

REQUEST FOR PROPOSALS
FOR
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

CONNECTICUT RESOURCES RECOVERY AUTHORITY
100 CONSTITUTION PLAZA
HARTFORD, CONNECTICUT 06103

APRIL 20, 2006

NOTICE TO FIRMS

This Request for Proposals contains information and estimates with regard to historical amounts of ash residue that is to be loaded and transported by the Contractor selected pursuant to this procurement. CRRA makes no warranty or representation that the historical quantities of ash residue accurately reflect future quantities of such material, or future ash loading and transportation requirements or the services to be performed. It is understood and agreed that any Proposer or selected Contractor shall not use any information or estimates made available to it or otherwise obtained by it in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between the disclosed or obtained information and the actual conditions, quantities or other circumstances encountered or experienced during the performance of the Services. By submitting a proposal, each Proposer expressly waives each such claim or demand.

In addition to the other rights in this Request for Proposals, CRRA reserves, holds and may exercise at its sole discretion, the following rights and options:

- (a) To supplement, amend, or otherwise modify or cancel this Request for Proposals with or without substitution of another Request for Proposals;
- (b) To issue additional or subsequent solicitations for proposals;
- (c) To conduct investigations of the Proposers and their proposals;
- (d) To clarify the information provided pursuant to this Request for Proposals;
- (e) To request additional evidence or documentation to support the information included in any proposal; and
- (f) To reject any and all proposals, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the proposal process for the RFP, if such rejection or waiver is deemed in the best interests of CRRA.

Terms that are used but not defined in this Request for Proposals shall have the same respective meanings assigned to such terms in **Attachment 14 – Agreement for Ash Residue Transportation Services, Wallingford Resources Recovery Facility** (the “Agreement”).

ASH RESIDUE TRANSPORTATION SERVICES WALLINGFORD RESOURCES RECOVERY FACILITY

1.0 SERVICE SUMMARY

Pursuant to this Request for Proposals (the "RFP"), the Connecticut Resources Recovery Authority (the "CRRA") seeks, from interested companies (the "Proposer"), an "all in" price per ton cost proposal for the transport of approximately 44,000 tons per year of Ash Residue generated by the Wallingford Resources Recovery Facility (the "Facility") located at 530 South Cherry Street, Wallingford, Connecticut. The Ash shall be transported by the successful Proposer (the "Contractor") to the Putnam Landfill located on River Road in Putnam, Connecticut (the "Putnam Landfill").

The successful Proposer shall furnish all vehicles, equipment, labor, parts, materials, maintenance, supervision and all other items and activities necessary to perform the Services described in this RFP and the Agreement (see Attachment 14). Such Services shall be available to be performed 24 hours per day, 7 days per week.

2.0 PRICING

Proposer shall submit pricing based on Proposer providing all of the transfer trailers or containers and trucks, personnel (drivers and other labor), fuel, materials, parts, and any and all other activities needed to perform the Services. The selected Proposer shall be compensated for the Services provided on a per ton basis for each ton of Ash actually transported by Contractor.

3.0 TERM

Services shall cover the period commencing on July 1, 2006 through December 31, 2008, with one six-month (6 month) renewal option that covers the period from January 1, 2009, through June 30, 2009, exercisable at CRRA's sole and absolute discretion.

4.0 GENERAL PROJECT DISCRIPTION

4.1 Connecticut Resources Recovery Authority

CRRA is a quasi-public entity, a body politic and corporate, created pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). CRRA has the responsibility for implementing solid waste disposal and recycling programs throughout the State in accordance with the State Solid Waste Management Plan, and is authorized to issue and sell bonds and notes to accomplish this purpose and to enter into contractual arrangements with the private sector where such arrangements will best accomplish CRRA's purposes. CRRA oversees a statewide network of four resources recovery facilities, two recycling and education centers, eleven transfer stations, and five landfills.

4.2 Wallingford Resources Recovery Facility

The Facility is located at 530 South Cherry Street in Wallingford, Connecticut. It is accessible from I-91 for both northbound and southbound via Exit 13. Take a right at the end of the exit onto Route 5. At the second traffic light take a left turn onto John Street. At the first traffic light on John Street take a left onto South Cherry Street. The Facility is on the left approximately 1/4 mile from John Street.

The Facility is a mass burn municipal solid waste ("MSW") facility. The Facility is operated by COVANTA Energy Systems of Wallingford (the "Facility Operator") under contract with CRRA. The Facility began operations in March, 1990. The Facility capacity is 420 tons of MSW per day or 153,300 tons per year and serves the waste disposal needed of the Towns of Cheshire, Hamden, North Haven, Wallingford and the City of Meriden.

Under a Municipal Solid Waste Management Services Agreement (the Disposal Agreement), CRRA is responsible for providing disposal capacity for Ash Residue generated by the Facility. CRRA has entered into a contract with Wheelabrator Putnam Inc., for the disposal of the Ash Residue from the Facility at its Putnam Landfill. The Disposal Agreement between CRRA and Wheelabrator expires December 31, 2008. It is not clear at this time whether or not this disposal agreement will be automatically extended (as provided for in the current agreement if certain activities come to fruition) or if CRRA will opt to renegotiate a new disposal agreement with Wheelabrator for post 2008 Ash Residue disposal or, instead, issue a new RFP for disposal services at an alternative site(s) post 2008.

The Facility generates approximately 140 tons of Ash Residue per day, a maximum of 1000 tons per week, for approximately 46,000 to 50,000 tons per year.

The Ash Residue is a mixture of siftings from the bottom of the boiler combined with the fly ash from the boiler economizers and baghouse. The Facility is equipped with a semi-dry absorber and quantities of reacted and unreacted lime are present in the Ash Residue. The Ash Residue is alkaline and has a pH usually above 8. The "bottom" ash is water quenched when it exits the furnace and moisture content of the bottom ash when combined with the "fly" ash is approximately 25-35%.

At present, metals are not removed from the Ash Residue at the Facility. However, CRRA reserves the right to institute metals recovery from the Ash Residue during the term of any Agreement for Ash Residue transport from the Facility.

Facility Ash Residue has been tested using a protocol consistent with federal EPA ash testing guidelines and has passed this testing for disposal as non-hazardous waste. CRRA shall be responsible for ensuring the Facility's continuing compliance with federal EPA ash testing guidelines and will make Facility testing results available to the Proposer upon request.

Presented in Tables 1 and Table 2 below is a history of the Ash Residue loaded and transported out of the Facility for the past two fiscal years:

TABLE 1 – Ash Residue Transported July 1, 2003 – June 30, 2004

Month	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Tons	4034	3568	3268	3935	4368	3506	3970	3135	4177	3518	4436	4558	46,473
No. of Loads	191	169	155	186	205	167	190	152	199	162	210	209	2195

TABLE 2 – Ash Residue Transported July 1, 2004 – June 30, 2005

Month	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Tons	4342	3962	3728	4167	3871	4334	4500	3485	3792	4426	4635	4436	49,678
No. of Loads	201	185	179	201	184	207	214	166	181	206	218	208	2,350

5.0 PROPOSAL INFORMATION, INSTRUCTIONS, AND FORMAT

5.1 RFP Availability

The complete RFP may be obtained from CRRA’s offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut, 06103, on and after April 20, 2006. There is a charge of \$50.00 per copy of the RFP for those who pick up or request a printed copy of the RFP (checks should be made payable to “CRRA”).

The complete RFP is also available for downloading and printing from CRRA’s website at no charge at:

<http://www.crra.org>

Select the “Business Opportunities” page from menu on the left side of the home page screen.

All of the proposal forms included in the RFP that must be completed and returned by Proposers are in Microsoft Word format.

5.2 Important Dates

DATE	TIME	ADDRESS/LOCATION	ACTION ITEM/ACTIVITY
Week of April 10, 2006	N/A	N/A	Legal Notice regarding the RFP documents published.
April 20, 2006	N/A	http://www.crra.org and CRRA, 100 Constitution Plaza, 6 th Floor, Hartford, Connecticut 06103	RFP documents available to interested firms.
April 27, 2006	9:00 AM	Wallingford Resources Recovery Facility, 530 South Cherry Street, Wallingford, Connecticut	Mandatory pre-proposal meeting and tour of the Wallingford Resources Recovery Facility.
May 4, 2006	5:00 PM	vraymond@crra.org and CRRA, 100 Constitution Plaza, 6 th Floor, Hartford, Connecticut 06103	Deadline for Proposers to submit written inquiries to CRRA.
May 11, 2006	N/A	http://www.crra.org and via email to Proposers' contacts	CRRA issues written responses to Proposer inquiries received by 5:00 PM, May 4, 2006.
May 18, 2006	12:00 noon	CRRA, 100 Constitution Plaza, 6 th Floor, Hartford, Connecticut, 06103	Deadline for submittal of sealed proposals.
May 18, 2006	1:00 PM	CRRA, 100 Constitution Plaza, 6 th Floor, Hartford, Connecticut, 06103	Public proposal opening of the proposals received.

5.3 Mandatory Pre-Proposal Meeting and Facility Tour

CRRA staff will conduct a mandatory pre-proposal meeting and tour of the Facility for prospective Proposers on April 27, 2006. CRRA may reject any proposals received from Proposers who failed to attend this mandatory pre-proposal meeting and tour.

5.4 Pre-Submission Proposal Inquiries

Verbal inquiries regarding this RFP will only be permitted during the mandatory pre-proposal meeting and tour. While CRRA will answer Proposer verbal inquiries posed at the mandatory pre-proposal meeting and tour, CRRA will follow-up with a written Addendum to the RFP containing written responses to the verbal questions posed at the mandatory pre-proposal meeting and tour and the written questions received by 5:00 PM May 4, 2006. The written responses contained in the Addendum(s) issued by CRRA shall prevail over any verbal responses given at the mandatory pre-proposal meeting and tour.

All other inquiries must be made in writing and received at CRRA's offices prior to 5:00 PM, May 4, 2006, and the written inquiries must be submitted as follows:

- U.S. Postal Service to CRRA, 100 Constitution Plaza, 6th Floor, Hartford, CT 06103,

- Attention Virginia Raymond;
- FAX to 860-757-7742, Attention Virginia Raymond; and/or
 - Email to vraymond@crra.org, Attention Virginia Raymond.

CRRA will respond to all or part of the written inquiries received through the issuance of a written Addendum to the RFP on or before May 11, 2006.

Oral and all other non-written responses, interpretations and clarifications shall not be legally effective or binding. Any Proposer who attempts to use or uses any means or method other than those set forth above to communicate with CRRA or any director, officer, employee or agent thereof, regarding this RFP shall be subject to disqualification and such Proposer's proposal guarantee shall be subject to forfeiture to CRRA.

5.5 Proposal Submission Deadline

Sealed proposals must be received no later than 12:00 Noon, Eastern Time, on May 18, 2006 at:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: Virginia Raymond

Proposals received after the time and date set forth above shall be rejected.

5.6 Proposal Copies

One (1) original and one (1) copy of each proposal must be submitted. The original proposal and the copy thereof shall comply with all submittal requirements of this RFP. The original proposal shall be stamped or otherwise marked as the "Original." The original proposal shall contain all required Proposal documents containing original signatures (as applicable) in ink and original notary seals (as applicable). The original proposal shall contain the Proposer's Proposal Guarantee with a copy of such Proposal Guarantee in the proposal copy.

Each proposal (the original and the copy) shall be enclosed in a sealed box or envelope clearly marked **Proposal for Ash Residue Transportation Service, Wallingford Resources Recovery Facility**

5.7 Proposal Guarantee

At the time of submission, each proposal shall contain a proposal guarantee (see **Attachment 12** of this RFP) in the amount of \$20,000.00 payable to "CRRA." Such proposal guarantee shall provide that if the proposal is accepted and a contract is awarded to the Proposer of such proposal in the Notice of Award, and if the Proposer does not comply with all the terms of the Notice of Award, then the Proposer shall pay to CRRA

as liquidated damages but not as a penalty, the full amount of the proposal guarantee. At the option of the Proposer, the \$20,000.00 proposal guarantee may be in one of the following forms:

- A bank draft, cashier's check or certified check payable to "CRRA";
- A bond secured by a guarantee or a surety company listed in the latest issue of U.S. Treasury Circular 570 and within the maximum amount specified in said circular; or
- An irrevocable, stand by letter of credit from a bank that is acceptable to CRRA.

Any proposal guarantee must be valid for a period of at least ninety (90) days immediately following the proposal submission due date of May 18, 2006.

The proposal guarantee shall be returned after the execution of the Agreement by the selected Proposer(s) and CRRA, but not later than ninety (90) days after the May 18, 2006 proposal submission date (August 16, 2006).

5.8 Proposal Open and Subject to Acceptance

All proposals shall remain open and subject to acceptance by CRRA for ninety (90) days after the deadline date for proposal submission. Therefore, the Proposer's Proposal Guarantee shall be in full force and effect until Wednesday, August 16, 2006. CRRA may, in its discretion, release any proposal guarantee at any time prior to the end of such period.

5.9 Proposal Opening

CRRA shall conduct a public opening of the proposals received. The public opening shall be at 1:00 PM, May 18, 2006 at CRRA's offices located on the 6th Floor of 100 Constitution Plaza, Hartford, CT 06103. No determination of award will be made at that time.

CRRA reserves the right to reject any and all proposals, or parts thereof, and/or to waive any informality or information in any of the proposals or the proposal process for the RFP, if such rejection or waiver is deemed in the best interests of CRRA.

5.10 Evaluation Criteria

CRRA will evaluate the proposals on the following:

- (a) Cost;
- (b) Acceptability of proposed business terms and conditions;
- (c) The proven knowledge, capabilities and experience of Proposer to provide the Services required;

- (d) The extent to which the Proposer's equipment, management, transportation plan, operations and maintenance plan will maximize the Services provided while controlling costs;
- (e) The financial health and soundness of the Proposer (including any parent and affiliate(s) providing the Services, if applicable); and
- (f) Any other factor or criterion that CRRA may deem relevant or pertinent for its evaluation of the proposals.

CRRA may, at its sole discretion, interview the Proposers. The award of the Agreement for the Services will be made, if at all, to the Proposer whose evaluation by CRRA results in CRRA determining that such award to such Proposer is in the best interests of CRRA. However, the selection of a Proposer and the execution of the Agreement, while anticipated, are not guaranteed.

Neither CRRA nor any of its officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection or non-selection, of any proposal submitted in response to this RFP.

5.11 Guaranty (at CRRA's Option)

In the event a Proposer intends to have an affiliate or subsidiary enter into and execute the Agreement and such affiliate or subsidiary is awarded an Agreement to perform Services under this RFP, CRRA may require the successful Proposer to provide a guaranty or letter of credit to guarantee the affiliate's or subsidiary's performance under the Agreement. In addition, if CRRA determines that a Proposer does not have sufficient financial capacity to perform and carry out its obligations under the Agreement, CRRA may require that such Proposer submit a guaranty or Letter of Credit of its performance under the Agreement by a parent or affiliate company of such Proposer acceptable to CRRA at CRRA's sole and absolute discretion.

5.12 Disclosure of Information

Proposers are hereby advised that any information contained in or submitted with or in connection with its proposal(s) is subject to the Connecticut's Freedom of Information Statutes. By submitting a proposal, each Proposer expressly waives any claim(s) that such Proposer or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

In connection with CRRA's foregoing obligation to comply with Connecticut's Freedom of Information Statutes, Proposer may request that CRRA keep its financial statements in confidence/private. The Proposer must make said request in writing and submit its financial statements in a separate sealed and marked envelope. If so requested by the Proposer, CRRA shall use best efforts to keep said financial statements in confidence.

5.13 Proposal Costs

Each Proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses. Neither CRRA nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of proposals. By submitting a proposal, Proposer expressly waives: (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

5.14 Sales and Use Taxes

Pursuant to Section 12-412 (88) of the Connecticut General Statutes, the sale of any services or tangible personal property to be incorporated into, used or otherwise consumed in the performance of the Services that are the subject of this RFP are exempt from Connecticut sales and use tax. CRRA is also exempt from the payment of sales and use tax under Section 22a-270 of the Connecticut General Statutes. Accordingly, any Proposer who submits a proposal shall not include any such tax in any of its proposal prices or in any calculations thereof. See Section 1.3.1(f) of the Agreement (Attachment 14).

6.0 PROPOSAL FORMAT AND CONTENT

Proposal submissions shall be organized as follows and contain the following documents (Each section shall be clearly marked and each section shall begin on a new page):

6.1 Table of Contents

The Proposer must provide a Table of Contents for its proposal that identifies the starting page number for each section of its proposal.

6.2 Section 1 – Proposal Forms

Section 1 shall contain the following completed RFP forms in the following order:

- *Attachment 1 – Pricing Form;*
- *Attachment 2 - Proposal Form;*
- *Attachment 3 – Non-collusion Certification;*
- *Attachment 4 – Proposer’s Background Questionnaire;*
- *Attachment 5 – Questions Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety Form;*

- *Attachment 6 – Waiver of Damage Form;*
- *Attachment 7 – Affidavit of Third Party Fees Form;*
- *Attachment 8 – Certification Concerning Proposal Forms;*
- *Attachment 9 – Affidavit Concerning Gifts Form;*
- *Attachment 10 – Equipment and Personnel Plan Form;*
- *Attachment 11 – References Form; and*
- *Attachment 12 – Proposal Guaranty*

6.3 Section 2 – Business Structure

The Proposer shall describe in detail its business structure and organization. Proposer shall identify and name all principals, owners, officers, parents and directors of Proposer, and all stockholders holding more than 10% of the stock of Proposer. If the Proposer or any member of the Proposer's team, including any Guarantor, is a partnership or joint venture, Proposer shall provide full and complete information concerning the nature and structure of the partnership or joint venture, including:

- (a) Date of formation of the joint venture or partnership together with copies of joint venture or partnership agreements plus all amendments; and
- (b) A description of the obligations of the partners to CRRA, specifically addressing if the agreement between members comprising the partnership or joint venture makes each jointly and severally liable for contractual obligations to provide the Services contemplated by the RFP.

The Proposer must clearly indicate the organization, ownership, and financial relationships which exist or are being proposed between Proposer and affiliated companies.

The Proposer shall also set forth information concerning any material changes in the mode of conducting business, bankruptcy proceedings and mergers or acquisitions within the past three (3) years, including comparable information for related companies and principals of companies and actual and pending litigation in which the Proposer is involved.

The Proposer shall provide with its proposal financial statements of itself for the last three (3) years (including a Proposer's affiliate or subsidiary designated by Proposer to execute the Agreement, if awarded). In connection with CRRA's foregoing requirement to submit financial statements, the Proposer may request that CRRA keep its foregoing financial statements in confidence/private; the Proposer must make said request in writing and submit its financial statements in a separate sealed and marked envelope. If

so requested by the Proposer, CRRA shall use best efforts to keep said financial statements in confidence.

6.4 Section 3 - Knowledge, Capabilities and Experience

The Proposer must provide a description of its knowledge, capability and experience in performing work similar to the Services addressed in the RFP, including a description of such similar services, approximate annual costs for services and performance history (include any failure to complete or perform on time any work and the reasons for such failure).

6.5 Section 4 – Plan of Operations

(a) Part 1 – Description of Services

Provide a narrative that addresses the following:

- Describe how the proposed Services will be implemented and who in the Proposer's organization will be responsible for implementation of the Services;
- Describe staffing and management plans (include any relevant experience of proposed staff);
- Describe equipment plan, including but not limited to, the type and numbers of tractors, trailers, and other equipment and supplies to be provided by Proposer;
- Describe in detail Proposer's operation, management and maintenance approach and plan;
- Describe the Proposer's personnel plan and needs; and
- Describe which Services, if any, will be subcontracted by the Proposer and identify the proposed subcontractors.

