CRRA
BOARD MEETING
JULY 22, 2004

CONNECTICUT RESOURCES RECOVERY AUTHORITY

100 CONSTITUTION PLAZA • HARTFORD • CONNECTICUT • 06103 • TELEPHONE (860) 757-7700
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July 16, 2004

TO: CRRA Board of Directors

FROM: Kristen Greig, Legal Temp KBG

RE: Notice of Meeting

There will be a meeting of the Connecticut Resources Recovery Authority Board of Directors held on Thursday, July 22, 2004 at 9:30 a.m. at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut.

Please notify this office of your attendance at (860) 757-7787 at your earliest convenience.

Connecticut Resources Recovery Authority
Board of Directors' Meeting
Agenda
July 22, 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. Executive Session

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

IV. Minutes

1. Board Action will be sought for the approval of the May 17, 2004 Special Board Meeting Minutes (Attachment 1).

2. Board Action will be sought for the approval of the May 20, 2004 Regular Board Meeting Minutes (Attachment 2).

3. Board Action will be sought for the approval of the June 3, 2004 Special Board Meeting Minutes (Attachment 3).

V. Finance

1. Board Action will be sought regarding Approval of Fiscal Year 2004 MDC Budget Transfers (Attachment 4).

2. Board Action will be sought regarding Increase of Audit Service Fees (Attachment 5).

3. Board Action will be sought regarding Allocation of Funds Within the Wallingford "Net Asset Account" and Creation of Future Planning Reserve Fund (Attachment 6).

4. Board Action will be sought regarding Purchase of Workers Compensation Insurance for Connecticut Resources Recovery Authority Employees (Attachment 7).

VI. Project Reports

A. Mid-Connecticut

1. Board Action will be sought regarding a Cooperative Services Agreement Between Connecticut Resources Recovery Authority and United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (Attachment 8).

2. Board Action will be sought regarding an RDF Floor Repairs Agreement at the Waste Processing Facility (Attachment 9).

3. Board Action will be sought regarding Employment of Brown Rudnick Berlack & Israels LLP to Provide Legal Services on Matters Regarding the Ellington Landfill (Attachment 10).

4. Board Action will be sought regarding the Ellington Transfer Station Lease (Attachment 11).

5. Board Action will be sought regarding First Amendment to the Town of Southbury's Municipal Solid Waste Management Services Agreement (Attachment 12).

6. Board Action will be sought regarding the First Amendment to Amended and Restated Agreement for Operation and Maintenance of Power Block Facility between Connecticut Resources Recovery Authority and Resources Recovery Systems of Connecticut, Inc. for the Installation and Operation of a Dolomitic Lime System for Ash Stabilization (Attachment 13).

B. Wallingford

1. Board Action will be sought regarding Metals and Non-Processible Waste Marketing, Transportation and Disposal Services (Attachment 14).

C. General

1. Board Action will be sought regarding Adoption of the Delinquent Hauler Notification Procedure (Attachment 15).

2. Board Action will be sought regarding Waste Disposal Services (Attachment 16).

3. Board Action will be sought regarding First Amendment to Equipment Lease for Torrington and Watertown Transfer Station Rolling Stock and Amendment No. 6 to Agreement for Waste Transportation and Transfer Station and Rolling Stock Operation and Maintenance Services (Attachment 17).

VII. Chairman's and Committee Reports

A. Policy and Procurement Committee

1. The Policy and Procurement Committee will report on its July 1, 2004 meeting.

B. Organizational Synergy and Human Resources Committee

1. Board Action will be sought regarding the Compensatory Time Policy (Attachment 18).

2. The Organizational Synergy and Human Resources Committee will report on its July 14, 2004 meeting.

TAB 1

CONNECTICUT RESOURCES RECOVERY AUTHORITY

THREE HUNDRED SEVENTY-FIRST MEETING — MAY 17, 2004

A Special telephonic meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Monday, May 17, 2004 at 100 Constitution Plaza, Hartford. Those present were:

Chairman Michael Pace

Directors: Stephen Cassano
Benson Cohn
James Francis
Alex Knopp
Theodore Martland
Raymond O'Brien

Directors Cooper, Lauretti, Sullivan, Lovejoy, and Griswold did not participate.

Present from the CRRA staff:

Thomas Kirk, President
Floyd Gent, Director of Operations
Ann Stravalle-Schmidt, Director of Legal Services
Kristen Greig, Legal Temp

Also in attendance was: Peter Boucher of Halloran & Sage, LLP

Chairman Pace called the meeting to order at 9:45 a.m. and noted that a quorum was present.

1. Public Portion

Chairman Pace said that the first item on the agenda allowed for a public portion between 9:30 a.m. and 10:00 a.m. in which the Board would accept written testimony and allow individuals to speak for a limit of three minutes.

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

2. Resolution regarding Amendment Number 5 to the *Agreement for Waste Transportation and Transfer Station and Rolling Stock Operation and Maintenance Services* and Essex Transfer Station Lease.

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

> **RESOLVED:** That the President is authorized to enter into Amendment No. 5 to the *Agreement for Waste Transportation and Transfer Station and Rolling Stock Operation and Maintenance Services* and the Essex Transfer Station Rolling Stock Lease substantially as presented and discussed at this meeting.

Vice Chairman Cassano seconded the motion.

Mr. Kirk introduced the matter stating that the Board voted to terminate mediation with MDC providing a settlement agreement was not reached. Mediation ended on April 15th. As a result, CRRA sent election notices to MDC and CWPM to transfer the operations and transportation activities associated with the Essex Transfer Station. Mr. Kirk said that the resolution at hand provided a lease and buy-out provision similar to those of the Watertown and Torrington Transfer Stations. In the original agreements, vehicles were provided by CRRA since the pricing provided by CWPM was for labor only. Mr. Kirk stated that the previous administration chose to transfer the vehicles to CWPM. Mr. Kirk said that it was not in CRRA's best interest to remain in that agreement and CRRA subsequently regained ownership of the vehicles. Mr. Kirk explained that the vehicles would now be leased to CWPM for a monthly price and an end of contract buy out price. Mr. Kirk noted that the Attorney General had an ongoing investigation of the transfer of those vehicles by the previous Board to CWPM and that CRRA was expecting a report shortly.

Mr. Kirk said it was important to note two items. First, CRRA did investigate whether or not CRRA could re-bid the operations and transportation activities and concluded, through legal review, that it could not. Second, CRRA also received confirmation from its attorneys that the change in the ownership of the vehicles, which occurred post-RFP, did not void or negate RFP process. Mr. Kirk stated that CRRA did get a favorable deal from CWPM, including the value of the vehicles post-2004, which was the original contract date, in exchange for electing the two year extension option.

Chairman Pace commented that this issue was considered a hot topic when the current Board took over and after some research, the Board was in sync with the Attorney General in its desire to unwind the agreement. Chairman Pace stated that he was confident that the Attorney General's report would indicate that the new Board and management of CRRA recognized the issue as important and that they took the steps necessary to resolve it in the public's interest.

Chairman Pace, referencing the first page of the Summary of Terms and Conditions, asked if the Board wanted to include the vehicles for the Ellington Transfer Station when only the Essex vehicles were actually being transferred. Mr. Kirk responded that the inclusion did not

commit CRRA to the transfer of the Ellington vehicles. It established the same mechanism for valuation of the vehicles and eliminated the need to bring this issue back to the Board if CRRA decided to transfer the Ellington station at a later date. Mr. Gent added that Amendment Number 5, had been reviewed by legal counsel, and essentially gave CRRA the option to choose to sell the equipment at a given price.

Chairman Pace asked whether anyone had to be notified of the Agreement. Mr. Kirk and Ms. Stravalle-Schmidt both responded in the negative.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Benson Cohn	X		
James Francis	X		
Alex Knopp	X		
Theodore Martland	X		
Raymond O'Brien	X		

ADJOURNMENT

Chairman Pace requested a motion to adjourn the meeting. The motion to adjourn made by Vice Chairman Cassano and seconded by Director Cohn was approved unanimously.

There being no other business to discuss, the meeting was adjourned at 9:52 a.m.

Respectfully submitted,

Kristen B. Greig

Kristen Greig
Legal Temp

TAB 2

CONNECTICUT RESOURCES RECOVERY AUTHORITY

THREE HUNDRED SEVENTY-SECOND MEETING **MAY 20, 2004**

A regular meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Thursday, May 20, 2004 at 211 Murphy Road, Hartford, Connecticut. Those present were:

Chairman Michael Pace

Directors: Stephen Cassano
Benson Cohn
Mark Cooper
James Francis
Alex Knopp (present by phone until 10:30 a.m.)
Mark Lauretti (present until 1:05 p.m.)
Theodore Martland
Raymond O'Brien
Andrew Sullivan
Sherwood Lovejoy (ad hoc for Bridgeport) (present until 1:05 p.m.)
Timothy Griswold (ad hoc for Mid-Connecticut)

Present from the CRRA staff:

Thomas Kirk, President
James Bolduc, Chief Financial Officer
Robert Constable, Controller (present for part of the meeting)
Peter Egan, Director of Environmental Affairs & Development
Floyd Gent, Director of Operations
Paul Nonnenmacher, Director of Public Affairs
Ann Stravalle-Schmidt, Director of Legal Services
Donna Tracy, Executive Assistant
Kristen Greig, Legal Temp

Special Guest:
Attorney General Richard Blumenthal

Others in attendance: Barbara Chow of National Geographic Society, Bill DiGrazia of Connecticut Geographic Alliance, Pam Gardner of CGA, Kathleen Henry of HEJN, Josh Hughes of Hughes & Cronin, Margaret Japp of North Hartford, Frank Marci of USA Hauling &

Recycling Inc., Tom Pannone of CGA, Richard Parmlee, Sr. of HEJN, Lanny Proffer of National Geographic Society, Joyce Tentor of HEJN, Jerry Tyminski of SCRRRA

Chairman Pace called the meeting to order at 9:37 a.m. Chairman Pace requested that everyone stand for the Pledge of Allegiance, whereupon, the Pledge of Allegiance was recited.

AUTHORIZATION REGARDING NATIONAL GEOGRAPHIC

Chairman Pace requested a motion to add the referenced resolution to the agenda. The motion made by Director Sullivan and seconded by Director Cassano was approved unanimously.

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

> **RESOLVED:** That the Board, in full resolution to any and all issues and claims between the parties, hereby accepts the return by National Geographic Society of the $500,000 that CRRA contributed, in 1998, to a fund which established The Connecticut Geography Education Fund.
>
> **FURTHER RESOLVED:** That the Board hereby authorizes the President to enter into the Settlement Agreement and Release between CRRA and National Geographic Society as substantially discussed at this meeting.

Director O'Brien seconded the motion.

Chairman Pace introduced the topic by giving a brief overview of the history between National Geographic Society and CRRA. Chairman Pace stated that National Geographic had been working with the Attorney General's office and CRRA to resolve an issue that came to the Board's attention.

Mr. Nonnenmacher introduced Ms. Barbara Chow from National Geographic Society and Mr. Bill DiGrazia from Connecticut Geographic Alliance. Chairman Pace welcomed the guests and thanked them for their cooperation. Chairman Pace said that the work being done by the project, though sincere, was not directly related to the core interests of CRRA.

Chairman Pace invited Ms. Chow to make a statement.

Ms. Chow stated that she was present on behalf of National Geographic and wished she were there under better circumstances. Ms. Chow said that National Geographic would be returning $500,000 to CRRA, representing their contribution used to establish the Connecticut Geography Education Fund. Ms. Chow explained that, together, CRRA and National Geographic had done critical work towards improving geographic literacy, which had resulted in concrete gains for school children and substantial financial gains for Connecticut.

Ms. Chow noted that while she regretted the turn of events, National Geographic was determined to continue their mission in Connecticut and every other state. Ms. Chow said, "In our opinion, geographic literacy has simply never been more important than it is today. Our children face a world that is more interdependent, more global, more fragile than in any time in human history. Never has it been more important to understand the consequences and the broader implications of the actions we take. Geography provides that essential context for understanding. In the 21st century, we see this not as a luxury, but a survival skill."

Ms. Chow noted, for the record, that the source of the funds used to establish the endowment was solely the decision of the State of Connecticut. Ms. Chow stated that National Geographic and CRRA entered into the agreement in good faith and intent, and that National Geographic accepted that the conditions had changed. The program had done much work to advance geographic literacy in Connecticut and it was National Geographic's hope that the CRRA Board meeting would draw attention to the need for funds to keep the endowment operating. Ms. Chow stated that National Geographic would keep the fund active for six months with the hopes that a new donor would step forward. Ms. Chow thanked the Board for their time and the opportunity to speak before them.

Chairman Pace invited Mr. DeGrazia to make a statement.

Mr. DiGrazia stated that he represented the Connecticut Geographic Alliance along with two exemplary teachers, Mr. Tom Pennone of Waterbury and Ms. Pam Gardner of Stratford. Mr. DiGrazia said that the Connecticut Geographic Alliance ("CGA") appreciated the efforts of CRRA, noting that the partnership between the CGA and CRRA had allowed Connecticut to become one of the most exemplary states in geography education in the country.

Mr. DiGrazia stated that working with CRRA was a great experience and added that the CGA hoped to see Connecticut's geography education continue to be the best in the country. Mr. DiGrazia said that CRRA provided atlases to start a 9th grade geography program in Hartford and sponsored many recycling and environmental education programs. Mr. DiGrazia said that he hoped that someone would come forward and help the CGA continue its efforts.

Chairman Pace stated, on behalf of the Board and the Attorney General, that they would make every effort to find a replacement. As a former educator, Chairman Pace stated that he understood the value of geography education and appreciated Mr. DiGrazia's comments about CRRA's commitment to environmental education.

Chairman Pace introduced Attorney General Richard Blumenthal and invited him to make comments. Attorney General Blumenthal said:

"I want to, first of all, thank the Board, generally, for the work that you are doing which obviously has brought a new day to this agency in many, many ways. You have turned a corner, a very important corner, in this agency's history and your leadership is making an enormous difference, a historic difference, in the conduct and management and integrity of this agency. I

think today's celebration of this event is a symbol of the kind of conviction, leadership, and vision that you are bringing to CRRA in this new day.

My question and your issue with this $500,000 had nothing to do with the very laudatory, worthwhile nature of the activities. It was simply whether CRRA funds from municipalities and their taxpayers should be used to support these activities. As worthwhile and worthy as the educational and classroom activities might be, CRRA funds should not be the funding source for them and I hope there will be others available. I want to thank the National Geographic, not only for its support in Connecticut's classrooms, but also for its eagerness to do the right thing. When I called and when I offered my opinion as to the legality of these funds being used for this purpose, their reaction was to do the right thing. National Geographic wanted to do the right thing, just as CRRA did as well.

And so this money now will be returned so it can go to the purposes that your municipalities and taxpayers want to support and I hope that Connecticut will support the kind of educational activities that these funds would have been used to support.

So again, my thanks to you for your leadership and your continuing involvement in this very important cause.

I particularly want to thank Mike Pace. He is making us all proud to be fellow public servants and friends."

Director O'Brien offered an amendment to the resolution that stated that the CRRA Board was well aware of the need for geographic education and acknowledged the benefits that the program had provided. Director O'Brien stated that the Board wanted to make it clear that it was strictly a legal concern, not the performance of National Geographic that led to the dissolution of the partnership.

Chairman Pace accepted Director O'Brien's amendment as a comment, but stated that it complicated the resolution.

The motion previously made and seconded was approved unanimously.

The representative from National Geographic presented Attorney General Blumenthal with a check for $500,000.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		

Raymond O'Brien	X		
James Francis	X		
Alex Knopp	X		
Benson Cohn	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc, Bridgeport			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

Chairman Pace invited the two guest teachers to comment.

Mr. Tom Pennone attested to the good that the Connecticut Geographic Alliance and National Geographic had done for students and teachers and made an appeal to the Board to look to their connections in the State to find additional funding. Mr. Pennone stated that National Geographic and the CGA were the most professional and competent organizations he had worked with in his career.

Ms. Pam Gardner stated that National Geographic and the CGA revolutionized her teaching and helped make teachers better educators. Ms. Gardner added that the programs supported by National Geographic and CGA had engaged students to question and learn things that related to Connecticut Mastery Tests and the Connecticut Academic Performance Test. Ms. Gardner requested that the Board help find support for what she felt was one of Connecticut's best educational programs.

Director Cassano noted that the final decision was not based on how the money was being used, but on how the arrangement was made. Director Cassano stated that the CRRA Board and members of the State of Connecticut needed to find the funding so the program could remain a priority for students.

Chairman Pace requested a short recess. The Board voted unanimously in favor of the recess. The meeting recessed at 9:55 a.m. and reconvened at 10:02 a.m.

PUBLIC PORTION

Chairman Pace said that the next item on the agenda allowed for a public portion 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.

Ms. Joyce Tentor of HEJN stated that, in an attempt to discard old electronic equipment, she ended up in the landfill in Manchester. Ms. Tentor stated that the magnitude of the landfill was not obvious from the surrounding areas, which was in great contrast to the Hartford landfill. Ms. Tentor said that she felt the reason why the neighborhood surrounding the Hartford landfill

objected to an expansion was the connotation of a third-world type community and to expand it would be a disservice to central Connecticut and its residents. Ms. Tentor asked the Board to find ways to avoid the expansion.

Chairman Pace stated that the Board fully understood the community's concerns and said that the Board was looking at all options, not just at the expansion of Hartford, but also for long-term solutions. Chairman Pace added that CRRA was also looking at a post-closure plan with the hopes of turning the landfill into a usable asset for the City of Hartford. Chairman Pace and Director Martland also suggested that the public contact their legislators to gain support for CRRA's legislative effort to allow the use of ash residue.

Mr. Richard Parmlee, Sr., of HEJN, stated that a company named StarTech was looking into new ways of reusing and eliminating waste. Mr. Parmlee stated that HEJN would be interested in introducing StarTech to CRRA to discuss opportunities to eliminate the waste in Hartford.

Chairman Pace responded that CRRA would look to technology, both current and future, for alternatives and options.

Ms. Margaret Japp, a resident of Hartford, stated that she had been in contact with her legislators and asked the Board to find an alternative site for dumping. Ms. Japp stated that CRRA needed to make the decision to find an alternative a priority.

Chairman Pace stated that CRRA was looking for other options, both in and out of Connecticut. Chairman Pace said that the DEP had been asked to identify Connecticut's policy for solid waste removal and recycling and that CRRA had also taken legislative initiatives. Director Cassano added that he felt it was not CRRA's sole responsibility to find alternative landfill sites in the State of Connecticut, but that the State of Connecticut and the EPA should also be involved. Director Cassano said that if landfill sites were not available, then alternatives needed to be found.

Director O'Brien noted that the Board had also authorized the President to enter into a contract with an environmental consultant to identify alternate sites.

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

Chairman Pace requested to postpone the Executive Session with no objection from the Board.

APPROVAL OF THE MINUTES OF THE APRIL 15, 2004 REGULAR BOARD MEETING

Chairman Pace requested a motion to approve the minutes of the April 15, 2004 regular Board meeting. The motion was made by Director O'Brien and seconded by Director Cooper.

The motion previously made and seconded was approved. Director Cohn abstained from the vote as he was not present at the meeting.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Alex Knopp	X		
Benson Cohn			X
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc, Bridgeport			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

FINANCE

AUTHORIZATION REGARDING THE ADOPTION OF THE PERMITTING, DISPOSAL AND BILLING PROCEDURES

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

> **RESOLVED:** That the Board of Directors hereby adopts the Bridgeport Project, Mid-Connecticut Project, Southeast Project, and Wallingford Project Permitting, Disposal and Billing Procedures as substantially presented and discussed at this meeting.

Director O'Brien seconded the motion.

Director Lauretti asked whether it was possible for municipalities to get records of MSW deliveries. Mr. Constable stated that reports of individual transactions were available. Mr. Kirk added that each municipality was supplied monthly reports and that weigh tickets were also available if there were a particular issue. Director Lauretti stated that individual tickets were not necessary, but that he would like to understand the weekly deliveries for his municipality. Mr. Constable stated that he would request that information.

Director Sullivan stated that he was hesitant to single out one project or one municipality within a project when supplying additional reports because of the potential requests that could follow. Chairman Pace suggested that Mr. Constable confer with Director Lauretti regarding whether his was a one-time or continuing request and stated that Director Lovejoy and Mr. Constable would be liaisons to the Board.

Mr. Constable noted, for the benefit of the Board, that the Southeast Project Procedures were intended to cover those contracts that were directed by CRRA. Mr. Constable said that SCRRRA also had their own contracts and procedures and wanted to clarify that those procedures were referenced in CRRA's contracts. Mr. Constable stated that the stricter of the two procedures would be applied in case a conflict arose.

The motion previously made and seconded was approved unanimously.

Eligible Voters	**Aye**	**Nay**	**Abstain**
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Alex Knopp	X		
Benson Cohn	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc, Bridgeport			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

AUTHORIZATION REGARDING PURCHASE OF WORKERS COMPENSATION INSURANCE FOR CONNECTICUT RESOURCES RECOVERY AUTHORITY EMPLOYEES

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

RESOLVED: In recognition of the requirement that CRRA comply with Connecticut's workers compensation statutes, Connecticut Resources Recovery Authority Board of Directors hereby authorizes the acquisition of workers compensation insurance from a financially secure and stable insurer for the period 7/1/04-7/1/05 in a premium not to exceed $65,000. Final selection will be reported at the July Board meeting.

Director O'Brien seconded the motion.

Director Sullivan reported to the Board that the budget for the referenced insurance was $75,000, which was a significant increase from last year. Director Sullivan explained that the reason the Board was not voting on a finite number was because one was not yet available. Director Lauretti asked why the Board would vote on any dollar amount when it was readily known that the organization budgeted $75,000. Director Lauretti stated that insurers submitting bids would have no incentive to bid below $75,000.

Chairman Pace responded that the $65,000 figure was brought before the Board to put a cap on what the anticipated increase would be and explained that the budget reflected a true number of what a cost analysis indicated the service would cost. Chairman Pace stated that budgetary disclosure was part of CRRA's transparency to the public and a result of the procedures set by the Policy & Procurement Committee.

Director O'Brien added that a substantial portion of the increase was not only due to escalation in the industry, but also the increase in field-oriented employees. Mr. Bolduc said that while CRRA was not advertising the budget, the number was available because of CRRA's transparency policy. Mr. Bolduc stated that the most competitive bid would be selected.

Mr. Kirk suggested that the Finance Committee look into the possibility of making the total budget public, and leaving line items blank, to minimize the availability of competitive information to bidders. Director Lauretti also suggested that the bidding process be complete before the budget was published and approved. Chairman Pace stated that as the Board followed through with its legislative requirements and the confidence in CRRA increased, the issue could be revisited.

Director Griswold asked why a premium amount had to be included in the resolution, and gave the example that if the premium came in at $65,000 it would still fit within the budgetary allotment. Chairman Pace explained that it was the Chair's decision to ensure every Board member had enough information to make an intelligent decision when they voted.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		

Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc, Bridgeport			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

AUTHORIZATION REGARDING CONTRACT FOR 401(k) CONSULTING SERVICES

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

> **RESOLVED:** That the President or Chief Financial Officer is authorized to execute an agreement with UBS Financial Services, Inc. to provide semi-annual analyses of CRRA's 401(k) Plan's investment performance and on-going recommendations for keeping CRRA's 401(k) plan up to date. In addition, UBS Financial Services, Inc. shall provide CRRA employee educational sessions. These services shall be provided for an annual premium not to exceed $20,000. The term of this agreement is for a three-year period, commencing August 4, 2004 and expiring July 31, 2007.

Director O'Brien seconded the motion.

Mr. Bolduc explained that under ERISA rules, CRRA's management was required to have a plan to monitor 401(k) Plan fund selections, educate employees, and maintain administrative information. Mr. Bolduc stated that managers and Board members involved with the plan also had fiduciary responsibilities that reached beyond E & O insurance coverage. The proposed consulting service, UBS Financial Services, Inc., would fulfill those fiduciary responsibilities and also provide employees educational sessions.

Director Lauretti asked how the $20,000 premium was established. Mr. Bolduc responded that the premium was a proposal resulting from a RFP which included a Scope of Service. Mr. Bolduc confirmed that the $20,000 premium was all-inclusive.

Mr. Bolduc noted that he had worked with UBS Financial Services in the past but ensured the Board that the selection was made by an internal group.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc, Bridgeport			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

AUTHORIZATION REGARDING THE ADOPTION OF THE FISCAL YEAR 2005 METROPOLITAN DISTRICT COMMISSION MID-CONNECTICUT PROJECT ANNUAL OPERATING BUDGET

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

RESOLVED: The fiscal year 2005 Metropolitan District Commission Mid-Connecticut Project Annual Operating Budget, excluding the projected costs for the Essex transfer station and the associated transportation costs be adopted substantially in the form as presented at this meeting. In its adoption of this MDC Annual Operating Budget, CRRA does not validate or approve the terms of the foregoing MDC Annual Operating Budget and CRRA reserves its rights to dispute and or challenge any of the terms of the foregoing MDC Annual Operating Budget in particular, and without limitation, MDC's statement of Indirect Costs, and in no way waives CRRA's legal or equitable rights. The adoption of this MDC Annual Operating Budget does not preclude CRRA from effectuating the April 19, 2000 Arbitration decision in CRRA versus the MDC including, but not limited to, CRRA's right to a new Indirect Costing Methodology and CRRA's right to seek recovery of funds previously paid to MDC as Indirect Costs.

FURTHER RESOLVED: That the CRRA management evaluate the MDC Annual Operating Budget quarterly, as provided in the agreement between CRRA and the MDC, and make changes if required, pursuant to the agreement.

Director Cooper seconded the motion.

Director Sullivan informed the Board that the referenced issue had been discussed in depth at the Finance Committee meeting and requested an update from Mr. Gent. Mr. Gent stated that CRRA had just received new figures from MDC regarding indirect costs and the Essex Transfer Station. Mr. Gent said that, while they were still being reviewed, the figures were still higher than CRRA believed they should be. Mr. Gent stated that CRRA would have the opportunity to continue working with MDC and make adjustments as necessary, as indicated by the resolution.

Chairman Pace asked whether the changes were significant. Mr. Constable responded that MDC was proposing to change the indirect cost methodology, but the proposed methodology still required review. Chairman Pace asked whether MDC was working with CRRA toward a resolve. Mr. Constable stated that CRRA and MDC had a very constructive meeting, but due to time constraints, all items had not been resolved. Mr. Constable said that as the issues were addressed, CRRA could revise the budget on a quarterly basis.

Director Sullivan asked what the difference was between MDC's original proposed budget and the most current proposal. Mr. Kirk estimated that the reduction would was approximately $1.8 million. Chairman Pace stated that he was positive MDC would continue to make efforts.

