

BRIDGEPORT SOLID WASTE DELIVERY AGREEMENT

This BRIDGEPORT SOLID WASTE DELIVERY AGREEMENT (the "Agreement") is made and entered into as of this 1st day of July, 2004, by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, Hartford, Connecticut 06103-1722 (hereinafter "CRRA") and _____, a _____, having its principal offices at _____, (hereinafter "Hauler", the term "Hauler" also includes any affiliates, subsidiaries, related entities, employees and/or agents).

Preliminary Statement

Pursuant to the terms and conditions set forth below, CRRA is willing to accept "Acceptable Solid Waste," as defined in CRRA's *Bridgeport Project Permitting, Disposal and Billing Procedures* ("Procedures"), attached hereto as **Exhibit A** and made a part hereof, generated within the corporate boundaries of CRRA Project Municipalities (as hereinafter defined) and delivered by Hauler to CRRA's Bridgeport resources recovery facility located at 6 Howard Avenue, Bridgeport, Connecticut (the "Designated Facility").

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

Terms and Conditions

1. All terms that are not defined in this Agreement shall have the same respective meanings assigned to such terms in the Procedures attached hereto as **Exhibit A** and made a part hereof. The Procedures are hereby made a part of this Agreement in their entirety.
2. For purposes of this Agreement, (i) the term "Wesi Projects" shall mean the resources recovery projects operated by Wheelabrator Environmental Systems, Inc., or Riley Energy Systems of Lisbon Corporation and located in Lisbon, Connecticut, Peekskill, New York, Millbury, Massachusetts and North Andover, Massachusetts; (ii) the term "Member Municipalities" shall mean those municipalities that either are members of CRRA's Bridgeport resources recovery project or have an agreement to deliver solid waste to such project; and (iii) the term "Non-Member Municipalities" shall mean those municipalities that are not members of any CRRA resources recovery project or do not have any agreement with CRRA to deliver Acceptable Solid Waste to any such CRRA project, but excluding those municipalities that are either members of the Bristol resources recovery project in Bristol, Connecticut (the "Bristol Project") or have a written agreement to deliver solid waste to the Bristol Project or any of the Wesi Projects. Hauler is prohibited from delivering any Acceptable Solid Waste to

the Designated Facility originating from Wesi Projects or Non-Member Municipalities.

3. Prior to delivering any Acceptable Solid Waste to the Designated Facility, Hauler shall obtain all permits that are required by the Procedures and shall comply with all other pre-delivery requirements set forth therein and in the applications (including instructions) for such permits. Hauler shall also, at all times, comply with the Procedures, including any amendments thereto that are made by CRRA from time to time.
4. Prior to delivering any Acceptable Solid Waste to the Designated Facility, Hauler shall submit, along with its permit application, a guaranty of payment satisfactory to CRRA in all respects and in the form of a letter of credit, a surety bond or a cashier's check in an amount sufficient to cover at least two (2) months of waste disposal charges as estimated by CRRA. At its sole discretion, CRRA shall reassess the amount of the guarantee as defined in the Procedures.
5. Hauler shall amend its letter of credit or surety bond or provide any additional cashier's checks to CRRA if requested to do so by CRRA, as provided in the Procedures. Further, if Hauler submits to CRRA either a letter of credit or surety bond, Hauler shall, within sixty (60) days before the expiration of the same, renew the letter of credit or surety bond and shall promptly furnish the renewed letter of credit or surety bond to CRRA. If Hauler's letter of credit or surety bond is canceled or terminated, Hauler shall immediately submit to CRRA a new letter of credit or surety bond that complies with the requirements of this paragraph 5. If Hauler fails to comply with any of the requirements of this paragraph 5, then CRRA, at its sole discretion, may temporarily or permanently deny Hauler any further access to the Designated Facility and/or revoke its permit for the same until the requirements of this paragraph 5 are met.
6. During the term of this Agreement, Hauler shall deliver to the Designated Facility all Acceptable Solid Waste generated within the corporate boundaries of any of the Member Municipalities that Hauler collects pursuant to this agreement or otherwise, or that comes into Hauler's possession through other means.
7. For the purposes of this Agreement, the term Fiscal Year shall mean a year commencing July 1st and terminating June 30th of the following year. Hauler shall pay to CRRA a Service Fee of sixty-nine and 00/100 (69.00) dollars for each ton of Acceptable Solid Waste generated in Fiscal Year 2005 and Fiscal Year 2006 within the corporate boundaries of any of the CRRA Project Municipalities and delivered to the Designated Facility by Hauler pursuant to this Agreement.
8. In the event that Hauler fails to comply with any of its obligations under this Agreement, such failure shall constitute an event of default on the part of the Hauler hereunder and CRRA shall have the right to: 1) to suspend CRRA's performance

- under the agreement; 2) to take such commercially reasonable steps as appropriate to protect CRRA's interests; and/or 3) to exercise any remedy(s) available at law or in equity to CRRA.
9. Hauler shall at all times defend, indemnify and hold harmless CRRA, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and court costs) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA, any operator, or any of their respective directors, officers, employees, agents or subcontractors, or (b) Hauler or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions or negligence of Hauler, any of its affiliates, directors, officers, employees, agents or subcontractors. Hauler's obligations under this paragraph 9 shall survive the termination or expiration of this Agreement.
 10. Hauler further undertakes to reimburse CRRA for damage to property of CRRA caused by Hauler or its subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Hauler's obligations under this paragraph 10 shall survive the termination or expiration of the Agreement.
 11. Hauler shall pay any invoices rendered by CRRA for any charges and costs incurred in connection with this Agreement, including but not limited to disposal charges, penalties, fines, interest charges, attorneys fees and adjustments, within fifteen (15) days from the date of such invoice. If Hauler fails to do so, CRRA, at its sole discretion, may immediately deny Hauler any further access to the Facility and/or revoke its permit for the same until Hauler pays in full to CRRA all past due invoices including any interest thereon. In the event CRRA denies Hauler further access to the Designated Facility and/or revokes its permit in accordance with paragraph 5 and this paragraph 11, Hauler is not relieved of its legal responsibilities to perform its obligations under this Agreement.
 12. Any Acceptable Solid Waste delivered by Hauler must comply with the requirements for Acceptable Solid Waste set forth in the Procedures as set forth in **Exhibit A**. If Hauler does not comply with these requirements set forth in this paragraph 12, CRRA, at its sole discretion, may deny Hauler temporarily or permanently any further access to the Designated Facility and/or revoke its permit for the same.
 13. This Agreement may not be assigned in whole or in part by the Hauler, and shall be void if so assigned, except upon express written consent of CRRA. In the event of a dissolution of or merger involving Hauler, Hauler shall promptly provide CRRA with written notice of such event, including the effective date thereof.

14. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.
16. The term of this Agreement shall commence on July 1, 2004 (the "Commencement Date") and shall continue until June 30, 2006. This Agreement shall become effective on the Commencement Date, subject to the approval of CRRA's Board of Directors.
17. This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof and supercedes any and all previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
18. Hauler agrees to modify the terms of this Agreement if CRRA requests such reasonable modifications necessitated by CRRA's financing purposes.

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

[NAME OF HAULER]

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By: _____

By: _____

Its _____
Duly Authorized

Thomas D. Kirk
Its President
Duly Authorized

EXHIBIT A

Bridgeport Project Permitting, Disposal, And Billing Procedures