(b) Part 2 – Contingency Plans

Describe Proposer's contingency plan in the event that Services are disrupted at any time, for any reason during the term of the Agreement.

Describe Proposer's contingency plan for providing additional personnel, trucks, and trailers for the transportation of Ash Residue during periods that such additional personnel and equipment is needed.

(c) Part 3 - Affirmative Action Hiring Practices and Plan

Describe Proposer's demonstrated commitment to affirmative action, its success in implementing an affirmative action plan and Proposer's promise/plan to set aside/subcontract a portion of the contract for legitimate minority business enterprises.

7.0 NOTICE OF AWARD (Attachment 13)

If a Proposer's proposal is accepted by CRRA, Proposer shall be officially notified of such acceptance via the issuance of a Notice of Award substantially as presented in Attachment 13.

8.0 EXECUTION OF AGREEMENT (Attachment 14)

The successful Proposer shall be required to enter into a non-negotiable agreement for the Services to be provided. Presented in Attachment 14 of this RFP is a copy of the non-negotiable Agreement for Ash Residue Transportation Services Wallingford Resources Recovery Facility the selected Contractor is required to execute. Contained in the Agreement is the Scope of Services (Exhibit 1) for the Services that are the subject of this RFP.

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

ATTACHMENT 1
PRICING FORM

ASH RESIDUE TRANSPORTATION SERVICES WALLINGFORD RESOURCES RECOVERY FACILITY

Transportation Fee

Proposer shall base its per ton prices upon the Proposer providing all of the Services including all of the trucks, trailers and all other containers, fuel, labor, maintenance, supplies and all other materials and activities needed to transport Ash Residue from the Wallingford Resources Recovery Facility to the Wheelabrator-Putnam Landfill.

\$
Per Ton Price First Contract Year, July 1, 2006 - June 30, 2007

For the Services associated with transporting Ash Residue, CRRA shall pay Contractor, in the manner provided in the Agreement, a Transportation Fee for each ton transported adjusted annually as provided in section 1 and section 2 below. The Transportation Fee ("TF") will be adjusted in two parts. The TF will be separated into a non-fuel based portion ("TF_{non-fuel}") and a diesel fuel based portion ("TF_{fuel}") based on the following formula:

$$\begin{aligned}TF_{\text{non-fuel}} &= 0.85 \times TF_{\text{orig}} \\TF_{\text{basefuel}} &= 0.15 \times TF_{\text{orig}}\end{aligned}$$

where TF_{orig} is the Transportation Fee in effect on July 1, 2006.

1. The TF_{non-fuel} portion shall be adjusted annually to reflect seventy-five percent (75%) of the annual change in the Consumer Price Index ("CPI") for All Urban Consumers (Cross Classification of Region and Population Size Class, Northeast/Size Class C Index, All Items) (1982-84 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

$$TF_{\text{non-fuel}} = TF_{\text{non-fuel } n-1} \times (1 + .75 \times ((CPI_n - CPI_{n-1})/CPI_{n-1}))$$

where TF_{non-fuel n-1} is the TF_{non-fuel} for the immediately preceding Contract Year; CPI_n is, for any Operating Year, CPI for the month of June immediately preceding such Operating Year; and "CPI_{n-1}" is, for any Operating Year, CPI for the month of June immediately preceding the Operating Year that immediately precedes such Operating Year.

2. The TF_{fuel} portion shall be adjusted semiannually (July 1st and January 1st) based on the following formula to reflect one hundred percent (100%) of the semiannual change in the Northeast Urban Automotive Diesel Fuel (Series ID Number APU010074717) as published monthly by the U.S. Department of Labor, Bureau of Labor Statistics from those in effect July 2006 ("Fuel Price").

$$TF_{\text{fuel}} = TF_{\text{basefuel}} \times (FP_{\text{semi}}/FP_{\text{base}})$$

where FP_{semi} is the Fuel Price for the respective July 1st or January 1st,
 FP_{base} is the Fuel Price on July 1, 2006.

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

ATTACHMENT 2
PROPOSAL FORM

PROPOSAL FORM

PROJECT: Wallingford Project

CONTRACT NUMBER: _____ (To be filled in later by CRRA)

CONTRACT FOR: Agreement for Ash Residue Transportation Services Wallingford Resources Recovery Facility

PROPOSAL SUBMITTED TO: Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

1. DEFINITIONS

Unless otherwise defined herein, all terms that are not defined and used in this Proposal Form (a "Proposal") shall have the same respective meanings assigned to such terms in the Contract Documents.

2. TERMS AND CONDITIONS

The undersigned (the "Proposer") accepts and agrees to all terms and conditions of the Request for Proposal, Instructions to Proposers, the Agreement and any Addenda to any such documents. This Proposal shall remain open and subject to acceptance for ninety (90) days after the Proposal due date. If CRRA issues a Notice of Award to Proposer, Proposer shall:

- (a) Within ten (10) days after such Notice of Award is issued By CRRA, acknowledge in writing receipt of such Notice of Award;
- (b) Execute the required number of counterparts of the Agreement for Ash Residue Transportation Services, Wallingford Resources Recovery Facility;
- (c) Deliver to CRRA such executed counterparts and all other Contract Documents attached to the Notice Of Award along with the Bonds, insurance certificate(s) and other documents required by the Contract Documents; and
- (d) Satisfy all other conditions of the Notice of Award.

3. PROPOSER'S OBLIGATIONS

Proposer agrees, if this Proposal is accepted by CRRA and CRRA issues a Notice of Award to Proposer, to the following:

- (a) To enter into and execute the Agreement included in the Contract Documents;
- (b) To perform, furnish and complete all the Services as specified or indicated in the

Contract Documents and Agreement for the applicable prices, rates and/or costs set forth in this Proposal and in accordance with the terms and conditions of the Contract Documents and Agreement.

4. PROPOSER'S REPRESENTATIONS

In submitting this Proposal, Proposer represents that:

- (a) Proposer has examined and carefully studied the RFP package documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

- (b) Proposer attended the mandatory pre-proposal meeting and Facility tour and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Services.
- (c) Proposer understands and agrees that the RFP contains information and estimates with regard to historical amounts of Ash Residue that is to be handled and/or processed by the successful Proposer selected pursuant to this procurement. CRRA makes no warranty or representation that the historical quantities of Ash Residue accurately reflect future quantities of such material or future requirements of the Wallingford Project, or the Services to be performed. It is understood and agreed that any successful Proposer or Contractor shall not use any information or estimates made available to it or otherwise obtained by it in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between the available or obtained information and the actual conditions, quantities or other circumstances encountered or experienced during the performance of the services. By submitting a proposal, each Proposer expressly waives each and every such claim or demand.
- (d) Proposer is fully informed and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services.
- (e) Proposer acknowledges that CRRA does not assume responsibility for the accuracy or completeness of the information and data, if any, shown or indicated in the RFP and Contract Documents.

- (f) Proposer is aware of the nature of the work to be performed by CRRA and others at the Site that relates to the Services for which this Proposal is submitted.
- (g) Proposer has given CRRA written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Contract Documents and the written resolution thereof by CRRA is acceptable to Proposer or, if Proposer has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents, such failure shall be deemed by both Proposer and CRRA to be a waiver to assert these issues and claims in the future. The Contract Documents are generally sufficient to indicate and convey understanding by Proposer of all terms and conditions for performing, furnishing and completing the Services for which this Proposal is submitted.
- (h) Proposer agrees that, pursuant to Conn. Gen. Stat § 22a 270 (as the same may be amended or superceded from time to time) CRRA is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Contractor also agrees that, pursuant to Conn. Gen. Stat § 12-412(92) (as the same may be amended or superceded from time to time), “[t]he sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any project of [CRRA] . . . whether such purchases are made directly by CRRA or are reimbursed by CRRA to the lessee or operator of such project” is not subject to Connecticut Sales and Use Taxes. Accordingly, Contractor shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Contractor performance of this Agreement, nor shall Contractor include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The obligations of Contractor contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Contractor represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any RFB, RFP or other submittal or proposal to CRRA in connection with this Agreement.

5. ATTACHMENTS

The following documents are attached hereto and made a part of this Proposal:

- *Attachment 1 - Pricing Form;*
- *Attachment 2 - Proposal Form*
- *Attachment 3 – Non-collusion Certification;*
- *Attachment 4 – Proposer’s Background Questionnaire;*

- *Attachment 5 – Questions Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety;*
- *Attachment 6 – Waiver of Damage Form;*
- *Attachment 7 – Affidavit of Third Party Fees Form;*
- *Attachment 8 – Certification Concerning Proposal Forms;*
- *Attachment 9 – Affidavit Concerning Gifts Form;*
- *Attachment 10 – Equipment and Personnel Plan Form;*
- *Attachment 11 – References Form;*
- *Attachment 12 – Proposal Guaranty;*
- *Attachment 13 - Notice of Award; and*
- *Attachment 14 - Agreement for Ash Residue Transportation Services, Wallingford Resources Recovery Facility*

6. NOTICES

Communications concerning this Proposal should be addressed to Proposer at the address set forth below.

Proposer Name (Firm):	
Proposer Contact:	
Title:	
Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

7. ADDITIONAL REPRESENTATIONS

Proposer hereby represents that:

- (a) The undersigned is duly authorized to submit this Proposal on behalf of the Proposer;
- (b) The price or prices provided in this Proposal have been arrived at independently and without collusion, consultation, or communication in any way with any other bidder;
- (c) The price or prices provided herein have not been disclosed to any other person, firm, corporation or business; and
- (d) No attempt has been made by Proposer to solicit or induce any other person, firm, corporation or business to submit a bid.

AGREED TO AND SUBMITTED ON , 2006 .

Name of Proposer:	
Signature of Proposer Representative:	
Name and Title:	
Address:	
Telephone:	
Fax:	
E-Mail:	

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

ATTACHMENT 3
NON-COLLUSION CERTIFICATION



NON-COLLUSION CERTIFICATE

ASH RESIDUE TRANSPORTATION SERVICES WALLINGFORD RESOURCES RECOVERY FACILITY

(This CERTIFICATION is to be signed by an authorized officer of the Proposer or, the Proposer's managing general partner.)

By submission of this proposal, the Proposer identified below, together with any affiliates or related persons, the guarantor and any joint ventures, hereby certifies under penalty of perjury and risk of termination of the Agreement, if awarded, that to the best of its knowledge and belief:

1. The prices in the proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
2. Unless otherwise required by law, the prices that have been quoted in this proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to "opening" to any other person or company;
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
4. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham bid;
5. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer for this Service or over CRRA; and
6. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Proposer as well as to the person signing on its behalf.

Name:

Title:

State of

County of

being fully sworn, deposes and says that he is the of , the Proposer herein, that he has read the foregoing statement of non-collusion, and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this day of , 2006

Notary Public/Commissioner of the Superior Court

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

ATTACHMENT 4
PROPOSER'S BACKGROUND QUESTIONNAIRE



BIDDER'S BACKGROUND QUESTIONNAIRE

Please answer the following questions by placing an "X" in the appropriate box.

	Yes	No
<p>1. Has the Bidder or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder ever been the subject of a criminal investigation?</p> <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Has the Bidder or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder ever been the subject of a civil investigation?</p> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Bidder has an ownership interest in excess of 50% in such entity ever been the subject of a criminal investigation?</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Bidder has an ownership interest in excess of 50% in such entity ever been the subject of a civil investigation?</p> <p><i>If you answered "Yes" to Question 4, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

5. Has the Bidder or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes" to Question 5, on a separate sheet of paper please explain.

Signature: _____
Name (print/type): _____
Title: _____
State Of: _____
County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) of _____ (Firm Name), the Bidder herein, that he/she has provided answers to the foregoing questions on the bidder's background, and, under the penalty of perjury, certifies that each and every answer is true.

Sworn to before me this _____ day of _____ 200__

Notary Public/Commissioner of the Superior Court

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

EXHIBIT 5
AFFIDAVIT CONCERNING GIFTS



AFFIDAVIT CONCERNING GIFTS - CONTRACT AWARD

Section 4-251 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder/proposer for an Agreement) complete and properly execute this Affidavit Concerning Gifts at the same time that the Contractor executes the Agreement. The purpose of this Affidavit is to ascertain if the Contractor or the Contractor's principals and key personnel or their agents have made any gifts between the date the Contractor submitted its bid/proposal for the Agreement and the date the Agreement is executed by the Contractor to any CRRA personnel that have participated substantially in preparing the bid/proposal solicitation or negotiation or award of the Agreement or to any state officials who have supervisory or appointing authority over CRRA.

If no such gifts have been made, the Contractor should write "None" in the first box in Table 1 and execute this Affidavit at the same time it executes the Agreement.

If the Contractor submitted its bid/proposal for the Agreement prior to June 30, 2006 and the Contractor submits a gift affidavit in accordance with the policy adopted by the Attorney General of the State of Connecticut on January 8, 2004, the Contractor should write "Submitted gift affidavit in accordance with Attorney General's 01/08/04 policy" in the first box in the table and execute this Affidavit at the same time it executes the Agreement.

I, _____, a duly authorized officer and/or representative of _____ (firm name) (the "Contractor"), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal for the [Enter name of agreement] (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. (a) The Contractor, (b) any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, and (c) any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal or the negotiation or award of the Agreement provided no gifts other than those listed in Table 1 below during the period between the date the Contractor's bid/proposal for the Agreement was submitted and date the Contractor executes the Agreement to (i) any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal solicitation for the Agreement or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below) and (ii) any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and
4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 1: Gifts Given to Those Listed in Tables 2 and 3 During the Period Between Submission of the Bid/Proposal and Execution of the Agreement *(Attach additional copies of this page as necessary)*

Name Of Recipient of the Gift	Description of the Gift	Value of the Gift	Approximate Date the Gift Was Given

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

Floyd Gent, Director of Operations
Laurie Hunt, Director of Legal Services
Paul Doyle, Part-time Legal Counsel
Virginia Raymond, Senior Analyst

TABLE 3: Public Officials and State Employees of State Agencies Who Have Supervisory or Appointing Authority over CRRA

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator Louis C. DeLuca, Minority Leader of the Senate
Representative James A. Amann, Speaker of the House of Representatives
Representative Robert M. Ward, Minority Leader of the House of Representatives

Signed: _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 200____
The date above must be the same date the Agreement is executed by the Contractor

 Notary Public/Commissioner of the Superior Court

For the purposes of this Affidavit Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.

**REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY**

**ATTACHMENT 6
WAIVER OF DAMAGES FORM**



WAIVER OF DAMAGES FORM

WALLINGFORD PROJECT ASH RESIDUE TRANSPORTATION SERVICES

The Proposer and all its affiliates and subsidiaries understand that by submitting a Proposal, the Proposer is acting at its and their own risk and the Proposer does for itself and all its affiliates and subsidiaries hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting from:

- (1) Any action or inaction on the part of the Connecticut Resources Recovery Authority (CRRA) or any of its directors, officers, employees or authorized agents concerning the evaluation and selection of bids by CRRA or any of its directors, officers, employees or authorized agents;
- (2) Any agreement entered into for the services described in the RFP; and/or
- (3) Any award or non-award of a contract, pursuant to such RFP.

Name of Proposer:	
Signature of Authorized Official:	
Typed Name of Official:	
Title:	
Date:	

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

ATTACHMENT 7
AFFIDAVIT OF THIRD PARTY FEES



AFFIDAVIT OF THIRD PARTY FEES (Form A2)

All Proposers must complete and properly execute this Affidavit of Third Party Fees. The purpose of this Affidavit is to ascertain if the Proposer has made or promised any payment to a third party attributable to this Agreement. If no such payment has been made or promised, Proposer should write "None" in the first box in the table. For purposes of the Affidavit, proposer's subcontractors, if any, are not considered third parties.

I, , a duly authorized officer and/or representative of (firm name), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. (firm name) seeks to enter into the Agreement for Ash Residue Transportation Services, Wallingford Resources Recovery Facility (the "Agreement") with the Connecticut Resources Recovery Authority.
3. All third party fees and agreements to pay third party fees attributable to the "Agreement" are as follows:

Name Of Payee	Dollar Amount Paid Or Value Of Non-Cash Compensation <u>AND</u> Date	Fee Arrangement	Specific Services Performed Or To Be Performed By Payee ¹

(Attach additional copies of this page as necessary.)

NOTE: For each third party fee arrangement described above, complete the attached Form A2a.

4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

Signed:

Print Name:

Title:

Subscribed and sworn to before me this day of , 2006 .

Notary Public/Commissioner of the Superior Court

¹ Please attach documents evidencing the terms of the fee arrangement and services.



**ADDENDUM TO
AFFIDAVIT OF THIRD PARTY FEES
(Form A2a)**

For each third party fee arrangement disclosed in the attached Affidavit, please explain whether and how each such payment falls within one or more of the following categories of compensation:

- (1) Compensation earned for the rendering of legal services when provided by an attorney while engaged in the ongoing practice of law;
- (2) Compensation earned for the rendering of investment services, other than legal services, when provided by an investment professional while engaged in the ongoing business of providing investment services;
- (3) Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;
- (4) Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or
- (5) Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.

Attach additional pages as necessary.

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

ATTACHMENT 8
CERTIFICATION CONCERNING PROPOSAL
FORMS



CERTIFICATION CONCERNING PROPOSAL FORMS

WALLINGFORD PROJECT ASH RESIDUE TRANSPORTATION SERVICES

(This CERTIFICATION is to be signed by an authorized officer of the Bidder or the Bidder's managing general partner.)

By submission of this proposal, the Proposer identified below, together with any affiliates or related business entities or persons, the guarantor and any joint ventures, hereby certifies under penalty of perjury and risk of termination of the Agreement, if awarded, that all of the forms included in this Request for Proposals that are submitted to the Connecticut Resources Recovery Authority as part of its proposal in response to this Request for Proposals are identical in form and content to the preprinted forms in this Request for Proposals except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion or such requested information.

Name:

Title:

State of

County of

SS/ being fully sworn, deposes and says that he is the of , the Proposer herein, that he has read the foregoing statement of non-collusion, and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this day of , 2006

Notary Public/Commissioner of the Superior Court

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

ATTACHMENT 9
AFFIDAVIT CONCERNING GIFTS



AFFIDAVIT CONCERNING GIFTS - REQUESTS FOR PROPOSALS

Section 4-251 of the *Connecticut General Statutes* requires that all Proposers complete and properly execute this Affidavit Concerning Gifts. The purpose of this Affidavit is to ascertain if the Proposer or the Proposer's principals and key personnel or their agents have made any gifts during the two years preceding submission of the proposal for this Agreement to any CRRA personnel that have participated substantially in preparing the Request for Proposals or state officials who have supervisory or appointing authority over CRRA.

If no such gifts have been made, Proposer should write "None" in the first box in Table 1 and execute this Affidavit.

If the Proposer is submitting a Proposal prior to June 30, 2006 and the Proposer has submitted a gift affidavit in accordance with the policy adopted by the Attorney General of the State of Connecticut on January 8, 2004, the Proposer should write "Submitted gift affidavit in accordance with Attorney General's 01/08/04 policy" in the first box in the table and execute this Affidavit.

