

SOLID WASTE DISPOSAL AGREEMENT

By and Between

THE CITY OF CLINTON SOLID WASTE AUTHORITY

and

ALLIED WASTE SYSTEMS, INC.

d/b/a

ALLIED WASTE SERVICES OF CORDELL (CLINTON TRANSFER STATION)

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Exhibit 1 - Legal Description of Land

Exhibit 2 – Transfer Station Permit

SOLID WASTE DISPOSAL AGREEMENT

This SOLID WASTE DISPOSAL AGREEMENT (the "Agreement") effective the 1st day of July, 2006, dated this 14th day of August, 2006, between THE CLINTON SOLID WASTE AUTHORITY, and ALLIED WASTE SYSTEMS, INC., a Delaware Corporation, d/b/a ALLIED WASTE SERVICES OF CORDELL (CLINTON TRANSFER STATION)

WITNESSETH:

WHEREAS, the Clinton Solid Waste Authority (hereinafter "Authority") desires to provide for disposal of solid waste for the City of Clinton (hereinafter "City") and others;

WHEREAS, the Authority has agreed to act in its trust capacity, to contract with Allied Waste Systems, Inc., doing business as Allied Waste Services (hereinafter "Operator") to provide a solid waste transfer station (hereinafter "Transfer Station" or "Facility") available for use by the Authority, and the Authority has agreed, among other things, to make payments to the Operator as required by the terms of the agreement

WHEREAS, Operator represents and warrants to Authority that it has the knowledge, facilities and equipment to satisfy all legal or commercial requirements to provide the professional services necessary to permit, manage, operate and maintain the Transfer Station.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Contract Documents. The Authority and the Operator acknowledge that this Agreement is executed to govern the performance of the performance of the services to be provided by the Operator to the Authority. The Operator and the Authority will be bound by the provisions of this Agreement and the terms of the permit (the "Transfer Station Permit") to be issued to the Operator by the Oklahoma State Department of Environmental Quality, pursuant to the terms of this Agreement (this Agreement and the Transfer Station Permit, collectively "Contract Documents"). In connection therewith, Operator and Authority acknowledge and agree that they shall be subject to the terms of this Agreement.
2. Definitions. The following terms shall have the meanings hereinafter prescribed for use in this Agreement
 - 2.1 "Acceptable Waste" means any and all waste that is solid waste, as the latter term is defined in the laws of the United States and/or the state of Oklahoma and/or the regulations promulgated thereunder and that is acceptable for disposal in a landfill, except for "Unacceptable Waste", as defined herein.
 - 2.2 "Hazardous Waste" means any waste, even though it may be part of a delivered load of waste, which:
 - a) is defined as such by the laws of the United States and/or the State of Oklahoma and/or the regulations promulgated thereunder; or
 - b) because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase on mortality or and increase in serious irreversible, or incapacitating reversible,

illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise improperly managed; or

- c) is identified or listed as a hazardous waste by the administrator, U.S. EPA, pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976; or
- d) is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste", pursuant to any state or federal law, including, but not limited to, the Federal Solid Waste Disposal Act, as amended by RCRA of 1976, and the state and federal regulations promulgated thereunder; or
- e) contains polychlorinated biphenyls or any other substance, the storage treatment or disposal of which is subject to regulation under Federal Toxic Substances Control Act as amended and the state and federal regulations promulgated thereunder; or
- f) contains a "reportable quantity" of one or more "hazardous substances", as defined in the Comprehensive Environmental Response, Compensation, and Liability Act as amended and the state and federal regulations promulgated thereunder
- g) sludge waste, including water supply treatment plant sludge's and stabilized and/or unstable sludge's from municipal or industrial wastewater treatment plants; or
- h) dead animals and/or slaughterhouse waste; or
- i) any waste, including "special wastes" and/or "miscellaneous special wastes" as defined herein, which because of its quantity, concentration, frequency of disposal, required disposal procedures, regulatory status, or physical, chemical, infectious or other characteristics jeopardizes or may jeopardize the environmentally sound operation of the disposal site, as determined by the Operator in its sole discretion

2.3 "Land" Means the real property owned by the Authority, which is more particularly described on "Exhibit 1".