Director Sullivan emphasized the importance of the sentence in the resolution which read, "The adoption of this MDC Annual Operating Budget does not preclude CRRA from effectuating the April 19, 2000 Arbitration decision in CRRA versus the MDC including, but not limited to, CRRA's right to a new Indirect Costing Methodology and CRRA's right to seek recovery of funds previously paid to MDC as Indirect Costs."

The motion previously made and seconded was approved unanimously.

Eligible Voters	**Aye**	**Nay**	**Abstain**
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc, Bridgeport			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

DISCUSSION AND POSSIBLE BOARD ACTION REGARDING WALLINGFORD REIMBURSEMENT

Director Sullivan requested that the referenced action be postponed until further clarification regarding the Wallingford reimbursement could be obtained. Mr. Bolduc noted that the Wallingford board meeting had been rescheduled for June 2, 2004, which he would attend to address the legal and accounting issues relative to the surplus.

Director Sullivan made the motion that the action be tabled. Director O'Brien seconded the motion. The motion was approved unanimously.

PROJECT REPORTS

MID-CONNECTICUT

AUTHORIZATION REGARDING SELECTION OF A CONTRACTOR TO PROVIDE OPERATION AND MAINTENANCE SERVICES FOR THE LANDFILL GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION AT THE ELLINGTON LANDFILL

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

> **RESOLVED:** That the President is hereby authorized to enter into a contract with SCS Field Operations to provide operation and maintenance services for the landfill gas collection system and thermal oxidizer station at the Ellington Landfill, substantially as discussed and presented at this meeting.

Director Cooper seconded the motion.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		

Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Mark Lauretti	X		
Timothy Griswold, Ad Hoc, Mid-Connecticut	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc, Bridgeport			

AUTHORIZATION REGARDING APPROVAL OF AGREEMENT FOR WASTEWATER REMOVAL AND TANK CLEANING SERVICES FOR THE MID-CONNECTICUT PROJECT TRANSFER STATIONS

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

RESOLVED: That the President of CRRA be authorized to enter into an agreement with United Industrial Services for Wastewater Removal and Tank Cleaning Services to be performed at the four Mid-Connecticut Project transfer stations, substantially as discussed and presented at this meeting.

Director Martland seconded the motion.

The motion previously made and seconded was approved unanimously.

Eligible Voters	**Aye**	**Nay**	**Abstain**
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Mark Lauretti	X		
Timothy Griswold, Ad Hoc, Mid-Connecticut	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc, Bridgeport			

AUTHORIZATION REGARDING AN AGREEMENT WITH FCR REDEMPTION, INC., THE MID-CONNECTICUT PROJECT'S CONTAINER PROCESSING FACILITY OPERATOR

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

RESOLVED: The President is authorized to enter into an agreement with FCR, Inc., the Mid-Connecticut Project's container processing facility operator, substantially in the form as discussed at this meeting, as follows:

1.) Extend the term of the Facility Agreement authorizing FCR as operator from May 21, 2004 until June 30, 2005;

2.) In consideration for revocation of the $330,000 proposed retrofit in accordance with the June 3, 2003 Settlement Agreement, CRRA will pay FCR, Inc. $7,000 per month for the period of April 1, 2004 through June 30, 2005, resulting in total payment of $105,000.

Director Cassano seconded the motion.

Mr. Gent stated that a meeting was held with FCR regarding improvements that were required to be made to the existing plant. Mr. Gent said that CRRA was obligated, under the existing settlement agreement, to spend $330,000, but in order to reach that figure CRRA would actually have to spend additional money. As a result, CRRA and FCR reached a settlement agreement that CRRA would pay FCR $7,000 per month for a total of payment of $105,000, resulting in a net savings of $225,000.

Director O'Brien asked what would happen when the Facility Agreement expired on July 1, 2005. Mr. Kirk responded that the services would be bid out again.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Mark Lauretti	X		
Timothy Griswold, Ad Hoc, Mid-Connecticut	X		

Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc, Bridgeport			

AUTHORIZATION REGARDING SPOT WASTE DELIVERY LETTER AGREEMENTS BETWEEN BRRFOCC AND THE CRRA

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

> **RESOLVED:** That the President is authorized to execute reciprocal Letter Agreements between the BRRFOC and CRRA for the delivery of spot waste substantially as presented and discussed at this meeting.

Director Cassano seconded the motion.

Mr. Gent stated that there were two copies of the same letter in the Board package and presented the Board with corrected letters.

The motion previously made and seconded was approved unanimously.

Eligible Voters	**Aye**	**Nay**	**Abstain**
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Mark Lauretti	X		
Timothy Griswold, Ad Hoc, Mid-Connecticut	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc, Bridgeport			

AUTHORIZATION REGARDING THE STANDARD FORM MUNICIPAL SOLID WASTE DELIVERY AGREEMENT FOR THE MID-CONNECTICUT PROJECT

Chairman Pace requested the vote on the referenced item be postponed until after executive session.

BRIDGEPORT

AUTHORIZATION REGARDING SELECTION OF A CONTRACTOR TO PROVIDE OPERATION AND MAINTENANCE SERVICES FOR THE LANDFILL GAS COLLECTION SYSTEM AND ENCLOSED FLARE STATION AT THE SHELTON LANDFILL

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

> **RESOLVED:** That the President is hereby authorized to enter into a contract with SCS Field Services to provide operation and maintenance services for the landfill gas collection system and enclosed flare station at the Shelton Landfill, substantially as discussed and presented at this meeting.

Director Martland seconded the motion.

Mr. Kirk stated that SCS was fully qualified and met CRRA's rigorous standards. Mr. Kirk informed the Board that CRRA, in an effort to ensure the host community was well informed, would be holding a public hearing in June to introduce the new contractor and allow the town engineer to review the contract.

Director Lauretti stated that a private contractor hired by Shelton and paid for by CRRA had previously been used to oversee the gas collection system. Director Lauretti said that he and Chairman Pace had discussed the possibility of eliminating that expense. To do that, Director Lauretti suggested that Shelton have a voice in the oversight of the landfill to monitor the progress of the new gas collection system and maintain safeguards that were put in place after the gas migration leak in 1999. Director Lauretti asked that the Board consider allowing a contractor to evaluate the results on an annual basis.

Chairman Pace requested that Director Lovejoy participate in the public information session as a liaison for the Bridgeport Project.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Mark Lauretti	X		
Sherwood Lovejoy, Ad Hoc, Bridgeport	X		
Non Eligible Voters			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

AUTHORIZATION REGARDING THE STANDARD FORM MUNICIPAL SOLID WASTE DELIVERY AGREEMENT FOR THE BRIDGEPORT PROJECT

Chairman Pace requested the vote on the referenced item be postponed until after executive session.

WALLINGFORD

AUTHORIZATION REGARDING THE STANDARD FORM MUNICIPAL SOLID WASTE DELIVERY AGREEMENT FOR THE WALLINGFORD PROJECT

Chairman Pace requested the vote on the referenced item be postponed until after executive session.

GENERAL

AUTHORIZATION REGARDING APPROVAL OF AGREEMENTS FOR LANDFILL ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS AND REPORTING SERVICES

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

> **RESOLVED:** That the President of CRRA be authorized to enter into agreements for Environmental Monitoring, Laboratory Analysis and Reporting Services, substantially as presented at this meeting, as follows:

Vendor	Amount	Facility
GZA GeoEnvironmental, Inc.	$285,525	Hartford Landfill
Anchor Engineering Services, Inc.	$66,245	Ellington Landfill
Environmental Risk Limited	$286,177	Shelton Landfill
diversified environmental services, inc.	$245,799	Wallingford Landfill
diversified environmental services, inc.	$12,549	Waterbury Landfill

Director Cassano seconded the motion.

Mr. Egan stated that CRRA had a regulatory obligation to conduct environmental monitoring at its five landfills. Mr. Egan explained that those services were contracted on a three-year basis and were considered a professional/technical service. RFQs were publicly noticed earlier in the year and CRRA received a number of bids. Mr. Egan referred the Board to the Board package inclusion for a summary of the analysis and evaluation procedure. Mr. Egan noted that the lowest bidder was not always chosen, but that a number of criteria were used to determine the best qualified contractor for each facility.

Director O'Brien asked whether CRRA was requiring a standard reporting format. Mr. Egan responded in the affirmative and noted that the reports were compiled on a quarterly basis and submitted to the DEP. Mr. Egan said that annual reports would also be provided by each contractor. Mr. Egan explained that the reports would be substantially identical in terms of format and content, with the only difference being each facility's environmental permit requirements.

Director Cassano stated that he received a copy of a letter from a company who did not receive a job for which it submitted a bid. Director Cassano asked whether a response was sent. Chairman Pace stated that a response was ready to send.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Mark Lauretti	X		

Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc, Bridgeport			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

AUTHORIZATION REGARDING CONTRACTS FOR ON-CALL EQUIPMENT SERVICES FOR THE ELLINGTON, HARTFORD, SHELTON, AND WALLINGFORD LANDFILLS

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 agreements with Infantino's Property Services, LLC; RED Technologies, LLC; and R.L. Rogers & Sons, Inc. for On-Call Equipment Services at the CRRA Ellington, Hartford, and Wallingford Landfills, substantially as presented and discussed at this meeting.

Director Cassano seconded the motion.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc, Bridgeport			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

AUTHORIZATION REGARDING ENGINEERING CONSULTING SERVICES, LAND SURVEYING SERVICES, AND ANALYTICAL LABORATORY TESTING SERVICES

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

RESOLVED: That the President is hereby authorized to enter into contracts with the following firms and individuals for Engineering Consulting Services, Land Surveying Services and Analytical Laboratory Testing Services, substantially as discussed and presented at this meeting:

Engineering Services

Category I – General Engineering Services
Diversified Technology Consultants
DMJM Harris
Fuss & O'Neill, Inc.
HRP Associates, Inc.
R.W. Beck, Inc.
URS Corporation

Category II – Environmental Engineering
Environmental Risk Limited
Fuss & O-Neill, Inc.
GZA GeoEnvironmental, Inc.
HRP Associates, Inc.
M. I. Holzman & Associates
Malcolm Pirnie, Inc.
Sci-Tech, Inc.
TRC Environmental

Category III – Resource Recovery and Recycling Engineering
Camp Dresser & McKee, Inc.
David Chon Association
Dvirka & Martilucci
Grillo Engineers
RRT Design & Construction
R.W. Beck, Inc.
STV Incorporated

Category IV – Landfill Engineering
Camp Dresser & McKee, Inc.
Golder Associates
Malcolm Pirnie, Inc.
SCS Engineers, PC
TRC Environmental
R.W. Beck, Inc.

Land Surveying Services

Conklin & Soroka, Inc.
Dutton & Johnston LLC

Analytical Laboratory Services
Analytical Consulting Technology, Inc.
Connecticut Testing Laboratories, Inc.
Con-Test Analytical Laboratory

Director Cassano seconded the motion.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc, Bridgeport			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

LEGAL

AUTHORIZATION REGARDING A LEGAL SERVICES AGREEMENT WITH PAUL R. DOYLE, ESQUIRE.

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

RESOLVED: That the President is herby authorized to enter into an agreement with Paul R. Doyle, Esquire for legal services.

Director Cassano seconded the motion.

Chairman Pace noted that a revised resolution was distributed to the Board.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		

Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc, Bridgeport			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

AUTHORIZATION REGARDING MONIES AUTHORIZED FOR LEGAL SERVICES

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

WHEREAS: CRRA has entered into a Legal Service Agreement with Halloran & Sage to perform legal services; and

WHEREAS: CRRA previously authorized $120,000 for work to be performed by McCarter & English;

RESOLVED: That the $120,000 previously authorized for McCarter & English be hereby authorized for Halloran & Sage for fees to be incurred from April 1, 2004 through June 30 2004.

Director Cooper seconded the motion.

Director Cohn moved to amend to the resolution to reflect the reduction in the amount budgeted for McCarter & English. Director Cohn stated that the last section of the resolution should read, "That the $120,000 previously authorized for McCarter & English be reduced and hereby authorized for Halloran & Sage for fees to be incurred from April 1, 2004 through June 30, 2004." Director Martland seconded the motion to amend the resolution.

The motion to amend was approved unanimously.

Director Lauretti asked if the $120,000 was budgeted for a three month period. Mr. Kirk responded that the figure was the amount that was originally allocated to McCarter & English for the specific work relating to FOIA and interfacing with the Attorney General. Chairman Pace added that the dates refer back to the Board's previous discussion regarding reassigning the funds. Mr. Bolduc referred Director Lauretti to the chart and explained the breakdown of total expenditures versus the total authorized funds and how the reallocation would balance the totals.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc, Bridgeport			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

COMMITTEE REPORTS

POLICY AND PROCUREMENT COMMITTEE

AUTHORIZATION REGARDING THE ADOPTION OF THE REVISED "TRAVEL POLICY AND EXPENSE REPORTING"DOCUMENT

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

> **RESOLVED:** That the Board of Directors hereby adopts the revised "Travel Policy and Expense Reporting" document substantially as discussed and presented at this meeting.

Director Sullivan seconded the motion.

Director Cohn informed the Board that the primary change was the addition of the standard table of mileages for reimbursement which was created to establish standard mileage for staff travel between various CRRA sites.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		

Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Mark Lauretti	X		
Non Eligible Voters			
Sherwood Lovejoy, Ad Hoc, Bridgeport			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

POLICY & PROCUREMENT COMMITTEE REPORT

Director Cohn stated that the only item from its May 6, 2004 meeting that had not yet been addressed by the Board was the Committee's recommendation for an RFQ for commercial law.

STEERING COMMITTEE REPORT

Chairman Pace reported that the Steering Committee addressed legislation issues at its last meeting and was intending to meet again at the end of the month. Chairman Pace noted that the Steering Committee was on target with its timeline and informed the Board that the Committee would be looking at the business plan and financials over the next couple of months.

EXECUTIVE SESSION

Chairman Pace requested a motion to convene an executive session to discuss legal settlements, contract negotiations and personnel matters with appropriate staff. Director Cohn made the motion which was seconded by Director Martland. Chairman Pace requested that Mr. Kirk, Mr. Bolduc, Mr. Gent, Mr. Nonnenmacher, and Ms. Stravalle-Schmidt remain during the executive session. The motion previously made and seconded was approved unanimously.

The Executive Session began at 11:40 a.m.

The Executive Session concluded at 1:05 p.m.

Chairman Pace reconvened the Board meeting at 1:06 p.m.

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

AUTHORIZATION REGARDING THE STANDARD FORM MUNICIPAL SOLID WASTE DELIVERY AGREEMENT FOR THE MID-CONNECTICUT PROJECT

Chairman Pace requested a motion on the referenced topic. Director O'Brien made the following motion with the addition of Alternate Language for Paragraph 8 to Hauler Municipal Solid Waste Delivery Agreement stating "In the event that Hauler fails to comply with any of its obligations under this Agreement, such failure shall constitute an event of default on the part of the Hauler hereunder and CRRA shall have the right to: 1) suspend performance under the agreement; 2) to take such commercially reasonable steps as appropriate to protect its interest; and/or 3) to exercise any remedy available at law or in equity.":

RESOLVED: That the President is authorized to execute agreements for the delivery of Acceptable Waste to CRRA's Mid-Connecticut Project using the standard form hauler agreement substantially as presented and discussed at this meeting.

Director Francis seconded the motion.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Timothy Griswold, Ad Hoc, Mid-Connecticut	X		
Non Eligible Voters			
None			

AUTHORIZATION REGARDING THE STANDARD FORM MUNICIPAL SOLID WASTE DELIVERY AGREEMENT FOR THE BRIDGEPORT PROJECT

Chairman Pace requested a motion on the referenced topic. Director O'Brien made the following motion with the addition of the alternate language for the appropriate paragraph to the Hauler Municipal Solid Waste Delivery Agreement stating "In the event that Hauler fails to comply with any of its obligations under this Agreement, such failure shall constitute an event of default on the part of the Hauler hereunder and CRRA shall have the right to: 1) suspend performance under the agreement; 2) to take such commercially reasonable steps as appropriate to protect its interest; and/or 3) to exercise any remedy available at law or in equity.":

RESOLVED: That the President is authorized to execute agreements for the delivery of Acceptable Waste to CRRA's Bridgeport Project using the standard form hauler agreement substantially as presented and discussed at this meeting.

Director Martland seconded the motion.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Non Eligible Voters			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

AUTHORIZATION REGARDING THE STANDARD FORM MUNICIPAL SOLID WASTE DELIVERY AGREEMENT FOR THE WALLINGFORD PROJECT

Chairman Pace requested a motion on the referenced topic. Director O'Brien made the following motion with the addition of the alternate language to the appropriate paragraph of the Hauler Municipal Solid Waste Delivery Agreement stating "In the event that Hauler fails to comply with any of its obligations under this Agreement, such failure shall constitute an event of default on the part of the Hauler hereunder and CRRA shall have the right to: 1) suspend performance under the agreement; 2) to take such commercially reasonable steps as appropriate to protect its interest; and/or 3) to exercise any remedy available at law or in equity.":

RESOLVED: That the President is authorized to execute agreements for the delivery of acceptable Waste to CRRA's Wallingford Project using the standard form hauler agreement substantially as presented and discussed at this meeting.

Director Martland seconded the motion.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Non Eligible Voters			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

ADDITION TO THE AGENDA

PAYMENT OF MCGUIREWOODS

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

Chairman Pace made the following motion:

WHEREAS, CRRA is represented by attorneys selected by CRRA at the law firm of McGuireWoods LLP, Chicago, IL, in an adversary proceeding in the United States Bankruptcy Court in the Northern District of Illinois Eastern Division, the matter captioned *In re: Resource Technology Corp., Debtor., Case No. 99 B 35434* and the adversary proceeding captioned *Resource Technology Corp., v. Connecticut Resource Recovery Authority, Adversary No. 00 A 00150;* and

WHEREAS, CRRA's insurer, American International Group, which had been paying for CRRA's defense in the matter, has disclaimed responsibility for the payment of certain outstanding fees incurred by McGuireWoods in the matter and has disclaimed responsibility for the payment of additional fees expected to be incurred; and

WHEREAS, CRRA wishes to maintain its representation by McGuireWoods in this matter; and

WHEREAS, CRRA intends to pursue its rights, arising out of the American International Group insurance policies, to be reimbursed for all fees incurred by McGuireWoods related to this matter, presently owed and to be incurred in the future; and

WHEREAS, CRRA will require that McGuireWoods LLP agree to reimburse CRRA for any payments made, to the extent that CRRA is successful in requiring AIG to pay the fees directly to McGuireWoods;

BE IT RESOLVED that The President is hereby authorized to pay $61,000 to McGuireWoods LLP in payment of its outstanding fees in this matter, subject to McGuireWoods' agreement to reimburse all such amounts as are ultimately paid to McGuireWoods by American International Group.

IT IS FURTHER RESOLVED That the President is authorized to assure McGuireWoods that CRRA understands and accepts its ultimate responsibility for the payment of McGuireWoods' reasonable fees in this matter, to the extent CRRA is not successful in securing the payment of those fees by American International Group.
Director O'Brien seconded the motion.

Director O'Brien seconded the motion.

Director Sullivan stated that payment would not diminish CRRA's claim against the insurance carrier for reimbursement, but it would allow the attorneys to continue working towards a resolution.

The motion previously and seconded was approved unanimously.

Eligible Voters	**Aye**	**Nay**	**Abstain**
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Raymond O'Brien	X		
James Francis	X		
Benson Cohn	X		
Non Eligible Voters			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

OTHER BUSINESS

Mr. Kirk informed that Board that Ms. Stravalle-Schmidt would no longer be working for CRRA on a full-time basis. Mr. Kirk, on behalf of the management, wished her well in her new endeavors and thanked her for her legal stewardship through a difficult period in CRRA's history.

Chairman Pace stated that he found Ms. Stravalle-Schmidt to be one of the people he could go to at any time for clear, concise information and that she was one of the people he counted on to move the company in the right direction. Chairman Pace expressed his appreciation for her professionalism and insight.

ADJOURNMENT

Chairman Pace 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 1:10 p.m.

Respectfully submitted,

Kristen B. Greig

Kristen Greig
Legal Temp

CONNECTICUT RESOURCES RECOVERY AUTHORITY

EXECUTIVE SESSION **MAY 20, 2004**

An Executive Session called for the purposes of discussing legal settlements, contract negotiations and personnel matters was convened at 11:40 a.m.

DIRECTORS

Chairman Pace
Vice Chairman Cassano
Director Cohn
Director Cooper
Director Francis
Director Lauretti
Director Martland
Director O'Brien
Director Sullivan
Director Lovejoy
Director Griswold

STAFF

Tom Kirk
James Bolduc
Peter Egan
Floyd Gent
Paul Nonnenmacher
Ann Stravalle-Schmidt

No votes were taken in Executive Session.

The Executive Session was adjourned at 1:05 p.m.

TAB 3

CONNECTICUT RESOURCES RECOVERY AUTHORITY

THREE HUNDRED SEVENTY-THIRD MEETING JUNE 3, 2004

A Special meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Thursday, June 3, 2004 at 211 Murphy Road, Hartford, Connecticut. Those present were:

Chairman Michael Pace

Directors: Stephen Cassano
Benson Cohn
Mark Cooper
James Francis
Mark Lauretti
Raymond O'Brien
Andrew Sullivan
Timothy Griswold (Ad-Hoc)

Directors Martland and Knopp did not participate.

Present from the CRRA staff:

Thomas Kirk, President
Jim Bolduc, Chief Financial Officer
Peter Egan, Director of Environmental Affairs and Development
Paul Nonnenmacher, Director of Public Affairs
David Bodendorf, Senior Environmental Engineer
Donna Tracy, Executive Assistant
Kristen Greig, Legal Temp

Also in attendance was: Oshrat Carmiel of the Hartford Courant, Josh Hughes of Hughes & Cronin, Inc., Laurie Ledyard of the Hartford Business Journal ,Frank Marci of USA Hauling & Recycling Inc., and Bill Neagus of Cubitt, Jacobs & Prosek.

Chairman Pace called the meeting to order at 11:07 a.m. and noted that a quorum was present.

1. Pledge of Allegiance

Chairman Pace requested that everyone stand for the Pledge of Allegiance, whereupon, the Pledge of Allegiance was recited.

2. Public Portion

Chairman Pace said that the first item on the agenda allowed for a public portion in which the Board would accept written testimony and allow individuals to speak for a limit of three minutes.

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

3. RESOLUTION 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 Cohn made the following motion:

> **RESOLVED:** That the President is hereby directed to discontinue all activities associated with determining the technical viability of vertical expansion of the Hartford landfill.

Director O'Brien seconded the motion.

Chairman Pace stated that CRRA had been looking at landfill options, both in-state and out-of-state, including the expansion of the Hartford landfill. Chairman Pace explained that according to CRRA's business plan model, in order to be viable and continue to effectively serve the cities and towns of Connecticut beyond 2012, CRRA had to consider economic, environmental, social and political factors. Regarding political factors, Chairman Pace emphasized that he did not mean "party politics" but "people politics," the welfare of the State of Connecticut and the customers served by CRRA.

Mr. Kirk said that CRRA management was asked to determine the potential for utilizing the Hartford landfill, since expansion was technically possible. As part of that evaluation, Mr. Kirk stated that CRRA reviewed both technical and practical benefits of the expansion. TRC was hired to evaluate the technical feasibility of expansion from an engineering and continued public health standpoint. Mr. Kirk noted that CRRA had not uncovered any problems in its preliminary technical evaluations and said that expansion was a viable technical opportunity. The bigger issue, according to Mr. Kirk, was addressing the long-term issues that needed to be solved, since expansion of the Hartford landfill was a short-term solution. Mr. Kirk said that from a community standpoint, there were better ways for CRRA to spend its time and resources. Mr. Kirk stated that finding a long-term solution for the Mid-Conn Project and Connecticut's

problems of solid waste disposal was better served by investigating other options such as export, developing a new landfill in Connecticut, and additional technological advances.

Director Sullivan stated that the benefit to CRRA for expanding the landfill was estimated to be in the $50 million range over a ten-year period. Director Sullivan stated that CRRA's partner, the City of Hartford, was very important to CRRA. Director Sullivan explained that the Steering Committee, when it met to discuss the matter, looked beyond the financial aspect to public policy and the environmental concerns of the city and subsequently decided to recommend the resolution to the Board.

Director Cassano stated that expansion would be advantageous in the short-term, but understanding that there was no desire for expansion in the neighborhood or in the city, CRRA should not expend money and commit resources of the State of Connecticut. Director Cassano said that it was CRRA's obligation to work with the City and begin planning for the future. Director Cassano stated that Commissioner Rocque of the Department of Environmental Protection agreed to work with CRRA in any way possible and noted that Requests for Qualifications would soon be issued by DEP for assistance in revising the Solid Waste Management Plan. Director Cassano emphasized Connecticut's need for a state-wide Solid Waste Management Plan and stated that resources should be spent accomplishing that, rather than on short-term solutions.

Director Cohn stated that there was justice to the issues brought to CRRA by the community groups. Director Cohn stated that since the landfill was located in a densely populated area, CRRA was doing the right thing by putting a limit to it.

Director O'Brien commended the Steering Committee and urged the Board to support their recommendation, because, among the other issues already addressed, choosing to discontinue would show respect for the host community and its residents.

Director Francis stated that he supported the resolution. Director Francis said that, economic issues aside, it was important that the Board recognize and be recognized for identifying environmental and social issues and its dedication to the host community. Director Francis added that this would give CRRA the opportunity to focus on long-term solutions.

Chairman Pace informed the Board that he spoke with Mayor Perez. Chairman Pace said that he had a general sense of the full Board's support for the resolution and noted the common concerns for the environment and the public's interests. Chairman Pace stated that there would be costs associated with the decision to discontinue, but added that CRRA would continue to mitigate the costs associated with this decision and other areas of business. Chairman Pace said that tip fees would continue to be at market rate and stated that CRRA saw this decision as strengthening the position of CRRA.

Chairman Pace stated that CRRA would need to work in conjunction with Hartford for the post-closure plan. CRRA would work with the City of Hartford, the State, and the DEP to establish closure and post-closure monitoring. Director Sullivan agreed, stating that DEP

resources that would have been devoted to the expansion, were better spent assisting with a Solid Waste Management Plan that would benefit the entire state, not just the Mid-Conn Project member towns or the City of Hartford.

Chairman Pace asked Director Lauretti for his comments on the matter. Director Lauretti responded that Shelton had a MSW and ash landfill. Director Lauretti stated that anyone who dealt with the issues associated with a landfill knew that they were problematic. Director Lauretti added that the decision was based on respect and an understanding of the ramifications that come along with a landfill. Director Lauretti emphasized that finding a long-term solution was paramount.