I, _____, a duly authorized officer and/or representative
of _____ (firm name)
(the "Proposer"), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Proposer seeks to enter into the [Enter name of agreement] (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRA"); and
3. (a) The Proposer, (b) any principals and key personnel of the Proposer who participated substantially in preparing the proposal, and (c) any agent of the Proposer or principals and key personnel who participated substantially in preparing the proposal provided no gifts other than those listed in Table 1 below during the two-year period preceding the submission of this proposal to (i) any public official or employee of CRRA who participated substantially in the preparation of the proposal solicitation for the Agreement (such CRRA employees are listed in Table 2 below) and (ii) any public official or state employee of any state agency, who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and
4. (a) No principals and key personnel of the Proposer who participated substantially in preparing the proposal, and (b) no agent of the Proposer or principals and key personnel who participated substantially in preparing the proposal know of any action by the Proposer to circumvent the requirements of Chapter 55c of the *Connecticut General Statutes* by providing for any other principals and key personnel, official, employee or agent of the Proposer to provide a gift to (i) any public official or employee of CRRA who participated substantially in the preparation of the proposal solicitation for the Agreement or (ii) any public official or state employee of any state agency, who has supervisory or appointing authority over CRRA; and
5. The information set forth herein is true, complete and accurate to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 1: Gifts Given to Those Listed in Table 2 and Table 3 During the Two Year Period Preceding Submission of this Proposal *(Attach additional copies of this page as necessary)*

Name Of Recipient of the Gift	Description of the Gift	Value of the Gift	Approximate Date the Gift Was Given

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Proposals for the Agreement

Floyd Gent, Director of Operations
Paul Doyle, Part-time Legal Counsel
Laurie Hunt, Director of Legal Services
Virginia Raymond, Senior Operations Analyst

TABLE 3: Public Officials and State Employees of State Agencies Who Have Supervisory or Appointing Authority over CRRA

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator Louis C. DeLuca, Minority Leader of the Senate
Representative James A. Amann, Speaker of the House of Representatives
Representative Robert M. Ward, Minority Leader of the House of Representatives

Signed: _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 200 _____

Notary Public/Commissioner of the Superior Court

For the purposes of this Affidavit Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

ATTACHMENT 10
EQUIPMENT AND PERSONNEL PLAN

ASH TRANSPORTATION EQUIPMENT AND PERSONNEL PLAN
(Attach paper as needed)

- I. Attach to this form a list of the Proposer/Contractor owned or leased equipment it shall use in the performance of Services associated with the transportation of Ash Residue should Proposer be awarded an Agreement for such services.

Proposer shall be specific regarding the number of trucks, trailers, containers and other pieces of equipment and rolling stock it will have dedicated at all times during the term of the Agreement to the performance of Services. Proposer shall be specific regarding the ownership status of each piece of equipment listed. Next to each piece of equipment listed, Proposer shall indicate whether the piece of equipment is 1) currently owned by the Proposer and will be dedicated to the performance of Services, 2) currently leased by the Proposer and will be dedicated to the performance of Services or 3) will need to be purchased or leased by Proposer/Contractor prior to the Commencement Date in order to perform the Services. (Note, prior to the Commencement Date of the Agreement, Contractor shall be required to provide CRRA written proof that any equipment Contractor has indicated must be purchased and/or leased by Contractor to perform the Services is, in fact, on order or under contract to Contractor. Please refer to the Agreement for specific language regarding this requirement.)

- II. Attach to this form a list of the number of personnel by position Proposer will assign to the performance of services. Also list what work, if any, will be performed by subcontractors. If any of the transportation Services under the Agreement are to be provided by a subcontractor(s), Proposer shall provide the name, address, and telephone number of the subcontractor(s) to be used in the performance of Services.

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

ATTACHMENT 11
REFERENCES FORM

REFERENCES FORM

Proposer shall provide (use additional sheets of paper as needed) contact names, addresses, and telephone numbers for at least three firms for which Proposer has performed work comparable to the services that are the subject of this RFP. In addition to the contact information for each reference, Proposer shall describe the scope of work/services performed, the duration of the work/services and/or contract, and the annual dollar value of the work/services for each reference.

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

ATTACHMENT 12
PROPOSAL GUARANTY

**PROPOSAL GUARANTY
(Proposal Bond Form)**

PROPOSER/PRINCIPAL (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER/OBLIGEE: CONNECTICUT RESOURCES RECOVERY AUTHORITY
100 CONSTITUTION PLAZA
HARTFORD, CONNECTICUT 06103

BID

PROPOSAL DUE DATE: May 18, 2006

PROJECT: Ash Residue Transportation Services, Wallingford Resources Recovery Facility
of the Connecticut Resources Recovery Authority's

BOND

BOND NUMBER: _____

DATE (*Not later than Bid Due Date*): _____

[BOND SUM: \$20,000]

WHEREAS, Principal has submitted a proposal for said Services in accordance with the Contract Documents and Principal and Surety intend to be held and firmly bound to the Obligee in the specified Bond Sum for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

NOW THEREFORE, if the said proposal bid by said Principal is accepted, and a contract is awarded to the Principal by the Obligee in accordance with the terms of such bid and Principal complies with all the other conditions of Obligee's Notice of Award, then this obligation shall become null and void, or in the event of the failure of the Principal to enter such contract and comply with all the other conditions of Obligee's Notice of Award, the Principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorneys' fees, and any other expense of recovery.

IN WITNESS WHEREOF, the Principal and Surety intending to be legally bound hereby do each cause this bid bond to be duly executed on its behalf by its authorized officer, agent or representative on this _____ day of _____ 2006.

Principal
(Proposer's Name)

By _____
Proposer's Signature

Surety

By _____
Authorized Surety Representative
(Attach Power of Attorney)

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

ATTACHMENT 13
NOTICE OF AWARD

NOTICE OF AWARD (the "Award")

DATE: , 2006

TO: Name of Proposer

Attention:

PROJECT: Wallingford Project

RE: Agreement for Ash Residue Transportation Services, Wallingford Resources Recovery Facility

The Connecticut Resources Recovery Authority ("CRRA") has considered the Proposal submitted by you dated May 18, 2006 in response to CRRA's Invitation for Proposals for the above-referenced Services, which Services are more particularly described in the RFP Documents and the *Agreement for Ash Residue Transportation Services, Wallingford Resources Recovery Facility* (the "Agreement").

You are hereby notified that your proposal has been accepted for the following Services:

Ash Residue Transportation Services, Wallingford Resources Recovery Facility.

Within ten (10) days from the date of this Notice of Award you are required to Notify CRRA of your acceptance of the Award per the instructions below. If you fail within ten (10) days from the date of this Notice of Award to notify CRRA of your acceptance of this Award, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Proposal as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

Upon receipt of your acceptance of this Award (if provided), CRRA shall provide you with two counterparts of the Agreement for execution. When executed, both signed counterparts shall be sent to Virginia Raymond for routing and signature within CRRA:

Virginia Raymond
Senior Analyst
CRRA
100 Constitution Plaza, 6th Floor
Hartford, CT 06103

Upon execution of the Agreement by CRRA, one fully executed counterpart will be returned to you for your records.

You are required to acknowledge your receipt of this Award by signing below and returning the same to CRRA.

Dated this day of , 2006.

Connecticut Resources Recovery Authority

By: _____
Floyd M. Gent
Title: Director of Operations

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2006.

By: _____ (Signature)
_____ (Typed/Printed Name)
Title: _____

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

ATTACHMENT 14
AGREEMENT FOR ASH RESIDUE
TRANSPORTATION SERVICES WALLINGFORD
RESOURCES RECOVERY FACILITY

**AGREEMENT
FOR**

**ASH RESIDUE TRANSPORTATION SERVICES
WALLINGFORD RESOURCES RECOVERY FACILITY**

BETWEEN

**THE CONNECTICUT RESOURCES RECOVERY AUTHORITY
AND**

[CONTRACTOR]

JULY 1, 2006

**AGREEMENT FOR ASH RESIDUE TRANSPORTATION SERVICES
WALLINGFORD RESOURCES RECOVERY FACILITY**

This AGREEMENT FOR ASH RESIDUE TRANSPORTATION SERVICES WALLINGFORD RESOURCES RECOVERY FACILITY is made and entered into as of the 1st day of July, 2006, by and among the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 ("**CRRA**"), and _____ a _____, having a principal place of business at _____ ("**Contractor**").

PRELIMINARY RECITAL

CRRA is the owner of a certain resources recovery facility located at 530 South Cherry Street in Wallingford, Connecticut (the "Facility"), which Facility is currently operated by Covanta of Wallingford, L.P. (the "Operator"). CRRA and Contractor now desire to enter into this Agreement in order to have Contractor transport Ash Residue generated by the Facility to the Designated Landfill.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRRA and Contractor hereby mutually agree and undertake as follows.

TERMS AND CONDITIONS

1. **GENERAL**

1.1 **DEFINITIONS**

"Act of Bankruptcy" means that (a) Contractor shall have commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) Contractor shall have failed, or admitted in writing its inability generally, to pay its debts as such debts become due, (c) Contractor shall have made a general assignment for the benefit of creditors, (d) Contractor shall have been adjudicated a bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors, (e) Contractor shall have taken advantage of any insolvency law, or shall have submitted an answer admitting the material allegations of a petition in a bankruptcy or insolvency proceeding, (f) an order, judgment or decree for relief in respect of Contractor

shall have been entered in an involuntary case, without the application, approval or consent of Contractor by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for Contractor or for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive days, (g) Contractor shall have filed a voluntary petition in bankruptcy, (h) Contractor shall have failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) days of the filing thereof, or (i) an order for relief shall have been entered against Contractor under the provisions of the United States Bankruptcy Act, 11 U.S.C.A. §301. For purposes of this definition, the term Contractor shall mean Contractor or Guarantor.

"Affiliate" means a Person that, directly or indirectly, controls or is controlled by, or is under common control with, Contractor.

"Agreement" means this Agreement For Ash Residue Transportation Services Wallingford Resources Recovery Facility between CRRA and Contractor, together with Exhibits 1-5 (inclusive) attached hereto and made a part hereof and any written amendments, modifications or supplements hereto, the CRRA Request For Proposals Ash Residue Transportation Services For Wallingford Resources Recovery Facility document dated April 20, 2006 (the "RFP"), however, in the event of any conflict or inconsistency between any provision of the Agreement For Residue Waste Transportation Services Wallingford Resources Recovery Facility and any provision of the RFP, the provision of the Agreement For Residue Waste Transportation Services Wallingford Resources Recovery Facility shall control and prevail hereunder.

"Applicable Laws" means any applicable statute, law, constitution, charter, ordinance, resolution, judgment, order, permits (including but not limited to the Permits), decree, rule, regulation, directive, interpretation, standard or similar binding authority, which has been or shall be enacted, promulgated, issued or enforced by any judicial or governmental authority having jurisdiction.

"Ash Residue" means the ash residue or material remaining after the processing of Solid Waste at the Facility, including bottom ash, fly ash and accompanying moisture that has been approved for disposal at the Designated Landfill.

"Ash Residue Load-out Chutes" means the Facility's two (2) residue discharge chutes that discharge Ash Residue directly into Contractor's Trailers.

"Commencement Date" July 1, 2006.

"Designated Landfill" means the landfill located on River Road in Putnam, Connecticut to where Contractor shall deliver the Ash Residue or an alternative landfill approved by CRRA in advance.

“Environmental Claim” means any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent, decree, penalty, fine, lien, proceeding or claim arising (a) pursuant to, or in connection with, an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Waste or actual or alleged Hazardous Waste Activity, (c) from any abatement, removal, remedial, corrective, or other response action in connection with a Hazardous Waste, Environmental Law or other order of a Governmental Authority or (d) from any actual or alleged damage, injury, threat, or harm to health, safety, natural resources, or the environment.

“Environmental Law” means any current or future Legal Requirement pertaining to (a) the protection of health, safety and the indoor or outdoor environment, (b) the conservation, management, or use of natural resources and wildlife, (c) the protection or use of surface water or groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Waste or (e) pollution (including any release to air, land, surface water or groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§6901 et seq., Solid Waste Disposal Act, as amended, 42 U.S.C. §§6901 et seq., Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq., Clean Air Act, 42 U.S.C. §§7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 et seq., Hazardous Materials Transportation Act, 49 U.S.C. App. §§ 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 et seq., National Environmental Policy Act of 1969, 42 U.S.C. §§4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) et seq., any similar, implementing or successor law, including, without limitation, laws enacted by the State of Connecticut or any other state, and any amendment thereto, or rule, regulation, order or directive issued thereunder.

“Governmental Approval” means any permit (including but not limited to the Permits), license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority.

“Governmental Authority” means any international, foreign, federal, state, regional, county, or local Person or body having governmental, or quasi-governmental authority, or any instrumentality or subdivision thereof.

“Guarantor” shall mean _____.

“Guaranty” shall mean a guaranty by the Guarantor substantially in the form of **Exhibit 7** hereto and which has been approved by CRRA.

"Hazardous Waste" means waste which is defined or listed as a hazardous waste in the Solid Waste Disposal Act, 42 U.S.C., §6901, et. seq., as amended, Connecticut General Statutes §22a-115, as amended, and/or any regulations, rules or policies promulgated thereunder.

"Legal Requirement" means any treaty, convention, statute, law, regulation, ordinance, Governmental Approval, injunction, judgment, order, consent decree, or other requirement of any Governmental Authority.

"Operating Year" means Operating Year 1 - July 1, 2006 – June 30, 2007; Operating Year 2 - July 1, 2007 – June 30, 2008; Operating Year 3 - July 1, 2008 – December 31, 2008 [six-month period]; Operating Year 4 [CRRA's Option see Section 9(b)] - January 1, 2009 – June 30, 2009. Where this Agreement specifies amounts or quantities with respect to an Operating Year, the amounts or quantities shall be prorated for any Operating Year which is less than a twelve month period.

"Operations Plan" shall mean the plan prepared by Contractor for CRRA that details Contractor's framework to perform the Services under this Agreement, including but not limited to, an equipment plan, personnel plan, and description of how the Services will be provided and the Services described in **Exhibit 2 of the Agreement**.

"Permits" means all permits, consents, licenses, approvals or authorizations issued by any governmental body having jurisdiction over the transportation of Ash Residue hereunder.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Procedures" shall mean shall mean CRRA's Wallingford Permitting, Disposal and Billing Procedures as amended from time to time at CRRA's discretion attached hereto as **Exhibit 6**.

"Property" means the real property owned by CRRA and upon which the Facility is situated.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks or other receptacles containing or previously containing any Hazardous Waste.

"Service Fees" means the per Ton prices as set forth in **Exhibit 1**.

"Scope of Services" means the procedures and requirements set forth in **Exhibit 2** that govern the loading of Ash Residue into Contractor's Trailers at the Facility, the weighing of such Trailers, and Contractor's transportation of such Trailers from the Facility to the Designated Landfill.

"Solid Waste" means all materials or substances that are generally discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to trash, garbage, refuse, rubbish, discarded materials from residential, commercial, municipal and industrial activities, ashes, yard waste and vegetative waste but not including Hazardous Waste.

"Ton" means a "short ton", or 2,000 pounds.

"Trailer" means a truck trailer customarily used in the transportation industry to transport Ash Residue; however, in temporary emergency circumstances, Contractor can use, with prior notification and prior approval by CRRA or Operator, a waterproof roll-off container to transport Ash Residue.

"Uncontrollable Circumstance" means any of the following acts, events or conditions that have had, or may reasonably be expected to have, a material adverse effect on the rights or the obligations of either party under this Agreement, or a material adverse effect on the operation or use of the Facility, if such act, event or condition is beyond the reasonable control of CRRA or Contractor, respectively, and not the result of willful or negligent action or a lack of reasonable diligence, of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement and is the proximate cause of such failure to perform or comply: an act of God, epidemic, landslide, lightning, earthquake, hurricane, fire, explosion, storm, flood or similar occurrence, an act of war, blockade, insurrection, riot, civil disturbance or similar occurrence.

1.2 **CONSTRUCTION.** For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;

- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with "generally accepted accounting principles", and the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles which are generally accepted at the date or time of such computation;
- (e) The words "herein", "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection;
- (f) Reference to any particular party shall include that party's employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof may be amended, modified or waived from time to time; and
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms or provisions of this Agreement.

1.3 COVENANTS AND REPRESENTATIONS

1.3.1 Covenants and Representations of Contractor

Contractor represents, warrants and covenants to CRRA that:

- (a) Contractor is a [**type of business entity**] duly organized and validly existing in good standing in the jurisdiction of its incorporation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Contractor to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Contractor or, if applicable, Guarantor. Contractor has full power, authority and legal right to enter into and perform its obligations hereunder, and the execution and delivery of this Agreement by Contractor, and the performance of all its obligations under this Agreement have been authorized by all required actions of Contractor, all as required by the charter, by-laws and applicable laws that regulate the conduct of Contractor's affairs. The execution and delivery of this Agreement by Contractor and the performance of all its obligations set forth herein do not conflict with and will not, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of Contractor or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Contractor is a party or by which Contractor is bound. This Agreement has been duly executed and delivered by Contractor and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforcement thereof may be limited by any applicable

bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

(b) Contractor is not currently in breach of or in default under any Applicable Laws that would materially adversely affect Contractor's ability to perform hereunder, and Contractor has obtained all required Permits, approvals, and registrations necessary to transport Ash Residue.

(c) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority pending or, to the knowledge of Contractor, threatened against Contractor or, if applicable, Guarantor from which an unfavorable decision, ruling or finding would materially adversely affect or enjoin the performance by Contractor of its obligations hereunder or the other transactions contemplated hereby, or that in any way would materially adversely affect the validity or enforceability of this Agreement, Contractor's or, if applicable, Guarantor's financial condition, or any other agreement or instrument entered into by Contractor in connection with the transaction contemplated hereby.

(d) Contractor is capable of and shall diligently (1) defend itself against any and all actions and causes of action pending (or threatened) against it that would, irrespective of the merits thereof, materially adversely affect the ability of Contractor to perform its obligations and observe its covenants and representations hereunder, and (2) prosecute any and all claims, which if waived or permitted to lapse, would materially adversely affect the ability of Contractor to perform its obligations and observe its covenants and representations hereunder; provided, however, that Contractor shall provide to CRRA notice of all such actions, causes of action and claims within seven (7) days of Contractor's receipt or filing thereof, as the case may be.

(e) Contractor represents that it has, by careful examination, satisfied itself as to the nature, scope, and location of the Services to be performed under this Agreement; the configuration of the Wallingford Resources Recovery Facility; the character, quality, and quantity of the materials to be encountered; the character, quality, and quantity of equipment, materials, and facilities needed preliminarily and throughout Contractor's performance of the Services; the general and local conditions; the availability of labor and materials; the Applicable Laws relating to Contractor's performance of the Services under this Agreement; and other matters which may affect Contractor's performance of the Services under this Agreement. Having made such examinations essential to an understanding of the Services and the difficulties which may be encountered, Contractor represents that it has the necessary skill and expertise to accomplish the Services under this Agreement.

(f) Contractor agrees that, pursuant to Conn. Gen. Stat § 22a 270 (as the same may be amended or superceded from time to time) CRRA is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Contractor also agrees that, pursuant to Conn. Gen. Stat § 12-412(92) (as the same may be amended or superceded from time to time), “[t]he sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any project of [CRRA] . . . whether such purchases are made directly by CRRA or are reimbursed by CRRA to the lessee or operator of such project” is not subject to Connecticut Sales and Use Taxes. Accordingly, Contractor shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Contractor’s performance of this Agreement, nor shall Contractor include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The obligations of Contractor contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Contractor represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any RFP or other submittal or proposal to CRRA in connection with this Agreement.

1.3.2 Covenants and Representations of CRRA

CRRA represents, warrants and covenants to Contractor that:

- (a) CRRA is duly organized and validly existing in good standing under the laws of the State of Connecticut and is duly qualified and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.
- (b) The execution, delivery and performance of this Agreement by CRRA (1) has been duly authorized by the governing body of CRRA, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to CRRA or any provisions of CRRA’s charter, by-laws or resolutions.
- (c) The execution and delivery of this Agreement by CRRA, and the performance of all its obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of CRRA or any agreement, indenture, mortgage, trust, contract, permit or instrument to which CRRA is a party or by which CRRA is bound. This Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of CRRA, enforceable against CRRA in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or

limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

(d) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority, pending or, to the knowledge of CRRA, threatened against CRRA that in any way would materially adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by CRRA in connection with the transaction contemplated hereby.

