CRRA
BOARD MEETING
APRIL 15, 2004

100 CONSTITUTION PLAZA - 17th FLOOR • HARTFORD • CONNECTICUT • 06103-1722 • TELEPHONE (860) 757-7700
FAX (860) 757-7743

April 12, 2004

TO: CRRA Board of Directors

FROM: Angelica Mattschei, Corporate Secretary

RE: Notice of Meeting

There will be a regular meeting of the Connecticut Resources Recovery Authority Board of Directors held on Thursday, April 15, 2004 at 9:30 a.m. at the CRRA Headquarters, 100 Constitution Plaza, Hartford.

Please notify this office of your attendance at (860) 757-7792 at your earliest convenience.

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Connecticut Resources Recovery Authority
Board of Directors' Meeting
Agenda
April 15, 2004
9:30 AM

I. Pledge of Allegiance

II. Public Portion

A public portion from 9:30 to 10:00 will be held and the Board will accept written testimony and allow individuals to speak for a limit of three minutes. The regular meeting will commence if there is no public input.

III. Minutes

1. Board Action will be sought for the approval of the March 18, 2004 Regular Board Meeting Minutes (Attachment 1).

IV. Finance

1. Board Action will be sought regarding A Fourth Amendment to the Agreement Between the Connecticut Resources Recovery and the City od Bridgeport (Attachment 2).

V. Project Reports

A. Bridgeport

1. Board Action will be sought regarding Waste Management, Inc., Waste Delivery Agreement (Attachment 3).

B. General

1. Board Action will be sought regarding Standard Form Hauler Agreements for Mid-Connecticut, Bridgeport and Wallingford Projects (Attachment 4).

2. Board Action will be sought regarding an Initiative to Conduct a Study to Identify Potential Sites for New Landfill within the State of Connecticut (Attachment 5).

VI. Chairman's and Committee Reports

1. The Organizational Synergy and Human Resources Committee will report on its April 13, 2004 meeting.

VII. Executive Session

An Executive Session will be held to discuss litigation, pending litigation, contractual and consent order negotiations and personnel matters with appropriate staff.

VIII. Legal

1. Board Action will be sought regarding Mediation with The MDC (Attachment 6).

2. Board Action will be sought regarding Payment to McGuireWoods to Continue with the RTC Bankruptcy Representation (Attachment 7).

TAB 1

CONNECTICUT RESOURCES RECOVERY AUTHORITY

THREE HUNDRED SIXTY-NINTH MEETING MARCH 18, 2004

A regular meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Thursday, March 18, 2004 at 100 Constitution Plaza, Hartford. Those present were:

Chairman Michael Pace

Directors: Stephen Cassano (present by phone at 10:35 a.m.)
Benson Cohn
Mark Lauretti (arrived at 9:45 a.m.)
James Francis
Mark Cooper
Ray O'Brien
Alex Knopp (present by phone)(hung up at 10:35 a.m.)
Sherwood Lovejoy (ad hoc for Bridgeport)

Directors Sullivan and Martland and Ad hoc member Griswold did not attend.

Present from the CRRA staff:

James Bolduc, Chief Financial Officer
Peter Egan, Director of Environmental Affairs & Development
Floyd Gent, Director of Operations
Thomas Kirk, President
Angelica Mattschei, Corporate Secretary

Others in attendance were: John Maulucci of BRRFOC; Frank Marci of USA Hauling; John Maulucci of BRRFOC; David Arruda and Dominick DiGangi of the MDC and Jerry Tyminski of SCRRRA.

Chairman Pace called the meeting to order at 9:45 a.m. Chairman Pace requested that everyone stand up for the Pledge of Allegiance, whereupon, the Pledge of Allegiance was recited.

PUBLIC PORTION

Chairman Pace said that the next item on the agenda allowed for a public portion between 9:45 a.m. and 10:15 a.m. in which the Board would accept written testimony and allow individuals to speak for a limit of three minutes. Chairman Pace asked whether any member of the public wished to speak.

Chairman Pace noted that there were no comments from the public and that the regular meeting would commence.

APPROVAL OF THE MINUTES OF THE FEBRUARY 19, 2004 REGULAR BOARD MEETING

Chairman Pace requested a motion to approve the minutes of the February 19, 2004 regular Board meeting. The motion was made by Director O'Brien and seconded by Director Francis.

Director O'Brien asked whether Ms. Doyle was supplied the stack test results she requested during the public portion of the previous meeting and whether CRRA had received a response. Mr. Egan replied that the results were sent and that no response had been received from the recipient.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Benson Cohn	X		
Mark Cooper	X		
Ray O'Brien	X		
James Francis	X		
Alex Knopp	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc - Bridgeport			

FINANCE

AUTHORIZATION REGARDING ALL RISK PROPERTY INSURANCE GENERAL

Chairman Pace requested a motion on the referenced topic. Director O'Brien made the following motion:

> **RESOLVED:** That the Finance Committee has reviewed and discussed the options for renewing CRRA's Property Insurance and recommends the purchase of the $305 million policy from the following five insurers with their quota shares as indicated: Zurich 35%; XL 28%; ACE 16%; Arch 16% and Commonwealth 5% for the period 4/1/04-4/1/05 for a premium of $751,866, and

FURTHER RESOLVED: The Finance Committee further recommends that CRRA purchase terrorism coverage as reviewed and discussed at this meeting for a premium not to exceed $34,958, and

FURTHER RESOLVED: The Finance Committee recommends that CRRA obtain engineering services from Zurich for a premium of $16,500 as reviewed and discussed at this meeting.

Director Francis seconded the motion.

Mr. Bolduc said that the existing policy would expire on April 1, 2004 and needed to be acted on by the Board. Mr. Bolduc reviewed page 4 under tab 2 of the Board materials and summarized that the limit of liability was lowered from $450 million to $305 million. He said that the previous policy covered 100% replacement of the entire Mid-Connecticut Facility including the Boiler and Machinery. Mr. Bolduc explained that what was put out to bid in the proposed policy was the value of the highest cost portion of the facility, which was the $305 million. In addition, Mr. Bolduc said that the market itself had been more responsive than in previous years which further aided in driving the lower costs associated with the policy. The combination of the two items resulted in significant savings for the year, he said. The terrorism insurance was lowered from the previous year from $169,701, which was not purchased, to $34,958. It would be prudent to purchase the terrorism insurance at that price, Mr. Bolduc added. The end result was that CRRA had a policy offer in 2004 from numerous organizations with Zurich taking the lead, he said. Mr. Bolduc stated that except for the items already discussed, the policy was identical from the previous year but with a savings in the overall premium of approximately $260,000. Chairman Pace said for the record that CRRA was covered.

Mr. Bolduc said that the Hartford Steam Boiler (HSB) covered engineering services in the previous year for $25,000. The same engineering services would be covered by Zurich in the proposed premium for $16,500, a savings of approximately $10,000 than the previous year, Mr. Bolduc said.

Director O'Brien commented that CRRA's in-house expert, Ms. Lynn Martin, and Marsh did a good job of pulling the policy together and that both endorsed the Finance Committee's recommendation.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Benson Cohn	X		
Mark Cooper	X		
Ray O'Brien	X		
James Francis	X		

Alex Knopp	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc - Bridgeport			

AUTHORIZATION REGARDING PUBLIC OFFICIALS AND EMPLOYEES LIABILITY INSURANCE

Chairman Pace requested a motion on the referenced item. Director O'Brien made the following motion:

> **RESOLVED:** The Finance Committee has reviewed and discussed the options for renewing CRRA's Public Officials and Employees Liability insurance and recommends the purchase of the policy from American International Specialty Lines Company (AISLIC) with a $5,000,000 limit, $250,000 deductible for the period 3/31/04-3/31/05 for a premium of $263,202.
>
> Director Francis seconded the motion.

Mr. Bolduc said that the market was not very strong in this area and a fair number of organizations turn down the opportunity to bid. Mr. Bolduc said that he spoke to Marsh of two possibilities. One was the possibility of increasing the coverage limit and the second was to consider putting out a bid with a higher deductible. Mr. Bolduc said that CRRA could absorb a $250,000 deductible reasonably well without impairing the organization and would allow the purchase of an additional $2 million of coverage over the previous year.

Mr. Bolduc said that management recommended a premium of $263,000, which was slightly higher than the previous year's $233,000 premium. Mr. Bolduc explained that the FY 04 budget had $265,000 and the FY 05 budget had $600,000. There was a fair amount of savings between the existing situation and the FY 05 budget and some savings in the premium of the FY 04 budget.

Mr. Bolduc said that the purchase of Terrorism Coverage would not be recommended. The terrorism on the Board side had significant costs and compared to the $34,000 quoted for the $205 million property program. The coverage needed to be focused on the property rather than the Board, he said.

Director O'Brien noted that Ms. Martin and Marsh both endorsed the recommendation before the Finance Committee voted. Director O'Brien said the recommended option did not include legal fees in the policy limit and that CRRA had $5,000,000 coverage plus legal defense costs.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Benson Cohn	X		
Mark Cooper	X		
Ray O'Brien	X		
James Francis	X		
Alex Knopp	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc - Bridgeport			

EXECUTIVE SESSION

Chairman Pace requested a motion to convene an executive session to discuss litigation, pending litigation, contractual negotiations and personnel matters with appropriate staff. Director O'Brien made the motion which was seconded by Director Cooper. Chairman Pace requested that Mr. Kirk remain during the executive session. The motion previously made and seconded was approved unanimously.

The Executive Session began at 10:00 a.m.

The Executive Session concluded at 10:25 a.m.

Chairman Pace reconvened the Board meeting at 10:26 a.m.

Chairman Pace noted that no votes were taken in Executive Session.

PROJECT REPORTS

MID-CONNECTICUT

AUTHORIZATION REGARDING THE INSTALLATION OF AN EXTENSION TO THE EXISTING PHASE 1 ASH AREA BASE LINER SYSTEM

Chairman Pace requested a motion on the referenced topic. Director O'Brien made the following motion:

RESOLVED: That the President is hereby authorized to execute an agreement with Nutmeg Gravel & Excavating, Inc. to install an extension to the existing base liner system in the Phase 1 Ash Area at the Hartford Landfill, substantially as presented and discussed at this meeting.

Director Francis seconded the motion.

Mr. Egan explained that the extension of the base liner collection system was necessary in order for CRRA to utilize the area approved by the DEP. It was a permit requirement, he said. Mr. Egan said that the engineer's estimate was lower than the lowest bid because the estimate was put together 12 months prior, and the specs were revised during the fall of 2003 to address a concern with wind shear on the liner. Construction costs, he explained, would be increased because crushed stone would be placed over the liner to address this issue.

Director O'Brien asked why there was a 50% spread between the lowest and highest bids. Mr. Egan said that he was not prepared to answer the question but would supply the information to the Board.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Benson Cohn	X		
Mark Cooper	X		
Ray O'Brien	X		
James Francis	X		
Alex Knopp	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc - Bridgeport			

AUTHORIZATION REGARDING CONSTRUCTION QUALITY ASSURANCE SERVICES ASSOCIATED WITH INSTALLATION OF AN EXTENSION TO THE EXISTING PHASE 1 ASH AREA BASE LINER SYSTEM

Chairman Pace requested a motion on the referenced topic. Director O'Brien made the following motion:

> **RESOLVED:** That the President is hereby authorized to execute an agreement with SCS Engineers, PC to provide construction quality assurance services for the extension of the base liner system in the Phase 1 Ash Area at the Hartford Landfill, substantially as presented and discussed at this meeting.