Mr. Kirk noted that when the evaluation process started, the new CRRA Board and management committed to being open and transparent and vowed to listen to the public. Seeing that the community had reasonable concerns, CRRA addressed and respected those concerns. Mr. Kirk stated that he hoped the host community, its leaders, and the community at large would, in turn, support CRRA's initiatives to solve the long-term problem.

Director Griswold asked if a viable alternative would be available in the 3-5 year time frame that the Hartford landfill had left in its capacity. Director Sullivan responded that by discontinuing the efforts associated with the Hartford landfill, CRRA management and the Board could then concentrate their efforts on alternative solutions. Chairman Pace stated that CRRA had already begun and would continue exploring several different options. Director Cassano also offered options that were being considered.

Mr. Kirk noted, for the record, that long-term solutions could not be identified and implemented in only three years. Mr. Kirk stated that long-term solutions could take five or more years and more than one option could possibly be implemented. Mr. Kirk added that another short-term alternative was available.

Chairman Pace asked Mr. Egan for his comments. Mr. Egan said that he supported the Board's decision and reiterated that CRRA had initiated a formal siting investigation to identify potential landfill sites. Mr. Egan stated that results from that investigation were expected in September.

Chairman Pace asked Mr. Bolduc if he saw any issues regarding CRRA's loan with the state. Mr. Bolduc responded in the negative and offered his support for the Board's decision. Mr. Bolduc voiced his support for Director Cassano's comments regarding the need for DEP to assist in finding long-term solutions for handling the disposal of waste. Mr. Bolduc stated that the state and communities would get the most benefit from working toward a long-term solution.

In accordance with CRRA's transparency policy, Chairman Pace announced that he had asked members of the Steering Committee to contact Commissioner Rocque, the Office of Policy and Management, Secretary Ryan, Mayor Perez, State Treasurer Denise Nappier, and the Attorney General. Chairman Pace noted that the Board made an effort to inform people that the

issue would be addressed because it was an important decision for both CRRA and the State of Connecticut.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Stephen Cassano	X		
Benson Cohn	X		
Mark Cooper	X		
James Francis	X		
Mark Lauretti	X		
Raymond O'Brien	X		
Andrew Sullivan	X		
Non Eligible Voters			
Timothy Griswold, Ad Hoc, Mid-Connecticut	X		

ADJOURNMENT

Chairman Pace 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 11:40 a.m.

Respectfully submitted,

Kristen B. Greig

Kristen Greig
Legal Temp

TAB 4

RESOLUTION REGARDING APPROVAL OF FISCAL YEAR 2004 MDC BUDGET TRANSFERS

RESOLVED: That the following transfers, as requested by the MDC, be authorized as substantially presented and discussed at this meeting:

- Transfer $18,105 from the Waste Transfer and Transportation Administration function to the Ellington Transfer Station function

- Transfer $13,150 from Waste Processing Facility function to the Administration function

Fiscal Year 2004
MDC Budget Transfers

July 22, 2004

The following summarizes the budget transfer requests for the Metropolitan District Commission (the "MDC") Mid-Connecticut Project annual operating budget for fiscal year 2004.

Pursuant to the agreement between the Authority and the MDC, the MDC submits an annual budget to the Authority comprised of five functions: Processing Plant, Transfer Stations, Transportation, Landfill and Contingency Account. As highlighted in the attached worksheet, the names of the functions vary slightly from the original agreement language. Also, per the agreement, the MDC can not transfer funds between functions without prior written consent from the Authority.

The following summarizes the budget transfers between functions, as requested by the MDC, for fiscal year 2004.

1. Request: transfer $18,105 from Waste Transfer and Transportation Administration function to the Ellington Transfer Station function.

   Reason: the salary of the administration supervisor sent to fill the vacancy at the Ellington transfer station was higher than the original budgeted position amount. The supervisor continued to perform his prior duties along with the new responsibilities while at the transfer station.

2. Request: transfer $13,150 from Waste Processing Facility function to Administration function.

   Reason: over budget due to a serious unbudgeted medical claim. MDC is self insured.

In addition to the budget transfers, it is noted that the MDC incurred $387,331 of out-of-budget capital expenditures as directed by the Authority. No appropriations are required to cover these expenditures, since the MDC projects to be below budget at the Waste Processing Facility function due to a number of vacancies not filled at the facility resulting in lower than budgeted regular pay. In addition, treatment equipment costs are projected to be below budget due to lower maintenance costs associated with the 103 conveyor, trommel screens and 500 conveyor as a result of the equipment being in better condition than originally expected.

The Finance Committee voted to recommend that the attached resolution be submitted to the Board of Directors for adoption.

FUNCT. MID-CONNECTICUT PROJECT
ACT. SUMMARY 9000090
SUB-ACT.
PROGRAM

OBJ. CODE	ACCOUNT NAME	<1> 2002-2003 ACTUAL	<2> 2003-2004 ORIG. APPROP.	<3> 2003-2004 AMENDED APPROP.	<4> 7/03-3/04 ACT.EXP. & ENC.	<5> 4/04-6/04 ACT.EXP. & ENC.	<6> 2003-2004 REVISED	<7> 2003-2004 COL. 3 - COL. 6
ADMINISTRATION		483,624	493,000	493,000	370,146	136,004	506,150	**(13,150)**
WASTE PROCESSING FACILITY		13,020,983	13,230,800	13,230,800	9,857,593	2,834,389	12,691,982	538,818
WASTE TRANSFER & TRANSPORTATION								
Administration		283,783	273,800	273,800	192,380	50,820	243,200	30,600
Waste Transfer & Transportation								
Ellington		456,875	434,600	434,600	312,979	139,726	452,705	**(18,105)**
Essex		633,928	607,900	607,900	436,169	148,945	585,114	22,786
	SUB-ACTIVITY TOTAL	1,090,803	1,042,500	1,042,500	749,148	288,671	1,037,819	4,681
Waste Transportation		2,965,880	2,942,775	2,942,775	2,012,712	850,020	2,862,732	80,043
	ACTIVITY TOTAL	4,340,466	4,259,075	4,259,075	2,954,240	1,189,511	4,143,751	115,324
LANDFILL								
Hartford		1,390,958	1,482,250	1,482,250	946,766	388,154	1,334,920	147,330
	FUNCTION TOTAL	**19,236,031**	**19,465,125**	**19,465,125**	**14,128,746**	**4,548,057**	**18,676,803**	**788,322**
					OUT-OF BUDGET COSTS REQUESTED BY CRRA		387,331	(387,331)
					FUNCTION TOTAL INCLUDING OUT-OF-BUDGET COSTS		19,064,134	400,991

TAB 5

RESOLUTION REGARDING INCREASE OF AUDIT SERVICE FEES

RESOLVED: That the President is hereby authorized to enter into a First Amendment to the Independent Auditing Services Agreement with Carlin, Charron & Rosen, LLP to pay for additional fees, not to exceed $6,000, for changes in the scope of services associated with new pronouncements issued by GASB as substantially presented and discussed at this meeting.

Connecticut Resources Recovery Authority
Analysis of Audit Fees
June 30, 2004

Audit fee per proposal	$ 19,000
Proposed fee increase	6,000
Audit fee per engagement letter	$ 25,000

Reasons for Proposed Fee Increase

SAS No. 99

Statement on Auditing Standards No. 99, *Consideration of Fraud in a Financial Statement Audit* was issued by the American Institute of Certified Public Accountants (AICPA) in October 2002 and became effective for the 2004 audit of Connecticut Resources Recovery Authority (CRRA). SAS No. 99 is a comprehensive, far-reaching auditing standard that has significantly changed the way auditors plan and perform their audits. Specifically, the new standard increases the auditor's responsibility for assessing the risks of material misstatements due to fraud and for designing procedures to address those risks.

Recently Issued GASB Pronouncements

During the past year, the Governmental Accounting Standards Board (GASB) has issued the following pronouncements:

- GASB No. 39, *Determining Whether Certain Organizations are Component Units*
- GASB No. 40, *Deposit and Investment Risk Disclosures*
- GASB No. 41, *Budgetary Comparison Schedules - Perspective Differences*
- GASB No. 42, *Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries*
- GASB No. 43, *Financial Reporting for Post employment Benefit Plan Other Than Pension Plans*
- GASB No. 44, *Economic Condition Reporting: The Statistical Section*

Each of the above pronouncements has its own implementation date. Currently, GASB No. 39 is effective for 2004, GASB No. 40 is effective for 2005 and the others become effective in 2006 and thereafter. A determination has to be made as to the applicability of each of the above to CRRA and the anticipated impact on CRRA's financial statements. To the extent that a pronouncement will affect future financial statements issued by CRRA, that impact should be disclosed in CRRA's 2004 financial statements.

Increased Audit Scope

In submitting our proposal to perform the audit of CRRA, our fee contemplated auditing a single set of financial statements. The CRRA environment actually encompasses four distinct projects, each of which has its own unique operations, including separate agreements and transactions related to those operations. Consequently, the audit effort is directed at four distinct projects and is significantly greater than what was initially contemplated.

CCR
CARLIN, CHARRON & ROSEN, LLP
CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

628 Hebron Avenue
Building 3
Glastonbury, CT 06033
Tel: 860.659.1338
Fax: 860.633.0712
www.ccrgroup.com

June 15, 2004

Mr. James Bolduc, Chief Financial Officer
Connecticut Resources Recovery Authority
100 Constitution Plaza – 17th Floor
Hartford, CT 06103-1702

Dear Mr. Bolduc:

We are pleased to confirm our understanding of the services we are to provide to Connecticut Resources Recovery Authority ("CRRA") for the year ending June 30, 2004. We will audit the basic financial statements of CRRA, a component unit of the State of Connecticut, as of and for the year ending June 30, 2004. Also, the document we submit to you will contain the following required and other supplementary information that will be subjected to the auditing procedures applied in our audit of the basic financial statements:

Required Supplementary Information:

- Management's discussion and analysis

Other Supplementary Information:

- Combining financial statements and schedules

The document we submit to you will also include additional information located in the introductory and statistical sections of the Comprehensive Annual Financial Report that will not be subjected to the auditing procedures applied in our audit of the basic financial statements, and for which our auditors' report will disclaim an opinion.

AUDIT OBJECTIVES

The objective of our audit is the expression of an opinion as to whether the basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the other supplementary information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States, and will include tests of the accounting records of CRRA and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the basic financial statements is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the basic financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the basic financial statements in accordance with *Government Auditing Standards*. The report will include a statement that the report is intended solely for the information and use of the Board of Directors and management of CRRA, and is not intended to be and should not be used by anyone other than these specified parties.

MANAGEMENT RESPONSIBLITIES

Management is responsible for establishing and maintaining internal control and for compliance with the provisions of applicable laws, regulations, contracts, and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of basic financial statements in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your basic financial statements, but the responsibility for the basic financial statements remains with you. As part of our engagement, we may propose adjusting or correcting journal entries to CRRA's basic financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the basic financial statements. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the basic financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, for informing us about all known or suspected fraud affecting CRRA involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the basic financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting CRRA received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that CRRA complies with applicable laws and regulations.

With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

AUDIT PROCEDURES - GENERAL

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the basic financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to CRRA or to acts by management or employees acting on behalf of CRRA. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the basic financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriations of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected governmental agencies, individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

AUDIT PROCEDURES - INTERNAL CONTROLS

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinion on CRRA's basic financial statements.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the basic financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the basic financial statements. Tests of controls relative to the basic financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the Board of Directors of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect CRRA's ability to record, process, summarize, and report financial data consistent with the assertions of management in the basic financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards*.

AUDIT ADMINISTRATION, FEES AND OTHER

We understand that your employees will be available to assist us as needed and will prepare and type all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing. Your employees will also prepare schedules and analyze accounts required by us.

Timing

Based on our discussions, we anticipate the following timetable:

Commencement of interim work	June 28, 2004
Commencement of fieldwork	August 2, 2004
Delivery of draft reports	September 10, 2004
Delivery of final reports	Upon approval of draft

We have reserved your start date on our schedule and we expect you to commit the necessary resources in order to be adequately prepared by that date. Accordingly, we would appreciate your notifying us as soon as possible if you believe you may not be ready. Because we have scheduled other client commitments after your work, we may lack some flexibility in rescheduling your start date.

Fees

Our fees for these services are $25,000 and will be based on the actual time spent at the hourly rates outlined in the Independent Auditing Services Agreement - Contract No. 030122, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our fees will be billed as follows:

June, 2004	$ 6,250
July, 2004	6,250
August, 2004	6,250
September, 2004	6,250
	$25,000

Our invoices are payable upon presentation. Invoices not paid within 30 days of billing will have a monthly finance charge of 1.25% added to the overdue balance. We reserve the right to suspend our engagement performance and/or not deliver the report if the account is over 60 days delinquent or you fail to cooperate by providing us necessary information on a timely basis. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The audit documentation for this engagement is the property of Carlin, Charron & Rosen, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to a government agency pursuant to authority given to it by law or regulation. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carlin, Charron & Rosen, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practice. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.

Should you become dissatisfied with our service at any time, we ask that you bring your dissatisfaction to our attention promptly. If you remain dissatisfied, it is agreed that you will participate in non-binding, non-public mediation under the Commercial Mediation Rules of the American Arbitration Association before you assert any claim. All disputes arising out of our services in connection with this engagement - including those regarding scope, nature and quality of the services performed by us - which remain unresolved after mediation shall be submitted to arbitration before and under the Commercial Arbitration Rules of the American Arbitration Association. All determinations of the arbitrator shall be final and binding.

No claim arising from the services covered under this agreement may be brought more than one year after the cause of action has occurred, except a claim for non-payment may be brought within three years of the final bill.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report. Our 2001 peer review report accompanies this letter.

In the event you hire one of our employees, we reserve the right to charge a fee.

SUMMARY

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement including the fee arrangement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Carlin, Charron & Rosen, LLP

CARLIN, CHARRON & ROSEN, LLP

RESPONSE:

This letter correctly sets forth the understanding of Connecticut Resources Recovery Authority for the year ending June 30, 2004.

By: _____

Title: _____

Date: _____

Member
American Institute
Of Certified Public
Accountants

Member
Alabama Society
Of Certified Public
Accountants

Wilson, Price, Barranco, Blankenship & Billingsley, P.C.
Certified Public Accountants
Montgomery, Alabama

October 24, 2001

To the Partners of
Carlin, Charron & Rosen, LLP
and the SEC Practice Section Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Carlin, Charron & Rosen LLP (the firm) in effect for the year ended June 30, 2001. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (the AICPA). The design of the system, and compliance with it, are the responsibilities of the firm. In addition, the firm has agreed to comply with the membership requirements of the SEC Practice Section of the AICPA Division for CPA Firms (the Section). Our responsibility is to express an opinion on the design of the system, and the firm's compliance with that system and the Section's membership requirements based on our review.

Our review was conducted in accordance with standards established by the Peer Review Committee of the Section and included procedures to plan and perform the review that are summarized in the attached description of the peer review process. Our review would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it or with the membership requirements of the Section since it was based on selective tests. Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Carlin, Charron & Rosen LLP in effect for the year ended June 30, 2001, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and was complied with during the year then ended to provide the firm with reasonable assurance of complying with professional standards. Also, in our opinion, the firm complied during that year with the membership requirements of the Section in all material respects.

Carlin Charron Rosen.opinltr

Wilson, Price, Barranco, Blankenship & Billingsley, P.C.

INDEPENDENT AUDITING SERVICES AGREEMENT

This INDEPENDENT AUDITING SERVICES AGREEMENT (this "Agreement") is made as of the 1st day of January, 2003 (the "Effective Date"), 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, and having a principal place of business at 100 Constitution Plaza, 17th Floor, Hartford, Connecticut 06103 ("CRRA") and **CARLIN, CHARRON & ROSEN, LLP**, a Massachusetts limited liability partnership, having a principal place of business at 628 Hebron Avenue, Building 3, Glastonbury, Connecticut, 06033 ("Consultant").

CONTRACT

030122

PRELIMINARY STATEMENT

CRRA is the owner or lessee of certain pieces and parcels of real property located throughout the State of Connecticut (collectively, the "Properties") upon which Properties CRRA owns and operates various solid waste management and/or disposal facilities (collectively, the "Facilities"). CRRA now desires to enter into this Agreement in order to have Consultant render certain independent auditing services for CRRA in accordance with this Agreement.

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

TERMS AND CONDITIONS

1. Independent Auditing Services. CRRA retains Consultant to render certain independent auditing services as more particularly described in **Exhibit A** attached hereto and made a part hereof (collectively, the "Services"). CRRA may, where necessary or desired, provide Consultant with instructions, guidance and directions in connection with Consultant's performance of the Services hereunder. Consultant agrees to perform the Services as an independent contractor, consistent with: (i) any and all instructions, guidance and directions provided by CRRA to Consultant; (ii) the terms and conditions of this Agreement; (iii) the highest prevailing professional auditing procedures and practices; and (iv) any and all

applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental bodies, agencies, authorities and courts having jurisdiction (collectively, "Laws and Regulations") (hereinafter collectively referred to as the "Standards").

2. Access. In the event that Consultant requires access to any Facility or Property in order to perform any of the Services hereunder, CRRA shall grant to Consultant such access, provided that: (i) Consultant shall not interfere with any other operations or activities being conducted at such Facility or on such Property by either CRRA or any other person or entity; (ii) Consultant directly coordinates with an Authorized Representative of CRRA (as hereinafter defined) on such access; and (iii) Consultant is in compliance with all of the terms and conditions of this Agreement. CRRA reserves the right to revoke the access granted to Consultant herein if Consultant fails to comply with any of the foregoing conditions of access.

3. Authorized Representative of CRRA. Consultant will only perform Services upon request from an Authorized Representative of CRRA. For purposes of this Agreement, the terms "Authorized Representative of CRRA" or "Authorized Representative" shall mean CRRA's President (the "President"), CRRA's Finance Division Head, or any person designated in writing to Consultant by such President or the Finance Division Head. Any Services performed at the request of anyone who is not an Authorized Representative shall not be paid for by CRRA. CRRA and Consultant shall from time to time mutually agree on the method and manner of performing such Services.

4. Compensation Schedule. For the Services rendered under this Agreement, Consultant shall be paid by CRRA on the basis set forth in the annual compensation schedule in **Exhibit B** attached hereto and made a part hereof.

5. Bill Format. Consultant shall render a bill to CRRA each month for all of the Services performed and all of the costs and expense incurred in the immediately preceding month pursuant to this Agreement. Each monthly bill shall contain at least the following information:

a. Names of all persons performing Services for which payment is sought;
b. A description of the Services performed by each person;
c. The time spent by each person;
d. Separate listing of all expenses incurred including copies of receipts or subConsultant invoices;

other gender, as the context may require. The words "herein", "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Section or Subsection unless the particular Section or Subsection is specifically referenced.

27. Counterparts. This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

28. Assignment. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party or such assignment shall be void.

29. Small Contractors Application. At the request of CRRA and if Consultant qualifies, Consultant shall apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Connecticut General Statutes Section 32-9e.

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

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By: _____

Its
Duly Authorized

CARLIN, CHARRON & ROSEN, LLP

Carlin, Charron & Rosen LLP

By: Scott A. Tuthill

Its
Duly Authorized

EXHIBIT B

COMPENSATION SCHEDULE

Consultant shall be paid by CRRA for Services rendered as follows:

I. ANNUAL AUDITING SERVICES:

A. January 1, 2003 - December 31, 2003 [Fixed Price]:

EIGHTEEN THOUSAND AND NO/100 ($18,0000.00) DOLLARS

B. January 1, 2004 - December 31, 2004 [Fixed Price]:

NINETEEN THOUSAND AND NO/100 ($19,000.00) DOLLARS

C. January 1, 2005 - December 31, 2005 [Fixed Price]:

TWENTY THOUSAND AND NO/100 ($20,000.00) DOLLARS

II. RFS SERVICES ON AN AS NEEDED BASIS:

A. January 1, 2003 - December 31, 2003 [Hourly Rates]:

ONE HUNDRED FIFTEEN AND NO/100 ($115.00) DOLLARS PER HOUR

B. January 1, 2004 - December 31, 2004 [Hourly Rates]:

ONE HUNDRED EIGHTEEN AND NO/100 ($118.00) DOLLARS PER HOUR

TAB 6

RESOLUTION REGARDING ALLOCATION OF FUNDS WITHIN THE WALLINGFORD "NET ASSET ACCOUNT" AND CREATION OF FUTURE PLANNING RESERVE FUND

July 22, 2004

WHEREAS, the balance as of June 30, 2003 in the unrestricted/undesignated net asset account ("Undesignated Balance" and "Net Asset Account") for the Wallingford Project is $11,677,000; and

WHEREAS, the balance as of June 30, 2003 in the Wallingford System Municipal Disposal Fee Stabilization Fund ("Stabilization Fund") is $5,400,000, to be used for the purposes defined in the Wallingford System Amended and Restated Municipal Solid Waste Delivery and Disposal Contracts between the Participating Municipalities of the Wallingford Project and CRRA (the "MSAs") and for ameliorating the anticipated significant decline in electric revenues and increases in other operating costs prior to 2010; and

WHEREAS, the Board of Directors and Wallingford System Policy Board have agreed that $4,500,000 of the Undesignated Balance should be credited to the Stabilization Fund; and

WHEREAS, Connecticut General Statute § 22a-267(6) authorizes the Board of Directors to segregate such CRRA revenues as may at any time be adjudged by said directors to be surplus to the needs of CRRA to meet its contractual and other obligations and to provide for its operations or other business purposes, and to equitably redistribute such segregated surplus revenues to some or all of the users of the system in accordance with applicable provisions of the state solid waste management plan; and

WHEREAS, the Board of Directors has adjudged that $1,177,000 of the Undesignated Balance is surplus to the needs of CRRA to meet its contractual and other obligations and to provide for its operations or other business purposes (the "Surplus Revenues") and CRRA's independent auditor has certified that the amount of the Surplus Revenues reflected as Undesignated Balance is represented by cash and/or investments; and

WHEREAS, the Wallingford System Policy Board has requested that $1,177,000 of the Undesignated Balance be distributed to the Participating Municipalities;

IT IS HEREBY RESOLVED:

That $4,500,000 from the Net Asset Account be credited to the Stabilization Fund;

That $1,177,000 from the Net Asset Account be restricted for distribution to the Participating Municipalities based on the relative amounts of Acceptable Solid Waste delivered by the Participating Municipalities in the Contract Years beginning July 1, 1999 and ending June 30, 2003, as follows:

	Tons Delivered	Amount
Cheshire	102,138	$158,893
Hamden	162,013	$252,038
Meriden	165,970	$258,193
North Haven	132,842	$206,657
Wallingford	193,626	$301,219

That as an alternative to the above immediate distribution of Surplus Funds, and at the request of any Participating Municipality, such Municipality's portion of the $1,177,000 segregated and placed in a restricted cash account to be known as the Future Planning Reserve Accounts ("Future Funds") for purposes such as transitioning the Wallingford Project tip fee subsequent to termination of the existing MSAs from project based costing to market pricing;

That any funds so deposited in the restricted Future Fund shall be identified as allocable to such Participating Municipality and shall be held for that Participating Municipality's benefit only, and shall be protected from any other use except for the benefit of the Participating Municipality to which those funds are allocable;

That each Participating Municipality's share shall be placed in the Future Fund until such time as the Participating Municipality elects, in writing, to receive its share as a distribution; and

That those funds that remain in the Future Fund will be invested in accordance with CRRA's Investment Policy.

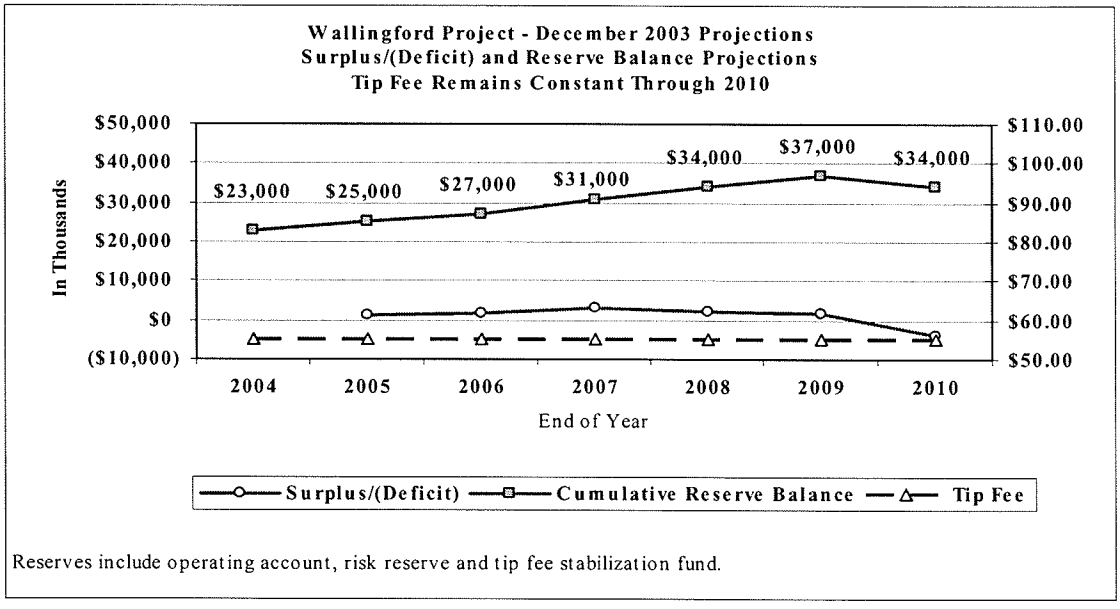
Wallingford Project
Reimbursement of Surplus Funds

July 22, 2004

As previously discussed with the Authority's Finance Committee, the Wallingford Policy Board (the "Policy Board") had requested that the Authority reimburse surplus funds to the Wallingford Project municipalities in the same manner as had been reimbursed in previous years.

After much investigation by Authority management and legal counsel and attendance at numerous special meetings with the Policy Board, it was determined that the Authority's Board of Directors needed to adjudge funds to be surplus, by way of Statute, before any funds could be released from the Wallingford Project account.

Management performed a calculation to determine what additional funds were considered surplus, if any, taking into account necessary working capital balances, funds projected to cover future reductions in energy rates, projected increases in ash disposal costs, contingencies for potential capital projects, and other pertinent factors. Taking all of these items into account, it was determined that $1.1 million was indeed excess to the needs of the Wallingford Project through 2010. As discussed at the Finance Committee meeting, even if the tip fee remained constant through 2010 the Project would continue to generate surpluses as shown in the graph below.



The resolution unanimously adopted by the Wallingford Policy Board at a special June 22, 2004 special is attached.

