

WHEELABRATOR MILLBURY INC.
WASTE DISPOSAL AGREEMENT

THIS AGREEMENT (this "Agreement"), made and entered into this 31st day of December, 2007, by and between Wheelabrator Millbury Inc., a Delaware corporation, with a business address at 331 Southwest Cutoff Road, Millbury, MA 01527 ("WMI"), and the City of Newton, a body politic and corporate existing as a political subdivision of the Commonwealth of Massachusetts, acting by and through its Mayor (the "City").

WITNESSETH:

WHEREAS, WMI operates a resource recovery facility located in Millbury, Massachusetts (the "Facility") for the purposes of receiving and disposing of Acceptable Waste (as defined herein) by the process of combustion, generating electricity thereby, and disposing of residue therefrom;

WHEREAS, the City is desirous of securing a long-term disposal option for all of the Acceptable Waste generated within the City;

WHEREAS, the City and WMI are desirous, for mutual considerations, of entering into a long-term contractual relationship pursuant to which the City will deliver or cause to be delivered to the Facility, and WMI will accept at the Facility, Residential Acceptable Waste (as defined herein);

NOW THEREFORE, in consideration of the foregoing premises, and the mutual conditions, covenants and promises contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

SECTION I
DEFINITIONS

1. "Acceptable Waste" means all household or municipal garbage, trash, rubbish, refuse, normally or which may be hereinafter collected and disposed of by or on behalf of the City, but excluding, without limitation, (a) Hazardous Waste, explosives and ordnance materials, pathological wastes, radioactive materials, lead acid batteries, sludges, highly inflammable

substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, non-burnable construction materials and demolition debris and hazardous refuse of any type or kind including those addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (b) unless consented to by the Facility's plant manager, any item of waste exceeding six (6) feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight (8) inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as "white goods" including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters, and the like; (d) any controlled substances regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (e) any material that a waste-to-energy facility cannot accept pursuant to any waste bans designated by the Commonwealth of Massachusetts pursuant to 310 CMR 19.017 et seq. (the "Waste Bans"); (f) small appliances containing chlorofluorocarbons (CFCs) including, without limitation, air conditioners, water coolers, and dehumidifiers; (g) tires and cathode ray tubes (in each case in excess of a de minimis amount); and (h) upon notice to the City by WMI, all other items of waste which WMI reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Facility or be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations. Any substances which are determined by the EPA or any other federal, state, or local agency subsequent to the date hereof to be hazardous, toxic, dangerous, harmful, or otherwise designated as a "waste ban," shall, at the time of such determination, cease to be Acceptable Waste.

2. "Affiliate" means, with respect to any person, corporation, firm or entity, any person, corporation, firm or entity which, directly or indirectly, controls or is controlled by or is under common control with such person, corporation, firm, or entity.

3. "Anniversary Date" for the purposes of Tipping Fee escalation is as defined in Section V.2.

4. "Base Date" for the purposes of Tipping Fee escalation is as defined in Section V.2.(a).

5. "BTF" (Base Tipping Fee) for the purposes of Tipping Fee escalation is as defined in Section V.2.

6. "Central Massachusetts Resource Recovery Committee Communities" means the Massachusetts municipalities set forth on Appendix I attached hereto.

7. "Change in Law" means any event or condition listed in subsection (a) hereof demonstrated to have, or which may upon showing of reasonable basis be expected to have, an adverse effect on a party, or on a party's ability to perform pursuant to this Agreement, or on the Facility or the Facility site, or the Facility's Residue Landfill, or the operation of any or all of them, if such event or condition is beyond the control of the party and not the result of any willful or negligent act of the party as justification for not performing any obligation or complying with any condition required of such party under this Agreement.

(a) Change in Law shall include:

(i) the adoption, promulgation, issuance, modification, or official change in interpretation after the date of this Agreement of any federal, state or local law, regulation, rule, requirement, ruling or ordinance that was not on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, state, or local governmental body, administrative agency or governmental official having jurisdiction;

(ii) the order, judgment, policy decision, or guidance of any federal, state or local court, administrative or regulatory agency, or governmental officer or body entered subsequent to the date of this Agreement; or

(iii) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization, or approval essential to the operation, ownership or possession of the Facility, the Facility site or the Facility's Residue Landfill as provided for herein or required with respect hereto.

(b) Notwithstanding the foregoing, a "Change in Law" shall not include the following:

(i) Occupational Safety and Health Administration (OSHA) standards or regulations applicable to a broad range of businesses or industrial facilities in the United States and not limited to solid waste industry businesses or facilities;

(ii) the Solid Waste Management Facility Regulations, 310 CMR 19.00, and the guidance attached thereto, attached hereto as Appendix II ;

(iii) any state law outside of the Commonwealth of Massachusetts except as applicable to the Facility's Residue Landfill; and

(iv) a Change in Law pertaining to WMI's income taxes or other taxes applicable to a broad range of businesses or industrial facilities in the United States and not limited to solid waste industry businesses or facilities.

8. "Change in Law Invoice" means the annual invoice provided to the City for Change in Law costs as set forth in Section XII.2.

9. "Contract Year" means a one-year period beginning each year on July 1 and ending on June 30 of the following year.

10. "CPI" (Consumer Price Index) for the purposes of Tipping Fee escalation is as defined in Section V.2.

11. "CPI_B" (Base Date Consumer Price Index) for the purpose of Tipping Fee escalation is as defined in Section V.2.

12. "CPI_X" (Anniversary Date Consumer Price Index) for the purpose of Tipping Fee escalation is as defined in Section V.2.

13. "Environmental Laws" means (i) all statutes, regulations, rules, ordinances, codes, licenses, permits, orders, decrees, approvals, plans, authorizations, policies, and similar items (whether previously existing, now existing or hereafter enacted, amended, promulgated or issued, and whether or not contemplated by the parties as of the date of this Agreement) of the United States, the Commonwealth of Massachusetts or any political subdivision thereof or of any agency, department, commission, board, bureau or other instrumentality of any of them, (ii) all binding and final judicial and administrative decrees, judgments and orders (whether previously existing, now existing or hereafter enacted, amended, promulgated, or issued, and whether or not contemplated by the parties as of the date of this Agreement), and (iii) any common law theories of liability applicable to claims, demands, requirements, damages, costs or expenses, in each case

relating to or addressing the pollution, contamination, protection, or remediation of the environment or the protection or restoration of natural resources.

14. "Facility's Residue Landfill" means the ash landfills located in Shrewsbury, Massachusetts and Putnam, Connecticut, or any other landfill owned by Waste Management, Inc. or its subsidiaries in New England that is capable of accepting ash residue from the Facility and that has accepted for disposal at least 60% of the total ash generated by the Facility in the prior fifteen (15) months immediately preceding a Change in Law event.

15. "Force Majeure Event" means any act, event, or condition that is beyond the reasonable control of, and is not also the result of the willful or negligent act, error or omission, failure to exercise reasonable care or diligence, or breach of this Agreement on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement, and that materially interferes with or materially increases the cost of performing its obligations hereunder or reduces its revenues hereunder. Such acts or events may include, but not be limited to, the following:

(i) an act of God, epidemic, landslide, lightning, earthquake, fire or explosion, storm, flood, an act of war or of the civil or military authorities, civil disturbance, strike, lockout, work slowdown, or similar industrial or labor action or any other similar occurrence;

(ii) the failure of the communities in which the Facility or the Facility's Residue Landfill is situated or the appropriate federal or state agencies or public or private utilities having operational jurisdiction over the Facility or the Facility's Residue Landfill to provide and maintain all utilities, services, sewerage and water lines essential to the operation of the Facility or the Facility's Residue Landfill ; or

(iii) Change in Law.

Notwithstanding the foregoing, none of the following acts, events, or circumstances shall constitute a Force Majeure Event:

(a) any act, event or circumstance that would not have occurred if the affected party had complied with its material obligations under this Agreement and such failure to comply was not caused by a Force Majeure Event;

(b) changes in interest rates, inflation rates, labor costs, energy prices, commodity prices, currency values, exchange rates, or other general economic conditions;

(c) changes in the financial condition of the City, WMI, the Guarantor, or their affiliates affecting the ability to perform their respective obligations; or

(d) union or labor work rules or requirements that have the effect of increasing the number of employees employed at the Facility or otherwise increasing the cost to WMI of performance hereunder (but excluding strikes, lockouts, work slowdowns, or similar industrial or labor actions or any other similar occurrence which may be considered a Force Majeure Event).

16. "Guaranteed Annual Tonnage" means that tonnage more particularly described in Section II.

17. "Guarantor" means Waste Management, Inc. or a successor guarantor pursuant to Section XIV.

18. "Guaranty" means the guarantee required to be provided by WMI pursuant to Section XIV.

19. "Hazardous Waste" means (a) any waste defined as a hazardous waste in 40 CFR Part 261 or in any applicable state or local hazardous waste regulatory program; (b) any waste that is mixed with a listed hazardous waste as regulated in 40 CFR Part 261.3(a)(v)(2)(iv) or any applicable state or local hazardous waste regulatory program; (c) any waste containing polychlorinated biphenyls in concentrations that are subject to regulation under the federal Toxic Substances Control Act; (d) any waste containing radioactivity at levels that are subject to regulation under federal, state, or local law; or (e) any other waste that is regulated as a hazardous waste by any applicable federal, state, or local statutory or common laws, regulations, rules, or ordinances.

20. "Recycle" means to recover or reclaim from the waste stream materials or by-products that are to be (i) reused, (ii) employed as an ingredient or a feedstock in an industrial or manufacturing process to make a product, or (iii) employed in a particular function or application as an effective substitute for a commercial product or commodity; provided, however, that to Recycle does not mean to deliver such materials or by-products to a landfill or to any Third Party for disposal or to recover energy from the combustion of such materials or by-products.

21. "Residential Acceptable Waste" means that Acceptable Waste generated within the City collected by or on behalf of the City the source of which is residential households located in the City, municipal buildings located in the City, and small businesses that are municipally collected and located in the City.

22. "Service Fees" means the monthly fees payable by the City to WMI as set forth in Section V.

23. "Shortfall Fees" means the fees payable by the City to WMI as a result of a Tons Shortfall in a Contract Year as more particularly described in Section V.3.

24. "Third Party" means any natural person, corporation, association, or partnership, and any governmental agency, department, commission, board, bureau, or other instrumentality, other than WMI, any Affiliate of WMI, or the City.