Director Francis seconded the motion.

Mr. Egan stated that the project was sole-sourced to SCS Engineers because they developed the Construction Quality Assurance Plan ("CQAP"), which was bid out during the spring of 2003. It was appropriate to use the same engineer who developed the specs and drawings and had an intimate knowledge of the project, Mr. Egan said. The project was anticipated and the money included in the budget, he added.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Benson Cohn	X		
Mark Cooper	X		
Ray O'Brien	X		
James Francis	X		
Alex Knopp	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc - Bridgeport			

AUTHORIZATION REGARDING IMPROVEMENTS TO THE ASH LOADOUT BUILDING AT THE MID-CONNECTICUT POWER BLOCK FACILITY

Chairman Pace requested a motion on the referenced topic. Director O'Brien made the following motion:

> **RESOLVED:** That the President is authorized to execute a change order with the Sentry Select Insurance Company to install improvements to the Ash Loadout Building at the Mid-Connecticut Power Block Facility, substantially as presented and discussed at this meeting.

Director Francis seconded the motion.

Mr. Gent said that CRRA had an agreement with Michael James Contracting (MJC) to enlarge and enclose the ash loadout building but that MJC had filed for bankruptcy and its agreement with CRRA was terminated. CRRA executed an agreement with Sentry Select Insurance Company to honor MJC's the warranty obligations, Mr. Gent explained, and, in addition, identified that steel plates needed to be installed to protect the building frame from the load pushing the ash.

Director O'Brien commented that CRRA seemed to be associated with bankrupt companies and asked whether procurement procedures offered a good reviewed a contractor's financial liability. Mr. Kirk replied that a review was conducted and added that MJC filed for bankruptcy after the work was completed. It was the warranty work that was affected by the warranty, he said.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Benson Cohn	X		
Mark Cooper	X		
Ray O'Brien	X		
James Francis	X		
Alex Knopp	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc - Bridgeport			

AUTHORIZATION REGARDING ACTIVITIES ASSOCIATED WITH AN INITIATIVE TO DETERMINE THE FEASIBILITY OF FULLY UTILIZING THE DESIGN CAPACITY OF THE HARTFORD LANDFILL

Chairman Pace requested a motion on the referenced topic. Director O'Brien made the following motion:

RESOLVED: That the President, to provide CRRA with the information necessary to determine the feasibility of fully utilizing the design capacity of the Hartford Landfill, is hereby authorized to enter into a contract with TRC Environmental Corporation to initiate a detailed technical investigation and prepare permit modification applications associated with utilization of the full design capacity of the Hartford Landfill, substantially as discussed and presented at this meeting.

FURTHER RESOLVED: That concurrent with the detailed technical investigation, the Board of Directors directs the President to:

- Seek additional input from leaders of the Hartford community; and,
- To accelerate dialogue with the CTDEP.

Director Francis seconded the motion.

Director O'Brien requested that he be involved with the TRC meetings.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Benson Cohn	X		
Mark Cooper	X		
Ray O'Brien	X		
James Francis	X		
Alex Knopp	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc - Bridgeport			

ADDITION TO THE AGENDA

AUTHORIZATION TO ADJUST BUDGET QUANTITIES FOR CHANGES IN LEGAL ASSIGNMENTS

Chairman Pace requested a motion to add the referenced item to the agenda. The motion made by Director O'Brien and seconded by Director Francis was approved unanimously.

Chairman Pace requested a motion on the referenced topic. Director O'Brien made the following motion:

> **RESOLVED:** That the Board approve a $99,000 increase in H&S fee Budget to perform work transferred from M&E, and to approve a corresponding decrease in M&E's fee Budget.

Director Cooper seconded the motion.

The motion previously and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano, Vice Chairman	X		
Mark Cooper	X		
Ray O'Brien	X		
James Francis	X		
Benson Cohn	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc - Bridgeport			

CHAIRMAN'S AND COMMITTEE REPORTS

POLICY & PROCUREMENT COMMITTEE

AUTHORIZATION REGARDING DELEGATION OF THE CRRA'S PRESIDENT'S AUTHORITY PURSUANT TO CONN. GEN. STAT. § 22A-277(C)

Chairman Pace requested a motion on the referenced topic. Director Cohn made the following motion:

> **RESOLVED:** Pursuant to Conn. Gen. Stat. § 22a-277(c), the CRRA Board of Directors (the "Board") hereby authorizes the President of CRRA to delegate to designated officers and employees of CRRA the authority to execute disbursement vouchers and requisition purchase orders subject to the constraints of Conn. Gen. Stat. § 22a-268.

Director O'Brien seconded the motion.

Director Lauretti commented that nothing got approved in his office without his authorization and considered it a good business practice. Mr. Kirk replied that he was aware of every expenditure and that the practice was not going to change with the authorization to delegate. Mr. Kirk added that he and Mr. Bolduc reviewed every check before distribution.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano, Vice Chairman	X		
Mark Cooper	X		
Ray O'Brien	X		
James Francis	X		
Benson Cohn	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc - Bridgeport			

CHAIRMAN'S REPORT

Chairman Pace commented that he was very appreciative of the Director's commitment to CRRA. Their attendance at meetings and level of knowledge during discussions was recognized and appreciated, he said.

Mr. Kirk gave the Board an update on legislative items including Bill numbers 5624, 540 and 5587. Mr. Kirk requested that the Board review the status of the bills and, if they had the opportunity, to contact their appointers or legislatures concerning the bills.

Mr. Kirk said that the Bill number 5624 dealt with flexibility in scheduling the Board meetings. He explained that the organization and needs of the CRRA had changed and that the monthly meeting requirement did not necessarily hold the Director's best interests. CRRA would likely meet frequently throughout the year, but not necessarily on a monthly basis. There should be some flexibility in being able to schedule meetings, he said.

Mr. Kirk said that he and former Ad Hoc member Arthur Lathrop testified in favor for the indemnification of Ad Hoc members. Mr. Kirk stated that he anticipated that the bill would be passed with no difficulty. The legislature clearly did not intend to leave out Ad Hocs members, he said.

Mr. Kirk said that he also expected the legislature to pass Bill number 540, which dealt with flexibility of employee/consultant expenditures. It was important to CRRA, he said, in extending its contracts with the municipalities.

Mr. Kirk said that he testified regarding the clarification of ash landfill ownership. He said that due to some significant opposition, CRRA was not going to pursue the ash landfill ownership portion of the bill. Mr. Kirk noted that other portions of the bill were important to CRRA and had been favorably reviewed by the Committee and expected to pass.

Mr. Kirk said that he did not expect the bottle bill to pass in 2004.

Mr. Bolduc gave the Board a review of the Financial and Variance Report for Year to Date January 2004, as detailed in the Supplemental Information of the Board package.

ADJOURNMENT

Vice Chairman Cassano requested a motion to adjourn the meeting. The motion to adjourn made by Director O'Brien and seconded by Director Cooper was approved unanimously.

There being no other business to discuss, the meeting was adjourned at 12:22 p.m.

Respectfully submitted,

Angelica Mattschei
Corporate Secretary to the Board

CONNECTICUT RESOURCES RECOVERY AUTHORITY

EXECUTIVE SESSION **MARCH 18, 2004**

An Executive Session called for the purposes of discussing litigation, pending litigation, contractual negotiations and personnel matters was convened at 11:47 a.m.

DIRECTORS

Vice Chairman Cassano
Director Sullivan
Director O'Brien
Director Martland
Director Cohn
Director Francis
Director Cooper

STAFF

Tom Kirk
Ann Stravalle-Schmidt

No votes were taken in Executive Session.

The Executive Session was adjourned at 12:10 p.m.

TAB 2

RESOLUTION REGARDING A FOURTH AMENDEMENT TO THE AGREEMENT BETWEEN THE CONNECTICUT RESOURCES RECOVERY AUTHORITY AND THE CITY OF BRIDGEPORT

RESOLVED: The President is hereby is duly authorized to execute a Fourth Amendment to the Agreement between CRRA and the City of Bridgeport to clarify contract language for waste deliveries associated with condominium complexes and allow for waste deliveries from schools to be classified as City delivered waste as substantially discussed at this meeting.

Fourth Amendment To The City of Bridgeport PILOT Agreement

April 15, 2004

Attached is the proposed Fourth Amendment to the Agreement between the City of Bridgeport (the "City") and CRRA (the "Agreement").

Per the Agreement between CRRA and the City, the City receives a preferred per ton rate for waste delivered by or on behalf of the City for condominium complexes. This rate is currently $4.10 less than the member rate. In the past, the City was billed the preferred rate for these deliveries and at other times the member rate. This erratic billing was due in large part to the vagueness of the existing contract language. This Fourth Amendment clarifies the contract language regarding deliveries from condominium complexes by classifying these deliveries as City delivered waste.

Recently, the City was requested to privatize waste pick up from schools by the DEP, which has historically been preformed by the City. Under the existing agreement, school waste delivered by private haulers are billed at the member rate and not the preferred rate. This Fourth Amendment includes language that will allow waste deliveries from schools to be classified as City delivered waste, even if delivered by a private hauler.

In addition to the two changes above, the City is seeking reimbursement of $45,205.70 for deliveries from condominium complexes and schools retroactive to December 2000 and January 2002 respectively. CRRA management has reconciled and agrees with this amount, which reflects the difference between the actual member rate charged and the preferred rate that should have been charged.

The Solid Waste Advisory Board unanimously approved the attached resolution at their March 31, 2004 meeting.

The attached resolution and Agreement does not include changes from the Finance Committee due to the timing of their April meeting. Any changes proposed by the Finance Committee will be presented to the Board of Directors at their April meeting.

RESOLUTION APPROVED BY SOLID WASTE ADVISORY BOARD

RESOLUTION REGARDING A FOURTH AMENDEMENT TO THE AGREEMENT BETWEEN THE CONNECTICUT RESOURCES RECOVERY AUTHORITY AND THE CITY OF BRIDGEPORT

RESOLVED: That the Connecticut Resources Recovery Authority ("CRRA") hereby is authorized to execute a fourth amendment to the agreement between CRRA and the City of Bridgeport to clarify contract language for waste deliveries associated with condo complexes and allows for waste deliveries from schools to be classified as City delivered waste.

FURTHER RESOLVED: That CRRA is authorized to reimburse the City of Bridgeport a one-time amount of $45,205.70 for tip fee differences for waste deliveries from condo complexes and schools retroactive back to December 2000 and January 2002, respectively.

FOURTH AMENDMENT TO THE AGREEMENT BETWEEN CONNECTICUT RESOURCES RECOVERY AUTHORITY AND THE CITY OF BRIDGEPORT, CONNECTICUT

This FOURTH AMENDMENT, made and dated as ________ of ____________2003, by and between the Connecticut Resources Recovery Authority (the "Authority), a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut (the "State"), and the City of Bridgeport in the State, municipality and political subdivision of the State (the "City") acting by and through its Authorized Representative:

WITNESSETH:

The City and the Authority have heretofore entered into an agreement on or about May, 1984 ("Original Agreement"), concerning, among other things, the payment to the City of payments in lieu of taxes ("PILOTs"), which agreement has heretofore been modified three amendments dated, respectively, August 30, 1985, September 9, 1986 and June 30, 1987. Such agreement and amendments are attached hereto and the Original Agreement as so amended is hereinafter referred to as the "Agreement".