The attached Board of Directors resolution was approved for recommendation by the Finance Committee. The concept of offering the Wallingford Project member municipalities an option to set their funds aside in a Future Fund to be used for post-project expenditures, as written in the Authority's resolution was discussed in detail with the Policy Board.

WALLINGFORD POLICY BOARD RESOLUTION

RESOLUTION REGARDING ALLOCATION OF FUNDS AND REIMBURSEMENT OF SURPLUS FUNDS

Be it recommended to the CRRA Board of Directors that:

(1) $4,500,000 from the New Asset Account be credited to the Municipal Disposal Fee Stabilization Fund; and

(2) That $1,177,000, as judged by CRRA as surplus in the Net Asset Account, be dispersed to the Wallingford Project Participating Municipalities; and

(3) That the dispersion be based on the relative amounts of Acceptable Solid Waste delivered by each municipality in the Contract Years beginning July 1, 1998 and ending June 30, 2003 as follows:

Municipality	Tons Delivered	Amount
Cheshire	102,138	$158,893
Hamden	162,013	$252,038
Meriden	165,970	$258,193
North Haven	132,842	$206,657
Wallingford	193,626	$301,219

TAB 7

RESOLUTION REGARDING PURCHASE OF WORKERS COMPENSATION INSURANCE FOR CONNECTICUT RESOURCES RECOVERY AUTHORITY EMPLOYEES

RESOLVED: In recognition of the requirement that CRRA comply with Connecticut's workers compensation statutes, Connecticut Resources Recovery Authority Board of Directors hereby ratifies the actions taken to acquire workers compensation insurance from Connecticut Interlocal Risk Management Agency (CIRMA) for the period 7/1/04-10/1/05 for a premium not to exceed $72,836.

Workers Compensation Insurance

July 15, 2004

Following up on actions taken at the May Finance Committee and May Board of Directors meetings, CRRA renewed its Workers Compensation Insurance with Connecticut Interlocal Risk Management Agency (CIRMA).

In an effort to combine all casualty insurance policy renewal dates to October 1 of every year, Marsh sought and received a 15-month quote from CIRMA for this insurance. CIRMA was the only insurance provider that would accommodate CRRA's request for a longer-term policy.

This new Workers Compensation policy period will run from 7/1/04 through 10/1/05 and the premium will not exceed $72,836.

You will recall that the Finance Committee recommended and the Board approved a premium of up to $65,000 for a 12-month premium (7/1/04-7/1/05). CIRMA's 12-month premium was $58,268.

Because CRRA requested a longer-term policy, the not to exceed premium will be $72,836, which is still below the budgeted amount for FY '05 of $75,998.

Due to these changes, management is requesting that the Finance Committee ratify the actions taken and request that the CRRA Board of Directors approve the attached resolution at their meeting on July 22, 2004.

TAB 8

RESOLUTION REGARDING COOPERATIVE SERVICES AGREEMENT BETWEEN CONNECTICUT RESOURCES RECOVERY AUTHORITY AND UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES

RESOLVED: That the President is hereby authorized to execute an agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services, for the control of nuisance birds at the Hartford Landfill, substantially as presented and discussed at this meeting.

Connecticut Resources Recovery Authority
Contract Summary for Contract
Entitled

COOPERATIVE SERVICES AGREEMENT BETWEEN CONNECTICUT RESOURCES RECOVERY AUTHORITY AND UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES

Presented to the CRRA Board on:	July 15, 2004
Vendor/ Contractor:	United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services
Effective date:	July 20, 2004
Contract Type/Subject matter:	Service agreement for bird control at Hartford LF.
Facility (ies) Affected:	Hartford Landfill
Original Contract:	Pilot agreement from April 1, 2004 through June 30, 2004.
Term:	July 20, 2004 through June 30, 2005
Contract Dollar Value:	$54,700
Amendment(s):	NA
Term Extensions:	N/A
Scope of Services:	Provide integrated bird control services at the Hartford Landfill to reduce conflicts with nuisance birds.
Other Pertinent Provisions:	None

Connecticut Resources Recovery Authority
Mid-Connecticut Project - Hartford Landfill

Cooperative Service Agreement with United States Department of Agriculture for the Control of Birds

JULY 22, 2004

Executive Summary

This is to request approval of the CRRA Board of Directors for the President to enter into an agreement with the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS) to perform work at the Hartford Landfill to control nuisance birds.

Discussion

As the permittee of the Hartford Landfill, CRRA has a regulatory obligation to control vectors, including birds. Historically, the Hartford Landfill has from time-to-time experienced excessive bird activity which has resulted in negative impacts to the landfill and possibly to the adjacent neighborhood. Despite attempts in past years by CRRA's landfill operator to control bird activity using various means, including pyrotechnics, nuisance bird activity has been a recurring issue.

In the spring of 2004, CRRA's Environmental Services Division made inquiries to solid waste management facility operators in other states and to regulatory agencies with the intent of identifying additional options for controlling birds at solid waste disposal facilities. CRRA's search revealed that the USDA is equipped to provide support in management of nuisance birds. Consequently, CRRA entered into a Pilot Agreement with the USDA from April 1 through June 30, 2004 to provide services for the control of nuisance birds. During the month of April, USDA personnel were on-site full time providing bird control services. During the months of May and June, USDA personnel were on site an average of 2 days per week due to the seasonal fluctuation in the bird population at the landfill as well as the success of the activities initiated by USDA in April. The primary approach used in controlling birds involved the use of firearms, but the contract also included provisions for the use of various forms of pyrotechnics and toxicants.

Based on observations made by USDA and CRRA personnel, the work performed by USDA has been very successful in significantly reducing the number of nuisance birds at the landfill. In order to continue to operate the landfill with the minimum impact from nuisance birds,

CRRA management recommends contracting with the USDA to continue its services through the end of Fiscal Year 2005.

CRRA will measure the performance of the contractor both quantitatively and qualitatively. CRRA's contractor will provide periodic reports providing estimated bird population at the facility and the number of birds taken (removed). CRRA staff will regularly conduct visual inspections of the landfill to qualitatively measure general bird activity. Inspection of the daily cover to determine the degree of disruption by birds (scratching through in search of organic matter) also provides a measure of bird activity at the landfill.

Financial Summary

The term of the proposed contract is July 20, 2004 through June 30, 2004. The total not-to-exceed cost of the contract is $54,700, which includes the cost of personnel, vehicles, supplies and administration. The not-to-exceed amount contemplates that bird control services will be conducted on a full time basis between October 1, 2004 and March 31, 2005, when bird activity is expected to be the highest, and on a two day per week basis during the remainder of the contract, when bird activity is expected to be the lowest. CRRA will direct USDA to reduce activities when possible and appropriate during the term of the contract to ensure that costs of the program are minimized. There are sufficient funds in the fiscal year 2005 Hartford Landfill budget for this expense.

TAB 9

RESOLUTION REGARDING AN RDF FLOOR REPAIRS AGREEMENT AT THE WASTE PROCESSING FACILITY

RESOLVED: That the President is hereby authorized to execute an agreement with Gardner Engineering, Inc. to implement repairs to the RDF floor located at the Mid-Connecticut Waste Processing Facility, substantially as presented and discussed at this meeting.

Connecticut Resources Recovery Authority
Contract Summary for Contract
Entitled

RDF Floors Repair Agreement

Presented to the CRRA Board on:	July 22, 2004
Vendor/ Contractor(s):	Gardner Engineering, Inc.
Effective date:	Upon Execution
Contract Type/Subject matter:	Public Bid/Construction
Facility (ies) Affected:	Mid-CT Waste Processing Facility
Original Contract:	NA
Term:	75 days from Notice to Proceed
Contract Dollar Value:	$371,000.00
Amendment(s):	NA
Term Extensions:	N/A
Scope of Services:	Implement repairs to RDF floor located at the Waste Processing Facility.
Other Pertinent Provisions:	None

Connecticut Resources Recovery Authority
Mid-Connecticut Project – Waste Processing Facility
RDF Floor Repairs

July 22, 2004

Executive Summary

This is to request approval of the CRRA Board of Directors for the President to enter into an agreement with Gardner Engineering, Inc. to implement repairs to the RDF floor at the Mid-Connecticut Waste Processing Facility.

Discussion

The Refuse Derived Fuel (RDF) storage area receives and stores processed waste prior to transferring the material to the Power Block Facility. The implementation of this project is required due to the severe wear of the floor caused by front-end loader traffic. As the RDF floor is a structural slab, the repair is necessary to preserve its structural integrity.

The scope of the work for the project is as follows:

Furnish all materials, labor, equipment and incidentals thereto for the repair of a damaged section of the existing concrete floor located at the RDF storage area of the Waste Processing Facility. The work to be performed includes, but is not limited to, the repair of approximately 6400 square feet of concrete floor area, the repair of the RDF Packer wall and the erection and installation of temporary bridge conveyors to avoid disruptions to the waste processing operation.

Financial Summary

The project was solicited through a public procurement process. Sealed public bids were received until 2:00 PM on June 14, 2004, at which time they were publicly opened and read aloud. Bids were received from 5 qualified bidders, and are tabulated below.

Bidder	Bid Price
Gardner Engineering, Inc.	$371,000.00
Merritt Contractors, Inc.	$387,000.00
ConnStrux	$425,000.00
Gesco, Inc.	$488,000.00
O&G Industries, Inc.	$569,840.00

Please note that the work for the project was bid as a lump sum. We have met with the low bidder on the project, Gardner Engineering, Inc. and examined their references. Per discussions with them, CRRA management is satisfied that they can complete the work as specified in the contract documents.

The project will be funded from the WPF Modification Reserve as planned for in the fiscal years 2004 and 2005 Mid-Connecticut capital improvement budgets. The total amount budgeted for this project between FY04 and FY05 is $385,000.

TAB 10

RESOLUTION REGARDING EMPLOYMENT OF BROWN RUDNICK BERLACK & ISRAELS LLP TO PROVIDE LEGAL SERVICES ON MATTERS REGARDING THE ELLINGTON LANDFILL

RESOLVED: That the President is hereby authorized to enter into a Request for Services pursuant to the three year legal services agreement with Brown Rudnick Berlack & Israels LLP for services associated with Ellington Landfill property matters, substantially as discussed and presented at this meeting.

Connecticut Resources Recovery Authority

Summary for Request for Services entitled

Legal Services for Ellington Landfill Property Matters

Presented to the CRRA Board on:	July 22, 2004
Vendor/ Contractor(s):	Brown Rudnick Berlack & Israels LLP
Effective date:	Upon Execution
Contract Type/Subject matter:	Request for Services
Facility (ies) Affected:	Ellington Landfill
Original Contract:	Three Year Legal Services Agreement dated December 1, 2002
Term:	July 1, 2004 through June 30, 2005
Contract Dollar Value:	$80,000.00
Amendment(s):	Not applicable
Term Extensions:	Not applicable
Scope of Services:	To provide legal services associated with Ellington Landfill Property Matters.
Other Pertinent Provisions:	None

TAB 11

RESOLUTION REGARDING ELLINGTON TRANSFER STATION LEASE

RESOLVED: That the President is authorized to enter into the Ellington Transfer Station *Equipment Lease* substantially as presented and discussed at this meeting.

Summary of Terms and Conditions for
Equipment Lease for Ellington Transfer Station

Presented to Board:	July 15, 2004
Parties:	CRRA and CWPM, LLC
Contract Type:	Rolling stock equipment lease
Facility:	Mid-Connecticut Project Ellington Transfer Station
Term:	June 30, 2006
Purpose:	Pursuant to the Agreement, as amended, between CRRA and CWPM, LLC for *Waste Transportation and Transfer Station and Rolling Stock Operation and Maintenance Services,* upon the effective date of each Activities Election Notice issued to CWPM for the operation and maintenance of a Mid-Connecticut Project transfer station, CRRA leases to the contractor the rolling stock (tractors and trailers) associated with the transfer station. Effective 5:00 P.M. on Friday, July 23, 2004, CWPM will assume responsibility for the operation and maintenance of the Ellington Transfer Station. This lease establishes the monthly rental payments to be paid by CWPM to CRRA for use of the rolling stock associated with the Ellington Transfer Station waste transportation activities through the term of the Agreement, June 30, 2006.
Monthly Lease Payment:	The amount of each monthly rental payment is $2,696.45 based on the July 23, 2004 effective date of the Activity Election Notice issued to CWPM, LLC on June 23, 2004.
Lease Calculation:	Lease payments total one-half of the 2006 Blue Book value of the rolling stock, plus interest.
Interest:	2% APR

EQUIPMENT LEASE FOR ELLINGTON TRANSFER STATION

This EQUIPMENT LEASE FOR ELLINGTON TRANSFER STATION (the "Lease") is made and entered into as of this 23rd day of July, 2004 (the "Commencement Date"), 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, and having a principal place of business at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 (hereinafter "Lessor") and **CWPM LLC**, a Connecticut limited liability company, having a principal place of business at 25 Norton Place, P.O. Box 415, Plainville, Connecticut 06062 (hereinafter the "Lessee").

1. EQUIPMENT Lessor hereby leases to Lessee and Lessee hereby leases from the Lessor certain equipment to be used by Lessee in its operation and maintenance of CRRA's Ellington Transfer Station described on **Schedule A** attached hereto and made a part hereof (hereinafter "Equipment"), on the terms and conditions hereof.

2. RENTAL Lessee shall pay to Lessor during the term of this Lease the following divisible monthly lease payments for the lease of the Equipment: TWO THOUSAND SIX HUNDRED NINTY SIX AND 45/100 ($2696.45). The first payments shall be made August 1, 2004 and on the same day of each month thereafter, during the Term of this Lease. If a court or arbitrator with jurisdiction over any disputes involving Lessor and the Metropolitan District Commission with respect to the Lessor Facilities (a) orders Lessor to terminate this Lease, (b) issues a temporary or permanent injunction or restraining order against Lessor prohibiting or hindering Lessor's performance of this Lease, or (c) otherwise imposes conditions or restrictions on Lessor's performance of this Lease that renders such performance uneconomical for Lessor or has a material adverse effect on Lessor, then Lessor shall reimburse Lessee the total amount of the foregoing monthly lease payments that Lessee had paid to Lessor under this Lease.

3. TERM This Lease term shall commence as of the Commencement Date and the Lease shall continue until June 30, 2006 (the "Termination Date"). The Lease term may be extended upon mutual agreement by the parties.

4. TITLE The Equipment is, and shall at all times remain Lessor's property, and the Lessee shall have no right, title or interest therein. Lessee shall affix and keep any such signs or labels requested by Lessor in a prominent place on the Equipment. Lessor is hereby authorized by Lessee, at Lessee's expense, to cause this Lease, or any statement or other instrument in respect to this Lease showing the interest of Lessor in the Equipment, including statements or instruments providing for a security interest, chattel mortgage or equivalent thereto to be filed, recorded and refiled and re-recorded in the appropriate jurisdictions within the United States. Lessee shall execute any statement or instrument requested by Lessor for such purpose or perfection, and agrees to pay or reimburse Lessor for any searches, filings, recordings or stamp fees or taxes resulting from the filing or recording of any such instrument or statement. Lessee shall, at its expense, protect and defend Lessor's title against all persons claiming against or through Lessee at all times, keeping the Equipment free from any legal process or encumbrance whatsoever, including but not limited to liens, attachments, levies, and executions, and shall give Lessor immediate written notice thereof and shall indemnify Lessor from any loss caused thereby.

5 PERSONAL PROPERTY The Equipment is, and at all times shall be and remain, personal property, notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed of, or attached to real property or any improvements thereon.

6. DISCLAIMER OF WARRANTIES Lessor disclaims and Lessee releases Lessor from any liability for loss, damage or injury to Lessee or third parties as the result of any defects, latent or otherwise, in the Equipment or arising from the Lessor's negligence or application of the laws of strict liability. Lessor leases this Equipment "as is". Lessee acknowledges that the Lessor has made no representations and has no obligations in connection with the design, performance or selection of the Equipment. Since Lessee has previously had control and possession of the Equipment, Lessee shall make no claims on account of any Equipment dissatisfaction against Lessor or any other party.

7. CARE AND USE Lessee, at its own cost and expense, shall maintain and keep the Equipment in good condition, repair and working order, and shall maintain and use the Equipment lawfully and shall not alter the Equipment without Lessor's prior written consent.

8. REDELIVERY Upon expiration or earlier termination of this Lease, Lessee shall return the Equipment to the Lessor in good repair, condition, and working order [ordinary wear and tear resulting from proper use thereof only excepted] in a manner reasonably designated by Lessor. If such Equipment is not immediately returned to the Lessor upon termination of this Lease, the Lessee shall continue to hold and lease the Equipment hereunder and the Lease shall be extended indefinitely as to the term at the same monthly rental until delivered as demanded.

9. RISK OF LOSS Lessee shall bear all risk of loss and damage to the Equipment from any cause. The occurrence of loss or damage shall not relieve the Lessee of any obligation hereunder. In the event of loss or damage, Lessee, at Lessor's option, shall place the damaged Equipment in good repair, condition and working order, or replace lost or damaged Equipment with like equipment in good repair, condition, and working order.

10. INSURANCE Lessee shall procure and maintain, at its own cost and expense, throughout the term of this Lease and any extension thereof, the following insurance, including any required endorsements thereto and amendments thereof:

(a) Commercial general liability insurance alone or in combination with, commercial umbrella insurance with a limit of not less than twenty-five million ($25,000,000.00) 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).

(b) Business automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto or vehicle (including owned, hired, and non-owned autos or vehicles), with a limit of not less than one million ($1,000,000.00) dollars each accident, and including pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos

endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90) shall be attached.

(c) Workers' compensation insurance with statutory limits and employers' liability limits of not less than one million ($1,000,000.00) dollars each accident for bodily injury by accident and one million ($1,000,000.00) dollars for each employee for bodily injury by disease.

All policies for the above insurance required herein shall name CRRA as an additional insured (this requirement shall not apply to workers' compensation insurance). If Lessee shall fail to provide such insurance coverage or proof of coverage, then Lessor may, at Lessor's option, obtain coverage for part or all of the term of this Lease, the premiums for which shall be payable by the Lessee as additional rent.

11. INDEMNITY Lessee shall indemnify and hold Lessor harmless against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including attorney's fees arising out of, connected with or resulting from the Equipment or the Lease, including without limitation, the manufacturer, selection, delivery, possession, use, operation or return of the Equipment. In addition to the foregoing, Lessee's use of the Equipment for work outside the scope of Lessee's responsibilities under a certain Agreement For Waste Transportation And Transfer Station And Rolling Stock Operation And Maintenance Services dated June 11, 2001, between Lessor and Lessee shall be solely at the risk of Lessee and Lessee shall have all liability for such use and Lessee shall hold Lessor harmless from any liability resulting from said work.

12. DEFAULT If Lessee defaults in any payment or other performance required under this Lease, Lessor may exercise any or more of the following options:

(a) Declare the entire balance of rent hereunder immediately due and payable;
(b) To sue for and recover all rents or other monies due;
(c) To require the Lessee to assemble all Equipment at the Lessee's expense to a place reasonably designated by the Lessor; and
(d) To remove any physical obstructions for removal of the Equipment from the place where the Equipment is located and take possession of any or all items of Equipment without demand or notice, wherever the same may be located, with or without court order or retaking hearing or other process of law, it being understood that facility of repossession in the event of default is a basis for the financial accommodation reflected by this Lease. Lessee hereby waives any and all damages occasioned by retaking. Lessor may, at its option, use, store, repair or lease all Equipment so removed and sell it or otherwise dispose of any such Equipment at a private or public sale, including exhibition and sale at Lessee's premises at reasonable business hours without the necessity of removal.

If any payment is not made by Lessee when due hereunder, Lessee shall pay to Lessor not later than one month thereafter an amount calculated at the lesser rate of 5% of any delayed payment or such lower rate or amount allowed by law in addition to all other remedies.

Remedies under this Lease and by law are cumulative and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any remedy or right shall operate as a waiver thereof.

13. ASSIGNMENT Neither this Lease, the Equipment or any interest in or use is assignable by the Lessee without the Lessor's prior written consent or such assignment shall be void.

14. NOTICE Notices required under this Lease shall be sufficient if given personally or mailed to the party involved at its respective address set forth herein or such other address as the party may provide from time to time in writing. Any such notice mailed shall be effective when deposited in United States mail duly addressed with appropriate postage prepaid.

15. CAPTIONS Captions are used in this Lease for convenience only and are not intended to be used in the construction or interpretation of this Lease.

16. TIME IS OF ESSENCE Time is of the essence in this Lease.

17. ENTIRE AGREEMENT This Lease contains the entire agreement between the Lessor and Lessee. No modification of this Lease shall be effective unless in writing and executed by a duly authorized officer of the Lessor.

18. GOVERNING LAW This Lease shall be construed in accordance with and governed by laws of the State of Connecticut.

19. EQUIPMENT EXPENSES. For the term of this Lease, Lessee shall be liable to pay for all maintenance and repair costs for said equipment in **Schedule A**. Lessor shall be liable to reimburse Lessee for the insurance costs, as required in Paragraph 10 herein.

20. EQUIPMENT OPERATORS. Throughout the term of this Lease, Lessee shall, at Lessor's request, provide Lessor a then current listing of all its employees and/or agents, with their Connecticut driver's license numbers and home addresses, that utilize/operate the equipment listed in **Schedule A**. Throughout the term of this Lease, Lessee shall be obligated to report immediately to Lessee any accidents its employees or agents have with said Equipment in **Schedule A.** Lessee shall indemnify and hold Lessor harmless for any employees or agents it utilizes to utilize/operate the Equipment that are not qualified drivers and/or qualified in any other aspect to operate/utilize the Equipment.

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

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By:_____
Thomas D. Kirk
Its President
Duly authorized

CWPM LLC

By:_____

Its
Duly authorized

SCHEDULE A

Ellington Transfer Station Rolling Stock

Tractor	Make/Yr
4114	Int 89
4116	Int 90
4117	Int 90
4131	Freightl/99
4132	Freightl/99

Trailer	
4302	Hale 93
4334	Fabrex 99
4335	Fabrex 99
4351	Hale 92
4322	Hale 94
4353	Hale 92

TAB 12

RESOLUTION REGARDING FIRST AMENDMENT TO THE TOWN OF SOUTHBURY'S MUNICIPAL SOLID WASTE MANAGEMENT SERVICES AGREEMENT

RESOLVED: The President is authorized to execute the First Amendment to the Town of Southbury's Solid Waste Management Services Agreement substantially as presented and discussed at this meeting.

Connecticut Resources Recovery Authority
Contract Summary

Presented to Board:	July 22, 2004
Customer:	Town of Southbury
Contract Type:	First Amendment to Solid Waste Management Services Agreement
Facility(ies):	Mid-Connecticut Project
Term, Original Contract:	November, 2012
Term, First Amendment:	On or about August 1, 2004 – June 30, 2007 Term coincides with the Town's services agreement with its current residential waste hauler
Transportation Subsidy:	FY05 $9.04 per ton escalated based on the lesser of two percent (2%) or the percentage increase or decrease in the CPI.
Termination:	Amendment may be terminated by CRRA or the Town of Southbury upon 90-days written notice prior to the commencement of a new fiscal year beginning July 1.
Comments:	The Town of Southbury's residential waste – over 300 loads per year - is currently transported by its contract hauler to the Watertown Transfer Station. These loads are transported to the transfer station via 100 yard trailers. This amendment redirects the Town's residential waste hauler to the Mid-Connecticut Project Waste Processing Facility in Hartford. By redirecting this waste to Hartford, the Mid-Connecticut Project saves the costs associated with the doubling handling of this waste (tipping 100 yard trailers only to have the transfer station operator reload the material into other 100 yard trailers for transport to Hartford) and reduces the wait times for other haulers using the transfer station.

FIRST AMENDMENT TO CONTRACT BETWEEN THE CONNECTICUT RESOURCES RECOVERY AUTHORITY AND A MUNICIPALITY – SOUTHBURY – OF THE STATE OF CONNECTICUT TO PROVIDE SOLID WASTE MANAGEMENT SERVICES

This FIRST AMENDMENT TO CONTRACT BETWEEN THE CONNECTICUT RESOURCES RECOVERY AUTHORITY AND A MUNICIPALITY – SOUTHBURY – OF THE STATE OF CONNECTICUT TO PROVIDE SOLID WASTE MANAGEMENT SERVICES (the "Amendment") is made and entered into as of the 1st day of August, 2004 (the "Commencement Date"), by and among the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 (the "Authority") and **TOWN OF SOUTHBURY,** a municipality and political subdivision of the State of Connecticut, with municipal offices located at 501 Main Street South, Southbury, Connecticut 06488 (the "Municipality").

PRELIMINARY STATEMENT

Authority and Municipality entered into a Contract between The Connecticut Connecticut Resources Recovery Authority and A Municipality – Southbury – Of The State of Connecticut To Provide Solid Waste Management Services dated as of January 29, 1987 (the "Initial Contract"). Authority and Municipality now desire to amend the Initial Contract in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 614 of the Initial Contract, the parties hereto hereby agree as follows.

TERMS AND CONDITIONS

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

2. **Section 301.** Section 301 of the Initial Contract is hereby amended to incorporate the following new language:

   Effective on or after August 1, 2004, and through to June 30, 2007, the Municipality, or its agents, shall deliver directly to the Mid-Connecticut Facility all of the Acceptable Waste it is required to deliver under the Initial Contract. In the case of an emergency, either the Authority or the Municipality shall have the right to divert Acceptable Waste to the Watertown Transfer Station. To the maximum extent possible, the diverting party, either the

Authority or the Municipality as the case may be, shall provide the other party with the maximum amount of prior notice of any such emergency diversion of Acceptable Waste. The diverting party, either the Authority or the Municipality as the case may be, shall use its best efforts to remedy the emergency situation as soon as is possible and return to the normal delivery pattern. At the end of each month, the Municipality shall submit an invoice to the Authority for the Municipality's loads delivered to the Mid-Connecticut Facility. The Municipality's invoice shall list the total number of loads delivered to the Mid-Connecticut Facility during the previous calendar month along with the tonnage of each load and the amount owed by the Authority to the Municipality for the transportation cost of each ton of Acceptable Waste. Attached to each monthly invoice shall be a copy of the scale weight tickets issued to the Municipality truck drivers by the Mid-Connecticut Facility operator. From the Commencement Date of this Amendment through June 30, 2005, the Authority shall pay the Municipality NINE AND 04/100 ($9.04) DOLLARS per ton of Acceptable Waste delivered to the Mid-Connecticut Facility by the Municipality or its agents. For each successive fiscal year beginning with Fiscal Year 2006 which begins July 1, 2005 that this Amendment remains in effect, the foregoing per ton fee shall be adjusted in accordance with the lesser of the following:

(i) Two (2%) Per Cent;

(ii) The percentage increase or decrease in the cost of living in the National Consumer Price Index ("CPI") published most recently by the Bureau of Labor Statistics of the United States Department of Labor.