2.4 "Special Waste" means any waste, even though it may be part of a delivered load of waste, which is:

- a) defined as such by the laws of the United States and/or the state of Oklahoma and/or the regulations promulgated thereunder; or
- b) medical waste, including infectious or pathological waste from laboratories, research facilities, and health and veterinary facilities, or
- c) dead animals and/or slaughterhouse waste; or
- d) Sludge waste including water supply treatment plant sludges and stabilized and/or unstable sludges from municipal and industrial wastewater treatment plants; or
- e) liquid waste, which for the purposes of this Agreement means any waste material that is determined to be or contain "free liquid" by the paint filter test, or
- f) waste from an industrial process; or
- g) waste from a pollution control process; or

- h) waste transported in a bulk tanker; or
- i) friable and/or non-friable asbestos waste; or
- j) empty containers which have been used for pesticides, herbicides, fungicides, or rodenticides; or
- k) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in this definition; or
- l) residue or debris from the cleanup of a spill or release of chemical substances, commercial products or other wastes listed in this definition; or
- m) soil, water, residue, debris or articles which are contaminated from the cleanup of a site, or facility formerly used for the generation, storage, treatment, recycling, reclamation, or storage tanks used or formerly used for the storage of petroleum products; or
- n) residential wastes, only if a change in federal or state law, statute, regulation, rule, code, ordinance, permit, or permit condition, which occurs after the effective date of this agreement, requires special or additional management that differs from the requirements applicable on the effective date of this agreement, requires special or additional management that differs from the requirements applicable on the effective date of this agreement; or
- o) any "miscellaneous special waste" as identified and defined in exhibit "a" attached hereto and incorporated herein; or
- p) any waste that requires other than normal handling, storage, management and/or disposal.

2.5. "Suspicious Waste" is any waste which Operator, its employees or agents reasonably suspect may be "unacceptable waste", as defined herein.

2.6. "Unacceptable Waste" shall not include residential waste unless such residential waste is identified as Special Waste in which event it is subject to Section 3.3.2 "Unacceptable Waste" means any and all waste that is either:

- a) waste which is now or in the future prohibited from disposal at a sanitary landfill by state, federal and/or local laws and/or the regulations promulgated thereunder; or
- b) "Hazardous Waste", as defined herein or by Porter Landfill company policy; or
- c) "Special Waste", as defined herein, without an approved Special Waste Application, as provided in Section 3.3.2 "Unacceptable Waste" shall not include residential waste unless residential waste is prohibited by a change in law which becomes effective after Commencement Date; or
- d) liquid waste as defined herein, and septic tank pumpings and grease and grit trap wastes; or

2.7 "Transfer Station" means the building owned by Operator and all improvements and personal property and trade fixtures located or incorporated therein owned by Operator and located on the Land.

3. Operator's Services. The Operator agrees at the Operator's expense, to furnish all materials, supplies, equipment, labor, supervision, permits, personnel and such other services and items at the times and to the extent required for the purchase, construction, operation, management

and maintenance of the Transfer Station. It is specifically understood that the Operator occupies the status of an independent contractor and has not been authorized to act on behalf of the Authority as an agent or otherwise. Such services will specifically include the following:

- 3.1. Permitting Process. Operator herein has applied for a transfer of the Transfer Station Permit to its name from the previous owner with the Oklahoma Department of Environmental Quality. A copy of the Transfer Application will be provided to the Authority upon request. To the extent that any operational standard imposed by the Department of Environmental Quality as a condition to the transfer of the Permit to the Operator conflicts with the terms of this Agreement, the Operator and the Authority agree to make appropriate changes to obtain issuance of the Transfer Station permit on the terms contemplated by this Agreement.
- 3.2. Commencement of Operations. The parties acknowledge the Operator is currently operating the Transfer Station.
- 3.3. Operations. During the term of this Agreement, Operator, will provide the following services to the Authority:
 - 3.3.1. Disposal. The Operator will accept domestic and commercial waste from: (a) the City; (b) all individual and commercial residents of the City. In regard to the City, the Operator acknowledges that the City/Authority and operator agree that it shall neither call on, nor solicit, any said persons, firms, corporations, entities or customers. The Operator shall be required to receive such amounts of domestic and commercial Acceptable Waste as the Authority desires to deliver to the Transfer Station, which is, as of the Commencement Date, estimated to be approximately 300 tons per week. The City/Authority agrees it shall deliver all residential and commercial Acceptable waste generated and collected by the City/Authority or on its behalf to the Operator at the Transfer Station. The Transfer Station shall be capable of storing the equivalent of three (3) days Acceptable Waste as delivered by the Authority to the Operator in the event of delays or temporary closure of any disposal facilities utilized by the Operator.
 - 3.3.2. Limitation. Under no circumstances will the Operator knowingly accept or dispose of any substance now or hereafter classified as Hazardous Waste, Suspicious Waste or Unacceptable Waste or other waste which is not authorized for disposal under the Transfer Station Permit, or by the Operator's permitted disposal facilities or the terms of any other governmental permit, regulation or order applicable to the disposal of the Acceptable Waste accepted by the Operator at the Transfer Station. No waste from outside the state of Oklahoma may be delivered to the Transfer Station without the express written permission of the Authority. Operator is not required to accept, manage and/or dispose of any Special Waste unless it is specifically identified in a written Special Waste Application, approved in writing by Operator. The specific requirements of Special Waste shall be as specified from time to time by Operator and may be altered by Operator at any time as necessary to insure the proper management of Special Waste and to comply with all applicable state and/or federal laws and/or the regulations promulgated thereunder. The Operator will have the right to reject extremely large,

bulky or heavy waste (as defined in Exhibit "3" attached hereto) which is delivered to the Transfer Station; except that the Operator will have no right to reject furniture, appliances or solid waste which is customarily associated with residential solid waste disposal. All "white goods" shall be certifiably drained. If the Authority delivers to the Transfer Station any material which does not conform to the definition of Acceptable Waste or to the requirements of any applicable governmental law, regulation, rule or order, and if Operator promptly notifies the Authority of the delivery such nonconforming material, Operator shall promptly load such nonconforming material for delivery to the Authority; provided, however, that Authority shall not be required to remove any such nonconforming material which has been commingled with other Acceptable Waste

3.3.3. Hours of Operation The Transfer Station will be open to the general public from 8:00 a.m. to 5:00 p.m. Monday through Friday. The Transfer Station shall be open for special cleanup days as agreed to in section 3.3.4 below. The Operator will observe only those holidays observed by the Authority. The Operator shall be open to accept solid waste from the Authority at 6:00 a.m. Monday through Friday of each week.

3.3.4. City Cleanup. In the event the City establishes a city wide cleanup, then during said periods, not to be more than two (2) times during any calendar year, of each year during the terms of this Agreement, the Operator agrees that on two (2) consecutive Saturdays, as specified by the Authority, the Transfer Station will accept waste delivered to the Transfer Station by residents of the City free of charge, or at such other times that the parties hereto may agree upon. However, while there will be no charges to the residents for the program, the City will be billed for the applicable State Fee per ton. Any resident wishing to take advantage of such free days will be required to furnish proof of payment to the City for trash disposal during the preceding thirty (30) day period along with valid state issued photo identification. The preceding month's water/sewer/refuse bill or other evidence designated by the City shall be considered acceptable proof of the persons right to such free service. A copy of the Authority City statement is attached hereto as exhibit "4"

3.3.5. Records. The Operator agrees to maintain a daily log of operational information clearly indicating: (a) the actual tonnage of solid waste received from the City/Authority as weighed by the operator; (b) the number of trips for each type of City vehicle for each separate department; (c) such other information as the Authority might reasonably request. Copies of the daily log will be provided to the Authority on request. The Authority shall have the express right to review the daily, weekly and monthly logs and solid waste records of the operator with respect to the Transfer Station during reasonable business hours of the Operator. The Operator, upon request by the Authority, will prepare, file and provide a copy to the Authority of all reports, correspondence, inspections and other communications with respect to the Transfer Station required by the Department of Environmental

Quality or any other governmental agency having jurisdiction over the Transfer Station.

