

AMENDMENT NO. 2  
TO AN  
AGREEMENT  
BY AND BETWEEN  
THE CITY OF NEW HAVEN  
AND

EXECUTED  
ORIGINAL

CONNECTICUT WASTE PROCESSING, DIVISION OF CWPM, LLC (FORMERLY  
CONNECTICUT WASTE PROCESSING, DIVISION OF  
MANAFORT BROTHERS, INC.)  
A08-0019

This Amendment No. 2, entered into this 29<sup>th</sup> day of January, 2008, and effective on March 1, 2000, by and between the City of New Haven, with offices at 165 Church Street, New Haven, CT 06510 (herein referred to as the "City"), and Connecticut Waste Processing, Division of CWPM, LLC (formerly Connecticut Waste Processing, Division of Manafort Brothers, Inc.), with offices at 25 Norton Place, P.O. Box 415, Plainville, CT 06062 (herein referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, effective March 1, 2000 and pursuant to the approval of the City's Board of Aldermen, the City and Contractor entered into an agreement number A00-0355 and an Amendment No. 1 thereto (A07-0118) (herein referred to collectively as the "Agreement") for various operations pertaining to the City's Transfer Station; and

WHEREAS, the City has been and continues to be satisfied with all of the services rendered to it by the Contractor under the Agreement; and

WHEREAS, the City and the Contractor now wish to amend the Agreement to reflect that the City is exercising its second option to renew the Agreement; and

WHEREAS, funds to support the option to renew are available from Account Numbers that may include 15018120-56694 and/or 15018110-56694 (CAPO Numbers 20071132-06, 20071133-07, and 20071134-05).

NOW THEREFORE, the City and the Contractor mutually agree to amend the Agreement as follows:

1. The Agreement is amended by and shall include the applicable provisions of a letter (the "Letter") from the City's Pierre Barbour to the Contractor dated November 28, 2007, a copy of which is attached hereto and made a part hereof as though fully set forth herein. The Letter is in reference to "Letter of Agreement, Renewal Option Year No. 2, City of New Haven and CWPM..." In the event of any conflict between any provision of the Letter and any provision of this Amendment No. 2, the Amendment No. 2 provision shall control.

2. In Section III, the paragraph under "301. Contract Term" is hereby deleted in its entirety and in its place is substituted the following paragraph:

The effective date of this Agreement is March 1, 2000. This Agreement shall expire no later than February 28, 2009. Notwithstanding the foregoing and notwithstanding any other provision contained in this Agreement, this Agreement shall expire on December 31, 2008 if the Waste Supply and Disposal Agreement dated June 7, 1993 by and between the City and Wheelabrator Environmental Systems, Inc. expires on December 31, 2008. Irrespective of any of the foregoing and irrespective of when this Agreement expires, the City shall have one (1) additional one-year option to renew this Agreement (the "Final Option to Renew") that may be exercised at the City's sole and absolute discretion. It is understood, acknowledged and agreed that in the event the City exercises the Final Option to Renew, the Final Option to Renew shall cause this Agreement to expire no later than February 28, 2010.

3. Any and all other provisions of the Agreement that are required to be amended in order to effectuate the City's option to renew the Agreement as set forth above that have not been specifically and expressly amended by this Amendment No. 2 are hereby amended so that they effectuate said option to renew.

EXCEPT AS MODIFIED HEREIN BY THIS AMENDMENT NO. 2, all terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have executed five (5) counterparts of this Amendment No. 2 (A08-0019) as of the date first above written.

WITNESSES:

CITY OF NEW HAVEN

1. Patricia Lawler  
2. [Signature]

By: [Signature]  
John DeStefano, Jr., Mayor  
City of New Haven

Approved as to Form and  
Correctness:

James S. DelVino  
Assistant Corporation Counsel

WITNESSES:

CONTRACTOR

1. [Signature]  
2. [Signature]

By: [Signature]  
Connecticut Waste Processing,  
Division of CWPM, LLC  
Duly Authorized



34 MIDDLETOWN AVENUE  
NEW HAVEN, CT 06513

John Prokop, Director  
Telephone (203) 946-7700  
Fax (203) 946-7357



John DeStefano, Jr.  
Mayor

November 28, 2007

CWPM  
25 Norton Place  
PO Box 415  
Plainville, CT 06062  
Attn: Jason Manafort

RE: *Letter of Agreement, Renewal Option Year No. 2, City of New Haven and CWPM*

Dear Jason:

I am writing to inform you that the City of New Haven has chosen to exercise its second option for an additional one-year renewal with CWPM for Transfer Station Operations, Maintenance, Management, Hauling, and Other Services, as stated in Amendment I, Section 4 (*dated February 28, 2007*): Pursuant to the language;

*"The effective date of this Agreement is March 1, 2000. This Agreement shall expire no later than February 29, 2008. Notwithstanding the foregoing, the City shall have two (2) additional one-year options to renew that are to be exercised at the City's sole and absolute discretion."*

As with the prior amendment, there will be a three percent (3%) increase to the CWPM fee structure, as well as, the reimbursement to the City for personnel expenses.