The foregoing CPI figure shall be calculated by the Municipality in accordance with its Town of Southbury, Connecticut Contract For Nonexclusive Haulage Of Solid Waste dated August 27, 1997, and said CPI figure shall be provided to the Authority in a timely basis. Either the Authority or the Municipality may, only at the anniversary of each Fiscal Year under this Amendment and with 90-day prior written notice before each such Fiscal Year, terminate this Amendment without cause. The foregoing termination provision shall not effect the legal validity of the Initial Contract.

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

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

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By:_____
Thomas D. Kirk
Its President
Duly Authorized

TOWN OF SOUTHBURY

By:_____
Its
Duly Authorized

TAB 13

Resolution Regarding the First Amendment To Amended and Restated Agreement For Operation And Maintenance Of Power Block Facility Between Connecticut Resources Recovery Authority and Resource Recovery Systems Of Connecticut, Inc.
For the Installation and Operation of a Dolomitic Lime System for Ash Stabilization

RESOVED: The President is hereby authorized to execute the First Amendment To Amended And Restated Agreement For Operation And Maintenance Of Power Block Facility for the installation and operation of a Dolomitic Lime Ash Stabilization System with Covanta Mid-Conn, Inc., formerly known as Resource Recovery Systems of Connecticut, Inc., substantially in accordance with the terms and conditions discussed at this meeting.

Connecticut Resources Recovery Authority

Contract Summary for
First Amendment To Amended and Restated Agreement For Operation And Maintenance Of Power Block Facility Between Connecticut Resources Recovery Authority and Resource Recovery Systems Of Connecticut, Inc. For the Installation and Operation of a Dolomitic Lime System for Ash Stabilization

Mid-Connecticut Connecticut Project

Presented to the CRRA Board on:	July 22, 2004
Vendor/ Contractor(s):	Covanta Mid-Conn Inc.
Effective date:	Upon Execution
Contract Type:	First Amendment to the Agreement
Facility (ies) Affected:	Mid-Ct Resource Recovery Facility
Original Contract:	Amended and Restated Agreement for Operation and Maintenance of Power Block Facility ("the Agreement")
Term:	Through May 31, 2012
Contract Dollar Value:	Total Construction Cost: $582,666 Yearly O&M Fee: $47,500
Amendment(s):	none
Scope of Services:	Design, Supply, Installation and Operation of a Dolomitic Lime Ash Treatment System at the Mid-Connecticut Resource Recovery Facility
Other Pertinent Provisions:	None

Connecticut Resources Recovery Authority
Mid-Connecticut Resource Recovery Facility
Installation of an Ash Treatment System

July 22, 2004

Executive Summary

This is to request approval of the CRRA Board of Directors for the President to execute an amendment to the current service agreement with Covanta Mid-Connecticut, Inc. ("Covanta") to install and operate a dolomitic lime ash treatment system at the Mid-Connecticut Resource Recovery Facility ("RRF") at CRRA's South Meadows site.

At the December 18, 2003 Board of Directors Meeting, the Board approved the cost for construction of this system. Further, CRRA staff informed the Board that the operation and maintenance ("O&M") of the system and the associated O&M fee had not been negotiated with Covanta. It was expected that this O&M fee would be in the range of $40,000 to $80,000 per year and once negotiated, CRRA Management would seek board approval at that time.

A yearly operation and maintenance fee of $47,500 has been agreed upon between CRRA and Covanta.

Also attached for your information, is the package that was submitted for your review and approval at the December 18, 2003 meeting.

Originally it was anticipated that a letter agreement would suffice, however both parties agreed that the terms and conditions for construction, operation and maintenance of the system should be in an amendment to the agreement.

First Amendment To Amended And Restated Agreement For Operation And Maintenance Of Power Block Facility Between Connecticut Resources Recovery Authority and Resource Recovery Systems Of Connecticut, Inc.

For Installation and Operation of a Dolomitic Lime System for Ash Stabilization

This First Amendment to the Amended And Restated Agreement For Operation Of Power Block Facility Between Connecticut Resources Recovery Authority And Resource Recovery Systems Of Connecticut, Inc., dated December 22, 2000 (the "Agreement"), by and between the Authority and Covanta Mid- Conn, Inc., formerly known as Resource Recovery Systems of Connecticut, Inc. (the "Contractor") (the "First Amendment") is entered into this 23rd day of July, 2004 between the Authority and the Contractor.

BACKGROUND

WHEREAS, the United States Supreme Court in 1994 determined that residue (ash) should be regulated under Subtitle C, Section 3001(i) of the Resource, Conservation and Recovery Act ("RCRA");

WHEREAS, Part 262.11 of Title 40 of the Code of Federal Regulations (40 C.F.R. Part 262.11) requires generators to determine if waste is hazardous by testing or knowledge of materials/process;

WHEREAS, the 1995 EPA Municipal Waste Combustors Guidance on Ash states that the generator is responsible for ascertaining ash variability over time and has a continuing responsibility for knowing whether the ash is hazardous at any point in time;

WHEREAS, recent data has shown that there is potentially significant variability in the ash characteristics utilizing scrubber lime for ash stabilization;

WHEREAS, dolomitic lime addition has been shown to provide more consistent non-hazardous ash characteristics;

WHEREAS, the Agreement, pursuant to sections 6.05(b) and (c), 11.01 and 5.02, provides for changes to the Power Block Facility ("Facility") to address Changes in Law and requests of the Authority, and for payment by the Authority to the Contractor for any costs resulting from such changes in the Facility.

NOW THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the Authority and the Contractor hereby agree as follows:

AMENDMENT

1. Defined terms are those beginning in capital letters and all such terms used herein and not defined in this First Amendment shall have the meanings given such terms in the Agreement. The following defined terms shall have the meanings indicated below:

"Acceptance Criteria" shall mean the criteria set forth in ***Schedule 4*** to this First Amendment.

"Acceptance Date" shall mean the date on which the Dolomitic Lime System meets the Acceptance Criteria, as demonstrated by the Acceptance Test.

"Acceptance Test" shall mean a test performed by the Contractor in accordance with the protocol called for in this First Amendment, to demonstrate compliance with the Acceptance Criteria.

"Dolomitic Lime System" shall mean the system designed and constructed pursuant to this Agreement as more specifically described in ***Schedule 2*** hereto.

"Dolomitic Lime System Price" shall mean the price set forth in ***Schedule 3*** hereto.

"Substantial Completion" shall mean substantial completion of the installation of the lime storage silo, piping, conveyors, rotary feed valves, wiring and controls so that the Dolomitic Lime System is operational.

2. The Contractor and the Authority agree that the Dolomitic Lime System is a change to the Facility authorized and undertaken pursuant to Sections 6.05(b) and (c) of the Agreement, and that all applicable requirements of those sections have been satisfied.

3. (a) In order to implement this required change to the Facility, the Contractor shall:

(i) design, install, test, monitor and operate the Dolomitic Lime System in accordance with good engineering practices so that the Acceptance Test will be successfully completed.

(b) Commencing upon the Acceptance Date, the Contractor shall:

(i) conduct an ash characterization as may be required from time to time, in accordance with the applicable regulations and guidance.

(ii) in accordance with all local, state, and federal laws and permits and prevailing applicable professional or industry standards, operate, maintain and repair the Dolomitic Lime System to deliver lime at the rates established in the most recent ash characterization in order to achieve ash stabilization and non-hazardous ash characteristics.

4. The Authority shall pay the Dolomitic Lime System Price in accordance with the Dolomitic Lime System drawdown schedule set forth in ***Schedule 1*** hereto.

5. The Contractor shall provide to the Authority paper and electronic copies of all record (as-built) drawings relating to the Dolomitic Lime System within thirty (30) days after the Acceptance Date.

6. The Contractor shall conduct the Acceptance Test in accordance with this First Amendment and the Acceptance Test Protocol (the "Test Protocol"). The Test Protocol will be drafted by the Contractor, and submitted for review and comment to the Authority, at least thirty (30) days prior to the commencement of the Acceptance Test. After the draft Test Protocol is submitted to the Authority for its review and comment, the Authority shall have fourteen (14) days to review the draft Test Protocol and provide the Contractor with its written comments. Thereafter, the Authority and Contractor shall meet to resolve the Authority's written comments on the draft Test Protocol. The Contractor shall provide to the Authority written notice fourteen (14) days prior to the expected start date of the Acceptance Test. The Contractor shall confirm the date seven (7) days prior to the start of testing.

7. The Contractor shall provide copies of the Acceptance Test Report (the "Report") to the Authority within forty-five (45) days after the Acceptance Test has been completed. The Report shall include: (i) a statement that the Test has been completed; (ii) the accuracy of all results of the Acceptance Test; and (iii) a statement that the Dolomitic Lime System has met or exceeded the Acceptance Criteria or, if the results show that the Acceptance Test did not achieve the Acceptance Criteria, the Contractor shall provide an estimate of the date of initiation of the next Acceptance Test. The Acceptance Date shall occur on the date of the completion of an Acceptance Test that demonstrates that the Acceptance Criteria have been met as reasonably determined by the Authority.

8. In the event of Contractor's failure to achieve the Acceptance Criteria, unless due to a Force Majeure event, the Contractor shall at its sole cost: (i) immediately resolve all operational problems and/or causes for the failure to achieve the Acceptance Criteria; (ii) immediately undertake all repairs, modifications and/or improvements necessary; and (iii) retest the Dolomitic Lime System in accordance with the Test Protocol until the Contractor achieves the Acceptance Criteria.

9. (a) The Contractor shall submit applications for payment ("Applications for Payment") to the Authority with respect to the Dolomitic Lime System. The total price for all efforts associated with the design, installation, testing, and operation of the Dolomitic Lime System prior to the Acceptance Date shall be as set forth in ***Schedule 3*** of this First Amendment. The Total Dolomitic Lime System Price in ***Schedule 3*** is the maximum amount of compensation that Contractor shall receive from the Authority for all the services performed by the Contractor under this First Amendment. No cost overruns will be allowed without the written approval of the Authority.

(b) The Dolomitic Lime System Drawdown Schedule set forth in ***Schedule 1*** of the First Amendment shall be used as a basis for the Applications for Payment.

(c) The Authority shall pay the Contractor within 20 days after the Application for Payment is received by the Authority.

(d) A punch list will be developed based upon a walk through with the Authority and the Contractor upon mechanical completion of the Dolomitic Lime System. Upon Contractor's completion of the punch list items to the Authority's reasonable satisfaction, the punchlist completion retainage set forth in ***Schedule 1 hereto*** shall be paid to the Contractor.

10. After the Acceptance Date, an annual fee of $47,500.00 (Forty-seven thousand five hundred dollars) per Contract Year (or a pro rated amount for a partial Contract Year) shall be paid by the Authority to the Contractor for Contractor's operation and maintenance of the Dolomitic Lime System. The fee shall be paid in accordance with the provisions of sections 5.01, 5.02 and 5.08 of the Agreement, and shall be escalated commencing on July 1, 2005 in accordance with the indices provided in Section 5.01 of the Agreement.

11. The list of Reimbursable Expenses set forth in Section 5.04 of the Agreement shall be amended to add the following additional approved Reimbursable Expenses to the end of the list: (k) the cost of Dolomitic lime used in the Dolomitic Lime System during start-up testing and all subsequent operation; and (l) the cost of ash characterization.

12. The parties hereto acknowledge that the Contractor does not guarantee that the Dolomitic Lime System will result in achieving any specified ash characterization results. In the event the ash demonstrates hazardous characteristics, the Authority and the Contractor will work together to determine the cause.

13. Except as specifically amended by this First Amendment, all of the terms, covenants and provisions of the Agreement are hereby ratified and confirmed in all respects, and declared to be and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the_____ day of _____, 2004.

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
President

COVANTA MID-CONN, INC.

By: _____
Anthony J. Orlando
President and Chief Executive Officer

SCHEDULE 1

DOLOMITIC LIME SYSTEM DRAWDOWN SCHEDULE

Percentage of Dolomitic Lime System Price Due

Milestone	Contractor
Contractor Mobilization	25%
Lime Silo Installation	25%
Substantial Completion	40%
Final Acceptance[1]	5%
Punchlist Completion	5%

Notes:

1– Final Acceptance shall mean completion of an approved Acceptance Test.

SCHEDULE 2

TECHNICAL DESCRIPTION OF THE DOLOMITIC LIME SYSTEM

Project Description:

The Dolomitic Lime System will deliver Dolomitic lime into each boiler's submerged scraper conveyors (SSC). The system will have an 85 ton lime storage silo with baghouse, rotary feed valves and screw conveyors to deliver lime to the three (3) existing submerged scraper conveyors located at the bottom of each boiler.

The 85 ton storage silo will be located next to the River Side of the boiler building but not connected to the existing building. Twelve (12) pilings will be driven into the soil and a concrete pad / foundation will be placed where the silo will be erected. Under the silo hopper area will be an operator platform to access three (3) side gates and rotary feed metering valves. Each metering valve will discharge to its own independent screw conveyor system which will transport lime and discharge into each boiler's SSC. Located next to the boiler building will be a line which will allow filling of the silo from a bulk transport delivery truck via a truck mounted blower.

The project will be installed and completed while the facility is operating. While the Contactor installs the Dolomitic Lime System, Contractor shall take all steps reasonably necessary to prevent its installation work from interfering with the ongoing operation of the Facility.

SCHEDULE 3

DOLOMITIC LIME SYSTEM PRICE

Total Dolomitic Lime System Price	$ 582,666.00

SCHEDULE 4

ACCEPTANCE CRITERIA

The Dolomitic Lime System shall deliver the appropriate amount of dolomitic lime to each ash discharger to maintain the pH of the final extract, pursuant to the Toxicity Characteristic Leaching Procedure (SW846, Method 1311), in the range of 7.5-10.5 S.U. This amount will be in units of lbs/hr per unit and be determined through pH testing and adjustments to the dolomitic lime feed rates. The rate that is established to maintain the pH in this range will be used for the Acceptance Test.

The Acceptance Test will be conducted for 5 days. The system shall meet or exceed the established dolomitic lime delivery rate(s) in lbs/hr per unit using a 24 hr average over the 5 day test period.

As set forth in paragraph 12 of this First Amendment, achievement of the Acceptance Criteria shall not be construed as a guarantee that the ash will achieve any specified characterization results before, on, or after the Acceptance Date.

Connecticut Resources Recovery Authority
Mid-Connecticut Resource Recovery Facility
Installation of an Ash Treatment System

December 18, 2003

Executive Summary

This is to request approval of the CRRA Board of Directors for the President to enter into an agreement with Covanta Mid-Connecticut, Inc. (Covanta) to install a dolomitic lime ash treatment system at the Mid-Connecticut Resource Recovery Facility ("RRF") at CRRA's South Meadows site.

Employment of this ash treatment system is recommended in order to provide an additional level of assurance that the ash residue generated by the Mid-Connecticut RRF will, in the future, continue to be acceptable for management as non-hazardous solid waste at the Hartford Landfill.

Discussion

The Mid-Connecticut Resource Recovery Facility combusts refuse derived fuel (manufactured from the shredding and screening of municipal solid waste) and in turn generates an ash residue from the combustion process. This ash residue is transported to the Hartford Landfill where it is placed in the ash residue monocell for disposal.

Periodically CRRA analyzes the RRF ash residue to determine the concentration of several metal constituents in order to demonstrate that the ash is non-hazardous. The analytical test that is employed to make this waste characteristic determination is called the Toxicity Characteristic Leaching Procedure (TCLP).

The ash residue consists of fly ash and bottom ash. The fly ash is removed from the flue gas and collected by the air pollution control equipment, and contains significant quantities of lime. The bottom ash consists of non-combustible material discharged from the boiler grates after the combustion process is complete.

Results of the most recent ash residue characterization indicate that the ash passes the TCLP test and may be managed as a non-hazardous solid waste. However, the results also suggest that the level of one metal, cadmium, may be present in the ash at concentrations that, although not exceeding the regulatory threshold, may from time-to-time approach the regulatory threshold.

Cadmium is found in nickel-cadmium batteries, and in a variety of consumer electronics devices. Although there has been an increased emphasis on recycling of consumer electronics in recent years, use and subsequent discard of these consumer electronic items in the municipal solid waste stream may, on a moving forward basis, result in an upward trend in the level of cadmium in the municipal solid waste stream.

The USEPA recently published draft technical guidance for sampling and analysis of solid waste, which includes ash residue from waste-to-energy facilities. The guidance revises and clarifies certain solid waste sampling and analytical techniques and methods, including statistical methodologies, for characterizing solid waste. Although the guidance is only in draft form at this time, it suggests that, in the future, generators of municipal solid waste combustion ash may be required to apply more rigorous statistical waste characterization methodologies, and may be required to sample ash more frequently.

Accordingly, CRRA management believes it is prudent and appropriate at this time to install an ash treatment system at the RRF designed to further immobilize metals, including cadmium, in the ash residue. Accordingly, the operation of this system will provide an added level of assurance that, in the future, none of the ash residue from the Mid-Connecticut RRF will exceed the regulatory threshold for cadmium as measured by the TCLP test. In the event that the ash exceeds the regulatory threshold for cadmium, it would have to be managed as a hazardous waste, at a significantly increased disposal cost.

During the past several months CRRA and Covanta has evaluated several different ash Treatment technologies, including those employing Pebble Lime, Magnesium Hydroxide, Dolomitic Lime, and the Wes-Phix© system. CRRA management has also discussed ash Treatment systems with two other waste-to-energy plant operators, Wheelabrator and American Ref-Fuel, as well as with several consultants experienced with ash treatment systems.

CRRA and Covanta have concluded that the preferred system for use at the Mid-Connecticut RRF is a dolomitic ash treatment system. Covanta, the facility operator, agrees that the dolomitic lime system is preferable to the other ash Treatment technologies. Covanta has conducted an engineering analysis for the installation of a dolomitic lime addition system and has recommended a system to CRRA. The system will consist of a lime storage silo and sifting screw, configured to feed dolomitic lime from the storage silo into the submerged drag conveyors for each boiler ash train. The dolomitic lime will combine with the bottom ash, which is then combined with the fly ash.

CRRA Management has conducted a preliminary review of Covanta's proposed system specifications. A more detailed review of the project will be occurring during the next several weeks. At this time CRRA staff recommend that the Board of Directors authorize the President to contract with Covanta to install the dolomitic ash treatment system, pending final review and approval of the proposed engineering and construction design by CRRA staff.

Financial Summary

Covanta has solicited bids from three vendors experienced with the design and installation of the proposed system, and has provided the results of the solicitation to CRRA. Covanta has recommended Methuen Construction, the low bidder. The results of this solicitation are tabulated below:

Vendor	Price
Methuen Construction	$529,697.00
Quality "Plus" Services, Inc.	$538,410.00
All State Boiler & Construction	$636,435.00

The bids submitted are for a "turnkey" scope of supply which includes design, supply and installation of a complete dolomitic lime ash treatment system. Under the terms of the PBF agreement with Covanta, there is no markup of the Contractor's price. However, the quotation does include certain exclusions, such as no cost for posting a bond, which will increase the final price. Accordingly, CRRA staff is recommending adding a 10% contingency to the low bidder's price. With the contingency, the price for the design, supply and installation of the proposed system is $582,667.00.

The funds for this project are available from the fiscal year 2004 Mid-Connecticut capital improvement budget, provided certain other capital projects are deferred to fiscal year 2005. Deferring these other capital projects to fiscal year 2005 will not impact operation of the Mid-Connecticut project facilities.

CRRA staff is currently negotiating an operation & maintenance fee with Covanta for operation of this system. CRRA staff expects to have this fee established shortly and intends to seek board approval at that time. It is expected that this fee will be in the range of $40,000 to $80,000 per year. In addition, the cost of the lime is expected to range between $100,000 and $400,000 per year.

RESOLUTION REGARDING THE INSTALLATION OF AN ASH TREATMENT SYSTEM AT THE MID-CONNECTICUT RESOURCE RECOVERY FACILITY

RESOLVED: That the President is hereby authorized to execute an agreement with Covanta Mid-Connecticut, Inc. to install a dolomitic ash treatment system at the Mid-Connecticut Resource Recovery Facility, substantially as presented and discussed at this meeting.

Connecticut Resources Recovery Authority
Contract Summary for Contract
entitled

Installation of a Dolomitic Ash Treatment System

Presented to the CRRA Board on:	December 18, 2003
Vendor/ Contractor(s):	Covanta Mid-Connecticut, Inc.
Effective date:	Upon Execution
Contract Type/Subject matter:	Letter Agreement/Construction
Facility (ies) Affected:	Mid-CT Resource Recovery Facility
Original Contract:	Amended and Restated Agreement for Operation and Maintenance of Power Block Facility
Term:	Through May 31, 2012
Contract Dollar Value:	$582,667.00
Amendment(s):	NA
Term Extensions:	N/A
Scope of Services:	Installation of a dolomitic lime ash treatment system at the Mid-Connecticut Resource Recovery Facility
Other Pertinent Provisions:	None

TAB 14

RESOLUTION REGARDING METALS AND NON-PROCESSIBLE WASTE MARKETING, TRANSPORTATION AND DISPOSAL SERVICES

RESOLVED: That the President is authorized to enter into the agreement with CWPM, LLC for Metals and Non-Processible Marketing and Transportation and Disposal Services for the Wallingford Project substantially as presented and discussed at this meeting.

Connecticut Resources Recovery Authority
Contract Summary

Presented to Board:	July 22, 2004
Vendor:	CWPM, LLC
Contract Type:	Metals and non-processible hauling services
Faciltiy(ies):	Wallingford Resources Recovery Facility
Contract Dollar Value:	FY05 budgeted amount $48,500, approximately $150,000 over the life of the three-year agreement.
Fee Structure:	Metals hauling: FY05 $125.00 per haul; FY06 $130.00 per haul; FY07 $135.00 per haul. Non-processible waste hauling and disposal:FY05 $125.00 per haul plus $75.00 per ton disposal; FY06 $130.00 per haul plus $75.00 per ton disposal; FY07 $135.00 per haul plus $75.00 per ton disposal.
Term:	July 1, 2003 – June 30, 2007
Term Extension(s):	None
Scope of Services:	Provide hauling services for for non-processible waste and metals received at the Wallingford plant.
Discussion:	On April 15, 2004 CRRA issued a request for bids for *Metal and Non-processible Waste Marketing, Transportation and Disposal Services.* The legal notice for this procurement was advertised in the Hartford Courant, New London Day, New Haven Register and Republican American. The procurement notice was also posted on CRRA's internet web site. Only CWPM, LLC submitted a bid to provide the services. This is the third time in the past six years CRRA has issued bids for these services and, in each case, CWPM, LLC has been the only firm to submit a bid.

AGREEMENT FOR METALS AND NON-PROCESSIBLE WASTE TRANSPORTATION AND DISPOSAL SERVICES

This AGREEMENT FOR METALS AND NON-PROCESSIBLE WASTE TRANSPORTATION AND DISPOSAL SERVICES is made and entered into as of the 1ST day of July, 2004, by and among the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 100 Constitution Plaza, 17th Floor, Hartford, Connecticut 06103 ("CRRA"), and _____, a _____ corporation, having a principal place of business at _____, _____, _____ _____ ("Contractor").

PRELIMINARY RECITAL

CRRA is the owner of a certain resources recovery facility located at 530 South Cherry Street, Wallingford, Connecticut (the "Facility"), which Facility is currently operated by Covanta Energy, Inc. (the "Operator"). CRRA and Contractor now desire to enter into this Agreement in order to have Contractor transport and dispose of Metals and Non-Processible Waste generated by the Facility to the Disposal Sites.

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

TERMS AND CONDITIONS

1. **GENERAL**

1.1 **DEFINITIONS**

"Act of Bankruptcy" means that (a) Contractor shall have commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) Contractor shall have failed, or admitted in writing its inability generally, to pay its debts as such debts become due, (c) Contractor shall have made a general assignment for the benefit of creditors, (d) Contractor shall have

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

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

"Agreement" means this Agreement For Metals And Non-Processible Waste Transportation And Disposal Services between CRRA and Contractor, together with **Schedules 1-4** (inclusive) attached hereto and made a part hereof and any written amendments, modifications or supplements hereto.

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

"Commencement Date" means the date designated in CRRA's notice to proceed which it issues to Contractor to initiate the performance of the Services hereunder (the "Notice to Proceed").

"Disposal Sites" means the disposal sites or facilities to which Contractor transports and disposes the Metals and Non-Processible Waste from the Facility under this Agreement. Said sites or facilities must comply with the following: (i) must be pre-approved in writing by CRRA as a disposal site prior to any transportation or disposal by Contractor; and (ii) must be a

currently permitted disposal facility(s) operating in accordance with, and pursuant to, all applicable governmental regulations, statutes, permitting requirements, and any other such requirement. Any successor disposal sites or facilities utilized by Contractor must also be pre-approved by CRRA in writing prior to any transportation or disposal by Contractor.

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

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

"Facility" means the Wallingford Facility.

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

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

"Guarantor" means _____.

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

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

"Metals" means ferrous and non-ferrous scrap metals removed from the waste stream prior to combustion.

"Municipal Solid Waste or MSW" means solid waste generated by and collected from residential, commercial, institutional, industrial, and other establishments deemed acceptable by CRRA in accordance with all applicable federal, state, and local laws.

"Non-Processible Waste" means the following categories of Solid Waste (other than Unacceptable Waste): (a) Street sweepings; (b) Non-combustible construction materials and demolition debris, including masonry, brick and stone, structural steel, re-bar, and structural shapes; (c) Oversized Bulky Waste, that is, items which exceed seven (7) feet by three (3) feet by five (5) feet in size; (d) Tree stumps, logs, brush, and combustible demolition debris which exceed four (4) feet in length and four (4) inches in diameter or four (4) inches in thickness; (e) Other items not normally burned in a mass-burn facility, such as white goods and engine blocks, the processing of which would cause damage to the Facility; (f) Any Solid Waste not classified as Unacceptable Waste from the Participating Municipalities that cannot be burned at the Facility; and (g) Any other waste deemed by the Authority in its sole discretion to be "Non-Processible Waste.

"**Operating Year**" means each successive, twelve month period during the term of this Agreement, with the first Operating Year commencing on July 1, 2004, and ending on June 30, 2005, with each subsequent Operating Year commencing on July 1 and ending on the following June 30. Where this Agreement specifies amounts or quantities with respect to an Operating Year, the amounts or quantities shall be prorated for any Operating Year that is less than a twelve Schedule month period.

"**Permits**" means all permits, consents, licenses, approvals or authorizations issued by any governmental body having jurisdiction over the transportation of Metals and Non-Processible Waste hereunder.

