



BURLINGTON ENVIRONMENTAL

WASTE TRANSPORTATION AND MANAGEMENT AGREEMENT

This Agreement is being made this 20th day of May, 1992, by and between Burlington Environmental, Inc., (Burlington) and CITY OF NEWBERG FIRE DEPT. (Name), 414 E. 2nd, Newberg, OR 97132 (Address), a _____ Corporation, ("Generator"), under the following circumstances:

Article 1. Waste Materials

During the term of this Agreement, Generator will provide to BURLINGTON certain waste materials generated at Generator's facilities located at _____

(Per Exhibit A)

Such waste materials, their chemical composition, physical characteristics, and estimated volume are described in the "Generator's Waste Material Profile Sheet(s)" that are part of Standard Contract Exhibit A incorporated herein by reference. (The waste materials described in the Waste Material Profile Sheet(s) are referred to in the Agreement as the "Waste Materials".) Generator is not required to deliver its entire output of the Waste Materials to BURLINGTON but may, in its sole discretion, manage a portion of the Waste Materials itself or through its agents or other independent contractors.

Article 2. BURLINGTON Services

Generator authorizes BURLINGTON to provide the services set forth in Exhibit A and, in connection with such services, to transport, reclaim, recover, sell, treat, distribute, dispose of, store or use the Waste Materials, their components, and residues.

Article 3. Fees and Billing

For the services provided to Generator under this Agreement, Generator shall pay BURLINGTON fees as set forth in Standard Contract Exhibit B. In the event any governmental tax, tariff, fee or surcharge is to be assessed on the transportation, storage, treatment or disposal of the Waste Materials, the fees charged by BURLINGTON will be increased by the amount of such tax, tariff fee or surcharge. Any such increase in fees will be set forth as a separate item on the invoices submitted to Generator.

BURLINGTON may, at any time upon thirty (30) days prior written notice to Generator, increase or decrease the fees set forth in Exhibit B.

Invoices submitted by BURLINGTON to Generator shall be paid not later than thirty (30) days from date of invoice. Payments received after thirty (30) days may be subject to interest at the rate of one percent (1%) per month. BURLINGTON shall retain copies of invoices for at least five (5) years as a record of disposal.

Article 4. Terms and Termination

This Agreement shall commence on the date set forth above and continue in effect for a period of two (2) years, and shall automatically be extended from year to year thereafter for successive one-year extensions unless either

party gives thirty (30) days prior written notice to the other party of its intent to terminate, with or without cause, this Agreement. Termination as herein provided shall be in addition to, and not in lieu of, a party's right to terminate for breach.

Termination shall operate to discharge all obligations that are executory by either party on or after the effective date of termination, but any right of a party based upon performance or breach of this Agreement, including but not limited to reimbursement for any services rendered, prior to the effective date of termination shall survive.

5. Transfer of Wastes and Title

Waste Materials will be tendered by Generator as set forth in Exhibit A, subject to the Generator's warranties and the Generator's indemnifications and obligations set forth in Sections 7 and 8. At the time BURLINGTON (or its delegatee) signs a standard form of manifest indicating an acceptance of delivery of the Waste Materials, title, risk of loss and all other incidents of ownership with respect to those Waste Materials shall be transferred from Generator to BURLINGTON.

If, following signature of a manifest pertaining to Generator's Waste Materials, such Waste Materials are discovered to be "non-conforming" in whole or in part, BURLINGTON may revoke its acceptance of all such Waste Materials. A revocation of acceptance shall operate to revert title, risk of loss and all other incidents of ownership in Generator at the time revocation is communicated, either orally or in writing, to Generator.

Waste Materials shall be considered "non-conforming", for purposes of this Agreement:

- (a) if they are not in accordance with the descriptions, limitations or specifications stated in the Generator's Waste Material Profile Sheet(s), attached hereto as part of Exhibit A or;
- (b) if they have constituents or components, not specifically identified in the Generator's Waste Material Profile Sheet(s):
 - (i) which increase the nature or extent of the hazard and risk undertaken by BURLINGTON in agreeing to handle, load, transport, store, treat or dispose of the Waste Materials, or
 - (ii) which cannot, for reasons relating to the design or permitting of the facility, be stored, treated or disposed of at the relevant waste management facility identified in Exhibit A.

