

Exhibit A

MUNICIPAL SOLID WASTE MANAGEMENT SERVICES CONTRACT

CONNECTICUT RESOURCES RECOVERY AUTHORITY

EXECUTED SEPT 16, 1982

+ 30 YEARS

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SEPT 16, 2012

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CONTRACT

between

CONNECTICUT RESOURCES RECOVERY AUTHORITY

and

THE,

A MUNICIPALITY OF

THE STATE OF CONNECTICUT

TO PROVIDE SOLID WASTE MANAGEMENT SERVICES

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PREAMBLE

THIS CONTRACT, made and dated as of the  
by and between the CONNECTICUT RESOURCES RECOVERY AUTHORITY (hereinafter  
sometimes referred to as the "Authority"), a body politic and corporate,  
constituting a public instrumentality and political subdivision of the  
State of Connecticut (hereinafter referred to as the "State"), and the  
in the State, a municipality and political subdivision  
of the State (hereinafter sometimes referred to as the "Municipality"),  
acting by and through its local legislative body, the municipal authority  
having legal jurisdiction over solid waste management within the corporate  
limits of the Municipality.

W I T N E S S E T H :

WHEREAS, Section 22a-220 of the Connecticut General Statutes provides in part, that:

"Each municipal authority shall make provisions for the safe and sanitary disposal of all solid wastes which are generated within its boundaries, including septic tank pumpings, sludge from water pollution abatement facilities and water supply treatment plants, solid residues and sludge from air pollution control facilities and solid wastes from commercial, industrial, agricultural and mining operations, but excluding wastes which are toxic or hazardous."

WHEREAS, Section 22a-275(b) of the Connecticut General Statutes states that:

"Any municipal or regional authority having a solid waste management plan that is required, pursuant to the provisions of chapter 446b, to be in conformity with the state solid waste management plan, and which municipal or regional plan provides that the disposition of the solid wastes of said municipality or region shall be accomplished through the use of state or regional facilities providing adequate resources recovery and large-scale waste disposal processing, is hereby authorized to enter into a long-term contract for such services with the authority, to pay any reasonable fees and charges established by the authority for such services, and, further, to pledge the full faith and credit of the municipal or regional authority for the payment of such fees and charges."

WHEREAS, the Municipality is authorized to provide for and regulate the collection and disposal of all garbage, trash, waste and ashes, either by contract or otherwise.

WHEREAS, the Municipality is becoming hard pressed to provide adequate services at reasonable costs, without damage or hazard to the environment and the loss of useful resources;

WHEREAS, all such municipalities which shall have executed Contracts substantially in conformity hereto shall collectively constitute the project within the Mid-Connecticut Region, a solid waste planning region for purposes of the Connecticut State Solid Waste Management Plan;

WHEREAS, the Municipality has determined that the approval of this contract effectuates and constitutes a regional solid waste management plan (the "Plan") for such Region and the Plan was prepared and will be approved by the Commissioner of Environmental Protection in conformity with the provisions of Chapter 446d of the Connecticut General Statutes.

WHEREAS, the Plan provides that the disposition of the solid waste of the Municipality shall be accomplished under state auspices providing adequate solid waste management and large-scale resources recovery;

WHEREAS, the Connecticut Resources Recovery Authority established pursuant to the Connecticut Solid Waste Management Services Act, being Public Act 73-459 of the General Assembly of the State, 1973 Regular Session, codified as Chapter 446e of the Connecticut General Statutes (the "Act"), has the responsibility for implementing solid waste disposal and resources recovery systems and facilities and solid waste management services where necessary and desirable throughout the State in accordance with the State Solid Waste Management Plan and applicable statutes and regulations;

WHEREAS, the Municipality pursuant to the Act is authorized (i) to enter into a long-term contract with the Authority for adequate resource recovery and large-scale waste disposal processing, (ii) to pay reason-

able fees and charges established by the Authority for services and (iii) to pledge the full faith and credit of the Municipality for the payment of such fees and charges;

WHEREAS, pursuant to and in accordance with the provisions of the Act, the Authority has been duly created and established for the performance of an essential public and governmental function, and is authorized (i) to make plans, surveys, investigations and studies necessary and desirable, in conformity with the State Solid Waste Management Plan and with due consideration for local or regional plans, to process and transport solid waste, (ii) to design, acquire, construct, erect, build, alter, reconstruct, improve, enlarge or extend, own, operate, maintain and finance Waste Management Projects, and to make provision for their management, for the manufacturing, processing and transportation operations necessary to derive recovered resources from solid waste, and for the contracting for the sale of such, and (iii) to contract with municipalities to provide the service of recovery, storing and processing of solid waste in such a way as to produce materials or energy which may be used in manufacturing, agriculture or other processes, (iv) to charge reasonable fees and charges for the services it performs, and (v) to provide for the production, from such services and resources recovery operations, of revenues to provide for the support of the Authority on a self-sustaining basis, with due allowance for the redistribution of any surplus revenues to reduce the costs of the services of the Authority to the users thereof;



WHEREAS, the Authority is authorized and empowered by the Act subject to the approval of the Treasurer of the State to borrow money and to issue bonds and notes of the Authority and to use the proceeds thereof for the purposes and powers of the Authority and to accomplish the purposes of the Act;

WHEREAS, the Authority proposes to issue and deliver certain Bonds to provide funds to pay the Cost of the System and to secure the same under the terms and provisions of a bond resolution to be adopted by the Authority;

WHEREAS, The Metropolitan District (hereinafter sometimes referred to as the "District"), a body politic and corporate, constituting a municipal corporation of the State of Connecticut which provides public water supply, sewerage treatment and regional planning services within the said Region, has the requisite charter authority to engage in regional solid waste management services in conjunction with and support of the Authority's systems, facilities and services;

WHEREAS, the Municipality has received and reviewed such matters and such information as it considers necessary or appropriate for the execution of this Contract and has taken such action as is required or necessary acting pursuant to its charter and/or Connecticut General Statutes or Special Act required as a condition to the execution thereof so as to cause this Contract to be binding on it and enforceable as to its terms;

NOW, THEREFORE, in consideration of the undertakings and agreements hereinafter set forth, the Authority and the Municipality agree as follows:

ARTICLE I

DEFINITIONS

SECTION 101. Specific Definitions. As used in this Contract, except as otherwise expressly provided or unless the context otherwise requires, the words and terms listed in this section shall have the following meanings:

"Act" shall mean the Connecticut Solid Waste Management Services Act, being Public Act 73-459 of the General Assembly of the State of Connecticut, 1973 Regular Session, as amended and supplemented to the date of this Contract.

"Annual Budget" shall mean the budget or amended budget for a Contract Year as adopted by the Authority or otherwise operative for the System.

"Authorized Representative of the Municipality" shall mean (i) any officer, employee, elected official or other person authorized by a resolution duly adopted by the requisite body or municipal official of the Municipality to act as an Authorized Representative for the purposes of this Contract, or (ii) in the event the Municipality does not author-

ize a representative as in (i) provided, the requisite body or municipal official of the Municipality acting pursuant to its duly authorized vote.

"Billing Period" shall mean each three-month period ending on the last day of March, June, September and December, respectively, in each Contract Year.

"Board" shall mean the Board of Directors of the Authority.

