

AGREEMENT

THIS AGREEMENT (this "Agreement") is made by and between the **CITY OF HARTFORD** (the "City"), with an office at 550 Main Street, Hartford, Connecticut, and the **CONNECTICUT RESOURCES RECOVERY AUTHORITY** ("CRRA") and its successors, with a principal place of business at 100 Constitution Plaza, Hartford, Connecticut, (collectively, the "Parties").

RECITALS

A. The City is a municipal corporation that owns approximately 124.432 acres of land in the North Meadows area of Hartford (the "Property"). CRRA, under a certain lease with the City, and under permits transferred to it or obtained by it, operates a solid waste and ash residue disposal area on the Property (the "Landfill").

B. CRRA, established in 1973, is a "body politic and corporate, constituting a public instrumentality and political subdivision of the state . . . established and created for the performance of an essential public and governmental function," including operation and maintenance of solid waste disposal facilities and ash residue disposal areas in accordance with the state solid waste management plan. Conn. Gen. Stat. §§ 22a-261 through 22a-278, inclusive; §§ 22a-285a through 22a-285k, inclusive.

C. CRRA holds all permits and approvals for the operation of the Landfill.

D. The Landfill is reaching its maximum capacity for both solid waste and ash residue and must be closed, and thereafter monitored and maintained for at least thirty (30) years. For purposes of this Agreement, "Closure" and "Post-Closure Care and Monitoring" are as defined in Regulations of Connecticut State Agencies §22a-208-1 et seq., Section 6, 7, 8 herein, and as otherwise required by applicable Governmental Authorities and under Applicable Law. The costs to implement Closure and Post-Closure Care and Monitoring requirements and to comply with Applicable Law shall be herein referred to as "Costs." The Parties dispute who should be responsible for the payment of Costs associated with the Solid Waste component of the Landfill: it is otherwise agreed that CRRA is responsible for the Costs associated with the Ash Residue component of the Landfill.

E. CRRA is requesting the City's cooperation in obtaining an approval from the Department of Environmental Protection (the "DEP") for the application to modify the Solid Waste "Permit to Operate" for the Hartford Landfill, as revised, dated July 13, 2006, as may be amended or supplemented, Application Nos. 200602060 and 200602061 (the "Application").

F. CRRA and the City agree to cooperate to obtain approval from the State Legislature and the State Bond Commission to provide State funding for a portion of the Costs.

G. This effort involves a significant expenditure of both the City's and CRRA's resources. The parties are willing to accept the effort and expenditures on the terms of this Agreement, in exchange for CRRA's release of any claim against the City for Costs, and the City's assistance in obtaining such approval, all to the extent provided in this Agreement. Further, the City and CRRA will expend significant resources in obtaining State approval to provide funding for a portion of the Costs. It is therefore the intent of the Parties, subject to the fulfillment of the terms of this Agreement, that the City shall have no responsibility for the Landfill Closure, Post Closure Care and Monitoring requirements, and any Costs associated therewith.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants made herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. As used in this Agreement, the following terms have the following respective meanings:

“Applicable Law” means any and all laws, statutes, ordinances, rules, regulations, orders or determinations of Governmental Authorities.

“Business Day” means each day on which state offices in the State of Connecticut are open for business.

“Governmental Authorities” means all federal, state or local governmental bodies, instrumentalities or agencies, including all political subdivisions of the State of Connecticut.

2. The City and CRRA agree that this Agreement is a binding and enforceable agreement approved by CRRA's Board of Directors and by the requisite Governmental Authorities of the City of Hartford. Upon full satisfaction of the conditions set forth in Section 9 hereof, CRRA hereby forever releases the City from any obligation it may have (if any) to pay, or to reimburse, such Costs, and waives any claim it may now or hereafter have (if any) to seek payment or reimbursement of Costs from the City. Upon satisfaction of such conditions, CRRA shall deliver to the City a release and indemnity in the form attached hereto as Exhibit A and an amended lease as provided in Section 10, herein and attached hereto in Exhibit B. For purposes of this Agreement, Costs shall include but not be limited to all Closure and Post-Closure Care and Monitoring costs required by the DEP and/or the United States Environmental Protection Agency or any other applicable Governmental Authority with authority over the Landfill or otherwise required under Applicable Law, including operation and

maintenance costs, permit compliance and renewal costs and any changes to regulation or policy at any time affecting the Landfill Closure or Post-Closure Care and Monitoring. Nothing herein shall prevent or limit CRRA from challenging such Governmental Authority policy and not complying with such policy until a final determination by the court.

3. CRRA has developed with City review, and CRRA has incorporated the City's comments as appropriate, in the Application and has submitted such Application to DEP for approval. CRRA acknowledges that the future use of the Property is of critical importance to the City. If the City desires re-use of the Landfill, where such reuse would change the permit to be issued by DEP under the Application or would change the closure plan for the Ash Disposal Area, and result in increased costs, then any such increased costs associated with such permit or closure plan change would be borne by the City.

4. CRRA shall maintain complete and accurate records with respect to all revenues generated or Costs avoided from use of any additional capacity of the Landfill attributable to the permit issued under the Application. Upon 30 Business days written notice to CRRA, the City shall be allowed access to all CRRA's records (including financial records) relating to such increased use, including volumes, tipping fees and costs, so that an accurate evaluation of the avoided costs and/or additional revenue being generated from the additional capacity of the Landfill may be ascertained and monitored by the City.

5. The Parties have negotiated in good faith a Host Community Agreement associated with the Application with respect to the benefits accruing to the City thereby (in addition to relief from Costs), which are described hereto as Exhibit C.

6. CRRA's Closure obligations shall include those outlined in the Application, and CRRA's permit to construct and operate the Ash Disposal Area of the Landfill, or as otherwise required by the DEP and current and future Applicable Law.