(e) Although Contractor is solely responsible for obtaining all Permits required to effectuate the performance of its obligations under this Agreement, CRRA shall cooperate with Contractor in any and all reasonable efforts to procure and maintain any Permits that shall be necessary for Contractor to perform its obligations under the terms of this Agreement.

(f) Ash Residue meets all legal and regulatory standards to be delivered to the Designated Landfill or alternative disposal site approved by CRRA in advance.

2. SERVICES

2.1 SCOPE

2.1.1 General

Upon the Commencement Date, Contractor shall furnish all labor, administrative services, materials, fuel, supplies, tools, equipment, parts, facilities and any other property necessary to perform the Services in accordance with this Agreement and the terms of the Procedures and shall be compensated therefore pursuant to the provisions in Section 3.1. Contractor shall provide all personnel necessary to properly perform the Services. All Contractor personnel shall be properly trained, equipped with the requisite safety equipment and licensed to perform the assigned Services. All personnel used by Contractor shall be competent and skilled in the performance of the duties to which they are assigned and shall comply with all Applicable Laws and Permits and with all rules and regulations of the Designated Transfer Station.

2.1.2 Commencement of Services

CRRA shall issue to Contractor the Notice of Award, and Contractor shall commence performing the transportation of Ash Residue in accordance with the terms of this Agreement on the Commencement Date.

2.1.3 Ash Residue Provided by CRRA

CRRA shall provide Contractor with all Ash Residue in accordance with the terms and conditions of this Agreement, provided that CRRA shall have the right, but not the obligation: (i) to recover metals from such Ash Residue pursuant to any metals recovery operations that CRRA has or may institute, (ii) to reduce and/or remove moisture from such Ash Residue, and (iii) to recycle such Ash Residue. CRRA makes no guarantee or warranty, express or implied, as to the amount or availability of Ash Residue from the Facility.

2.1.4 Access to Facility

CRRA hereby grants to Contractor, during the Facility's normal hours of operation or any other hours as may be approved by a CRRA employee or agent, access to only those areas of the Facility necessary for Contractor to perform its obligations under this Agreement, provided that: (a) Contractor shall not interfere with any other operations being conducted at the Facility by either CRRA, Operator or any other person or entity; and (b) Contractor is in compliance with all of the terms and conditions of this Agreement. If Contractor fails to comply with any of the foregoing conditions of access, CRRA shall provide Contractor with written notice of such failure and Contractor shall have thirty (30) days from the date of such notice to cure such failure.

Notwithstanding the foregoing, in the event that any failure by Contractor to comply with any of the foregoing conditions of access causes an emergency situation that either interferes with any of the operations being conducted at the Facility by either CRRA, Operator or any other person or entity (other than an interruption in the continuous loading and transport of Ash Residue by Contractor hereunder) or presents a safety or security hazard to the Facility or to any personnel of CRRA or Operator working at the Facility, then CRRA shall immediately notify Contractor of such failure and emergency situation, and upon Contractor's receipt of such notice Contractor shall take immediate action to cure such failure. If Contractor does not immediately cure such failure, then CRRA shall have the right, without any obligation to do so, to immediately cure such failure causing such emergency situation, and Contractor shall reimburse CRRA for any and all reasonable costs and expenses incurred by CRRA in taking such curative action. If, within the foregoing thirty (30) day cure period: (i) Contractor does not cure such failure, (ii) Contractor does not reimburse CRRA in full for any and all reasonable costs and expenses incurred by CRRA in taking any curative action, or (iii) CRRA, by taking any curative action, is unable to cure such failure, then such failure shall constitute a Contractor default hereunder and CRRA shall have the right to revoke the access granted to Contractor herein and to terminate this Agreement in accordance with Section 7.2 herein. Any payment obligations of Contractor under this Section 2.1.4 shall survive the termination of this Agreement.

2.1.5 Notice of Facility Maintenance or Shutdown

CRRA shall provide Contractor notice of any planned maintenance or shut-down of the Facility. CRRA shall also, as soon as practicable, notify Contractor of the date on which the Facility shall go back on-line from the planned maintenance or shut-down. CRRA agrees that, during the term of this Agreement, it shall provide Contractor with a copy of the annual schedule of planned Facility shutdowns as soon as the same is made available to CRRA.

Section 2.1.6 Storage of Trailers. CRRA covenants and agrees that, during the term of this Agreement, it shall provide, in addition to the one Trailer being used by the Operator to load all Ash Residue into the Trailer at the Ash Residue Load-out Chute, sufficient space on the Property for the storage by Contractor of two (2) Trailers, which shall conform to the requirements of the Facility.

Section 2.1.7 - Direction of Services. CRRA may, where deemed necessary or desirable by CRRA, provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Services hereunder, and Contractor shall strictly and promptly comply with such instructions, guidance and directions.

Section 2.1.8 - CRRA's Inspection Rights. CRRA shall have the right at all times during Contractor's performance of Services to inspect and observe Contractor's performance of the Services hereunder.

Section 2.1.6 - Contractor Cooperation. Contractor shall perform all the Services in cooperation with CRRA and all CRRA contractors and/or agents. Such cooperation shall include, but not be limited to, routine reporting, and communications with CRRA and other parties. Such cooperation shall also involve scheduling of staff and Services hereunder, without limitation. Under no circumstances shall Contractor speak to or otherwise communicate with the press or any other media regarding its performance of Services under this Agreement. Contractor shall direct all inquiries from the press or any other media to CRRA.

Section 2.1.7 – Performance of Services. Contractor shall perform and complete the Services hereunder in accordance with: (1) all instructions, guidance and directions provided by CRRA to Contractor; (2) the terms and conditions of this Agreement, including all exhibits and attachments hereto; (3) all the terms and conditions of the Procedures as amended from time to time by CRRA at CRRA's sole discretion; (4) good industry standards applicable to Contractor and its performance of the Services hereunder; (5) highest level of professionalism, courtesy, and customer service both in its performance of the Services and in its interaction with CRRA's customers hereunder, including but not limited to, minimizing any interference or interruption with CRRA customers; and (6) all Applicable Laws, including but not limited to, any successor or additional federal, state and local laws, rules or regulations that may be promulgated by any governmental authority having jurisdiction over the Property,

CRRA, or Services (hereinafter collectively referred to as the "Standards"). Contractor shall perform the Services such that the maximum amount of Ash Residue is transported, all in a manner that will maximize the economic benefit to CRRA and the Facility.

2.2 TRANSPORTATION SERVICES

2.2.1 General

Contractor shall transport all Ash Residue by truck from the Facility to the Designated Landfill which is permitted and licensed to accept such Ash Residue for disposal.

2.2.2 Equipment

Contractor shall acquire, and use to perform the services hereunder, such quantity of trucks and Trailers necessary to perform such services. Contractor must adhere to and perform in accordance with its Operations Plan. Contractor's Operations Plan is attached hereto as Exhibit 3. All trucks and Trailers used by Contractor in the performance of the services hereunder shall comply with all Applicable Laws governing the transportation of Ash Residue hereunder, and all such trucks and Trailers shall be drip-proof and covered throughout the entire trip from the Facility to the Designated Landfill. The trailer cover shall enclose the entire length and width of the body of the Trailer and shall ensure that no Ash Residue or dust emanates from or under the cover. In order to ensure no spillage, the trailer covers shall be placed on the Trailers immediately after the Trailers are loaded with Ash Residue on the Property. All drivers employed by Contractor shall insure that there is no Ash Residue on the truck frame, body or cab prior to leaving the Ash Residue reception and load-out area at the Facility. Contractor shall maintain all vehicles used in the performance of the services in good condition and working order. CRRA shall have the right to refuse admittance to the Property of any vehicle that in its discretion is not so maintained. All vehicles shall have Contractor's name painted on the outside of each vehicle in letters at least six (6") inches high or bear such other means of identification as may be acceptable to CRRA and Operator. Any vehicle, Trailer or other equipment that requires maintenance or repair shall be removed from the Property promptly by Contractor at its sole cost and expense. No refueling shall be permitted on the Property.

2.2.3 Operations

(a) CRRA shall cause Operator to load all Ash Residue into Contractor's Trailers at the Ash Residue Load-out Chute. All loading of Ash Residue shall be done in accordance with the Operations Plan and the Permits. Contractor shall fully cooperate and comply with the instructions of CRRA, CRRA's agents and

Operator in its performance of the services under this Agreement including, but not limited to, coordinating and scheduling the loading of Contractor's Trailers at the Ash Residue Load-out Chute. Contractor covenants and agrees that it shall, at all times during the term of this Agreement, provide an adequate number of Trailers so as to insure that no interruption of Facility Ash Residue loading operations occurs during the term of this Agreement.

(b) Contractor shall transport Ash Residue from the Facility at such times and in the manner set forth in the Operations Plan and the Permits. After the Trailers are loaded with Ash Residue at the Facility and covered by Contractor with the trailer covers, Contractor shall not remove or add any Ash Residue or other materials from the Trailers from the time the Trailers are driven away from the Property until the load is delivered to the Designated Landfill. Contractor shall have a continuing obligation to protect against spillage or leakage from its Trailers at all times during loading, removal from the Facility, and transportation and delivery of Ash Residue to the Designated Landfill.

(c) Contractor shall implement the Operations Plan and shall provide notice to Operator and CRRA of any difficulties in such implementation. The parties shall cooperate in making temporary or permanent modifications to the Operations Plan which do not impair or hinder the operations of the Facility or increase the costs of Operator, CRRA or Contractor.

(d) Contractor shall be fully responsible for the clean-up of any Ash Residue that is spilled during the loading of or from the transportation of the Ash Residue on any public or private road, railway or property. Contractor must act immediately, diligently and with all due dispatch to respond to the spill and to initiate clean-up activities in accordance with all Applicable Laws, and Contractor shall indemnify CRRA for and hold CRRA harmless against any and all claims or damages arising from or in connection with any such spill or clean-up activities. If clean-up of a spill is not initiated with all due haste by Contractor, CRRA, at its option but without any obligation to do so, may perform any clean-up not performed by Contractor and may deduct from any amount otherwise due to Contractor hereunder the costs incurred by CRRA in connection with any such clean-up.

(e) Contractor shall sweep clean the floor and sides of each and every Ash Residue hauling vehicle with a stiff bristle push broom immediately after each delivery of Ash Residue, depositing the Ash Residue generated from the sweeping activity in the Ash Residue landfill. The sweeping activity shall be conducted until the sides and floor of the Ash Residue hauling portion of the vehicle is appear visually "broom clean." In the event that the ash hauling vehicle will not be used to transport, or "back haul", another material or commodity, but instead will be used solely to transport Ash Residue on a dedicated basis from the Facility to the Putnam Landfill or Alternative Site, broom cleaning of the hauling vehicle is not required.

(f) Contractor shall be responsible at its sole cost and expense for the repair and replacement of Facility equipment and structures damaged as a result of Contractor's negligence.

2.2.4 Method of Transportation of Ash Residue

Upon the Commencement Date, the Contractor shall transport all Ash Residue hereunder, along the routes designated in the Operations Plan, to the Designated Landfill for the entire term of this Agreement.

2.2.5 Change in Transportation Services

In the event that CRRA determines during the term of this Agreement that any revisions, modifications or changes to the Transportation Services, as set forth in Section 2.2 herein, are necessary, then pursuant to CRRA's request Contractor shall promptly commence and perform the work required for such revisions, modifications or changes, which work shall be performed by Contractor unless otherwise agreed to in writing by CRRA and Contractor. If any adjustment(s) to the Service Fees set forth in **Exhibit 1** is required, or if additional compensation to the Contractor is warranted as a result of such revisions, modifications or changes, CRRA and Contractor shall mutually agree in writing on the amount of such adjustment(s) or additional compensation provided that the values for the existing services, to the extent applicable, shall be used to determine the appropriate increase or decrease for such adjustments or the amount of such additional compensation. Contractor shall promptly commence and perform any work required by such revisions, modifications or changes even if CRRA and Contractor cannot agree on the amount of such adjustment(s) or additional compensation.

3. SERVICE FEES AND PAYMENTS

3.1 SERVICE FEES

CRRA shall pay Contractor pursuant to the schedule of fees set forth in **Exhibit 1** for each Ton of Ash Residue transported by Contractor in accordance with the terms and conditions of this Agreement.

3.2 BILLING AND PAYMENT

On or before the tenth (10th) day of each month, Contractor shall issue to CRRA an itemized invoice for the charges due Contractor for all Ash Residue transported by Contractor hereunder the immediately preceding month, which invoice shall include, at a minimum, the following information: (i) billing period; (ii) for each load of Ash Residue: the date of transportation, truck number, tonnage amount, the weight ticket number issued by the Facility for such load, a copy of

the weight ticket issued by the Designated Landfill for such load; and (iii) the amount(s) of the applicable per Ton Service Fees due. The Ash Residue tonnage set forth on all invoices to be prepared and submitted by Contractor hereunder shall be based upon weight tickets issued by the Operator or the operator of another scale approved by CRRA. Except as otherwise set forth herein, all of Contractor's invoices submitted under this Agreement shall be paid by CRRA not later than forty-five (45) days from the date of CRRA's receipt thereof. In the event CRRA disputes all or any portion of any invoice, CRRA may withhold payment of the disputed amount. Invoices shall be payable at the address specified for Contractor herein or at such other address as Contractor may specify pursuant to Section 10.

4. **INDEMNIFICATION**

4.1 **GENERAL INDEMNITY**

Contractor shall at all times protect, defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents or employees, or (b) Contractor or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, employees, agents or subcontractors. Contractor further undertakes to reimburse CRRA for damage to property of CRRA caused by Contractor or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 4 shall survive the termination or expiration of this Agreement.

Contractor shall be liable for, and indemnify CRRA for, any environmental contamination caused by Contractor or its agents during its performance of the Services under this Agreement.

4.2 **CONTRIBUTION INDEMNITY AND WAIVER**

Contractor shall also indemnify, defend and hold harmless, and hereby waives any claim for contribution against CRRA and/or any of its directors, officers, agents and employees, for any Environmental Claim arising in whole or in part from the performance under this Agreement by Contractor, or any of its directors, officers, agents, employees, subcontractors, representatives or partners,

irrespective of whether such performance is negligent or willful or breaches any term or provision of this Agreement.

4.3 **SCOPE**

For purposes of Subsections 4.1 and 4.2 above, (i) the term Contractor shall mean and include Contractor, and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners, and (ii) the term CRRA shall mean and include Operator, and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners.

4.4 **SURVIVAL**

The indemnities contained in this Section 4 of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

5. **INSURANCE AND PERFORMANCE SECURITY**

5.1 **INSURANCE**

(a) **Maintenance.** At all times during the term of this Agreement, Contractor shall, at its sole cost and expense, procure and maintain the insurance as set forth in Subsection 5.2 with insurance companies authorized to do business in the State of Connecticut. Each such company shall have a Best's Key Rating Guide of A- VII or better, or are otherwise deemed acceptable by CRRA in its sole discretion. Contractor shall name CRRA and Operator as additional insureds (this requirement shall not apply to workers' compensation insurance or employers' liability insurance). All policies shall include a standard severability of interest clause and shall hold all insureds free of and harmless from all subrogation rights of the insurers, regardless of any breach by CRRA, Operator or Contractor of any warranties, declarations or conditions contained in such policies. All policies shall provide that the required insurance hereunder is the primary insurance and that any other similar insurance that CRRA or Operator may have shall be deemed in excess of such primary insurance.

(b) **List of Policies, Certificates.** Upon execution of this Agreement, Contractor shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 5.2 below certifying that such insurance is in full force and effect and setting forth the information required in this Section 5. Additionally, Contractor shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Section 5.2 below, a certificate or certificates containing the information required by this Section 5 and certifying that such insurance has been renewed and remains in full force and effect.

(c) Notice of Cancellation or Change. Such policies shall contain an endorsement to the effect that the insurer will notify CRRA by registered or certified mail not less than thirty (30) days prior to the effective date of any cancellation, restrictive amendment, non-renewal, or change in any provision of such policy or policies or suspension of any coverage thereunder.

(d) Deductibles. No policy required to be purchased by Contractor pursuant to this Section 5 shall be subject to a deductible or similar provision limiting or reducing coverage. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Contractor shall pay such deductible.

(e) Payment by CRRA. Should Contractor fail to obtain, maintain or renew any of the insurance required by this Section 5, or to pay the premium therefor, then and in any of said events CRRA may, at its option, but without obligation to do so, upon ten (10) business days prior notice to Contractor of CRRA's intention to do so, procure such insurance, and the amounts paid shall be deducted from any Service Fees due to Contractor hereunder.

5.2 **REQUIRED COVERAGE**

Contractor shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following insurance, including any required endorsements thereto and amendments thereof:

- (a) Commercial General Liability insurance alone or in combination with, Commercial Umbrella insurance with a limit of not less than ten million (\$10,000,000.00) dollars each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto or vehicle (including owned, hired, and non-owned autos or vehicles), with a limit of not less than one million (\$1,000,000.00) dollars each accident, and including coverage for all pollution losses arising out of the collision or upset of transportation vehicles under the MCS-90 Environmental Restoration Endorsement.
- (c) Workers' Compensation with statutory limits and Employers' Liability limits of not less than one million (\$1,000,000.00) dollars each accident for

- bodily injury by accident and one million (\$1,000,000.00) dollars for each employee for bodily injury by disease.
- (d) Contractor Pollution Legal Liability Insurance with a limit of five million (\$5,000,000) dollars

5.3 PERFORMANCE SECURITY

Upon Contractor's execution of this Agreement, Contractor shall furnish CRRA with a performance bond or a letter of credit in the amount of one million (\$1,000,000.00) dollars (the "Bond"). The Bond shall be in one of the forms set forth in **Exhibit 4** and shall be issued and executed by a surety acceptable to CRRA. Contractor shall maintain the Bond in full force and effect during the term of this Agreement. The Bond shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration date of the Bond, Contractor notifies CRRA by registered mail that the surety of the Bond elects not to renew such Bond. Failure to maintain or renew the Bond under the aforesaid terms shall constitute a default by Contractor under Section 7.2 of this Agreement. If the surety on the Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Bond due to no fault of Contractor, Contractor shall immediately substitute another bond (or letter of credit) and surety, subject to the requirements set forth in this Section 5.3. In the event Contractor fails to perform any of its obligations under this Agreement, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder or otherwise, to exercise any or all of CRRA's rights and remedies under the Bond.

6. UNCONTROLLABLE CIRCUMSTANCES

6.1 GENERAL

In the event either party is rendered unable, wholly or in part, by an Uncontrollable Circumstance, to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such an Uncontrollable Circumstance and to the extent that such party is using its best efforts to mitigate damages caused by such Uncontrollable Circumstance and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused by the Uncontrollable Circumstance but for no longer period. In the event that either party is unable to perform due to an Uncontrollable Circumstance for a period of ninety (90) days or more, the other party may terminate this Agreement in accordance with Section 7.2 hereof.

6.2 NOTICE

Either party shall notify the other by telephone on or as soon as possible after the date of experiencing an Uncontrollable Circumstance, followed as soon as practicable by a written notice of:

- (a) the Uncontrollable Circumstance and cause(s) thereof (if known);
- (b) its estimated duration and impact, if any, on the performance of any obligations under this Agreement;
- (c) the measures being taken to remove or mitigate the effect of such Uncontrollable Circumstance.