"Bond or Bonds" shall mean any bond or bonds, as the case may be, authenticated and delivered under the Bond Resolution (hereinafter defined) and any other bonds, notes or other evidences of indebtedness issued by the Authority to pay the Cost of the System or bonds, notes or other evidences of indebtedness issued by the Authority in substitution for, in lieu of, or to refund, retire or pay any such bonds, notes or other evidences of indebtedness.

"Bond Resolution" shall mean the bond resolution of the Authority authorizing the issuance of Bonds, as originally adopted, or, if amended or supplemented as in the Bond Resolution provided, as so amended or supplemented.

"Commercial Operation Date", with respect to the System, shall mean 12:01 A.M. prevailing time, on the day when the System has been completed and tested and is, in the written opinion of the Consulting Engineer appointed by the Authority for purposes of so certifying, ready for Commercial Operation.

"Consulting Engineer" means any independent engineer, firm, or firms of engineers of sound reputation for skill and experience with respect to resource recovery facilities, selected by the Authority and approved by the Trustee.

"Contract Year" shall mean the twelve-month period commencing at 12:01 A.M., prevailing time, on July 1 of each year, except that the first Contract Year shall begin on the date the Authority commences to provide waste disposal services to the Municipality pursuant to this Agreement and end at 12:00 P.M., prevailing time, on the following June 30.

"Cost of Operation" shall mean, with respect to any period, the sum of all costs and expenses of the Authority resulting from or necessitated by the ownership, operation and maintenance of and renewals and replacements to the System or the rendering of services by the Authority pursuant hereto, including, but not limited to the following items of cost or expense:

(a) expenses of operation and maintenance of the System whether or not incurred under an Operating Contract, including, without limitation, insurance, taxes, municipal charges or payments in lieu thereof, renewals, replacements, repairs, extensions, enlargements, alterations or improvements;

(b) any amounts to be paid or accrued to retire the principal of, pay the interest or redemption premiums, if any, or other costs of all Bonds from time to time outstanding;

(c) the amounts of any deficits of the Authority resulting from the failure to receive sums payable to the Authority by any Municipality or any person, partnership, firm or public or private corporation, with respect to services provided by the Authority, or to the System, when and as due;

(d) amounts necessary to maintain such reserves or sinking funds to provide for expenses of operation and maintenance of the System or for any interest, principal, redemption premium or cost payment due or to become due on the Bonds or for any purpose deemed necessary or desirable by the Authority; and

(e) all other costs of accepting, delivering, storing, disposing and marketing of Solid Waste and Recovered Products (including, but not limited to, ordinary operation and maintenance costs) not accounted for by payments out of the funds and reserves maintained by the Authority under the Bond Resolution and properly chargeable to the System in accordance with generally accepted accounting principles, as well as an Authority administrative fee in consideration of costs of management or administration of the System and the responsibility of the Authority pursuant to obligations to the Municipalities or related System undertakings, as determined by the Authority.

"Cost of System" shall mean all costs of acquisition, construction, financing and placing in operation of the System, heretofore or hereafter paid or approved, consistent with the definition of Cost of System as found in the Bond Resolution, and shall include, but shall not be limited to, funds required for the acquisition, construction, financing and placing in operation of the transfer stations, the Facility, the disposal site or sites, and of facilities for the storage and processing of fuel and such other costs as the Authority may determine in accordance with the Act.

"District" shall mean the Metropolitan District Commission, a Connecticut body politic or any public agency which shall succeed to its obligations pursuant to the contract between the District and the Authority.

"Facility" shall mean the Authority's resources recovery facilities constituting a part of the System and located in Hartford, Connecticut.

The "Minimum Commitment" of each Municipality shall mean:

(a) for the first Contract Year (which may be a partial fiscal year), the amount in tons of acceptable Solid Waste (as hereinafter provided in Section 302) to be delivered by such Municipality to the System, as estimated by the Authority and approved by the Authorized Representative of the Municipality;

(b) for the second Contract Year of services rendered pursuant to Article III hereof, and each subsequent Contract Year, the amount in tons of acceptable Solid Waste (as hereinafter

provided) to be delivered by such Municipality to the System which amount is set forth opposite the name of the Municipality in Column A in Exhibit "A" as attached and incorporated herein; provided, however, that in the event that the Municipality anticipates that it will not for good cause established be capable of satisfying such Minimum Commitment for any subsequent Contract Year, it shall so inform the Authority not later than 180 days prior to the beginning of such Contract Year and the Municipality's Minimum Commitment for such Contract Year shall be such lesser amount in tons of such acceptable Solid Waste, if any, to be delivered to the System as established by the Authority in its sole discretion. In no event shall the Minimum Commitment of the Municipality be reduced so as to cause, individually or in conjunction with any adjustments by other Municipalities, the Aggregate Minimum Commitment to fall below that Aggregate Minimum Commitment as in effect on the Commercial Operation Date.

"Aggregate Minimum Commitment" of all of the Municipalities for any Contract Year shall mean the aggregate of the Minimum Commitments of all of the Municipalities for such Contract Year.

"Month" shall mean a calendar month.

"Municipalities" shall mean all political subdivisions of the State which have signed a contract for Solid Waste Management services with the Authority with respect to the System.

"Net Cost of Operation" shall mean the Cost of Operation less Revenues and less such other receipts (other than Service Payments) of the System with respect to any relevant period which result from the ownership or operation of the System or any renewals or replacements to the System, or which result from the rendering of Services by the Authority pursuant hereto.

"Operator" shall mean any company, person or entity which executes an Operating Contract with the Authority.

"Operating Contract" shall mean an agreement for construction, operation and marketing or other function, for the System or any portion thereof by and between the Authority and any person.

"Recovered Products" shall mean the materials or substances including energy which result from the processing of Solid Waste in the System.

"Revenues" shall mean proceeds received from the sale or other disposition of Recovered Products and receipts from other than Municipalities.

"Service Payments" shall mean, with respect to any Municipality, the amount due the Authority pursuant to this Contract, to pay or provide for the Net Cost of Operation, to be determined by the application of the greater of the Minimum Commitment of such Municipality or the actual tons of Solid Waste delivered by such Municipality and accepted by the System for any period. "Aggregate Service Payments" of all of the



Municipalities shall mean, with respect to any period, the aggregate of the Service Payments of all of the Municipalities for such period.

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

"State" shall mean the State of Connecticut.

"System" shall mean the "System", not inconsistent with the definition of such term as contained in the Bond Resolution, and including the Facility, transfer stations, disposal site or sites and such alternative site or sites, for processing or disposal of Solid Waste.

"Trustee" shall mean the Trustee under the Bond Resolution, and its successor or successors and any other corporation which may at any time be substituted in its place pursuant to the Bond Resolution.

SECTION 102. General Definitions and Construction. As used in this Contract, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;

(b) all other terms used herein which are defined in the Bond Resolution, either directly or by reference therein, have the meanings assigned to them therein;

(c) 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; and

(d) the words "herein", "hereof" and "hereunder" and words of similar import refer to this Contract as a whole and not to any particular Article, Section or other subdivision.

