

## **MID-CONNECTICUT SOLID WASTE DELIVERY AGREEMENT**

This MID-CONNECTICUT SOLID WASTE DELIVERY AGREEMENT (the "Agreement") is made and entered into as of this 1<sup>st</sup> day of July, 2007, 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 *Mid-Connecticut Permitting, Disposal & Billing Procedures* (the "Procedures"), attached hereto as **Exhibit A** and made a part hereof, generated within the corporate boundaries of Member Municipalities and delivered by Hauler to the Mid-Connecticut Project facility or facilities designated by CRRA (the "Designated Facility").

NOW, THEREFORE, in consideration of CRRA issuing to Hauler a permit to dispose of Acceptable 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, which Procedures are attached hereto as **Exhibit A** and are hereby incorporated by reference and made a part hereof. For purposes of this Agreement, the term "Participating Municipalities" shall mean those municipalities listed in **Exhibit C** of this Agreement which list of Participating Municipalities may be changed from time-to-time by CRRA.
2. 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.
3. Prior to delivering any Acceptable Solid Waste to the Designated Facility, the Hauler shall submit, along with its permit application, a guaranty of payment satisfactory to CRRA in all respects and in the form of a letter of credit, a surety bond or a cashier's check in an amount sufficient to cover at least two (2) months of waste disposal

charges as estimated by CRRA. In its sole discretion, CRRA shall reassess the amount of the guaranty as defined in the Procedures.

4. Hauler shall amend its letter of credit or surety bond or provide any additional cashier's checks to CRRA if requested to do so by CRRA as provided in the Procedures. Further, if Hauler submits to CRRA either a letter of credit or surety bond, Hauler shall, within sixty (60) days before the expiration of the same, renew the letter of credit or surety bond and shall promptly furnish the renewed letter of credit or surety bond to CRRA. If Hauler's letter of credit or surety bond is canceled or terminated, Hauler shall immediately submit to CRRA a new letter of credit or surety bond that complies with the requirements of this paragraph 4. If Hauler fails to comply with any of the requirements of this paragraph 4, then CRRA, at its sole discretion, may temporarily or permanently deny Hauler any further access to the Designated Facility and/or revoke its permit for the same until the requirements of this paragraph 4 are met.
5. During the term of this Agreement, Hauler shall deliver to the Designated Facility all Acceptable Solid Waste generated within the corporate boundaries of any of the Participating Municipalities that Hauler collects pursuant to this agreement or otherwise, or that comes into Hauler's possession through other means.
6. For the purposes of this Agreement, the term "Fiscal Year" shall mean a year commencing July 1<sup>st</sup> and terminating June 30<sup>th</sup> of the following year. For each Fiscal Year during the term of this Agreement, Hauler shall pay to CRRA a Service Fee not to exceed the Service Fee calculated in the manner described in **Exhibit B**, attached hereto and made a part hereof, for each ton of Acceptable Solid Waste generated in such Fiscal Year within the corporate boundaries of any of the Member Municipalities and delivered to the Designated Facility by Hauler pursuant to this Agreement. In addition to the Service Fee, Hauler shall pay to CRRA a surcharge, if applicable, for certain CRRA facilities as described in **Exhibit B**.
7. For FY08 Hauler shall be assessed a Service Fee of Sixty-nine and 00/100 Dollars (\$69.00) for each ton of Acceptable Waste delivered to the Designated Facility. If the Service Fee calculated for FY09 and FY 10 pursuant to paragraph 6 and **Exhibit B** herein exceeds Seventy-two and 00/100 (\$72.00) Dollars and Seventy-five and 00/100 (\$75.00) Dollars respectively, Hauler shall have the right to terminate this Agreement within 30 days of the date that Hauler receives written notification from CRRA of the Service Fee increase amount for the upcoming Fiscal Year. In order to exercise this right of termination, Hauler must send written notification, by certified return receipt mail to CRRA within 30 days of Hauler's receipt of notification from CRRA of the Service Fee increase. If Hauler exercises its foregoing right of termination, the effective date of said termination shall be June 30 of the Fiscal Year in which the notice of termination to Hauler is given by CRRA. If CRRA does not receive written notification of termination from Hauler within the 30 day window as

specified above, Hauler shall forfeit its right to terminate this Agreement for the upcoming Fiscal Year and the Agreement shall remain in full force and effect.