3.3.6. Health and Safety. The Operator will continuously take such measures as might be necessary or as required by the Authority and/or federal and state health codes to control and eliminate fire, smoke, odor, rodents, flies and all other public health menaces and pests on and around the Transfer Station. The operator shall erect eight (8) foot fences wherein the bottom of said fences shall be firmly embedded in the ground, and shall have barbed wire at the top of said fence and such other reasonable measures as might be necessary to control the blowing of paper and other materials from the Transfer Station. The Transfer Station will be continuously policed by the Operator to control the blowing of trash and will be kept neat and sanitary at all times.

3.3.7. Indemnification by Operator. The operator shall indemnify and be responsible and liable for all penalties, fines, remediation costs, investigation, monitoring, removal, restoration, legal fees and other costs that might be imposed on the Operator, the City or the Authority by the United States Environmental Protection Agency, the Department of Environmental Quality and/or other federal or state agencies based on any federal; or state agencies based on any federal or state statute now existing or hereinafter enacted for any violation, assessed or otherwise incurred arising from any act or omission of the Operator in the control, operation, management or maintenance of the Transfer Station or at the ultimate disposal site(s) where the operator has delivered solid waste as received from the City/Authority. Further, the Operator shall indemnify and hold the City/Authority harmless from any liability, damage, or expense, including, but not limited to, judgments or orders whether judicial or administrative, expenses of investigation and reasonable attorney's fees, to which the Authority may become subject to specifically from any of the following:

- a. as a result of any violation or alleged violation of any law or regulation by Operator during the term hereof, including post closure requirements in effect, (including, but not limited to, actions by any agency of the State of Oklahoma or any agency of the Federal Government pursuant to CERLA (42 U.S.C. Section 9601, -et seq.), the Resource Conservation and Recovery Act, RCRA, as amended, or any regulations promulgated thereunder wherein Authority/City is named as a potentially responsible party;
- b. as a result of operator's activities under this contract, its agents or employees, with or without Operator's knowledge or permission, or
- c. as a result of the negligence or willful misconduct of operator, its agents or employees

Notwithstanding anything herein to the contrary, the foregoing indemnities shall be null and void in the event of any substantial and material breach by the Authority of any of the terms or provisions of this Agreement including, without limitation,

the warranties regarding the characterization of waste materials to be delivered to the Transfer Station. These indemnities shall survive the termination of this Agreement.

3.3.8. Insurance. The operator agrees to maintain the following minimum insurance coverage:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Property Damage/Bodily Injury Liability Except Automobiles	\$1,000,000.00 per occurrence
Automobile Bodily Injury Liability	\$1,000,000.00 per occurrence

Except with respect to workers' compensation insurance, Operator shall name Authority as an additional insured on said policies

4. Term. This Agreement will commence on the 1st day of July, 2006 (the "Commencement Date") and continue in effect until the June 30, 2011 (the "Initial Term"), and thereafter pursuant to Section 4.1 below.

4.1. Option to Renew. The Authority may extend this Agreement for unlimited additional five (5) year terms (each of which ("Renewal Term")) upon the same terms and conditions as provided for in this Agreement without further action.