## ARTICLE II

### PHASE I SERVICES

SECTION 201. Services. Commencing on July 1, 1982, or such other mutually agreeable date, prior to Commercial Operation Date, the Authority shall provide to the Municipality, in the event that the Municipality shall have elected to receive such services by evidencing its election by notice to the Authority in accordance with the requirements of Section 206, Solid Waste disposal services as described in this Article II. It is understood that such Solid Waste disposal services shall include:

(a) The non-exclusive use of an Authority Transfer Station or disposal site or sites;

(b) The removal from such Transfer Station of all of the Acceptable Solid Waste brought to the Transfer Station by or on behalf of the Municipality. For purposes of this Article, the term "Acceptable Solid Waste" means those solid waste materials adjudged suitable by the Authority, consistent with regulations of the Department of Environmental Protection (DEP) for inclusion in a landfill pursuant to the provisions of Section 19-524-6 of the Connecticut State Regulations as amended from time to time and which are processible by the Transfer Station equipment; and

(c) The disposal of the Acceptable Solid Waste in accordance with all requirements imposed thereon by Federal and State authorities having jurisdiction.

SECTION 202. Solid Waste Charges. In consideration of the services described in Section 201, the Municipality shall pay to the Authority Service Payments, made and imposed by the Authority, in accordance with payment terms as established by the Authority. Such Service Payments shall at all times be such that the receipt by the Authority of all such Service Payments from the Municipalities shall be sufficient to pay or provide for Net Cost of Operation. The Service Payments applicable to the Municipality shall be uniform as to rate per ton of Solid Waste for the Municipalities.

SECTION 203. Undertaking. Anything contained in Article II to the contrary notwithstanding, it is understood that the Municipality represents to the Authority (without undertaking a Minimum Commitment), that not less than such number of tons of Acceptable Solid Waste, as set forth opposite the name of the Municipality on Exhibit "A" as attached hereto and incorporated herein, each Contract Year will be delivered to the Authority from all sources.

SECTION 204. Phase 1 Bills. The Authority under this Article II shall provide the Municipality with an invoice for the Service Payments for the preceding payment period within fifteen (15) days after the end of such period and the Municipality shall pay the amount of such invoice within twenty (20) days after the date of such invoice.

SECTION 205. Failure to Pay Bill. If payment in full of any bill rendered by the Authority is not made on or before the close of business on the twentieth (20th) day following the date of invoice, a delayed-payment charge at the prime rate on the unpaid amount due will be made as from time to time established by the commercial bank serving either as the Trustee or, in the event the Bonds shall not have been issued by such date, as designated by the Authority. If said twentieth (20th) day is a Sunday or a holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayed-payment charge. The Authority may, whenever any amount due

remains unpaid subsequent to the thirtieth (30th) day after the due date; provided at least thirty (30) days' advance notice in writing has been given, discontinue accepting Solid Waste from the Municipality until such bill and any subsequent payments which have become due are paid. No such discontinuance shall relieve the Municipality from any of its obligations under this Contract.

SECTION 206. Election. The Municipality may elect to receive services provided pursuant to this Article in accordance with this section. In order to receive such services the Authorized Representative of the Municipality, shall notify the Authority in writing of its desire to receive such services and shall provide the representation called for by Section 203. Upon receipt of such notice and representation, the Authority shall provide such services at a date mutually agreed upon. Failure by the Municipality of any election by it pursuant to this Section, shall not relieve or deprive the Municipality of any other obligation or right pursuant to this Contract.

ARTICLE III

SYSTEM AND SERVICES TO BE PROVIDED

SECTION 301. Responsibilities of Authority and Municipality.

(a) The Authority shall in accordance with the terms of this Contract, receive and dispose of Solid Waste from the Municipality.

(b) The Authority shall with all due diligence and practicable speed cause to be prepared and completed plans for the construction and financing of the System, and upon completion of such financing or the making of arrangements therefor satisfactory to the Authority, shall use its best efforts to cause the System to be constructed and completed. The Authority shall also do such other acts and things as are necessary and desirable to entitle it to receive and collect at the earliest practicable time Service Payments from the Municipality pursuant to this Contract. The Authority will thereafter operate and maintain, alter, improve, renew and replace, and to the extent feasible, enlarge and extend the System so as to dispose of all Solid Waste delivered to and accepted by the System pursuant to this Contract.

(c) The Municipality shall cause to be delivered to the System upon the direction of the Authority all the Solid Waste under the control of the Municipality exercisable pursuant to its statutory authority or encompassed under its municipal collection program; and

(d) Upon the terms and conditions hereinafter stated, the Municipality shall pay the Service Payments, for the disposal of such Solid Waste.

SECTION 302. Requirements Regarding Solid Waste. Notwithstanding any other provisions of this Contract the Municipality agrees that the Solid Waste to be delivered to the System or any portion thereof shall meet each of the following requirements:

(a) must be Solid Waste emanating from within the corporate boundaries of the Municipality, provided that nothing herein shall preclude the Municipality from cooperating with any other Municipalities either through Municipal Collection or Contract Collection as defined in Section 22a-207(14) and (15) of the Connecticut General Statutes, as in effect as of the date hereof, for delivery of Solid Waste emanating from any such Municipality, being delivered in one bulk to the System provided the Authority is informed of the arrangement, including the appropriate method of allocating the Solid Waste among such Municipalities;

(b) must not be of such a quantity, quality or other nature as to materially impair the operation or capacity of the System or any portion thereof, normal and reasonable wear and usage excepted;

(c) must not be of such a quantity, quality or other nature as to materially impair the strength or the durability of the structures, equipment, or works which are a part of the System or any portion thereof;

(d) must not be of such a quantity, quality or other nature as to create flammable or explosive conditions in the System or any portion thereof;

(e) must not contain chemical or other properties which are deleterious, as determined by the Authority or capable of causing material damage to any part of the System or to personnel; and,

(f) must not include any hazardous or toxic substance as defined by applicable Federal promulgation, except to the extent permitted by the Authority, from time to time, in writing at such points and under such conditions as the Authority shall prescribe.

SECTION 303. Compliance with Requirements. The Municipality will cause all Solid Waste at any time delivered directly or indirectly to the System by it or on its behalf to comply with any requirements of the Authority as permitted by law. In all cases where such requirements involve technical or scientific analyses or determinations, the Authority shall have final authority as to methods, standards, criteria, significance, evaluation, and interpretation of such analyses and determinations. The Municipality will permit no new deliveries and will discontinue existing deliveries of Solid Waste of the Municipality by the Municipality or by others which includes any Solid Waste that does not comply with such requirements of the Authority. The Authority may from time to time make a determination of the respects in which Solid Waste delivered to the System by or on behalf of the Municipality is not in compliance with such requirements then in effect. A copy of said determination shall be mailed to the Municipality at its usual place of business and for all purposes of this Contract shall be conclusively deemed to have been made



in accordance with this Article and to be correct at the expiration of sixty (60) working days after such mailing unless within such period of sixty (60) working days the Municipality shall have filed with the Authority an objection thereto stating that such determination is incorrect and stating the changes therein which should be made in order to correct such determination.

The Authority shall thereafter accept or reject the Municipality's correction and/or objection in a timely manner. Notice of the Authority's decision shall be mailed to the Municipality at its usual place of business within three (3) working days of the date of decision.

Where the Authority has rejected all or any portions of the Municipality's corrections and/or objection, and the parties have agreed to forego their right to submit the matter to arbitration as envisioned by Section 617 of the contract, then said Authority, acting by its designated hearing officer, shall notify the Municipality of and thereafter conduct a full and meaningful hearing upon the matter. Said hearing shall be scheduled to take place within a reasonable period of time following the date upon which notice of the Authority's request has been mailed to the Municipality in question.

The Municipality shall be accorded a full and meaningful opportunity to participate in said hearing and to therein present such evidence and/or testimony as may be material to the course of proceedings.