Additionally, such party shall provide prompt written notice to the other of the cessation or avoidance of such Uncontrollable Circumstance.

7. DEFAULT AND TERMINATION; DAMAGES

7.1 DEFAULT IN PAYMENT

In the event CRRA defaults in the payment of any sum when due hereunder, unless such default is cured within thirty (30) days after CRRA's receipt of written notice thereof from Contractor, Contractor may terminate this Agreement by written notice to CRRA of such intention.

7.2 CONTRACTOR DEFAULT

In the event Contractor fails to perform any of its obligations hereunder, CRRA shall provide Contractor with written notice of such failure and Contractor shall have thirty (30) days from the date of Contractor's receipt of such notice to cure such failure; provided, however, that in the event such failure disrupts the continuous loading and transport of Ash Residue by Contractor hereunder, then CRRA shall have the right to immediately cure such failure causing such disruption, and Contractor shall reimburse CRRA for any and all reasonable costs and expenses incurred by CRRA in taking such curative action within thirty (30) days after the receipt by Contractor of an invoice from CRRA for such costs and expenses. If: (i) Contractor does not cure such failure within the foregoing thirty (30) day period, (ii) Contractor breaches or defaults under any material representation, warranty, agreement or covenant contained herein or (iii) Contractor commits an Act of Bankruptcy, CRRA may terminate this Agreement by written notice to Contractor of such intention and/or pursue any and all other rights and/or remedies that CRRA may have against Contractor at law or in equity or hereunder. Any payment obligations of Contractor under this Section 7.2 shall survive the cancellation, expiration or termination of this Agreement.

8. COMPLIANCE WITH LAWS

Each party agrees that in the performance of its respective obligations hereunder, it will, and in the case of Contractor, Contractor will require its subcontractors to, qualify under, and comply with any and all Applicable Laws now in force and which may hereafter, during the term of this Agreement, be passed and become effective, applicable to it and its employees performing said obligations.

9. **TERM**

(a) The base term of this Agreement shall begin on the Commencement Date hereof and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on December 31, 2008.

(b) Exercisable at CRRA's sole and absolute discretion, CRRA shall have an option to extend the base term of this Agreement for one (1) six-month period from January 1, 2009 to June 30, 2009. CRRA may exercise this option to extend the base term by providing written notice thereof to Contractor at least sixty (60) days prior to the expiration of such base term.

10. **NOTICES**

10.1 **GENERAL**

All notices, demands, requests, proposals, consents or other communications whatsoever which this Agreement contemplates, authorizes, requires or permits any party to give to the other party, except as provided in Subsection 10.2, shall be in writing and shall be personally delivered or sent by overnight express mail service or registered or certified mail, return receipt requested, addressed to the respective party as specified in this Subsection 10.1. Any notice shall be deemed delivered on the date of personal delivery, the day after such notice is sent via overnight express mail service or, if by registered or certified mail, on the fifth (5th) business day after deposit in the mail.

Notices to Contractor shall be addressed and sent to:

XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX
Attention:

Notices to CRRA shall be addressed and sent to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: President

With a copy to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: Director of Operations

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: Director of Legal Services

Any party may from time to time designate an alternative address by notice to the other party given in accordance with this subsection.

10.2 **ROUTINE NOTICES**

Except when expressly required by this Agreement to be in writing, routine communications and advises relating to day to day operations of the parties at the Facility may be given orally or in writing, but need not be in the form of a formal written notice to be operative.

10.3 **EMERGENCY NOTIFICATION**

Contractor shall immediately notify CRRA and Operator by telephone and telecopier facsimile of the occurrence of a property lien, spill, fire, explosion or other emergency or accident requiring notification of any governmental entity, and Contractor shall be responsible for complying with all applicable Legal Requirements concerning notification with respect to such event. Contractor shall notify CRRA immediately of the occurrence of a notice of violation or other regulatory action arising out of this Agreement. Such notification shall be made formally by written notice to CRRA indicating the nature of any action affecting this Agreement and describing all corrective and remedial action undertaken or planned.

11. **SUBCONTRACTORS**

Contractor shall consult with CRRA before hiring any subcontractors to perform any Services hereunder. Contractor shall require all of its subcontractors to abide by the terms and conditions of this Agreement. Moreover, the subcontracts between Contractor and such subcontractors shall specifically provide that, in the event of a default by Contractor under this Agreement, CRRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide CRRA with copies of all such subcontracts and all other contracts, amendments, books, records, accounts, correspondence and other

materials necessary to enforce such subcontracts. Also the subcontracts between Contractor and its subcontractors shall specifically include CRRA as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Contractor other than through such subcontracts.

12. **WAIVER**

The waiver by any party of any breach or violation of any term or condition of this Agreement shall only be valid if in writing and signed by the waiving party and shall not be deemed to be or construed as a waiver by such party of any other term or condition or of any subsequent breach or violation of the same or any other term or condition.

13. **ASSIGNMENT**

This Agreement shall not be assigned or transferred by any party without the prior written consent of the other party or any such assignment or transfer shall be void.

14. **RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement shall be deemed to constitute any party a partner, agent or legal representative of the other party or to create any employment, agency or fiduciary relationship between the parties.

15. **GOVERNING LAW**

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut; provided, however, that in the event of a conflict between the laws of the State of Connecticut and a permit issued by any federal, state or local governmental authority, the terms of such permit shall control.

16. **AGENT FOR SERVICE**

Contractor irrevocably: (a) agrees that any suit, action or other legal proceeding arising out of this Agreement must be brought in the courts of record of the State of Connecticut or the courts of the United States located within the State of Connecticut; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts. During the term of this Agreement Contractor designates The Secretary of State for the State of Connecticut, whose business address is 30 Trinity Street,

Hartford, Connecticut 06106, as its agent (the "Agent") to accept and acknowledge on Contractor's behalf service of any and all process in any such suit, action or proceeding brought in any such court, and Contractor agrees and consents that any such service of process upon Agent shall be taken and held to be valid personal service upon Contractor whether or not Contractor shall then be doing, or at any time shall have done, business within the State of Connecticut and that any such service of process shall be of the same force and validity as if service were made upon Contractor according to the laws governing the validity and requirements of such service in the State of Connecticut, and Contractor waives all claims of error by reason of service on the Agent instead of Contractor. Agent shall not have any power or authority to enter any appearance or to file any pleadings in connection with any suit, action or other legal proceeding.

17. **SEVERABILITY**

In the event that any provision of this Agreement shall for any reason be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall attempt to agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

18. **MODIFICATION**

This Agreement may not be amended, modified, or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this agreement unless this Agreement is formally amended, modified, or supplemented.

19. **ENTIRETY**

This Agreement supersedes all prior representations, negotiations and verbal or written communications by and between the parties hereto relating to the subject matter hereof and constitutes the entire agreement among the parties hereto in respect thereof.

20. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original

and all such executed counterparts shall constitute but one and the same instrument.

21. **CONTRACTS WITH THIRD PARTIES**

Contractor shall provide CRRA with copies of any agreements, and any modifications or revisions to any agreement, promptly upon the execution thereof (or upon the execution of this Agreement, if applicable) which Contractor has with a third party for the transportation of Ash Residue pursuant to this Agreement.

22. **NON-DISCRIMINATION**

Contractor agrees to the following: (1) Contractor agrees and warrants that in the performance of any services for CRRA hereunder Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the services involved; (2) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission"); (3) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative and vendor of Contractor's commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Contractor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the Connecticut General Statutes and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and (5) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes. If this Agreement is a public works contract,

Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

23. **CONTRACTOR'S EMPLOYEES**

All persons employed by Contractor shall be solely subject to the direction of and responsible to Contractor and shall not be deemed to be employees of CRRA or Operator.

24. **MECHANIC'S LIENS**

Contractor shall claim no interest in the Facility, the Property or any equipment, fixtures, materials or improvements of CRRA located or to be located thereon, and Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its properties, including but not limited to the Property. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or security interests by Contractor or its subcontractors or materialmen. Before any subcontractor or materialman of Contractor commences any services hereunder, Contractor shall deliver to CRRA an original waiver of mechanic's liens properly executed by such subcontractor or materialman. If any mechanic's lien is filed against CRRA or any of its properties in connection with the services hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, CRRA may, at its option and without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at CRRA's election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to CRRA promptly upon demand by CRRA to Contractor.

25. **WITHHOLDING TAXES AND OTHER PAYMENTS**

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Contractor, nor be withheld from payment to Contractor by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the services to be performed hereunder by Contractor, or its employees, agents, subcontractors or materialmen. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described in this Section 25, and Contractor hereby agrees to indemnify and hold CRRA harmless against any and all such taxes, insurance and payments or other payments which CRRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent contractor.

26. **AFFIDAVIT CONCERNING GIFTS – CONTRACT AWARD**

At the time of Contractor's execution of this Agreement, Contractor simultaneously executed a certain document entitled Affidavit Concerning Gifts – Contract Award and said document is attached hereto and made a part of this Agreement as **Exhibit 5.**

27. **BENEFIT AND BURDEN**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns, and the assignor under any assignment of this Agreement shall remain responsible for the performance of its obligations hereunder as though no assignment shall have occurred.

28. **FORUM SELECTION/ARBITRATION**

Any and all claims and controversies arising out of or under this Agreement or a breach thereof shall be submitted to and resolved in Arbitration. All claims or controversies arising out of this Agreement or a breach thereof shall be settled and decided by an arbitration panel of three arbitrators in binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified by the following provisions of this Paragraph:

- (a) Either CRRA or Contractor may initiate arbitration proceedings by giving notice of a dispute and a request to arbitrate to the other party and to the Regional Director of the AAA having jurisdiction in Hartford, Connecticut. Unless otherwise permitted by CRRA in writing, any arbitration proceedings must be initiated within ten (10) days of the initiating party's knowledge of the claim, dispute or matter in question;
- (b) CRRA and Contractor shall choose an arbitrator from the list provided by the AAA within ten (10) days after arbitration proceedings were initiated and the two selected arbitrators shall jointly select a third arbitrator to complete the panel;
- (c) The costs of arbitration shall be shared equally by the parties and each party shall bear its own costs, expenses and attorneys' fees unless the arbitration panel determines that the action or defense of the losing party was frivolous, in which event the arbitration panel may order that all or a portion of the costs of arbitration of the successful party, including but not limited to reasonable attorneys' fees and other costs, be paid by the losing party;
- (d) All arbitration proceedings shall be held in Hartford, Connecticut. The arbitration panel may request any party to produce information deemed

necessary by him or her for a fair determination of the issues. Each party so requested to produce information shall do so within fifteen (15) days of each such request or shall respond immediately to the request by explaining why compliance is not possible within fifteen (15) days. The arbitration panel may then order compliance and failure to comply with the order shall be deemed to be a default hereunder on the part of the non-complying party;

- (e) The determination of the arbitration panel shall be final and binding upon the parties. The determination shall be in the form of a written reasoned award, with written findings of fact, and may be entered in and specifically enforced by any court of appropriate jurisdiction. While the arbitration panel shall select the remedy for all breaches of either party's obligations under this Agreement, the arbitration panel shall not modify the remedies specifically set forth in this Agreement for CRRA and Contractor;
- (f) All legal issues arising in connection with a dispute to be determined by an arbitration panel shall be governed by the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut; and
- (g) During any arbitration proceeding that may be initiated hereunder, CRRA and Contractor shall continue to perform their respective obligations under this Agreement.

29. **SALES AND USE TAX EXEMPTION**

Under Section 22a-270 of the Connecticut General Statutes, CRRA has an exemption from all Connecticut State taxes and the payment thereof. Without limiting the scope of the preceding sentence, pursuant to Section 12-412(92) of the Connecticut General Statutes, the sale of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of a CRRA Project is exempt from Connecticut State sales and use tax. Accordingly, Contractor hereby represents that no Connecticut State tax is included in the Service Fees set forth in **Exhibit 1** hereof, and Contractor shall not charge or pass through any such tax to CRRA, regardless of whether Contractor has incurred any Connecticut State Tax in its performance of this Agreement. Contractor also represents that all funds provided by CRRA as reimbursement for Services provided hereunder shall be used or consumed in connection with the use and operation of the Facility.

30. **CORPORATE GUARANTY**

[This security requirement may be imposed by CRRA at its sole discretion]

If CRRA, in its sole discretion, determines that Contractor is not sufficiently capitalized to discharge its obligations hereunder, CRRA will require the Contractor to furnish CRRA with and maintain in full force and effect during the

term of this Agreement a corporate guaranty from an entity CRRA, in its sole discretion, deems to be adequately capitalized, which guaranty shall be in the form set forth in **Exhibit 7** (the "Guaranty"). In the event Contractor fails to perform any of its obligations under this Agreement, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder or otherwise, to exercise any or all of CRRA's rights and remedies under this Agreement against the Guarantor.

IN WITNESS WHEREOF, this Agreement is executed as of the date hereinabove set forth.

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By: _____

Thomas D. Kirk
Its President
Duly Authorized

[Contractor's Name]

By: _____

Its
Duly Authorized

Agreement Exhibits

Exhibit 1 – Service Fees

Exhibit 2 – Scope of Services

Exhibit 3 – Operations Plan

Exhibit 4 – Performance Bond/Letter of Credit

Exhibit 5 – Affidavit Concerning Gifts – Contract Award

Exhibit 6 - CRRA's Wallingford Permitting, Disposal and Billing Procedures

Exhibit 7 - Guaranty

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

EXHIBIT 1
SERVICE FEE

**ASH RESIDUE TRANSPORTATION SERVICES
WALLINGFORD RESOURCES RECOVERY FACILITY**

Transportation Fee

Contractor per ton price is based upon Contractor providing all of the Services including all of the trucks, Trailers and all other containers, fuel, labor, maintenance, supplies and all other materials and activities needed to transport Ash Residue from the Wallingford Resources Recovery Facility to the Designated Landfill. The following per ton figure shall constitute the entire compensation to the Contractor for its Services under this Agreement:

Base Term:

\$ _____
Per Ton Price Operating Year 1 - July 1, 2006 - June 30, 2007

For the Services associated with transporting Ash Residue, CRRRA shall pay Contractor, in the manner provided in the Agreement, a Transportation Fee for each ton transported adjusted annually as provided in section 1 and section 2 below. The Transportation Fee ("TF") will be adjusted in two parts. The TF will be separated into a non-fuel based portion ("TF_{non-fuel}") and a diesel fuel based portion ("TF_{fuel}") based on the following formula:

$$\begin{aligned} TF_{\text{non-fuel}} &= 0.85 \times TF_{\text{orig}} \\ TF_{\text{basefuel}} &= 0.15 \times TF_{\text{orig}} \end{aligned}$$

where TF_{orig} is the Transportation Fee in effect on July 1, 2006.

1. The TF_{non-fuel} portion shall be adjusted annually to reflect seventy-five percent (75%) of the annual change in the Consumer Price Index ("CPI") for All Urban Consumers (Cross Classification of Region and Population Size Class, Northeast/Size Class C Index, All Items) (1982-84 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

$$TF_{\text{non-fuel}} = TF_{\text{non-fuel},n-1} \times (1 + .75 \times ((CPI_n - CPI_{n-1})/CPI_{n-1}))$$

where TF_{non-fuel,n-1} is the TF_{non-fuel} for the immediately preceding Contract Year; CPI_n is, for any Operating Year, CPI for the month of June immediately preceding such Operating Year; and "CPI_{n-1}" is,

for any Operating Year, CPI for the month of June immediately preceding the Operating Year that immediately precedes such Operating Year.

2. The TF_{fuel} portion shall be adjusted semiannually (July 1st and January 1st) based on the following formula to reflect one hundred percent (100%) of the semiannual change in the Northeast Urban Automotive Diesel Fuel (Series ID Number APU010074717) as published monthly by the U.S. Department of Labor, Bureau of Labor Statistics from those in effect July 2006 ("Fuel Price").

$$TF_{\text{fuel}} = TF_{\text{basefuel}} \times (FP_{\text{semi}}/FP_{\text{base}})$$

where FP_{semi} is the Fuel Price for the respective July 1st or January 1st, FP_{base} is the Fuel Price on July 1, 2006.

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

EXHIBIT 2
SCOPE OF SERVICES

SCOPE OF SERVICES

1. Contractor shall own, lease or otherwise provide sufficient equipment including transport vehicles and Trailers necessary to perform the transportation services under this Agreement. Contractor shall operate, maintain and repair all such equipment in accordance with manufacturer's specifications.
2. Contractor shall provide all personnel necessary to properly perform its duties under this Agreement. All Contractor personnel engaged in the performance of Services under this Agreement shall be properly trained, equipped with the requisite safety equipment and licensed to perform the work. All personnel used by Contractor shall be competent and skilled in the performance of the duties to which they are assigned, and shall comply with all Applicable Laws and with all rules and regulations of the Facility.
3. Contractor shall continuously position equipment to accept Ash Residue from the Facility directly from the Ash Residue Load-out Chute into Contractor's Trailers on a twenty-four (24) hours per day, seven (7) days per week basis, and as needed or necessary so as not to impair the efficient and effective operation of the Facility and the Facility's Ash Residue load-out area.
4. Contractor shall provide the services hereunder twenty-four (24) hours a day, seven (7) days a week and for each day of each Operating Year during the term of this Agreement.
5. After Ash Residue has been loaded into Contractor's Trailers, Contractor shall securely replace container lids or covers in locked position prior to the vehicles departing the Ash Residue loading area of the Facility.
6. Each of Contractor's incoming empty Trailers, and each of Contractor's out-going Trailers loaded with Ash Residue, shall be weighed at the Facility scale. The amount of Ash Residue provided to Contractor at the Facility shall be determined by certified scales at the Facility. The scales are operated and maintained by Operator and shall at least annually be certified as accurate in accordance with the standards set by Applicable Laws. CRRA shall cause Operator to provide Contractor's drivers with weight tickets from the certified scales at the Facility for all Ash Residue provided to Contractor. Contractor may have its representatives present at the Facility at any time to observe and verify the accuracy of the weighing of Ash Residue in accordance with the provisions of this Paragraph 6. During any period when there are no certified scales in

operation at the Facility, CRRA will require Contractor to perform off-site weighing of Ash Residue loads at a certified scale designated by CRRA.

7. Contractor shall be required to drain the Ash Residue after discharge from the Ash Residue Load-out Chute.
8. Contractor's vehicles must conform to the Facility's scale dimension of 70' x 12'.
9. Contractor's personnel shall cooperate fully and comply with all Facility rules, regulations, policies and procedures, including the Operator's safety procedures attached hereto and made a part hereof.
10. Contractor shall be responsible for securing and maintaining all necessary or required local, state and federal registrations, permits, licenses, certificates, and approvals necessary for Contractor to perform the services described in this Agreement for the term of this Agreement including any extensions thereto.
11. Contractor shall comply with all Applicable Laws in the performance of its obligations under this Agreement. Contractor shall promptly notify CRRA of any notices of violation, citations, suits, regulatory proceedings, prosecutions, received by or commenced against Contractor or its authorized subcontractors in connection with the performance of its obligations under this Agreement. Contractor also shall immediately notify CRRA of motor vehicle accidents in which Contractor or its authorized subcontractors are involved in the performance of Contractor's obligations under this Agreement.
12. Using the Ash Residue scales located beneath the Ash Residue load-out chutes, Contractor personnel shall monitor the loading of each Ash Residue hauling vehicle in a manner so as not to exceed State of Connecticut laws and regulations governing the maximum road for the Contractor vehicles used for the transportation of Ash Residue.
13. Contractor must be available to provide transport services 7 days a week, 365 days per year. The Putnam Landfill's hours of operation to receive Ash Residue deliveries are between the hours of 7:00 am and 6:00 pm Monday through Saturday and it is closed Sundays, Christmas Day, New Year's Day, Thanksgiving, the Fourth of July, Memorial Day, and Labor Day. Contractor must have the ability to pick up and store and/or hold the Ash Residue until the Putnam Landfill is available to receive such Ash Residue.