25. "Tipping Fee" means the cost per ton for disposing of quantities of Acceptable Waste at the Facility as set forth in Section V.

26. "TF_x" (Tipping Fee as adjusted) for the purposes of Tipping Fee escalation is as defined in Section V.2(b).

27. "Ton" means a "short ton" of 2,000 pounds.

28. "Tonnage" means Tons of Residential Acceptable Waste.

29. "Tons Shortfall" means that tonnage quantity by which the Guaranteed Annual Tonnage exceeds the actual tonnage delivered in a Contract Year as more particularly described in Section V.

SECTION II

GUARANTEED DELIVERY AND ACCEPTANCE OF ACCEPTABLE WASTE

1. Commencing July 1, 2008, the City shall deliver or cause to be delivered, and WMI agrees to accept, subject to the terms and conditions set forth herein, all Residential Acceptable Waste that is not Recycled in each Contract Year.

2. In the event that the City does not directly provide for and control the collection and disposal of all its Residential Acceptable Waste, the City shall deliver a number of Tons of Residential Acceptable Waste per Contract Year, designated by the City by July 31 of each Contract Year, in an amount not less than 90% and not more than 110% of the average number of Tons of Residential Acceptable Waste delivered by the City to the Facility and accepted by WMI in the three (3) calendar years immediately preceding the date hereof or the date on which the City no longer provides for such collection and disposal if the City is doing so on the date hereof but ceases doing it hereafter (the "Guaranteed Annual Tonnage"); provided, however, if the City fails to provide WMI with the Guaranteed Annual Tonnage amount for any Contract Year by July 31 of

such Contract Year, the Guaranteed Annual Tonnage amount shall be equal to the average number of Tons of Residential Acceptable Waste delivered by the City to the Facility and accepted by WMI in the three (3) calendar years immediately preceding the date hereof or the date on which the City no longer provides for such collection and disposal if the City is doing so on the date hereof but ceases doing it hereafter. Notwithstanding the foregoing, the City may only reduce its Guaranteed Annual Tonnage by an amount not to exceed twenty-five percent (25%) of the City's initial Guaranteed Annual Tonnage throughout the term of this Agreement.

3. To the extent the City does not have a Guaranteed Annual Tonnage obligation under Section II.1, WMI shall have the right to audit the City's waste supply information and procedures to ensure that the City is delivering all its Residential Acceptable Waste that is not Recycled to the Facility.

4. Should any Waste Bans imposed by a Change in Law, or the City's participation in a Commonwealth of Massachusetts approved program of residential source separation of recyclable materials, substantially reduce the City's waste stream, the City and WMI agree to meet and negotiate in good faith a reasonable and appropriate reduction to the City's Guaranteed Annual Tonnage.

SECTION III

REFUSAL TO ACCEPT DELIVERIES

1. WMI shall have the right to refuse deliveries of the following types or categories of waste (but may, if possible or practical, reject partial loads), and the City shall remove and dispose of, at its sole cost, any such waste delivered by or on behalf of the City which is so rejected by WMI:

- (a) waste other than Residential Acceptable Waste;
- (b) any waste delivered at other than the established receiving hours as set forth herein;
- (c) any waste delivered by the City in a manner or by means not in conformity with the requirements of this Agreement; or
- (d) any or all waste which WMI is unable to accept as the result of a Force Majeure Event.

2. (a) WMI may also refuse delivery of any and all Residential Acceptable Waste delivered by the City for reasons other than those identified in Section III.1 including Residential Acceptable Waste it is unable to process due to WMI's fault or negligence. In such event, WMI shall be liable to the City, as WMI's sole liability, as specified in Section III.2(b) below.

(b) For any or all Residential Acceptable Waste delivered by the City in accordance with this Agreement and rejected by WMI, or diverted by WMI, in either case pursuant to Section III. 2(a), the City agrees to pay to WMI the per Ton Tipping Fee set forth in Section V.2, and to deliver such Tonnage to an alternative disposal site designated by WMI, and WMI agrees to pay the tipping fee cost of disposal at such designated alternative disposal site, and reimburse the City for the direct reasonable and necessary incremental cost of transportation of such Residential Acceptable Waste to the alternative disposal site in excess of the cost of transportation of an equal amount of such Residential Acceptable Waste to the Facility.

3. WMI agrees that, during the period of any inability or refusal to accept Residential Acceptable Waste pursuant to Section III.1(d) and Section III.2, the City shall be considered to have delivered to the Facility, for purpose of determining whether the City has satisfied its Guaranteed Annual Tonnage commitment (to the extent applicable under Section II.1), the number of Tons diverted to the alternate disposal site based on the alternate disposal site's weight records or, if such records are not available, a pro rata portion of the City's Guaranteed Annual Tonnage commitment as allocable to the period of WMI's inability or refusal less any Tonnage accepted by WMI during such period (but in no case less than zero); provided, however, the City shall use all reasonable efforts to supply excess quantities of Residential Acceptable Waste to WMI upon WMI's reasonable request, and at the times requested, once a Force Majeure Event which prevented WMI from accepting Residential Acceptable Waste pursuant to Section III.1(d) has been remedied or when WMI removes or remedies the cause of its refusal to accept such Acceptable Waste pursuant to Section III.2(a).

4. Notwithstanding the foregoing:

(a) During any period which WMI is unable to accept and process Residential Acceptable Waste at the Facility due to a Force Majeure Event, WMI will, at its expense, promptly, diligently, and in good faith use reasonable efforts to take all action reasonably necessary for it to be able to accept and process such Residential Acceptable Waste including, without limitation, all actions reasonably necessary to obtain any temporary restraining orders, preliminary or permanent injunctions, approvals, licenses or permits needed to resume acceptance and processing of such Residential Acceptable Waste and any reasonable repairs or other improvements to the Facility and any reasonable modifications to the operation thereof required for such purpose. WMI shall, during any such period, keep the City duly notified (not less often than monthly) of all such actions, and the expected duration of any such period, and shall permit the City to participate and intervene where permissible, at the City's expense, in all such actions if the City so desires; provided, however, that WMI shall have the sole right to direct the prosecution of any such action and the City shall reasonably cooperate with WMI in connection therewith and not do anything in the course thereof contrary to the interests of WMI.

(b) If as a result of a Force Majeure Event the capacity of the Facility to accept and process Residential Acceptable Waste is reduced but not completely suspended, WMI shall allocate a portion of such reduced capacity of the Facility to the City pro rata based on the City's Guaranteed Annual Tonnage (if applicable under Section II.2) or the average number of Tons of Residential Acceptable Waste delivered by the City to the Facility and accepted by WMI in the three (3) years immediately preceding the date of the Force Majeure Event. WMI shall not accept any waste under any new contracts for the disposal of Acceptable Waste at the Facility subsequent to the occurrence of such Force Majeure Event until the capacity of the Facility is sufficient to accept and process all Residential Acceptable Waste delivered by the City in accordance with this Agreement.

SECTION IV

MANNER OF DELIVERY AND WEIGHING

1. The City shall deliver or cause to be delivered only Residential Acceptable Waste to the Facility, and shall deliver or cause the Residential Acceptable Waste to be delivered, in a clean, orderly, and safe manner, including, without limitation, in such a manner that it will not be spilled, other than on the tipping floor, or blown on the Facility site. If the City fails to cause such

deliveries of Acceptable Waste to be undertaken in such a manner, the City shall promptly, at its sole cost, remedy such failure including collecting and removing any spilled or blown Acceptable Waste. If the City fails to do so, the City shall be liable to WMI for all costs of such cleanup by WMI.

2. The City shall adhere to, and shall require haulers delivering on behalf of the City to adhere to, all reasonable and applicable safety rules and regulations as made known to the City by WMI at all times while the City or the City's hauler's vehicles or personnel are on the Facility premises, including the Hauler Safety Rules attached hereto as Appendix III and WMI's Tipping Floor Policy attached hereto as Appendix III-2. In addition, the City shall execute, and shall, if applicable, cause its haulers to execute, the Hauler's Safety Declaration attached hereto as Appendix III-1. The City shall pay WMI all costs, damages, or expenses arising out of the City's or its employees', contractors', haulers', or agents' negligent or willful failure to comply with such safety rules or regulations, or its or their failure to supply only Residential Acceptable Waste to the Facility.

3. The City shall deliver Residential Acceptable Waste only during WMI's scheduled delivery days and hours. Unless modified in writing by WMI, WMI scheduled delivery days and hours shall be 6:00 a.m. to 5:00 p.m., Monday through Friday, and 7:00 a.m. to 3:00 p.m. on Saturday, exclusive of Christmas, New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, and Thanksgiving. There shall be no deliveries accepted at other hours unless agreed upon in advance by the parties hereto; provided, however, WMI shall use reasonable efforts to accept deliveries at other hours in the event that extreme weather conditions have prevented the City from making routine deliveries as contemplated herein subject to local approval.

4. The City shall cause all vehicles used for deliveries of Residential Acceptable Waste to the Facility to be in safe and clean condition, in good repair, and in compliance with all applicable law. The City shall only use vehicles with the capability of mechanically dumping directly into the Facility waste pit, and which have a capacity of one-half (1/2) ton or more. Such vehicles shall contain adequate identification so that WMI can determine the source of the Residential Acceptable Waste being delivered to the Facility. WMI shall use reasonable efforts, to the extent practicable, to operate the Facility in a manner that limits wait times at the Facility.

5. WMI shall utilize and maintain motor truck scales, certified as required by law, to weigh all vehicles delivering Residential Acceptable Waste to the Facility. Each vehicle shall be weighed, and a weight record will be generated reflecting the vehicle's gross weight, tare weight, time, and truck identification. Such records shall be used by WMI as a basis for calculating monthly and yearly deliveries made by the City. WMI reserves the right to modify the above arrangement with any other systems which perform essentially the same functions and which are not unreasonably burdensome to the City. In addition, WMI shall have the right to require the City and the City's haulers to attach any equipment or device to their vehicles as is reasonably necessary to enable WMI to comply with this Section IV.5 at WMI's expense.

6. WMI shall maintain, for a period no less than six (6) years, records of the tonnage delivered on the City's behalf and accepted by WMI each day. The City shall have the reasonable right to review such weight records at the Facility during normal Facility business hours upon no less than 24 hours' notice to WMI of the City's desire to conduct such a review, and in such a manner as to not interfere with the Facility's orderly operation. In addition, a record of each load shall be included in WMI's monthly invoice to the City.