Following said hearing, the hearing officer shall draw a Memorandum of Decision which shall include, but not be limited to, findings of fact and a statement of conclusion. Said Memorandum of Decision shall be rendered and mailed to the Municipality at its usual place of business in a timely fashion.

Said hearing officer's Memorandum of Decision shall be considered a final adjudication of the issues unless, within 30 days from the date of such decision, a party commences an action in the Superior Court of the State of Connecticut as provided by the Connecticut General Statutes.

Solid Waste which does not conform to such requirements as provided in Section 302 and Section 303, for the purposes of this Contract, is deemed not accepted by the System, whether or not delivered to the System.

SECTION 304. Non-Exclusive Use. The Municipality shall not have any right or claim to the exclusive use of the System or any portion thereof.

ARTICLE IV

SERVICE PAYMENTS

SECTION 401. Service Payments.

(a) The Authority will make and impose Service Payments with respect to all Solid Waste accepted from the Municipality, any other municipality, authority, county, person, partnership, firm or public or private corporation, delivered to and accepted by the Authority in accordance with this Contract. Such Service Payments may and shall at all times be such that the receipt by the Authority of the Aggregate Service Payments from the Municipalities shall be sufficient to pay or provide for the Net Cost of Operation. The Service Payments applicable to the Municipality for the uniform as to rate per ton of Solid Waste for the Municipalities.

(b) Not less than 120 days prior to the commencement of each Contract Year, the Authority shall estimate the (i) the Service Payments to be paid by the Municipality for such Contract Year and (ii) the Annual Budget for the System, and submit such information within the specified time to the Authorized Representative of the Municipality.

(c) The Municipality, after the receipt of such estimate, shall make all budgetary and other provisions or appropriations necessary to provide for and to authorize the payment by the

For the purpose of determining Service Payments for each Billing Period the Minimum Commitment of the Municipality for each Contract Year shall be equally allocated to each Billing Period and such Service Payments shall be adjusted cumulatively against actual tonnage at the end of each billing period during such Contract Year.

SECTION 403. Failure to Pay Bill. If payment in full of any bill rendered by the Authority is not made on or before the close of business on the thirtieth (30th) day following the date of invoice, a delayed-payment charge at the prime rate on the unpaid amount due will be made, as from time to time established by the commercial bank serving either as the Trustee or, in the event the bonds shall not have been issued by such date, as designated by the Authority. If said thirtieth (30th) day is a Sunday or a holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayed-payment charge. The Authority may, whenever any amount due remains unpaid subsequent to the thirtieth (30th) day after the due date; provided at least thirty (30) days' advance notice in writing has been given, discontinue accepting Solid Waste from the Municipality until such bill and any subsequent payments which have become due are paid. No such discontinuance shall relieve the Municipality from any of its obligations under this Contract.

ARTICLE V

COVENANTS BY AUTHORITY AND PLEDGE OF STATE

SECTION 501. Records and Accounts. The Authority shall keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of the transactions of the Authority relating to the System, including records of the quantity, quality and other characteristics of Solid Waste delivered by the Municipality and all other users of the System and accepted by the Authority. Such books shall at all reasonable times be subject to the inspection of the Authorized Representative of the Municipality.

SECTION 502. Scale and Tests. The Authority will provide, install and use scales or other devices or methods for determining the quantity, quality and other characteristics of all Solid Waste which shall be delivered and discharged into the System by the Municipality and all other users of the System and accepted by the Authority.

SECTION 503. Right of Inspection. Subject to the provisions of the Operating Contract, the Authority covenants and agrees to permit duly Authorized Representative of the Municipality to enter the System at all times during usual business hours for the purpose of inspecting the same.

SECTION 504. Insurance. The Authority shall at all times maintain or cause to be maintained with responsible insurers all such insurance as is customarily maintained with respect to facilities of like character to the System and as may be reasonably required and obtainable within limits and at costs deemed reasonable by the Authority against loss or damage to the System, against use and occupancy, and against public and other liability to the extent at least reasonably necessary to protect the interest of the Authority and each Municipality.

SECTION 505. Certain Provisions Executory. The provisions of this Contract requiring expenditure of monies by the Authority shall be deemed executory to the extent that the Authority shall have monies legally available for such purposes, and no monetary liability on account thereof shall be incurred by the Authority beyond monies legally available for such expenditures. The Authority shall not be deemed to be in default of this Contract if the construction or operation of the System shall be delayed or interrupted by the inability of the Authority or others to issue Bonds to secure needed labor or materials, or by stormy or inclement weather which delays completion or impairs operation of the Project, or by strikes, labor disputes, lockouts or like trouble among personnel which delay construction or impair operation of the System, or by acts of God or the common enemy, or by acts or neglect of the Municipality or its agents or employees, or by regulations or

restrictions imposed by any governmental agency or authority, or by fire or other similar catastrophe or other similar delay beyond the control of the Authority, its agents or contractors.

SECTION 506. Effect of Breach. Failure on the part of the Authority in any instance or under any circumstances to observe or fully perform any obligation assumed by or imposed upon it by the Contract or by law shall not make the Authority liable in damages to the Municipality or, so long as the Authority shall render services of accepting Solid Waste delivered by the Municipality pursuant to this Contract, relieve the Municipality of its obligations to make payments pursuant hereto or to fully perform any other obligation required of it under the Contract. The Authority specifically recognizes that the Municipality is entitled to sue the Authority for injunctive relief, mandamus, specific performance or to exercise such other legal or equitable remedies, not herein excluded, to enforce the obligations and covenants of the Authority under this Contract. The Municipality specifically understands that the Operating Contract is not intended to confer upon any person other than the Operator, the Authority or the Trustee any rights or remedies by reason of such Contract except as expressly provided therein.

SECTION 507. Pledge of State. In accordance with the Act the Authority hereby includes the following pledge and undertaking for the State of Connecticut:

The State of Connecticut hereby pledges to and agrees with the Municipality and with any assignee of any right of the Authority under this Contract that the State will not limit or alter the rights hereby vested in the Authority until this Contract is fully performed on the part of the Authority provided nothing contained in this Section shall preclude such limitation or alteration if and when adequate provision shall be made by law for the protection of the Municipality and any such assignee. (Section 18 of the Act.)

ARTICLE VI

MISCELLANEOUS

SECTION 601. Effective Date and Duration of Contract - Extension Option.

(a) This Contract shall be in full force and effect and be legally binding upon the Authority and Municipality upon its execution by the Authority and the Municipality for Phase I Services; and, for Phase II services, upon the execution by the Authority and other municipalities of contracts substantially the same as this Contract.



(b) Upon the retirement of all Bonds and the satisfaction of all obligations with respect thereto, the Municipality shall have the option, exercisable by it in writing not less than one hundred and eighty (180) days subsequent to receipt of notice from the Authority of the date of such retirement, to continue to receive disposal services from the Authority upon terms and subject to conditions no less favorable than those accorded any party receiving such services in respect to the System.

(c) The term of this Contract and each and every provision hereof shall remain in full force and effect so long as any Bond or Bonds or any sums for interest or principal thereon remain outstanding. The last installment of principal on such Bond or Bonds shall become due not later than thirty (30) years from the effective date of this Contract.