Generator shall remove non-conforming Waste Materials from the possession of BURLINGTON (or its delegatee) within a reasonable time, not to exceed seven (7) days, after revocation of acceptance has been communicated to Generator, unless within such time the parties agree to some alternative lawful manner of disposition of those Waste Materials. Generator shall pay BURLINGTON its reasonable expenses

and charges for handling, loading, preparing, transporting, storing and caring for non-conforming Waste Materials the ownership of which is reverted to Generator.

6. BURLINGTON Warranties

BURLINGTON warrants that:

- (a) it understands the currently known hazards which are presented to persons, property and the environment in the transportation, reclamation, recovery, sale, treatment, distribution, storage and disposal of the Waste Materials;
- (b) it will transport, store and dispose of the Waste Materials in full compliance with all governmental laws, regulations and orders;
- (c) the waste management facilities described in Exhibit A are now licensed and permitted to store and dispose of waste materials within the description of the Waste Materials; and
- (d) in the event such waste management facilities lose permitted status during the term of this Agreement, BURLINGTON will promptly notify Generator of such loss.

7. Generators Warranties

Generator warrants that:

- (a) the description of its Waste Materials made pursuant to Section 1 as set forth in the Generator's Waste Material Profile Sheet(s) attached hereto as part of Exhibit A is true and correct;
- (b) all Waste Materials to be tendered by Generator hereunder will conform to such description;
- (c) containers of Waste Materials transferred by Generator hereunder will be marked, labeled, and otherwise be in conformance with governmental laws, regulations and orders;
- (d) it holds (or will hold at the time of transfer) clear title to all waste materials transferred hereunder, and it is under no legal restraint or order which would prohibit transfer of possession or title to BURLINGTON for transportation, reclamation, recovery, sale, treatment, distribution, storage or disposal;
- (e) it has communicated, and will during the term hereof continue to communicate, to BURLINGTON those hazards and risks known to or learned by Generator to be incident to the handling, transportation, storage, treatment and disposal of the Waste Materials;
- (f) if the Waste Materials are hazardous wastes as defined pursuant to Section 3001 of the Resource Conservation and Recovery Act, Generator has made any notifications required by Section 3010 of that Act and will comply with pertinent regulatory requirements established pursuant to Section 3002 of the Act, including the manifest requirement;
- (g) if the Waste Materials are, or contain, hazardous substances as defined pursuant to Section 101 of the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, Generator will advise BURLINGTON in writing, prior to tendering or delivering to BURLINGTON (or its delegatee) any vehicular load of Waste Materials containing a reportable quantity of any hazardous

substance or substance pursuant to Section 102 of said Act, specifying those hazardous substances present in a reportable quantity;

- (h) if the Waste Materials are covered by requirements of any state laws or regulations relating to hazardous wastes or hazardous materials, it will comply with all applicable requirements of such laws or regulations.

8. Indemnification

BURLINGTON agrees to indemnify, save harmless and defend Generator from and against any and all claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property or property rights, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by:

- (a) BURLINGTON's breach of any term or provision of this Agreement; or
- (b) any negligent or willful act or omission of BURLINGTON, its employees or delegates in the performance of this Agreement.

Generator agrees to indemnify, save harmless and defend BURLINGTON from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property or property rights, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused in whole or in part, by:

- (a) Generator's breach of any term or provision of this Agreement; or
- (b) any negligent or willful act or omission of Generator, its employees or subcontractors in the performance of this Agreement.

9. Insurance

BURLINGTON shall procure and maintain, at its expense during the term of this Agreement, at least the following insurance, covering activities performed under and contractual obligations undertaken in, this Agreement:

Coverage	Limits
(a) Workman's Compensation	Statutory
(b) Employer's Liability	\$1,000,000 each accident
(c) General Liability (combined bodily injury & property damage liability)	\$1,000,000 each occurrence \$1,000,000 aggregate
(d) Truck Liability (combined bodily injury & property damage)	\$5,000,000 each occurrence \$5,000,000 aggregate

10. Work on Generator's Premises

Generator agrees to provide BURLINGTON and BURLINGTON's employees and delegates a safe working environment for any work, in performance of this Agreement,

EXHIBIT A

Generator: CITY OF NEWBERG FIRE DEPT.

Waste Material Profile Sheet No(s) 64820

a. (X) Loading of the described waste material (the "Waste Materials) onto transportation vehicles, cars or vessels.

b. (X) Transportation of the Waste Materials from:

414 E. 2nd

Newberg, OR

to the permitted waste management facility at:

625 S. 32nd Street

Washougal, WA

by: Resource Recovery

and/or Burlington Environmental/Portland

c. (X) Receipt of the Waste Materials from:

414 E. 2nd

Newberg, OR

to the permitted waste management facility at:

625 S. 32nd Street

Washougal, WA

Place, time, frequency, quantities, and Transfer of Title to Waste Materials: 8:00 a.m. - 4:30 p.m. weekdays, except holidays, weather permitting.