7. WMI agrees to calibrate its truck scales at least two (2) times per calendar year. WMI commits to adjust the accuracy of the truck scales in accordance with applicable law within fifteen (15) days of the date upon which its truck scales are determined to be inaccurate. Any truck scale found to be inaccurate shall be placed out of service until it is calibrated.

SECTION V

SERVICE FEES

1. In consideration of WMI's services or the availability of WMI's services hereunder, WMI shall be entitled to receive Service Fees from the City. The City shall plan and budget for the anticipated costs of such Service Fees, plus a reasonable estimated contingency for additional costs, in any fiscal year budget throughout the term of this Agreement.

For every month the Service Fees shall be equal to (a) the Tipping Fee for that month (as defined in Section V.2 below) multiplied by the number of Tons of Residential Acceptable Waste actually delivered by or on behalf of the City and accepted by WMI at the Facility or otherwise disposed of by or at the direction of WMI for the City for that month; plus

(b) any other costs arising under this Agreement, including, without limitation, any interest charges due for late payment, and any amounts pursuant to Section XII.

2. (a) For all Residential Acceptable Waste delivered to and accepted at the Facility in accordance with this Agreement, or otherwise disposed of by or at the direction or cost of WMI, and regardless of whether such Residential Acceptable Waste was not actually delivered to and disposed of at the Facility so long as the City owes WMI a payment obligation thereof pursuant to this Agreement, the City shall pay WMI a Tipping Fee of Sixty Three Dollars (\$63.00) per Ton as of the Base Date as adjusted for escalation on the Anniversary Date in accordance with Section V.2(b) hereunder. The Base Date shall be January 1, 2005, and the Anniversary Date shall be July 1 of each calendar year during the term of this Agreement, commencing July 1, 2008; provided, however, January 1, 2006, January 1, 2007, and January 1, 2008 shall also each be an Anniversary Date hereunder although the Tipping Fee as of January 1, 2008 shall not exceed Seventy Dollars and Fifty Cents (\$70.50).

(b) The Tipping Fee set forth in Section V.2(a) shall be escalated on each Anniversary Date subsequent to the Base Date in accordance with the following formula:

$$TF_X = BTF [1 + (.75(\Delta CPI))]$$

Where:

TF_X = Tipping Fee as of the Anniversary Date in the computation year.

BTF = The Base Tipping Fee as of the Base Date.

$$\Delta CPI = \frac{CPI_X - CPI_B}{CPI_B}$$

Where:

CPI = CPI Urban Wage Earners and Clerical workers - Northeast Urban

CPI_B = The CPI published for September 2004 (197.7).

CPI_X = The CPI published for March in the computation year (September for the escalation on January 1, 2006, January 1, 2007, and January 1, 2008).

3. If applicable pursuant to Section II.1 hereunder, if the City fails to deliver the required Guaranteed Annual Tonnage in any Contract Year for reasons other than that WMI cannot accept delivery under Section III.1(d) and Section III.2, WMI may, in its sole discretion, assess Shortfall Fees against the City. The Shortfall Fees shall be equal to the difference between the Guaranteed

Annual Tonnage for such Contract Year and the number of Tons of Acceptable Waste delivered to the Facility in such Contract Year multiplied by the Tipping Fee in effect for such Contract Year . The Shortfall Fees shall be paid by the City to WMI within twenty-five (25) days of receipt of the annual settlement statement provided pursuant to Section VI.2 hereunder.

4. If applicable pursuant to Section II.1 hereunder, the City agrees that if the City delivers or causes to be delivered quantities of Acceptable Waste in excess of the Guaranteed Annual Tonnage in any Contract Year, and WMI agrees to accept such excess Tons, the City shall pay WMI 120% of the Tipping Fee in effect for such Contract Year for such excess Tonnage.

SECTION VI

PAYMENTS

1. WMI will invoice the City within ten (10) days after the end of each calendar month for the preceding month's deliveries. The City shall make payment to WMI of all invoiced amounts within twenty-five (25) days of the City's receipt of such invoice. All overdue payments from the City to WMI not received by WMI within thirty (30) days shall bear interest at the greater of 1% over the *Wall Street Journal's* Prime Rate or the maximum interest rate permitted by applicable law.

2. Within sixty (60) days after the end of each Contract Year during the term of this Agreement, WMI shall deliver to the City an annual settlement statement, which shall show the computation of the Service Fees, Change in Law costs, and Shortfall Fees for the year and a reconciliation in reasonable detail of the Service Fees and Change in Law costs so computed with the amounts paid during the Contract Year (the "Annual Settlement Statement"). If the reconciliation is such that (i) the City has overpaid WMI, then WMI shall at the time of delivery of the Annual Settlement Statement refund the overpayment to the City, or (ii) the City has underpaid WMI, then the City shall, within twenty-five (25) days of receipt of the Annual Settlement Statement, pay to WMI the additional amount due. WMI waives the right to collect Shortfall Fees from the City if the Shortfall Fees are not included in the Annual Settlement Statement; provided, however, WMI shall have the right to correct any errors in Shortfall Fees listed in the Annual Settlement Statement without penalty to WMI.

3. The obligation of WMI and the City to pay the amounts to be paid by each party from time to time hereunder shall not be subject to diminution by reason of any shutdown of the

Facility, set-off, abatement, counterclaim, existence of a dispute, or any other reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of either party hereunder or limit recourse against either party. The foregoing provisions of this Section VI.3 shall not offset any right of either party to pursue independently any claim it might have against the other party based upon nonperformance by either party of its obligations hereunder.

SECTION VII

TERM

This Agreement shall become effective on the date hereof, and shall continue in full force and effect until June 30, 2028], unless this Agreement is otherwise terminated as provided herein; provided, however, that performance hereunder shall not commence until July 1, 2008. Notwithstanding anything to the contrary set forth herein, the City and WMI shall each have the right to terminate this Agreement effective December 31, 2017. Notice of such termination shall be provided in writing to the other party no later than December 31, 2015.

SECTION VIII

EVENT OF DEFAULT: TERMINATION

1. (a) Upon the occurrence of an Event of Default by WMI, the City shall have the right to terminate this Agreement or pursue a cause of action for actual damages, or both. The following shall constitute Events of Default by WMI:

(i) the unexcused failure of WMI or the Guarantor to perform or observe any of its material covenants, services, obligations or duties created by this Agreement;

(ii) the unexcused failure of WMI to make any payment due and payable under this Agreement;

(iii) the material falseness or inaccuracy of any representation or warranty made by WMI, if the legality of this Agreement or the ability of WMI to carry out its duties and obligations under this Agreement is thereby adversely affected;

(iv) the failure to provide and maintain current the insurance required to be provided by WMI hereunder or the Guaranty; or

(v) the commencement of any bankruptcy, insolvency, liquidation or similar proceeding by or against WMI or the Guarantor; the consent by WMI or the Guarantor to the appointment of or taking possession by a receiver, liquidator, trustee in bankruptcy or custodian of WMI or the Guarantor or any substantial part of their respective assets; or any assignment of all or substantially all of the assets of WMI or the Guarantor for the benefit of creditors; provided that in the case of commencement of an involuntary petition or proceeding or entry of a judgment or judicial order that includes or seeks to cause any of the above events, such petition, proceeding, judgment or order shall remain undischarged or undismissed for 120 days.

(b) Upon the happening of any event described in Section VIII.1(a)(i)-(v), the City may declare an Event of Default by providing written notice of such declaration and the event causing it to WMI setting forth in detail the alleged failure or deficiency of WMI. WMI shall have thirty (30) days after receipt of such written notice from the City to cure such failure or deficiency. If the failure or deficiency cannot reasonably be completed within thirty days, the preceding sentence shall be satisfied if within thirty (30) days, WMI shall have commenced to cure and shall continue to pursue such cure until the failure or deficiency is remedied, but in no case shall such period extend beyond 120 days from the date of receipt of such written notice. In the event that WMI does not cure such failure or deficiency within said thirty (30) day period (or extension as provided above), the City may terminate this Agreement for cause by providing written notice thereof to WMI.

2. (a) Upon the occurrence of an Event of Default by City, WMI shall have the right to terminate this Agreement or pursue a cause of action for actual damages, or both. The following shall constitute Events of Default by the City:

(i) the unexcused failure of the City to perform or observe any of its material covenants, agreements, obligations or duties created by this Agreement;

(ii) the unexcused failure of the City to make any payment due and payable under this Agreement;

(iii) the failure to provide and maintain current the insurance required to be provided by the City hereunder;

(iv) the material falseness or inaccuracy of any representation or warranty made by the City, if the legality of this Agreement or the ability of WMI to carry out its duties and obligations under this Agreement is thereby adversely affected; or

(v) in the event the City shall make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, be adjudicated as bankrupt or insolvent, file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, file any answer admitting or not contesting the material allegations of a petition filed against it in any such proceeding or seek or consent to or acquiesce in the appointment of any trustee, liquidator or receiver of it or of all or any substantial part of the properties of it.

(b) Upon the happening of any event described in Section VIII.2(a)(i)-(v), WMI may declare an Event of Default by providing written notice to the City setting forth in detail the alleged failure or deficiency of the City. The City shall have thirty (30) days after receipt of such written notice from WMI to cure such failure or deficiency. If the failure or deficiency is one that cannot reasonably be completed within thirty (30) days, the preceding sentence shall be satisfied if within thirty (30) days the City shall have commenced to cure and shall continue to pursue such cure until the failure or deficiency is remedied, but in no case shall such period extend beyond 120 days from date of receipt of such written notice. In the event that the City does not cure such failure or deficiency within said thirty (30) day period (or extension as provided above), WMI may terminate this Agreement by providing written notice thereof to the City.

3. Any obligation to pay any fixed sum of money that may have accrued and be due and payable hereunder, and the obligations contained in Sections IX, XI, and XV hereof, shall survive the termination or expiration of this Agreement.

SECTION IX INDEMNIFICATION

1. To the extent permitted by law, WMI shall indemnify, defend, reimburse and hold harmless the City and its officers, employees and representatives from any and all threatened or actual claims, demands, suits and causes of action (collectively "Claims"), and all damages,

penalties, costs and expenses (including, without limitation, attorney's fees) arising therefrom (collectively "Damages"), incurred as a result of (i) any act or omission by WMI in connection with the performance of its obligations under this Agreement, except to the extent that such Claims or Damages arise out of, or result from, the delivery to WMI by the City of any waste that does not constitute Acceptable Waste; (ii) injury to or death of any person (including, without limitation, persons employed by the City) or damage or destruction of property (including, without limitation, to the property of the City and Third Parties), to the extent arising out of, resulting from or in any way connected with the negligence or willful misconduct of WMI or its officers, employees and representatives; (iii) any act or omission of WMI or its officers, employees, and representatives under this Agreement that may result in any liability for the City under any Environmental Laws; (iv) breach of any obligation, covenant or undertaking of WMI contained herein; and (v) any misrepresentation or breach of warranty by WMI contained herein.