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

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

"**Service Fees**" means the per Ton amounts as set forth in **Schedule 1**.

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

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

"**Uncontrollable Circumstance**" means any of the following acts, events or conditions that have had, or may reasonably be expected to have, a material adverse effect on the rights or the obligations of either party under this Agreement, or a material adverse effect on the operation or use of the Facility(s), if such act, event or condition is beyond the reasonable control of CRRA or Contractor, respectively, and not the result of willful or negligent action or a lack of reasonable diligence, of the

party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement and is the proximate cause of such failure to perform or comply: an act of God, epidemic, landslide, lightning, earthquake, hurricane, fire, explosion, storm, flood or similar occurrence, an act of war, blockade, insurrection, riot, civil disturbance or similar occurrence.

"Wallingford Coordinator" means CRRA's employee responsible for the supervision of the Wallingford Facility.

"Wallingford Property" means the real property upon which the Wallingford Facility is situated.

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

(a) Capitalized terms used herein shall have the meanings set forth herein;

(b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;

(c) Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with "generally accepted accounting principles", and the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles which are generally accepted at the date or time of such computation;

(e) The words "herein", "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection;

(f) Reference to any particular party shall include that party's employees and the authorized agents of that party;

(g) All references to agreements are references to the agreements as the provisions thereof may be amended, modified or waived from time to time; and

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

1.3 COVENANTS AND REPRESENTATIONS

1.3.1 Covenants and Representations of Contractor

Contractor represents, warrants and covenants to CRRA that:

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

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

approvals, and registrations necessary to transport Metals and Non-Processible Waste.

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

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

1.3.2 **Covenants and Representations of CRRA**

CRRA represents, warrants and covenants to Contractor that:

(a) CRRA is duly organized and validly existing in good standing under the laws of the State of Connecticut and is duly qualified and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.

(b) The execution, delivery and performance of this Agreement by CRRA (1) has been duly authorized by the governing body of CRRA, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to CRRA or any provisions of CRRA's charter, by-laws or resolutions.

(c) The execution and delivery of this Agreement by CRRA, and the performance of all its obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of CRRA or any agreement, indenture, mortgage, trust, contract, permit or instrument to which CRRA is a party or by which CRRA is bound. This Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of CRRA, enforceable against CRRA in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

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

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

2. **SERVICES**

2.1 **SCOPE**

2.1.1 **General**

Contractor shall accept, market, transport, and dispose of Metals and Non-Processible Waste from the Facility in accordance with the terms and conditions of this Agreement, and Contractor shall, at its sole cost and expense, furnish all labor, material and equipment necessary to perform these services in accordance with terms of **Schedule A** (the "Services").

2.1.2 **Commencement of Services**

On or before July 1, 2004, CRRA shall issue to Contractor the Notice to Proceed, and Contractor shall commence performing the transportation and disposal of Metals and Non-Processible in accordance with the terms of this Agreement on the Commencement Date.

2.1.3 **Metals and Non-Processible Waste Provided by CRRA**

CRRA shall provide Contractor with Metals and Non-Processible Waste in accordance with the terms and conditions of this Agreement, provided that CRRA shall have the right, but not the obligation: (i) to institute any technological processes that reduce the amount of Metals and Non-Processible Waste needed to be transported under this Agreement, and (ii) to recycle such Metals and Non-Processible Waste. CRRA makes no guarantee or warranty, expressed or implied, as to the amount or availability of Metals and Non-Processible Waste from the Facility. Upon Contractor's acceptance for transportation of the Metals and Non-Processibles at the Facility, Contractor assumes control, ownership, and liability for said Metals and Non-Processibles until they are marketed or disposed of in accordance with this Agreement.

2.1.4 **Access to Facility**

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

personnel of CRRA, the Operator working at the Facility, then CRRA shall immediately notify Contractor of such failure and emergency situation, and upon Contractor's receipt of such notice Contractor shall take immediate action to cure such failure. If Contractor does not immediately cure such failure, then CRRA shall have the right, without any obligation to do so, to immediately cure such failure causing such emergency situation, and Contractor shall reimburse CRRA for any and all reasonable costs and expenses incurred by CRRA in taking such curative action. If, within the foregoing thirty (30) day cure period: (i) Contractor does not cure such failure, (ii) Contractor does not reimburse CRRA in full for any and all reasonable costs and expenses incurred by CRRA in taking any curative action, or (iii) CRRA, by taking any curative action, is unable to cure such failure, then such failure shall constitute a Contractor default hereunder and CRRA shall have the right to revoke the access granted to Contractor herein and to terminate this Agreement in accordance with Section 7.2 herein. Any payment obligations of Contractor under this Section 2.1.4 shall survive the termination of this Agreement.

2.1.5 **Storage of Rolloff Boxes at the Facility**

CRRA covenants and agrees that, during the term of this Agreement, it shall provide sufficient space on the Wallingford Property for the storage by Contractor of an adequate number of rolloff containers to perform the Services, that shall conform to the requirements of the Facility. Presently the minimum number of rolloff containers required at the Facility at all times is four (4).

2.2 **TRANSPORTATION SERVICES**

2.2.1 **General**

Contractor shall transport Metals and Non-Processible Waste from the Facility to the Disposal Sites for disposal or marketing. Upon Contractor's acceptance for transportation of the Metals and Non-Processibles at the Facility, Contractor assumes control, ownership, and liability for said Metals and Non-Processibles until they are marketed or disposed of in accordance with this Agreement.

2.2.2 **Equipment**

Contractor shall acquire, and use to perform the Services hereunder, such quantity of trucks, trailers, or roll-offs necessary to perform such Services. All trucks and containers or roll-offs used by Contractor in the performance of the Services hereunder shall comply with all Applicable Laws governing the transportation of Metals and Non-Processible Waste hereunder, and all such trucks and containers shall be drip-proof and covered throughout the entire trip from the Facility to the Disposal Sites. The cover shall enclose the entire length and width of the body of the container and shall ensure that no Metals or Non-Processible Waste or dust emanates from or under the cover. All drivers employed by Contractor shall insure that there is no Metals or Non-Processible Waste on the truck frame, body or cab prior to leaving the Metals and Non-Processible Waste reception and load-out area at the Facility. Contractor shall maintain all vehicles used in the performance of the Services in good condition and working order. CRRA shall have the right to refuse admittance to the Wallingford Property of any vehicle that in its discretion is not so maintained. All vehicles shall have Contractor's name painted on the outside of each vehicle in letters at least six (6") inches high or bear such other means of identification as may be acceptable to CRRA and Operator. Any vehicle, container, trailer or other equipment that requires maintenance or repair shall be removed from the Wallingford Property promptly by Contractor at its sole cost and expense. No refueling shall be permitted on the Wallingford Property.

2.2.3 **Operations**

(a) CRRA shall cause Operator to load the Metals and Non-Processible Waste into Contractor's rolloffs. All loading of Metals and Non-Processible Waste shall be done in accordance with the Services as detailed in **Schedule A** the Permits. Contractor shall fully cooperate with CRRA and Operator in coordinating and scheduling the loading of Contractor's containers at the Facility. Contractor covenants and agrees that it shall, at all times during the term of this Agreement, provide an adequate number of roll-offs so as to insure that no interruption of the Facility's Metals and Non-Processible Waste loading operations occurs during the term of this Agreement.

(b) Contractor shall transport Metals and Non-Processible Waste from the Facility at such times as directed by the Facility Operator and CRRA. Contractor shall have a continuing obligation to protect against spillage or leakage from its roll offs at all times during loading, removal from the Facility, and transportation and delivery of Metals and Non-Processible Waste to the Disposal Sites.

(c) Contractor shall perform the Services and shall provide notice to Operator and CRRA of any difficulties its performance. The parties shall cooperate in making temporary or permanent changes to Contractor's performance of the Services that do not impair or hinder the operations of the Facility or increase the costs of the Operator, CRRA or Contractor.

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

2.2.4 **Method of Transportation of Metals and Non-Processible Waste**

(a) Upon the Commencement Date, the Contractor shall transport Metals and Non-Processible Waste hereunder, along routes pre-approved by CRRA.

2.2.5 **Disposal Sites**

Prior to its transportation and disposal of any Metals and Non-Processible Waste, Contractor shall provide CRRA with written evidence of its authorization to dispose Metals and Non-Processible Waste at the Disposal Site(s) that is deemed satisfactory to CRRA at its sole and absolute discretion. Said Disposal Site(s) must be properly certified by all federal, state, and local governmental agencies. CRRA

must provide Contractor will written approval of any proposed Disposal Site(s) that Contractor proposes. Any successor disposal sites or facilities utilized by Contractor must also be pre-approved by CRRA in writing prior to any transportation or disposal by Contractor. At CRRA's discretion, Contractor shall coordinate and obtain the permission of the owner/operator of the Disposal Site(s) to allow CRRA, or its agents, to inspect the Disposal Site(s) at any time during the term of this Agreement.

3. SERVICE FEES AND PAYMENTS

3.1 SERVICE FEES

CRRA shall pay Contractor pursuant to the Pricing Form set forth in **Schedule 5** for each Ton of Metals and Non-Processible Waste transported and disposed of by Contractor in accordance with the terms and conditions of this Agreement.

3.2. BILLING AND PAYMENT

On or before the tenth (10th) day of each month, Contractor shall issue to CRRA an itemized invoice for the charges due Contractor pursuant to Subsection 3.1 for all Metals and Non-Processible Waste transported by Contractor hereunder the immediately preceding month, which invoice shall include, at a minimum, the following information: (i) billing period; (ii) for each load of Metals and Non-Processible Waste: the date of transportation, truck number, tonnage amount, the weight ticket number issued by the Facility for such load, a copy of the Facility's weight ticket issued by the Facility Operator for such load; and (iii) the amount(s) of the applicable per Ton Service Fees due. The Metals and Non-Processible Waste tonnage set forth on all invoices to be prepared and submitted by Contractor hereunder shall be based upon weight tickets issued by the Operator, or the operator of another scale approved by CRRA. Except as otherwise set forth herein, all of Contractor's invoices submitted under this Agreement shall be paid by CRRA not later than forty-five (45) days from the date of CRRA's receipt thereof. In the event CRRA disputes all or any portion of any invoice, CRRA may withhold payment of the disputed amount. Invoices shall be payable at the address specified for Contractor herein or at such other address as Contractor may specify pursuant to Section 10.

4. INDEMNIFICATION

4.1 GENERAL INDEMNITY

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

4.2 CONTRIBUTION INDEMNITY AND WAIVER

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

4.3 SCOPE

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

officers, employees, agents, subcontractors, representatives or partners.

4.4 **SURVIVAL**

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

5. **INSURANCE AND PERFORMANCE SECURITY**

5.1 **INSURANCE**

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

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

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

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

5.2 **REQUIRED COVERAGE**

Contractor shall obtain and maintain, at its own cost and expense, the following insurance, including any required endorsements thereto and amendments thereof:

(a) Commercial General Liability insurance alone or in combination with Commercial Umbrella insurance with a limit of two million ($2,000,000.00) 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).

(b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto or vehicle (including owned, hired, and non-owned autos or vehicles), with a limit of one million ($1,000,000.00) dollars each accident, and including pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90) shall be attached.

(c) Workers' Compensation with statutory limits and Employers' Liability limits of one million ($1,000,000.00) dollars each accident for bodily injury by accident or one million ($1,000,000.00) dollars for each employee for bodily injury by disease.

5.3 **PERFORMANCE SECURITY**

Upon Contractor's execution of this Agreement, Contractor shall furnish CRRA with a performance bond or a letter of credit in the amount of TEN THOUSAND AND NO/100 ($10,000.00) DOLLARS (the "Bond") for the Facility. The Bond shall be in one of the forms set forth in **Schedule 2** and **Schedule 3** and shall be issued and executed by a surety acceptable to CRRA. Contractor shall maintain the Bond in full force and effect during the term of this Agreement. The Bond shall be automatically renewed by Contractor on an annual basis, unless not later than ninety(90) days prior to the then current expiration date of the Bond, Contractor notifies CRRA by registered mail that the surety of the Bond elects not to renew such Bond. Failure to maintain or renew the Bond under the aforesaid terms shall constitute a default by Contractor under Section 7.2 of this Agreement. If the surety on the Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Bond due to no fault of Contractor, Contractor shall immediately substitute another bond (or letter of credit) and surety, subject to the requirements set forth in this Section 5.3. In the event Contractor fails to perform any of its obligations under this Agreement, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder or otherwise, to exercise any or all of CRRA's rights and remedies under the Bond.

[If CRRA, in its sole discretion, determines that a Bidder is not sufficiently capitalized to discharge its obligations hereunder, CRRA will require the following]:

5.4 **CORPORATE GUARANTY**

Contractor shall furnish CRRA with and maintain in full force and effect during the term of this Agreement a corporate guaranty **[from an entity CRRA, in its sole discretion, deems to be adequately capitalized]**, which guaranty shall be in the form set forth in **Schedule 4** (the "Guaranty"). In the event Contractor fails to perform any of its obligations under this Agreement, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder or otherwise, to exercise any or all of CRRA's rights and remedies under the Guaranty.

6. UNCONTROLLABLE CIRCUMSTANCES

6.1 GENERAL

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

6.2 NOTICE

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

(a) the Uncontrollable Circumstance and cause(s) thereof (if known);

(b) its estimated duration and impact, if any, on the performance of any obligations under this Agreement;

(c) the measures being taken to remove or mitigate the effect of such Uncontrollable Circumstance.

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

7. DEFAULT AND TERMINATION; DAMAGES

7.1 DEFAULT IN PAYMENT

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

7.2 **CONTRACTOR DEFAULT**

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

8. **COMPLIANCE WITH LAWS**

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

9. **TERM**

The term of this Agreement shall begin on the date hereof and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on June 30, 2007.

10. NOTICES

10.1 GENERAL

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

Notices to Contractor shall be addressed and sent to:

_____
_____
_____
Attention:_____

Notices to CRRA shall be addressed and sent to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 17th Floor
Hartford, Connecticut 06103
Attention: President

With a copy to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 17th Floor
Hartford, Connecticut 06103
Attention: Ms. Virginia Raymond

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

10.2 ROUTINE NOTICES

Except when expressly required by this Agreement to be in writing, routine communications and advises relating to day to day operations of the parties at the Facility may be

given orally or in writing, but need not be in the form of a formal written notice to be operative.

10.3 **EMERGENCY NOTIFICATION**

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

11. **SUBCONTRACTORS**

Contractor shall consult with CRRA before hiring any subcontractors to perform any services hereunder. Contractor shall require all of its subcontractors to abide by the terms and conditions of this Agreement. Moreover, the subcontracts between Contractor and such subcontractors shall specifically provide that, in the event of a default by Contractor under this Agreement, CRRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide CRRA with copies of all such subcontracts and all other contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also the subcontracts between Contractor and its subcontractors shall specifically include CRRA as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Contractor other than through such subcontracts.

12. **WAIVER**

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

other term or condition or of any subsequent breach or violation of the same or any other term or condition.

13. **ASSIGNMENT**

This Agreement shall not be assigned, transferred, pledged or hypothecated by any party without the prior written consent of the other party or such assignment shall be void. Any transfer (including a series of transfers over any period of time) of ten percent (10%) or more of the shares, assets or other interests of Contractor by sale, assignment, bequest, inheritance, operation of law or other disposition, including but not limited to such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency, or other proceedings, shall be deemed an assignment of this Agreement. Contractor shall provide CRRA with written notice of any such proposed event that would constitute an assignment hereunder at least thirty (30) days prior to the date of such proposed event.

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

14. **RELATIONSHIP OF THE PARTIES**

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

15. **GOVERNING LAW**

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

16. **AGENT FOR SERVICE**

Contractor irrevocably: (a) agrees that any suit, action or other legal proceeding arising out of this Agreement must be brought in the courts of record of the State of Connecticut or the courts of the United States located within the State of Connecticut; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts. During the term of this Agreement Contractor designates The Secretary of State for the State of Connecticut, whose business address is 30 Trinity Street, Hartford, Connecticut 06106, as its agent (the "Agent") to accept and acknowledge on Contractor's behalf service of any and all process in any such suit, action or proceeding brought in any such court, and Contractor agrees and consents that any such service of process upon Agent shall be taken and held to be valid personal service upon Contractor whether or not Contractor shall then be doing, or at any time shall have done, business within the State of Connecticut and that any such service of process shall be of the same force and validity as if service were made upon Contractor according to the laws governing the validity and requirements of such service in the State of Connecticut, and Contractor waives all claims of error by reason of service on the Agent instead of Contractor. Agent shall not have any power or authority to enter any appearance or to file any pleadings in connection with any suit, action or other legal proceeding.

17. **SEVERABILITY**

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

18. **MODIFICATION**

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

19. **ENTIRETY**

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

20. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

21. **CONTRACTS WITH THIRD PARTIES**

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

22. **NON-DISCRIMINATION**

Contractor agrees to the following: (1) Contractor agrees and warrants that in the performance of any services for CRRA hereunder Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Contractor further agrees to take affirmative action to insure that applicants

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

23. **CONTRACTOR'S EMPLOYEES**

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

24. **MECHANIC'S LIENS**

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

25. **ADVERSE PARTIES**

CRRA and Contractor desire that no person or entity with which CRRA has had an adverse business relationship and no corporation or other business entity directly or indirectly controlling or controlled by or under direct or indirect common control with such persons or entity (any of the foregoing persons, corporations or entities is hereinafter referred to as an "Adverse Party"), have any direct or indirect financial or ownership interest in or managerial influence over Contractor or any of its affiliates or on Contractor's performance under this Agreement. If any individual or entity seeks to participate as an owner or in the performance of Contractor's obligations under this Agreement or to participate in any way in any future project or venture with Contractor or any of its affiliates, Contractor shall notify CRRA of Contractor's intent to enter into such relationship. Contractor shall not enter into such relationship if CRRA disapproves of such relationship because the proposed individual or entity is an Adverse Party. CRRA shall notify Contractor of its disapproval, if

at all, no later than fifteen (15) days after CRRA's receipt of notice from Contractor of its intent to enter into such relationship. Any failure by Contractor to comply with the terms of this Section 25 shall constitute a default by Contractor under this Agreement.

26. **WITHHOLDING TAXES AND OTHER PAYMENTS**

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Contractor, nor be withheld from payment to Contractor by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the services to be performed hereunder by Contractor, or its employees, agents, subcontractors or materialmen. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described in this Section 26, and Contractor hereby agrees to indemnify and hold CRRA harmless against any and all such taxes, insurance and payments or other payments which CRRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent contractor.

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

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By:_____
Thomas D. Kirk
Its President
Duly Authorized

CONTRACTOR:

By:_____

Its
Duly Authorized

SCHEDULE 1

SCOPE OF SERVICES

The Contractor shall be solely responsible for the cost and expense of providing all vehicles, personnel, labor, equipment and any other items necessary to perform the proposed services consistent with the physical lay-out, loading capabilities and operational requirements of the Facility.

When on the Facility's premises, the Contractor's personnel shall operate under the direction of the Facility Operator. The Contractor's personnel shall cooperate fully with all Facility rules, regulations, policies and procedures with respect to on-site activities including but not limited to traffic flow, loading area activities, scaling, inspection and health or safety requirements.

Contractor operates vehicles on the Wallingford Property entirely at the Contractor's risk and neither CRRA nor Facility Operator will be responsible or liable for damage to any of Contractor's vehicles or equipment on or off of the Wallingford Property. The Contractor shall name CRRA and the Facility Operator as additional insureds on the applicable insurance required under the Agreement

The Contractor shall be responsible for securing and maintaining all local, state and federal permits, licenses, certificates, insurance, etc. necessary to provide the described Services during the term of the Agreement and to comply with all laws, regulations, etc. The Contractor agrees to cooperate fully in establishing and maintaining a schedule for the pick up and loading of Metal and Non-Processible Waste during the term of the Agreement.

Upon Contractor's acceptance for transportation of the Metals and Non-Processibles at the Facility, Contractor assumes control, ownership, and liability for said Metals and Non-Processibles until they are marketed or disposed of in accordance with this Agreement.

Description of Metals and Non-Processible Waste Loading Services

Vehicle Requirements

Contractor shall provide 30 or 40 cubic yard roll-offs for loading and transportation of all Metals and Non-Processible Waste. Contractor shall ensure that there are a minimum of four (4) of the foregoing roll-offs at the Wallingford Property at all times. Contractor's vehicles and containers must be maintained in good working condition and meet the following additional requirements:

- containers must be of an open-top design to facilitate loading.
- all containers shall be covered prior to leaving the Facility to prevent spillage and blowing of Metals and/or Non-Processible Waste.

- Contractor must obtain CRRA vehicle permits for all equipment used to perform the Services.

Metals and Non-Processible Waste Loading

The Facility Operator will load into two separate roll-off containers the Metals and Non-Processible waste. The Contractor must provide all roll-off containers needed for this activity. The Facility Operator shall be responsible for "switching-out" the fully loaded roll-off containers and replacing them with empty roll-off containers, as needed, 24 hours per day.

Prior to removal from the Facility, Contractor shall cover and secure each roll-off container.

Metals and Non-Processible Waste Pick-up

The Contractor shall remove the loaded containers from the Facility and transport them to the CRRA approved Disposal and/or Marketing sites.

The Contractor agrees to cooperate fully in establishing and maintaining a schedule for the pick up of the Metals and Non-Processible Waste during the term of the Agreement.

Weighing of Contractor Vehicles

The Facility Operator shall weigh all Contractor vehicles upon entering and exiting the Facility at the Facility's scale, during the hours specified for Metals and Non-Processible Waste pick-up. Certified scales at the Facility will determine the amount of Metals and Non-Processible Waste provided by CRRA to Contractor. The Facility Operator shall provide Contractor drivers with weight tickets at the time of weighing.

Transportation of Metals and Non-Processible Waste

The Contractor shall be responsible for the hauling of all Metal and Non-Processible Waste from the Facility to the approved Disposal and/or Marketing Sites.

The Contractor shall be liable for the clean up of any Metal and or Non-Processible Waste spilled in connection with transportation services either on the Wallingford Property or on any public or private road, railway or other property

SCHEDULE 2

PERFORMANCE BOND

CONTRACTOR (Name and Address): Principal

SURETY (Name and Place of Business):

OWNER (Name and Address):

Connecticut Resources Recovery Authority
100 Constitution Plaza, 17th Floor
Hartford, Connecticut 06103

AGREEMENT FOR METALS AND NON-PROCESSIBLE WASTE TRANSPORTATION AND DISPOSAL SERVICES

Date: July 1, 2004
Amount: $10,000.00
Description (Name and Location):

Wallingford Resources Recovery Facility
530 South Cherry Street
Wallingford, CT

BOND
Date: July 1, 2004
Amount: TEN THOUSAND AND NO/100 ($10,000.00) DOLLARS

TERMS AND CONDITIONS

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Agreement For Metals And Non-Processible Waste Transportation Services (the "Agreement"), the terms of which are incorporated herein by reference. Any singular reference to the Contractor, the Surety, the Owner or any other party herein shall be considered plural where applicable.

2. If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default (as hereinafter defined), the Surety's obligation under this Bond shall arise after:

    3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default (as hereinafter defined) and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and

    3.2. The Owner has declared a Contractor Default (as hereinafter defined) and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    4.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Agreement; or

    4.2. Undertake to perform and complete the Agreement itself, through its agents or through independent contractors; or

    4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a

performance bond executed by a qualified surety equivalent to the bond issued on the Agreement, and pay to the Owner the amount of damages described in Paragraph 6; or

4.4. Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:

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

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

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

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

6.1. The responsibilities of the Contractor for correction of defective work and completion of the Agreement;

6.2. Additional legal and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

12. Definitions.

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

12.2. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to

perform or otherwise to comply with the terms of the Agreement or to perform and complete or comply with the other terms hereof.

CONTRACTOR AS PRINCIPAL	SURETY
_____	Company:
By:_____	By:_____
Its	Its

SCHEDULE 3

LETTER OF CREDIT

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

Irrevocable Standby Letter of Credit No.

Issuance Date: _____ __, 2004

Beneficiary:

Expiration Date: _____ __, 200__

Connecticut Resources Recovery Authority
100 Constitution Plaza, 17th Floor
Hartford, CT 06103

Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in favor of the "Beneficiary", Connecticut Resources Recovery Authority, at the request and for the account of [Contractor's name and address], for the sum or sums up to the aggregate amount of TEN THOUSAND AND NO/100 ($10,000.00) DOLLARS available for payment against your draft(s) at sight on us.

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

Drafts must be accompanied by a certified statement from the Beneficiary that [Contractor's name] has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain Agreement For Metals And Non-Processible Waste Transportation And Disposal Services between [Contractor's name] and Beneficiary, dated as of July 1, 2004, as amended.

Partial drawings hereunder are permitted.

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

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

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

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

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

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

Very truly yours,

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

SCHEDULE 4

GUARANTY

This Guaranty made and dated as of _____, 2004 (the Guaranty") from a corporation duly organized and existing under the laws of the State of _____ (the Guarantor") to the Connecticut Resources Recovery Authority (the "Authority"), a public instrumentality and political subdivision of the State of Connecticut (the "State"),

WITNESSETH:

WHEREAS, the Authority intends to enter into an agreement with the _____ _____ ("Company") for the transportation of Metals and Non-Processible Waste from its Wallingford resources recovery facility to the Disposal Sites in accordance with the Agreement For Metals And Non-Processible Waste Transportation Services between the Authority and the Company dated as of July 1, 2004 (the "Agreement");

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

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

ARTICLE I

REPRESENTATIONS AND WARRANTIES

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

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

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

foregoing or violates any federal, state or local law, rule or regulation applicable to the Guarantor.

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

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

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

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

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

ARTICLE II
GUARANTY

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

Section 2.2 Guaranty Absolute and Unconditional. The obligations of the Guarantor hereunder are absolute and unconditional and shall remain in full force and effect until the Company shall have fully and satisfactorily discharged all of its obligations under the Agreement, and irrespective of any assignment of the Agreement or of any termination of the Agreement except in accordance with the express provisions thereof (and payment of all amounts due thereunder), and shall not be affected by (a) any set-off, counterclaim, recoupment, defense (other than payment itself) or other right that the Guarantor may have against the Authority, (b)

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

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

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

Section 2.5 Consent to Assignment. It is understood and agreed that all or any part of the right, title and interest for the Authority in and to this Guaranty may be assigned by the

Authority to a trustee. The Guarantor consents to any such assignment and the Guarantor further agrees that the trustee, acting under the aforesaid assignment and in accordance with this Guaranty, shall be entitled to proceed first and directly against the Guarantor under this Guaranty without first proceeding against any other party.

ARTICLE III
SPECIAL COVENANTS

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

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

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

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

Section 3.4 Agent for Service. The Guarantor irrevocably: (a) agrees that any suit, action or other legal proceeding arising out of this Guaranty may be brought in the courts of the State of Connecticut or the courts of the United States located within the State of Connecticut; (b) consents to the jurisdiction of each such court in any suit, action or proceeding; and (c) waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any such courts. During the term of this Guaranty the Guarantor irrevocably designates the Secretary of the State of the State of Connecticut, whose address is Hartford, Connecticut, as its agent to accept and acknowledge in its behalf service of any and all process in any suit, action or proceeding brought in any such court and agrees and consents that any such service of process upon either agent shall be taken and held to be valid personal service upon the

Guarantor whether or not the Guarantor shall then be doing, or at any time shall have done, business within the State of Connecticut, and that any such service of process shall be of the same force and validity as if service were made upon the Guarantor according to the laws governing the validity and requirements of such service in such state, and waives all claims of error by reason of any such service. Such agents shall not have any power or authority to enter any appearance or to file any pleadings in connection with any suit, action or other legal proceeding against the Guarantor or to conduct the defense of any such suit, action or any other legal proceeding.

ARTICLE IV

MISCELLANEOUS

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

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

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

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

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

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

ARTICLE V
TERM OF GUARANTY

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

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed in its name and in its behalf by its duly authorized officers as of the ____day of _____ , 2004.

Accepted and agreed this ___ of _____, 2004.

[GUARANTOR]

By:_____

Title:

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By:_____

Name:

Title:

SCHEDULE 5
PRICING FORM

Bid 1

Metals Transportation Only – Roll-Offs

Contract Periods	Non-Processible Waste Only Price Per Ton
July 1, 2004 To June 30, 2005	$_____
July 1, 2005 To June 30, 2006	$_____
July 1, 2006 To June 30, 2007	$_____
July 1, 2007 To June 30, 2008	$_____

Bid 2

Non-Processible Waste Transportation And Disposal – Roll-Offs

Contract Periods	Non-Processible Waste Price Per Ton	Metal Price Per Ton
July 1, 2004 To June 30, 2005	$_____	$_____
July 1, 2005 To June 30, 2006	$_____	$_____
July 1, 2006 To June 30, 2007	$_____	$_____
July 1, 2007 To June 30, 2008	$_____	$_____

Bid 3

Transportation and Marketing of Metals – Roll-Offs

Contract Periods	Metal Transportation Price Per Ton	Metals Revenue Sharing Price Per Ton
July 1, 2004 To June 30, 2005	$_____	$_____
July 1, 2005 To June 30, 2006	$_____	$_____
July 1, 2006 To June 30, 2007	$_____	$_____
July 1, 2007 To June 30, 2008	$_____	$_____

TAB 15

RESOLUTION REGARDING ADOPTION OF THE DELINQUENT HAULER NOTIFICATION PROCEDURE

RESOLVED: That the Board of Directors hereby adopts the Delinquent Hauler Notification Procedure, substantially as presented and discussed at this meeting.

Delinquent Hauler Notification Procedure

July 22, 2004

Discussion

The attached procedure has been developed and formalized in writing in compliance with a state Statute pertaining to haulers who are delinquent in paying their tipping fees.

It is CRRA management's recommendation that the attached Delinquent Hauler Notification Procedure be adopted by the CRRA Board of Directors.

CONNECTICUT RESOURCES RECOVERY AUTHORITY

DRAFT

NOTIFICATION TO MUNICIPALITIES OF DELINQUENT TIPPING FEES PROCEDURES

FINANCE & ACCOUNTING POLICY No. XXX

1. POLICY

It is the policy of the Connecticut Resources Recovery Authority (CRRA) to meet the CRRA's statutory obligation as defined under *Connecticut General Statutes* (*CGS*) Section 22a-220c(c) to notify municipalities where a collector of solid waste (the "Collectors") is delinquent in paying its tipping fees to a resource recovery facility or solid waste facility for a period of three consecutive months.

2. PROCEDURE

The following procedure is applicable only to those Collectors who are delinquent in paying their tipping fees for a period of three consecutive months to CRRA.

2.1 Collector Notice

CRRA shall issue Collectors a notice of their statutory obligation as defined under *CGS* Section 22a-220c(c) to all commercial haulers of record using CRRA's resources recovery facilities as of March 1, 2004. Such notice shall advise the Collectors of the effective date of this statutory obligation. Any new Collector delivering to any of CRRA's resource recovery facilities will receive a copy of the notice as part of the registration process. All notices will be generated by the CRRA Billing Department.

2.2 Payment Tracking

In conjunction with the billing process, a review of the monthly project accounts receivable aging report will be preformed to determine if any Collector is delinquent in paying its tipping fees. When any such Collector has failed to pay its tipping fees for two consecutive months, a note indicating such delinquency will be documented

on the accounts receivable aging report. A copy of the accounts receivable aging report will be kept in CRRA's Billing Department. If a Collector fails to pay its tipping fees for three consecutive months, CRRA is required to notify the municipality(s) to which the Collector provides services as defined in Section 2.3. This action does not preclude taking action against the hauler as part of the normal close out procedure process.

2.3 Notification

If a Collector is delinquent for three consecutive months, a note indicating such delinquency will be documented on the accounts receivable aging report. The Billing Department will then issue the Letter Notice, as approved by the CRRA Legal Department, to the effected municipalities and the Collector. Copies of the letter will be forwarded to CRRA's Legal Department, Chief Financial Officer, Controller, and Director of Operations. Such notice will continue until the Collector tipping fees are paid.

Prepared by: Robert Constable, Controller Effective Date: 07/01/04

Approved by: James Bolduc, Chief Financial Officer

TAB 16

RESOLUTION REGARDING WASTE DISPOSAL SERVICES

RESOLVED: That the President is authorized to enter into the agreement with the Town of Windsor for the disposal of MSW and process residue at the Bloomfield-Windsor Landfill substantially as presented and discussed at this meeting.

Connecticut Resources Recovery Authority

Contract Summary for Agreement Entitled

Windsor-Bloomfield Landfill Standard Agreement for Landfill Disposal Services

Presented to the CRRA Board on:	July 22, 2004
Vendor/ Contractor(s):	Town of Windsor pursuant to the Interlocal Agreement between Windsor and Bloomfield for refuse and recycling related activities
Effective date:	July 1, 2004 or upon execution
Contract Type/Subject matter:	Landfill Disposal Services Agreement
Facility (ies):	Mid-Connecticut Project and Wallingford Project
Term:	July 1, 2004 – December 31, 2007. After December 31, 2006, Windsor has the right to terminate with 30-day notice.
Tip Fee:	CRRA pays $62.00/ton for MSW disposal and $50.00/ton for process residue disposal escalated 3% annually.
Contract Dollar Value:	$1.5 to $2.5 million per year
Amendment(s):	Not applicable
Term Extensions:	Not applicable
Scope of Servicess:	Provides the Mid-Connecticut and Wallingford Projects a minimum of 25,000 tons and a maximum of 40,000 tons per year of MSW disposal at the Bloomfield-Windsor Landfill. At Windsor's discretion, CRRA may deliver up to 10,000 tons per year of process residue generated at the Mid-CT Waste Processing Facility.
Other Pertinent Provisions:	Windsor will not knowingly accept Mid-Connecticut Project member waste delivered by others not under CRRA's direction or control. CRRA shall have the right to inspect all loads of MSW delivered to the landfill.

CRRA is provided environmental indemnification from Windsor for claims arising out of its landfill activities.

Benefits/Discussion:

At its March 2004 meeting, CRRA's Board of Directors authorized management to enter into negotiations with the Town of Windsor for landfill disposal services. Those negotiations culminated in the agreement before the Board today for its consideration. Please note that the agreement was approved by the Windsor Town Council at its June 21, 2004 meeting.

This agreement provides both parties significant benefits:

- It assists Windsor in meeting its commitment made to its residents to fill the landfill's existing capacity in order to close the landfill in 2007.

- It provides CRRA's Mid-Connecticut and Wallingford Projects with an additional, cost competitive, in-state disposal alternative to exporting to out-of-state disposal sites 40,000 to 80,000 tons annually of excess MSW received at the facilities.

- Provides CRRA inspection and enforcement rights to ensure that CRRA's contractually obligated waste does not enter the landfill unless such disposal is authorized by CRRA.

Windsor-Bloomfield Landfill
Standard Agreement for Landfill Disposal Services

AN AGREEMENT made this _____, 2004 between the Town of Windsor, as authorized pursuant to the Interlocal Agreement between the Towns of Windsor and Bloomfield for Refuse and Recycling Related Activities dated December 19, 1993 ("Windsor") and The Connecticut Resources Recovery Authority ("CRRA ") and it's successors, 100 Constitution Plaza, 17th Floor, Hartford, Connecticut 06103 for the disposal of waste at the Landfill located at 500 Huckleberry Road, Windsor, Connecticut 06095.

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is hereby acknowledged by each party, it is agreed as follows:

ARTICLE I. DEFINITIONS

1.01: "**Acceptable Waste**" means Municipal Solid Waste, but excluding Unacceptable Waste.

1.02: "**Business Day**" means any weekday (Monday through Friday), excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, and such other holidays as may be observed, notice of which shall be given by Windsor to the CRRA at least thirty (30) days in advance. "Business Day" also includes Saturday following a weekday holiday, between the hours of 8:00 a.m. and 3:30 p.m. and any other day established by the Landfill.

1.03: "**Bulky Waste**" means any landclearing debris and wastes resulting directly from demolition activities.

1.04: "**Construction and Demolition Waste**" means solid waste generated during building or demolition of a structure. Construction and demolition waste specifically excludes special waste and soil. Construction and demolition waste may include very limited amounts of concrete, brick, or metal as determined by the Landfill.

1.05: "**CRRA Member Acceptable Waste"** means Acceptable Waste that is generated by and from CRRA Member Municipalities.

1.06: "**CRRA Member Municipalities"** means those municipalities that either are members of CRRA's Mid-Connecticut resources recovery project or have an agreement to deliver Acceptable Solid Waste to CRRA's Mid-Connecticut resources recovery project. See **Exhibit C** attached hereto for a list of the CRRA Member Municipalities.

1.07: "Fiscal Year" shall mean a year commencing July 1st and terminating June 30th of the following year. Where this Agreement specifies amounts or quantities with respect to a Fiscal Year, the amounts or quantities shall be prorated for any Fiscal Year that is less than a twelve month period.

1.08: "**Landfill**" means the Windsor-Bloomfield Landfill operated by the Town of Windsor via the Interlocal Agreement between the Towns of Windsor and Bloomfield for Refuse and Recycling Related Activities dated December 19, 1993.

1.09: "**Municipal Solid Waste**" means solid waste from residential, commercial, industrial and institutional sources, excluding wastes which include regulated hazardous waste, landclearing waste, biomedical waste, sludges, and any materials not defined as Municipal Solid Waste by the Connecticut Department of Environmental Protection.

1.10: "**Regulated Hazardous Waste**" means:

(a) any material or substance which, by reason of its composition or characteristics, is (1) toxic or hazardous waste as defined in (A) either the Solid Waste Disposal Act, 42 U.S.C. Sec 6901 et seq., or Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. Sec 2605(e), or any laws of similar purposes or effect, and any rules, regulations or policies promulgated thereunder, or (B) any laws of similar purpose or effect, and any rules, regulations or policies promulgated thereunder, or (2) special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954;

(b) any other materials which the Connecticut Department of Environmental Protection or any governmental agency or unit having appropriate jurisdiction shall determine from time to time is ineligible for disposal in the Landfill, whether by reasons of being harmful, toxic, or dangerous or otherwise.

1.11: "**Oversized** or **Difficult-to-Manage Municipal Solid Waste**" means any furniture, furnishings, rugs, carpets, and other MSW materials that require special handling or treatment because of their size or other physical characteristics.

1.12: **Process Residue**" means the residue generated during the Mid-Connecticut Facility's process of shredding and screening the Acceptable Waste it accepts through ¾ inch to 1 inch diameter holes located within the waste trommels of the Mid-Connecticut Facility. Process Residue typically consists of dirt, sand, stone, glass, organic material, metal, or any material able to pass through the ¾ inch to 1-inch diameter trommel holes.

1.13: "**Windsor Indemnified Parties**" means the Towns of Windsor and Bloomfield, their elected officials, administrators, employees, agents and contractors who either by operating the Landfill or pursuant to the Interlocal Agreement between the Towns of Windsor and Bloomfield for Refuse and Recycling Related Activities dated December 19, 1993 (the "Windsor-Bloomfield Interlocal Agreement"), may become parties to this Agreement.

1.14: "**Special Waste**" means non-hazardous, non-toxic solid waste generated by a commercial or industrial source that has characteristics that require evaluation to determine its acceptability for disposal at the Landfill. Special waste is subject to characterization and certification by the waste generator as determined by the Landfill, and approval for disposal by the Landfill prior to disposal. The designation of any waste as a Special Waste is at the sole discretion of the Landfill.

1.15: "**Unacceptable Waste**" means:

(a) Regulated Hazardous Waste as defined above; and

(b) any other material or substance which, in the reasonable judgment of the Landfill, (1) may present a substantial endangerment to health, safety, or the environment, or (2) contains less than thirty percent (30%) solids, as established by an applicable Federal, State, or County regulation, (3) may affect the integrity of any aspects of the Landfill's construction, (4) may adversely affect the quality of the Landfill's leachate, or the ability to treat the leachate to a quality required by any applicable law or permit requirements, (5) could reasonably cause any byproduct of the Landfill to become a Regulated Hazardous Waste, or (6) has a reasonable possibility of otherwise adversely affecting the operation of the Landfill. Unacceptable Waste includes, by way of example and not limitation; uncrushed barrels; explosives, including but not limited to dynamite, hand grenades, blasting caps, shotgun shells, fireworks, gasoline; kerosene; turpentine; waste oil; ether; naptha; acetone; solvents; paints; alcohol; hydraulic oil; petroleum; caustics; sewage or process waste waters; contaminated soils in excess of limits established by the Landfill; oversized, non-processible or difficult-to-manage municipal solid wastes; dusty type material; flammable or volatile liquids; any other liquids; or chemical liquid wastes; friable and non-friable asbestos; infectious, pathological, chemotherapeutic, biological and other medical waste; MSW incinerator ash; radioactive materials; human or animal remains; lead-acid batteries, except household batteries; grass clippings and leaves; and any other material determined from time to time to be unacceptable by the Landfill.

ARTICLE II. DISPOSAL SERVICES

2.01: QUANTITY: CRRA shall be entitled to deliver Municipal Solid Waste (MSW) and Process Residue for disposal at the Landfill, for which it shall pay in accordance with the fee schedule attached hereto as **Exhibit B.**

The quantity shall be:

{**X**} on a "minimum quantity" basis, in which case CRRA agrees to deliver on a Fiscal Year basis a minimum quantity of [**X**] 25,000 tons of Municipal Solid Waste and agrees that it shall pay for the quantity actually delivered, or if less than the minimum quantity is delivered, it shall pay for the minimum quantity.

{**X**} at Windsor's discretion, CRRA may deliver on a Fiscal Year basis up to a maximum of 10,000 tons of Process Residue , without any CRRA volume guarantees, and CRRA agrees to pay for only the Process Residue tonnage actually delivered by CRRA or its agents to the Landfill.

2.02: QUALITY: CRRA shall deliver only Municipal Solid Waste and Process Residue as defined in Article I, Sections 1.08 and1.11 respectively in this Agreement, and shall not deliver any material which is a regulated hazardous waste or a toxic waste, or which is prohibited for disposal at the Landfill by any federal, state, county or local law, rule, or regulation. CRRA shall furnish documentation immediately upon the request of the Landfill as to the nature and character of the material delivered. The Landfill shall have the right to test any material delivered to it and, pending the outcome of such test, suspend acceptance of any deliveries. If the test indicates the CRRA has delivered material that is not acceptable under this Agreement, CRRA shall reimburse the Landfill for the cost of the test together with the costs of removal, remediation and restoration, including any actual penalties, fines, attorney fees, damages and other consequential expenses incurred as a direct or indirect result of CRRA 's breach of this section.

2.03: NORMAL HOUR AND DAYS OF OPERATION: The Landfill will normally be ready to accept deliveries on weekdays, except for days declared to be federal holidays, between the hours of 8:00 a.m. and 3:30 p.m., local time. Weekends and other days or times outside of normal operations may be made available for delivery by special prior arrangement, in which case an additional fee may be charged. The Landfill may adjust days and hours of operation from time to time and will advise CRRA of same in advance.

2.04: OPERATIONAL RULES: CRRA shall comply with all rules and regulations promulgated by the Landfill from time to time, governing the delivery of material to the Landfill, including speed limits, the level of skill and experience

of CRRA 's drivers, and other safety concerns. A copy of the current Operational Rules are attached to this Agreement as **Exhibit A**. It is understood and agreed that these Operational Rules may be modified by the Landfill from time to time, and shall become effective immediately upon dissemination to CRRA. It is further understood and agreed that CRRA and its drivers shall comply with any orders issued by the Landfill during any time that exigent conditions at the Landfill warrant the issuance of such orders in the sole discretion of the Landfill. CRRA shall inform its drivers, agents or subcontractors of the then-current rules prior to entry into the Landfill.

CRRA shall, on a weekly basis, communicate in writing to the Landfill, a list of the trucks and the delivery schedule of waste approved for delivery to the CRRA 's account for the following week.

CRRA shall adhere to the following daily maximum tonnage delivery caps: (I) daily cap of 210_tons of Acceptable Waste; and (ii) daily cap of 75 tons of Process Residue. Further, CRRA shall adhere to the following Fiscal Year delivery caps of Acceptable Waste and Process Residue: (i) annual minimum tonnage guarantee of 25,000 tons on Fiscal Year basis and annual maximum delivery cap of 40,000 tons of municipal solid waste on a Fiscal Year basis, and (ii) maximum delivery cap of 10,000 tons of Process Residue on a Fiscal Year basis. Exceptions to the above daily minimum and maximum delivery caps may be allowed if mutually agreed upon by both parties.

2.05: CRRA MEMBER ACCEPTABLE WASTE: During the term of this Agreement, Windsor shall not knowingly accept for disposal at the Landfill any CRRA Member Acceptable Waste except such CRRA Member Acceptable Waste that is delivered directly by CRRA or CRRA's agents to the Landfill or CRRA Member Acceptable Waste that CRRA directs its agents to deliver to the Landfill. Notwithstanding the Town of Bloomfield's legal responsibilities to send its Acceptable Waste to CRRA pursuant to the Municipal Solid Waste Services Agreement Between the Town of Bloomfield and CRRA, this Section does not prohibit Windsor from accepting the Town of Bloomfield's Acceptable Waste at the Landfill pursuant to the Windsor-Bloomfield Interlocal Agreement. The language in the foregoing sentence in no way limits Windsor from accepting Acceptable Waste at the Landfill from sources other than CRRA Member Acceptable Waste. CRRA shall have the right, at CRRA's sole expense, to inspect at the Landfill all loads of Acceptable Waste that are delivered to the Landfill by all sources. During CRRA's utilization of the foregoing inspection right at the Landfill, CRRA and its agents shall adhere to all the operating guidelines of the Landfill and CRRA shall not disrupt the daily operation of the Landfill.

2.06: WEIGHING OF WASTE: All loads of waste delivered to the Landfill by CRRA or its agents under this Agreement shall be weighed at the Landfill's scales. The amount of waste provided to Windsor at the Landfill shall be determined through the use of the certified scales at the Landfill. The scales will

be operated and maintained by the Landfill personnel and shall at least annually be certified as accurate in accordance with the standards set by local, state, and federal laws. With forty-eight (48) hour prior written notice, CRRA may have its representatives present at the Landfill at any reasonable time to observe and verify the accuracy of the weighing of the waste in accordance with the provisions of this Agreement. At CRRA's sole expense, CRRA shall have the right to test the accuracy of the Landfill scales.

ARTICLE III. TERM OF AGREEMENT

3.01: TERM: Unless sooner terminated as provided by this Agreement, the term of this Agreement shall commence on the date of this Agreement and shall continue in effect until December 31, 2007 or the official closure date of the Landfill whichever is sooner. After December 31, 2006, Windsor shall have the right to terminate this Agreement, at its sole discretion, upon providing CRRA with thirty (30) days written notice.

3.02: CRRA DEFAULT: In the event of a material breach of any provision of this Agreement by CRRA, Windsor shall provide written notice to CRRA of the alleged material breach performed by CRRA or CRRA's agent(s). Unless CRRA cures said material breach within thirty (30) days after CRRA's receipt of written notice of the material breach from Windsor, Windsor may terminate this Agreement or suspend CRRA's disposal privileges under this Agreement and pursue any other remedy it may have in law or equity. Anything to the contrary notwithstanding, Windsor shall have the immediate right to refuse unacceptable waste or waste in excess of the maximum amounts set forth herein.

3.03: SURVIVAL OF CLAIMS AFTER TERMINATION: Any obligation for the payment of money, indemnification or otherwise, which shall have arisen from the conduct of the parties pursuant to this Agreement prior to any termination of this Agreement shall survive termination of this Agreement and shall remain in full force and effect until discharged, satisfied or waived.

ARTICLE IV. FEES AND CHARGES:

4.01: SCHEDULE OF FEES AND CHARGES: CRRA shall pay the Landfill for disposal privileges granted under this Agreement and services performed by the Landfill for or on behalf of CRRA in accordance with the Schedule of Fees and Charges set forth in **Exhibit B**, which is attached hereto and incorporated herein by reference.

4.02: ADDITIONAL CHARGES: The CRRA shall be responsible to the Landfill for any surcharges for testing costs provided in Section 2.02; any taxes or surcharges imposed upon the disposal of Solid Waste by any governmental authority after the effective date of this Agreement; any additional costs charged to CRRA under this Agreement, including special arrangements made for deliveries when the Landfill is ordinarily closed; and any additional costs charged to CRRA under this Agreement, including the then-current fee established by the Landfill for unloading Acceptable Waste out of the CRRA 's vehicle at CRRA 's request. In the event that Windsor incurs legal fees or costs in enforcing any provision of this Agreement, such actual legal fees or costs shall be paid by the CRRA.

4.03: CRRA AUDIT RIGHT: CRRA reserves the right to audit Windsor's books and records pertaining to all waste delivered to the Landfill by CRRA under this Agreement. Upon reasonable notice from CRRA, Windsor agrees to allow CRRA to audit Windsor's files pertaining to CRRA's delivery of waste to the Landfill. Any such audit will be conducted on Windsor's premises at CRRA's expense and Windsor will be expected to produce any pertinent file information requested by CRRA. Any foregoing audit must begin within three months after the end of each Fiscal Year. No audit shall delay any payments due under this Agreement.

4.04: PAYMENT DUE: Payment is due in full within forty-five days of CRRA's receipt of the invoice.

4.05: LATE PAYMENT: CRRA shall pay interest on any principal amount that is unpaid after forty-five (45) days of CRRA's receipt of an invoice. The monthly interest rate shall be one and one-half (1-½) percent, and shall be calculated as simple interest.

ARTICLE V. INSURANCE, INDEMNITY AND REPRESENTATIONS

5.01: INSURANCES: CRRA shall obtain and maintain the insurance coverage set forth below:

(i) Comprehensive general liability insurance in the minimum amount of $1,000,000, combined single limit, covering claims for bodily injury (including death) and property damage, including a contractual liability endorsement;
(ii) Worker's Compensation, as required by law;
(iii) Employer's liability in the amount of Five Hundred Thousand Dollars ($500,000) per occurrence;
(iv) Comprehensive automobile liability insurance in the minimum amount of One Million Dollars ($1,000,000) per occurrence, covering all vehicles used by CRRA at the Landfill.

Each policy obtained pursuant to paragraphs (i) and (iv) above shall name Windsor as an additional insured and shall contain a clause or endorsement that at least thirty (30) days' prior notice shall be given to Windsor before the policy is terminated. Each contract of insurance and certificate of insurance shall provide that said insurance shall not be canceled until at least ten (10) days after written notice is received by Windsor. CRRA shall provide the Landfill with certificates evidencing such insurance prior to initial delivery, and thereafter upon request.

5.02: INDEMNITY: CRRA agrees that it shall protect, indemnify, and hold harmless Windsor Indemnified Parties from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, penalties, or actions and attorneys' fees, and shall defend Windsor Indemnified Parties in any suit, including appeals, for personal injury to, or death, of any person or persons, or loss or damage to property arising out of (i) the negligence or willful misconduct of CRRA or any of its agents or employees, contractors or subcontractors in any way connected with the obligations, rights, acts or omissions of CRRA under this Agreement; (ii) "Unacceptable Waste" delivered by CRRA to the Landfill, including but not limited to federal CERCLA/SUPERFUND claims resulting from or attributable to such Unacceptable Waste.

5.03: RELEASE FROM FURTHER INDEMNITY: Except for negligence or willful misconduct of any Windsor Indemnified Party, the Windsor Indemnified Parties assume no responsibility or liability for injury or death to any employee, agents, contractors or persons acting on behalf of CRRA in delivering Solid Waste to the Landfill. In addition, it is expressly agreed by CRRA that CRRA does hereby indemnify the Windsor Indemnified Parties and will hold the Windsor Indemnified Parties harmless from any damage claim presented by CRRA 's employees, agents, drivers or subcontractors in relation to their presence and activities at the Landfill, and CRRA hereby warrants that its employees and agents are at all times fully insured by Workers Compensation coverage when entering the Landfill, and also that all of its contractors and drivers have been individually instructed as to the unique and hazardous nature of Landfill operations. The Windsor Indemnified Parties shall not be liable for personal or property damage to CRRA, its employees, agents, drivers or subcontractors, and CRRA accepts the risk involved in driving such equipment on the changing terrain, slopes and contours of the Landfill.

5.04: REPRESENTATIONS: CRRA represents, covenants and warrants that the information provided in **Exhibit C** is true and accurate. CRRA agrees to promptly amend or supplement the information contained in **Exhibit C** upon Windsor's request or, on its own initiative, should a material change therein occur.

5.05 Windsor Indemnification: Windsor shall at all times defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, liability, and expenses, including but not limited to attorneys' fees (hereinafter "Claims"), arising out of the following: (i) Windsor's past, present, and future operation of, closure of, and/or post-closure activities of the Landfill ("Landfill Activities"); (ii) Any environmental claims, including but not limited to federal CERCLA/SUPERFUND claims, resulting from or attributable to Windsor's Landfill Activities; and (iii) Any claims against CRRA from third parties, including but not limited to federal CERCLA/SUPERFUND claims, that relate to Windsor's Landfill Activities. The existence of insurance shall in no way limit the scope of this indemnification. Windsor's obligations under this paragraph shall survive the termination or expiration of this Agreement.