In consideration of the mutual covenants hereinafter set forth, the parties hereto so agree to amend the Agreement as follows:

1. ARTICLE III TRANSFER STATIONS section 3.7 of the May, 1984 agreement shall be deleted in its entirety and replaced with:

    3.7 The Authority agrees to treat as City Delivered Acceptable Waste, waste from condominium complexes and/or schools now existing or created during the operation of the transfer station whether transported by City owned vehicles or private carriers as identified at least bi-annually by the City to CRRA. Such identification shall include the name and location of the condominium complex and/or school and authorized hauler for each site and approved CRRA permit numbers of the vehicles delivering the waste. The Authority will treat the above waste as City Delivered Acceptable Waste unless the total annual tons delivered from the condominium complexes and schools as described above is greater than 125% of the previous three fiscal year average annual deliveries for condominium complexes and schools. Deliveries in excess of 125% of this average annual amount will be deemed not to be City Delivered

Acceptable Waste and shall be billed at the regular member rate until the City has provided substantiation that the excess deliveries are for any additional condo complexes or schools. Any annual adjustments will be completed no later than September 15 of the following fiscal year and upon notification all adjustments will be final.

Except as expressly provided for in this amendment all other provisions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect. Failure to enforce any provision of this Fourth Amendment or the Agreement does not waive future enforcement thereof.

In witness wherefore, the Authority and City have respectively signed this Fourth Amendment as of _______

Connecticut Resources Recovery Authority

____
By Its President

City of Bridgeport

____
By Its Mayor

Witnessed

____

TAB 3

RESOLUTION REGARDING WASTE MANAGEMENT, INC., WASTE DELIVERY AGREEMENT, BRIDGEPORT PROJECT

RESOLVED: That the President is authorized to execute the agreement with Waste Management, Inc., for the delivery of Acceptable Waste to CRRA's Bridgeport Project, substantially as presented and discussed at this meeting.

Connecticut Resources Recovery Authority
Contract Summary for
Waste Management, Inc., Waste Delivery Agreement
Bridgeport Project

Presented to SWAB:	March 31, 2004 The SWAB passed a resolution on the above date authorizing CRRA to enter into an agreement with Waste Management, Inc. for the delivery of waste to the Bridgeport System.
Presented to CRRA Board:	April 15, 2004
Contractor:	Waste Management, Inc.
Term:	July 1, 2004 – December 31, 2008
Key Contract Provisions:	Minimum put-or-pay deliveries of 125,000 tons per year. Delivery cap of 150,000 tons per year. Waste may originate from Bridgeport Project Member and Non-Member Municipalities provided the Non-Member municipalities' waste is not committed to one of the other CRRA projects (Mid-Connecticut, Wallingford and Southeast projects). WM may have use of the Bridgeport Project transfer stations.
Tip Fee:	$61.25/ton up to 125,000 tons $60.00/ton 125,001to 150,000 tons
Tip Fee Escalator:	Escalated each Contract Year by 75% of the CPI capped at 3% per Contract Year

BRIDGEPORT SOLID WASTE DELIVERY AGREEMENT

THIS BRIDGEPORT SOLID WASTE DELIVERY AGREEMENT (the "Agreement") is made and entered into as of this 1st day of July, 2004, 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, 17th Floor, Hartford, Connecticut 06103-1722 (hereinafter "CRRA") and **WASTE MANAGEMENT OF CONNECTICUT, INC.**, having its offices at 495 Blake Street, New Haven, Connecticut 06515 (hereinafter "Hauler", the term "Hauler" also includes any affiliates, subsidiaries, related entities and agents).

Preliminary Statement

Pursuant to the terms and conditions set forth below, CRRA is willing to accept Acceptable Waste generated within the corporate boundaries of Member Municipalities or Non-Member Municipalities, and delivered by Hauler to CRRA's Bridgeport resources recovery facility located at 8 Howard Avenue in Bridgeport, Connecticut (the "Facility"), or any of the transfer stations of CRRA's Bridgeport resources recovery project (collectively, the "Transfer Stations", and the Facility together with the Transfer Stations are hereinafter collectively referred to as the "Facilities").

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, CRRA and Hauler hereby agree as follows.

Terms and Conditions

1. For purposes of this Agreement, (i) the term "Wesi Projects" shall mean the resources recovery projects operated by Wheelabrator Environmental Systems, Inc., or Riley Energy Systems of Lisbon Corporation and located in Lisbon, Connecticut, Peekskill, New York, Millbury, Massachusetts and North Andover, Massachusetts; (ii) the term "Member Municipalities" shall mean those municipalities that either are members of CRRA's Bridgeport resources recovery project or have an agreement to deliver solid waste to such project; (iii) the term "Non-Member Municipalities" shall mean those municipalities that are not members of any CRRA resources recovery project or do not have any agreement with CRRA to deliver Acceptable Waste to any such CRRA project, but excluding those municipalities that are either members of the Bristol resources recovery project in Bristol, Connecticut (the "Bristol Project") or have a written agreement to deliver solid waste to the Bristol Project or any of the Wesi Projects; (iv) the term "Solid Waste" shall mean unwanted and discarded solid material consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding semi-solid, liquid material

collected and treated in a municipal sewerage system; (v) the term "Procedures" shall mean the rules and procedures established by CRRA and Bridgeport Resco Company, L.P. ("Resco") for the Facility, which Procedures are hereby incorporated by reference and made a part hereof as if such Procedures had been attached in their entirety to this Agreement; and (vi) the term "Acceptable Waste" shall mean Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by CRRA and Resco in accordance with all applicable federal, state and local laws as well as the Procedures for processing by and disposal at the Facility, but excluding any Solid Waste that is or may in the future be required by law or regulation to be recycled.

2. Prior to delivering any "Acceptable Waste" to the Facilities, 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. Hauler shall also, at all times, comply with the Procedures, including any amendments thereto that are made by CRRA from time-to-time.

3. Prior to delivery of any "Acceptable Waste" to the Facilities, Hauler shall submit, along with its permit application, a guaranty of payment satisfactory to the CRRA in all respects and in the form of Letter of Credit, surety bond or cashier's check in an amount sufficient to cover two (2) months of waste disposal charges as estimated by the CRRA. CRRA shall reassess the amount of the guarantee from time to time.

4. Hauler shall amend its Letter of Credit or surety bond or provide additional cashier's check to the CRRA if requested to do so by the CRRA for any additional amounts of Acceptable Waste delivered pursuant to this Agreement. Additionally, if Hauler submits to CRRA either a letter of credit or surety bond, Hauler shall, within sixty (60) days before the expiration of same, renew the letter of credit or surety bond and 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 resubmit 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 these requirements of this paragraph 4, then CRRA may deny Hauler any further access to the facilities and/or revoke its permit for same.

5. During the term of this Agreement, Hauler shall deliver to the Facilities all Acceptable Waste generated within the corporate boundaries of any of the Member Municipalities that Hauler or any entity affiliated with Hauler or any agent of Hauler collects pursuant to an agreement or otherwise, or that comes into Hauler's or such affiliate's or agent's possession through other means. In addition, during the term of this Agreement, Hauler shall deliver to the Facilities at least 125,000 tons of Acceptable Waste ("Guaranteed Tonnage Amount") generated from within the corporate boundaries of any of the Member Municipalities or Non-Member Municipalities that Hauler, or any entity affiliated with Hauler or any agent of Hauler, collects pursuant to an agreement or otherwise, or that comes into Hauler's or such affiliate's or agent's possession through other means. If Hauler does not achieve the

Guaranteed Tonnage Amount, Hauler shall pay CRRA the per ton service fee specified under Paragraph 6 of this Agreement for the Guaranteed Tonnage Amount. In addition, during the term of this Agreement, Hauler may deliver to the Facilities Acceptable Waste above the Guaranteed Tonnage Amount up to an annual maximum Acceptable Waste tonnage amount of 150,000 tons ("Maximum Tonnage Amount"). Hauler shall pay for any Acceptable Waste deliveries in the 125,001 to 150,000 annual tonnage range ("Discretionary Tonnage Amount") in the rates identified under Paragraph 6 of this Agreement.

6. For the Guaranteed Tonnage Amount delivered under this Agreement, Hauler shall pay to CRRA for Contract Year 1 of this Agreement a service fee of SIXTY-ONE and 25/100 ($61.25) Dollars for each ton of Acceptable Waste which is delivered to the Facilities by Hauler. For the Discretionary Tonnage Amount delivered under this Agreement, Hauler shall pay to CRRA for Contract Year 1 of this Agreement a service fee of SIXTY and 00/100 ($60.00) Dollars for each ton of Acceptable Waste which is delivered to the Facilities by Hauler. For Contract Years 2 – 5 of this Agreement, the foregoing service fees for Contract Year 1 for the Guaranteed Tonnage Amount and the Discretionary Tonnage Amount shall be escalated based upon SEVENTY-FIVE (75%) PERCENT of the U.S. Department of Labor's Consumer Price Index CUURX100SAO using the following formula:

$$SF = SF_{n-1} \times \left[1 + .75 \times \frac{(CPI_n - CPI_{n-1})}{CPI_{n-1}}\right]$$

where SF_{n-1} is the service fee for the immediately preceding Contract Year; CPI_n is, for any Contract Year, CPI for the month of June immediately preceding such Contract Year; and "CPI_{n-1}" is, for any Contract Year, CPI for the month of June immediately preceding the Contract Year that immediately precedes such Contract Year. For purposes of this Contract, the term "Contract Year" shall mean the twelve (12) month period commencing on July 1st and ending on the following June 30th, and the term "CPI" shall mean the Consumer Price Index for All Urban Consumers (Cross Classification of Region and Population Size Class, Northeast/Size Class B/C Index, All Items) (December, 1996 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Index"). In the event that the United States Department of Labor changes the base reference period for determining the Index, the adjustments as set forth above shall continue to be calculated with December, 1996 as the base reference period using figures or conversion formulas that the United States Department of Labor may publish at the time such base reference period is changed. In the event the Index is modified by the U.S. Congress or the U.S. Department of Labor or is no longer published or applicable, any appropriate conversion formulas published by the United States Department of Labor shall be used by the parties hereto in order to translate calculations hereunder from the Index to a

mutually agreeable substitute index.

The foregoing annual change in CPI in any Contract Year from the preceding Contract Year shall be capped at THREE (3%) PERCENT.

7. Hauler and CRRA represent that this agreement is valid, binding and lawful. Hauler shall at all times defend, indemnify, and hold harmless CRRA, any operator and their respective directors, officers, employees, agents on the count of and from and against any and all liabilities, actions, claims, damages, losses, judgments, worker's compensation payments, cost and expenses including but not limited to, attorneys' fees and court costs, arising out of injuries to the person including death, damage to the property, or any other damages alleged to have been sustained by: (a) CRRA, any operator, or any of their respective directors, officers, employees, agents or sub-contractors, or (b) Hauler or any of it's directors, officers, employees, agents or sub-contractors, or (c) any other person, to the extent any such injuries, damage or damages are caused by or alleged to have been caused, in whole or in part, by the acts or omissions or negligence of the Hauler or any of its affiliates, directors, officers, employees, agents or subcontractors.