4.2. Notice to Terminate. Not less than one hundred eighty (180) days prior to any termination date, Allied shall notify the Authority of its election to terminate this Agreement, or conversely, of its election to renew this agreement for another one year period. Should Allied elect to terminate, then this agreement shall terminate and end on the termination date. In the event that Allied fails to provide the Authority with any notice of renewal or termination no later than one hundred eighty (180) days from the end of the term, then, in such instance, such failure of notice shall be construed and understood as an election by Allied to renew the contract for an additional one year period. Should Allied either elect or be deemed to have elected to renew this agreement, the Authority shall then notify Allied no less than one hundred eighty (180) days from the end of the contract term of the Authority's election to terminate this agreement, should the Authority so elect. Should the Authority fail to so notify Allied no less than said one hundred eighty (180) days from the end of the contract term, this agreement shall be automatically renewed for an additional five (5) year period. Should the Authority elect to terminate, then this agreement shall terminate and end on the termination date. All notices shall be in writing and sent by certified mail, return receipt requested, to the parties at their then current addresses, if known, or if unknown, to their last known address.

4.3. Right of First Refusal. The Authority is hereby granted a Right of First Refusal to purchase the Transfer Station in the event operator has received a valid offer to

purchase the Transfer Station. In the event a bona fide offer is made to the Operator, Operator shall within ten (10) days of receipt of such offer forward a full and complete copy of said offer to the Authority. The Authority shall have thirty (30) days to elect by written notice to Operator to purchase the Transfer Station upon the same terms as contained in the bona fide offer as originally made to the Operator. If the Authority fails to deliver such notice within such thirty (30) day period, it shall be deemed that the Authority declines or is deemed to have declined to purchase the Facility or having elected to purchase then fails to do so in accordance with the terms of the bona fide offer, the Operator may sell the Transfer Station, subject to the Authority's consent to the assignment of this Agreement pursuant to Section 4.3.

- 4.4. Assignment by Operator and Conditions Precedent. Neither the rights of the Operator nor the Authority can be assigned in whole or in part without the prior written consent of the other party to this Agreement, which must be given or denied within thirty (30) days after receipt of the information required in this Section (with respect to an Assignment by operator) based upon the reasonable business judgment of the party's whose consent is required. If no consent or rejection is so given within such thirty (30) day period, it shall be deemed that Authority's consent was given.

Notwithstanding the foregoing, the Authority agrees to consent to the assignment by the Operator to a successor in interest which: (a) has expertise in solid waste disposal and the management, operation and maintenance of a transfer station; (b) has a net worth equal to or greater than the net worth of the Operator on the date of this Agreement, and the proposed assignee shall provide the Authority with full and complete copies of the financial statements (certified) as of that date; and (c) is not the subject of an investigation or adverse ruling by any state or federal agency which would impair the ability of the successor in interest to perform this Agreement. The foregoing right to assign shall be in addition to Authority's rights under Section 4.2, If the Authority consents to an assignment hereunder, the Authority shall also grant an assignment of the Lease (as defined in Section 8.2) if the Land is owned in fee by the Authority. Upon obtaining the Authority's written consent to such assignment, Tenant shall be relieved of liability for any obligation coming due, accruing or arising after the date of such assignment, provided that the assignee assumes all of Tenant's obligations arising hereunder from and after such date and agrees to be bound by all of the terms and provisions of this Agreement. Further, if the Authority does grant the right to assign the interest herein, all terms of this Agreement shall remain in full force and effect with the Assignee.

5. Service Fee. As compensation for the services to be rendered by the Operator to the Authority, the Authority agrees to pay the following sums to the Operator:

- 5.1. Base Compensation. Shall be adjusted under this agreement on July 1, 2006 by an agreed amount of 10% approved by the Clinton City Council due to extraordinary expense costs by the operator. The Authority agrees to pay the Operator as a disposal fee \$34.87 per ton plus a \$1.25 per ton State Flow Fee of solid waste delivered by the Authority/City to the Transfer Station as determined by the weight of said solid waste after the same has been weighed on the Operator's scales which shall be tested for accuracy no less than every six months. A monthly invoice, including a statement of the tonnage delivered for the previous month by the Authority/City, will be provided to the Authority on or before the tenth (10th) day of each month. Payment for such invoice will

be made by the Authority no later than the first Wednesday of the following month in which the invoice was received.