Currently, the user fee is \$4.00/ton and no increase was opted in the year 1 amendment, however, the City is also requesting to increase this by 3% to \$4.12 per ton.

	3/1/08-2/28/09
<i>Operations, Maintenance and Management (OMM) Fee</i>	\$ 267,946
<i>MSW fee/ton hauled to PDF primary disposal facility (Lisbon)</i>	\$ 15.22
<i>MSW fee/ton hauled to ADF alternate disposal facility (Brdprt)</i>	\$ 9.55
<i>Commingled recycling disposal fee</i>	\$ 23.29
<i>Newspaper recycling disposal fee</i>	\$ 23.29
<i>Reimbursement for City Personnel</i>	\$ 148,691
<i>User Fee</i>	\$ 4.12



[www.cityofnewhaven.com](http://www.cityofnewhaven.com)

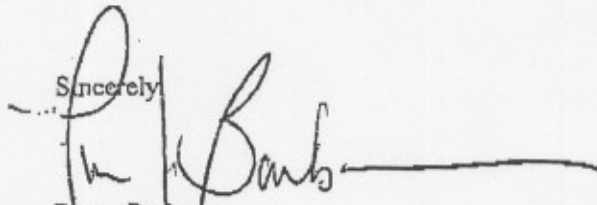
RECEIVED  
 2007 DEC -4 PM 3:28  
 CITY OF NEW HAVEN  
 DEPARTMENT OF PUBLIC WORKS

One qualification to the City's decision to exercise its second option will be that the CWPM renewal agreement shall terminate on December 31, 2008, if the City so chooses to terminate the current disposal agreement with Wheelabrator Resco.

Your signature and return of this Letter of Agreement will initiate the contract renewal procedure, and contract documents will be sent to you in advance of February 29, 2008 for execution.

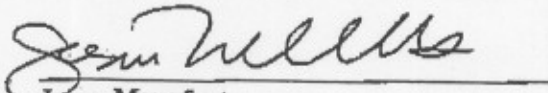
Please feel free to call me at (203) 946-6345, or Director John Prokop at (203) 946-6132, to discuss any questions or concerns you may have regarding this matter.

Sincerely,

  
Pierre Barbour  
Chief Fiscal Officer

Agreement

I have read, understand, and agree to the City of New Haven's right to exercise its second option for an additional one-year renewal term with CWPM for Transfer Station Operations, Maintenance, Management, Hauling, and Other Services, as stated above. I understand and agree with the proposed fee structure and with the qualification that the renewed agreement may terminate on December 31, 2008, if the City so chooses.

  
Jason Manafort  
CWPM

11-29-07  
Date

Cc: John Prokop  
Jennifer Pugh  
Jim Del Visco

2007 DEC -4 PM 3:25  
REPT. OF PUBLIC WORKS

**ACORD CERTIFICATE OF LIABILITY INSURANCE** 7/1/2008 DATE (MM/DD/YYYY) 6/28/2007

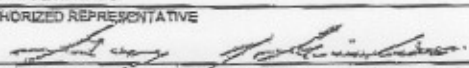
<b>PRODUCER</b> Lockton Companies, LLC-U Hartford 195 Scott Swamp Road Suite 201 Farmington CT 06032 860-678-4000	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURED</b> 1027397 CWPM, LLC 25 Norton Place P.O. Box 415 Plainville CT 06062	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Indian Harbor Insurance Company INSURER B: Liberty Mutual Fire Insurance Co. INSURER C: Everest National Insurance Co. INSURER D: Liberty Mutual Insurance Corp. INSURER E: St. Paul Surplus Lines Ins. Co.

**COVERAGES** CWPL02 9M THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GEC000955406	7/1/2007	7/1/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90 cnd. incl.	AS2-111-259514-027	7/1/2007	7/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> RETENTION \$ 10,000	71G8000022-071	7/1/2007	7/1/2008	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX \$ XXXXXXXX
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WC5-111-259514-017	7/1/2007	7/1/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E		OTHER EXCESS OF \$10,000,000	QY05725120	7/1/2007	7/1/2008	\$15,000,000 / \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Re: Contract #20599-1-3, New Haven Transfer Station, Middletown Avenue, New Haven, CT. City of New Haven is named as Additional Insured with respects to General Liability as required by written contract.

<b>CERTIFICATE HOLDER</b> 2541303 City of New Haven 200 Orange Street New Haven CT 06510	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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