8. Hauler further undertakes to reimburse CRRA for damage to property of CRRA caused by Hauler, any of its affiliates, or any of its directors, officers, employees, agents or subcontractor. The existence of insurance shall in no way limit the scope of this indemnification. Hauler's obligations under this section shall survive the termination of this Agreement.

9. Hauler shall pay any invoices rendered by CRRA for any charges in cost incurred with any connection with this Agreement, including but not limited to disposal charges, penalties, fines, interest charges, attorney fees and adjustments, within fifteen (15) days from the day of such invoice. If Hauler fails to do so, CRRA, at is sole discretion, may deny Hauler further access to the Facilities and/or revoke its permit for same.

10. Any Acceptable Waste delivered by Hauler must comply with the requirements for Acceptable Waste as set forth in CRRA's Bridgeport Project Permitting, Disposal And Billing Procedures as amended from time to time by CRRA attached hereto as **Exhibit A** and made a part hereof. If Hauler does not comply with these requirements as set forth in this paragraph 10, CRRA at is sole discretion, may deny Hauler any further access to the Facilities.

11. Hauler shall deliver to the "CRRA System" all CRRA Project Waste generated within the corporate boundaries of any of the "CRRA Project Municipalities" that Hauler or any such entity or agent collects pursuant to an agreement or otherwise, or that comes into Hauler's or such entity's or agent's possession through other means. For the purposes of this paragraph 11: (i) the term "CRRA System" shall mean CRRA's resources recovery facilities, transfer stations, recycling facilities, disposal sites and any alternative site or sites chosen by CRRA for processing or disposing of waste; (ii) the term "CRRA Project Municipalities" shall mean those municipalities that are either members of any of CRRA's resources recovery projects or

have an agreement to deliver waste to any of these projects; and (iii) the term "CRRA Project Waste" shall mean waste that is generated within the corporate boundaries of any of the CRRA Project Municipalities, and can be accepted at and processed by the CRRA System. Hauler shall cause all of its affiliate entities or other agents to deliver to the CRRA System all CRRA Project Waste that Hauler or any such entity or agent collects pursuant to an agreement or otherwise, or that comes into Hauler's or such entity's or agent's possession through other means.

12. 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 Hauler hereunder and CRRA shall have the right to terminate this Agreement.

13. This Agreement may not be assigned in whole or in part by Hauler and shall be void if so assigned, except upon express written consent of CRRA, which consent will not be unreasonably withheld. 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.

14. For purposes of this paragraph 14 the term "operational problems" shall mean those times when the Facility cannot accept Acceptable Waste delivered by Hauler pursuant to paragraph 5 above, and Hauler is either turned away from the Facility or directed in writing by CRRA to not deliver such Acceptable Waste to the Facility. If CRRA cannot accept any Acceptable Waste delivered by Hauler pursuant to paragraph 5 above due to operational problems at the Facility, CRRA shall have the right to elect, in its sole and absolute discretion, to accept all or any part of such Acceptable Waste at another CRRA resources recovery facility. In the event of such an election, Hauler shall deliver to such other facility the amount of such Acceptable Waste that CRRA has elected to accept at such facility. Hauler shall pay to CRRA a service fee equal to the then current municipal solid waste disposal service fee payable by member municipalities of such facility for each ton of Acceptable Waste delivered by Hauler to such facility pursuant to this paragraph 14. If CRRA does not exercise its above election, Hauler shall have the right to deliver any Acceptable Waste that CRRA could not accept under paragraph 5 above because of operational problems at the Facility to a disposal facility that is permitted and licensed to lawfully accept and dispose of such Acceptable Waste.

15. In the event Hauler delivers Acceptable Waste to any of the Transfer Stations, and such Transfer Stations cannot accept such Acceptable Waste due to capacity limits imposed by law, regulation, or permit, then Hauler shall transport and deliver such Acceptable Waste to the Facility.

16. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

17. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

18. The term of this Agreement shall commence on July 1, 2004 (the "Commencement Date") and shall continue until December 31, 2008. The five (5) Contract Years of this Agreement are as follows: (i) Contract Year 1 = July 1, 2004 – June 30, 2005; (ii) Contract Year 2 = July 1, 2005 – June 30, 2006; (iii) Contract Year 3 = July 1, 2006 – June 30, 2007; (iv) Contract Year 4 = July 1, 2007 – June 30, 2008; and (v) Contract Year 5 = July 1, 2008 – December 31, 2008. This Agreement shall become effective on the Commencement Date, subject to the approval of CRRA's Board of Directors.

19. 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.

20. For purposes of this Paragraph 20, the term Solid Waste shall not include Bulky Waste, as defined in Section 22a-209-1 of the Regulations of Connecticut State Agencies, and the term "Hauler" shall mean Hauler and its affiliated companies. Hauler acknowledges and agrees that Hauler shall not accept or process at Hauler's Norwalk transfer station ("Hauler's Transfer Station") any Solid Waste generated by any of the Member Municipalities. Hauler hereby grants authorized representatives of CRRA or any of the Member Municipalities access to Hauler's Transfer Station for the purpose of inspecting the waste stream to such facility in order to determine if Hauler is in compliance in its obligations under this Paragraph 20. In conducting any such inspection, such representatives shall not unreasonably interfere with the operations of Hauler's Transfer Station, and shall comply with all reasonable safety procedures imposed by Hauler for Hauler's Transfer Station. Hauler may accompany such representatives during the course of any inspection hereunder. If pursuant to any such inspection such representatives determine that Solid Waste generated by any of the Member Municipalities is being delivered by a third party, Hauler shall deny such third party any further access to Hauler's Transfer Station. If the representatives determine that such Solid Waste is being delivered by Hauler or any of its affiliated companies to Hauler's Transfer Station, Hauler shall immediately stop accepting and processing at Hauler's Transfer Station Solid Waste generated by any of the Member Municipalities. Hauler also acknowledges and agrees that Hauler shall not deliver to and/or dispose of at any other facility available to Hauler any Solid Waste generated by any of the Member Municipalities. If after written notice from CRRA to Hauler of any breach of Hauler's obligations under this Paragraph 20, Hauler commits any subsequent breach of such obligations, CRRA shall have the right to pursue any and all remedies available to CRRA at law or in equity, including but not limited to specific performance and injunctive relief, in order to enforce the provisions of this Paragraph 20. In addition to such remedies, CRRA shall have the right to increase the then current per ton service fees payable hereunder by one ($1.00) dollar, which increase shall become effective upon Hauler's receipt of written notice of such increase from CRRA. Hauler shall pay such imposed increase as liquidated damages

(but not as a penalty) for such subsequent breach. All such remedies referenced or described in this Paragraph 20 shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

21. CRRA shall make good faith efforts: (i) upon the closure of the Waterbury Landfill, to redirect deliveries of Bulky Waste from Member Municipalities to Hauler's Transfer Station; and (ii) to encourage Member Municipalities and the operators of the Facilities to send their Bulky Waste to Hauler's Transfer Station.

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

WASTE MANAGEMENT
OF CONNECTICUT, INC.

By: [signature]

Its [handwritten title]
Duly Authorized

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By:________________
Thomas D. Kirk
Its President
Duly Authorized

N:legal dept. forms/SolidWasteAgreements/BridgeportMSW/FY04/WasteManagementBdptSWDAgreeJan04

EXHIBIT A

BRIDGEPORT PROJECT PERMITTING, DISPOSAL AND BILLING PROCEDURES

Effective July 1, 2001

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

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ARTICLE I

GENERAL

Section 1.01 - Definitions. As used in these procedures, the following terms shall have the meanings as set forth below:

(a) "Acceptable Waste" shall include Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality, and deemed acceptable by the Authority in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Waste Facilities. Pursuant to subsection (vii) below the Authority may agree in writing that Solid Waste originating from sources outside Participating Municipalities be deemed Acceptable Waste, so long as it otherwise complies with the requirements specified herein. Acceptable Waste shall include but is not limited to the following: (i) scrap wood not exceeding six (6) feet in length or width or four (4) inches in thickness; (ii) single trees and large tree limbs not exceeding six (6) feet in length or four (4) inches in diameter and with branches cut to within six (6) inches of the trunk or limb, as the case may be; (iii) metal pipes, tracks and banding or cable and wire not exceeding three (3) feet in length and one and a half (1 1/2) inches in diameter; (iv) cleaned and emptied calls or drums not exceeding five (5) gallons in capacity and with covers removed; (v) automobile tires without rims exclusively from the residential Solid Waste stream and in limited quantities, if any to be determined by the Authority on a day-to-day basis; (vi) paper butts or rolls, plastic or leather strappings or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and Cut in half lengthwise; (vii) Non-processible Waste as defined herein; and (viii) any other Solid Waste deemed acceptable by the Authority in its sole discretion. Acceptable Waste shall not include any Special Waste unless such Special Waste is approved by CRRA in accordance with these procedures for disposal at any of the Waste Facilities or and materials or waste that are or may in the future be required by law and/or regulation to be recycled.

(b) "Account" shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between the Authority and a person, firm or Participating Municipality providing for the use the Facilities and the services in connection therewith.

(c) "Authority" or "CRRA" shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut.

(d) "Bulky Waste" shall mean construction, demolition and/or land clearing debris.

(e) "By-Pass Waste" shall include Acceptable Waste that is ordinarily processed at the Facility but is instead diverted by the Authority for disposal at any other site designated by the Authority.

(f) "Facility" shall mean the Authority's Bridgeport resources recovery facility located at 8 Howard Avenue in Bridgeport, Connecticut.

(g) "Facilities" shall mean the Waste Facilities.

(h) "Mixed Load" shall mean Solid Waste from more than one Participating Municipality stored and carried in a single vehicle, roll-off box or trailer and delivered to any of the Facilities.

(i) "Municipal Solid Waste Management Services Contract" or "MSA'" shall mean the contract between the Authority and a Participating Municipality for the processing and disposal at the Facilities of all Acceptable Waste generated by the Participating Municipality within its boundaries.

(j) "Non-Processible Waste" shall include Acceptable Waste that cannot be processed at the Facility and is normally disposed of at a Landfill, provided that the individual items of such Acceptable Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by six (6) feet by seven (7) feet, including but not limited to the following: (i) household furniture, chairs, tables, sofas, mattresses, appliances and rugs; (ii) individual items such as blocks of metal that would in the Authority's sole discretion and determination cause damage to the Waste Facilities if processed and/or incinerated therein; (iii) bathroom fixtures, such as toilets bathtubs and sinks; (iv) purged and emptied propane, butane and acetylene tanks with valves removed exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by the Authority on a day-to-day basis; and (v) any other Acceptable Waste deemed by the Authority in its sole discretion to be Non-Processible Waste.

(k) "Operator" or "Operators" shall mean the organization or personnel in such organization under contract with the Authority for the operation of any of the Facilities.

(l) "Participating Municipality" shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within corporate limits, and which has executed a Municipal Solid Waste Management Services Contract or made special arrangements with the Authority for the processing and disposal of Acceptable Waste at the Facilities.

(m) "Permittee" shall mean those persons, corporations, firms, governmental agencies, quasi-governmental agencies, or other entities owning, leasing or operating vehicles, roll-off boxes or trailers, or a Non-Project Recycling Facility, who have completed and submitted a permit application to the Authority and have been issued a permit to use the Facilities.