- 5.2. CPI Adjustment. The agreed price shall remain firm through June 30, 2008 as agreed with the Clinton City Council thereafter the Operator may petition the Authority for rate adjustments in April of each year during this Agreement for an adjustment of the Disposal Fee based upon one half (1/2) of Consumer Price Index for the Clinton Statistical Area as provided by the Oklahoma Department of Commerce. Increases or decreases shall not exceed Four (4%) Percent, for the previous year. Any extensions beyond the basic term of this agreement shall be based on full Consumer Price Index adjustments. Any such increases shall not be payable until the July next following the April in which any increases (or decrease) shall be agreed upon by the parties. If the Authority does not agree to the foregoing increases, the Authority shall provide notice thereof to Operator no later than May 15 of such year, and operator shall have the right to terminate by written notice to the Authority this Agreement on or before forty-five (45) days thereafter.

Based upon any CPI percentage petition by the Operator, the City may have the option to increase rental by the same percentage on the transfer station land.

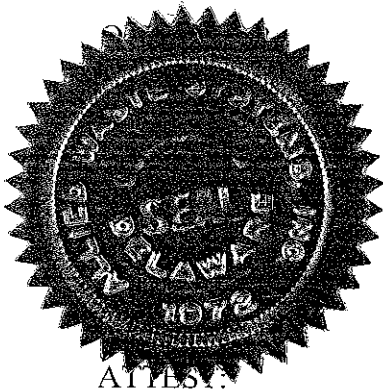
- 5.3. Cost Increases Due to Government Regulations and Fees. The Authority shall pay the Operator all cost increases based upon governmental fees, and regulations, by any federal, state or local authorities, that have been assessed against the operator as operating fees only (and not pursuant to Section 3.3.7 herein). Such increase shall be effective as of the date the increases are initiated by the applicable governmental entity.
- 5.4. Tipping Fee. The Oklahoma State tipping fee (the "State Fee") shall be added to the Disposal Fee as agreed to herein. If the State Fee should increase during the term of this Agreement, said increase shall be added to the Disposal Fee, effective as of the date of the increase. Should the State Fee be reduced, the operator shall lower the amount added to the Disposal Fee to correspond to any such reduction, effective on the date of the decrease.
- 5.5. Taxes. The Authority shall pay to Operator any taxes, fees or surcharges levied by any federal, state, or local governments on the delivery of Acceptable Waste to the Transfer Station in addition to the price established herein, effective as of the date of the increase.
6. Operator's Representations. To induce the Authority to enter into this Agreement, the Operator represents and warrants the following matters to the Authority.
- 6.1. Litigation. There are no orders, decrees, judgments, suits, actions, administrative arbitration or other proceedings or governmental investigations pending, or, to the knowledge of the Operator, threatened against the Operator which challenge the validity or propriety of this Agreement.
- 6.2. No Discrimination. The Operator agrees to take affirmative action to assure each employee and applicant for employment is treated without regard to sex, race, age, creed, color, national origin, political or religious opinion or affiliation, which treatment

will include, without implied limitation, advertising, recruiting, employment, selection for training, upgrading, demotion, layoffs and termination.