SECTION 602. Solid Waste Segregation Programs. The Authority and the Municipality agree that no provision of this Contract as initially executed is intended to either discourage or prohibit either voluntary or locally ordained Solid Waste segregation programs or the sale of such segregated materials to private persons. The Authority shall cooperate with the Municipality in the inauguration or extension of such a Solid Waste segregation program by the Municipality. Pursuant to the Act, the Authority reserves the right to amend this Contract in the event that the Authority has determined, based upon a feasibility report prepared

by the Consulting Engineer and filed with the Authorized Representative of the Municipality, that reduced Service Payments charged to the Municipality should result in its total cost of solid waste management including Service Payments paid to the Authority to be less without presegregation than with it.

SECTION 603. Obligation of Municipality to Make Payments. The Municipality hereby pledges the full faith and credit of the Municipality for the payment of all Service Payments to be made pursuant to this Contract and any other payments consisting of delayed-payment charges and costs and expenses of the Authority, and its representatives in collecting overdue payments to be made by the Municipality under this Contract. The Municipality agrees that its obligation to make any such Service Payments and such other payments in the amounts and at the times herein specified, whether to the Authority or the Trustee, shall be absolute and unconditional, shall not be subject to any setoff, counterclaim, recoupment, defense (other than payment itself) or other right which the Municipality may have against the Authority, the Trustee or any other person for any reason whatsoever, shall not be affected by any defect in title, compliance with the plans and specifications, condition, design, fitness for use of, or any damage to or loss or destruction of, the System or any part thereof, and, so long as the Authority shall

accept Solid Waste delivered by the Municipality pursuant to this Contract, shall not be affected by any interruption or cessation in the possession, use or operation of the System or any part thereof by the Authority or the Operator for any reason whatever.

SECTION 604. Default of the Municipality and Remedies of Authority.

The Authority shall have all the remedies prescribed by law and by this Contract for the enforcement of collection of any payments to be made by the Municipality under this Contract, including the right to refuse to accept Solid Waste from the Municipality. Notwithstanding the initiation or continuance of any of such remedies, the Municipality shall remain obligated to make the payments required to be made by it under this Contract. The Municipality shall be deemed to be in default hereunder if for a period of thirty (30) days after the due date of any payment by it hereunder the Municipality shall fail to pay the full amount of such payment.

SECTION 605. Levy of Taxes and Cost Sharing or Other Assessment.

To the extent that the Municipality shall not make provisions or appropriations necessary to provide for and authorize the payment by the Municipality to the Authority of the payments required to be made by it hereunder, the Municipality shall levy and collect such general or special taxes or cost sharing or other assessments as may be necessary to make such payments in full when due hereunder.

SECTION 606. Enforcement of Collections. The Municipality will diligently enforce or levy and collect all taxes, cost sharing or other assessments or fees, rentals or other charges for the collection of Solid Waste, and will take all steps, actions and proceedings for the enforcement and collection of such taxes, cost sharing or other assessments or fees, rentals or other charges lawfully levied, which shall become delinquent, to the full extent permitted by the laws of the State.

SECTION 607. Disputes on Billing. In the event of any dispute as to any portion of any bill, the Municipality shall nevertheless pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of the disputed bill, give written notice of the dispute to the Authority. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges until notice is given as aforesaid. The provisions for dispute resolution as set forth in Section 617 hereof shall apply to any such unresolved dispute.

SECTION 608. Further Assurances. At any and all times the Authority and the Municipality (so far as it may be authorized by law) shall pass, make, do, execute, acknowledge, and deliver any and every such further

resolution or ordinance, respectively, acts, deeds, conveyances, assignments, transfers, and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning, and confirming all and singular the rights, Service Payments and other funds pledged or assigned, or intended so to be, or which the Authority or Municipality, as the case may be, may heretofore or hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of any such resolution or ordinance and to comply with the Act. The Authority and the Municipality shall each, at all times, to the full extent permitted by law, defend, preserve, and protect the pledge of the Service Payments, and other funds pledged heretofore and hereafter and all the rights of every holder of any Bond against all claims and demands of all persons whomsoever.

SECTION 609. Limitations Upon Consent. Whenever under the terms of this Contract the Authority is authorized to give its written consent, the Authority in its discretion may give or may refuse such written consent and, if given, may restrict, limit, or condition such consent in such manner as it shall deem advisable.

SECTION 610. Form of Consent. All consents of any party required under this Contract shall be given in writing. Whenever under the terms of this Contract the Authorized Representative of the Municipality is

authorized to give consent, such consent may be given and shall be conclusively evidenced in such manner as is required by law. Whenever, under the terms of this Contract, the Authority is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a certified copy executed by its President and under its seal, of a duly authorized act of the Authority giving such consent.

SECTION 611. Notices, Documents and Consents. All notices required to be given or authorized to be given by any party pursuant to this Contract shall be in writing and shall be served personally or sent by registered mail to the Authorized Representative of the Municipality and its Chief Executive Officer, respectively.

SECTION 612. Conformity with Laws. Each party hereto agrees to abide by and to conform to all applicable laws of the United States of America, the State or any political subdivision thereof having any jurisdiction in the premises. Nothing in this Section contained, however, shall require any party hereto to comply with any law the validity or applicability of which shall be contested in good faith and, if necessary or desirable, by appropriate legal proceedings.

SECTION 613. Nonassignability. Except as specifically set forth herein, no party to this Contract may assign any interest herein to any person without the consent of the other party hereto, and the terms of

this Contract shall inure to the benefit of and be binding upon the respective successors of each party hereto. Nothing herein contained, however, shall be construed (i) as preventing the reorganization of any party hereto nor as preventing any other body corporate and politic succeeding to the rights, privileges, powers, immunities, liabilities, disabilities, functions and duties of a party hereto, as may be authorized by law, in the absence of any prejudicial impairment of any obligation of contract hereby imposed or (ii) as precluding the assignment by the Authority, for the benefit of the holders of the Bonds, of its rights and obligations hereunder, of any or all of the monies to be received hereunder or of the proceeds of the Bonds. The Municipality specifically agrees to the assignment thereof to the Trustee.

SECTION 614. Amendments. Subject to and in accordance with the Bond Resolution, and the specific provisions hereof permitting amendment, this Contract may be amended from time to time by written agreement, duly authorized and executed by the parties hereto.

SECTION 615. No Vested Rights. The Municipality shall not acquire any vested or ownership rights in the System by reason of this Contract; provided, however, that in the event of a disposition or liquidation of the System, as provided by law for the disposition of public property, the Municipality shall receive a payment or payments as determined by the Authority consistent with the Municipality's interest therein, if any.

SECTION 616. Severability. If any provision of this Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Contract and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

SECTION 617. Resolution of Dispute.

(a) All disputes, disagreements and questions arising between the parties to this Agreement shall be adjudicated, either by arbitration or litigation, as provided in sub-section (b) below. Whether or not specific provision is hereinbefore made, arbitration shall be conducted in the manner specified in this Section.