(n) "Permit Number" shall mean the number assigned to a vehicle, trailer, roll-off box, or a Non-Project Recycling Facility, which has been approved by the Authority to use the Facilities.

(o) "Private/Non-Commercial Hauler" shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.

(p) "Project" shall mean the Facilities constituting the Authority's Bridgeport Project.

(q) "Solid Waste" shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding semi-solid, liquid materials collected and treated in a municipal sewerage system.

(r) "Transfer Station" shall mean any of the following facilities, including all roads appurtenant thereto, owned and/or operated by the Authority for receiving Acceptable Waste from any Participating Municipality for transport to a destination of ultimate disposal: the Authority's solid waste transfer stations located in Greenwich, Darien, Norwalk, Westport, Fairfield, Trumbull and Milford.

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

(t) "Waste Facilities" shall mean the Facility and all Transfer Stations of the Project.

(u) "Waste Hauler" shall mean a person or firm, including a "collector" as defined in Section 22a-220a(g) of the Connecticut General Statutes, whose main source of income is derived from the collection, transportation, and/or disposal of waste.

Section 1.02 – Preamble. These procedures may be amended by the Authority from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact the Authority's Billing Department at (860) 549-1751 in order to obtain a copy of the procedures in effect. Additional copies of these procedures may be obtained at the cost of reproduction and postage.

Section 1.03 - General Principles of Interpretation.

(a) The captions contained in these procedures have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the express terms or provisions of these procedures.

(b) The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice-versa, whenever the context of these procedures so requires.

(c) The Authority reserves the right to amend these procedures and the definitions herein from time to time as it deems necessary in its sole discretion.

(d) These procedures are intended to comply and be consistent with each Municipal Solid Waste Management Services Contract for the Project. In the event of any conflict between these procedures and any Municipal Solid Waste Management Services Contract for the Project, the latter shall control.

ARTICLE II

PERMITTING

Section 2.01 - Permit Application.

(a) These procedures constitute CRRA's minimal requirements for use of the Facilities. The Operators and each Participating Municipality having jurisdiction over any of the Facilities may have or impose additional requirements for such use, all of which requirements must be met and complied with by each applicant and Permittee hereunder. In the event that any provisions of these procedures conflicts with any such additional requirements, the more stringent requirement will control and prevail, and to the extent such more stringent requirement is not set forth in these procedures, it shall be deemed to be incorporated by reference and made a part of these procedures as if it had been fully set forth herein.

(b) Any Waste Hauler, Private Non-Commercial Hauler or any other person or entity that desires to use the Facilities shall obtain a permit in accordance with these procedures before delivering Acceptable Waste or Special Waste to the Facilities.

(c) Each applicant for a permit shall complete a permit application and provide to the Authority all of the necessary information requested thereon, including but not limited to: (i) the identification of each vehicle owned, leased or operated by the applicant or its agents and employees and to be used by the applicant for the delivery of Acceptable Waste to the Facilities; (ii) all Participating Municipalities in which each such vehicle will collect Acceptable Waste; (iii) copies of any permits, licenses or approvals issued by any such Participating Municipalities authorizing such applicant to collect Acceptable Waste therein; (iv) copies of any permits, licenses or approvals issued by any of the Operators; and (v) all certificates of insurance that the applicant is required to provide pursuant to Article III hereof.

(d) Each applicant shall also execute and submit to the Authority all documents attached to the permit application, including but not limited to: (i) a Bridgeport Solid Waste Delivery Agreement (if applicable); (ii) Indemnification Agreement; (iii) Credit Agreement and (iv) a financial Guarantee Bond or Letter of Credit.

Section 2.02 - Submission of Permit Application.

(a) Upon applicant's completion of the permit application and execution of all documents attached thereto, the applicant shall submit such permit application and documents and pay the applicable permit fees to the Authority.

(b) Pursuant to the submission of a Permit Application to the Authority, each applicant and Permittee hereby agrees to cooperate with CRRA or the Authority's Designee in any matter affecting the orderly operation of the Facilities and to fully abide by and comply with these procedures. In addition to the foregoing, each applicant and Permittee acknowledges and agrees that any failure to cooperate with CRRA or the Authority's Designee to abide by or comply with these procedures shall result in fines and/or suspension or revocation of disposal privileges at the Facilities.

Section 2.03 - Guaranty of Payment.

Permittee shall submit along with its permit application a guaranty of payment satisfactory to the Authority in all respects and in the form of either a letter of credit, a suretyship bond, a cashier's check or cash and in an amount sufficient to cover two (2) month's of waste disposal charges as estimated by the Authority. Permittee shall amend its letter of credit or suretyship bond, or provide any additional cashier's checks to the Authority in order to increase the foregoing amount if requested to do so by the Authority. Additionally, if Permittee submits to the Authority either a letter of credit or suretyship bond, Permittee shall within sixty (60) days before the expiration of the same renew such letter of credit or suretyship bond and furnish the renewed letter of credit or suretyship bond to the Authority. If Permittee's letter of credit or suretyship bond is canceled or terminated Permittee shall immediately submit to the Authority a new letter of credit or suretyship bond that complies with the requirements of this Section 2.03. If Permittee fails to comply with any of the requirements of this Section 2.03, or fails to maintain adequate security, then the Authority may deny Permittee any further access to the Facilities and/or revoke or suspend its permit for the same.

Section 2.04 - Issuance and Renewal of Permit.

(a) Provided that the applicant has submitted its permit application and all other documents required to be submitted hereunder to the Authority, applicant has paid to the Authority the applicable permit fees and such Permit Application and documents are complete and satisfactory in all respects to the Authority, then the Authority may issue a permit to the applicant.

(b) Upon the issuance of a permit:

(i) the Permittee shall be assigned an Account number;

(ii) all of the vehicles listed on the Permittee's permit application shall be assigned a decal with a Permit Number, which decal shall be prominently and permanently affixed by the Permittee in a location clearly visible to the scalehouse operator and as designated by the Authority; and

(c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by the Authority. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to the Authority a renewal permit application together with the pertinent renewal fee for the same within twenty (20) days before the end of each fiscal year. The renewal fees to be paid by each Permittee hereunder shall be determined by the Authority on an annual basis. Any Permittee who falls to perform its renewal obligations under this Section 2.04(c) shall be denied access to the Facilities by the Authority until such Permittee performs such renewal obligations.

Section 2.05 - Tare Weights.

Tare weights of all vehicles, trailers and roll-off boxes may be established after delivery of the first load of Acceptable Waste under a new permit at one of the Facilities. Tare Weights may be checked by the scalehouse operator at any time.

Section 2.06 - Miscellaneous.

In the event that a Permittee discontinues the use of any vehicle, under the Permittee's permit or if the Permittee acquires any vehicle that is not authorized under the Permittee's permit, then the Permittee shall submit an amended permit application to the Authority Pursuant and subject to the above procedures set forth in this Article II. In the event that a Permittee falls to submit an amended permit application to the Authority as required above, the Authority shall have the right to suspend or revoke such Permittee's permit.

(b) Permittee is responsible for all charges, costs, expenses disposal fees and fines incurred under the Permit.

(c) Permittee is responsible for all charges, costs, expenses, disposal fees, and fines incurred even if the permit is stolen or lost discontinued, until Permittee informs CRRA of such.

ARTICLE III

INSURANCE

Section 3.01 - Insurance.

(a) Each Permittee shall procure and maintain, at its own cost and expense, throughout the term of any permit issued to such Permittee, the following insurance, including any required endorsements thereto and amendments thereof:

(i) Commercial general liability insurance alone or in combination with, commercial umbrella insurance with a limit of not less than one million ($1,000,000.00) dollars each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).

(ii) Business automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million ($1,000,000.00) dollars each accident.

(iii) Workers' compensation insurance with statutory limits and employers' liability limits of not less than five hundred thousand ($500,000.00) dollars each accident for bodily injury by accident and five hundred thousand ($500,000.00) dollars for each employee for bodily injury by disease.

(b) Each applicant or Permittee shall submit along with its permit or permit renewal application to the Authority an executed original certificate or certificates for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced in Section 3.01 (c) below. Additionally, each Permittee shall furnish to the Authority within thirty (30) days before the expiration date of the coverage of each above required insurance a certificate or certificates containing the information required in Section 3.01 (c) below and certifying that such insurance has been renewed and remains in full force and effect.

(c) All policies for each insurance required above shall: (i) name the Authority as an additional insured (this requirement shall not apply to automobile liability or workers' compensation insurance); (ii) include a standard severability of interest clause; (iii)

provide for not less than thirty (30) days' prior written notice to the Authority by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage; (iv) hold the Authority free and harmless from all subrogation rights of the insurer; and (v) provide that such required insurance hereunder is the primary insurance and that any other similar insurance that the Authority may have shall be deemed in excess of such primary insurance.

(d) All policies for each insurance required above shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A-or better, or otherwise deemed acceptable by the Authority in its sole discretion.

(e) Subject to the terms and conditions of this Section 3.01, any applicant or Permittee may submit to the Authority documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability, business automobile liability insurance and employers' liability insurance.

(f) If any Permittee fails to comply with any of the foregoing insurance procedures, then the Authority may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for same.

(g) No provision of this Section 3.01 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages or other costs and expenses.

(h) The Authority shall not, because of accepting, rejecting, approving, or receiving any certificates of insurance required hereunder, incur any liability for: (i) the existence, nonexistence, form or legal sufficiency of the insurance described on such certificates; (ii) the solvency of any insurer; or (iii) the payment of losses.

(i) For purposes of this Article III, the terms applicant or Permittee shall include any subcontractor thereof.

Section 3.02 - Permittee shall at all times defend, indemnify and hold harmless CRRA, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, fines, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and court costs) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA, any Operator, or any of their respective directors, officers, employees, agents or subcontractors or (b) Permittee or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse CRRA for damage to property of CRRA caused by Permittee or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this

indemnification. Permittee's obligations under this Section 3.02 shall survive the termination or expiration of Permittee's permits.

ARTICLE IV

OPERATING AND DISPOSAL PROCEDURES

Section 4.01 - Delivery of Acceptable Waste.

Each Permittee shall deliver Acceptable Waste to those Waste Facilities designated by CRRA, or as otherwise allowed pursuant to a Bridgeport Solid Waste Delivery Agreement executed by the Authority and the Permittee.

Section 4.02 - Access to the Facility.

Access to the Facility by vehicles delivering Acceptable Waste from outside the City of Bridgeport shall be by State Highway or Interstate Highway entrances to I-95 and proceeding to I-95 off-ramps closest to the destination. From the off-ramps, vehicles shall use only roads that access the Facility. Road shall not be used for through-access to the Facility. More restrictive criteria may be promulgated as required by local conditions and shall be strictly adhered to by all Permittees.

Section 4.03 - Temporary Emergency Access to the Facility. CRRA staff, in their sole discretion and subject to any conditions or restrictions that they deem appropriate, may on a case-by-case basis allow a Permittee temporary emergency access to the Facility for the purpose of delivering Acceptable Waste to the same with a vehicle, roll-off box or trailer that is not authorized pursuant to these procedures to do so; provided, that such Permittee notifies CRRA staff at least twenty-four (24) hours in advance of Permittee's need for such temporary emergency access.

Section 4.04 - Hours for Delivery. The hours for delivery to the Facilities shall be as follows:

(a) The Facility

Monday through Saturday	6:00 a.m. to 4:00 p.m.