5/20/92

CITY OF NEWBERG FIRE DEPT.
414 E. 2nd
Newberg, OR 97132

EXHIBIT B

Profile # 64820:	Waste Lacquer Thinner for Disposal	\$ 125.00/drum (30-55 gallons)
	Sludges	\$ 25.00/inch
	Profile Fee	\$ 200.00

Transportation per published tariff.

By their signature hereto, the parties agree that these Exhibits A and B, including the referenced Waste Material Profile Sheet(s), shall be considered an attachment to, and part of, that certain "Waste Transportation and Management Agreement" identified above.

BURLINGTON ENVIRONMENTAL, INC.
Company

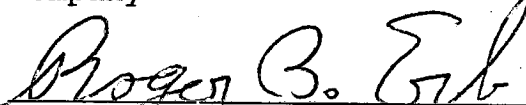

Signature

Robert A. Orr
Print Name

Account Manager
Title

5/20/92
Date

CITY OF NEWBERG FIRE DEPT.
Company


Signature

ROGER B. ERB
Print Name

ASSISTANT CHIEF
Title

5-27-92
Date

5/20/92

which must be undertaken on premises owned or controlled by Generator. **BURLINGTON** and its employees and delegates shall comply with Generator's safety procedures while in Generator's premises, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to **BURLINGTON** prior to the commencement of work on Generator's premises.

11. Independent Contractor

BURLINGTON is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents and operations. Neither **BURLINGTON** nor anyone employed by it or its delegates shall be or be deemed to be, or act or purport to act as, the agent, representative, employee or servant of Generator.

12. Inspections

Generator shall have the right to inspect and obtain copies of all written licenses, permits or approvals issued by any governmental entity or agency to **BURLINGTON** or its delegates which are applicable to the performance of this Agreement; to inspect and test, at its own expense, transportation vehicles or vessels and containers provided by **BURLINGTON** or its delegates; and to inspect the handling, loading, transportation, storage or disposal facility operations conducted by **BURLINGTON** or its delegates in the performance of this Agreement. Such inspections are encouraged by **BURLINGTON**.

13. Excuse of Performance

The performance of this Agreement, except for the obligations to comply with all laws and regulations and the payment of money for services already rendered, may be suspended by either party in the event the delivery or transportation of the Waste Materials by Generator, or the transportation, storage or disposal of the Waste Materials by **BURLINGTON**, are prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood, or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; national defense requirements; injunction or restraining orders; labor trouble, strike, lockout or injunction. Neither party shall be required by virtue of this Agreement to settle a labor dispute against its own best judgement.

14. Delegation and Assignment

BURLINGTON may at any time delegate, orally or in writing, performance of the work, or any portion thereof, including but not limited to the transportation of the Waste Materials, which is by this Agreement undertaken by **BURLINGTON**; provided, however, that such delegation, unless in an emergency case in which delegation is necessary to mitigate or minimize harm or the threat of harm to human health or the environment, must be to a person or entity that has obtained all governmental permits and approvals that are required in order to perform such work.

Without limiting the generality of the foregoing, transportation services to be provided to Generator under this Agreement shall be performed by Resource Recovery Corporation, a wholly-owned subsidiary of **BURLINGTON**,

and/or by Termco Corporation, an affiliate of **BURLINGTON**, and its subsidiaries, Gasoline Tank Service Company, Inc. and United Drain Oil Service, Inc.

Any such delegation shall not operate to relieve **BURLINGTON** of its responsibility hereunder. Either party may, at any time, upon written notice to the other party, assign its rights under this Agreement.

15. Waste Material Information Updates

Upon written request of **BURLINGTON**, Generator shall provide to **BURLINGTON** one or more of the following:

- (a) a new Generator's Waste Material Profile Sheet describing the Waste Materials or a certification that the previously supplied Profile Sheet(s) remain true and accurate;
- (b) a certification that a specified load of waste materials delivered to **BURLINGTON** is representative of the Waste Materials as described on Generator's last Waste Material Profile Sheet(s) or;
- (c) a certified representative sample of the Waste Materials.

BURLINGTON shall provide forms to be used in supplying the above information or samples.

