

EXHIBIT H

LARUSSO/CRRA PURCHASE AND SALE AGREEMENT

AGREEMENT made by and between VINCENT LORUSSO, BARTHOLOMEW LORUSSO, JR., BARTHOLOMEW LORUSSO, SR., hereafter referred to in the masculine gender as the "Seller" and CONNECTICUT RESOURCES RECOVERY AUTHORITY, hereafter referred to in the masculine gender as the "Buyer."

1. PROPERTY.

In consideration of the purchase price hereinafter specified, the Seller will sell and convey to or upon the order of the Buyer, and the Buyer will purchase from the Seller, the real property described in Schedule A attached hereto (the "Premises"), and subject to the encumbrances set forth in Schedule B and the building located on the Premises and the Case Land Fill Compactor.

2. PRICE.

The purchase price is FOUR MILLION (\$4,000,000.00) DOLLARS payable as follows:

- (a) By binder or earnest money heretofore paid, the receipt of which is acknowledged by the Seller:..... \$
 - (b) Paid on the signing of this Agreement:..... \$
 - (c) By certified, bank or trustee's check to be delivered at the closing:.. \$ 4,000,000.00
- TOTAL.... \$ 4,000,000.00

3. CLOSING.

The closing of title (the "Closing") will take place at the offices of Griffin & Griffin, P.C., First Federal Plaza, Waterbury, Connecticut, on or before December 5, 1986 at 10:00 A.M., or at such other place or earlier time as the parties may agree upon in writing.

4. ADJUSTMENTS.

The amount payable at the closing shall be adjusted by the apportionment as of the Closing date, in accordance with the custom of the Town and any other taxing district in which the Premises are situated, of any of the following items, whether paid in full or not, which are not delinquent as of the Closing date:

- (a) Taxes of such Town and district on the List of October 1, 1986. (If any taxes to be apportioned have not been determined as of the Closing date, such apportionment shall be based on the last available rate and valuation);

5. TITLE; CONVEYANCE.

The Seller will convey to the Buyer at the Closing a good and marketable title to an indefeasible estate in fee simple in and to the Premises, subject only to the exceptions to title set forth in Article 6 hereof. Such conveyance will be made by warranty deed in the usual form according to Connecticut practice. The deed shall be delivered, duly

executed, to the Buyer at the Closing upon the payment of all sums to be then paid by the Buyer and shall be prepared by the Seller at its expense. The Seller shall pay all Conveyance Taxes required.

On the closing date, seller shall deliver to the Buyer, at the Seller's expense, a Real Estate Statement pursuant to which the Seller shall certify to the Town Clerk of Waterbury the amount of the purchase price; waivers of mechanic's liens duly executed by or on behalf of each person, firm or corporation who shall have performed services or provided materials in connection with any construction or repair of the Premises during the ninety (90) days immediately preceding the Closing Date; an owner's affidavit, in the form attached hereto as Exhibit C, to permit the Buyer to obtain a standard form ALTA owner's title insurance policy, issued by Lawyers Title Insurance Corporation or such other nationally recognized title insurance company as may be designated by the Buyer; and an assignment, in the form attached hereto as Exhibit D, pursuant to which the Seller shall assign to the Buyer all governmental approvals, permits and consents which Seller shall have received in connection with the lawful use and operation of the Premises.

If the Seller is unable to convey to the Buyer at the Closing a good and marketable title to the Premises as aforesaid, the Buyer will have the option of (a) closing the transaction herein contemplated on the terms herein provided and accepting, in full satisfaction of the Seller's obligation hereunder, such title as the Seller can convey, or (b) cancelling this agreement, in which event the seller shall return the deposit in full to the Buyer and neither the Seller nor the Buyer shall thereafter have any further duty or liability to the other hereunder. Provided, however, that, before the Buyer shall have the right to exercise option (b) of this Article, if requested by the Seller on or before the Closing date, the Closing shall be postponed for such period not exceeding thirty (30) days as the Seller may request in order to afford him an opportunity to remedy the alleged defect or defects claimed as the basis for such cancellation. Nothing shall constitute an encumbrance, lien or exception to title for the purposes of this agreement if the current Standards of Title of the Connecticut Bar Association recommends that no corrective or curative action is necessary in circumstances substantially similar to those presented by such encumbrance, lien or exception to title.