7. The CRRA shall be solely responsible for performance, monitoring and maintaining of the Post-Closure Care and Monitoring of the Landfill. Post-Closure Care and Monitoring activities (which include repair and replacement activities) shall: (i) meet the requirements of all existing and future site permits and current and future Applicable Law; (ii) meet site-specific requirements imposed by DEP or other Governmental Authorities; and (iii) be for the full duration of the Post-Closure period. It is acknowledged by CRRA that the scope of activities required for Post-Closure Care and Monitoring may change over the duration of the Post-Closure period. CRRA's responsibilities for the Post-Closure Care and Monitoring shall continue for the period required by Applicable Law, applicable permits, or the DEP. If required by Applicable Law, applicable permits or the DEP, CRRA shall be responsible for obtaining and

thereafter implementing regulatory approvals necessary to conduct the decommissioning activities and to obtain regulatory certification(s) that such activities are complete.

8. The City shall retain all rights to determine the Post-Closure use and/or development of the Property, provided such use and/or development shall not unreasonably interfere with CRRA's Post-Closure Care and Monitoring obligations and further provided that any costs to accomplish such re-use or redevelopment shall be the City's responsibility, without any charge or recourse to or against CRRA. CRRA shall endeavor, to the extent practicable, to accommodate the City's re-use or redevelopment objectives.

9. Except as explicitly provided herein, all of the obligations and agreements of the Parties as set forth in this Agreement are subject to satisfaction of the following conditions:

a. Appropriation by the State Bond Commission, in whole or in part, or by such other legislative means, of at least Fifteen Million Dollars (\$15,000,000) for the Landfill Closure or Post-Closure Care and Monitoring.

b. The DEP's approval of the Application by April 15, 2007, wherein such Application would allow CRRA to dispose of approximately an additional 300,000 cubic yards of material in the Landfill.

10. Upon satisfaction of the conditions set forth in Section 9, the Parties shall execute a Mutual Release and Indemnity Agreement and a Lease Amendment substantially in the form attached as Exhibits A and B respectively, relieving the City of all responsibility for Closure and Post-Closure Care and Monitoring, and maintenance, and the Costs thereof, and reflecting the provisions of this Agreement, and CRRA shall execute and shall file such documents as are necessary to satisfy DEP that an agreement is in place between the parties assigning Closure and Post-Closure Care and Monitoring obligations to CRRA under §22a-209-13(h) Regulations of Connecticut State Agencies.

11. a. In the event that the requirements of Section 9(b) are met, if funds are generated from the sources described in Section 9(a) to pay Costs but such Section 9(a) funds are not sufficient to constitute satisfaction of the Section 9(a) conditions, any such funds previously, now or hereafter generated or obtained from such sources, or otherwise required to be reserved or that are in fact reserved by CRRA for Closure and Post-Closure Care and Monitoring of the Landfill, shall serve to mitigate any claims CRRA may have against the City for payment or reimbursement of Costs.

b. In the event that the requirements of Section 9(b) are not met, unless CRRA and the City shall have otherwise resolved their differences in writing regarding payment of Costs, the parties are then able to pursue any arguments they may

have against each other regarding payment of such Costs, provided however, that any funds received pursuant to Section 9(a) shall first be deducted from Costs.

c. Nothing herein stated shall relieve or prevent CRRA from otherwise reserving, or continuing to reserve, funds on its own account, for the Closure and Post-Closure Care and Monitoring of the Landfill. Provided the requirements of Section 9(b) are met, such funds shall be segregated and treated as provided in this Agreement. Nothing herein shall relieve CRRA of its obligations to implement Closure and Post-Closure Care and Monitoring actions as required by Applicable Law and permits.

d. The funds appropriated by the State Bond Commission referenced in Section 9(a) above shall be deposited and held segregated by CRRA from other funds of CRRA in a dedicated account to be used solely for Closure or Post-Closure Care and Monitoring, as appropriate. Quarterly statements of the amount in such account shall be sent to the City, and the City shall have the right to monitor such account in a manner as provided in Section 4, above.

12. It is understood that the Property represents a prime location for potential development or redevelopment as a commercially valuable project. It is the intent of the parties to negotiate, in good faith, amendments to the permit issued under the Application to allow for such future reuse, or for the use or reuse of resources existing in the Landfill that may have value in the future. The City shall pay for any increase in Costs of the Closure and Post-Closure Care and Monitoring of the Landfill as a result of such amendments. Any value in such resources shall be the property of the City.

13. By entering into this Agreement, neither party is waiving any right, claim or defense it may have against the other, except as expressly provided herein. Except as expressly provided herein, each party may assert such claims at any time without prior notice, and without breach of this Agreement; provided no claim covered by this Agreement shall be made by either party unless and until it is apparent, in the sole judgment of the claiming party, that either or both of the conditions of Section 9 will not be satisfied.

14. The Parties hereby acknowledge, recognize and understand that nothing in this Agreement shall constitute, be construed to constitute, or be treated as an admission of any fact or liability or responsibility by either of them. Any obligation taken hereunder is in settlement of a disputed claim.

15. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective Parties.

16. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, provision or condition to persons or circumstances (other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut, without regard to its conflicts of law principles.

18. The provisions of this Agreement may be modified or amended, in whole or in part, only by a declaration in writing, executed and acknowledged by the Parties.

19. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

20. This Agreement supersedes all prior negotiations, agreements and understandings between the parties, whether written or oral, with respect to the subject matter hereof.

21. Words such as “hereunder,” “hereto,” “hereof” and “herein” and other words of similar import shall, unless the context requires otherwise, refer to the whole of this Agreement and not to any particular article, section, paragraph or clause hereof. A reference to “including” means including without limiting the generality of any description preceding such term and a general statement, followed by an enumeration of specific matters, shall not be limited or restricted to those specifically mentioned.

22. All notices to be given hereunder shall be given in writing (whether or not so specified in a particular provision) within a reasonable time unless otherwise specifically provided.

23. The City and CRRA have participated in the drafting of this Agreement and any ambiguity contained in this Agreement shall not be construed against either Party solely by virtue of the fact that such Party may be considered the drafter of this Agreement or any particular part hereof.