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

EXHIBIT 3
OPERATIONS PLAN

I. Listed below is the Contractor owned or leased equipment Contractor shall use in the performance of Services.

II. Listed below is the Contractor's personnel plan by position that Contractor will assign to the performance of Services including the name, address, and telephone number of the subcontractor(s) to be used in the performance of Services.

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

EXHIBIT 4
PERFORMANCE BOND OR LETTER OF
CREDIT

PERFORMANCE BOND OR LETTER OF CREDIT

PERFORMANCE BOND

CONTRACTOR (Name and Address):

SURETY (Name and Principal
Place of Business):

OWNER (Name and Address):

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103

AGREEMENT FOR ASH RESIDUE TRANSPORTATION SERVICES
WALLINGFORD RESOURCES RECOVERY FACILITY

Date:

Amount: \$1,000,000.00

Description (Name and Location):

Wallingford Resources Recovery Facility
530 South Cherry Street
Wallingford, Connecticut

BOND: Performance

Date:

Amount: \$1,000,000.00

TERMS AND CONDITIONS

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the **AGREEMENT FOR ASH RESIDUE TRANSPORTATION SERVICES** **WALLINGFORD RESOURCES RECOVERY FACILITY** (the "Agreement"), the terms of which are incorporated herein by reference. Any singular reference to the Contractor, the Surety, the Owner or any other party herein shall be considered plural where applicable.

2. If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default (as hereinafter defined), the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default (as hereinafter defined) and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default (as hereinafter defined) and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Agreement; or
 - 4.2. Undertake to perform and complete the Agreement itself, through its agents or through independent contractors acceptable to the Owner; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Agreement, and pay to the Owner the amount of damages described in Paragraph 6; or
 - 4.4. Waive its right to perform and complete, arrange for completion or obtain a new contractor acceptable to the Owner and with reasonable promptness under the circumstances:

4.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

4.4.2. Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Agreement;
- 6.2. Additional legal and delay costs resulting from the Contractor's Default, as well as additional legal and delay costs resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages as defined in the Agreement caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner or its successors and assigns.

8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located

and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.

11. When this Bond has been furnished to comply with a statutory or other Legal Requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or Legal Requirement shall be deemed deleted here from and provisions confirming to such statutory or other Legal Requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with any of the terms of the Agreement.

12.2. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement or to perform and complete or comply with the other terms hereof.

CONTRACTOR AS PRINCIPAL

SURETY

Company:

By: _____

By: _____

Its

Its

LETTER OF CREDIT

To Be Issued By a Connecticut Bank
Or By a National Banking Association

Irrevocable Standby Letter Issuance Date: _____, 2006
of Credit No.

Beneficiary: Expiration Date: _____, 200

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, CT 06103

Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. ___ in favor of the "Beneficiary", Connecticut Resources Recovery Authority, at the request and for the account of [Contractor_name and address], for the sum or sums up to the aggregate amount of One Million and NO/100 (\$1,000,000.00) Dollars available for payment against your draft(s) at sight on us.

Drafts must be drawn and presented to us at this office not later than our close of business on _____, 200__ or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter of Credit No. ____."

Drafts must be accompanied by a certified statement from the Beneficiary that [Contractor_name] has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain Agreement For Ash Residue Transportation Services Wallingford Resources Recovery Authority between [Contractor_name] and Beneficiary, dated as of July 1, 2006.

Partial drawings hereunder are permitted.

We hereby agree with you that drafts drawn under and in compliance with the above terms of this Letter of Credit shall be duly and promptly honored on due presentation and delivery to us on or before the above-referenced expiration date or any duly extended expiration date.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of [name of the issuing Connecticut Bank or National Banking Association] under this Letter of Credit is the individual obligation of [name of the issuing Connecticut Bank or National Banking Association] and is in no way contingent upon reimbursement with respect thereto.

It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one (1) year from the expiration date stated above, or any future expiration date, unless not later than ninety (90) days prior to the expiration date stated above or the then current expiration date we notify you by registered mail that we elect not to renew this Letter of Credit for any such additional period.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit shall be duly honored by us at your first demand, notwithstanding any contestation or dispute between you and [Contractor_name], if presented to us in accordance with the provisions hereof.

This Letter of Credit is subject to and governed by the laws of the State of Connecticut, the decisions of the courts of that state, and the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500 and in the event of any conflict, the laws of the State of Connecticut and the decisions of the courts of that state will control. If this Letter of Credit expires during an interruption of business of this bank as described in Article 17 of said Publication 500, [name of issuing Connecticut Bank or National Banking Association] hereby specifically agrees to effect payment if this Letter of Credit is drawn against within thirty (30) days after the resumption of business from such interruption.

Very truly yours,

Authorized Signature for
[name of issuing Connecticut Bank
or National Banking Association]

REQUEST FOR PROPOSALS
ASH RESIDUE TRANSPORTATION SERVICES
FOR
WALLINGFORD RESOURCES RECOVERY FACILITY

EXHIBIT 5
AFFIDAVIT CONCERNING GIFTS



**AFFIDAVIT CONCERNING GIFTS -
CONTRACT AWARD**

Section 4-251 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder/proposer for an Agreement) complete and properly execute this Affidavit Concerning Gifts at the same time that the Contractor executes the Agreement. The purpose of this Affidavit is to ascertain if the Contractor or the Contractor's principals and key personnel or their agents have made any gifts between the date the Contractor submitted its bid/proposal for the Agreement and the date the Agreement is executed by the Contractor to any CRRA personnel that have participated substantially in preparing the bid/proposal solicitation or negotiation or award of the Agreement or to any state officials who have supervisory or appointing authority over CRRA.

If no such gifts have been made, the Contractor should write "None" in the first box in Table 1 and execute this Affidavit at the same time it executes the Agreement.

If the Contractor submitted its bid/proposal for the Agreement prior to June 30, 2006 and the Contractor submits a gift affidavit in accordance with the policy adopted by the Attorney General of the State of Connecticut on January 8, 2004, the Contractor should write "Submitted gift affidavit in accordance with Attorney General's 01/08/04 policy" in the first box in the table and execute this Affidavit at the same time it executes the Agreement.

I, _____, a duly authorized officer and/or representative
of _____ (firm name)
(the "Contractor"), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal for the [Enter name of agreement] (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. (a) The Contractor, (b) any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, and (c) any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal or the negotiation or award of the Agreement provided no gifts other than those listed in Table 1 below during the period between the date the Contractor's bid/proposal for the Agreement was submitted and date the Contractor executes the Agreement to (i) any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal solicitation for the Agreement or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below) and (ii) any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and
4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 1: Gifts Given to Those Listed in Tables 2 and 3 During the Period Between Submission of the Bid/Proposal and Execution of the Agreement *(Attach additional copies of this page as necessary)*

Name Of Recipient of the Gift	Description of the Gift	Value of the Gift	Approximate Date the Gift Was Given

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

Floyd Gent, Director of Operations
Laurie Hunt, Director of Legal Services
Paul Doyle, Part-time Legal Counsel
Virginia Raymond, Senior Analyst

TABLE 3: Public Officials and State Employees of State Agencies Who Have Supervisory or Appointing Authority over CRRA

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator Louis C. DeLuca, Minority Leader of the Senate
Representative James A. Amann, Speaker of the House of Representatives
Representative Robert M. Ward, Minority Leader of the House of Representatives

Signed: _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 200____
The date above must be the same date the Agreement is executed by the Contractor

 Notary Public/Commissioner of the Superior Court

For the purposes of this Affidavit Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

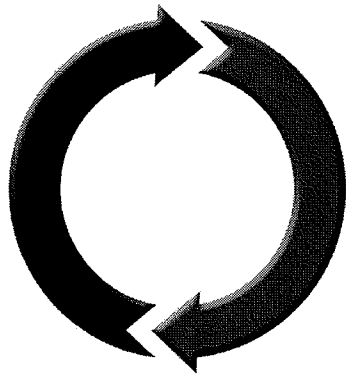
invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.

EXHIBIT 6
**WALLINGFORD PROJECT PERMITTING,
DISPOSAL AND BILLING PROCEDURES**



**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

WALLINGFORD PROJECT

**PERMITTING, DISPOSAL AND BILLING
PROCEDURES**

Effective July 1, 2004

CONNECTICUT RESOURCES RECOVERY AUTHORITY
WALLINGFORD PROJECT
PERMITTING, DISPOSAL AND BILLING PROCEDURES

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1. GENERAL

1.1 Definitions

As used in these procedures, the following terms shall have the meanings as set forth below:

- (a) **“Acceptable Solid Waste”** shall include Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality, and deemed acceptable by the Authority in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Waste Facilities. Pursuant to subsection (7) below the Authority may agree in writing that Solid Waste originating from sources outside Participating Municipalities be deemed Acceptable Solid Waste, so long as it otherwise complies with the requirements specified herein. Acceptable Solid Waste shall include but is not limited to the following:
 - (1) Scrap wood not exceeding six (6) feet in length or width or four (4) inches in thickness;
 - (2) Single trees and large tree limbs not exceeding six (6) feet in length or four (4) inches in diameter and with branches cut to within six (6) inches of the trunk or limb, as the case may be;
 - (3) Metal pipes, tracks and banding or cable and wire not exceeding three (3) feet in length and one and a half (1 1/2) inches in diameter;
 - (4) Cleaned and emptied calls or drums not exceeding five (5) gallons in capacity and with covers removed;
 - (5) Automobile tires without rims exclusively from the residential Solid Waste stream and in limited quantities, if any to be determined by the Authority on a day-to-day basis;
 - (6) Paper butts or rolls, plastic or leather strappings or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and Cut in half lengthwise;
 - (7) Non-processible Waste as defined herein; and
 - (8) Any other Solid Waste deemed acceptable by the Authority in its sole discretion. Acceptable Solid Waste shall not include any unacceptable Non-Processible Waste, Recycling Residue, Recyclable Materials, and/or Special Waste unless such foregoing unacceptable waste is approved by the Authority in accordance with these procedures for disposal at any of the Waste

Facilities or any materials or waste that are or may in the future be required by law and/or regulation to be recycled.

- (b) “**Account**” shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between the Authority and a person, firm or Participating Municipality providing for the use of the Facility and the services in connection therewith.
- (c) “**Authority**” or “**CRRA**” shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut.
- (d) “**Bulky Waste**” shall mean construction, demolition, and/or land clearing debris.
- (e) “**By-Pass Waste**” Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by the Authority for disposal at any other site designated by the Authority.
- (f) “**Contaminated Soil**” shall include soil derived from fuel tank excavation, sludge residue, steel casting sands, metal washdown residue, rust/scale materials, foundry residue, grinding sludge and any other material deemed by the Authority in its sole discretion to be Contaminated Soil.
- (g) “**Designee**” shall mean
 - (1) In the case of a Participating Municipality, a company/entity contracted for and/or licensed by said Participating Municipality to haul waste generated within the boundaries of said Participating Municipality; or
 - (2) In the case of the Authority, any company/entity contracted or authorized by the Authority to haul waste.
- (h) “**Facility**” shall mean the Authority's Resource Recovery Facility located at 530 South Cherry Street in Wallingford, Connecticut 06492.
- (i) “**Hazardous Waste**” shall include any material or substance which is, by reason of its composition or its characteristics or its delivery to the Facility (a) defined as hazardous waste in the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., and any regulations, rules or policies promulgated hereunder, (b) defined as hazardous waste in Section 22a-115 of the Connecticut General Statutes, (c) defined as special nuclear material or by-product material in Section 11 of the Atomic Energy Act of 1954, 42 U.S.C. §2014, and any regulations, rules or policies promulgated hereunder, or (d) regulated under Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. §2605; (e) and any regulations, rules or policies promulgated thereunder, as any of the statutes referred to in clauses (a) through (d) above may be amended; provided, however, that Hazardous Waste shall not include such insignificant quantities of any of the wastes covered by clauses (a), (b) and (d) as are customarily

found in normal household, commercial and industrial waste to the extent such insignificant quantities are permitted by law to be treated and disposed of at the Facility or at sanitary landfills, as applicable. Hazardous Waste shall also include such other waste as deemed by the Authority in its sole discretion to be "Hazardous Waste."

- (j) "**Landfill**" shall mean any properly licensed real property used by any Participating Municipality and/or the Authority for the disposal of Recycling Residue, ByPass Waste, NonProcessible Waste, or residue from the processing and/or incineration of Acceptable Solid Waste at the Waste Facilities.
- (k) "**Member Municipality**" shall mean a Municipality that has contracted with the Authority for waste management services.
- (l) "**Mixed Load**" shall mean waste from more than one Participating Municipality stored and carried in a single vehicle, roll-off box or trailer and delivered to the Facility.
- (m) "**Municipal Solid Waste Management Services Contract**" shall mean the contract between the Authority and a Participating Municipality for the delivery processing and disposal of all Acceptable Solid Waste generated within the boundaries of the Participating Municipalities for disposal at the Project.
- (n) "**Non-Processible Waste**" shall include the following categories of Solid Waste (other than Unacceptable Waste):
 - (1) Street sweepings.
 - (2) Non-combustible construction materials and demolition debris, including masonry, brick and stone, structural steel, re-bar, and structural shapes.
 - (3) Oversized Bulky Waste, that is, items which exceed seven (7) feet by three (3) feet by five (5) feet in size.
 - (4) Tree stumps, logs, brush, and combustible demolition debris which exceed four (4) feet in length and four (4) inches in diameter or four (4) inches in thickness.
 - (5) Other items not normally burned in a mass-burn facility, such as white goods and engine blocks, the processing of which would cause damage to the Facility.
 - (6) Any Solid Waste not classified as Unacceptable Waste from the Participating Municipalities that cannot be burned at the Facility.
 - (7) Any other waste deemed by the Authority in its sole discretion to be "Non-Processible Waste."

- (o) **“Operator”** or **“Operators”** shall mean the organization or personnel in such organization under contract with the Authority for the operation of the Facility.
- (p) **“Participating Municipality”** shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within its corporate limits, and which has executed a Municipal Solid Waste Management Services Contract for disposal at the Facility.
- (q) **“Permittee”** shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to the Authority and have been authorized to use the Facilities by the Authority.
- (r) **“Permit Number”** shall mean the vehicle identification number assigned by the Authority to a Permittee’s waste transportation vehicle for use at the Facilities.
- (s) **“Private/Non-Commercial Hauler”** shall mean shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
- (t) **“Project”** shall mean the facilities constituting the Authority’s Wallingford Project.
- (u) **“Recyclable Materials”** shall mean any materials or waste that are or may in the future be required by law and/or regulation to be recycled.
- (v) **“Residue”** shall mean ash residue or material remaining after the processing and combustion of Acceptable Solid Waste at the Facility.
- (w) **“Roll-Off Box or Trailer”** shall mean all containers, stationary compactors, etc. used for waste requiring a truck chassis for transport.
- (x) **“Safety Violation”** shall mean any act, which jeopardizes the safety of persons or property at the facility.
- (y) **“Solid Waste”** shall include unwanted or discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding semi-solid, liquid materials customarily collected and treated in a municipal sewage and/or water treatment system.
- (z) **“Special Waste”** shall mean materials that are suitable for delivery, at the Authority’s sole and absolute discretion, but which may require special handling and/or special approval by CT DEP or another non-Authority entity.
- (aa) **“Temporary Vehicle”** – shall mean a vehicle not permitted.
- (bb) **“Transfer Station”** shall mean any of the facilities, including all roads appurtenant thereto, owned and/or operated by the Authority for receiving Acceptable Solid Waste from any Participating Municipality for transport to a destination of ultimate disposal.

(cc) **“Unacceptable Waste”** shall include

- (1) Explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259.30 (1990), radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, liquid waste (other than liquid Solid Waste derived from food or food by-products), and hazardous substances of any type or kind (including without limitation those substances regulated under 42 U.S.C. §6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 et. seq. 42 U.S.C. §6901 et. seq.), other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;
- (2) Any item of waste that is either smoldering or on fire;
- (3) Waste in quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil;
- (4) Any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the Facilities (except for ordinary wear and tear), or be in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation;
- (5) Any Solid Waste that is deemed by the Authority in its sole discretion to be not in conformance with the requirements for Acceptable Solid Waste or Non-Processible Waste as set forth in these procedures; and
- (6) Any other waste deemed by the Authority in its sole discretion for any reason to be Recyclable Materials, Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by the Authority to deliver waste to any of the Facilities.

(dd) **“Waste Facilities”** shall mean the Facility and all Transfer Stations and Landfills of the Project.

(ee) **“Waste Hauler”** shall mean shall mean a person or firm, including a “collector” as defined in Section 22a-220a(g) of the Connecticut General Statutes, that derives its main source of income from the collection, transportation, and/or disposal of waste.

1.2 Preamble

The Authority may amend these procedures from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact the Authority at (860) 757-7700 in order to obtain a copy of the procedures in effect. Additional copies of these procedures may be obtained at the cost of reproduction and postage. The procedures are also available on the Authority's website at www.CRRA.org.

1.3 General Principles of Interpretation

- (a) The captions contained in these procedures have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the express terms or provisions of these procedures
- (b) The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice-versa, whenever the context of these procedures so requires.
- (c) The Authority reserves the right to amend these procedures and the definitions herein from time to time as it deems necessary in its sole discretion.
- (d) These procedures are intended to comply and be consistent with each Municipal Solid Waste Management Services Contract for the Project. In the event of any conflict between these procedures and any Municipal Solid Waste Management Services Contract for the Project, the latter shall control.

2. PERMITTING

2.1 Permit Application

- (a) Any Waste Hauler, Private Non-Commercial Hauler, Participating Municipality or any other person or entity that desires to use the Facility shall obtain a permit in accordance with these procedures before delivering to and/or removing waste from the Facility.
- (b) Each applicant for a permit shall complete a permit application and provide to the Authority all of the necessary information requested thereon, including but not limited to:
 - (1) The identification of each vehicle owned, leased or operated by the applicant or its agent and employees and to be used by the applicant at the Facility;
 - (2) The origin of the waste that the applicant's vehicle collects; and
 - (3) All certificates of insurance that the applicant is required to provide pursuant to Section 3 hereof.

In connection with the foregoing, each applicant shall also execute and submit to the Authority all documents attached to the permit application, including but not limited to:

- (1) A Solid Waste Delivery Agreement (if applicable);
- (2) An Attestation Agreement;
- (3) Indemnification Agreement;
- (4) Credit Agreement; and
- (5) Security deposit in the form and amount acceptable to the Authority

2.2 Submission of Permit Application

- (a) Upon applicant's completion of the permit application and execution of all documents attached thereto, the applicant shall submit such permit application and documents and pay the applicable fees to the Authority.
- (b) Pursuant to the submission of a Permit Application to the Authority, each applicant and Permittee hereby agrees to cooperate with the Authority or the Authority's Designee in any matter affecting the orderly operation of the Facility and to fully abide by and comply with these procedures. In addition to the foregoing, each applicant and Permittee acknowledges and agrees that its failure to cooperate with the Authority or the Authority's Designee or to abide by or comply with these procedures shall result in fines and/or suspension or revocation of disposal privileges at the Facility.