2. To the extent permitted by law, the City shall indemnify, defend, reimburse and hold harmless WMI and its officers, employees and representatives from any and all Claims and Damages incurred as a result of (i) the delivery to WMI by the City of any waste that does not constitute Acceptable Waste; (ii) injury to or death of any person (including, without limitation, persons employed by WMI) or damage or destruction of property (including, without limitation, to the property of WMI and Third Parties), to the extent arising out of, resulting from or in any way connected with the negligence or willful misconduct of the City or its officers, employees, representatives, contractors, and haulers; (iii) any act or omission of the City or its officers, employees, representatives, contractors, and haulers under this Agreement that may result in any liability for WMI under any Environmental Laws; (iv) breach of any obligation, covenant or undertaking of the City contained herein; and (v) any misrepresentation or breach of warranty by the City contained herein.

3. The obligations of a party to this Agreement (each an "Indemnitor") to indemnify, defend, reimburse and hold harmless the other party hereto and its officers, employees and representatives (each an "Indemnitee") as set forth in Section IX.1 or IX.2 above shall not apply to:

(a) any Claims or Damages to the extent caused by the acts or omissions of the Indemnitee; or

(b) in the case where the Indemnitor has assumed the defense of a claim, any defense costs or expenses, including the costs of attorneys, consultants, and/or investigators, incurred by an Indemnitee, unless authorized in advance in writing by the Indemnitor

4. If the Indemnitee is presented with a claim by a Third Party, or an Indemnitee suffers a loss or damage that may be subject to indemnification or defense from the Indemnitor under this Agreement, the Indemnitee shall promptly give reasonable notice thereof to the Indemnitor, together with a complete copy of the Third Party claim (if any); provided, however, that the failure to promptly give such notice shall not relieve the Indemnitor from any liability for indemnification hereunder unless the Indemnitor is materially prejudiced in its ability to defend, settle or otherwise assert rights to reduce exposure to, such liability, claim, demand, cost or exposure.

5. After notification to the Indemnitor of any Third Party claim, if such claim is properly the subject of indemnification under this Agreement, the Indemnitor shall undertake the defense of such claim, at its expense, and using counsel selected by the Indemnitor, but reasonably satisfactory to the Indemnitee, even if the Indemnitor believes such claim is groundless. The Indemnitee may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party claim. The Indemnitee shall cooperate in such defense at the Indemnitor's request and reasonable expense, including providing access to any of its employees, property and records for purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analyses and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based.

6. The defense and indemnity provisions set forth above should not be interpreted or deemed to limit, in any way, any right of action which may be asserted by any party against publicly or privately created funds established for the purpose of satisfying, wholly or in part, claims asserted or perfected by such parties.

7. As long as the Indemnitor is conducting the defense of any Third Party claim, the Indemnitee will not consent to the entry of any judgment or enter into any settlement with respect to a Third Party claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld.

SECTION X

INSURANCE

1. The City shall at all times during the term of this Agreement maintain, and shall cause any hauler delivering Acceptable Waste to the Facility on behalf of the City to maintain, in full force and effect the insurance coverages set forth in Appendix IV-1 which is attached and made a part hereof, and all other insurances as may be required by applicable law. In addition, the City shall comply, and shall cause any hauler delivering Acceptable Waste to the Facility on behalf of the City to comply, with the terms of Appendix IV-1. To the extent the City is self-insured, the City hereby represents and warrants that it is in compliance with all legal requirements with respect to its self-insured status. The City further represents and warrants that, should it no longer be self-insured or otherwise not be in compliance with all legal requirements with respect to its self-insured status, the City shall immediately notify WMI and immediately provide the coverages and comply with the requirements set forth in Appendix IV-1.

2. WMI shall, at all times during the term of this Agreement, maintain in full force and effect the insurance coverages set forth in Appendix IV-2 which is attached and made a part hereof, and all other insurances as may be required by applicable law.

SECTION XI

LIMITATION OF LIABILITY

Except for payment obligations contained in this Agreement, in no event, whether arising out of or in connection with either the performance or non-performance by either party of its obligations under this Agreement, shall either party be liable for or obligated to the other party in any manner to pay special, consequential, incidental, punitive, or indirect damages.

SECTION XII

FORCE MAJEURE EVENTS; CHANGE IN LAW

1. The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of a Force Majeure Event. Such excuse of performance shall be only to the minimum extent reasonably forced on such party by such event and such party shall continue to perform all other responsibilities hereunder. In addition, WMI shall be excused, without cost or liability to the City, for failure or delay in performance of any obligation set forth in this Agreement including its obligation to accept Residential Acceptable Waste at the Facility by reason of a Force Majeure Event. This provision shall not, however, relieve a party from using reasonable efforts to overcome or remove a Force Majeure Event. Such failure or delay shall be excused at any time during which performance is prevented by such Force Majeure Event, and during such period thereafter as may be reasonably necessary for the party to correct the adverse effect of such Force Majeure Event, provided that the party shall use reasonable efforts to obtain a stay or appeal any Force Majeure Event constituting a Change of Law if, in the party's good faith judgment after consultation with counsel, such action is warranted. The party relying on a Force Majeure Event shall provide prompt notice of a Force Majeure Event to the other party and shall attempt to remedy with all reasonable dispatch the cause or causes constituting a Force Majeure Event; provided, however, the settlement of strikes, lock-outs, work slowdowns, and other similar industrial or labor actions, or legal actions or administrative proceedings, shall be entirely in the discretion of the party relying on a Force Majeure Event and such party shall not be required to make settlement of strikes, lockouts, work slow-downs and other similar industrial or labor actions or legal actions or administrative proceedings when such settlement is unfavorable, in the judgment of such party.

2. (a) (i) In the event that a Change in Law in any way increases WMI's capital cost, or its cost of operating, maintaining or owning the Facility or the Facility's Residue Landfill, or decreases the revenue generated by the Facility, the City shall pay WMI each year (y) an amount equal to the portion of the additional debt issued or equity contributed (including a reasonable return on such equity) if any, to finance the capital cost of such Change in Law amortized on a straight-line basis over the lesser of (A) the useful life of the capital equipment as determined by WMI using good and prudent engineering and industry standards or (B) fifteen (15) years, and/or (z) the increases in WMI's operating, maintenance or ownership costs, or decrease

in WMI's revenues for such year, each, as applicable, multiplied by a fraction the numerator of which is the City's Guaranteed Annual Tonnage (to the extent the City has a Guaranteed Annual Tonnage requirement under Section II.1) or the number of Tons of Acceptable Waste delivered by the City in the prior Contract Year, and the denominator of which is 465,000 (the "City's Percentage").

(ii) In the event that a capital modification required by a Change in Law results in a savings in operation and maintenance costs for WMI, WMI shall issue a credit to the City in the Annual Settlement Statement in an amount equal to the City's Percentage of such savings.

(iii) In no event shall (y) the City be required to pay WMI or be entitled to a credit from WMI for any costs or savings incurred by WMI after the expiration of this Agreement; or (z) the City be responsible for any Change in Law costs for the Facility's Residue Landfill in excess of the City's pro rata share of WMI's use of such landfill.

(b) Notwithstanding the provisions of Section XII.(2)(a) hereunder:

(i) Any amounts the City owes for any Change(s) in Law (other than Change(s) in Law related to taxes, fees or charges imposed by any governmental entity described in Section XII.2(e)) that occur during the period January 1, 2005 through June 30, 2015 (the "Change in Law Deferral Period") will be deferred until July 1, 2015. Commencing July 1, 2015, the City shall pay its portion of:

(A) any costs (capital and operation and maintenance) that arise after the Change in Law Deferral Period resulting from any Change(s) in Law during the Change in Law Deferral Period; and

(B) any costs (capital and operation and maintenance) resulting from any Change(s) in Law during the Change in Law Deferral Period that were deferred.

(ii) Any savings in operation and maintenance costs by WMI as a result of a Change in Law that occurs during the Change in Law Deferral Period shall also be deferred and credited to the City after the end of the Change in Law Deferral Period.

(iii) Any deferred costs for which the City is responsible, or deferred savings to which the City is entitled, arising during the Change in Law Deferral Period, shall be amortized over the term of this Agreement remaining after June 30, 2015, assuming the term of this Agreement is in force for its full 20 year term.

(iv) If the City or WMI terminates this Agreement effective [December 31, 2017] pursuant to Section VII herein, the City shall not be liable for any such costs or entitled to any such savings otherwise payable after termination of this Agreement.

(v) The City shall not be responsible to pay WMI for the City's Percentage of any costs related to (y) a Change in Law resulting in WMI incurring an increase in operational and maintenance costs of less than \$10,000 in any Contract Year; and (z) a Change in Law resulting in WMI incurring costs for a capital modification(s) of less than \$75,000 in any Contract Year (the "Change in Law Threshold"). The Change in Law Threshold for any Contract Year shall no longer apply if, in such Contract Year, WMI has incurred, in the aggregate, \$30,000 for operational and maintenance costs or \$150,000 in capital modifications that were subject to the Change in Law Threshold. WMI and the City acknowledge that the Change in Law Threshold is not intended to act as a "deductible" and, accordingly, the Change in Law Threshold shall not apply in cases where a Change in Law results in WMI incurring an increase in operational and maintenance costs in excess of \$10,000 per Contract Year or costs for a capital modification(s) in excess of \$75,000 per Contract Year. In no event shall the Change in Law Threshold apply to any taxes or fees described in Section XII.2(e).

(c) WMI shall promptly notify the City of any capital modifications required to be made or increased operational and maintenance costs as the result of a Change in Law. WMI shall, as soon as practicable after request by the City, provide the City with (i) a description of the Change in Law; (ii) an explanation, supported by engineering analysis (if applicable), as to the need for a capital modification as a result of such Change in Law; and (iii) a reasonably detailed scope of work for the design of the capital modification. In addition, WMI shall, at the City's expense, make WMI's engineering consultants available to the City or the City's engineering consultants in the event that the City requests to review any materials prepared by WMI's engineering consultant. If the City disagrees that the capital modification is necessary or that the costs are reasonable, the City may invoke non-binding mediation in accordance with Section XVI.8, and thereafter binding dispute resolution in accordance with Section XVI.8, if necessary. Notwithstanding the foregoing, the City shall make all payments due to WMI as set forth in this Agreement pending any resolution of any dispute resolution proceeding.