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By: Thomas D Kirk
Thomas D. Kirk
President

Date: 2/1/07

STATE OF CONNECTICUT)
) ss. February 1, 2007
COUNTY OF HARTFORD)

Personally appeared Thomas D Kirk, CONNECTICUT
RESOURCES RECOVERY AUTHORITY, signer of the foregoing instrument, who
acknowledged the same to be his free act and deed as such President,
and the free act and deed of CONNECTICUT RESOURCES RECOVERY
AUTHORITY, before me.

Dayl A U
Notary Public Commission 1
My Commission Expires: September 07

Exhibit A

Mutual Releases and Indemnity

MUTUAL RELEASE AND INDEMNIFICATION AGREEMENT

THIS MUTUAL RELEASE AND INDEMNIFICATION AGREEMENT

(this "Mutual Release and Indemnification Agreement") is made and entered into by and between the **CITY OF HARTFORD** (the "City") with an office at 550 Main Street, Hartford, Connecticut, and the **CONNECTICUT RESOURCES RECOVERY AUTHORITY** ("CRRA") and its successors, with a principal place of business at 100 Constitution Plaza, Hartford, Connecticut, (collectively, the "Parties").

RECITAL

WHEREAS, the Parties have entered into that certain Agreement, effective as of _____, _____, pursuant to which the Parties agreed to execute this Mutual Release and Indemnification Agreement upon full satisfaction of Section 9 of the Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants made herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. Capitalized terms used in this Mutual Release and Indemnification Agreement and not otherwise defined shall have the respective meanings set forth in the Agreement.
2. The Parties hereby agree that the conditions set forth in Section 9 of the Agreement have been satisfied.
3. To the extent permitted by Applicable Law, CRRA hereby forever releases the City from any obligation the City may have (if any) to pay, or to

reimburse, CRRA for, and waives any claim CRRA may now or hereafter have (if any) to seek payment or reimbursement from the City for: (i) Costs; (ii) attorneys' or consultants' fees incurred or that may be incurred by CRRA regarding the Landfill; and (iii) the obligations, liability, and responsibility of CRRA under the Agreement, the Fourth Amendment to Lease Agreement, and the Easement Agreement.

4. To the extent permitted by Applicable Law, the City hereby forever releases CRRA from any obligation CRRA may have (if any) to pay, or to reimburse, the City for, and waives any claim the City may now or hereafter have (if any) to seek payment or reimbursement from CRRA for: (i) costs for the future reuse or redevelopment of the Landfill in excess of (a) Costs or (b) costs as provided for in Exhibit C of the Agreement; (ii) attorneys' or consultants' fees incurred or that may be incurred by the City regarding the Landfill through and including the date of Landfill Closure; and (iii) attorneys' or consultants' fees that may be incurred by the City after the date of Landfill Closure for the City's routine review of records, documents, submittals, or issues regarding CRRA's Post-Closure Care and Monitoring obligations.

5. To the extent permitted by Applicable Law, CRRA agrees to indemnify, defend and hold harmless the City from any loss, liability, claim, damage, expense, cost (including reasonable attorneys' fees and expenses), direct or indirect, resulting from any claim that may be made against the City with respect to: (i) the matters addressed in paragraph 3 hereof; and (ii) CRRA Obligations, as such term is defined in Section 3.2 of the Easement Agreement between the City and CRRA.

6. To the extent permitted by Applicable Law, the City agrees to indemnify, defend and hold harmless CRRA from any loss, liability, claim, damage, expense, cost (including reasonable attorneys' fees and expenses), direct or indirect, resulting from any claim that may be made against CRRA with respect to the matters addressed in paragraph 4 hereof.

7. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective Parties.

8. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, provision or condition to persons or circumstances (other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut, without regard to its conflicts of law principles.

10. The provisions of this Agreement may be modified or amended, in whole or in part, only by a declaration in writing, executed and acknowledged by the Parties.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the Parties have signed this Agreement, effective as of the date of execution last written below.

THE CITY OF HARTFORD

By: _____
Eddie A. Perez
Mayor

Date: _____

STATE OF CONNECTICUT)
) ss.
COUNTY OF)

Personally appeared Eddie A. Perez, Mayor of the CITY OF HARTFORD, signer of the foregoing instrument, who acknowledged the same to be his free act and deed as such mayor, and the free act and deed of the CITY OF HARTFORD, before me.

Notary Public/Commissioner of the Superior Court
My Commission Expires:

APPROVED AS TO FORM AND LEGALITY

John Rose, Jr., Corporate Counsel

CONNECTICUT RESOURCES RECOVERY
AUTHORITY

By: _____

Date: _____

STATE OF CONNECTICUT)
) ss.
COUNTY OF _____)

Personally appeared _____, CONNECTICUT RESOURCES
RECOVERY AUTHORITY, signer of the foregoing instrument, who acknowledged the
same to be his free act and deed as such _____, and the free act and
deed of CONNECTICUT RESOURCES RECOVERY AUTHORITY, before me.

Notary Public
My Commission Expires:

Exhibit B

Lease Amendment

**FORM OF
FOURTH AMENDMENT TO
LEASE AGREEMENT**

This FOURTH AMENDMENT TO LEASE AGREEMENT (the "Fourth Amendment") is made and entered into as of the ____ day of _____ 2007, by and between the **CITY OF HARTFORD**, a municipal corporation having its territorial limits within the County of Hartford and the State of Connecticut and having a principal place of business at 550 Main Street, Hartford, Connecticut 06103 (the "City"), and 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 (the "Authority").

PRELIMINARY STATEMENT

The City, as landlord, and the Authority, as tenant, entered into a Lease Agreement dated as of July 1, 1982, whereby the City demised and leased to the Authority, and the Authority leased from the City, certain Demised Property upon which the Authority operates a certain sanitary solid waste landfill known as the Landfill (the "Initial Lease"). The Initial Lease was amended pursuant to a First Amendment to Lease Agreement dated June 5, 1991, a Second Amendment to Lease Agreement dated as of December 29, 1995, and a Third Amendment to Lease Agreement dated as of November 17, 1998 (the Initial Lease, as so amended, the "Lease").