2.3 Guaranty of Payment

- (a) Permittee shall submit, along with its permit application, a guaranty of payment satisfactory to the Authority in all respects and in the form of payment a letter of credit, a suretyship bond, cash, or a cashier's check in an amount sufficient to cover at least three (3) month's of waste disposal charges as estimated by the Authority.
- (b) At its sole and absolute discretion, the Authority may review a Permittee's guaranty amount under Section 2.3(a) above and require the Permittee to increase its guaranty amount in the event the average monthly delivery rate of Permittee varies by 10% or more. The Authority shall review a Permittee's guaranty amount as detailed in the foregoing sentence at least semi-annually.
- (c) Additionally, if Permittee submits to the Authority, a letter of credit or suretyship bond, Permittee shall within sixty (60) days before the expiration of the same, renew its letter of credit or suretyship bond and furnish the renewed letter of credit or suretyship bond to the Authority. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by the Authority, Permittee shall immediately submit

to the Authority a new letter of credit or suretyship bond that complies with the requirements of this Section 2.3.

- (d) If the Permittee fails to comply with any of the requirements of this Section 2.3, or fails to maintain adequate security, then the Authority may deny Permittee any further access to the Facility and/or revoke or suspend Permittee's permit for the same.

2.4 Issuance and Renewal of Permit

- (a) Provided that the applicant has submitted its permit application and all other documents required to be submitted hereunder to the Authority, applicant has paid to the Authority the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to the Authority, then the Authority may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
 - (1) The Permittee shall be assigned an Account number;
 - (2) All of the vehicles listed on the Permittee's permit application shall be assigned a decal with a Permit Number, which decal shall be prominently and permanently affixed by the Permittee in a location clearly visible to the scalehouse operator and as designated by the Authority;
 - (3) Each Permittee's Roll-off Boxes and Trailers shall be assigned a decal- and the decal shall be prominently and permanently affixed by the Permittee in a location clearly visible to the scalehouse operator, as designated by the Authority; and
 - (4) Trucks arriving at the scale house without the assigned Authority Permit Number displayed shall be denied access to the Facility.
- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by the Authority. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to the Authority a renewal permit application together with the pertinent renewal fee for the same within twenty (20) days before the end of each fiscal year. The renewal fees to be paid by each Permittee hereunder shall be determined by the Authority on an annual basis. Any Permittee who fails to perform its renewal obligations under this Section 2.4(c) shall be denied access to the Facility by the Authority until such Permittee performs such renewal obligations.
- (d) At its sole and absolute discretion, the Authority may issue a Permittee a Temporary Permit for a vehicle this is not currently authorized under Section 2. A Temporary Permit may be issued for a substitute vehicle due to an emergency breakdowns and/or the use of a demonstration vehicle. Temporary Permits are valid for up to six (6) days and are issued once every 60 days, per Permittee. During any time period when a

Permittee's vehicle is denied disposal privileges, no temporary permits will be granted to the Permittee that is denied disposal privileges.

2.5 Tare Weights

- (a) Tare weights of all vehicles, trailers, and Roll-off Boxes shall be established after delivery of the first load under a new permit at the Facility. Such tare weights shall be obtained at the direction and under the procedures set forth by such facility's scalehouse.
- (b) After the initial tare weights have been obtained, Authority and/or Operator may require the verification of tare weights on a random basis to verify weight records. Haulers shall cooperate with the Authority and/or Operator to provide such data as required.
- (c) Haulers may request spot tare weight checks for their trucks only if the spot checks do not negatively impact the operations of the Facility as determined by the Authority at its sole and absolute discretion.
- (d) At the direction of the Authority or the Authority's Designee, haulers failing to comply with the foregoing tare weight procedures shall be billed as follows:
 - (1) The vehicles last known tare weight; or
 - (2) A maximum 22 net tons.
- (e) If hauler fails to comply with the terms of this Section 2.5 and hauler(s) is billed in accordance with subsection (d) above, then hauler's disposal privileges shall be denied until hauler complies with the terms of this Section 2.5.

2.6 Miscellaneous

- (a) If the Permittee acquires any vehicle that is not authorized under the Permittee's permit, then the Permittee shall submit an amended permit application to the Authority pursuant and subject to the above procedures set forth in this Section 2.
- (b) Permittees are responsible for all charges, costs expenses, disposal fees and fines incurred under the permit.
- (c) If Permittee's permit is lost or stolen, Permittee is responsible for all costs, charges, expenses, disposal fees and fines incurred until said Permittee notifies the Authority in writing of the lost or stolen permit.
- (d) Permittee shall give the Authority advance written notice of any changes in such Permittee's business operation that would have a material effect on Permittee's delivery schedules or weight records and shall include the effective date(s) of such changes. Such changes of Permittee's business operation shall include, but not be limited to, the following:

- (1) Changes in name or mailing address;
- (2) Changes in phone number(s);
- (3) Changes in physical location of Permittee's business; and
- (4) Changes in the Permittee's business structure, including but not limited to the acquisition of other hauling companies that would impact Permittee's volume of waste deliveries to the Waste Facilities.

2.7 Municipal Permits

If Participating Municipality requires haulers to register or obtain a permit to haul, all Permittees shall be required to register with such Participating Municipality from which it will collect from and deliver waste. Also, each Participating Municipality has established its own permit, registration, and/or inspection requirements, which must be followed in addition to these procedures.

3. INSURANCE

3.1 Insurance

- (a) Each Permittee shall procure and maintain, at its own cost and expense, throughout the term of any permit issued to such Permittee, the following insurance, including any required endorsements thereto and amendments thereof:
 - (1) Commercial general liability insurance alone or in combination with, commercial umbrella insurance with a limit of not less than one million (\$1,000,000.00) dollars each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
 - (2) Business automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million (\$1,000,000.00) dollars each accident.
 - (3) Workers' compensation insurance with statutory limits and employers' liability limits of not less than five hundred thousand (\$500,000.00) dollars each accident for bodily injury by accident and five hundred thousand (\$500,000.00) dollars for each employee for bodily injury by disease.
- (b) Each applicant or Permittee shall submit, along with its permit or permit renewal application to the Authority, an executed original certificate or certificates for each

above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced in Section 3.1(c) below. Additionally, each Permittee shall furnish to the Authority within thirty (30) days before the expiration date of the coverage of each above required insurance a certificate or certificates containing the information required in Section 3.1(c) below and certifying that such insurance has been renewed and remains in full force and effect.

- (c) All policies for each insurance required above shall:
 - (1) Name the Authority as an additional insured (this requirement shall not apply to Business automobile liability or workers' compensation insurance);
 - (2) Include a standard severability of interest clause;
 - (3) Provide for not less than thirty (30) days' prior written notice to the Authority by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
 - (4) Hold the Authority free and harmless from all subrogation rights of the insurer; and
 - (5) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that the Authority may have shall be deemed in excess of such primary insurance.
- (d) All policies for each insurance required above shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of B+ VIII or better, or otherwise deemed acceptable by the Authority in its sole discretion.
- (e) Subject to the terms and conditions of this Section 3.1, an applicant or Permittee may submit to the Authority documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability, business automobile liability insurance and employers' liability insurance.
- (f) If any Permittee fails to comply with any of the foregoing insurance procedures, then the Authority may in its sole discretion deny such Permittee any further access to the Facility and/or suspend or revoke its permit for same.
- (g) No provision of this Section 3.1 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages or other costs and expenses.
- (h) The Authority shall not, because of accepting, rejecting, approving, or receiving any certificates of insurance required hereunder, incur any liability for:

- (1) The existence, non-existence, form or legal sufficiency of the insurance described on such certificates,
 - (2) The solvency of any insurer, or
 - (3) The payment of losses.
- (i) For purposes of this Section 3, the terms “applicant” or “Permittee” shall include any subcontractor thereof.

3.2 Indemnification

Permittee shall at all times defend, indemnify and hold harmless the Authority, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and court costs) arising out of injuries to the person (including death), damage to property or other damages alleged to have been sustained by: (a) the Authority, any Operator, or any of their respective directors, officers, employees, agents or subcontractors or (b) Permittee or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse the Authority for damage to property of the Authority caused by Permittee or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Permittee's obligations under this Section 3.2 shall survive the termination or expiration of Permittee's permits.

4. OPERATING AND DISPOSAL PROCEDURES

4.1 Delivery of Acceptable Solid Waste

Any Permittee that has a solid waste delivery agreement with the Authority shall deliver Acceptable Solid Waste only to those Waste Facilities designated by the Authority.

4.2 Access to the Facility

Within the boundaries of the Town of Wallingford, all Permittees delivering waste to the Facility from Participating Municipalities shall use the routes specified below:

- (a) North Haven and Hamden – I-91 North to Exit 13; North on South Colony (Route 5 north), to west on John Street and south on South Cherry Street to the Facility.
- (b) Meriden – I-91 South to Exit 13 and the same route as above from that point on.

- (c) Cheshire - First choice - east on Route 68 to I-91, south to Exit 13. Second choice - east on Cook Hill Road to south on South Turnpike Road and then east on Toelles Road to South Colony. In both cases trucks shall proceed north on South Colony to west on John Street and south on South Cherry Street to the Facility.
- (d) Any hauler who violates the truck routes described in this section shall be subject to the penalties set forth in **Appendix A** hereof.
- (e) Trucks are not to be left unattended while on or off the Facility site if doing so impedes the approach to or exit from the Facility.
- (f) No waste hauler/driver shall possess, consume, nor be under the influence of any illegal, controlled or intoxicating substances while at the Facility site.
- (g) Lighted cigarettes or other sources of combustion are not to be in or around the tipping floor/pit area/dumpsters.
- (h) Waste haulers at the Facility who discover a fire in their truck (hot loads) shall be diverted to the staging area outside the tipping floor to unload. Operator shall call the Wallingford Fire Department to extinguish all fires.
- (i) In the event of explosions, incidents, or Facility damage which impairs the flow of traffic or ability to dispose of Acceptable Solid Waste at the Facility, haulers shall follow directions and procedures of Operator.
- (j) Any damage to a hauler's truck or equipment alleged to have occurred at the Facility shall be reported immediately to the Operator.
- (k) After appropriate notification, Operator will bill haulers for damage to the Facility or equipment caused by their drivers and/or equipment.
- (l) Waste haulers should make every effort to unload in an expedient manner to assure even traffic flow through the Facility. There will be no scavenging of refuse at the Facility.
- (m) Foul language and inappropriate behavior are not permitted on site e.g., spitting, swearing, lewd gestures, littering, etc.
- (n) Restroom facilities are not available. There will be no defecating or urinating on site.
- (o) Any waste hauler who commits a maintenance violation shall be subject to the penalties set forth in **Appendix A** hereof.
- (p) All Hazardous Waste shall be rejected from the Facility if delivery is attempted. Haulers who have received weight tickets for loads, which contain a portion of Hazardous Waste, shall not receive a credit for any rejected portion.

- (q) Waste haulers shall dispose of the Hazardous Waste at their cost at a site and in a manner prescribed by law.
- (r) In addition to any costs and damages described herein, waste haulers shall pay all costs and damages which include but are not limited to removal, disposal, liabilities for third parties, repairing any damage to the Facility, cleanup, transportation, attorneys' fees, containment, and court costs.
- (s) Any hauler who attempts to deliver or delivers Hazardous Waste shall be subject to the penalties set forth in **Appendix A** hereof
- (t) The following wastes are banned at the Facility.
 - (1) BULKY AND OVERSIZED WASTE – Such items as dirt, brick, stone, asphalt, asphalt shingles or roofing, concrete, demolition material, drywall or wallboard, large items containing a metal structure such as bedsprings, mattresses or furniture, tree stumps, wooden skids, logs, wood exceeding 4 inches in diameter or 4 feet in length, and brush (small bundles of brush from residential pick-ups where branches do not exceed 2” in diameter and 3 feet in length will be accepted).
 - (2) HAZARDOUS WASTE – See definition of Hazardous Waste.
 - (3) SCRAP METALS - Large metal items such as auto parts, structural steel, re-bar, pipe, refrigerators, stoves, air conditioners, boilers, hot water heaters, bicycles, lawn mowers and lawn furniture.
 - (4) OTHER ITEMS THAT ENDANGER THE FACILITY - Such items as gasoline cans, propane tanks, pyrotechnics or fireworks, explosives, ammunition, sawdust and compressed gas cylinders of any kind.
 - (5) ROLLS OF PAPER AND ROLLED CARPETS - Carpets will be accepted if cut into pieces whose largest dimension does not exceed 3 feet. Large loads of carpeting will be rejected, even if cut.
 - (6) CORRUGATED CARDBOARD AND OFFICE PAPER - Significant quantities of these materials in a waste load will be rejected.
 - (7) ITEMS IN QUANTITIES WHICH WOULD CAUSE PROBLEMS - Items such as large quantities of plastic or tin cans in a load.
 - (8) DRUMS, BALES OR CONTAINERS
 - (9) GRASS CLIPPINGS
 - (10) TIRES

- (11) YARD WASTE - Significant quantities of leaves.
- (12) RECYCLABLES - Significant quantities of the following items will not be accepted at the Facility: Newspapers, cardboard, office paper, glass bottles and jars, food and beverage cans, plastic containers, batteries from vehicles, aluminum, white goods, and other scrap metals.
- (13) MEDICAL WASTE - Includes such items as cultures and stocks of infectious agents and associated biological, pathological waste, human blood and blood products, used sharps (i.e. syringes, needles, and surgical blades), contaminated animal carcasses, surgery or autopsy wastes, discarded medical equipment and isolation wastes.

THE ABOVE INFORMATION DOES NOT INCLUDE A COMPLETE LIST OF WASTE WHICH MAY BE REJECTED. IT IS MEANT TO ILLUSTRATE THE TYPES OF WASTE THAT MAY BE REJECTED.

FAILURE TO COMPLY WITH THESE PROCEDURES REGARDING PROHIBITED WASTES WILL RESULT IN FINES AND REJECTED WASTE LOADS.

- (u) Unacceptable Waste by source includes waste from a jurisdiction not authorized by Participating Municipalities or the Authority. This includes jurisdictions other than Participating Municipalities and haulers bringing in Solid Waste from a Participating Municipality for which they are not permitted to do so.
- (v) Unacceptable Waste and Non-Processible Waste shall be rejected from the Facility if delivery is attempted. Haulers shall dispose of the rejected Unacceptable Waste and Non-Processible Waste at a site and in a manner prescribed by law. Haulers who have received weight tickets for loads that contain a portion of Unacceptable Waste and Non-Processible Waste shall not receive a credit for any rejected portion.
- (w) Notwithstanding any other provision within these procedures, the Authority and/or Operator shall have the right to reject any of the following items delivered to the Facility:
 - (1) Unacceptable Waste;
 - (2) Non-Processible Waste and Recyclable Materials;
 - (3) Truckloads of Solid Waste that consist of more than fifty percent (50%) of Non-Processible Waste and/or Recyclable Materials;
 - (4) Acceptable Solid Waste delivered to the Facility at times other than the hours designated for delivery in the annual service plan;

- (5) Acceptable Solid Waste delivered in vehicles not conforming with the requirements set forth in the annual service plan;
 - (6) Solid Waste delivered by any person without a valid waste disposal license or permit from a Participating Municipality and the Authority;
 - (7) Materials, the processing of which (a) the Operator and the Authority agree or (b) the Operator clearly demonstrated, will cause applicable air quality or water effluent standards to be violated by the normal operation of the Facility; and
 - (8) Materials, the processing of which the Operator and the Authority agree will cause combustion residue standards under applicable law to be violated by the normal operation of the Facility.
- (x) A flat fee of \$100.00 per occurrence will be charged for reloading any of the above-mentioned materials onto a hauler's trucks.
 - (y) Any hauler who attempts to deliver or delivers prohibited waste as described in this Section 4 shall be subject to the penalties set forth in **Appendix A** hereof.
 - (z) During any time period when a Permittee's vehicle is denied disposal privileges, no permits (including temporary) will be granted to the Permittee.

4.3 Hours for Delivery

- (a) The operating hours, including the list of holidays, can be obtained by contacting the Authority's Billing Department at (860)-757-7700 or visiting the Authority's website at www.CRRA.org.
- (b) The Authority may, with at least thirty (30) days prior written notice, change the hours of operation for any of the Facilities. Holiday and emergency closings and any schedule of make-up hours will be posted as needed at each of the Facilities.

4.4 Disposal Procedures

- (a) Any waste hauler who commits a Safety Violation shall be subject to the penalties set forth in **Appendix A** attached hereto and made a part hereof.
- (b) Waste hauler shall comply with all applicable laws and regulations.
- (c) As to open-topped vehicles and containers: Connecticut Motor Vehicle Regulations require the contents of containers to be secured with a screen or other material having perforations of a size not greater than two square inches. The Facility will not accept any vehicles over the scale that does not comply with these regulations. Waste must be secured to prevent leakage or spillage from any vehicle and container.

- (d) Waste hauler traffic is in a one-way direction between entering and exiting at the scalehouse. All trucks must proceed with care and follow directions issued by the Operator, which may include diverting their load elsewhere. Any hauler's truck observed not driving on the paved roadways will be invoiced a \$200.00 road cleaning charge.
- (e) Unloading and cleaning out vehicles is only permitted on the tipping floor.
- (f) Upon exiting the scale, trucks shall proceed to the enclosed tipping floor and wait for an available bay to unload per the direction of the Operator. Trucks shall stay in marked lanes and back into the tipping area. Drivers should ascertain correct placement of the container before releasing their load.
- (g) Trucks may be directed to a specific area on the tipping floor to unload for examination of solid waste being delivered. Spot checks may result in some materials being rejected or in the discovery of Hazardous Waste.
 - (1) For Non-Processible Solid Waste which is not Hazardous Waste, the hauler may be required, at the discretion of the Authority and/or Operator, to reload such materials for disposal at another location.
 - (2) If Hazardous Waste is discovered, haulers shall remain at the Facility until appropriate public health and law enforcement officials arrive.
- (h) Waste haulers shall form a single file line at the scale. Vehicles should not proceed on or off the scale until instructed to do so by the scalehouse attendant. All vehicles must stop prior to driving onto the scale. If a line should form from the scalehouse onto South Cherry Street, those trucks waiting in line to enter the Facility from South Cherry St. should not block the road in a manner that would impede traffic on South Cherry Street.
- (i) The speed limit at the Facility is 15 m.p.h. This speed limit will be enforced. Failure to comply will result in individual drivers being fined and/or prohibited from using the Facility. Waste haulers shall follow standard vehicle safety procedures at all times.
- (j) Trucks with mechanical problems shall exit the Facility, or if disabled, request towing immediately, so inbound and outbound roads will be clear to other traffic. Under no circumstances are repairs to be

4.5 Weight Tickets

- (a) The driver of each truck disposing of waste shall be presented a weight ticket from the scalehouse attendant. The ticket shall indicate date, hauler's company name, vehicle and container identification numbers, gross weight, tare weight, net weight, origin of waste and time. Each driver will be responsible for identifying the community for which he is hauling.
- (b) If a driver fails to sign for or receive a weight ticket, the appropriate hauling company shall be billed for such delivery as if a weight ticket had been signed and received.

- (c) Drivers are responsible for checking weight tickets for accuracy. All discrepancies should be brought to the attention of the Authority and/or the scale operator as soon as possible. The Authority assumes no responsibility for unreported errors.
- (d) At the discretion and request of the Authority, the Permittee/hauler shall disclose to the Authority the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
- (e) The Permittee/hauler shall use its best efforts to identify and provide the Authority written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable the Authority to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

4.6 Temporary Emergency Access To The Facilities

At its sole discretion and subject to any conditions or restrictions that it deems appropriate, the Authority may on a case by-case basis allow a Permittee temporary emergency access to the Facilities for the purpose of delivering Acceptable Waste and/or Acceptable Recyclables to the same with a vehicle, roll-off box or trailer that is not authorized pursuant to these procedures to do so; provided, that such Permittee notifies the Authority at least twenty-four (24) hours in advance of Permittee's need for such temporary emergency access.