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 this 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 twenty (20) days from the date of such invoice. If Hauler fails to do so, CRRA, at its sole discretion, may immediately deny Hauler any further access to the Designated Facility and/or revoke its permit for the same until Hauler pays in full to CRRA all past due invoices including any interest thereon. In the event CRRA denies Hauler further access to the Designated Facility and/or revokes its permit in accordance with paragraph 4 and this paragraph 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 attached hereto in **Exhibit A** of this Agreement. 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. For purposes of this Agreement, the term “Municipal Flow Control Law” shall mean a municipal ordinance or other legal authority of one or more Participating Municipalities, requiring the Hauler to deliver Acceptable Waste generated within the corporate boundaries of such Participating Municipality or Participating Municipalities, as the case may be, to any location or locations designated by such Participating Municipality or Participating Municipalities. Upon the occurrence at any time during the term of this Agreement of either of the following: (i) the provision of written notice from CRRA to Hauler (a “CRRA Notice”) that one or more Participating Municipalities has advised CRRA of its intention to enforce a Municipal Flow Control Law; or (ii) the provision of notice in any form from one or more Participating Municipalities to Hauler (a “Municipal Notice”) that each such Participating Municipality is enforcing a Municipal Flow Control Law; CRRA and Hauler agree that their respective obligations under this Agreement shall terminate, solely with respect to Acceptable Waste which is generated within the corporate boundaries of each such Participating Municipality (a “Flow Control Municipality”) and which is subject to a Municipal Flow Control Law (“Flow Control Acceptable Waste.”) Such termination of obligations with respect to Flow Control Acceptable Waste shall be effective upon the effective date set forth in such CRRA Notice or Municipal Notice, unless otherwise agreed in writing by CRRA and Hauler. Any Acceptable Waste generated within the corporate boundaries of a Flow Control Municipality that is not Flow Control Acceptable Waste shall continue to be subject to this Agreement, which shall remain in full force and effect with respect to Acceptable Waste that is not Flow Control Acceptable Waste. Hauler agrees that it shall immediately but in any event within (3) business days, provide CRRA with written notice of Hauler’s receipt of a Municipal Notice. Hauler shall remain obliged to pay all amounts invoiced by CRRA under this Agreement with respect to Flow Control Acceptable Waste, for the period prior to the date of a CRRA Notice or a Municipal Notice concerning such Flow Control Acceptable Waste. CRRA shall not be liable to Hauler for any legal, equitable or other relief in connection with a CRRA Notice and Hauler hereby waives any and all legal or equitable claims against CRRA for such relief.
14. This Agreement may not be assigned in whole or in part by the Hauler, and shall be void if so assigned, except upon express written consent of CRRA. In the event of a dissolution of or merger involving Hauler, Hauler shall promptly provide CRRA with written notice of such event, including the effective date thereof.
15. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.
17. The term of this Agreement shall commence on July 1, 2007 (the “Commencement Date”) and shall continue until June 30, 2010. This Agreement shall become effective on the Commencement Date, subject to the approval of CRRA’s Board of Directors.

18. This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof and supercedes any and all previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
19. Hauler agrees to modify the terms of this Agreement if CRRA requests such reasonable modifications necessitated by CRRA's financing purposes.
20. Hauler agrees to the following: (1) Hauler agrees and warrants it 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 Hauler that such disability prevents performance of Hauler's services in any manner prohibited by the laws of the United States or of the State of Connecticut; (2) Hauler 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 Hauler that such disability prevents performance of its services; (3) Hauler agrees, in all solicitations or advertisements for employees placed by or on behalf of Hauler, 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"); (4) Hauler agrees to provide each labor union or representative of workers with which Hauler has a collective bargaining agreement or other contract or understanding and each vendor with which Hauler has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative and vendor of Hauler'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; (5) Hauler 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 (6) Hauler 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 Hauler 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, Hauler 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.

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**

**Mid-Connecticut Permitting, Disposal & Billing Procedures**

## EXHIBIT B

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

1) For each of the two (2) Fiscal Years beginning on July 1, 2008, and July 1, 2009, respectively, not less than 120 days prior to the commencement of each such Fiscal Year, CRRA shall calculate, and provide notice of the calculation of the Service Fee to be paid by the Hauler for each such Fiscal Year. Such Service Fee shall be set at a uniform rate per ton. The Service Fee shall be set such that the receipt by CRRA of the aggregate of: (1) Service Fees collected from all Haulers for Acceptable Solid Waste from Member Municipalities; and (2) Service Charges collected from Member Municipalities for Acceptable Solid Waste (collectively, the "Aggregate Fees"), shall be sufficient to pay or provide for CRRA's Net Cost of Operation of the Mid-Connecticut Project for such Fiscal Year. For purposes of this Agreement, the term "Net Cost of Operation" shall mean, with respect to a Fiscal Year, the sum of all expenditures of CRRA resulting from or necessitated by the ownership, operation and maintenance of and renewals and replacements to the Mid-Connecticut Project or the rendering of services by CRRA with respect to the Mid-Connecticut Project ("Total Expenditures"), minus all revenues received by CRRA with respect to the Mid-Connecticut Project ("Other Revenue") but excluding the Aggregate Fees. For purposes of this paragraph, the term "Mid-Connecticut Project" shall mean CRRA's Mid-Connecticut Project, including all associated facilities, transfer stations, disposal site or sites and such alternative site or sites, for the processing or disposal of solid waste.

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

1. (Total Expenditures) minus (Other Revenue) = Net Cost of Operation
2. (Net Cost of Operation) divided by (Est. Tons of Acceptable Solid Waste for Mid-Connecticut Project) = Service Fee
3. For the Fiscal Year beginning on July 1, 2007, and ending on June 30, 2008 ("Fiscal Year 2008"), CRRA has performed the above calculation with respect to the Service Fee to be paid by the Hauler. For the Fiscal Year 2008, the Service Fee shall be SIXTY NINE and 00/100 DOLLARS (\$69.00) for each ton of Acceptable Solid Waste generated within the corporate boundaries of any of the Member Municipalities and delivered to the Designated Facility by Hauler pursuant to this Agreement.

In addition to the above Service Fee, Haulers shall pay for the term of this Agreement a Surcharge for delivering any Acceptable Solid Waste to the following CRRA facilities:

1. Ellington Transfer Station. For the delivery of East Windsor Acceptable Solid Waste to the Ellington Transfer Station, a fixed surcharge of TWO AND 25/100 (\$2.25)

DOLLARS shall be imposed on hauler for each ton of East Windsor Acceptable Solid Waste that is delivered to the Ellington Transfer Station.

2. Essex Transfer Station. For the delivery of Acceptable Solid Waste generated from the municipalities that constitute the Connecticut River Estuary Regional Planning Agency [currently the towns of Chester, Clinton, Deep River, Essex, Killingworth, Lyme, Old Lyme, Old Saybrook, and Westbrook] (“CRERPA”) to the Essex Transfer Station, a variable surcharge shall be imposed that is the sum of the Essex Host Community Benefit and Regional Recycling Coordinator fee divided by the estimated aggregate CRERPA Acceptable Solid Waste tonnage for such Fiscal Year. The estimated foregoing Essex Transfer Station surcharge for Fiscal Year 08 is 83/100 (\$.83) DOLLARS per ton of Acceptable Solid Waste.

**EXHIBIT C**

**PARTICIPATING MUNICIPALITIES**

AVON	GLASTONBURY	OXFORD
BARKHAMSTED	GOSHEN	PORTLAND
BEACON FALLS	GRANBY	ROCKY HILL
BETHLEHEM	GUILFORD	ROXBURY
BLOOMFIELD	HADDAM	SALISBURY
BOLTON	HARTFORD	SHARON
CANAAN	HARWINTON	SIMSBURY
CANTON	HEBRON	SOUTH WINDSOR
CHESTER	KILLINGWORTH	SOUTHBURY
CLINTON	LITCHFIELD	SUFFIELD
COLEBROOK	LYME	THOMASTON
CORNWALL	MADISON	TOLLAND
COVENTRY	MANCHESTER	TORRINGTON
CROMWELL	MARLBOROUGH	VERNON
DEEP RIVER	MIDDLEBURY	WATERBURY
DURHAM	MIDDLEFIELD	WATERTOWN
EAST GRANBY	NAUGATUCK	WEST HARTFORD
EAST HAMPTON	NEW HARTFORD	WESTBROOK
EAST HARTFORD	NEWINGTON	WETHERSFIELD
EAST WINDSOR	NORFOLK	WINCHESTER
ELLINGTON	NORTH BRANFORD	WINDSOR LOCKS
ENFIELD	NORTH CANAAN	WOODBURY
ESSEX	OLD LYME	
FARMINGTON	OLD SAYBROOK	