16. Notice

Any notice to be given under this Agreement shall be in writing and delivered in person or by certified or registered mail to the respective party at the address below:

CITY OF NEWBERG FIRE DEPT.

414 E. 2nd

Newberg, OR 97132

ATTN: Roger B. Erb

Mr. Roger Nelson

BURLINGTON ENVIRONMENTAL, INC.
2203 Airport Way South
Suite 400
Seattle, Washington 98134

17. No Waiver

Any failure of a party to enforce any provision of this Agreement will not constitute a waiver of such provision or prejudice the right of that party to enforce such provision at any subsequent time.

18. Enforcement

If a suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney's fees.

19. Records

During the term of this Agreement and any such longer period as is required by law, **BURLINGTON** shall maintain records pertaining to the services it provides with respect to the Waste Materials under this Agreement. Such records shall be available for inspection by Generator at such reasonable time and place as Generator may request in writing.

20. Confidentiality

Each party shall treat as confidential and not disclose to others during or subsequent to the term of this Agreement, except as is required by law or is necessary to properly perform this Agreement (and then only on a confidential basis

satisfactory to the other party) any information regarding the Waste Materials. Neither party shall make any news release, advertisement or public announcement regarding the subject matter of this Agreement without the prior written approval of the other party.

21. Law to Apply

The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Washington, applicable Federal laws and regulations.

22. Entire Agreement

This Agreement incorporates the entire understanding and agreement of the parties regarding the transportation, reclamation, recovery, sale, treatment, distribution, disposal, storage and use of the Waste Materials and supersedes any and all terms and conditions which may be contained in any purchase orders issued by Generator prior or subsequent to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

BURLINGTON ENVIRONMENTAL, INC.

Company


Signature

Robert A. Orr

Print Name

Account Manager

Title

5/20/92
Date

CITY OF NEWBERG FIRE DEPT.

Company


Signature

ROGER B. ERB

Print Name

ASSISTANT CHIEF
Title

5-29-92
Date



BURLINGTON ENVIRONMENTAL

May 20, 1992

CITY OF NEWBERG FIRE DEPARTMENT
414 E. 2nd
Newberg, OR 97132

ATTENTION: ROGER ERB

Dear Roger:

Enclosed please find two (2) copies of our standard contract form. This contract is submitted for acceptance in order to comply with hazardous waste regulations so that responsibilities between generator and TSD facility are clearly defined. This contract is additionally to record the type of disposal or treatment designated and at what price.

This agreement does not preclude use of other waste management companies and provides for cancellation upon thirty (30) days notice. We request you carefully read the entire contract and if you have questions, please call us. The basic language is established by our legal department and deemed to be necessary.

Please sign both copies and retain one copy for your records, and return the other copy to: Attention: Eleanor Lynch, P.O. Box 229, Washougal, WA 98671.

Thank you for your interest in our company. We look forward to assisting you in disposal and/or recycling your industrial waste products.

Sincerely,

Eric De Berry
Account Representative

EDB:llm

Enclosures



BURLINGTON ENVIRONMENTAL

WASTE TRANSPORTATION AND MANAGEMENT AGREEMENT

This Agreement is being made this 20th day of May, 1992, by and between Burlington Environmental, Inc., (Burlington) and CITY OF NEWBERG FIRE DEPT.
(Name), 414 E. 2nd,
Newberg, OR 97132

(Address), a _____ Corporation, ("Generator"), under the following circumstances:

Article 1. Waste Materials

During the term of this Agreement, Generator will provide to BURLINGTON certain waste materials generated at Generator's facilities located at _____

(Per Exhibit A)

Such waste materials, their chemical composition, physical characteristics, and estimated volume are described in the "Generator's Waste Material Profile Sheet(s)" that are part of Standard Contract Exhibit A incorporated herein by reference. (The waste materials described in the Waste Material Profile Sheet(s) are referred to in the Agreement as the "Waste Materials".) Generator is not required to deliver its entire output of the Waste Materials to BURLINGTON but may, in its sole discretion, manage a portion of the Waste Materials itself or through its agents or other independent contractors.

Article 2. BURLINGTON Services

Generator authorizes BURLINGTON to provide the services set forth in Exhibit A and, in connection with such services, to transport, reclaim, recover, sell, treat, distribute, dispose of, store or use the Waste Materials, their components, and residues.