(d) WMI shall use reasonable efforts to deliver to the City by June 1st and December 1st of each year an invoice reflecting such amounts (the "Change in Law Invoice") and

the City shall pay the Change in Law Invoice within twenty-five (25) days of the City's receipt of such invoice. To the extent that any estimates are used by WMI in the Change in Law Invoice, any necessary adjustments will be reflected in the Annual Settlement Statement.

(e) WMI shall also be entitled to a payment from the City equal to the City's Percentage of any increase in cost resulting from a Change in Law relating to taxes, fees, assessments or other charges, direct or indirect, levied or imposed by:

(i) The City and the municipal subdivisions in which the Facility is situated, and in which the Facility's Residue Landfill is located (but excluding any fees which WMI agrees to pay under a negotiated agreement with any such municipal subdivision); and

(ii) The United States, the Commonwealth of Massachusetts, or any governmental entity or authority.

(f) The City shall promptly notify WMI of any Change in Law that the City reasonably determines will result in a reduction in WMI's operational and maintenance costs. The City shall, together with such notice, provide WMI with (i) a description of the Change in Law; and (ii) an explanation, supported by engineering analysis, as to the manner in which WMI's operational and maintenance costs have been reduced by the Change in Law. In addition, the City shall, at WMI's expense, make the City's engineering consultants available to WMI or WMI's engineering consultants in the event that WMI requests to review any materials prepared by the City's engineering consultant. Thereafter, the City and WMI shall meet and negotiate in good faith a credit due to the City due to the Change in Law. If the parties cannot agree, the City may invoke non-binding mediation in accordance with Section XVI.8, and thereafter binding dispute resolution in accordance with Section XVI.8, if necessary.

3. If the City disputes WMI's statements or summaries as to the effect of a Force Majeure Event, the City shall have the right, at its sole cost, to insist upon an independent determination of such effect to be made by an independent Third Party mutually agreeable to the City and WMI. Such independent determination shall be final and binding upon the City and WMI.

4. If the Facility or any substantial portion thereof is shut down due to a Force Majeure Event for a period which equals or exceeds ninety (90) days, WMI may, at any time on or after such ninetieth (90th) day, (a) upon not less than fourteen (14) days notice to the City assign this Agreement to the operator of an alternate disposal site that is lawfully permitted and operated,

or (b) upon not less than one hundred twenty (120) days notice to the City, terminate this Agreement.

5. (a) If a Change in Law or Changes in Law in any Contract Year result in the City making payments to WMI in an amount equal to or greater than thirty percent (30%) of all Tipping Fees paid or to be paid to WMI by the City for such Contract Year, the City may terminate this Agreement upon not less than ninety (90) days' notice to WMI.

(b) If a Change in Law or Changes in Law in any Contract Year result in WMI issuing a credit to the City in an amount equal to or greater than thirty percent (30%) of all Tipping Fees paid or to be paid to WMI by the City for such Contract Year, WMI may terminate this Agreement upon not less than ninety (90) days' notice to the City. In addition, if a Change in Law or Changes in Law result in WMI incurring or potentially incurring at least Twenty Million Dollars (\$20,000,000) in capital modification or operational and maintenance costs on or after January 1, 2023, WMI may terminate this Agreement upon not less than twelve (12) months' notice to the City.

SECTION XIII

ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the other party and any such assignment or attempted assignment without such written consent shall be void; provided, however, that without the City's consent, WMI may assign its interest and obligation hereunder to a financially viable person, firm, or corporation acquiring all or substantially all of the business or assets of WMI by merger, consolidation, transfer of assets, or otherwise, or to an Affiliate of WMI, and, further provided, that WMI may make such an assignment without such consent to a Third Party in connection with the financing or refinancing of the Facility or a modification thereto, or as security for any debt associated with the operation of the Facility. Subject to the provisions of this Section XIII, this Agreement shall be binding upon, and inure to the benefit of, any successors or assigns of the parties hereto.

SECTION XIV

CORPORATE GUARANTEE

Simultaneously with the execution of this Agreement, WMI shall provide a guaranty from the Guarantor in the form set forth in Appendix V hereto. If at any time the Guarantor's credit standing is reduced to below investment grade by Standard and Poor's Corporation or any successor ("S&P") and Moody's Investors Services Inc. or any successor ("Moody's"), WMI shall promptly provide a substitute guaranty from an entity with either a net worth of at least \$50 million or an investment grade credit rating or better by S&P or Moody's or shall provide other security reasonably acceptable to the City to guarantee WMI's performance of its obligations under this Agreement. The obligations of the Guarantor shall be binding on the Guarantor's successors and assigns and may not be assigned or transferred to any other party without the prior written approval of the City, such approval not to be reasonably withheld; notwithstanding the foregoing, the Guarantor may assign its obligations to an entity with an investment grade rating or better from either S&P or Moody's or a net worth of at least \$50 million without the consent of the City.

SECTION XV

RIGHT OF FIRST REFUSAL

1. (a) Subject to the limits of applicable law, in the event that WMI shall propose or elect to continue to operate the Facility beyond the term of this Agreement, the City agrees that before entering into arrangements with any Third Party for the disposal of all or any part of the City's Guaranteed Annual Tonnage (to the extent the City has a Guaranteed Annual Tonnage obligation under Section II.1) or the City's Residential Acceptable Waste, the City shall first offer to dispose of such Tonnage at the Facility upon terms and conditions substantially similar to such Third-Party arrangements.

(b) In turn, subject to the limits of applicable law, if WMI shall propose or elect to continue to operate the Facility beyond the term of this Agreement, WMI shall so advise the City, and, upon request of the City, WMI shall make available to the City disposal capacity at the Facility for all or part of the City's Guaranteed Annual Tonnage (to the extent the City has a Guaranteed Annual Tonnage obligation under Section II.1) or the City's Residential Acceptable Waste upon terms and conditions substantially similar to other terms and conditions for disposal

offered by WMI to other municipal entities with which WMI is contracting on a long-term basis for the supply of waste during such extended term of operation.

2. (a) At least six months prior to the end of the term of this Agreement, WMI and the City shall meet for the purpose of discussing the continued operation of the Facility and the terms and conditions which might apply to Residential Acceptable Waste disposal by the City during any such continued operations.

(b) The rights of first refusal contained in Section XV.1 shall be applicable only during the first year after the end of the term of this Agreement and shall be forever discharged if, having been offered rights pursuant to this Section XV, a party shall elect not to accept the terms and conditions and the other party shall have thereafter entered into an arrangement for waste disposal on such terms and conditions with a Third Party.

SECTION XVI

MISCELLANEOUS

1. Applicable Law. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement.

2. Compliance with Laws. In the performance of this Agreement, each party shall comply with all Federal, state, and local laws, rules, ordinances, regulations, and all administrative and judicial positions known to it, except for such period as it may in good faith be contesting the validity or application thereof.

3. Severability. If any court or body of competent jurisdiction holds any provision of this Agreement invalid, the remainder of this Agreement shall remain in full force and effect.

4. Headings. The Section headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

5. Notices. All notices given pursuant to this Agreement shall be transmitted by prepaid certified mail, return receipt requested, with notice deemed to be given upon receipt, addressed as follows:

If to the City:

If to WMI: Wheelabrator Millbury Inc.
331 Southwest Cutoff Road
Millbury, MA 01527
Attn: Plant Manager

With a copy to: Wheelabrator Millbury Inc.
c/o Wheelabrator Environmental Systems Inc.
4 Liberty Lane West
Hampton, NH 03842
Attn: General Counsel

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice to the other party.

6. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and understandings of the parties. This Agreement may be amended or modified only by written instrument duly executed by the parties hereto.

7. Enforcement; Waiver. The failure on the part of any party to enforce any provision of this Agreement shall not be construed as a waiver of its right to enforce such provision in the future. A waiver of any term of this Agreement on the part of any party in one case shall not be construed as a waiver in any other and shall not affect any other term of this Agreement.

8. Non-Binding Mediation. Either party to this Agreement may request non-binding mediation of any dispute arising under this Agreement provided that a party shall not be required to participate in non-binding mediation with respect to any particular matter that has been previously the subject of such mediation or that has been determined by a court of appropriate jurisdiction. If a party shall request non-binding mediation by a notice in writing to the other, such notice shall specify the particular provisions of this Agreement and the particular facts with respect to which a dispute exists and shall set forth, in brief, the position of the requesting party with respect thereto. The following procedure shall apply:

(a) The president or other senior officer of WMI and the chief executive officer or chief operating officer of the City (together, the "Designated Officers") shall meet with all reasonable dispatch at a time and place reasonably selected by them. Without limiting the discretion of the aforesaid officers, it shall, for purposes of this paragraph, be reasonable if the time shall be within ten (10) business days and if the place shall be within the City or at the Facility.

(b) The meeting between the Designated Officers may be attended by such staff or consultants as each such officer shall deem appropriate. Each party shall be given an opportunity to state its position, the requesting party to have the first opportunity to do so. The Designated Officers shall discuss whether they believe that there is a basis for resolution of the matter, with or without the assistance of an independent mediator. Either party may at any time thereafter state its intention to request the assistance of an independent mediator. Thereupon that party shall, within ten (10) business days, deliver to the other a proposed list of at least three candidates for mediator, each of whom shall be a professional engineer or an attorney and none of whom shall have any current or on-going relationship to the proposing party. Unless the other party shall reject every candidate for reasonable cause, such other party shall select one of the candidates and that candidate shall be mediator for the matter. If such other party shall reject every candidate for reasonable cause, such other party shall propose three different candidates and the process shall be repeated until a mediator is selected.

(c) The mediator selected shall have full discretion as to the conduct of the mediation and each party shall in good faith participate in the mediator's program to resolve the dispute until and unless either the parties reach agreement with respect to the disputed matter or one party determines in good faith that there is no reasonable likelihood that a resolution will result.

(d) Mediation is intended to assist the parties in dispute resolution. No mediator shall be empowered to render a binding decision and neither party shall be required to agree to a settlement that it in good faith believes is contrary to a correct interpretation of this Agreement and contrary to its interests. Each party shall bear its own expenses arising out of any mediation under this Agreement.