(b) Each party shall give written notice to the other of the existence and nature of any dispute in sufficient detail and shall choose either arbitration or litigation as the dispute resolution mechanism. If, within fifteen (15) days, the dispute is not resolved to the satisfaction of both parties or the parties cannot agree upon litigation or arbitration, then either party may initiate litigation. If arbitration is mutually agreed upon, the party serving notice of such dispute shall appoint a person to serve as one of the arbitrators and so advise the other party in writing. Within fifteen (15) days thereafter, the other party shall by



written notice appoint a second person as an arbitrator and the two thus appointed shall select a third arbitrator to serve as Chairman of the panel of arbitrators; and such three arbitrators shall as promptly as possible determine such matters by majority vote; provided, however, if the two arbitrators appointed by the parties shall be unable to agree upon the appointment of the third arbitrator within fifteen (15) days after the appointment of the second arbitrator, both shall give written notice of such failure to agree to the parties, and, if the parties fail to agree upon the selection of such third arbitrator within fifteen (15) calendar days after the arbitrators appointed by the parties give notice as aforesaid, then within ten (10) calendar days thereafter any one of the parties upon written notice to the other party may request such appointment from and pursuant to the rules of the American Arbitration Association.

(c) Any party hereto shall be entitled to present evidence and argument to the arbitrators. Such arbitration shall be held in the City of Hartford, State of Connecticut in accordance with the prevailing rules of the American Arbitration Association.

(d) The arbitrator or arbitrators shall have the right only to interpret and apply the terms of this Agreement and may not change any such terms or deprive any party hereto of any right or remedy provided in this Agreement.

(e) The determination of the majority of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The majority of the arbitrators shall give written notice to the parties stating their determination and shall furnish to each party a copy of such determination signed by them or him.

(f) The expenses of arbitration shall be borne equally by the parties to the arbitration, except if otherwise determined for good cause by the arbitration panel. The arbitration expenses to be paid by the parties under this Section shall be limited to the fees of the arbitrators, administration costs of the arbitration hearings and similar items. Each party shall pay its own direct costs with respect to the arbitration such as counsel fees, expert witness fees and similar items.

(g) During the pendency of the arbitration the parties hereto will continue to perform their respective obligations under this Agreement.

SECTION 618. Execution of Documents. This Contract shall be executed in two (2) or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other action as is necessary to give effect to the terms of this Contract.

SECTION 619. Waiver. No waiver by either party of any term or condition of this Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any other breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Contract. Making payments pursuant to this Contract during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any claims or defenses of the party making such payment.

SECTION 620. Remedies. Except as limited herein and if permitted by law, this Contract shall be specifically enforceable by any party hereto.

SECTION 621. Entirety. This Contract merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers as of the day and year first hereinabove set forth.

WITNESS

\_\_\_\_\_  
\_\_\_\_\_

(SEAL)

WITNESS

\_\_\_\_\_  
\_\_\_\_\_

(SEAL)

MUNICIPALITY

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Keeper of the Seal

\_\_\_\_\_  
Chairman, Connecticut Resources  
Recovery Authority

\_\_\_\_\_  
President, Connecticut Resources  
Recovery Authority

Exhibit "A"

MID-CONNECTICUT RESOURCE RECOVERY PROJECT  
COMMITMENT OF MINIMUM TONNAGE BY MUNICIPALITY

1. As defined in Section 101 of the Municipal Solid Waste Management Services Contract between this Municipality and the Connecticut Resources Recovery Authority dated \_\_\_\_\_, and as mutually agreed upon by this municipality and the Authority, this document establishes the Minimum Commitment of the \_\_\_\_\_ of \_\_\_\_\_ tons per year.
2. This document is to be attached to and incorporated into the herein referenced Municipal Solid Waste Management Services Contract.

WITNESS

MUNICIPALITY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chief Executive Officer

(Seal)

\_\_\_\_\_  
Keeper of the Seal

WITNESS

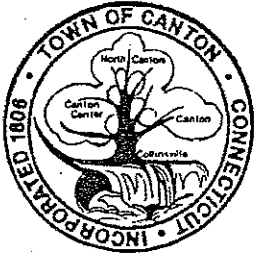
CONNECTICUT RESOURCES RECOVERY AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman

(Seal)

\_\_\_\_\_  
President



## Town of Canton

4 Market Street, Collinsville, Connecticut 06022

see LKKA contract  
Lynde minimum committee

November 16, 1984

Gerald H. Toney, Jr.  
Project Manager  
Mid-Connecticut Project, CRRA  
179 Allyn Street, Suite 603  
Hartford, Ct. 06103

Dear Gerry:

Here is our Exhibit A to our contract with CRRA. We are committing to 5400 tons, our actual tonnage as compiled from our CRRA bills for the Hartford dump.

Sincerely,

Samuel S. Humphrey  
First Selectman

SSH:kc

P.S. The town attorney has the amendments. I'll get on it when I get back from a trip in a couple weeks.

cc: E. Inglis, Town Attorney  
K. Wassall, Town Engineer

MID-CONNECTICUT RESOURCE RECOVERY PROJECT  
COMMITMENT OF MINIMUM TONNAGE BY MUNICIPALITY

- As defined in Section 101 of the Municipal Solid Waste Management Services Contract between this Municipality and the Connecticut Resources Recovery Authority dated Sept. 16, 1982, and as mutually agreed upon by this municipality and the Authority, this document establishes the Minimum Commitment of the Town of Canton to be 5400 tons per year.
- This document is to be attached to and incorporated into the herein referenced Municipal Solid Waste Management Services Contract.

WITNESS

MUNICIPALITY

Robert Bernth Wassall

Samuel S. Humphrey  
Chief Executive Officer

\_\_\_\_\_

Sturley C. Korpigal  
Keeper of the Seal

(Seal)

WITNESS

CONNECTICUT RESOURCES RECOVERY AUTHORITY

\_\_\_\_\_

\_\_\_\_\_ Chairman

\_\_\_\_\_

\_\_\_\_\_ President

(Seal)

THE MID-CONNECTICUT PROJECT

May 22, 1984

Mr. Raynald E. Bergeron  
First Selectman  
4 Market Street  
P.O. Box 168  
Collinsville, CT 06022

Dear Mr. Bergeron:

A review of our files has revealed that while the Authority does have an executed Mid-Connecticut Municipal Services Agreement with Canton, we do not have Exhibit A to the contract which provides for your town's minimum commitment of waste.

For your convenience, I have attached a minimum commitment form which I would appreciate your filling out and returning to me as soon as possible. Of course, I would like to discuss the matter with you prior to your making a commitment.

If I can be of any assistance, please do not hesitate to call upon me.

Sincerely,

*Gerald H. Toney, Jr.*

Gerald H. Toney, Jr.  
Project Manager

GHTjr:dls  
Attachment

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File: CRRA Contract

**DAY, BERRY & HOWARD**

*Counselors at Law*  
Hartford, Stamford, and Boston

City/Place  
Hartford  
Connecticut 06103-3499  
Telephone (203) 275-0100  
Telex 99324

Encs: A 1000 B  
275-0100

January 18, 1985

Connecticut Resources Recovery Authority  
Professional Building  
179 Allyn Street  
Hartford, Connecticut 06103

Re: Municipal Solid Waste Management  
Services Contract (CRRA/MDC);  
DB&H File No. 13503-07600

Gentlemen:

I am the Town Attorney for the Town of Canton. This opinion is being rendered to you in connection with the issuance and sale by the Connecticut Resources Recovery Authority (the "Authority") of \$315 Million aggregate principal amount of its Mid-Connecticut Bonds, Series A (the "Bonds").

In my capacity as the Town Attorney for the Town of Canton, I am familiar with the affairs of the Town and have examined (and am familiar with) the ordinances and public records of the Town. I have also examined the Service Contract between the Town and the Authority dated as of September 16, 1982, as amended to the date of this opinion (collectively, the "Service Contract").