Article 3. Fees and Billing

For the services provided to Generator under this Agreement, Generator shall pay BURLINGTON fees as set forth in Standard Contract Exhibit B. In the event any governmental tax, tariff, fee or surcharge is to be assessed on the transportation, storage, treatment or disposal of the Waste Materials, the fees charged by BURLINGTON will be increased by the amount of such tax, tariff fee or surcharge. Any such increase in fees will be set forth as a separate item on the invoices submitted to Generator.

BURLINGTON may, at any time upon thirty (30) days prior written notice to Generator, increase or decrease the fees set forth in Exhibit B.

Invoices submitted by BURLINGTON to Generator shall be paid not later than thirty (30) days from date of invoice. Payments received after thirty (30) days may be subject to interest at the rate of one percent (1%) per month. BURLINGTON shall retain copies of invoices for at least five (5) years as a record of disposal.

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This Agreement shall commence on the date set forth above and continue in effect for a period of two (2) years, and shall automatically be extended from year to year thereafter for successive one-year extensions unless either

party gives thirty (30) days prior written notice to the other party of its intent to terminate, with or without cause, this Agreement. Termination as herein provided shall be in addition to, and not in lieu of, a party's right to terminate for breach.

Termination shall operate to discharge all obligations that are executory by either party on or after the effective date of termination, but any right of a party based upon performance or breach of this Agreement, including but not limited to reimbursement for any services rendered, prior to the effective date of termination shall survive.

5. Transfer of Wastes and Title

Waste Materials will be tendered by Generator as set forth in Exhibit A, subject to the Generator's warranties and the Generator's indemnifications and obligations set forth in Sections 7 and 8. At the time BURLINGTON (or its delegatee) signs a standard form of manifest indicating an acceptance of delivery of the Waste Materials, title, risk of loss and all other incidents of ownership with respect to those Waste Materials shall be transferred from Generator to BURLINGTON.

If, following signature of a manifest pertaining to Generator's Waste Materials, such Waste Materials are discovered to be "non-conforming" in whole or in part, BURLINGTON may revoke its acceptance of all such Waste Materials. A revocation of acceptance shall operate to revest title, risk of loss and all other incidents of ownership in Generator at the time revocation is communicated, either orally or in writing, to Generator.

Waste Materials shall be considered "non-conforming", for purposes of this Agreement:

- (a) if they are not in accordance with the descriptions, limitations or specifications stated in the Generator's Waste Material Profile Sheet(s), attached hereto as part of Exhibit A or;
- (b) if they have constituents or components, not specifically identified in the Generator's Waste Material Profile Sheet(s):
 - (i) which increase the nature or extent of the hazard and risk undertaken by BURLINGTON in agreeing to handle, load, transport, store, treat or dispose of the Waste Materials, or
 - (ii) which cannot, for reasons relating to the design or permitting of the facility, be stored, treated or disposed of at the relevant waste management facility identified in Exhibit A.

Generator shall remove non-conforming Waste Materials from the possession of BURLINGTON (or its delegatee) within a reasonable time, not to exceed seven (7) days, after revocation of acceptance has been communicated to Generator, unless within such time the parties agree to some alternative lawful manner of disposition of those Waste Materials. Generator shall pay BURLINGTON its reasonable expenses

and charges for handling, loading, preparing, transporting, storing and caring for non-conforming Waste Materials the ownership of which is reverted to Generator.

6. BURLINGTON Warranties

BURLINGTON warrants that:

- (a) it understands the currently known hazards which are presented to persons, property and the environment in the transportation, reclamation, recovery, sale, treatment, distribution, storage and disposal of the Waste Materials;
- (b) it will transport, store and dispose of the Waste Materials in full compliance with all governmental laws, regulations and orders;
- (c) the waste management facilities described in Exhibit A are now licensed and permitted to store and dispose of waste materials within the description of the Waste Materials; and
- (d) in the event such waste management facilities lose permitted status during the term of this Agreement, **BURLINGTON** will promptly notify Generator of such loss.