6. EXCEPTIONS TO TITLE.

The Premises will be conveyed by the Seller and accepted by the Buyer subject to the following:

- (a) Any restrictions and limitations now existing or hereafter imposed by governmental authority, including inland wetlands, tidal wetlands and coastal area management laws and regulations, building regulations and zoning and planning rules and regulations of the Town in which the Premises are situated, provided there are no violations thereof as of the Closing date;
- (b) Any state of facts which a physical inspection or accurate survey of the Premises might disclose, provided that such survey does not disclose a violation of the applicable zoning regulations.

- (c) Taxes, not delinquent as of the Closing date of the Town and any other taxing district in which the Premises are situated (which taxes the Buyer will assume and agree to pay in the deed of conveyance heretofore referred to);
- (d) Any riparian or littoral rights of others, common law or statutory, in or to any stream or other body of water adjoining or passing through the Premises;
- (e) Assessments which may on or after the date of closing be levied against or become a lien on the Premises for any municipal improvement;
- (f) Easements and encumbrances shown on Schedule B attached hereto.

7. SELLER'S REPRESENTATIONS.

Seller warrants and represents to its knowledge that:

(a) It has not permitted to be placed, deposited or stored or caused to be placed, deposited or stored any waste, hazardous waste or other materials other than those permitted pursuant to those permits issued by the Department of Environmental protection of the State (the "DEP"), and listed on Exhibit E attached hereto, on the Premises and it knows of no such waste which has been placed, deposited on the Premises by any other person;

(b) Each of the permits attached as part of Exhibit D has been validly issued, is in full force and effect, and, upon transfer, will permit the Buyer to operated the "six acre Permitted Area portion of the Premises after the Closing Date as a landfill for the deposit of bulky waste subject to compliance with all of the conditions of said permits and said permits have not been modified or revoked in any respect;

(c) Seller has complied to its knowledge in all respects with all Federal, State and local laws, ordinances, regulations and orders which are applicable to the Premises, no charges or threats of claims or charges alleging the failure to comply therewith have been made, and the Seller is not in violation of any order, writ, injunction or decree applicable thereto.

See Addendum for (d), (e), and (f).

8. ACCESS TO PREMISES.

From and after the date hereof, Seller shall poermit the Buyer and the Buyer's architects, engineers, surveyors, and other advisors, to enter upon the Premises for the purpose of examining the same and of conducting and making such test borings, soil bearing tests, surveys, percolation tests and engineering studies as the Buyer may deem advisable. The Buyer agrees, at its sole cost and expense, to protect, defend, indemnify and save Seller harmless against and from claims, liabilities, damages and expenses of any kind or nature arising out of any entry by the Buyer or its representatives upon the Premises or out of any tests, studies or surveys made of conducted thereon.

9. ADDITIONAL AGREEMENTS OF SELLER.

Seller further covenants and agrees that, between the date hereof and the Closing date:

(a) It shall keep and maintain in full force and effect all governmental approvals, permits and consents, subject to compliance with all of the conditions of said permits, which the Seller has or shall have received in connection with the lawful use and operation of the Premises;

(b) It shall not enter into new transactions pertaining to the Premises;

(c) It shall cooperate with the Buyer in the Buyer's efforts to satisfy the conditions contained in the Conditions Precedent set forth in Paragraph 12 below.

10. POSSESSION.

The Seller will deliver exclusive possession of the Premises to the Buyer at the Closing.

11. BROKERAGE.

The parties hereto recognize NO BROKER negotiated the sale of the Premises. The Buyer will save the Seller harmless from any loss or expense from any commission claim by any broker or agent by virtue of alleged dealings had by such claimant with the Buyer or a representative of the Buyer, provided the Buyer shall be notified promptly of any such claim and may undertake the defense thereof at his expense.