The City and the Authority now desire to further amend the Lease to effectuate the terms of a certain Agreement between the City and the Authority dated as of _____, 2007 (the "Agreement"), a copy of which Agreement is attached hereto as Exhibit A and made a part hereof. The Easement Agreement, the form of which is attached hereto as Exhibit B and made a part hereof, is also necessary to effectuate the terms of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 2601 of the Initial Lease, the parties hereto hereby agree to amend the Lease as follows.

TERMS AND CONDITIONS

1. **Definitions.** Words or terms bearing initial capital letters that are used and not defined in this Fourth Amendment shall have the meanings assigned to such words or

terms in the Lease or the Agreement. To the extent words or terms have conflicting definitions in the Lease and the Agreement, the definitions in the Agreement shall control.

2. **Amended Terms.** The following sections of the Lease are hereby repealed, replaced or amended:

(a) Section 301, Term of Lease, is hereby deleted and the following is inserted in its place: "The term of this Lease and the estate hereby created (collectively, the "term of this Lease") shall commence on July 1, 1982 (the "Commencement Date"), and shall end on the Termination Date, which shall be the earlier of (i) the date on which the Authority completes Closure of the Landfill in accordance with the Application and the Permit issued thereunder, as certified to the City and the DEP by an experienced, reputable professional engineer licensed in the State of Connecticut, or (ii) the date upon which the term may expire or be terminated pursuant to any of the provisions of this Lease or pursuant to law. The term of this Lease shall consist of an "Initial Term" and a "Primary Term" as more particularly set forth in Section 302."

(b) Section 503, Plan of Operation, is hereby amended by adding the following at the end: "The Authority shall be responsible for, and shall commence with reasonable diligence, Closure of the Landfill, which Closure obligations shall include those outlined in the Application, the Permit issued thereunder, and the Authority's permit to construct and operate the Ash Disposal Area of the Landfill, or as otherwise required by the DEP and current and future Applicable Law."

(c) Section 1201, Surrender, is hereby amended by deleting the phrase "grade, seed and cover" and inserting in lieu thereof the phrase "implement Closure as required in the Application and the Permit issued thereunder and as otherwise required by DEP for".

(d) Section 1302, Amendments, is hereby deleted and the following is inserted in its place: "The City shall cooperate with the Authority for the purpose of procuring additional permits and amendments to existing permits as may be required by DEP for the use and operation of the Demised Property in connection with the Authority's Closure and Post-Closure Care and Monitoring obligations under the Agreement."

(e) Section 1401, Alterations and Additions, is hereby amended by deleting clause (iii) in the first sentence, and substituting a new clause (iii) as follows: "(iii) such additions, alterations, substitutions and replacements shall be expeditiously completed in compliance with DEP approval, including the Application and the Permit issued thereunder, and all laws, ordinances, orders, rules, regulations and requirements applicable thereto." Section 1401, Alterations and Additions, is hereby further

amended by deleting the word "costs" in the second sentence, and inserting in lieu thereof the word "Costs".

3. **Ratification**. Except as specifically amended by this Fourth Amendment, all of the terms, covenants and provisions of the Lease are hereby ratified and confirmed in all respects and declared to be and shall remain in full force and effect.

[Signature page follows]

461038 v.01 S1

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be duly authorized and executed effective as of the day and year first set forth above.

Signed, sealed and delivered
In the presence of:

CITY OF HARTORD

By: _____
Eddie A. Perez
Its Mayor
Duly Authorized

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

EXHIBIT A

Copy of the Agreement

461038 v.01 S3

EXHIBIT B

Form of Easement Agreement

461038 v.01 S4

FORM OF
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Easement Agreement") is made as of the ___ day of _____, 200__ by and between the **CITY OF HARTFORD**, a municipal corporation having its territorial limits within the County of Hartford and the State of Connecticut, and having a principal place of business at 550 Main Street, Hartford, Connecticut 06103 (the "City"), and 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").

RECITALS

WHEREAS, the City is the owner of that certain piece or parcel of land with approximately 124.432 acres located in the North Meadows area of the City and more particularly described on Schedule A attached hereto and made a part hereof (the "Property"); and

WHEREAS, CRRA operates a solid waste and ash residue disposal area on the Property (the "Landfill") pursuant to that certain Lease Agreement between the City and CRRA dated as of July 1, 1982, which was amended pursuant to a First Amendment to Lease Agreement dated June 5, 1991, a Second Amendment to Lease Agreement dated as of December 29, 1995, a Third Amendment to Lease Agreement dated as of November 17, 1998, and a Fourth Amendment to Lease Agreement dated as of _____, 2007 (as so amended, the "Lease"); and

WHEREAS, the City and CRRA have entered into that certain Agreement dated as of _____, 2007 (the "February 2007 Agreement") in order to clarify Closure and Post-Closure Care and Monitoring obligations for the Landfill. A copy of the February 2007 Agreement is attached hereto as Schedule B and made a part hereof; and

WHEREAS, the City and CRRA desire to enter into this Easement Agreement with respect to the access and use by CRRA of the Property on the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** Words or terms bearing initial capital letters that are used and not defined in this Easement shall have the meanings assigned to such words or terms in the February 2007 Agreement.

2. **Term.** This Easement shall terminate and be of no further force and effect upon the completion of the Post-Closure Care and Monitoring requirements, including the decommissioning of the facility and equipment, to the satisfaction of DEP, evidence of which satisfaction shall be recorded on the Hartford Land Records.

3. **Easement.**

3.1 **Grant.** The City hereby grants to CRRA, its successors and assigns, the nonexclusive easement rights across, on, under, over and through the Property set forth in Section 3.3 below, which rights shall be exercised solely for the purpose of fulfilling the CRRA Obligations (as hereinafter defined) as set forth in Section 3.2 below.

3.2 **CRRA Obligations.** CRRA shall have, and hereby agrees to undertake, the following obligations (the "CRRA Obligations"):

(a) Implement and maintain compliance with all Closure and Post-Closure Care and Monitoring requirements and obligations as set forth in the February 2007 Agreement, and obtain and comply with all permits associated therewith.

(b) Operate the methane gas recovery system and the wastewater/leachate collection and/or treatment systems on the Property as provided in the Lease, including the continuation of revenue sharing between the City and CRRA as provided in the Lease.

