

WALLINGFORD SOLID WASTE DELIVERY AGREEMENT

This WALLINGFORD SOLID WASTE DELIVERY AGREEMENT (the "Agreement") is made and entered into as of this 1st day of July, 2007, by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, Hartford, Connecticut 06103-1722 (hereinafter "CRRA") and _____, having its principal offices at _____, _____ Connecticut, _____ (hereinafter "Hauler", the term "Hauler" also includes any affiliates, subsidiaries, related entities, employees and/or agents).

Preliminary Statement

Pursuant to the terms and conditions set forth below, CRRA is willing to accept "Acceptable Solid Waste," as defined in CRRA's *Wallingford Project Permitting, Disposal and Billing Procedures* ("Procedures"), attached hereto as **Exhibit A** and made a part hereof, generated within the corporate boundaries of Cheshire, Hamden, Meriden, North Haven, or Wallingford, Connecticut (the "Listed Municipalities") and delivered by Hauler to the Wallingford resources recovery facility located at 530 South Cherry Street in Wallingford, Connecticut (the "Designated Facility").

NOW, THEREFORE, in consideration of CRRA issuing to Hauler a permit to dispose of Acceptable Solid Waste at the Designated Facility, the mutual covenants, promises and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRRA and Hauler hereby agree as follows.

Terms and Conditions

1. All terms that are not defined in this Agreement shall have the same respective meanings assigned to such terms in the Procedures attached hereto as **Exhibit A** and made a part hereof. The Procedures are hereby made a part of this Agreement in their entirety.
2. Prior to delivering any Acceptable Solid Waste to the Designated Facility, Hauler shall obtain all permits that are required by the Procedures and shall comply with all other pre-delivery requirements set forth therein and in the applications (including instructions) for such permits. At all times, Hauler shall comply with the Procedures, including any amendments thereto, that are made by CRRA from time to time.
3. Prior to delivering any Acceptable Solid Waste to the Designated Facility, Hauler shall submit, along with its permit application, a guaranty of payment satisfactory to CRRA in all respects and in the form of a letter of credit, a surety bond or a cashier's check in an amount sufficient to cover at least three (3) months of waste disposal charges as

estimated by CRRA. At its sole discretion, CRRA shall reassess the amount of the foregoing guarantee as defined in the Procedures.

4. Hauler shall amend its letter of credit or surety bond or provide any additional cashier's checks to CRRA if requested to do so by CRRA for any additional amounts, as provided in the Procedures. Further, if Hauler submits to CRRA either a letter of credit or surety bond, Hauler shall, within sixty (60) days before the expiration of the same, renew the letter of credit or surety bond and shall promptly furnish the renewed letter of credit or surety bond to CRRA. If Hauler's letter of credit or surety bond is canceled or terminated, Hauler shall immediately submit to CRRA a new letter of credit or surety bond that complies with the requirements of this paragraph 4. If Hauler fails to comply with any of the requirements of this paragraph 4, then CRRA, at its sole discretion, may temporarily or permanently deny Hauler any further access to the Designated Facility and/or revoke its permit for the same until the requirements of this paragraph 4 are met.
5. During the term of this Agreement, Hauler shall deliver to the Designated Facility all Acceptable Solid Waste generated within the corporate boundaries of any of the Listed Municipalities that Hauler collects pursuant to this agreement or otherwise, or that comes into Hauler's possession through other means.
6. For the purposes of this Agreement, the term Fiscal Year shall mean a year commencing July 1st and terminating June 30th of the following year. Hauler shall pay to CRRA a Service Fee of fifty-nine and 00/100 (59.00) dollars for each ton of Acceptable Solid Waste generated in Fiscal Year 2008 within the corporate boundaries of any of the Listed Municipalities and delivered to the Designated Facility by Hauler pursuant to this Agreement. The Service Fee for each subsequent Fiscal Year under this Agreement shall be established by the CRRA Board of Directors not less than One Hundred Fifty (150) days prior to the commencement of each Fiscal Year. In adopting its annual budget for each Fiscal Year, CRRA shall set the Service Fee consistent with the Service Payment (uniform cost per ton) imposed on the Listed Municipalities as determined in accordance with the waste delivery agreements between CRRA and its Listed Municipalities. During the term of this Agreement, the Service Fee imposed on the Hauler for each Fiscal Year shall not exceed the Service Payment imposed on the Listed Municipalities for the same Fiscal Year.
7. Hauler acknowledges and agrees that the foregoing Service Fee may be modified by the CRRA Board of Directors from time to time.
8. In the event that Hauler fails to comply with any of its obligations under this Agreement, such failure shall constitute an event of default on the part of the Hauler hereunder and CRRA shall have the right to: 1) to suspend CRRA's performance under the Agreement; 2) to take such commercially reasonable steps as appropriate to protect CRRA's interests; and/or 3) to exercise any remedy(s) available at law or in equity to CRRA.