(e) Following the conclusion of any mediation process initiated pursuant to Section XVI.8 herein, either party may bring any action with respect to enforcement of this

Agreement either in the appropriate Superior Court for the Commonwealth or the United States District Court for the District of Massachusetts. Judicial proceedings held in Massachusetts state or federal courts will be the sole forum for binding dispute resolution. Each party waives the right to a trial by jury.

9. Most Favored Nations. (a) Provided the City has executed this Agreement by December 31, 2007, WMI agrees that, for a period commencing January 1, 2008 and ending January 1, 2015, it will not enter into a substantially similar waste disposal agreement with any municipality that contains a lower tipping fee than the then current Tipping Fee unless the City is provided an opportunity to amend this Agreement to reduce the City's then current Tipping Fee; provided, however, that the foregoing clause shall not apply to any agreement under which WMI and/or an affiliate of WMI provide both waste hauling and disposal services [,or any agreement between WMI and the Town of Millbury]. For the avoidance of doubt, a waste disposal agreement with a different term than that set forth herein, or which contains a materially different tonnage commitment than that agreed to by the City herein, shall not be considered "substantially similar."

(b) The foregoing clause supersedes, as of the date hereof, any other "right of first refusal" clause or agreement between WMI and the City.

10. Transfer Agent. If, during the term of this Agreement, the City becomes a member of a regional solid waste entity (the "Solid Waste District") either through general or special legislation or through an intermunicipal agreement, the City may request that WMI act as a transfer agent for funds paid by the City to the Solid Waste District (the "Transfer Agent") by notifying WMI in writing that the City has become a member of the Solid Waste District and that it would like WMI to act as the Transfer Agent. If the City makes such request, WMI agrees to remit to the Solid Waste District any amounts which the City designates in its payments to WMI to be remitted to the Solid Waste District, provided such amounts are in excess of any outstanding amounts then owed to WMI by the City. In no event, however, shall WMI have any responsibility or liability in its role as the Transfer Agent except as set forth in this Section XVI.10.

SECTION XVII REPRESENTATIONS, WARRANTIES AND COVENANTS

1. City Representations, Warranties and Covenants. The City hereby represents, warrants and covenants to WMI as follows:

(a) The City is a municipal corporation duly created and existing pursuant to the laws of the Commonwealth of Massachusetts. The City has the full legal right, power and authority to enter into this Agreement and to perform its duties and obligations hereunder. This Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable against it in accordance with its terms, and the authorization, execution, delivery and performance of this Agreement by the City does not violate any law, judgment, order, ruling or regulation applicable to the City and does not constitute a breach of or default under any agreement or instrument by which the City is bound.

(b) The City is subject to suit on account of this Agreement and may, in an appropriate action brought before a court with proper jurisdiction, be liable in damages for breach of contract, including interest.

(c) No material action, suit, proceeding or official investigation has been threatened, publicly announced or commenced against the City by any federal, state or local governmental authority or agency, or in any federal, state or local court that seeks to enjoin, assess civil or criminal penalties against, assess civil damage against or obtain any judgment, order or consent decree binding the City on account of this Agreement or any actions contemplated to be taken by the City under this Agreement.

(d) The City is not subject to any federal, state or local law or regulation or written interpretation thereof by any applicable regulatory authority, that would make the execution or delivery by the City of this Agreement, the compliance by the City with the terms and conditions hereof, or the consummation by the City of the transactions contemplated hereby, a violation of such law or regulation.

2. WMI Representations, Warranties and Covenants. WMI represents, warrants and covenants to the City as follows:

(a) WMI is a corporation duly organized and validly existing in good standing in the State of Delaware and is qualified and authorized to do business in the Commonwealth of Massachusetts.

(b) WMI has full power and authority to enter into this Agreement and to perform its duties and obligations hereunder. This Agreement has been duly authorized, executed and delivered by WMI and the authorization, execution, delivery and performance of this Agreement by WMI shall not violate any law, judgment, order, ruling or regulation applicable to

WMI and constitutes a legal, valid and binding obligation of WMI, enforceable against it in accordance with its terms except as the enforcement thereof may be subject to bankruptcy and insolvency laws or similar laws affecting creditors' rights or equitable principles, and does not constitute a breach of or default under any agreement or instrument by which WMI is bound.

(c) No material action, suit, proceeding or official investigation has been threatened, publicly announced or commenced against WMI or the Guarantor by any federal, state or local governmental authority or agency, or in any federal, state or local court, that seeks to enjoin, assess civil or criminal penalties against, assess civil damage against or obtain any judgment, order or consent decree binding WMI on account of this Agreement or the Guarantor on account of the actions contemplated to be taken by WMI hereunder or by the Guarantor.

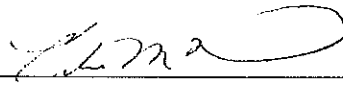
(d) To the best of WMI's knowledge and belief there is no federal, state or local law or regulation thereunder or written interpretation thereof by any applicable regulatory authority, that would make the execution or delivery of the Guaranty or the consummation by the Guarantor of the transactions contemplated thereby, a violation of such law or regulation.

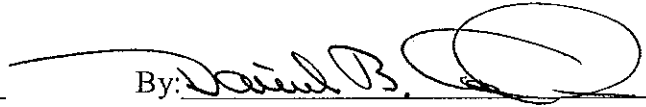
(e) Pursuant to M.G.L. Chapter 62, Section 49A, WMI has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives as of the day and year first above written.

Approved as to form:

City of Newton:

By: 

By: 

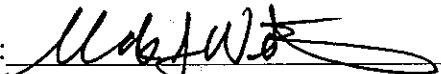
Name: EILEEN M. MCGETTIGAN

Name: DAVID B. COHEN

Title: ASST. CITY SOLICITOR

Title: MAYOR

WHEELABRATOR MILLBURY INC.

By: 

Name: MAC A. WEIDMAN

Title: PRESIDENT

APPENDIX I
CENTRAL MASSACHUSETTS
RESOURCE RECOVERY COMMITTEE COMMUNITIES

1. Town of Auburn
2. Town of Dover
3. Town of East Brookfield
4. Town of Franklin
5. Town of Grafton
6. Town of Holden
7. Town of Holliston
8. Town of Hopedale
9. Town of Hopkinton
10. Town of Maynard
11. Town of Medfield
12. Town of Medway
13. Town of Mendon
14. Town of Milford
15. Town of Millbury
16. Town of Millis
17. Town of Milville
18. Town of Natick
19. Town of Needham
20. City of Newton
21. Town of Northborough
22. Town of Northbridge
23. Town of Oxford
24. Town of Paxton
25. Town of Princeton
26. Town of Rutland
27. Town of Sherborne
28. Town of Shrewsbury
29. Town of Southborough
30. Town of Spencer
31. Town of Upton
32. Town of Walpole
33. Town of Westborough
34. Town of Weston
35. Town of Westwood
36. City of Worcester

APPENDIX II

Solid Waste Management Facility Regulations



**WHEELABRATOR TECHNOLOGIES INC.
A WASTE MANAGEMENT COMPANY**



CUSTOMER/HAULER SAFETY and ENVIRONMENTAL REQUIREMENTS

Zero Tolerance for Unsafe Acts, Behaviors, and Conditions

- < Wheelabrator is committed to safety! Wheelabrator has established a goal of zero tolerance for unsafe acts and conditions. Customers/Haulers (Hauling companies) working at Wheelabrator facilities must understand that safety is paramount to the success of all work and that poor safety work practices will not be tolerated. Safety performance may be used as a factor when selecting Customers/Haulers for future work. Wheelabrator requires its Customers/Haulers to fully comply with applicable OSHA regulations at all times. Violators may be removed from a facility. If you have questions, please ask.

Arriving at the Facility - Security

- < Wheelabrator reserves the right to require each Customer's/Hauler's employee to wear an identification badge provided by the facility.
- < All Customers/Haulers must be covered by a valid contract including:
 - Customer/Hauler declaration;
 - Safety and Environmental Requirements for Special Waste Haulers; and
 - Current certificate of insurance
 - Customers/Haulers must have valid licenses and certificates applicable for the work being performed.

Communications

- < Obey the Loader Operator or other designated Wheelabrator employee's instructions at all times.
- < In the event of an emergency medical or otherwise, the Customer/Hauler is to contact the Control Room using the plant phone or paging system. In general, Customers/Haulers should not call 911 using a personal cellular phone.

Customer/Hauler Safety and Environmental Evaluations

- < Wheelabrator strongly believes that performing work safely begins at the top with commitment from management. Customers/Haulers will take action when work performance feedback is provided by Wheelabrator.
- < If Wheelabrator observes safety hazards or environmental incidents caused by a Customer/Hauler, which pose an imminent danger, Wheelabrator will stop the work and require the Customer's/Hauler's supervisor to take immediate corrective action to eliminate the hazard(s).
- < Customer's/Hauler's employees who demonstrate an attitude of indifference towards safety or the environment may result in Wheelabrator staff removing them from the site or terminating the contract.

- < Customer's/Hauler's employees who fail to perform work in compliance with the contract requirements may be permanently removed from the site.

Customer/Hauler Vehicles

- < Reverse alarms shall be operable on all equipment.
- < All equipment shall be operated at a safe speed.
- < No persons are permitted to ride on the outside of vehicles.
- < Seatbelts must be used at all times while operating equipment.

Drug and Alcohol Program

- < All Customers/Haulers working at Wheelabrator facilities must have a fully implemented drug and alcohol program. Elements of the program shall include, but not limited to the following:
 - a Customer's/Hauler's employee shall not show up for work at the facility while under the influence of drugs or alcohol;
 - a provision for drug and alcohol testing when there is reasonable suspicion; and
 - a method for communicating when the Customer's/Hauler's employee is taking prescription medications that could influence work performance.
- < Wheelabrator is not responsible for the administration of the program.

Emergency Evacuation

- < The general fire alarm will be sounded for all emergencies requiring evacuation. When this alarm sounds, leave the facility immediately.
- < If an emergency alarm sounds, know your escape route. Do not use the elevator. Use stairwells and follow the exit signs.
- < The primary assembly point for any evacuation is at the administrative building parking lot, unless otherwise instructed. Each facility has a secondary evacuation assembly point. When the primary assembly point cannot be used, the facility will instruct the Customer/Hauler where to meet.