12. CONDITIONS PRECEDENT.

(a) The obligations of Seller to sell and convey the premises to the Buyer to purchase the Premises from the Seller will be subject to the following conditions precedent:

(a) The accuracy, on the date hereof and on the Closing Date, of the representations on the part of the Seller contained in this Agreement;

(b) The performance by the Buyer and Seller of their obligations hereunder;

(c) Between the date hereof and the Closing Date, no order, decree or injunction of any court of competent jurisdiction, nor any order, ruling, regulation or administrative proceeding by any governmental body or board, shall have been issued or commenced, nor shall any legislation have been enacted, with the purpose or effect of prohibiting any of the transactions contemplated by this Agreement;

(d) Each of the permits attached as part of Exhibit D shall be in full force and effect on the Closing Date, shall not have been modified or revoked in any respect and shall be validly assigned to the Buyer so that the Buyer may use and operate the "Six-Acre Permitted Area" portion of the premises as a bulky waste disposal area;

(e) The execution of an operating agreement substantially in the form of Exhibit F hereto;

(f) The DEP permits attached hereto as Schedule 1 of Exhibit D shall be transferred to the Buyer;

(g) Seller's delivery to the Buyer and to the Commissioner of the DEP or his designated agent of any and all negative declarations or certifications if applicable required by Public Act 85-568 of the January, 1985 session of the General Assembly of the State of Connecticut in accordance with the provisions of said Public Act 85-568.

13. RIGHT OF FIRST REFUSAL.

The deed to the demised premises shall contain a provision to the effect that, beginning on the day three (3) years after the closing date and provided that the Buyer never obtained the necessary permits to operate a bulky waste land fill on the "Non-Permitted Site" and "Contiguous Sites", the Seller shall have the right of first refusal to purchase the Demised Premises on terms of any bona-fide offer made to and acceptable to the Buyer. The Seller shall have thirty (30) days from the date of Seller's receipt of notice from the Buyer of the existence and terms of such offer to exercise its right of first refusal, after which right, if unexercised shall expire as to such offer.

14. EASEMENT.

It is further agreed between the parties that the Seller shall grant to the Buyer an easement from Nichols Drive to the Premises. The easement shall cease when the land fill operations have been completed. Said easement shall be fifty (50) wide and located approximately in the area now occupied a dirt road, the precise location of the easement area determined by the Seller. The easement shall be personal to the Buyer, shall be non assignable and shall be used solely by the Buyer in connection with land fill operation. It is the intention of the Seller that the easement be used by the Buyer as access to the land fill so that trucks using the Premises may avoid the residential streets.

15. CONDEMNATION

If any part or parts of the Premises shall be taken by exercise of the power of eminent domain after the date hereof but before the Closing Date, Seller shall immediately advise the Buyer thereof. In the event of such taking, the Buyer shall have the option (a) to take and accept such title as the Seller is able to convey, without abatement of the Purchase Price, and negotiate with the condemning authority for the condemnation award and receive the benefits thereof; or (b) to terminate this agreement, and if the Buyer shall so elect to terminate, all rights and liabilities of the parties hereto by reason of this agreement shall be deemed at an end.

17. INDEMNIFICATION.

Seller agrees to indemnify the Buyer and its members, officers, employees against suits, judgments, debts, damages, against all losses and damage that the Buyer shall sustain by reason of the unlawful activities on the premises which the Buyer can prove were attributable to and permitted by the Seller in the operation of the premises for only the period of the Seller's ownership or operation thereof through the closing date and (ii) the untruth, inaccuracy or breach of any representation, warranty or agreement of Seller contained herein.

(a) With respect to any claim for environmental damages, the indemnification provided above shall extend and apply to any damage to any third parties; and any costs incurred by Buyer required to correct environmental conditions which the Buyer can prove resulted from the Seller knowingly permitting acts and use and operation of said land fill which were unlawful or contrary to any regulation or ordinance of said land fill were permitted by the Seller.