(c) Comply with such other of the CRRA obligations, including but not limited to maintenance and monitoring obligations, under the Lease and the February 2007 Agreement as by their nature require compliance following the Closure of the Landfill.

3.3 **Easement Rights.** CRRA shall have the following easement rights in connection with the CRRA Obligations:

(a) to pass, repass and access by and in vehicles and by and on foot, twenty-four (24) hours per day, seven (7) days per week, on, over, upon, under and across the Property for (i) all purposes related to or in connection with the Landfill, and (ii) all other purposes set forth in this Easement Agreement;

(b) (i) to use the Property and the subsurface below the Property to lay, install, construct, operate, repair and replace, and maintain underground pipes or lines for the purpose of transmission of water, electricity, and any and all other utilities, and all necessary and proper conduits, conductors, pipes, foundations, fittings, and fixtures and other apparatus, equipment and fixtures deemed necessary for the purposes specified above; (ii) to lay, install,

maintain, repair and replace ground level manholes to be used in connection with such installations; and (iii) to enter upon such portions of the Property with persons, machinery, vehicles and materials to access said Property and to perform the activities allowed under this Easement Agreement;

(c) (i) to use any existing overhead utility poles and lines for the purpose of transmission of electricity, cable, telephone and other data transmission and all necessary and proper fittings, fixtures, apparatus, equipment and fixtures deemed necessary for such use and to operate, install, upgrade, maintain, repair and replace any or all of the foregoing; (ii) to use, operate, install, upgrade, maintain, repair and replace one or more lines in the subsurface below portions of the Property for the purposes of transmission of electricity, telephone, cable and other data transmission and all necessary and proper fittings, fixtures, apparatus, equipment and fixtures deemed necessary for such use; (iii) to lay, install, construct, maintain, repair and replace ground level manholes to be used in connection with such installations and (iv) to enter and access the Property with persons, machinery, vehicles and materials and to perform the activities allowed under this Easement Agreement;

(d) (i) to construct, install, operate, repair, replace, monitor and maintain any and all landfill surface or groundwater control systems and appurtenances thereto as required by the DEP, which rights shall include but are not limited to the temporary removal of fencing and other surface structures, the clearing of vegetation, and any and all other activities necessary to effect the performance of and to perform such rights; (ii) to exercise all of the rights of the City to control, use, pump, treat or discharge surface and groundwaters on, at, within, or under the Property; and (iii) to perform any and all other environmental remediation, clean-up, monitoring or other similar processes on, at, within or under the Property as may be (A) required by the DEP or the United States Environmental Protection Agency; or (B) otherwise agreed to by CRRA in connection with the Landfill or related or ancillary operations at the Property; and

(e) to construct, install, operate, use, repair, replace, monitor any and all of the systems and equipment required in connection with the landfill gas to energy project at the Property operated by NEO Hartford, LLC ("NEOH") in accordance with the terms and provisions of a certain Use Agreement, dated December 1, 1995, as may be amended, by and between CRRA and NEOH (the "Use Agreement").

3.4. Installations. Prior to the termination of this Easement, CRRA shall, at CRRA's cost, remove all above-ground equipment and above-ground installations installed by or for CRRA at the Property, but specifically excluding any equipment and installations which are underground at the Property. CRRA shall notify the City ninety (90) days prior to its removal of such above-ground equipment and installations. The City shall then notify CRRA within forty-five (45) days of its receipt of such notice as to any above-ground equipment or installations that the City wants to remain at the Property and CRRA shall not remove such equipment and installations. The City and CRRA agree and acknowledge that (i) any above-ground equipment or installations that are required by DEP to remain at the Property shall

remain at the Property and (ii) all underground equipment and installations shall remain at the Property unless (a) DEP requires that any such underground equipment and installations be removed by CRRA or (b) CRRA determines that the removal of any such underground equipment or installations is necessary or appropriate. Any equipment and installations which remain at the Property pursuant to this paragraph shall be the property of the City unless conveyed or otherwise transferred by the City.

4. Reservations and Restrictions.

4.1 The City reserves to itself and its successors and assigns the right to use the Property in the manner described in the February 2007 Agreement, for any use and purpose which does not in any material way interfere with the use of the Property by CRRA, its successors and assigns, in the exercise of the easement rights herein granted.

4.2 Any activities conducted by CRRA within the Property shall be conducted in compliance with all Applicable Laws. Except for the DEP permit issued pursuant to the Application and as provided in the February 2007 Agreement, CRRA shall not be required to comply with any such matters so long as CRRA shall contest or appeal, in good faith and without expense or liability to the City, the existence or validity thereof by appropriate proceedings, provided that CRRA promptly prosecutes such contests or appeal to a final conclusion. CRRA shall obtain and/or maintain, as applicable, all licenses and permits required by applicable governmental or quasi-governmental authorities for the exercise of any activities within the Property.

4.3 The City shall give CRRA not less than thirty (30) days' prior written notice of any disruption of the use of any portion of the Property, except in the case of an emergency, when concurrent telephone and written notice shall be given. Telephone notice made pursuant to this Section shall be made by the City to CRRA at 860-757-7700 or such other numbers as may be provided by CRRA to the City from time to time.

4.4. With the consent of the City, which consent is not to be unreasonably withheld, CRRA may elect to have one or more utility providers exercise the rights granted to CRRA under this Easement Agreement with respect to utilities. However, any such election by CRRA shall not modify or alter any of CRRA's obligations or responsibilities set forth in this Easement Agreement, or any of the provisions of this Easement Agreement.

5. Maintenance and Damage. CRRA shall perform, or cause the performance of, all maintenance of any utilities or other improvements owned or installed by CRRA in the Property as is necessary to maintain such improvements in a good and safe condition. CRRA hereby covenants and agrees that in the exercise of its rights and easements hereby granted, it shall, at its own expense, repair any damage to the Property and the paving, pipes, mains, lines, drains, conduits, cables or other utility installations located therein caused by its laying, installing, maintaining, repairing and replacing CRRA's improvements or by its access.