In connection with the foregoing transactions, I have examined such documents, public records, certificates of public officials, and matters of law as I have considered relevant and necessary as the basis for the opinion hereinafter set forth. Based on the foregoing, it is my opinion that:

(a) The Town had, and has, the right and power under the Constitution and Statutes of the State, including the Connecticut Solid Waste Management Services Act (Chapter 446e of the General Statutes), to enter into and execute the Service Contract and perform all of its obligations thereunder.

(b) The Service Contract has been duly authorized and executed by the Town and is a valid and legally binding instrument in accordance with its terms, obligating the Town to make payment to the Authority of Service Payments as provided in the Service

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DAY, BERRY & HOWARD

Connecticut Resources Recovery Authority

January 18, 1985

Page Two

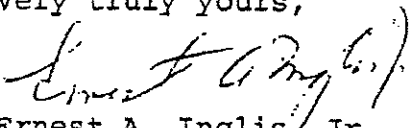
Contract for the disposal of, and recovery of, resources from certain solid waste originating in the Town through the System (as defined in the Service Contract). No other authorization for the execution of the Service Contract by the Town is required.

(c) The Town has legally and validly pledged its full faith and credit for the payment of Service Payments under the terms of the Service Contract. The obligation to make such payments on the terms and conditions set forth in the Service Contract constitutes the valid, binding, direct and general obligation of the Town for which the Town has power to levy general or special taxes, without limitation of rate or amount.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to my best knowledge, threatened against the Town questioning or affecting the creation, existence or organization of the Town or the titles of its officers to their respective offices, or seeking to prohibit, restrain, or enjoin the payment of monies under the Service Contract, or in any way contesting or affecting the validity or enforceability of the Service Contract, or contesting the power of the Town to execute the Service Contract or to make such payments; nor, to the best of my knowledge, is there any basis therefor wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Service Contract.

All counsel furnishing opinions in connection with this transaction may rely on this letter as if it were specifically addressed to them.

Very truly yours,

  
Ernest A. Inglis, Jr.

EAI, Jr./bfp

cc: Mr. Samuel S. Humphrey,  
First Selectman

AMENDMENT NO. 1 TO THE  
CONTRACT  
between  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
and  
THE *Town of Canton*  
A MUNICIPALITY OF  
THE STATE OF CONNECTICUT  
TO PROVIDE SOLID WASTE MANAGEMENT SERVICES

WHEREAS, the Connecticut Resources Recovery Authority and the Town of *Canton* executed and delivered a certain contract for the purpose of providing solid waste management services, dated the *16<sup>th</sup>* day of *Sept*, 1982 (the "Contract");

WHEREAS, the parties to the Contract desire to amend the Contract;

NOW, THEREFORE, it is agreed that the Contract is hereby amended, changed and modified by the following Amendment No.1 to the Contract, with the express agreement that all other terms, conditions and stipulations not specifically referenced in this Amendment No. 1 of the Contract shall remain in full force and effect without any change or modification whatsoever:

1. The first two "whereas" clauses on page two of the Contract are deleted and the following substituted:

WHEREAS, Section 22a-220 of the Connecticut General Statutes provides in part, that:

"Each municipal authority shall make provisions for the safe and sanitary disposal of all solid wastes which are generated within its boundaries, including septic tank pumpings, sludge from water pollution abatement facilities and water supply treatment plants, solid residues and sludge from air pollution control facilities and solid wastes from commercial, industrial, agricultural and mining operations, but excluding wastes which are toxic or hazardous."

WHEREAS, Section 22a-275(b) of the Connecticut General Statutes states that:

"Any municipal or regional authority having a solid waste management plan that is required, pursuant to the provisions of chapter 446b, to be in conformity with the state solid waste management plan, and which municipal or regional plan provides that the disposition of the solid wastes of said municipality or region shall be accomplished through the use of state or regional facilities providing adequate resources recovery and large-scale waste disposal processing, is hereby authorized to enter into a long-term contract for such services with the authority, to pay any reasonable fees and charges established by the authority for such services, and, further, to pledge the full faith and credit of the municipal or regional authority for the payment of such fees and charges."

2. The sixth and eighth "whereas" clauses on page three of the Contract are deleted and the following substituted:

WHEREAS, the Municipality has determined that the approval of this contract effectuates and constitutes a regional solid waste management plan (the "Plan") for such Region and the Plan was prepared and will be approved by the Commissioner of Environmental Protection in conformity with the provisions of Chapter 446d of the Connecticut General Statutes.

WHEREAS, the Connecticut Resources Recovery Authority established pursuant to the Connecticut Solid Waste

Management Services Act, being Public Act 73-459 of the General Assembly of the State, 1973 Regular Session, codified as Chapter 446e of the Connecticut General Statutes (the "Act"), has the responsibility for implementing solid waste disposal and resources recovery systems and facilities and solid waste management services where necessary and desirable throughout the State in accordance with the State Solid Waste Management Plan and applicable statutes and regulations.

3. The definition of "Board" in Article I, Definitions, Section 101, Specific Definitions is deleted.

4. The definition of "Minimum Commitment" in Article I, Definitions, Section 101, Specific Definitions is deleted and the following substituted:

The "Minimum Commitment" of each Municipality shall mean:

(a) for the first Contract Year (which may be a partial fiscal year), the amount in tons of acceptable Solid Waste (as hereinafter provided in Section 302) to be delivered by such Municipality to the System, as estimated by the Authority and approved by the Authorized Representative of the Municipality;

(b) for the second Contract Year of services rendered pursuant to Article III hereof, and each subsequent Contract Year, the amount in tons of acceptable Solid Waste (as hereinafter provided) to be delivered by or on behalf of such Municipality to the System which amount is set forth opposite the name of the Municipality in Column A in Exhibit "A" as attached and incorporated herein; provided, however, that in the event that the Municipality anticipates that it will not for good cause established be capable of satisfying such Minimum Commitment for any subsequent Contract Year, it shall so inform the Authority not later than 180 days prior to the beginning of such Contract Year and the Municipality's Minimum Commitment for such Contract Year shall be such lesser amount in tons of such acceptable Solid Waste, if any, to be delivered to the System as established by the Authority

in its sole discretion. In no event shall the Minimum Commitment of the Municipality be reduced so as to cause, individually or in conjunction with any adjustments by other Municipalities, the Aggregate Minimum Commitment to fall below that Aggregate Minimum Commitment as in effect on the Commercial Operation Date.

5. The definition of "Service Payments" in Article I, Definitions, Section 101, Specific Definitions is deleted and the following substituted:

"Service Payments" shall mean, with respect to any Municipality, the amount due the Authority pursuant to this Contract, to pay or provide for the Net Cost of Operation, to be determined by the application of the greater of the Minimum Commitment of such Municipality or the actual tons of Solid Waste delivered by such Municipality and accepted by the System for any period. "Aggregate Service Payments" of all of the Municipalities shall mean, with respect to any period, the aggregate of the Service Payments of all of the Municipalities for such period.

6. The definition of "Solid Waste" in Article I, Definitions, Section 101, Specific Definitions is deleted and the following substituted:

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

7. The definition of "System" in Article I, Definitions, Section 101, Specific Definitions, is deleted and the following substituted:

"System" shall mean the "Mid-Connecticut Project", not inconsistent with the definition of such term as contained in the Bond Resolution, and including the Facility, transfer stations, disposal site or sites and such alternative site or sites, for processing or disposal of Solid Waste.