(b) Transfer Stations

Monday through Friday	7:00 a.m. to 3:00 p.m.
Saturday	7:00 a.m. to 12:00 p.m.

(c) The Authority may, with at least thirty (30) days prior written notice, change the hours of operation for any of the Facilities. Holiday and emergency closings and any schedule of make-up hours will be posted as needed at each of the Facilities.

Section 4.05 - Disposal Procedures.

(a) Subject to any terms and conditions that the Authority may require, CRRA may direct that Non-Processible Waste and/or Special Waste be delivered directly to either a Landfill or any other site.

(b) Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facilities. Only vehicles with back-up lights and audible warning signals that are properly functioning and in compliance with all applicable federal, state and local laws or regulations shall be allowed access to the Facilities.

(c) The doors of all vehicles shall be clearly marked with the business name and address of the Permittee. Any vehicle that is not properly marked shall be denied access to the Facilities.

(d) All vehicle traffic will be directed by the Operator.

(e) No vehicles shall approach any scale until directed by the Operator. Each vehicle shall have its driver side window completely rolled down from the time such vehicle drives onto the inbound scale until it has discharged its load and passed over or by the outbound scale.

(f) The speed limit on all roadways of the Facilities is 15 m.p.h., unless otherwise posted.

(g) When directed, a driver shall proceed with caution to the tipping floor or bay and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.

(h) Unacceptable Waste shall not be delivered by any Permittee or vehicle to any of the Facilities. In the event that Unacceptable Waste is delivered to any of the Facilities, the Authority and its agents, employees or Operators may choose to reload the Unacceptable Waste back on to the offending vehicle. In connection therewith, the Authority may at its sole discretion, issue a verbal and written warning to the Permittee of the offending vehicle and/or charge such Permittee a reloading fee of five hundred ($500.00) dollars. The Authority may impose a reloading charge of one thousand ($1,000.00) dollars for each subsequent violation. The Authority may revoke the permit of any Permittee who fails to pay a reloading charge. In addition to the foregoing remedies for the delivery of Unacceptable Waste, the Authority may (i) detain the driver and the offending vehicle until representatives from DEP have inspected the Unacceptable Waste and made recommendations, and/or (ii) take whatever corrective action the Authority in its sole discretion deems necessary at the sole cost and expense of the Permittee whose vehicle delivered the Unacceptable Waste, including but not limited to excavating, loading, transporting and disposing of the Unacceptable Waste, revoking such Permittee's permit and imposing against such Permittee any fines or charges.

(i) All trucks must remain tarped until they are in the disposal area and out of the operation's way.

(j) No drainage of roll-off boxes is allowed on the premises of any Facilities.

(k) Roll-off boxes shall not be turned around on site.

(l) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.

(m) Drivers must latch and unlatch packers in the disposal area.

(n) Drivers who wish to hand clean their truck blades must do so in areas designated by the Operators.

(o) Upon the direction of the Operators, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.

(p) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.

(q) All vehicles and personnel shall proceed at their own risk on the premises of all Facilities.

(r) No loitering is permitted at any of the Facilities.

(s) Smoking of tobacco products is prohibited at all Facilities except in designated smoking area(s). The possession and/or drinking of alcohol as well as the possession and/or use of drugs at any time while on the premises of any of the Facilities is strictly prohibited.

(t) At all times while on Facilities' premises, the drivers shall comply with the Operator's instructions.

(u) Other procedures for the Facilities may be promulgated over time by the Authority and when issued must be strictly obeyed.

(v) Anyone violating any provision of Sections 22a-220, 22a-220a(f) or 22a-250 of the Connecticut General Statutes or any other federal, state or local law or regulation shall be reported by the Authority to the appropriate authorities.

ARTICLE V

BILLING

Section 5.01 - Payment of Invoices.

Invoices shall be issued and payable as follows: The Authority shall issue an invoice to each Permittee on a monthly basis, and each Permittee shall pay such invoice within twenty (20) days from the date of such invoice.

Section 5.02 - Liability for Payment of Invoices.

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

Section 5.03 - Past Due Invoices.

If a Permittee falls to pay in full any invoice issued by the Authority pursuant to Section 5.01 (a) on or before the close of business of the twentieth (20th) day following the date of such invoice. then such invoice shall be deemed past due and a delayed payment charge of one percent (1%) of the amount past due shall be imposed commencing on the thirthith (30th) day following the invoice date and continuing on a monthly basis following such thirthith (30) day period until such invoice is paid in full.

Section 5.04 - Miscellaneous.

If any Permittee falls to pay any invoice under this Article V by the due date for such invoice, then the Authority may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for the same until such Permittee pays in full to the Authority all past due invoices including any interest thereon. Additionally, the Authority may in its sole discretion pursue any remedies available to it at law or in equity, including but not limited to procuring the amounts owed from such Permittee's guaranty of payment, in order to collect such amounts. In connection therewith, the Permittee shall also be liable for all costs, expenses or attorneys' fees incurred by the Authority in collecting the amounts of past due invoices owed by such Permittee to the Authority, whether or not suit is initiated.

ARTICLE VI

LEGAL

Section 6.01

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

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

TAB 4

RESOLUTION REGARDING STANDARD FORM HAULER AGREEMENTS MID-CONNECTICUT, BRIDGEPORT AND WALLINGFORD PROJECTS

RESOVED: That the President is authorized to execute agreements for the delivery of Acceptable Waste to CRRA's Mid-Connecticut, Bridgeport and Wallingford waste facilities using the standard form Hauler agreements, substantially as presented and discussed at this meeting.

Connecticut Resources Recovery Authority
Contract Summaries for
Standard Form Waste Delivery Hauler Agreements
Mid-Connecticut, Wallingford and Bridgeport Resources Recovery Projects

Presented to CRRA Board:	April 15, 2004
Vendors/Contractors:	All haulers who want to deliver municipal solid waste to the Mid-Connecticut, Wallingford and Bridgeport waste-to-energy facilities must execute a standard form hauler waste delivery agreement. For the current 2004 fiscal year approximately 105 standard hauler agreements have been executed for waste deliveries to the three projects.
Term:	Mid-Connecticut agreement: July 1, 2004 through June 30, 2007 (three-year term). Wallingford agreement: July 1, 2004 through June 30, 2007 (three-year term). Bridgeport Project agreement: July 1, 2004 through June 30, 2006 (two-year term).
Conditions:	Haulers shall deliver to the designated facility all Acceptable Waste that comes into their control that is generated within the corporate boundaries of any of the CRRA Project Municipalities. Failure on the part of Hauler to deliver such Acceptable Waste pays as liquidated damages the then prevailing project per ton tip fee, plus $15.00 for each ton of waste hauler failed to deliver to the designated facility. Wallingford agreement only contains the provision that should a hauler fail to divert waste to the Mid-Connecticut Project when directed by CRRA to do so, shall pay the then prevailing Mid-Connecticut Project per ton tip fee as liquidated damages. Wallingford agreement only provides haulers a reduced tip fee (from $56.00 to $51.00) for each ton of waste diverted away from the Wallingford plant to the Mid-Connecticut plant when hauler is directed by CRRA to divert waste.
FY05 Tip Fees:	Mid-Connecticut Project FY05: $70.00/ton Bridgeport Project FY05: $64.50/ton Wallingford Project FY05: $56.00/ton

Subsequent Year Tip Fees: Shall be set and approved by CRRA's Board of Directors and respective project governing boards per the standard annual budgeting process and shall not exceed the tip fee imposed on the member municipalities for the applicable contract year.

MID-CONNECTICUT SOLID WASTE DELIVERY AGREEMENT

This MID-CONNECTICUT SOLID WASTE DELIVERY AGREEMENT (the "Agreement") is made and entered into as of this 1st day of July, 2004, 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 ________________________, a ___________________________, having its principal offices at ___________________________, (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 Waste," as defined in CRRA's *Mid-Connecticut Permitting, Disposal & Billing Procedures* ("Procedures"), attached hereto as Attachment A and made a part hereof, generated within the corporate boundaries of Member Municipalities and delivered by Hauler to the Mid-Connecticut project facility or facilities designated by CRRA (the "Designated Facility").

NOW, THEREFORE, in consideration of CRRA issuing to Hauler a permit to dispose of Acceptable 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, which Procedures are attached hereto as Attachment A and are hereby incorporated by reference and made a part hereof. For purposes of this Agreement, the term "Member Municipalities" shall mean those municipalities that either are members of CRRA's Mid-Connecticut resources recovery project or have an agreement to deliver Acceptable Waste to such project.

2. Prior to delivering any Acceptable 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. Hauler shall also, at all times, comply with the Procedures, including any amendments thereto that are made by CRRA from time to time.

3. Prior to delivering any Acceptable Waste to the Designated Facility, the 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 two (2) months of waste disposal

charges as estimated by CRRA. In its sole discretion, CRRA shall reassess the amount of the guaranty 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 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 Waste generated within the corporate boundaries of any of the Member Municipalities that Hauler collects pursuant to an 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. For each Fiscal Year during the term of this Agreement, Hauler shall pay to CRRA a Service Fee not to exceed the Service Fee calculated in the manner described in Attachment B, attached hereto and made a part hereof, for each ton of Acceptable Waste generated in such Fiscal Year within the corporate boundaries of any of the Member Municipalities and delivered to the Designated Facility by Hauler pursuant to this Agreement.

7. Hauler acknowledges and agrees that its failure to deliver the foregoing Acceptable Waste to the Designated Facility and/or to the CRRA System will cause substantial economic harm to CRRA. Hauler further acknowledges and agrees that the economic harm imposed on CRRA by Hauler's actions will be difficult to quantify and prove as to an exact amount. Notwithstanding the foregoing sentence, Hauler agrees that the prevailing Fiscal Year per ton Service Fee plus fifteen and 00/100 (15.00) dollars for each ton of Acceptable Waste that Hauler fails to deliver to the Designated Facility and/or the CRRA System in accordance with the terms of this Agreement is a reasonable approximation of such economic harm to CRRA. Therefore, instead of requiring CRRA to prove such economic harm, Hauler and CRRA agree that as liquidated damages and not as a penalty for Hauler's failure to deliver Acceptable Waste, Hauler shall pay to CRRA the prevailing Fiscal Year per ton Service Fee plus fifteen and 00/100 (15.00) dollars for each ton of Acceptable Waste that Hauler fails to deliver to the Designated Facility and/or the CRRA System in accordance with the

terms of this Agreement. Hauler's obligations under this paragraph 7 shall survive the termination and/or expiration of this Agreement.

8. Hauler shall at all times defend, indemnify and hold harmless CRRA, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and court costs) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA, any Operator, or any of their respective directors, officers, employees, agents or subcontractors, or (b) Hauler or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions or negligence of Hauler, any of its affiliates, directors, officers, employees, agents or subcontractors. Hauler's obligations under this paragraph 8 shall survive the termination or expiration of this Agreement.

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 this Agreement.