ARTICLE VI. CONSTRUCTION OF AGREEMENT

6.01: RELATIONSHIP OF PARTIES: Except as otherwise explicitly provided herein, nothing in this Agreement shall be deemed to constitute any party a partner, agent or legal representative of any other party or to create any fiduciary relationship between or among the parties.

6.02: NOTICES: Any notices or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid, at the address of Windsor, at the Landfill and CRRA set forth above. Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party.

6.03: ASSIGNMENTS: This Agreement may not be assigned by either party without the prior consent of the other party.

6.04: ENTIRE AGREEMENT: The provisions of this Agreement shall constitute the entire Agreement between the parties, superseding all prior Agreements and negotiations.

6.05: MODIFICATIONS: This Agreement shall not be modified, unless provided herein to the contrary, except by written agreement duly executed by both parties.

6.06: WAIVERS: The waiver by either party of a default or a breach of any portion of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach of this as any other provision of this Agreement.

6.07: SEVERABILITY: In the event that any provision of this Agreement or the application of such provision to any person or circumstance shall, for any

person, be determined to be invalid, illegal, or unenforceable in any respect, the remaining provisions of this Agreement, or the application of the provision to any person or circumstance other than those as to which the provision was held invalid, illegal or unenforceable, shall not be affected by such determination and shall be valid and enforceable to fullest extent permitted by law.

6.08: JURISDICTION AND VENUE: CRRA and Windsor hereby agree that any action, suit or proceeding arising out of this Agreement or any transaction contemplated hereby shall be brought in the State of Connecticut courts located in Hartford County, unless a Federal court has exclusive jurisdiction over any claim in which case, said action, suit or proceeding shall be brought in the United States District Court for the District of Connecticut. The parties hereby consent to service the process at the address provided in the preamble of this Agreement.

6.09: GOVERNING LAW: This Agreement shall be governed by the laws of the State of Connecticut, irrespective of the place of execution.

6.10: BREACH OF CONTRACT: The parties agree that each obligation set forth in this Agreement constitutes a material term, the breach of which shall be a basis for early termination of this Agreement in accordance with section 3.03 above, and the exercise of any other remedy available in law or equity by the nonbreaching party.

6.11: DEFINITIONS: Each of the capitalized terms used in this Agreement, unless otherwise expressly defined in this Agreement, shall have the meaning set forth in Article I. Such meaning shall apply equally to all forms of such term.

6.12: STATE OF CONNECTICUT CONTRACTING REQUIREMENTS: CRRA and Windsor must adhere to the State of Connecticut contracting requirements as detailed in **Exhibit D** attached hereto and made a part hereof.

IN WITNESS WHEREOF, Windsor and CRRA have signed this

Agreement the day and year first written above.

WITNESSETH:

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

_____
Signature

By_____
Thomas D. Kirk
Its President
Duly Authorized

WITNESSETH:

Helene M Albert
Signature

WINDSOR:

By_____
Peter P. Souza
Its Acting Town Manager
Duly Authorized

Helene M Albert
Printed Name

EXHIBIT A

WINDSOR-BLOOMFIELD LANDFILL RULES

1. All commercial vehicles must be permitted in accordance with Town ordinance prior to delivery of waste to the Landfill.

2. The truck route is Day Hill Road to Prospect Hill Road to Huckleberry Road only.

3. No vehicles will be permitted to use a Jacob's Brake ("Jake Brake") in the residential areas surrounding the landfill. Any violations of this rule may result in the loss of disposal privileges for CRRA and/or the individual driver.

   Please be courteous to our residential neighbors!

4. Loads must be tarped upon arrival at the Landfill and untarped in designated areas. Any waste(s) which blows or falls off of a CRRA vehicle along any Windsor or Bloomfield street or road shall be collected and removed for proper disposal by CRRA.

5. All trucks must pass over scales before proceeding into Landfill.

6. The Landfill speed limit is 15 M.P.H. Drivers are to adjust speed in consideration of the specific site and weather conditions.

7. Drive only on designated site entrance and exit roads.

8. CRRA must follow directions given by Landfill personnel at all times.

9. Vehicles must yield to all Landfill heavy equipment.

10. All drivers should be equipped with appropriate personal protective equipment.

11. Vehicles are to wait their turn to discharge load – do not run around other trucks.

12. Vehicles are to back up as far as possible when dumping and avoid spreading load away from the active area.

13. Check with the operator at the working face before discharging load.

14. When free of load, vehicles should pull far enough ahead so that the Landfill equipment can push load.

15. Vehicles with mechanical trouble or trouble dumping loads are expected to move if they are blocking the working face area.

16. All trucks must be equipped with hooks for pulling. The Landfill will not be responsible for any damage to CRRA 's vehicle for pulling / pushing at the direction of CRRA, driver, or other agent. CRRA should make arrangements with a professional Towing or Wrecker Company if this risk is unacceptable.

17. Roll-off containers that need to be dropped and turned for disposal must do so away from the working face. (On Huckleberry Road beyond the scale, or at another area as designated by a Landfill employee).

18. "Hot Loads" (loads on fire or with visible smoke) – check with operator and obtain approval before dumping.

19. No smoking on the Landfill.

20. No loitering or scavenging.

21. No public toilet facilities are available at the Landfill.

EXHIBIT B

Schedule of Fees

For the term of this Agreement, CRRA shall pay the following per ton service payments to Windsor for each ton of waste delivered to the Landfill by CRRA or its agents:

Fiscal Year	Type of Waste	Per Ton Price
7-1-04 – 6-30-05	Acceptable Waste	$62.00
7-1-04 – 6-30-05	Process Residue	$50.00
7-1-05 – 6-30-06	Acceptable Waste	$63.86
7-1-05 – 6-30-06	Process Residue	$51.50
7-1-06 – 6-30-07	Acceptable Waste	$65.78
7-1-06 – 6-30-07	Process Residue	$53.05
7-1-07 – 12-31-07	Acceptable Waste	$67.75
7-1-07 – 12-31-07	Process Residue	$54.64

EXHIBIT C

CRRA Mid-Connecticut Member Municipalities

Avon
Barkhamsted
Beacon Falls
Bethlehem
Bloomfield
Bolton
Canaan
Canton
Chester
Clinton
Colebrook
Cornwall
Coventry
Cromwell
Deep River
Durham
East Granby
East Hampton
East Hartford
East Windsor
Ellington
Enfield
Essex
Farmington
Glastonbury
Goshen
Granby
Guilford
Haddam
Hartford
Harwinton
Hebron
Killingworth
Litchfield
Lyme
Madison
Manchester
Marlborough
Middlebury
Middlefield
Naugutuck
New Hartford
Newington
Norfolk
North Branford
North Canaan
Old Lyme
Old Saybrook
Oxford
Portland
Rocky Hill
Roxbury
Salisbury
Sharon
Simsbury
South Windsor
Southbury
Suffield
Thomaston
Tolland
Torrington
Vernon
Waterbury
Watertown
West Hartford
Westbrook
Wethersfield
Winchester
Windsor Locks
Woodbury

EXHIBIT D

STATE OF CONNECTICUT CONTRACTING REQUIREMENTS

D.1: QUALITY SURVEILLANCE AND EXAMINATION OF RECORDS: The State of Connecticut (the "State") or its representatives shall have the right at reasonable hours to examine any books, records and other documents of Windsor or its subcontractors pertaining to work in connection with the Mid-Connecticut Project, or the performance of the obligations of Windsor to the State under this Agreement and shall allow such representatives free access to any and all such books and records. The State will give the Windsor at least twenty-four (24) hours notice of such intended examination. At the State's request, Windsor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of Windsor which pertains to the Agreement or the performance of the obligations of Windsor to the State under the contract. Windsor shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor providing services in connection with the Mid-Connecticut Project or the performance of the obligations of Windsor to the State under the contract.

Windsor shall retain and maintain accurate records and documents relating to performance of services in connection with CRRA hereunder for a minimum of three (3) years after the final obligation payment by CRRA and shall make them available for inspection and audit by the State.

D.2: Promotion: Unless specifically authorized in writing by the Secretary of the Office of Policy and Management, on a case by case basis, Windsor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

(a) in any advertising, publicity, promotion; or
(b) to express or to imply any endorsement of Windsor's products or services; or
(c) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above). In no event may the Windsor use the State Seal in any way without the express written consent of the Secretary of State.

D.3: Americans with Disabilities Act: Windsor represents that it is familiar with the terms of the Americans With Disability Act of 1990 ("ADA") and that it is in compliance with the law. Failure of Windsor to satisfy this standard either now or during the term of the contract as it may be amended will render

the contract voidable at the option of the State upon notice to the Windsor. Windsor warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Windsor to be in compliance with the ADA.

D.4: Non-Discrimination and Executive Orders: (a) For the purposes of this Section, (i) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent (51%) or more of the capital stock, if any, or assets of which is owned by a person or person: (A) who are active in the daily affairs of the enterprise, (B) who have the power to direct the management and policies of the enterprise, and (C) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (ii) "Commission" means the Commission on Human Rights and Opportunities; and (iii) "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (i) Windsor agrees and warrants that in the performance of this Agreement such Windsor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Windsor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Windsor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the Windsor that such disability prevents performance of the work involved; (ii) Windsor agrees, in all solicitations or advertisements for employees placed by or on behalf of Windsor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (iii) Windsor agrees to provide each labor union or representative of workers with which Windsor has a collective bargaining Agreement or other contract or understanding and each vendor with which Windsor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of Windsor's

commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (iv) Windsor agrees to comply with each provision of this Section D.4 and Conn. Gen. Stat. Secs. 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56, Conn. Gen. Stat. Sec. 46a-68e and Conn. Gen. Stat. Sec. 46a-68f; (v) the Windsor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of Windsor as relate to the provisions of this **Exhibit D** and Conn. Gen. Stat. Sec. 46a-56. If the contract is a public works contract, Windsor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of Windsor's good faith efforts shall include, but not be limited to, the following factors: Windsor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) Windsor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) Windsor shall include the provisions of subsection (b) of this Section D.4 in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. Windsor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Sec. 46a-56; provided if such Windsor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, Windsor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) Windsor agrees to comply with the regulations referred to in this Section D.4 as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

(g) Windsor agrees to the following provisions: Windsor agrees and warrants that in the performance of the contract such Windsor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the

United States or the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; Windsor agrees to provide each labor union or representative of workers with which such Windsor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Windsor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of Windsor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; Windsor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56; Windsor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Windsor which relate to the provisions of this Section D.4 and Conn. Gen. Stat. Sec. 46a-56.

(h) Windsor shall include the provisions of paragraph (g) of this Section D.4 in every subcontract or purchase order entered into in order to fulfill any obligation of the contract and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. Windsor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Sec. 46a-56; provided, if such Windsor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, Windsor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and State may so enter.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, the contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to the contract. The parties to the contract, as part of the consideration thereof, agree that said Executive Order No. Three is incorporated therein by reference and made a part thereof. The Parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the contract is completed or terminated prior to completion.

Windsor agrees, as part consideration hereof, that the agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its

employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, the contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to the contract. The parties to the contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to the contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order. In addition, the Windsor agrees to include this provision in all contracts with its contractors, subcontractors and vendors.

D.5: Whistleblower Protection: If any officer, employee or appointing authority of Windsor takes or threatens to take any personnel action against any employee of Windsor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of Conn. Gen. Stat. sec. 4-61dd, Windsor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and direct offense. The Windsor shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of Conn. Gen. Stat. sec. 4-61dd relating to large state contractors.

As used in this **Exhibit D**, "State" shall include the Office of Policy and Management.

TAB 17

RESOLUTION REGARDING FIRST AMENDMENT TO EQUIPMENT LEASE FOR TORRINGTON AND WATERTOWN TRANSFER STATION ROLLING STOCK AND AMENDMENT NO. 6 TO AGREEMENT FOR WASTE TRANSPORTATION AND TRANSFER STATION AND ROLLING STOCK OPERATION AND MAINTENANCE SERVICES

RESOLVED: That the President is authorized to enter into the First Amendment to the Equipment Lease and Amendment No. 6 substantially as presented and discussed at this meeting.

Connecticut Resources Recovery Authority
Contract Summary

Presented to Board:	July 22, 2004
Parties:	CWPM, LLC and CRRA
Facility(ies):	Mid-Connecticut Project Watertown and Torrington Transfer Stations
Term:	Through June 30, 2006

Amendment No. 6
To Agreement for Waste Transportation and Transfer Station and Rolling Stock Operation and Maintenance Services

Facilities:	Mid-Connecticut Project Transfer Stations and Wallingford Resources Recovery Facility
Purpose:	This amendment:

1. Incorporates into the agreement's pricing schedule the "per ton" rates for the transportation of MSW from the four Mid-Connecticut Project's transfer stations and the Wallingford Resources Recovery Facility to the Bloomfield-Windsor Landfill for disposal when waste diversions are needed to reduce waste inventories at the plants.

2. Increases the buyout price of the rolling stock associated with the Torrington and Watertown transfer stations from $149,000 to $156,000 upon the term of the agreement on June 30, 2006.

3. Makes corrections to the inventory of equipment that was actually turned-over to the contractor for use when contractor assumed responsibility for the operation and maintenance of the transfer stations.

4. More clearly defines which equipment is subject to the purchase option upon the term of the agreement on June 30, 2006.

Discussion: The results of an internal review of the value and specific rolling stock units associated with the Torrington and Watertown Transfer Station revealed minor discrepancies in the list of rolling stock contained in the agreement when compared to the actual inventory of rolling stock leased to CWPM for its use in meeting its

transportation responsibilities. As a result of the inventory discrepancies, the purchase price of the equipment changes by approximately $7,000. This amendment corrects both the inventory of equipment and its attendant purchase price.

In addition to the rolling stock associated with the transportation of MSW , the agreement provides the contractor the use of other equipment for the operation of the transfer stations. This amendment clearly defines which equipment remains the property of CRRA upon the term of the agreement (such items as a dozer, lawn mower, snow equipment, etc.) and which equipment is part of the purchase option.

First Amendment to the Equipment Lease – Torrington and Watertown Transfer Stations

Facility(ies):	Mid-Connecticut Watertown and Torrington Transfer Stations
Purpose:	This amendment: 1. Increases contractor's monthly lease payments for use of the rolling stock associated with the Torrington and Watertown Transfer Stations from $4,138.89 to $4,825.53 (inclusive of the interest on the deferred buyout price of the rolling stock upon the term of the agreement). 2. Corrects the inventory of equipment that was actually turned-over to the contractor for lease when the contractor assumed responsibility for the operation and maintenance of the transfer stations.
Discussion:	The equipment listings used in the Equipment Lease were lifted verbatim from the ***Agreement for Waste Transportation and Transfer Station and Rolling Stock Operation and Maintenance Services.*** Therefore the discrepancies found in the agreement were replicated in the Lease and must also be corrected. This First Amendment to the Lease makes the corrections.

AMENDMENT NO. 6 TO AGREEMENT FOR WASTE TRANSPORTATION AND TRANSFER STATION AND ROLLING STOCK OPERATION AND MAINTENANCE SERVICES

This Amendment No. 6 To Agreement For Waste Transportation And Transfer Station And Rolling Stock Operation And Maintenance Services (the "Amendment No. 6") is made and entered into as of this 1st day of August, 2004 (the "Effective Date"), 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, and having a principal place of business at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 (hereinafter "CRRA") and **CWPM LLC**, a Connecticut limited liability company, having a principal place of business at 25 Norton Place, P.O. Box 415, Plainville, Connecticut 06062 (hereinafter the "Contractor").

Preliminary Statement

Pursuant to a certain Agreement For Waste Transportation And Transfer Station And Rolling Stock Operation And Maintenance Services between CRRA and Contractor, dated June 11, 2001, Contractor has been performing certain transportation services and operation and maintenance services (the "Initial Agreement"). The Initial Agreement was amended pursuant to an Amendment No. 1 between CRRA and Contractor, dated September 20, 2001 (the "Amendment No. 1"), pursuant to an Amendment No. 2 between CRRA and Contractor, dated December 9, 2001 (the "Amendment No. 2"), pursuant to a Third Amendment between CRRA and Contractor, dated January 22, 2003 (the "Third Amendment"), pursuant to an Amendment No. 3 (sic) between CRRA and Contractor, dated June 1, 2003 (the "Amendment No. 4"), pursuant to a Fifth Amendment between CRRA and Contractor, dated June 1, 2004 (the "Amendment No. 5"), and the Initial Agreement together with Amendment No. 1, Amendment No. 2, Third Amendment, Amendment No. 4, and Amendment No. 5 are hereinafter collectively referred to as the "Agreement". CRRA and Contractor now desire to amend the Agreement in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 9.14 of the Initial Agreement, CRRA and Contractor hereby agree to amend the Agreement as follows.

Terms and Conditions

1. **Exhibit 2.** Exhibit 2 of the Agreement is amended to add the following additional new terms and prices:

   At its sole and absolute discretion, CRRA has the right to divert Acceptable Waste from its Ellington Transfer Station, Essex Transfer Station, Torrington Transfer Station, Watertown Transfer Station, and its Wallingford Resources

Recovery Facility, to the Windsor-Bloomfield Landfill located at 500 Huckleberry Road, Windsor, Connecticut (the "Windsor-Bloomfield Landfill"). For a listing of the per ton prices that CRRA must pay to Contractor for each ton of Acceptable Waste that is diverted pursuant to this Amendment No. 6, see **Exhibit A** attached hereto and made a part hereof.

2. **Paragraph 2 of Amendment No. 4**. The second sentence of Amendment No. 4 is hereby amended to read as follows:

At the end of the Agreement's term on June 30, 2006, the Contractor shall have the option, at its sole and absolute discretion, to purchase the foregoing equipment detailed in **Schedule A** attached hereto for ONE HUNDRED FIFTY-SIX THOUSAND AND NO/100 ($156,000.00) DOLLARS.

3. **Ratification**. Except as specifically amended by this Amendment No. 6, all of the terms, covenants and provisions of the Agreement are hereby ratified, confirmed and declared to be and remain in full force and effect.

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

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By:_____
Thomas D. Kirk
Its President
Duly authorized

CWPM LLC

By:_____

Its
Duly authorized

EXHIBIT A

		1st Option Extension Period July 1, 2004-June 30, 2005	2nd Option Extension Period July 1, 2005-June 30, 2006
B.1.	Ellington Acceptable Waste To Windsor Landfill	$8.00/ton Up to 25,000 tons	$8.24 Up to 25,000 tons
		$6.70/ton 25,0001 tons and over	$6.90/ton 25,0001 tons and over
B.2.1.	Essex Acceptable Waste (if B.2.3 is also authorized) To Windsor Landfill	$13.95/ton	$14.37/ton
B.2.2.	Essex Acceptable Waste (if B.2.3 is not authorized) To Windsor Landfill	$13.95/ton	$14.37/ton
B.3.1.	Torrington Acceptable Waste (if B.3.3. is also authorized) To Windsor Landfill	$15.09/ton	$15.54/ton
B.3.2.	Torrington Acceptable Waste (if B.3.3. is not authorized) To Windsor Landfill	$15.09/ton	$15.54/ton
B.4.1.	Watertown Acceptable Waste (if B.4.3 is also authorized) To Windsor Landfill	$13.84/ton	$14.26/ton
B.4.2.	Watertown Acceptable Waste (if B.4.3. is not authorized)	$13.84/ton	$14.26/ton
B.5.	Wallingford Resources Recovery Facility Acceptable Waste To Windsor Landfill	$19.93/ton	$20.53/ton

SCHEDULE A

Equipment Type	ID Number	Make/Year	Transfer Station
Tractor	4100	8200 1995 International	Torrington
Tractor	4101	8200 1995 International	Torrington
Tractor	4102	8200 1995 International	Torrington
Tractor	4103	8200 1996 International	Torrington
Tractor	4105	8200 1996 International	Torrington
Tractor	4107	8200 1996 International	Torrington
Tractor	4109	8200 1996 International	Torrington
Tractor	4139	8200 1997 International	Torrington
Trailer	4305	CPS TSV 45, 1993 Hale	Torrington
Trailer	4306	CPS TSV 45, 1993 Hale	Torrington
Trailer	4313	CPS TSV 45, 1993 Hale	Torrington
Trailer	4314	CPS TSV 45, 1993 Hale	Torrington
Trailer	4316	CPS TSV 45, 1993 Hale	Torrington
Trailer	4317	CPS TSV 45, 1993 Hale	Torrington
Trailer	4318	CPS TSV 45, 1993 Hale	Torrington
Trailer	4319	CPS TSV 45, 1993 Hale	Torrington
Trailer	4321	CPS TSV 45, 1994 Hale	Torrington
Trailer	4323	CPS TSV 45, 1994 Hale	Torrington
Trailer	4352	CPS TSV 46, 1992 Hale	Torrington
Tractor	4120	LT-9000 1993 Ford	Watertown
Tractor	4122	LT-9000 1993 Ford	Watertown
Tractor	4124	LT-9000 1994 Ford	Watertown
Tractor	4125	LT-9000 1994 Ford	Watertown
Tractor	4126	LT-9000 1994 Ford	Watertown
Tractor	4127	LT-9000 1994 Ford	Watertown
Tractor	4133	1998 Freightliner	Watertown
Tractor	4134	1998 Freightliner	Watertown
Tractor	4137	8200 1997 International	Watertown
Tractor	4138	8200 1997 International	Watertown
Tractor	4140[1]	8200 1997 International	Watertown
Tractor	No ID #	9100 2001 International	Watertown
Trailer	4300	CPS TSV 45, 1993 Hale	Watertown
Trailer	4309	CPS TSV 45, 1993 Hale	Watertown
Trailer	4310	CPS TSV 45, 1993 Hale	Watertown
Trailer	4311	CPS TSV 45, 1993 Hale	Watertown
Trailer	4312	CPS TSV 45, 1993 Hale	Watertown
Trailer	4315	CPS TSV 45, 1993 Hale	Watertown
Trailer	4320	CPS TSV 45, 1994 Hale	Watertown
Trailer	4324	CPS TSV 45, 1994 Hale	Watertown
Trailer	4325	CPS TSV 45, 1994 Hale	Watertown
Trailer	4326	CPS TSV 45, 1994 Hale	Watertown
Trailer	4328	CPS TSV 45, 1994 Hale	Watertown

Buyout Value $156.000.00

[1] Replaced 4140 with ACL 1996 Volvo

FIRST AMENDMENT TO EQUIPMENT LEASE

This FIRST AMENDMENT TO EQUIPMENT LEASE for the Torrington and Watertown Transfer Stations (the "Amendment") is made and entered into as of the 1st day of August, 2004 (the "Effective Date"), by and among the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 ("Lessor") and **CWPM, LLC**, a Connecticut limited liability company, having its principal offices at 25 Norton Place, P.O. Box 415, Plainville, Connecticut 06062 ("Lessee").

PRELIMINARY STATEMENT

Lessor and Lessee entered into an Equipment Lease regarding the Torrington Transfer Station dated as of July 1, 2003 (the "Lease"), whereby Lessor leased to Lessee certain Equipment located at the Torrington Transfer Station described in the Lease. Lessor and Lessee now desire to amend the Lease in order to revise the Equipment schedule and increase the monthly lease payments.

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, the parties hereto hereby agree as follows:

TERMS AND CONDITIONS

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

2. **Rental.** Effective August 1, 2004 and until the Termination Date, the first sentence of Paragraph 2 of the Lease is hereby amended to read as follows:

   Lessee shall pay to Lessor during the term of this Lease a monthly lease payment of FOUR THOUSAND EIGHT HUNDRED TWENTY FIVE AND 00/100 ($4,825.53) DOLLARS per month for the lease of the Equipment.

3. **Schedule A.** Attached hereto and incorporated herein is an amended Schedule A which replaces the Schedule A attached to the Lease and referred to in paragraphs 1, 19 and 20 of such Lease.

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

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

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By:_____
Thomas D. Kirk
Its President
Duly Authorized

CWPM, LLC

By:_____

Its
Duly Authorized

Legaldeptforms/Amendments/Mid-CT/TorringtonLandFlEquipLeaseCWPM1stAmdAug2004

SCHEDULE A

Equipment Type	ID Number	Make/Year	Transfer Station
Tractor	4100	8200 1995 International	Torrington
Tractor	4101	8200 1995 International	Torrington
Tractor	4102	8200 1995 International	Torrington
Tractor	4103	8200 1996 International	Torrington
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Trailer	4319	CPS TSV 45, 1993 Hale	Torrington
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Trailer	4325	CPS TSV 45, 1994 Hale	Watertown
Trailer	4326	CPS TSV 45, 1994 Hale	Watertown
Trailer	4328	CPS TSV 45, 1994 Hale	Watertown

[1] Replaced 4140 with ACL 1996 Volvo

TAB 18

RESOLUTION REGARDING THE COMPENSATORY TIME POLICY

RESOLVED: That the new Compensatory-time Policy of the Connecticut Resources Recovery Authority be adopted substantially in the form as approved by the Organizational Synergy and Human Resources Committee.

OVERVIEW

The new Compensatory-time Policy was revised from the policy in CRRA's Employee Handbook. The reason for the revision centers on the new ADP Time Keeping Software that the Authority will be implementing in the coming months. The new Comp-time Policy also defines that employees can not use comp-time as part of their notice of resignation period. In addition there will be a payout of accrued comp-time upon separation of employment from CRRA in conjunction with the normal payroll cycle and the Notice of Resignation Policy in the Employee handbook.

Compensatory Time

Salaried, exempt employees may need to work in excess of the standard work schedule to accomplish their duties. Because salaried, exempt personnel have an obligation that goes beyond fixed work schedules, they are not eligible for overtime pay. Exempt employees may, however, request reasonable compensatory leave in recognition of excessive work hours. Such compensatory leave may be granted at a time agreeable to the President or his or her designee, provided that there is no adverse operational impact.

Accrual of Compensatory Time

Compensatory time is accrued in the following manner:

(a) Every hour worked over eighty (80) hours in a given bi-weekly pay period is reimbursable at the rate of 1.0-hour compensatory time for every 1.0-hour worked.

Accumulation of Compensatory Time

Each salaried/exempt employee can accumulate compensatory time provided that in no case will the employee be allowed to accumulate more than one week of such time, or carry forward such time beyond the pay period ending date of the pay period that includes December 31 of each year.

Use of Compensatory Time

Comp-time must be taken in half day or full day increments. Each exempt employee who wishes to use compensatory time must submit a request to do so, using the leave request form, to his/her manager, and the President preferably at least two weeks prior to the planned usage. In no circumstance may Compensatory Time be used as part of a separating employee's notice of resignation period. Compensatory time will be paid out upon separation of employment with CRRA in conjunction with the Notice of Resignation Policy in this handbook and with the employee's last payroll cycle.