6. Insurance. CRRA agrees to maintain commercial general liability insurance with respect to the Property which insurance shall name the City as an additional insured thereunder. CRRA shall deliver evidence of such insurance to the City. Before entering upon the Property in connection with any construction work, CRRA shall furnish the City with a certificate of commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate naming the City as an additional insured thereunder and specifically insuring the liability of such parties, and thereafter shall keep such insurance coverage in full force and effect during the period of such work. Such certificate shall provide for thirty (30) days' advance notice to such insured parties in the event of cancellation of the insurance.

7. Waiver. Failure on the part of either party to complain of any action or inaction on the part of the other party no matter how long the same may continue shall not be deemed to be a waiver of any such party's rights hereunder. Furthermore, it is covenanted and agreed that no waiver at any time of the provisions hereof by either party shall be construed as a waiver of any of the other provisions hereof and that a waiver at any time of any of the provisions hereof shall not be construed at any subsequent time as a waiver of the same provisions. The approval of either party to or for any action by the other party requiring that party's consent or approval shall not be deemed to waive or render unnecessary the party's consent or approval to or of any subsequent similar act by the other party.

8. Notices. Notices under this Easement Agreement shall be delivered personally or sent by certified mail, return receipt requested, or by Federal Express or other recognized overnight carrier to the following addresses or to such other addresses as the parties may from time to time designate in writing:

To the City: City of Hartford
 550 Main Street
 Hartford, Connecticut 06103
 Attn: Office of the Mayor

With a copy to: City of Hartford
 550 Main Street
 Hartford, Connecticut 06103
 Attn: Corporation Counsel

and

Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
Attn: John E. Wertam, Esq.

To CRRA: Connecticut Resources Recovery Authority
100 Constitution Plaza
6th Floor
Hartford, Connecticut 06103
Attn: Thomas D. Kirk, President

With a copy to: Brown Rudnick Berlack Israels LLP
CityPlace I, 38th Floor
Hartford, Connecticut 06103
Attn: Douglas A. Cohen, Esq.

Any notice will be deemed to be given on the date received or, if sent by certified mail, by Federal Express or by other recognized overnight courier, the date of delivery, refusal or non-delivery indicated on the return receipt.

9. Benefit. The easements, rights and uses granted and reserved in this Easement Agreement are not intended to create, nor shall they be construed as creating any rights for the benefit of the general public or any third party; rather, the easements, rights and uses granted and reserved in this Easement Agreement shall be for the benefit of, and restricted solely to, CRRA and any assignee or successor in interest as operator of the Landfill (any such assignees or successors shall also be referred to herein as "CRRA").

10. Title. In the event of a foreclosure sale under any mortgage which hereafter may be placed on fee title to any portion of the Property, the parts or portions so encumbered shall be sold and conveyed subject to and together with the rights, benefits, burdens and obligations established by this Easement Agreement.

11. Run With the Land. All covenants and Easement Agreements as are contained in this Easement Agreement, whether made by the City or CRRA, shall be deemed and shall constitute covenants running with the land, and shall be binding upon and inure to the benefit of the successors and assigns in title of the Property; it being understood and agreed that, from and after any conveyance or transfer of the land burdened or benefited by this Easement Agreement, CRRA or transferee shall be liable for the performance or observance of said covenants and Easement Agreements and the City or transferor shall not be liable for the performance or observance of said covenants and Easement Agreements.

12. Estoppel Certificates. Any party shall, within thirty (30) days of written request by another party, provide to the requesting party a written statement in recordable form as to the status of this Easement Agreement and such other matters relating hereto as the requesting

party reasonably may request. Any such statement shall be binding on the party which issued it.

13. Cooperation by City.

13.1. The City hereby agrees and covenants to CRRA that the City shall cooperate with CRRA, as requested by CRRA, in any applications or other proceedings of which CRRA is a part in connection with any of the activities allowed by this Easement Agreement or to accomplish the purposes of this Easement Agreement. Such cooperation by the City includes, without limitation, signing or becoming a party to any applications, as required, which applications are reasonably necessary for any of the activities allowed by this Easement Agreement or to accomplish any of the purposes of this Easement Agreement. The City hereby agrees and covenants that it shall not oppose or object to, in any way, or appeal any of the applications, approvals, or other proceedings in connection with or required by any of the activities allowed by this Easement Agreement or to accomplish the purposes of this Easement Agreement.

13.2. The City hereby agrees and covenants that prior to the City commencing any construction or other activities on, over, upon, under and across the Property, the City shall provide CRRA with copies of drawings, plans and specifications for any such proposed construction or other activities to allow CRRA to review and comment upon such drawings, plans or specifications for the purpose of avoiding or minimizing interference with any activities of CRRA allowed by this Easement Agreement.

14. Amendment and Termination. This Easement Agreement may be amended or terminated only by the execution and recording of a written instrument signed by all parties hereto, or their successors or assigns.

15. Severability. If any term or provision of this Easement Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Easement Agreement or the application of such term or provision to other persons or circumstances, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Headings. Headings are for reference and convenience only and shall not affect the interpretation of this Easement Agreement.

17. Governing Law. This Easement Agreement and the performance hereof shall be interpreted and governed by the laws of the State of Connecticut.

18. Authority of the City. The City represents and warrants that this Easement Agreement has been approved by the City of Hartford's Court of Common Council and

pursuant to such approval, the Mayor of the City of Hartford has the full power, authority and legal right to execute and deliver this Easement on behalf of the City of Hartford.

19. Authority of CRRA. CRRA represents and warrants that this Easement Agreement has been approved by the Connecticut Resources Recovery Authority's board of directors and pursuant to such approval, the President of the Connecticut Resources Recovery Authority has the full power, authority and legal right to execute and deliver this Easement on behalf of the Connecticut Resources Recovery Authority.

20. Counterparts. This Easement Agreement may be executed in any number of counterparts, which together shall constitute one instrument.

TO HAVE AND TO HOLD the above-granted easement rights unto CRRA, its successors and assigns forever, to its and their own proper use and behoof.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day first above written.