Fall Protection

- < For hand unloading within 15 feet of the pit, the following fall protection requirements must be used:
 - a guardrail system or floor and wall opening covers as applicable;
 - a personal fall arrest system consisting of a full body harness and a lanyard with locking snap-hooks attached to a secure anchor point; or
 - a safety net system.
 - Chains/Safety gates on all work platforms must be closed when the platform is occupied.

First-Aid and Medical Attention

- < Each Customer/Hauler must have a First-Aid kit available. Bloodborne pathogen training and related equipment is the responsibility of the Customer/Hauler.
- < **All accidents, injuries, and near misses must be reported immediately to the Control Room.**

- < **Where emergency services are required, the call will be made through the Control Room. Contact the Control Room for all emergencies.** In general, Customer's/Hauler's should not dial 911 from a cellular phone.
- < Know where the closest emergency eyewash and shower stations are located and how to operate them.

Hazard Communications

- < Prior to bringing any hazardous chemical on site, Customers/Haulers will submit the MSDS to be used for the project. Once the hazardous chemical has been approved by Wheelabrator, the Customer/Hauler will follow the facility chemical storage and disposal requirements. Customers/Haulers will disclose any hazardous materials brought on site and the MSDSs must be kept readily available.
- < Customers/Haulers must coordinate with the facility before storing any hazardous materials. Information such as: the quantity, location to drains, and material compatibility will be addressed.
- < Customers/Haulers are responsible for the removal and disposal of any hazardous materials brought on site in accordance with applicable law.
- < Containers, lines, and tanks are labeled at the facility. If you have a question, ask the Control Room.
- < MSDSs for all hazardous materials used on the site by Wheelabrator are available at multiple locations (e.g., in the Control Room). If you have a question about a hazardous material used at the site, ask the Control Room.

Incident Investigation and Reporting

- < Customers/Haulers are required to report all workplace incidents to the Control Room immediately. An incident is defined as any OSHA Recordable, Near Miss, Lost Work or Restricted Duty event.
- < Customers/Haulers must, within 24 hours of occurrence, complete an Incident Investigation Report. The investigation shall contain at a minimum the information required on OSHA's Form 301 and the following: causal factor(s), root cause(s), corrective actions and alternative solutions for preventing a re-occurrence of the event. The completed report shall be provided to the Control Room.

Ladders

- < Portable metal ladders and other portable conductive ladders may not be used near exposed energized lines or equipment.
- < Portable extension ladders must be extended 3 feet above the point of support and shall be tied off or held securely by another person.
- < Do not separate extension ladders for individual use.
- < Portable "A" frame ladders must be fully opened before use.
- < Do not climb step ladders that are leaned against walls, tanks, or other vertical surfaces.
- < No damaged or modified ladders are permitted on site.
- < Do not use "job-built" ladders or make-shift ladders (like pallets).
- < Face the ladder at all times and maintain three points of contact.

Leaks and Spills

- < Leaks or spills to the ground are not permitted. If you observe a leak or spill of any quantity, immediately notify the Control Room.
- < All temporary fuel and chemical storage tanks shall have a means of secondary containment.
- < Never release chemicals, oils, fuels, solvents, etc., into plant drains, sinks, or sewers.
- < No hazardous waste is to be generated unless permitted by the Customer's/Hauler's contract with Wheelabrator.
- < Do not dispose of waste generated on site onto the tipping floor.
- < Install temporary covers when performing any work within 20 feet of drains. Such activities include work with liquid chemicals and oil.
- < Clean tools and equipment of ash inside the plant structure before leaving property.

Materials Handling

- < Do not store materials in a manner that restricts access, blocks emergency/fire equipment or obstructs views of roadways or walkways.
- < Do not stack materials too high. Acceptable height is based on the stability of the materials being stacked.
- < Materials must be able to be self supported or by using vertical, horizontal, and diagonal braces.
- < All materials stored in elevated areas must be securely fastened to prevent falling.

Mobile Equipment

- < Customers/Haulers are not permitted to use Wheelabrator equipment and tools unless authorized. Authorized is defined as performed with Wheelabrator supervisory approval by trained persons.

Personal Protective Equipment

- < Customers/Haulers must provide PPE to their employees.
- < All PPE shall be worn in accordance with manufacturer instructions (e.g., hard hats facing forward).
- < Unless otherwise designated by Wheelabrator, hard hats are required in all areas of the facility. Wheelabrator reserves the right to require Customers/Haulers to wear hard hats and reflective safety vests of a specified color.
- < Safety glasses with permanently affixed side shields are required at all times on site, except in designated areas. Mirrored safety glass lenses or shades of any color greater than 10% are not permitted while working indoors.
- < Work boots with hardened (steel, fiberglass) toes are required. Sneakers are not permitted.
- < Work gloves shall be worn when required.
- < Goggles are recommended in areas where dust and particulate are present.
- < Hearing Protection is required in all areas inside of the facility. Double hearing protection is required in areas where signs are posted.
- < Face shields are required for all grinding and chemical transfer operations.
- < Customers/Haulers are required to follow the instructions on all posted signs.

Personal Hygiene

- < Customer's/Hauler's employees are required to thoroughly wash their hands and face before eating or drinking if involved with the unloading process.
- < Customers/Haulers may not enter lunchrooms or administrative areas with dirty or dusty protective work clothing or equipment.

Parking

- < Park only in areas designated by Wheelabrator.
- < Never block building exits, emergency routes, fire lanes, or emergency or fire equipment.

Respiratory Protection

- < Wheelabrator employees are required to wear respirator protection while performing specific tasks or while working in specific environmental conditions. Respiratory protection selection is based on air sampling data collected during these tasks and in various conditions.
- < Customers/Haulers shall wear respiratory protection in all posted areas.
- < Customers/Haulers must select the appropriate respiratory protection for their employee's exposures. Customers/Haulers are free to review Wheelabrator industrial hygiene air sampling data to assist in selecting the appropriate respiratory protection. However, Wheelabrator's air sampling data may not be relevant to the tasks the Customer/Hauler will be performing. Customers/Haulers are required under OSHA Standards to assess their employees' exposure(s) to air contaminants.
- < Customers/Haulers using respiratory protection are required by OSHA to have a respiratory protection program.
- < In accordance with OSHA's Standard, Customers/Haulers wearing tight fitting respirators must be clean shaven, with no facial hair impeding the face to respirator seal or exhalation valve operation.

Speed Limit

- < All vehicles operated on Wheelabrator property shall obey posted speed limits.
- < Adjust speed in response to reduced visibility or slippery conditions.

Tipping Floor, Fuel Yards and, Ash and Metal Recovery Loading/Unloading Areas

- < Each Wheelabrator facility has a tipping floor or fuel/waste unloading area policy. The policy is attached – see Appendix III-2 for the specific site rules.
- < Tipping Floor, Fuel Yards and, Ash and Metal Recovery Loading/Unloading Areas are restricted to authorized persons.
- < Customers/Haulers are not permitted in the fuel yard (e.g., wood, tires, culm) and ash and metal recovery loading/unloading areas unless authorized by a Wheelabrator employee.

Tools and Equipment

- < Customers/Haulers are not allowed to use Wheelabrator tools or equipment unless authorized.

Unsafe Acts, Horseplay, Intoxicants, Firearms

- < **No unsafe acts, horseplay, intoxicants, or firearms are allowed on site.**
- < **Follow instructions in all posted areas - observe all warning signs!**

Walking/Working Surfaces

- < Keep all walking/working surfaces free of debris, trip hazards (cords, hoses, and lines), slippery, or spilled materials.
- < Keep emergency/fire equipment, eyewash stations/safety showers clear at all times.
- < Keep exits, stairways, and corridors clear of obstructions at all times.

Miscellaneous

- < Smoking or chewing tobacco is only permitted in designated areas.
- < Eating or drinking is not permitted at any time within the facility except in designated areas.
- < Customers/Haulers are not permitted in warehouse areas unless accompanied by a Wheelabrator employee.
- < Housekeeping is a continuous effort; Customers/Haulers are required to keep work areas clean and orderly.
- < Barrier Tape:
 - Yellow Tape in the plant – Customers/Haulers can enter the area with caution.
 - Red Tape in the plant – Do Not Enter.

APPENDIX III -1

CUSTOMER'S/HAULER'S DECLARATION

As the duly authorized and designated representative of [NAME OF Customer/Hauler], I hereby certify for myself and for and on, behalf of Customer/Hauler that:

1. Customer/Hauler has been advised and instructed by Company concerning working conditions including potential hazards, if any, involved in the job and/or location in which Customer/Hauler will be working or present.
2. Customer/Hauler has been instructed and will instruct all of its agents, subcontractor and employees, prior to their reporting to Company's premises, with respect to such conditions and/or hazards and the proper safety precautions to be observed in regard thereto.
3. Customer/Hauler has issued or will issue to all such agents and employees, all necessary, adequate, and operative protective clothing and equipment, together with full instructions and training for their use, prior to the start of said work.
4. Customer/Hauler will properly supervise all such agents, subcontractor and employees to ensure compliance in the use of protective clothing and equipment and in the strict observance of the facility site's Safety and Environmental Requirements For Special Waste Haulers and all other federal, state, and local regulations.
5. Customer/Hauler acknowledges that a copy of the Wheelabrator Safety and Environmental Requirements For Special Waste Haulers has been provided to and will be followed by all employees, agents, and subcontractor of the Customer/Hauler.
6. Customer/Hauler acknowledges the following items were specifically discussed:
 - Company site specific Safety and Environmental Requirements For Special Waste Haulers, and consequences for non-compliance with the contract;
 - Plant Specific Tipping Floor Policy;
 - Site-specific physical and chemical hazards, including OSHA Hazard Communication;
 - Site-specific emergency procedures;
 - Eye, Foot, Hand, Head, Hearing, and Fall protective requirements;
 - OSHA inorganic arsenic, cadmium, lead, and respiratory protection standard requirements, including site-specific industrial hygiene monitoring data available for Customer/Hauler examination, and the associated use of respiratory protection, protective clothing, personal hygiene, and work practices.*

* Be advised that OSHA's policy is to prohibit the use of negative pressure and/or tight-fitting respirators where employee facial hair interferes with the face-to-facepiece seal.
The Company endorses and complies with this policy.