7. Generators Warranties

Generator warrants that:

- (a) the description of its Waste Materials made pursuant to Section 1 as set forth in the Generator's Waste Material Profile Sheet(s) attached hereto as part of Exhibit A is true and correct;
- (b) all Waste Materials to be tendered by Generator hereunder will conform to such description;
- (c) containers of Waste Materials transferred by Generator hereunder will be marked, labeled, and otherwise be in conformance with governmental laws, regulations and orders;
- (d) it holds (or will hold at the time of transfer) clear title to all waste materials transferred hereunder, and it is under no legal restraint or order which would prohibit transfer of possession or title to **BURLINGTON** for transportation, reclamation, recovery, sale, treatment, distribution, storage or disposal;
- (e) it has communicated, and will during the term hereof continue to communicate, to **BURLINGTON** those hazards and risks known to or learned by Generator to be incident to the handling, transportation, storage, treatment and disposal of the Waste Materials;
- (f) if the Waste Materials are hazardous wastes as defined pursuant to Section 3001 of the Resource Conservation and Recovery Act, Generator has made any notifications required by Section 3010 of that Act and will comply with pertinent regulatory requirements established pursuant to Section 3002 of the Act, including the manifest requirement;
- (g) if the Waste Materials are, or contain, hazardous substances as defined pursuant to Section 101 of the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, Generator will advise **BURLINGTON** in writing, prior to tendering or delivering to **BURLINGTON** (or its delegatee) any vehicular load of Waste Materials containing a reportable quantity of any hazardous

substance or substance pursuant to Section 102 of said Act, specifying those hazardous substances present in a reportable quantity;

- (h) if the Waste Materials are covered by requirements of any state laws or regulations relating to hazardous wastes or hazardous materials, it will comply with all applicable requirements of such laws or regulations.

8. Indemnification

BURLINGTON agrees to indemnify, save harmless and defend Generator from and against any and all claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property or property rights, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by:

- (a) **BURLINGTON's** breach of any term or provision of this Agreement; or
- (b) any negligent or willful act or omission of **BURLINGTON**, its employees or delegates in the performance of this Agreement.

Generator agrees to indemnify, save harmless and defend **BURLINGTON** from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property or property rights, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused in whole or in part, by:

- (a) Generator's breach of any term or provision of this Agreement; or
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9. Insurance

BURLINGTON shall procure and maintain, at its expense during the term of this Agreement, at least the following insurance, covering activities performed under and contractual obligations undertaken in, this Agreement:

Coverage	Limits
(a) Workman's Compensation	Statutory
(b) Employer's Liability	\$1,000,000 each accident
(c) General Liability (combined bodily injury & property damage liability)	\$1,000,000 each occurrence \$1,000,000 aggregate
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10. Work on Generator's Premises

Generator agrees to provide **BURLINGTON** and **BURLINGTON's** employees and delegates a safe working environment for any work, in performance of this Agreement,

which must be undertaken on premises owned or controlled by Generator. BURLINGTON and its employees and delegates shall comply with Generator's safety procedures while in Generator's premises, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to BURLINGTON prior to the commencement of work on Generator's premises.

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Any such delegation shall not operate to relieve BURLINGTON of its responsibility hereunder. Either party may, at any time, upon written notice to the other party, assign its rights under this Agreement.

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16. Notice

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CITY OF NEWBERG FIRE DEPT.

414 E. 2nd

Newberg, OR 97132

ATTN: Roger B. Erb

Mr. Roger Nelson

BURLINGTON ENVIRONMENTAL, INC.

2203 Airport Way South

Suite 400

Seattle, Washington 98134

17. No Waiver

Any failure of a party to enforce any provision of this Agreement will not constitute a waiver of such provision or prejudice the right of that party to enforce such provision at any subsequent time.

18. Enforcement

If a suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney's fees.

19. Records

During the term of this Agreement and any such longer period as is required by law, BURLINGTON shall maintain records pertaining to the services it provides with respect to the Waste Materials under this Agreement. Such records shall be available for inspection by Generator at such reasonable time and place as Generator may request in writing.

20. Confidentiality

Each party shall treat as confidential and not disclose to others during or subsequent to the term of this Agreement, except as is required by law or is necessary to properly perform this Agreement (and then only on a confidential basis

satisfactory to the other party) any information regarding the Waste Materials. Neither party shall make any news release, advertisement or public announcement regarding the subject matter of this Agreement without the prior written approval of the other party.

21. Law to Apply

The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Washington, applicable Federal laws and regulations.

22. Entire Agreement

This Agreement incorporates the entire understanding and agreement of the parties regarding the transportation, reclamation, recovery, sale, treatment, distribution, disposal, storage and use of the Waste Materials and supersedes any and all terms and conditions which may be contained in any purchase orders issued by Generator prior or subsequent to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

BURLINGTON ENVIRONMENTAL, INC.

Company


Signature

Robert A. Orr

Print Name

Account Manager

Title

5/20/92
Date

CITY OF NEWBERG FIRE DEPT.

Company

Signature

Print Name

Title

Date

5/20/92