10. Hauler shall pay any invoices rendered by CRRA for any charges and costs 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 Designated 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 Waste delivered by Hauler must comply with the requirements for Acceptable Waste set forth in the Procedures attached hereto in Attachment A of this Agreement. 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. Hauler shall deliver to the CRRA System all CRRA Project Waste generated within the corporate boundaries of any of the CRRA Project Municipalities that Hauler collects pursuant to an agreement or otherwise, or that comes into Hauler's or such entity's or agent's possession through other means. For purposes of this paragraph 12: (i) the term "CRRA System" shall mean CRRA's resources recovery facilities,

transfer stations, recycling facilities, disposal sites and any alternatives site or sites chosen by CRRA for processing or disposing of waste; (ii) the term "CRRA Project Municipalities" shall mean those municipalities that are either members of any of CRRA's resources recovery projects or have an agreement to deliver waste to any of these projects; and (iii) the term "CRRA Project Waste" shall mean waste that can be accepted at and processed by the CRRA System.

13. 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 Hauler hereunder, and CRRA shall have the right to terminate this Agreement without notice and to require that all invoices and/or other billings be made current.

14. 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.

15. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

16. 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.

17. The term of this Agreement shall commence on July 1, 2004 (the "Commencement Date") and shall continue until June 30, 2007. This Agreement shall become effective on the Commencement Date, subject to the approval of CRRA' s Board of Directors.

18. 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.

19. Hauler agrees to modify the terms of this Agreement if CRRA requests such reasonable modifications necessitated by CRRA's financing purposes.

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

[NAME OF HAULER]	CONNECTICUT RESOURCES RECOVERY AUTHORITY
By: ________________	By:________________
Its ______________ Duly Authorized	Thomas D. Kirk Its President Duly Authorized

ATTACHMENT A

ATTACHMENT B

The Service Fee to be paid by the Hauler for each of the (3) Fiscal Years during the term of this Agreement shall be calculated in the following manner:

1) For each of the two (2) Fiscal Years beginning on July 1, 2005, and July 1, 2006, respectively, not less than 120 days prior to the commencement of each such Fiscal Year, CRRA shall calculate, and provide notice of the calculation of the Service Fee to be paid by the Hauler for each such Fiscal Year. Such Service Fee shall be set at a uniform rate per ton. The Service Fee shall be set such that the receipt by CRRA of the aggregate of: (1) Service Fees collected from all Haulers for Acceptable Waste from Member Municipalities; and (2) Service Charges collected from Member Municipalities for Acceptable Waste (collectively, the "Aggregate Fees"), shall be sufficient to pay or provide for CRRA's Net Cost of Operation of the Mid-Connecticut Project for such Fiscal Year. For purposes of this Agreement, the term "Net Cost of Operation" shall mean, with respect to a Fiscal Year, the sum of all expenditures of CRRA resulting from or necessitated by the ownership, operation and maintenance of and renewals and replacements to the Mid-Connecticut Project or the rendering of services by CRRA with respect to the Mid-Connecticut Project ("Total Expenditures"), minus all revenues received by CRRA with respect to the Mid-Connecticut Project ("Other Revenue") but excluding the Aggregate Fees. For purposes of this paragraph, the term "Mid-Connecticut Project" shall mean CRRA's Mid-Connecticut Project, including all associated facilities, transfer stations, disposal site or sites and such alternative site or sites, for the processing or disposal of solid waste.

The Service Fee shall be calculated pursuant to the following formula:

1. (Total Expenditures) minus (Other Revenue) = Net Cost of Operation

2. (Net Cost of Operation) divided by (Est. Tons of Acceptable Waste for Mid-Connecticut Project) = Service Fee

2) For the Fiscal Year beginning on July 1, 2004, and ending on June 30, 2005 ("Fiscal Year 2005"), CRRA has performed the above calculation with respect to the Service Fee to be paid by the Hauler. For the Fiscal Year 2005, the Service Fee shall be SEVENTY and 00/100 DOLLARS ($70.00) for each ton of Acceptable Waste generated within the corporate boundaries of any of the Member Municipalities and delivered to the Designated Facility by Hauler pursuant to this Agreement.

For the delivery of East Windsor Acceptable Waste to the Ellington Transfer Station, Hauler shall pay, in addition to the above Service Fee, a fixed surcharge of $2.25 per ton.

For the delivery of Connecticut River Estuary Regional Planning Agency ("CRERPA") (the towns of Chester, Clinton, Deep River, Essex, Killingworth, Old Saybrook and Westbrook) Acceptable Waste to the Essex Transfer Station, Hauler shall pay a per ton variable surcharge.

The surcharge is calculated as follows: Each year CRRA shall set the Essex Transfer Station surcharge using the authorized dollar amount for payment of a regional recycling coordinator (historically $28,000.00) and Town of Essex host community benefit (historically $30,000.00), as determined by CRERPA, divided by the number of tons estimated to be delivered to the Essex Transfer Station by the CRERPA towns listed above in that year. The Essex Transfer Station surcharge for 2005 fiscal year (July 1, 2005 through June 30, 2005) has been set at $.90 per ton.

BRIDGEPORT SOLID WASTE DELIVERY AGREEMENT

This BRIDGEPORT SOLID WASTE DELIVERY AGREEMENT (the "Agreement") is made and entered into as of this 1st day of July, 2004, 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 ________ ___________________, a _____________________________, having its principal offices at _____ _________________________, (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 Waste," as defined in CRRA's *Bridgeport Project Permitting, Disposal and Billing Procedures* ("Procedures"), attached hereto as **Exhibit A** and made a part hereof, generated within the corporate boundaries of CRRA Project Municipalities (as hereinafter defined) and delivered by Hauler to CRRA's Bridgeport resources recovery facility located at 6 Howard Avenue, Bridgeport, Connecticut (the "Designated Facility").

NOW, THEREFORE, in consideration of CRRA issuing to Hauler a permit to dispose of Acceptable 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. For purposes of this Agreement, (i) the term "Wesi Projects" shall mean the resources recovery projects operated by Wheelabrator Environmental Systems, Inc., or Riley Energy Systems of Lisbon Corporation and located in Lisbon, Connecticut, Peekskill, New York, Millbury, Massachusetts and North Andover, Massachusetts; (ii) the term "Member Municipalities" shall mean those municipalities that either are members of CRRA's Bridgeport resources recovery project or have an agreement to deliver solid waste to such project; and (iii) the term "Non-Member Municipalities" shall mean those municipalities that are not members of any CRRA resources recovery project or do not have any agreement with CRRA to deliver Acceptable Waste to any such CRRA project, but excluding those municipalities that are either members of the Bristol resources recovery project in Bristol, Connecticut (the "Bristol Project") or have a written agreement to deliver solid waste to the Bristol Project or any of the

Wesi Projects. Hauler is prohibited from delivering any Acceptable Waste to the Designated Facility originating from Wesi Projects or Non-Member Municipalities.

3. Prior to delivering any Acceptable 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. Hauler shall also, at all times, comply with the Procedures, including any amendments thereto that are made by CRRA from time to time.

4. Prior to delivering any Acceptable 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 two (2) months of waste disposal charges as estimated by CRRA. At its sole discretion, CRRA shall reassess the amount of the guarantee as defined in the Procedures.

5. 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, 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 5. If Hauler fails to comply with any of the requirements of this paragraph 5, 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 5 are met.

6. During the term of this Agreement, Hauler shall deliver to the Designated Facility all Acceptable Waste generated within the corporate boundaries of any of the CRRA Project Municipalities that Hauler collects pursuant to an agreement or otherwise, or that comes into Hauler's possession through other means.

7. 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 sixty-nine and 00/100 (69.00) dollars for each ton of Acceptable Waste generated in Fiscal Year 2005 within the corporate boundaries of any of the CRRA Project Municipalities and delivered to the Designated Facility by Hauler pursuant to this Agreement. Hauler acknowledges and agrees that the foregoing Service Fee may be modified by the CRRA Board of Directors from time to time.

8. Hauler acknowledges and agrees that its failure to deliver the foregoing Acceptable Waste to the Designated Facility and/or to the CRRA System will cause substantial economic harm to CRRA. Hauler further acknowledges and agrees that the economic harm imposed on CRRA by Hauler's actions will be difficult to quantify and prove as to an exact amount. Notwithstanding the foregoing sentence, Hauler agrees that the prevailing Fiscal Year per ton Service Fee plus fifteen and 00/100 (15.00) dollars for each ton of Acceptable Waste that Hauler fails to deliver to the Designated Facility and/or to the CRRA System in accordance with the terms of this Agreement is a reasonable approximation of such economic harm to CRRA. Therefore, instead of requiring CRRA to prove such economic harm, Hauler and CRRA agree that as liquidated damages and not as a penalty for Hauler's failure to deliver Acceptable Waste, Hauler shall pay to CRRA the prevailing Fiscal Year per ton Service Fee plus fifteen and 00/100 (15.00) dollars for each ton of Acceptable Waste that Hauler fails to deliver to the Designated Facility and/or the CRRA System in accordance with the terms of this Agreement. Hauler's obligations under this paragraph 8 shall survive the termination and/or expiration of this Agreement.

9. Hauler shall at all times defend, indemnify and hold harmless CRRA, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and court costs) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA, any operator, or any of their respective directors, officers, employees, agents or subcontractors, or (b) Hauler or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions or negligence of Hauler, any of its affiliates, directors, officers, employees, agents or subcontractors. Hauler's obligations under this paragraph 9 shall survive the termination or expiration of this Agreement.

10. 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 10 shall survive the termination or expiration of the Agreement.

11. Hauler shall pay any invoices rendered by CRRA for any charges and costs incurred in connection with this Agreement, including but not limited to disposal charges, penalties, fines, interest charges, attorneys fees and adjustments, within fifteen (15) 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 5 and this

paragraph 11, Hauler is not relieved of its legal responsibilities to perform its obligations under this Agreement.

12. Any Acceptable Waste delivered by Hauler must comply with the requirements for Acceptable Waste set forth in the Procedures as set forth in Exhibit A. If Hauler does not comply with these requirements set forth in this paragraph 12, 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.

13. Hauler shall deliver to the CRRA System all CRRA Project Waste generated within the corporate boundaries of any of the CRRA Project Municipalities that Hauler collects pursuant to an agreement or otherwise, or that comes into Hauler's or such entity's or agent's possession through other means. For purposes of this paragraph 13: (i) the term "CRRA System" shall mean CRRA's resources recovery facilities, transfer stations, recycling facilities, disposal sites and any alternatives site or sites chosen by CRRA for processing or disposing of waste; (ii) the term "CRRA Project Municipalities" shall mean those municipalities that are either members of any of CRRA's resources recovery projects or have an agreement to deliver waste to any of these projects; and (iii) the term "CRRA Project Waste" shall mean waste that can be accepted at and processed by the CRRA System.

14. 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 Hauler hereunder, and CRRA shall have the right to terminate this Agreement without notice and to require that all invoices and/or other billings be made current. Hauler's obligations under this paragraph 14 shall survive the termination or expiration of this Agreement.

15. 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.

16. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

17. 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.

18. The term of this Agreement shall commence on July 1, 2004 (the "Commencement Date") and shall continue until June 30, 2006. This Agreement shall become effective on the Commencement Date, subject to the approval of CRRA' s Board of Directors.

19. 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.

20. Hauler agrees to modify the terms of this Agreement if CRRA requests such reasonable modifications necessitated by CRRA's financing purposes.