4.7 Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating Municipalities

- (a) Delivery of Mixed Loads of Acceptable Solid Waste from Multiple Participating Municipalities ("Acceptable Mixed Loads") will be accepted by the Authority only if the following criteria are met:
 - (i) The Acceptable Mixed Loads do not contain any Acceptable Solid Waste that originated from a non Participating Municipality.
 - (ii) The entire Acceptable Mixed Load must contain Acceptable Solid Waste that would otherwise have been billed to the Permittee.
 - (iii) At the discretion and request of the Authority, the Permittee/hauler shall disclose to the Authority the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
 - (iv) The Permittee/hauler shall use its best efforts to identify and provide the Authority written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable the Authority to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

- (v) Permittee/hauler shall not deliver any Acceptable Mixed Load to any Waste Facility unless all of the Acceptable Solid Waste in the Acceptable Mixed Load is authorized to be disposed of at such Waste Facility.
- (vi) Any delivery of an Acceptable Mixed Load must be billed in its entirety to the Permittee/hauler that delivers the Acceptable Mixed Load to the Waste Facility.

5. BILLING

5.1 Payment of Invoices

Invoices shall be issued by the Authority and payable as follows: The Authority shall issue an invoice to each Permittee, at a minimum, on a monthly basis, and each Permittee shall pay such invoice within twenty (20) days from the date of such invoice or within the time specified in Permittee's specific contract with the Authority.

5.2 Liability for Payment of Invoices

Any Permittee who delivers waste to the Facility by means of any vehicle, roll-off box or trailer that is owned, leased or operated by either such Permittee or by any other Permittee, person or entity, shall be responsible for the payment of any invoice issued by the Authority in connection with such delivery of such waste and the subsequent disposal or processing thereof by the Authority.

5.3 Past Due Invoices

- (a) If a Permittee fails to pay in full any invoice issued by the Authority pursuant to Section 5.1 on or before the close of business of the twentieth (20th) day following the date of such invoice, then such invoice shall be deemed past due and a delayed payment charge of one percent (1%) of the amount past due shall be imposed commencing on the thirtieth (30th) day following the invoice date and continuing on a monthly basis following such thirty (30) day period until such invoice is paid in full. If a Permittee's specific contract language with the Authority differs from the foregoing, then the specific contract language of Permittee shall prevail.
- (b) In accordance with Connecticut General Statutes Section 22a-220c(c), if a hauler is delinquent in paying any invoice to the Authority for three consecutive months, then the Authority must notify any municipality served by hauler of hauler's delinquency.

5.4 Miscellaneous

If any Permittee fails to pay any invoice under this Section 5 by the due date for such invoice, then the Authority may in its sole discretion deny such Permittee any further access to the Facility and/or suspend or revoke its permit for the same until such Permittee pays in full to the Authority all past due invoices including any interest thereon. Additionally, the Authority may in its sole discretion pursue any remedies available to it at law or in equity, including but

not limited to procuring the amounts owed from such Permittee's guaranty of payment, in order to collect such amounts. In connection therewith, the Permittee shall also be liable for all costs, expenses or attorneys' fees incurred by the Authority in collecting the amounts of past due invoices owed by such Permittee to the Authority, whether or not suit is initiated.

5.5 Return Check Policy

- (a) For each check returned to the Authority, the Permittee will be charged a processing fee of \$50.00. In addition, Permittee must immediately submit a replacement check in the full amount by either a bank or certified check and/or may be denied access to the facilities until such payment is received and processed by the Authority.
- (b) Permittees who have two returned checks within a four (4) month billing period will be required to submit all future payments by either bank or certified check for minimum period of six (6) months or longer as determined by the Authority.

5.6 Disputes on Billing

In the event of a dispute on any portion of any invoice, the Permittee shall be required to pay the full amount of the disputed charge(s) when due, and the Permittee shall, within thirty (30) days from the date of the disputed invoice, give written notice of its dispute to the Authority. Such notice shall identify the disputed bill/invoice, state the amount in dispute and set forth a detailed statement of the grounds on which such dispute is based. No adjustment shall be considered or made by the Authority for the disputed charge(s) until notice is give as aforesaid.

6. SANCTIONS

6.1 Sanctions

- (a) Permittee must adhere to the terms of these Procedures. In addition to the other remedies available to the Authority hereunder, the Authority may at its sole discretion impose the sanctions, as liquidated damages, against any Permittee who violates any provision of these Procedures. See **Appendix A** attached hereto for examples of violations and their applicable sanctions but this is not a complete listing of all violations and applicable sanctions.
- (b) In the event that an individual/Permittee disrupts the operation of, or creates a disturbance or acts in an unsafe or unruly manner at any of the Facilities, then the Authority may in its sole discretion prohibit such individual from entering the premises of all or any part of the Project for a period to be determined by the Enforcement/Recycling Director.
- (c) The Authority may in its sole discretion reduce the sanctions authorized in **Appendix A** if the Authority determines that the circumstances involving the offense warrant such reduction.

- (d) In addition to any other violations of these procedures, sanctions shall be imposed by the Authority for the following:
 - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and the Authority for the delivery of Acceptable Solid Waste by Permittee to the Project;
 - (2) Delivery of waste from a municipality and representing that such waste is from another municipality; and
 - (3) Delivery of an Acceptable Mixed Load(s) of Acceptable Solid Waste that does not conform to the requirements of Section 4.7 herein.
- (e) If a Permittee does not commit a violation during the six (6) month period following the Permittee's most recent violation, then the Permittee's record may be considered clear and any subsequent violation after the six (6) month period may be considered the Permittee's first violation.

6.2 Appeal Process

A Permittee/Hauler will have the right to appeal a monetary violation imposed against it by CRRA to the Appeal Committee.

The following process must be followed to preserve your appeal rights:

- (a) Within 10 days of the date of the monetary violation, Permittee/Hauler must contact the CRRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford CT 06114 or facsimile at 860-278-8471 to request the incident report and supporting documentation ("Incident Report") on the violation of issue.
- (b) The Field Manager of Enforcement/Recycling will send Permittee/Hauler the Incident Report via certified mail/return receipt; with a cover letter noting the date your request was received.
- (c) Within 5 days of the receipt of the Incident Report, if Permittee/Hauler has contradicting evidence or other information ("Permittee/Hauler Information") that would contest the Incident Report, Hauler/Permittee must send a letter to the Director of Enforcement/Recycling at 100 Constitution Plaza, Hartford CT 06103, via certified mail/return receipt, explaining the reason for the appeal with a copy of the Permittee/Hauler Information.
- (d) No appeal will be granted if Permittee/Hauler has not submitted evidence that contradicts the Incident Report.
- (e) No appeal will be granted if Permittee/Hauler has not responded in the timeframe outlined above.

- (f) The Appeal Committee shall consist of three (3) members: CRRA Director of Operations or designee, CRRA Controller or designee, and an impartial uninvolved ad hoc hauler member selected from a list of haulers registered to use the CRRA facilities. The hauler selected will be from the facility for which the monetary violation was issued.
- (g) The Appeal Committee will review the Incident Report and Permittee/Hauler Information. The Appeal Committee will notify Permittee/Hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. If there is a tie due to abstention, the appeal will be granted. This decision is final.
- (h) If an appeal is granted, the Appeal Committee, in its decision will determine by majority vote, the adjustment, if any, to the violation. If there is a tie due to abstention, no adjustment will be made. The Appeal Committee may decrease or dismiss the sanction, but at no time will a sanction be increased.

7. LEGAL

7.1 Consistent with Municipal Solid Waste Management Services Contract

It is intended that these procedures be consistent with the Municipal Solid Waste Management Services Contract and with the applicable provisions of law. If any inconsistency should nevertheless appear, the applicable provisions of the Municipal Solid Waste Management Services Contract or the laws of the State of Connecticut shall control.

7.2 Governing Law

These Procedures shall be governed by and construed in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

APPENDIX A

Number of Violations	Safety Violations	Maintenance Violations	Hazardous Waste Violation	Non-Processible Waste Violation	Unacceptable & Misrepresentation of Origin Violation	Truck Route Violation
Examples of Violations (Not limited to)	Speeding; No back-up alarm; Unsecured door	Motor Vehicle Operation; Failure to Follow Instructions; No Tarp	Any Delivery of Hazardous Waste or medical waste to Facilities	Household furniture, white metals, scrap metals, Bulky Waste	Any Delivery of Unacceptable Waste or Misrepresentation of Origin of Delivered Waste	Any Use of Permittee's Vehicle On Non-Authorized Truck Route
1st	\$250.00	Written Warning to the Permittee	\$1,000.00	Written Warning to the Permittee	Written Warning to the Permittee	\$125.00
2nd	\$500.00	\$100.00	\$1,500.00	\$100.00	\$500.00	\$250.00
3rd	\$1,000.00	\$250.00	\$2,000.00	\$250.00	\$1,000.00	\$500.00
4th	\$1,500.00	\$750.00	\$3,000.00	\$750.00	\$1,500.00	\$1,000.00
5th	\$2,000.00	\$1,250.00	\$4,000.00	\$1,000.00	\$2,000.00	\$1,500.00
6th	\$2,500.00	\$2,500.00	\$5,000.00	\$1,500.00	\$2,500.00	\$3,000.00

Notes:

1. First, all Violations are done **By Location**.
2. Second, Violations are done **By Type**.
3. The above list does not include a complete list of violations. It is meant to illustrate the types of offenses that may constitute a violation.
4. Disposal privileges may be denied or suspended for serious or repeated violations.
5. Reloading charges may be applicable for certain waste violations and are payable to either CRRRA or the waste-to-energy facility operator, in accordance with the respective waste-to-energy project agreements.

EXHIBIT 7
GUARANTY (IF NECESSARY)

GUARANTY

This Guaranty made and dated as of _____, 2006 (the Guaranty") from a corporation duly organized and existing under the laws of the State of _____ (the Guarantor") to the Connecticut Resources Recovery Authority (the "Authority"), a public instrumentality and political subdivision of the State of Connecticut (the "State"),

WITNESSETH:

WHEREAS, the Authority intends to enter into an agreement with the ("Company") for the transportation of Ash Residue generated at the Wallingford Resources Recovery Facility in accordance with the Agreement for Ash Residue Transportation Services Wallingford Resources Recovery Facility between the Authority and the Company dated as of [_____], 2006 (the "Agreement");

WHEREAS, the Guarantor will receive a material and direct benefit from the execution of said Agreement;

NOW THEREFORE, in consideration of the execution and delivery of the Agreement, and intending to be legally bound hereby, the Guarantor does hereby agree as follows:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

Section 1.1. Guarantor Representations and Warranties. _____, as Guarantor, hereby represents and warrants that:

(1) The Guarantor has been duly incorporated and validly exists as a corporation in good standing under the laws of the State of _____ and is not in violation of any provision of its certificate of incorporation or its by-laws, has power to enter into this Guaranty and, by proper corporate action, has duly authorized the execution and delivery of this Guaranty.

(2) Neither the execution and delivery of this Guaranty, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms and conditions of this Guaranty is prevented or limited by or conflicts with or results in a breach of or violates the terms, conditions or provisions of any contractual or other restriction on the Guarantor, or constitutes a breach under any of the terms of its Certificate of Incorporation or by-laws, or violates any agreement or instrument of whatever nature to which the Guarantor is now a party or by which the Guarantor or its property is bound, or constitutes a default under any of the foregoing or violates any federal, state or local law, rule or regulation applicable to the Guarantor.

(3) The assumption by the Guarantor of its obligations hereunder will result in a material financial benefit to the Guarantor.

(4) This Guaranty constitutes a valid and legally binding obligation of the Guarantor, enforceable in accordance with its terms.

(5) There is no action or proceeding pending or to the best of its knowledge threatened against the Guarantor before any court or administrative agency that would adversely affect the ability of the Guarantor to perform its obligations under this Guaranty and all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Guaranty or in connection with the performance of the Guarantor's obligations hereunder have been obtained as required hereunder or by law.

(6) Neither the nature of the Guarantor or any subsidiary of the Guarantor or of any of their respective businesses or property, nor any relationship between the Guarantor or any subsidiary and any other person, nor any circumstance in connection with the execution or delivery of the Agreement, is such as to require the consent, approval, or authorization of or filing, registration, or qualification with any governmental authority on the part of the Guarantor or any subsidiary, as a condition of the execution and delivery of the Agreement or any agreement or document contemplated thereby or the performance thereof.

(7) The Guarantor is familiar with the terms of the Agreement and consents to the terms thereof.

ARTICLE II GUARANTY

Section 2.1 Agreement to Perform and Observe Obligations of Company under the Agreement. The Guarantor hereby unconditionally and irrevocably guarantees to the Authority the full and prompt performance and observance of each and all of the covenants and agreements required to be performed and observed by the Company, including any obligation to pay damages, under the Agreement, including all amendments and supplements thereto.

Section 2.2 Guaranty Absolute and Unconditional. The obligations of the Guarantor hereunder are absolute and unconditional and shall remain in full force and effect until the Company shall have fully and satisfactorily discharged all of its obligations under the Agreement, and irrespective of any assignment of the Agreement or of any termination of the Agreement except in accordance with the express provisions thereof (and payment of all amounts due thereunder), and shall not be affected by (a) any set-off, counterclaim, recoupment, defense (other than payment itself) or other right that the Guarantor may have against the Authority, (b) the failure of the Authority to retain or preserve any rights against any person (including the Company) or in any property, (c) the invalidity of any such rights which the Authority may attempt to obtain, (d) the lack of prior enforcement by the Authority of any rights against any person (including the Company) or in any property, (e) the dissolution of the Company, (f) any claim by the Company or the Guarantor of impossibility of performance of the

Agreement, (g) any claim by the Company or the Guarantor of commercial frustration of purpose with respect to the Agreement, or (h) any other circumstance which might otherwise constitute a legal or equitable discharge of a guarantor or limit the recourse of the Authority to the Guarantor; nor shall the obligations of the Guarantor hereunder be affected in any way by any modification, limitation or discharge arising out of or by virtue of any bankruptcy, arrangement, reorganization or similar proceedings for relief of debtors under federal or state law hereinafter initiated by or against the Company or the Guarantor. The Guarantor hereby waives any right to require, and the benefit of all laws now or hereafter in effect giving the Guarantor the right to require, any such prior enforcement as referred to in (d) above, and the Guarantor agrees that any delay in enforcing or failure to enforce any such rights shall not in any way affect the liability of the Guarantor hereunder, even if any such rights are lost; and the Guarantor hereby waives all rights and benefits which might accrue to it by reason of any of the aforesaid bankruptcy, arrangement, reorganization, or similar proceedings and agree that its liability hereunder for the obligations of the Company under the Agreement shall not be affected by any modification, limitation or discharge of the obligations of the Company or the Guarantor that may result from any such proceeding. This Section 2.2 shall not constitute a waiver of any rights of the Company under the Agreement.

Section 2.3 Waivers by the Guarantor. The Guarantor hereby waives all notices whatsoever with respect to this Guaranty, including, but not limited to, notice of the acceptance of this Guaranty by the Authority and intention to act in reliance hereon, of its reliance hereon, and of any defaults by the Company under the Agreement except as provided therein. The Guarantor hereby consents to the taking of, or the failure to take from time to time, without notice to the Guarantor, any action of any nature whatsoever with respect to the obligations of the Company under the Agreement and with respect to any rights against any person (including the Company) or in any property, including, but not limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases. To the extent permitted by law, the Guarantor hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the Guarantor hereunder.

Section 2.4 Agreement to Pay Attorney's Fees and Expenses. The Guarantor agrees to pay to the Authority on demand all reasonable costs and expenses, legal or otherwise (including counsel fees), which may be incurred in the successful enforcement of any liability of the Guarantor under this Guaranty. No delay in making demand on the Guarantor for performance of the obligations of the Guarantor under this Guaranty shall prejudice the right of the Authority to enforce such performance.

Section 2.5 Consent to Assignment. It is understood and agreed that all or any part of the right, title and interest for the Authority in and to this Guaranty may be assigned by the Authority to a trustee. The Guarantor consents to any such assignment and the Guarantor further agrees that the trustee, acting under the aforesaid assignment and in accordance with this Guaranty, shall be entitled to proceed first and directly against the Guarantor under this Guaranty without first proceeding against any other party.

ARTICLE III SPECIAL COVENANTS

Section 3.1 Maintenance of Corporate Existence; Consolidation, Merger, Sale or Transfer. The Guarantor covenants that it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided, however, that the Guarantor may consolidate with or merge into another entity, or permit one or more other entities to consolidate with. or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve if the successor entity (if other than the Guarantor) assumes in writing all the obligations of the Guarantor hereunder and, if such successor entity is other than an affiliate of the Guarantor, has a net worth immediately after such consolidation, merger, sale or transfer at least equal to that of the Guarantor immediately prior to such event, and, if required, is duly qualified to do business in the State of Connecticut.

If a consolidation, merger or sale or other transfer is made as permitted by this Section 3.1, the provisions of this Section 3.1 shall continue in full force and effect and no further consolidation merger or sale or other transfer shall be made except in compliance with the provisions of this Section 3.1.

Section 3.2 Assignment. Without the prior written consent of the Authority, this Guaranty may not be assigned by the Guarantor, except pursuant to Section 3.1 hereof.

Section 3.3 Qualification in Connecticut. The Guarantor agrees that, so long as this Guaranty is in effect, if required, the Company will be duly qualified to do business in Connecticut and, if necessary, in order for the Guarantor to perform its obligations as required hereunder, the Guarantor will qualify to do business in Connecticut.

Section 3.4 Agent for Service. The Guarantor irrevocably: (a) agrees that any suit, action or other legal proceeding arising out of this Guaranty may be brought in the courts of the State of Connecticut or the courts of the United States located within the State of Connecticut; (b) consents to the jurisdiction of each such court in any suit, action or proceeding; and (c) waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any such courts. During the term of this Guaranty the Guarantor irrevocably designates the Secretary of the State of the State of Connecticut, whose address is Hartford, Connecticut, as its agent to accept and acknowledge in its behalf service of any and all process in any suit, action or proceeding brought in any such court and agrees and consents that any such service of process upon either agent shall be taken and held to be valid personal service upon the Guarantor whether or not the Guarantor shall then be doing, or at any time shall have done, business within the State of Connecticut, and that any such service of process shall be of the same force and validity as if service were made upon the Guarantor according to the laws governing the validity and requirements of such service in such state, and waives all claims of error by reason of any such service. Such agents shall not have any power or authority to enter any appearance or to file any pleadings in connection with any suit, action or other legal

proceeding against the Guarantor or to conduct the defense of any such suit, action or any other legal proceeding.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Binding Effect. This Guaranty shall inure to the benefit of the Authority and its successors and assigns and shall be binding upon the Guarantor and its successors and assigns.

Section 4.2 Amendments, Changes and Modifications. This Guaranty may not be amended, changed or modified or terminated and none of its provisions may be waived, except with the prior written consent of the Authority and of the Guarantor.

Section 4.3 Execution in Counterparts. This Guaranty may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Guaranty.

Section 4.4 Severability. If any clause, provision or Section of this Guaranty shall be held illegal or invalid by a court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Guaranty shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Guaranty is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligations of the Guarantor to the fullest extent permitted by law.

Section 4.5 Captions. The captions or headings in this Guaranty are for convenience only and in no way define, limit or describe the scope or intent of any sections of this Guaranty.

Section 4.6 Governing Law. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

**ARTICLE V
TERM OF GUARANTY**

Term. This Guaranty shall remain in full force and effect from the date hereof until all obligations of the Company under the Agreement have been fully performed.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed in its name and in its behalf by its duly authorized officers as of the ___ day of _____, 2006.

Accepted and agreed this ___ of _____, 2006.

[GUARANTOR]

By: _____

Title:

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____

Name:

Title: