scale: 1" = 40' Date: 10-3-86", and more particularly bounded and described as follows:

PARCEL "A"

Six acres, more or less, as shown on said map, bounded:

- NORTHERLY - By Highview Street
- EASTERLY - By Parcel "B" and by land now or formerly of New Haven Railroad Company
- SOUTHERLY - By land now or formerly of New Haven Railroad Company
- WESTERLY - By Highland Avenue.

PARCEL "B"

Twelve acres, more or less, as shown on said map, bounded:

- NORTHERLY AND NORTHEASTERLY - By Highview Street and by land now or formerly of Nichols Realty
- EASTERLY - By land now or formerly of Nichols Realty and by land now or formerly of the State of Connecticut
- SOUTHEASTERLY AND SOUTHERLY - By land now or formerly of New Haven Railroad Company
- WESTERLY - By Parcel "A".

PARCEL "C"

30,000 square feet, more or less, as shown on said map,
bounded:

- NORTHERLY - By land now or formerly of New Haven Railroad
Company
- EASTERLY - By land now or formerly of the City of
Waterbury
- SOUTHERLY - By land now or formerly of the City of
Waterbury
- WESTERLY - By Highland Avenue.

[NEW]

~~CONFIDENTIAL~~

6.03 For purposes of calculating all disposal fees due hereunder, Oversized Bulky Waste shall be measured by the cubic yard following its disposal in the ground, based upon aerial photographs of the Site or upon such other method of cubic yardage calculation that is mutually acceptable to the Operator and the Authority; provided, however, that the Authority shall not be required to furnish aerial photographs of the Site more frequently than once per calendar year. In the interim, monthly payments of disposal fees to the Operator shall be based upon estimates of cubic yardage of Oversized Bulky Waste determined by measuring vehicle capacity in accordance with Sec. 5.04 hereof. Contemporaneous with this measuring, the Authority will, in cooperation with the Operator, make and thereafter maintain accurate written records of each measurement. Following completion of aerial photography as provided above, the Authority shall deliver to the Operator, within 30 days of its receipt of the aerial photographs, a written reconciliation of the monthly payments made since the preceding reconciliation with the actual disposal fees due for the same period. Within 30 days of the Authority's delivery of such notice, the parties shall adjust for any overpayment or underpayment as appropriate, and the party owing any payment or reimbursement shall promptly make payment to the party owed, without interest.

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[NEW]

INSERT B

7.18 Any notice, report or other instrument authorized or required to be given or furnished under this Agreement shall be deemed given or furnished when addressed to the party for whom intended at the address of that party set forth below and hand-delivered at such address, or three days after the same is deposited in the United States mail as first class certified mail, return receipt requested, postage paid, whether or not the same is actually received by such party:

Authority: Edward G. Boman
Project Manager
Connecticut Resources Recovery Authority
6 Howard Avenue
Bridgeport, CT 06605

With a copy to: John E. Silliman, Esquire
Murtha, Cullina, Richter & Pinney
CityPlace
P.O. Box 3197
Hartford, CT 06103-0197

Operator: Waterbury Landfill Associates
c/o Bart LoRusso & Sons, Inc.
109 Nichols Drive
Waterbury, CT

With a copy to: Walter R. Griffin, Esquire
Griffin & Griffin, P.C.
First Federal Plaza
P.O. Box 2184
Waterbury, CT 06722-2184

Either party may change the address to which any such notice, report or instrument is to be delivered or mailed by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party.