18. EFFECT.

The representations, warranties, indemnifications, promises and agreements contained herein shall not merge in the Warranty Deed to be given pursuant to this Agreement, but all shall survive the execution and performance of this Agreement even though not inserted or otherwise included in such Warranty Deed. Notwithstanding the aforesaid, the parties agree that all Indemnifications shall cease and be of no further effect or force after the date the land fill operation on Parcel A ceases.

19. NO ORAL AMENDMENTS.

This written Agreement constitutes the entire contract between the parties and no oral statement or promises or any understanding not embodied in writing shall be effective.

20. SUCCESSION.

This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties except for the provisions of paragraph 17.

IN WITNESS WHEREOF, the parties have set their hands and seals to counterparts hereof, each of which shall be deemed an original as the later of the dates it is signed by Purchaser and Seller.

In the presence of

Walter R. Saffin

SELLER

Vincent B. Lorusso (L.S.)
VINCENT LORUSSO

Bartholomew L. Lorusso, Jr. (L.S.)
BARTHOLOMEW LORUSSO, JR.

BARTHOLOMEW LORUSSO, SR. (L.S.)

BUYER

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By: Wm. R. D. T. (L.S.)

Its

J. E. Sullivan

Signed by Seller 12 / 5 / 86

Signed by Purchaser 12 / 5 / 86

STATE OF CONNECTICUT, COUNTY OF NEW HAVEN

SS: WATERBURY

On this the ^{5th} day of ~~November~~ ^{December}, 1986, before me, Walter R. Griffin the undersigned officer, personally appeared Vincent LoRusso, Bartholomew LoRusso, Jr. and Bartholomew LoRusso, Sr., known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Walter R. Griffin
Comm. of the Superior Court
Title of Officer

STATE OF CONNECTICUT, COUNTY OF HARTFORD

SS: Hartford

On this the ^{5th} day of ^{December}, 1986, before me, ~~Susan M. Orr~~ the undersigned officer, personally appeared ~~Marion R. Chertow~~, who acknowledged ~~himself~~ to be the ~~President~~ of Connecticut Resources Recovery Authority, a corporation, and that she, as such ~~President~~, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by ~~himself~~ as ~~President~~.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Susan M. Orr
Comm. of the Superior Court
Title of Officer

ADDENDUM TO PURCHASE AND SALE AGREEMENT BETWEEN VINCENT LORUSSO,
BARTHOLOMEW LORUSSO, JR., BARTHOLOMEW LORUSSO, SR., AND
CONNECTICUT RESOURCES RECOVERY AUTHORITY DATED DECEMBER 5, 1986

(d) There are no actions, suits, claims, proceedings or investigations pending or, to the best knowledge of Seller, threatened against Seller at law or in equity or before or by any Federal, State, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality pertaining to the Premises, and Seller is not in default with respect to any order, writ, injunction or decree of any court or Federal, State, municipal or other governmental department, commission, board, bureau, agency or instrumentality pertaining to the Premises.

(e) No sand, gravel or other material will have been removed from the Premises from the date hereof until the Closing Date, except pursuant to the site preparation to be performed by the Seller in accordance with the terms of this Agreement.

(f) No person, firm, corporation or municipality has any right to deposit waste on the Premises after the Closing Date.

EXHIBIT A

LEGAL DESCRIPTION

**PARCEL A & B, HIGHLAND AVENUE AND HIGHVIEW STREET
WATERBURY, CONNECTICUT**

**PREPARED FOR VINCENT B. LORUSSO, JR., BARTHOLOMEW J.
LORUSSO, JR. AND BARTHOLOMEW LORUSSO, SR.**

D/B/A/ NICHOLS REALTY

BOUNDED:

- EASTERLY - BY LAND NOW OR FORMERLY OF STATE
OF CONNECTICUT AS SHOWN ON SAID
MAP, 130.0 FEET, MORE OR LESS;**
- SOUTHEASTERLY - BY LAND NOW OR FORMERLY OF NEW
YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY, AS SHOWN ON SAID
MAP, 767.0 FEET, MORE OR LESS;**
- SOUTHERLY - BY LAND NOW OR FORMERLY OF NEW
YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY, AS SHOWN ON
SAID MAP, 511.55 FEET;**
- EASTERLY AGAIN - BY LAND NOW OR FORMERLY OF NEW
YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY, AS SHOWN ON
SAID MAP, 50 FEET;**
- SOUTHERLY AGAIN - BY LAND NOW OR FORMERLY OF NEW
YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY, AS SHOWN ON
SAID MAP, 724.55 FEET;**
- WESTERLY - ON HIGHLAND AVENUE, AS SHOWN ON
SAID MAP, 540 FEET, MORE OR LESS;**
- NORTHWESTERLY - ON HIGHVIEW STREET, AS SHOWN ON
SAID MAP, 740 FEET, MORE OR LESS;**
- EASTERLY - 170.0 FEET, MORE OR LESS, BY OTHER
LAND OF VINCENT B. LORUSSO, JR.,
ET. AL.;**

NORTHEASTERLY - 965.0 FEET, MORE OR LESS, BY OTHER
LAND OF SAID LORUSSO, ET. AL., TO THE
PLACE OF BEGINNING.

BEING A PORTION OF PREMISES CONVEYED TO VINCENT B. LORUSSO,
SR., BARTHOLOMEW J. LORUSSO, JR. AND BARTHOLOMEW LORUSSO,
SR. BY THE PAR SERVICE CORPORATION (A CONNECTICUT
CORPORATION) BY WARRANTY DEED DATED MARCH 3, 1982,
RECORDED MARCH 5, 1982 IN WATERBURY LAND RECORDS, VOLUME
1545, PAGE 72.

PARCEL C

Parcel C as shown on "Map of Land Owned by Nichols Realty
Highland Avenue, Highview Street, & Nichols Drive Waterbury,
Connecticut" prepared by Meyers Associates, Waterbury,
Connecticut, Scale 1" = 40' Date: 10-3-86.

EXHIBIT B

SAID PREMISES ARE SUBJECT TO THE FOLLOWING ENCUMBRANCES:

1. Easement by instrument from C.M. Upson, Atty., Estate of Thomas C. Upson, to American Telephone & Telegraph Company dated January 14, 1901 and recorded in Volume 170, Page 225 of the Waterbury Land Records.
2. Easement by instrument from Charles M. Upson, Fred P. and Cornelia L. Upson, Charles S. and Harriet C. Wright by their Atty. C.M. Upson to American Telephone & Telegraph Company dated January 16, 1905 and recorded in Volume 187, Page 352 of the Waterbury Land Records.
3. Easement by instrument from Mrs. H.C. Wright, Fred P. Upson and Jennie A. Upson to Charles L. Campbell dated February 26, 1914 and recorded in Volume 255, Page 328 of the Waterbury Land Records.
4. Easement by instrument from Jennie A. Upson, Cornelia W. Kelsey, Lena Upson and Ruth W. Brevoort to The Connecticut Light and Power Company dated October 24, 1929 and recorded in Volume 433, Page 550 of the Waterbury Land Records.
If applicable,
5. Easement by instrument from Cornelia W. Kelsey, Jennie A. Upson, Ruth W. Brevoort and Lena Upson to City of Waterbury dated August 12, 1935 and recorded in Volume 476, Page 389 of the Waterbury Land Records.
6. Easement by instrument from Ralph J. Tremaglio, Patsy J. Tremaglio and A. Michael Tremaglio to Connecticut Light and Power Company dated October 4, 1940 and recorded in Volume 506, Page 638 of the Waterbury Land Records, if the same affects said premises.
7. Waiver of rights of access to and from the relocation of Route 8, as contained in Certificate of Condemnation from The Par Service Corporation to State of Connecticut dated April 16, 1963 and recorded in Volume 842, Page 589, and in a Quit Claim Deed from The Par Service Corporation to State of Connecticut dated January 12, 1965 and recorded in Volume 876, Page 74, both in Waterbury Land Records.