- 6.3. Landfill Requirements. The Operator agrees that all solid waste received at the Transfer Station will be disposed at a facility owned and/or operated by the Operator, or such other landfill as deemed necessary by the Operator. However, the Operator hereby covenants and agrees that said landfill where solid waste received from the City is disposed of shall meet all requirements of RCRA Subtitle D regulations and the regulations as promulgated by the Department of Environmental Quality of the State of Oklahoma which are currently in effect, or amendments thereto. Further, the Operator hereby covenants and agrees that the Service fees described in Section 5 above are based upon RCRA Subtitle D permitted facility costs.
7. Default. If the Authority or the Operator defaults in the performance of its obligations hereunder and such default continues for twenty (20) days after written notice specifying the event of default has been served to the defaulting party, this Agreement, at the option of the nondefaulting party, may be terminated by written notice at any time thereafter while such default continues; provided that if the default is cured or (with respect to defaults requiring action other than the payment of money) if action to cure the event of default is undertaken within said seven (7) day period and diligently pursued to completion, this Agreement will continue as if the event of default had not occurred. No waiver of any event of default by either party to this Agreement will be deemed to constitute a waiver of any default. The rights and remedies granted to the parties under this Agreement are cumulative of every other right or remedy which the parties might otherwise have at law or in equity and the exercise or subsequent exercise of other rights and remedies
8. Miscellaneous. It is further agreed as follows:
 - 8.1. Survival. All representations and warranties of the parties contained in this Agreement will be effective as of the Commencement Date and during the Initial Term of this Agreement or any Renewal thereof
 - 8.2. Entire Agreement. The Contract Documents constitute the entire agreement between the Authority and the Operator and there are no agreements, understandings, warranties or representations between the Authority and the Operator, except as set forth in the Contract Documents and the Lease Agreement between the Authority and Allied Waste Services.
 - 8.3. Amendment. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom enforcement of the charge, waiver, discharge or termination is sought
 - 8.4. Force Majeure. If the Operator or the Authority is delayed or prevented from performing any term of this Agreement by reason of acts of God, fire explosion, accidents, strikes, walkouts, inability to procure fuel, power or materials, failure of power, restrictive laws or regulations, riots, war or other reason beyond the party's reasonable control, then performance will be excused for the period of the delay and the time for performance will be extended for a period equal to the period of such delay

- 8.5 Personnel. Preference will always be given to City residents when employment positions are available.
- 8.6 Purchases. Operator will make all purchases of products to be used in the Transfer Station operation from the City merchants whenever possible, such as fuel, oil, tires, etc , during the Initial Term of this Agreement and any Renewal Term thereof.
- 8.7 Recycling and Education. During the term of this Agreement, the operator hereby agrees to provide the City with recycling information for distribution as the parties deem appropriate for the education of the citizens of the City. Further, the Operator hereby agrees to provide at no cost tot the City, recycling bins for citizens to utilize at the facility during normal business hours. Operator shall provide recycling bins for aluminum and glass The operator may provide bins for newspaper and plastics, if it so desires. The operator shall be entitled to any proceeds from the sale of items deposited in the recycling bins and agrees that such items shall not be part of Acceptable Waste the Authority is charged for under this Agreement.
- 8.8 Scholarships. Operator shall fund each year during the Initial Term and Renewal Terms of this Agreement, a college scholarship to be awarded to a senior graduating from Clinton High School to attend Southwestern Oklahoma State University in Weatherford, Oklahoma or a college or university of their choice in Oklahoma with a maximum of \$1500.00 per semester First preference will be given to a student in the environmental field The scholarship shall include a one (1) year tuition with a minimum of twelve (12) hours and maximum of seventeen (17) hours and books for the entire school year (spring and fall semester).

IN WITNESS WHEREOF, this instrument has been executed in duplicate this 14th day of August, 2006, and delivered by the parties on the dates hereafter indicated.



ATTEST:

Carol Perry

ALLIED WASTE SYSTEMS, INC.,
A Delaware Corporation
d/b/a ALLIED WASTE SERVICES OF
CORDELL (CLINTON TRANSFER
STATION)

By: Matt Wood
Matt Wood, District Manager

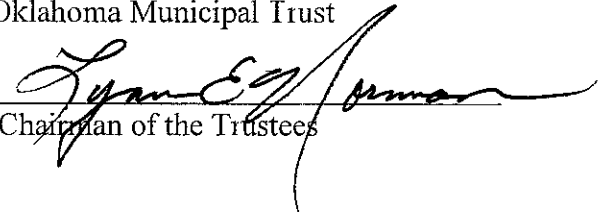
Secretary

[Corporate Seal]

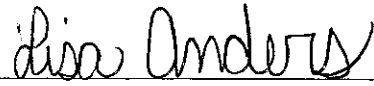
AUTHORITY:

CLINTON SOLID WASTE AUTHORITY,
An Oklahoma Municipal Trust

By:


Chairman of the Trustees

ATTEST:


Secretary of the Trustees