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

[NAME OF HAULER]

By: ________________

Its ______________
Duly Authorized

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: ________________

Thomas D. Kirk
Its President
Duly Authorized

EXHIBIT A

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, 2004, 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 ________ ____________________, a ______________________________, having its principal offices at ______ __________________________, (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 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 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 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 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 Waste generated within the corporate boundaries of any of the Listed Municipalities that Hauler collects pursuant to an 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-six and 00/100 (56.00) dollars for each ton of Acceptable Waste generated in Fiscal Year 2005 within the corporate boundaries of any of the Listed Municipalities and delivered to the Designated Facility by Hauler pursuant to this Agreement. Hauler acknowledges and agrees that the foregoing Service Fee may be modified by the CRRA Board of Directors from time to time.

7. Hauler acknowledges and agrees that its failure to deliver the foregoing Acceptable Waste to the Designated Facility and/or to the CRRA System will cause substantial economic harm to CRRA. Hauler further acknowledges and agrees that the economic harm imposed on CRRA by Hauler's actions will be difficult to quantify and prove as to an exact amount. Notwithstanding the foregoing sentence, Hauler agrees that the prevailing Fiscal Year per ton Service Fee plus fifteen and 00/100 (15.00) dollars for each ton of Acceptable Waste that Hauler fails to deliver to the Designated Facility and/or to the CRRA System in accordance with the terms of this Agreement is a reasonable approximation of such economic harm to CRRA. Therefore, instead of requiring CRRA to prove such economic harm, Hauler and CRRA agree that as liquidated damages and not as a penalty for Hauler's failure to deliver Acceptable Waste, Hauler shall pay to CRRA the prevailing Fiscal Year per ton Service Fee plus fifteen and 00/100 (15.00) dollars for each ton of Acceptable Waste that Hauler fails to deliver to the Designated Facility and/or the CRRA System in accordance with the terms of this Agreement. Hauler's obligations under this paragraph 7 shall survive the termination and/or expiration of this Agreement.

8. Hauler shall at all times defend, indemnify and hold harmless CRRA, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and court costs) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA, any operator, or any of their respective directors, officers, employees, agents or subcontractors, or (b) Hauler or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions or negligence of Hauler, any of its affiliates, directors, officers, employees, agents or subcontractors. Hauler's obligations under this paragraph 8 shall survive the termination or expiration of this Agreement.

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 and costs 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 Waste delivered by Hauler must comply with the requirements for Acceptable 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. Hauler shall deliver to the CRRA System all CRRA Project Waste generated within the corporate boundaries of any of the CRRA Project Municipalities that Hauler collects pursuant to an agreement or otherwise, or that comes into Hauler's or such entity's or agent's possession through other means. For purposes of this paragraph 12: (i) the term "CRRA System" shall mean CRRA's resources recovery facilities, transfer stations, recycling facilities, disposal sites and any alternatives site or sites chosen by CRRA for processing or disposing of waste; (ii) the term "CRRA Project Municipalities" shall mean those municipalities that are either members of any of CRRA's resources recovery projects or have an agreement to deliver waste to any of

these projects; and (iii) the term "CRRA Project Waste" shall mean waste that can be accepted at and processed by the CRRA System.

13. 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 Hauler hereunder, and CRRA shall have the right to terminate this Agreement without notice and to require that all invoices and/or other billings be made current. Hauler's obligations under this paragraph 13 shall survive the termination or expiration of this Agreement.

14. 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.

15. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

16. 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.

17. The term of this Agreement shall commence on July 1, 2004 (the "Commencement Date") and shall continue until June 30, 2007. This Agreement shall become effective on the Commencement Date, subject to the approval of CRRA' s Board of Directors.

18. 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.

19. Hauler agrees to modify the terms of this Agreement if CRRA requests such reasonable modifications necessitated by CRRA's financing purposes.

20. 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 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 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 Waste, Hauler shall pay a service fee of fifty-one and 00/100 ($51.00) dollars for each ton of Acceptable Waste required by CRRA to be diverted and delivered to and accepted at the Mid-Connecticut Facility or at the

Bridgeport Facility. If Hauler fails to properly divert Acceptable 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 Waste that was not properly diverted in accordance with the provisions of this paragraph.

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

[NAME OF HAULER]	CONNECTICUT RESOURCES RECOVERY AUTHORITY
By: _________________	By: _________________
Its _____________ Duly Authorized	Thomas D. Kirk Its President Duly Authorized

EXHIBIT A

TAB 5

RESOLUTION REGARDING AN INITIATIVE TO CONDUCT A STUDY TO IDENTIFY POTENTIAL SITES FOR A NEW LANDFILL WITHIN THE STATE OF CONNECTICUT

RESOLVED: That the President is hereby authorized to enter into a contract with Malcolm Pirnie, Inc. to undertake a study to identify possible sites which have landfill siting potential, substantially as discussed and presented at this meeting.

Connecticut Resources Recovery Authority

Contract Summary for Contract entitled

Landfill Siting Feasibility Analysis

Presented to the CRRA Board on:	April 15, 2004
Vendor/ Contractor(s):	Malcolm Pirnie, Inc.
Effective date:	April 20, 2004
Contract Type/Subject matter:	Request for Services ("RFS")
Facility (ies) Affected:	All Four CRRA Projects
Original Contract:	Three-Year Engineering Services Agreement, Number 020123
Term:	July 1, 2001 through June 30, 2004 (RFS term: 4/20/04 through 6/30/2004)
Contract Dollar Value:	$144,800
Amendment(s):	Not applicable
Term Extensions:	Not applicable
Scope of Services:	To conduct a study to determine all potential sites in Connecticut on which it may be feasible to site a bulky waste, ash residue, special waste, or municipal solid waste landfill.
Other Pertinent Provisions:	None

Connecticut Resources Recovery Authority
Bridgeport Project
Mid-Connecticut Project
Southeast Project
Wallingford Project

An Initiative to Conduct a Study to Identify Potential Sites for a New Landfill Within the State of Connecticut

April 15, 2004

Executive Summary

In order to enable CRRA to continue to fulfill its statutory obligation to identify appropriate solid waste management strategies for the State of Connecticut, and to enable CRRA to plan for adequate solid waste capacity for its four projects, it is appropriate at this time to conduct a comprehensive, definitive study to identify sites within the State of Connecticut on which there is potential to locate a landfill(s) that could accept one or more of the following waste types: ash residue, municipal solid waste, construction and demolition debris (bulky), and special wastes. This undertaking represents an important initiative for CRRA, and it is CRRA's intent that this study be unbiased, comprehensive, definitive, and defensible.

This is to propose that CRRA employ a consultant to support CRRA in evaluating potential sites within the State of Connecticut that may serve this purpose. CRRA staff solicited proposals from seven engineering firms with which CRRA has three-year services agreements, and has selected a candidate firm to conduct this study.

This is to request Board of Directors approval to employ Malcolm Pirnie, Inc. to assist CRRA in this initiative.

Discussion

Request for Proposal Process

CRRA solicited proposals from seven engineering firms pursuant to the three-year Engineering Services Agreement or Solid Waste Services Agreement that CRRA has with each of these firms. The selected firm will conduct the study pursuant to a Request for Services ("RFS") under the three-year agreement.

The seven firms were:

- Camp Dresser and McKee, Inc.
- Fuss & O'Neill, Inc.
- Malcolm Pirnie, Inc.
- R. W. Beck, Inc.
- Shaw Emcon/OWT, Inc.
- SCS Engineers, P.C.
- TRC Environmental

CRRA staff invited these seven firms to a pre-bid meeting at which CRRA discussed the goal of this initiative. CRRA provided these prospective bidders with general guidelines and boundaries for the project, and prescribed minimum criteria that CRRA expected would be employed in the study.

CRRA requested that each prospective bidder assemble a detailed scope of work, cost estimate, and estimated time frame for completing the project. CRRA required each bidder to assemble its detailed scope of work so as to demonstrate the bidder's knowledge, experience, ability, creativity, and, most importantly, how the bidder believed the study should be approached in order to best serve CRRA's goal.

Five of the seven firms submitted proposals to CRRA. CRRA staff invited four of the candidate firms to present their proposals in person. The four firms were Fuss & O'Neill, Inc., Malcolm Pirnie, Inc., SCS Engineers, P.C., and TRC Environmental.

Each firm was given one and one-half hours to present its proposal and respond to questions from CRRA staff. The interviews were conducted by members of CRRA's Environmental Division, and included David Bodendorf, Peter Egan, Ron Gingerich, and Christopher Shepard.

The firms were evaluated based on the following list of criteria:

- Knowledge, capability and experience of the firm;
- Knowledge and experience of the staff;

- Innovativeness of the approach;
- Likelihood that the bidder's approach will identify permittable sites;
- Time to complete study;
- Cost of Study.

A list of each bidders proposal cost estimate is presented below.

Firm	Bid Price ($)
EMCON/OWT, Inc.	93,891
Fuss & O'Neill, Inc.	78,000
Malcolm Pirnie, Inc.	144,800
SCS Engineers, PC	152,359
TRC Environmental	158,850

Based on the evaluation criteria listed above, its written proposal, its oral presentation, and its response to CRRA staff questions, CRRA staff recommend that CRRA employ Malcolm Pirnie, Inc. to undertake this study.

Scope of Work

This project will involve the following scope of work:

- Establish selection criteria.
- Using Geographical Information System (GIS) analysis, conduct a preliminary screening of the entire state to identify areas that meet established minimum criteria.
- Using GIS, conduct a secondary analysis, applying additional exclusionary criteria, to further delineate potential sites.
- Apply weighting criteria to develop a short list of potential sites.
- Evaluate the potential sites using more detailed, site-specific data to identify potentially permittable sites.
- Criteria to be used will include, but are not limited to, the following:
    - Location relative to receiving water bodies, both ground & surface
    - Geology and Hydrogeology
    - Potential leachate generation and hydrologic assessment
    - Proximity to POTW
    - Nearby Drinking Water Supplies and Aquifer Protection Issues
    - Surrounding Land Use
    - Local Zoning classification
    - Property Owner(s)

- Potential Land Use Conflicts
- Proximity to Utilities
- Flood Plains, Wetlands
- Airport Safety
- Fault Area, Seismic Impact Zones, Unstable Areas
- Endangered, Threatened, Protected Species
- Potential development costs
- Potential Traffic Issues and Patterns
- Infrastructure, transportation, and accessibility assessment.

- The methodology, findings and recommendations of the siting study will be assembled in a comprehensive summary report.

Financial Summary

The funds for this effort will be taken from the General Administration budget. This study will benefit all four projects, and it is appropriate that the funds are appropriated from each of the four CRRA project accounts. There are sufficient funds in the General Administration budget for this purpose.

TAB 6

RESOLUTION REARDING MEDIATION WITH THE MDC

RESOLVED: That the Board hereby confirms that, per Chairman Pace's April 7, 2004 letter to William DiBella of the MCD, the mediation between CRRA and MDC will terminate should CRRA not receive from MDC notice of agreement with CRRA's March 5, 2004 offer by at the end of business April 15, 2004

TAB 7

RESOLUTION TO PAY MCGUIREWOODS TO CONTINUE WITH THE RTC BANKRUPTCY REPRESENTATION

RESOLVED: In light of the failure by AIG to pay McGuireWoods' outstanding fees, and CRRA's need to retain McGuireWoods as its counsel in this matter, CRRA is authorized to pay McGuireWoods $ 150,000. This amount would be subject to a right of reimbursement to CRRA by McGuireWoods in the event that CRRA succeeds in obtaining payment of McGuireWoods' fees by AIG.