9. Hauler further undertakes to reimburse CRRA for damage to property of CRRA caused by Hauler or its subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Hauler's obligations under this paragraph 9 shall survive the termination or expiration of the Agreement.
10. Hauler shall pay any invoices rendered by CRRA for any charges, costs, and credits incurred in connection with this Agreement, including but not limited to disposal charges, penalties, fines, interest charges, attorneys fees and adjustments, within twenty (20) days from the date of such invoice. If Hauler fails to do so, CRRA, at its sole discretion, may immediately deny Hauler any further access to the Facility and/or revoke its permit for the same until Hauler pays in full to CRRA all past due invoices including any interest thereon. In the event CRRA denies Hauler further access to the Designated Facility and/or revokes its permit in accordance with paragraph 4 and this paragraph 10, Hauler is not relieved of its legal responsibilities to perform its obligations under this Agreement.
11. Any Acceptable Solid Waste delivered by Hauler must comply with the requirements for Acceptable Solid Waste set forth in the Procedures. If Hauler does not comply with these requirements set forth in this paragraph 11, CRRA, at its sole discretion, may deny Hauler temporarily or permanently any further access to the Designated Facility and/or revoke its permit for the same.
12. This Agreement may not be assigned in whole or in part by the Hauler, and shall be void if so assigned, except upon express written consent of CRRA. In the event of a dissolution of or merger involving Hauler, Hauler shall promptly provide CRRA with written notice of such event, including the effective date thereof.
13. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
14. This Agreement 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.
15. The term of this Agreement shall commence on July 1, 2007 (the "Commencement Date") and shall continue until June 30, 2010. This Agreement shall become effective on the Commencement Date, subject to the approval of CRRA's Board of Directors.
16. This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof and supercedes any and all previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

17. Hauler agrees to modify the terms of this Agreement if CRRA requests such reasonable modifications necessitated by CRRA's financing purposes.
18. During the term of this Agreement, CRRA shall have the right, exercisable at CRRA's sole and absolute discretion and from time to time, to direct Hauler to deliver Acceptable Solid Waste from the Designated Facility to the CRRA's "Mid-Connecticut Facility" located at 300 Maxim Road, Hartford, Connecticut, or CRRA's "Bridgeport Facility" located at 6 Howard Avenue, Bridgeport, Connecticut. Upon CRRA exercising its foregoing diversion right and notifying Hauler of such action, Hauler shall deliver Acceptable Solid Waste to the Mid-Connecticut Facility or the Bridgeport Facility in accordance with the terms and conditions of this Agreement. For any foregoing diverted Acceptable Solid Waste, Hauler shall receive a transportation credit from CRRA of Twelve and NO/100 (\$12.00) Dollars for each ton of Acceptable Solid Waste required by CRRA to be diverted and delivered to and accepted at the Mid-Connecticut Facility or at the Bridgeport Facility. The foregoing transportation credit shall be applied to the prevailing Service Fees owed by Hauler pursuant to Paragraph 6 of this Agreement. If Hauler fails to properly divert Acceptable Solid Waste from the Designated Facility as directed by CRRA in accordance with this paragraph, Hauler shall be required to pay CRRA the then-prevailing tip fee of the Mid-Connecticut Facility or the Bridgeport Facility for each ton of Acceptable Solid Waste that was not properly diverted in accordance with the provisions of this paragraph.
19. Hauler agrees to the following: (1) Hauler agrees and warrants it 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 Hauler that such disability prevents performance of Hauler's services in any manner prohibited by the laws of the United States or of the State of Connecticut; (2) Hauler 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 Hauler that such disability prevents performance of its services; (3) Hauler agrees, in all solicitations or advertisements for employees placed by or on behalf of Hauler, 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"); (4) Hauler agrees to provide each labor union or representative of workers with which Hauler has a collective bargaining agreement or other contract or understanding and each vendor with which Hauler has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative and vendor of Hauler'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; (5) Hauler 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 (6) Hauler 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 Hauler 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, Hauler 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

[HAULER NAME]

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By: _____

By: _____

Its _____
Duly Authorized

Thomas D. Kirk
Its President
Duly Authorized

EXHIBIT A

Wallingford Project Permitting, Disposal And Billing Procedures

DRAFT