8. "Solid Waste Charges" in Article II, Phase I Services, Section 202 is deleted and the following substituted:

SECTION 202. Solid Waste Charges. In consideration of the services described in Section 201, the Municipality shall pay to the Authority Service Payments made and imposed by the Authority, in accordance with payment terms as established by the Authority. Such Service Payments shall at all times be such that the receipt by the Authority of all such Service Payments from the Municipalities shall be sufficient to pay or provide for Net Cost of Operation, provided that prior to the Commercial Operation Date, the Net Cost of Operation shall not include any costs associated with the acquisition or construction of the Facility, including amounts to be paid or accrued to retire the principal of, pay the interest or redemption premiums, if any, or other costs of Bonds, or parts thereof, from time to time outstanding, which Bonds or parts thereof were issued to pay for the construction of the Facility. The Service Payments applicable to the Municipality shall be uniform as to rate per ton of Solid Waste for the Municipalities and shall be determined not less than 120 days prior to the commencement of each Contract Year in accordance with the procedures set forth in Section 401.

9. "Election" in Article II, Phase I Services, Section 206 is deleted and the following substituted:

SECTION 206. Election. The Municipality may elect to receive services provided pursuant to this Article in accordance with this section. In order to receive such services the Authorized Representative of the Municipality, shall notify the Authority in writing of its desire to receive such services and shall provide the representation called for by Section 203. Upon receipt of such notice and representation, the Authority shall provide such services at a date mutually agreed upon, but in no event more than ninety (90) days from the receipt by the Authority of such notice and representation. Failure by the Municipality of any election by it pursuant to this Section, shall not relieve or deprive the Municipality of any other obligation or right pursuant to this Contract.



10. "Responsibilities of the Authority and Municipality"  
in Article III, System and Services to be Provided, Section  
301 is deleted and the following substituted:

SECTION 301. Responsibilities of Authority and  
Municipality

(a) The Authority shall in accordance with the terms of this Contract, receive and dispose of Solid Waste from the Municipality.

(b) The Authority shall with all due diligence and practicable speed cause to be prepared and completed plans for the construction and financing of the System, and upon completion of such financing or the making of arrangements therefor satisfactory to the Authority, shall use its best efforts to cause the System to be constructed and completed. The Authority shall also do such other acts and things as are necessary and desirable to entitle it to receive and collect at the earliest practicable time Service Payments from the Municipality pursuant to this Contract. The Authority will thereafter operate and maintain, alter, improve, renew and replace, and to the extent feasible, enlarge and extend the System so as to dispose of all Solid Waste delivered to and accepted by the System pursuant to this Contract.

(c) The Municipality shall cause to be delivered to the System after the date when, in the written opinion of the Consulting Engineer, the Facility is ready for acceptance testing and upon the direction of the Authority all the Solid Waste under the control of the Municipality exercisable pursuant to its statutory authority or encompassed under its municipal collection program.

(d) Upon the terms and conditions herein stated, the Municipality shall pay the Service Payments for the disposal of such Solid Waste.

(e) The Authority shall accept any vehicle compatible with the System and its equipment and authorized by the Municipality for the delivery of Solid Waste pursuant to this Section.

(f) The Authority shall, whenever reasonably possible, schedule hours and days for receiving Solid Waste consistent with and compatible with the Municipality's normal collection and delivery schedule.

(g) The Authority will receive and dispose of Solid Waste from the Municipality in accordance with acceptable business standards.

11. "Requirements Regarding Solid Waste" in Article III, System and Services to be Provided, Section 302(a) is deleted and the following substituted:

(a) must be Solid Waste emanating from within the corporate boundaries of the Municipality, provided that nothing herein shall preclude the Municipality from cooperating with any other Municipalities either through Municipal Collection or Contract Collection as defined in Section 22a-207(14) and (15) of the Connecticut General Statutes, as in effect as of the date hereof, for delivery of Solid Waste emanating from any such Municipality, being delivered in one bulk to the System provided the Authority is informed of the arrangement including the appropriate method of allocating the Solid Waste among such Municipalities;

12. "Service Payments" in Article IV, Service Payments, Section 401 is deleted and the following substituted:

SECTION 401. Service Payments.

(a) The Authority will make and impose Service Payments with respect to all Solid Waste accepted from the Municipality, any other municipality, authority, county, person, partnership, firm or public or private corporation, delivered to and accepted by the Authority in accordance with this Contract. Such Service Payments may and shall at all times be such that the receipt by the Authority of the Aggregate Service Payments from the Municipalities shall be sufficient to pay or provide for the Net Cost of Operation. The Service Payments applicable to the Municipality shall be uniform as to rate per ton of Solid Waste for the Municipalities.

(b) Not less than 120 days prior to the commencement of each Contract Year, the Authority shall estimate (i) the Service Payments to be paid by the Municipality for such Contract Year and (ii) the Annual Budget for the System, and submit such information within the specified time to the Authorized Representative of the Municipality.

(c) The Municipality, after the receipt of such estimate, shall make all budgetary and other provisions or appropriations necessary to provide for and to authorize the payment by the Municipality to the Authority of the Service Payments as so estimated as the same become due and payable. Service Payments as so determined shall remain in effect for each Contract Year; provided, however, that if the annual Aggregate Service Payments are less than or greater than the Net Cost of Operation for such Contract Year, then the Authority shall determine such difference and include such difference in the Annual Budget for the next succeeding Contract Year.

(d) All Service Payments by the Municipality under this Contract shall be deemed to be current operating expenses of the Municipality.

(e) The Municipality shall be obligated to make Service Payments pursuant to this Contract only for the Authority's services of accepting Solid Waste delivered by the Municipality pursuant to this Contract.

13. "Effective Date and Duration of Contract-Extension Option" in Article VI, Miscellaneous, Section 601(a) is deleted and the following substituted:

SECTION 601. Effective Date and Duration of Contract-Extension Option.

(a) This Contract shall be in full force and effect and be legally binding upon the Authority and Municipality upon its execution by the Authority and the Municipality for Phase I Services; and, for Phase II services, upon the execution by the Authority and other municipalities of contracts substantially the same as this Contract.

14. "Solid Waste Segregation Programs" in Article VI, Miscellaneous, Section 602 is deleted and the following substituted:

SECTION 602. Solid Waste Segregation Programs.

The Authority and the Municipality agree that no provision of this Contract as initially executed is intended to either discourage or prohibit either voluntary or locally ordained Solid Waste segregation programs or the sale of such segregated materials to private persons. The Authority shall cooperate with the Municipality in the inauguration or extension of such a Solid Waste segregation program by the Municipality. Pursuant to the Act, the Authority reserves the right to amend this Contract in the event that the Authority has determined, based upon a feasibility report prepared by the Consulting Engineer and filed with the Authorized Representative of the Municipality, that reduced Service Payments charged to the Municipality should result in its total cost of solid waste management including Service Payments paid to the Authority to be less without pre-segregation than with it.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Contract to be executed by their duly authorized officers as of this 18<sup>th</sup> day of Jan, 1985

Witness

Kathleen C. Corbett

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(seal)

Municipality

Samuel S. Humphrey  
Chief Executive Officer

Shelley C. Koppigal  
Keeper of the Seal

Witness

Brenda M. Pliska

John C. Dealey  
(seal)

J. Shyne  
Chairman, Connecticut Resources Recovery Authority

[Signature]  
President, Connecticut Resources Recovery Authority