Signed, sealed and delivered
in the presence of:

CITY OF HARTFORD

By: _____

Eddie A. Perez
Its Duly Authorized Mayor

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By: _____

Thomas D. Kirk
Its President
Duly Authorized

STATE OF CONNECTICUT)

) ss.:

_____, 200__

COUNTY OF HARTFORD)

Personally appeared Eddie A. Perez, Mayor of the City of Hartford, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such Mayor and the free act and deed of the City of Hartford, before me.

Commissioner of the Superior Court
Notary Public/My Commission Expires:

SCHEDULE A

A certain piece or parcel of land situated in the City of Hartford, County of Hartford and State of Connecticut, and being shown and designated as: (i) the "PRIMARY PARCEL" on a certain map or plan entitled "SURVEY SHOWING LAND LEASED BY CONNECTICUT RESOURCES RECOVERY AUTHORITY FROM THE CITY OF HARTFORD IN THE NORTH MEADOWS EAST SERVICE ROAD HARTFORD, CONNECTICUT SCALE: HOR. 1 IN. = 100 FT. PROJECT 90-336A FLD. BK. 512-666-711 DATE 7-15-91 REVISION DATE 8/1/91 11/21/95 9/04/98 10/26/98 SHEET NO. 1 OF 2 FUSS & O'NEILL, inc. consulting engineers 146 HARTFORD ROAD, MANCHESTER, CONNECTICUT 06040 (203) 646-2469" ("Map No. 1") and (ii) the "SECONDARY PARCEL" on Map No. 1 and on a certain map or plan bearing the same title as Map No. 1 and designated as "SHEET NO. 2 of 2" ("Map No. 2", and Map No. 2 together with Map No. 1 are hereinafter collectively referred to as the "Maps"), which Maps are on file in the Hartford City Clerk's Office. Said piece or parcel of land being more particularly bounded and described as follows:

Commencing at a point on the centerline of the North Meadows Dike, as shown on the Maps, which point marks a southeasterly corner of the premises herein described; thence running N 80° 04' 35" W, a distance of 589.94 feet to a point; thence running N 48° 54' 05" W, a distance of 755.92 feet to a point; thence running N 41° 05' 55" E, a distance of 2.75 feet to a point; thence running N 48° 54' 05" W, a distance of 112.20 feet to a point; thence running S 41° 05' 55" W, a distance of 2.75 feet to a point; thence running N 48° 54' 05" W, a distance of 181.68 feet to a point; thence running N 01° 38' 45" E, a distance of 64.03 feet to a point; thence running N 32° 39' 31" E, a distance of 67.37 feet to a point; thence continuing along the arc of a curve to the left having a radius of 60.00 feet and a central angle of 129° 05' 41", a distance of 135.19 feet to a point on the easterly non-access highway line of I-91 North Bound, as shown on Map No. 1, the last nine (9) courses being along lands designated as "N/F OTHER LAND OF THE CITY OF HARTFORD," "N/F EAST SERVICE ROAD ASSOCIATES" and "N/F CITY OF HARTFORD," as shown on Map No. 1; thence running N 08° 31' 16" E, a distance of 163.11 feet to a point; thence running N 81° 06' 56" W, a distance of 25.00 feet to a point; thence running N 04° 47' 56" E, a distance of 70.18 feet to a point; thence running N 81° 06' 56" W, a distance of 10.00 feet to a point; thence running N 08° 53' 04" E, a distance of 1090.39 feet to a point; thence running N 14° 35' 43" E, a distance of 50.25 feet to a point; thence running N 08° 53' 04"

E, a distance of 400.00 feet to a point; thence running N 14° 35' 43" E, a distance of 50.25 feet to a point; thence running N 08° 51' 27" E, a distance of 350.90 feet to a point; thence running N 01° 58' 02" E, a distance of 51.98 feet to a point; thence continuing along an arc of a curve to the left having a radius of 2157.00 feet and a central angle of 15° 05' 58", a distance of 568.45 feet to a point; thence running N 06° 40' 42" W, a distance of 155.71 feet to a point; thence continuing along an arc of a curve to the left having a radius of 2167.00 feet and a central angle of 05° 29' 27", a distance of 207.67 feet to a point; thence running N 16° 18' 13" W, a distance of 156.40 feet to a point; thence continuing along the arc of a curve to the left having a radius of 2177.00 feet and a central angle of 05° 40' 14", a distance of 215.46 feet to a point on the southerly street line of PROPOSED WESTON STREET, as shown on Map No. 2, the last fifteen (15) courses being along land designated as "I-91 NORTH BOUND N/F STATE OF CONNECTICUT" and "N/F STATE OF CONNECTICUT I-91 NORTH BOUND (UNDER CONSTRUCTION)", as shown on the Maps; thence running N 61° 28' 53" E, a distance of 63.82 feet to a point; thence continuing along an arc of a curve to the left having a radius of 60.00 feet and a central angle of 302° 06' 56", a distance of 316.38 feet to a point; thence running S 61° 28' 53" W, a distance of 26.81 feet to a point on the easterly non-access highway line of I-91 North Bound, as shown on Map No. 2, the last three (3) courses being along land designated as "PROPOSED WESTON STREET N/F STATE OF CONN.", as shown on Map No. 2; thence running N 21° 57' 12" W, a distance of 56.16 feet to a point; thence continuing along an arc of a curve to the left having a radius of 785.00 feet and a central angle of 13° 11' 14", a distance of 180.67 feet to a point; the last two (2) courses being along land designated as "N/F STATE OF CONNECTICUT I-91 NORTH BOUND (UNDER CONSTRUCTION)", as shown on Map No. 2; thence running N 19° 04' 42" E, a distance of 296.50 feet to a point, which point marks the northernmost point of the premises herein described; thence running S 64° 33' 12" E, a distance of 41.55 feet to a monument, as shown on Map No. 2; thence running S 63° 04' 27" E, a distance of 733.05 feet to a monument, as shown on Map No. 2; thence running S 48° 40' 33" E, a distance of 472.04 feet to a monument, as shown on Map No. 2; thence running S 21° 06' 53" E, a distance of 438.75 feet to a monument, as shown on Map No. 2; thence running S

06° 32' 54" E, a distance of 750.80 feet to a monument, as shown on Map No. 2; thence running S 06° 54' 22" E, a distance of 659.66 feet to a monument, as shown on Map No. 1; thence running S 06° 46' 58" E, a distance of 594.86 feet to a monument, as shown on Map No. 1; thence running S 06° 26' 48" E, a distance of 566.75 feet to a monument, as shown on Map No. 1; thence running S 01° 48' 44" W, a distance of 577.48 feet to a monument, as shown on Map No. 1; thence running S 09° 44' 22" W, a distance of 398.98 feet to a monument, as shown on Map No. 1; thence running S 09° 55' 27" W, a distance of 311.82 feet to a monument, as shown on Map No. 1, which monument is the point and place of beginning, the last twelve (12) courses being along land designated as "N/F OTHER LAND OF THE CITY OF HARTFORD", as shown on the Maps.

