

SOLID WASTE DISPOSAL AGREEMENT

This AGREEMENT made this 13th day of January, 2015, between UPPER DUBLIN TOWNSHIP, in the County of Montgomery and State of Pennsylvania, party of the first part (hereinafter designated "Township") and COVANTA SUSTAINABLE SOLUTIONS, LLC, party of the second part (hereinafter "Contractor").

WHEREAS, Township has duly accepted Contractor's bid proposal dated December 31, 2014, and in reliance thereon has awarded to Contractor, as lowest responsible bidder, the written contract; and

WHEREAS, Contractor has had full opportunity to read and review all of the contract documents and has submitted said proposal as incorporating by reference all of said documents.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and as well for the promise by Township to pay Contractor as specified herein and the promise of Contractor to Township of full and complete performance in accordance with the contract documents, the parties hereto covenant, contract, and agree as follows:

1. Contractor shall and will, for the period of three (3) years, commencing February 1, 2015, provide all the labor, tools, machinery, plant, and equipment and perform all the work of disposing of residential solid waste from the Township in accordance with the prices as detailed under the December 31, 2014 bid proposal of COVANTA SUSTAINABLE SOLUTIONS LLC a complete copy of which is attached hereto and incorporated in this Agreement as Exhibit "A."

The Township, at its sole discretion, may extend the term of this Agreement for two (2) additional two (2) year option periods, as provided under the bid specifications, attached hereto and incorporated herein as Exhibit "B," and as provided under the December 31, 2014, bid proposal. The Township shall provide written notification to the Contractor on or before ninety (90) days from the expiration of the initial term of this Agreement, of its decision to exercise the option(s) provided under this paragraph.

2. The parties hereto hereby agree that the bid specifications and December 31, 2014 bid proposal, Exhibits "A" and "B" hereunder, shall be and are incorporated by reference to as though set forth at length herein
3. It is hereby mutually understood and agreed that the relation of Contractor to the work included in this agreement is that of an independent contractor, and that, as such, he will be responsible for all damage, loss, or injury to persons or property that may arise or be incurred in or during the conduct and progress of the work included in this agreement, either by himself or by subcontractors, agents, or employees, whether or not the same shall

result from negligence and that Township shall be held and kept free and discharged of and from any and all responsibility or liability therefore of any sort or kind; that Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty; that Contractor shall make good any damage that may occur to property in consequence of the work or any of it, and shall assume all blame, loss, and responsibility of whatsoever nature by reason of neglect or violation of any Federal, State, County, or Township laws, regulations, or ordinances, or of any rules or regulations of the Department of Environmental Protection of the Commonwealth of Pennsylvania, or any Board of Health to which he is subject. Contractor further agrees to indemnify, reimburse, and save harmless the Township from any claim or claims or damages caused to persons or property arising out of the doing of work including legal costs and collection, and/or counsel fees caused in defending any suit or suits that may be instituted against the Township and any judgment that may be obtained in any such suit(s).

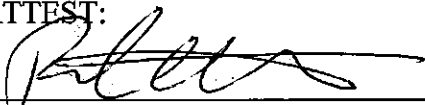
4. The Contractor agrees to indemnify, defend and hold harmless the Township, its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature, to the extent alleged and resulting from the negligence or willful misconduct of Contractor and its subsidiaries and affiliates, and their employees, agents, servants, and sub-contractors in the performance of services required under the contract or any breach of the contract by Contractor.
5. Contractor shall and will accept, insofar as the work covered by this contract is concerned, the provisions of the Pennsylvania Workers' Compensation Act and any and all supplements and amendments thereto which have been or may hereafter be passed, and will either insure their liability thereunder or file with Township a certificate of exemption from insurance duly issued by the Bureau of Workers' Compensation of the Department of Labor and Industry of the Commonwealth of Pennsylvania.
6. Contractor further agrees to furnish bonds satisfactory to Township, with approved corporate surety, in the sum of one hundred percent (100%) of the total amount of this Agreement, in accordance with the requirements set forth in attached Exhibits "A" and "B" conditioned for the full and faithful compliance by Contractor with all the terms, conditions, and requirements of this agreement, and said bonds to be delivered to Township within twenty (20) days after the award of this contract.
 - a. It is expressly understood and agreed that all liabilities, duties, and obligations of Contractor hereunder shall, in the event of his default or failure to perform any or all of the terms and conditions hereof, apply and extend to any surety or sureties

who may give bond hereunder for the faithful performance of this Agreement in all respects, whether in the provisions hereof or hereunder the surety shall be specifically referred to or not. It is further understood and agreed that all rights and remedies of Township hereunder are cumulative and not alternative and may be enforced alternately, successively, or concurrently as Township may elect. This agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