7. Customer/Hauler has implemented its employer obligations under the Federal OSHA and Department of Transportation (DOT) or equivalent State plan regulations listed below and has policies, procedures, programs, and systems in place to fulfill these obligations. This list of regulatory requirements may be modified by Wheelabrator based on the actual tasks and unloading situation.
- First Aid and Medical Attention (29CFR1910.151 & 29CFR192.23)
 - Personal Protective Equipment (29CFR1910 Subpart 1 & 29CFR1926.28 & 95) including:
 - Occupational Foot Protection (29CFR1910.136 & 29CFR1926.96)
 - Head Protection (29CFR1910.135 & 29CFR1926.100)
 - Hearing Protection (29CFR1910.95 & 29 CFR1926.101)
 - Eye and Face Protection (29CFR1910.133 & 29CFR1926.102)
 - Fall Protection (29CFR1926.104 & 500-503)
 - Hazard Communication (29CFR1910.1200 & 29CFR1926.59)
 - Respiratory Protection (29CFR 1910.134 & 29CFR1926.103)
 - Lead (29CFR1910.1025 & 29CFR1926.62)
 - Cadmium (29CFR1910.1027 & 29CFR1926.1127)
 - Inorganic Arsenic (29CFR1910.1018 & 29CFR1926.1118)
 - Hand and Power Tools (29CFR1910 Subpart P 29CFR1926, Subpart I)
 - Materials Handling, Storage, Use, and Disposal (29CFR1910 Subpart N & 29CFR1926 Subpart H)
 - Cranes, Derricks, Hoists, Elevators, and Conveyors (29CFR1910 Subparts F & N, 29CFR1926 Subpart N)
 - Bloodborne pathogens (29CFR 1910.1030).
7. Customer/Hauler is required to report all workplace incidents to the Loader Operator or other designated Wheelabrator employee immediately. An incident is defined as any OSHA Recordable, Near Miss, Lost Work or Restricted Duty event. Customers/Haulers must, within 24 hours of occurrence, complete the incident investigation report form supplied by the Loader Operator or other designated Wheelabrator employee. The incident investigation will at a minimum include: casual factor(s), root cause(s), corrective actions and alternative solutions for preventing re-occurrence. The completed report shall be provided to the Administrative Building.

Printed Name: _____ Signature: _____

Company Name: _____ Date: _____

Wheelabrator Millbury Inc.

Tipping Floor Rules and Procedures

1. Not more than one person per waste delivery vehicle may exit a vehicle on the tipping floor. All other vehicle occupants must remain in the vehicle. If more than one person is required to unload a vehicle, it will be considered a "Special Waste" load and shall be handled according to the requirements below for Assured Destruction/Special Wastes (see No. 15).
2. The designated individual who exits the delivery vehicle must stay within 6 feet of their vehicle when in the tipping building. When closing swinging doors, the driver is to stay with the moving door until it is closed. Vehicles are not to be left unattended.
3. Delivery vehicle occupants shall stay at least 15 feet away from the pit opening.
4. After tipping their load, delivery vehicles shall pull away from the pit to a clear, safe area within the tipping building to close and/or secure the vehicle doors.
5. There shall be no riding on the outside of delivery vehicles.
6. Any violation of these rules by a waste delivery vehicle driver or occupant shall be reported to the hauling company's district office and to the Wheelabrator VP of Environmental Management & Public Policy. The loader operator shall document the hauling company name, license plate or other truck identifier, the date and time of the violation.
7. The front-end loader operators are the only Wheelabrator (WTI) employees or WTI contractors routinely allowed to work in the tipping building. Other WTI employees or WTI contractors are permitted to work within the tipping building to conduct repair and maintenance activities, to conduct waste inspections, to escort visitors, and in case of an emergency. During these events, the WTI employees or WTI contractors shall, at a minimum, notify the loader operator of the type and location of the work to be done before starting the work and shall mark the area where the work will be done with safety tape, barrels, or other equivalent high visibility markers.
8. Any traffic direction will be done by the front-end loader operator while within the loader cab or when standing at the entrance to the tipping building (see No. 9). All loaders and other heavy equipment used in the tipping building shall be equipped with a loud speaker or public address system to clearly communicate with people on the floor or in the other vehicles in the tipping building.
9. If additional traffic directors (WTI employee or WTI contractor) are absolutely necessary, they shall only be located at the tipping building entrance doorway, and shall not enter into the

building any further than 10 feet, and a line shall be painted on the floor 10 feet within the building.

10. The front-end loader operator is to maintain a minimum 15-foot exclusion zone around each delivery vehicle.
11. Loaders shall be equipped with working back-up alarms capable of being heard during high ambient noise periods. The loader operator is to ensure that the alarm is working properly before starting his/her shift.
12. When escorting visitors onto the tipping floor, the WTI escort is to notify the loader operator who will then park and shut down the machine. No waste delivery vehicles are to enter the building during the visit and all delivery vehicles in the building are to have exited before the visitors enter the building. Facilities that have clearly delineated pathways along the wall of the building do not have to cease tipping floor operations during the passage of people along the pathway. In the situation where the loader needs to be operating, e.g., waste inspections, the loader operator needs to pay attention to the task and be fully aware of the location of those on the tipping floor.
13. Non-WTI employees, e.g., WTI Contractors, inspectors, other governmental personnel, etc. that may need to enter the tipping building shall first be given a safety briefing by a WTI employee and then asked to sign a safety declaration that this policy was reviewed with them. If a representative of a governmental agency or office refuses to sign the declaration, the WTI employee shall read the declaration to the governmental representative and then the WTI employee shall sign the declaration noting that the declaration was read to the official. Other casual visitors, e.g., tour groups, should receive the Visitor Safety Briefing, but are not required to sign a safety declaration.
14. To minimize the pedestrian traffic on the tipping floor, restroom facilities, e.g., portable toilets, will not be located within the tipping building.
15. When receiving Assured Destruction or Special Wastes that need special handling such as requiring more than one person to be out of the delivery vehicle, facilities should comply with the following at a minimum. Facilities should attempt to schedule delivery of Assured Destruction/Special Waste (AD/SW) materials during low waste delivery traffic hours. After the AD/SW delivery vehicle has parked on the tipping floor, the loader operator shall park the loader until the AD/SW vehicle has unloaded and all "pedestrians" are off the tipping floor, e.g., in the delivery vehicle or exited the tipping building.
16. Any WTI employees or WTI contractors moving closer than 6 feet from the pit opening shall wear a harness and lifeline secured to a suitable anchor, and shall notify the loader operator in advance of this activity.
17. Signs shall be posted at the scale house and entrance to the tipping building summarizing these rules.

18. All WTI employees, WTI contractors, Refuse Drivers or others conducting business on the tipping floor, e.g., agency inspectors, shall wear hard hats, sturdy shoes, eye protection and high visibility vests when in the tipping building.
19. WTI employees or WTI contractors that do not observe these rules are subject to disciplinary action, up to and including termination.
20. Delivery vehicle occupants that do not obey these rules are subject to being banned from the facility along with their company being banned.
21. Variances from these rules will be granted in writing on a case-by-case basis by the WTI VP of Environmental Compliance and Public Policy.

APPENDIX IV-1

INSURANCE

During the term of this Agreement, the City and its haulers shall keep in force the following minimum insurance coverages on an occurrence basis with insurance companies rated "B+" or better by A.M. Best rating service:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers' Compensation Insurance Employers' Liability Insurance	Statutory Per Occurrence \$1,000,000
Comprehensive General Liability Insurance, including contractual and products/completed operations	Per Occurrence \$1,000,000 General Aggregate \$2,000,000
Comprehensive Automobile Liability Insurance, including non-owned and hired vehicle coverage	For bodily injury and property damage Per Occurrence \$1,000,000
Comprehensive Excess Umbrella	Per Occurrence \$4,000,000

The comprehensive general liability insurance shall be specifically endorsed to provide coverage for the contractual liability accepted by the City in this Agreement.

Prior to disposing of any Acceptable Waste at the Facility, the City and its haulers shall furnish WMI certificates of insurance or other evidence satisfactory to WMI to the effect that such insurance has been procured and is in force. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, the City and its haulers shall furnish WMI certificates of insurance, in accordance with the terms hereof, evidencing the renewal of such insurance for a period equal to at least the earlier of (a) the expiration of the term of this Agreement and (b) one year from the date of expiration of the then current insurance policies.

The insurance policies required herein shall be endorsed with, and the certificates of insurance shall contain, the following language:

"Wheelabrator Millbury Inc. and its affiliates are named as an additional insured with respect to the comprehensive general, excess umbrella, and automobile liability policies set forth herein. A waiver of the underwriter's rights of subrogation applies in favor of Wheelabrator Millbury Inc. and its affiliates as their interest may appear with respect to all policies described herein."

The certificates shall also contain the following express obligation:

"In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

APPENDIX IV-2

INSURANCE

During the term of this Agreement, WMI shall keep in force the following minimum insurance coverages on an occurrence basis with insurance companies rated "B+" or better by A.M. Best rating service:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers' Compensation Insurance Employers' Liability Insurance	Statutory Per Occurrence \$1,000,000
Comprehensive General Liability Insurance, including contractual and products/completed operations	Per Occurrence \$1,000,000 General Aggregate \$2,000,000
Comprehensive Automobile Liability Insurance, including non-owned and hired vehicle coverage	For bodily injury and property damage Per Occurrence \$1,000,000
Comprehensive Excess Umbrella	Per Occurrence \$4,000,000

APPENDIX V

CORPORATE GUARANTEE

This Guarantee Agreement (this "Guarantee"), dated as of _____, 200__, is made and entered into by Waste Management, Inc., a Delaware corporation ("Guarantor").

WITNESSETH:

WHEREAS, Wheelabrator Millbury Inc. (the "Company") is entering into a Waste Disposal Agreement (the "Agreement") effective as of the date of this Guarantee with the City of Newton (the "City") pursuant to which the City will deliver municipal solid waste to the Company's waste-to-energy facility for disposal; and

WHEREAS, Guarantor will directly or indirectly benefit from the Agreement.

NOW, THEREFORE, in consideration of the City entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. Guarantor and its successors and assigns hereby guarantee to the City that it will cause the Company to perform all of its obligations and responsibilities in accordance with the terms and conditions of the Agreement. Guarantor shall be entitled to all the defenses and benefits of the terms and conditions of the Agreement.

2. This Guarantee shall become effective only upon the effective date of the Agreement.

EXECUTED as of the day and year first above written.

WASTE MANAGEMENT, INC.

By: _____

Name: _____

Title: _____

WASTE MANAGEMENT, INC.

By: _____

Name: _____

Title: _____