The above described premises contains 124.425 acres.

htfdes

SCHEDULE B

Copy of February 2007 Agreement

461036 v.01 S4

[Note: To be completed if required by the Bond documents]

CONSENT TO EASEMENT

U.S. BANK NATIONAL ASSOCIATION, successor trustee, a national banking association existing under the laws of the United States, with an office located in Hartford, Connecticut, as Trustee, does hereby consent to the Easement Agreement between the City of Hartford and the Connecticut Resources Recovery Authority.

IN WITNESS WHEREOF, U.S. Bank National Association has hereto set its hand and seal as of the _____ day of _____ 200__.

Signed, sealed and delivered
In the presence of:

U.S. BANK NATIONAL ASSOCIATION
as Trustee

By: _____
Name:
Its:
Duly Authorized

461036 v.01 S5

CONSENT TO AMENDMENT

U.S. BANK NATIONAL ASSOCIATION, successor trustee, a national banking association existing under the laws of the United States, with an office located in Hartford, Connecticut, as Trustee, does hereby, pursuant to Section 2205 of the Initial Lease, consent to the Fourth Amendment to Lease Agreement.

IN WITNESS WHEREOF, U.S. Bank National Association has hereto set its hand and seal as of the _____ day of _____ 2007.

Signed, sealed and delivered
In the presence of:

U.S. BANK NATIONAL ASSOCIATION
as Trustee

By: _____
Name:
Its:
Duly Authorized

Exhibit C

Host Community Agreement

A. If funds are not appropriated as provided in Section 9 hereof, by the Bond Commission for the Landfill Closure and/or Post-Closure Care and Monitoring, but DEP approves the Application, then CRRA will provide the following Host Community Benefits:

1. Retrofit of Equipment
 - A. CRRA will coordinate with DEP and promptly retrofit off-road heavy equipment at all CRRA facilities in Hartford (Landfill, Murphy Road Recycling Center and Trash Plant – approximately 17 pieces of equipment) with diesel catalytic converters or diesel particulate (with due consideration given to best available control technology) filters as appropriate to lower air emissions. (Estimated to be \$100,000; if costs are in excess of \$100,000, then CRRA will pay any such reasonable costs up to a maximum of \$150,000.)
 - B. City-owned trucks used within the City of Hartford to pick up trash and recyclables (up to 27 trucks) will to the extent feasible and prudent and in consultation with DEP, be retrofitted within the next 24 months with diesel catalytic converters or diesel particulate filters (with due consideration given to best available control technology) as appropriate by CRRA to lower air emissions, and CRRA will promptly reimburse the City for such costs. For those trucks that cannot be feasibly retrofitted, the City in consultation with DEP, will retrofit other City-owned equipment or receive cash under this subsection of up to a total of \$200,000 to be used for reducing diesel or other emissions in lieu of retrofitting such equipment.
2. A “Recycling Account” is established with a balance of \$425,000. CRRA and the City will develop a program utilizing such funds to promote and increase recycling efforts in the City. As may be feasible and prudent, such Recycling Account may be used to establish recycling centers at the Landfill, neighborhood recycling centers, or such other areas in the City.
3. CRRA will make a recycling payment of \$150,000 per year (\$50,000 of which is in addition to the current annual payment into such fund of \$100,000) into the Recycling Account beginning in CRRA’s current fiscal year 2007 (or by June 30, 2007) and continuing annually thereafter through the end of CRRA’s fiscal year 2013.

4. CRRA and the City, through a City's Advisory Committee on the Landfill to be established, shall cooperate to finalize a post-closure use plan for the Landfill. Such uses may include, but are not limited to:

- Trails: biking, walking, and for non-motorized vehicles
- Handicap accessible trails
- Skate boarding arena
- Basketball courts
- Fenced-in dog park
- A bird observation station
- A nature/research center to monitor the Landfill
- Parking lots in different areas of the Landfill.

Construction or implementation of such uses beyond that included in the Application, are subject to available funding.

B. If funds of at least Fifteen Million Dollars (\$15,000,000) are appropriated as provided in Section 9 hereof by the Bond Commission for the Landfill Closure and/or Post-Closure Care and Monitoring, and the Application is approved by DEP, then in addition to the benefits described in Section A, above, CRRA will provide the following Host Community Benefits:

1. CRRA will commit to spending a total of \$50,000 (in addition to the benefits described in Section A, above) for implementing a recycling education program within the City of Hartford. Such program will be implemented over the next three years following the date of the Bond Commission approval as provided above.
2. CRRA will fund a \$250,000 pilot project to create or continue a program to encourage recycling at multi-family dwellings. This project will be undertaken in consultation with the City, and could be used as a model for increasing multi-family recycling efforts in the City of Hartford and throughout the State. Such program will be implemented over the next three years following the date of the Bond Commission appropriation, as provided above.
3. An additional One Million Dollars (\$1,000,000) shall be deposited into a designated account to be used by the City for programs for the reuse of the Landfill, or additional recycling efforts. Such deposit shall be made by CRRA within ninety (90) days following the date of Bond Commission approval as provided above.

C. If less than \$15 million is approved by the Bond Commission (or from such other sources), the parties agree to negotiate, in good faith, including consideration of prorating what funds might be allocated as Host Community Agreement elements.