- b. Contractor agrees not to assign or delegate any rights or duties under this contract or any portion of the work hereby contracted for without the consent of the Township in writing, and in no event shall any assignment or delegation relieve Contractor or his surety or sureties from prime responsibility for the faithful performance of this contract.
6. Township, for an in consideration of the covenants and agreements to be kept and performed by Contractor as herein set forth, covenants and agrees to pay Contractor for the work done under and in pursuance of this contract the sums provided under the December 31, 2014 bid proposal, all such sums to be paid in accordance with the provisions for payment contained in the bid specifications and the attached Exhibits "A" and "B."
7. In the event of any dispute between the parties hereto as to compliance with the terms and provisions hereunder, said dispute may, at the option of the Township, unless otherwise provided hereunder, be submitted to the American Arbitration Association for arbitration, whose decision shall be final and binding upon the parties provided, however, that the Township shall first give Contractor written notice, five (5) days prior to such submission to the American Arbitration Association and shall make known in said notice the nature of the dispute and the requirements considered by the Township to be necessary to be met in order to avoid arbitration. In addition to the aforesaid rights of arbitration accruing to the Township, the Township shall have the right, through its Township Manager, to advise the Contractor, in writing, of any particular or specific breach of any term or provision hereunder and said notice by the Manager shall be considered to have been accepted by Contractor without defense and subject to immediate compliance by Contractor unless Contractor, within five (5) days after receipt of said notice, denies, by written notice to Township, the allegations of breach contained in said notice of Township Manager and advises that it (Contractor) desires the alleged breach or breaches to be submitted for arbitration to the American Arbitration Association as aforesaid. Failure of the Township to avail itself of arbitration under the terms and conditions hereof, with respect to the American Arbitration Association, shall not be deemed to constitute a waiver of Township's right to pursue any and all other remedies in law or equity for the determination and/or satisfaction of its rights hereunder.
8. This Agreement constitutes the entire agreement between the parties, and the terms, conditions and provisions of this Agreement shall not be modified, altered, or amended absent a writing duly approved and executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officials as of the date first written above.

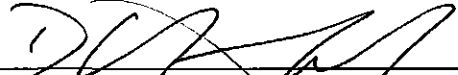
ATTEST:



(Signature)

Date: 2/6/2015

CONTRACTOR

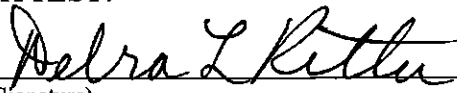


(Signature of Authorized Official)

DEREK VEENHOF, EVP

(Typed Name & Title of Authorized Official)

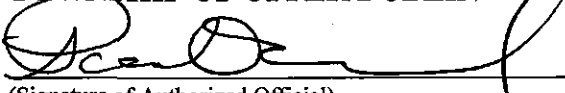
ATTEST:



(Signature)

Date: 2/3/2015

TOWNSHIP OF UPPER DUBLIN



(Signature of Authorized Official)

PAUL A. LEONARD, MANAGER

(Typed Name & Title of Authorized Official)

Exhibit A

Pricing Information

Year	Estimated Tons	Unit Price Per Ton	Total
Feb 2015 - Jan 2016	7,200	\$57.00	\$410,400.00
Feb 2016 - Jan 2017	7,200	\$58.43	\$420,696.00
Feb 2017 - Jan 2018	7,200	\$59.89	\$431,208.00
TOTAL			\$1,262,304.00
Option Period #1:			
Feb 2018 - Jan 2020		\$61.39	
Option Period #2:			
Feb 2020 - Jan 2022		\$62.92	