

COOPERATION AGREEMENT

This agreement is between Resource Recovery, LLC (“Resource”) and the Township of Snow Shoe, Centre County, Pa, (“Township”).

Resource holds an equitable interest in land located in both Rush Township and Snow Shoe Township more particularly identified in a deed recorded February 1, 1988 in the Centre County Recorder’s Office at Book 461, page 235, being tax parcels 2-10-1 and 5-4-2 (total property area is approximately 5,840 acres). On the portion of those lands located within Rush Township, Resource plans to construct and operate an economic development project which will include a multi-phase landfill (“Landfill”) an industrial park and such other land uses as may be allowed from time-to-time by Rush Township.

The purpose of this Cooperation Agreement is to set forth the agreements between Resource and Township with respect to payment of an Impact Fee by Resource to the Township.

Resource and Township, with intent to be legally bound, hereby agree as follows:

1. Access to the Property Described Above.

The only public road providing access in Snow Shoe Township to the proposed site is Gorton Road. Resource will use Gorton Road to handle I-80 Interchange and initial phase landfill construction traffic (construction traffic only if contemporaneous with construction of I-80 Interchange) and Resource will, at its expense, make any improvements reasonably necessary to Gorton Road to accommodate construction traffic and repair of any damage done by construction vehicles, as determined by Snow Shoe Township. Upon determination of the extent of the necessary improvements to Gorton Road, Resource will provide Township with a security bond in an amount equal to 110% of the estimated cost of those roadway improvements. Truck use of Gorton Road will cease when the I-80 interchange is opened.

Resource will take all reasonable actions to secure approvals for, and to construct (at Resources expense) a new interchange on route I-80. All waste haulers will be required to use only the I-80 interchange as the ingress and egress route to the site. Resource will include provisions in all waste hauler contracts requiring refuse trucks to access the site via the I-80 interchange and Resource will be responsible for enforcing those contract provisions.

To assure that no trucks utilize Gorton Road as the access route to the site, Township shall impose a fine on Resource of \$1000 for each refuse truck which accesses the site from Gorton Road. Resource hereby assents to the amount of that fine.

2. Township Cooperation.

The parties concur with the conclusion of the point of access study regarding local road access. Therefore, Township agrees that it will support Resource in securing permits and approvals for construction of the I-80 interchange. Resource agrees to reimburse Township all reasonable attorney fees incurred by Township in fulfilling this obligation. **While this Agreement shall not constitute**

nor shall it require support for the landfill by Township, provided all landfill traffic will be via I-80 interchange access, the Township will not oppose permitting of the Landfill.

Township further agrees that after constructing the I-80 Interchange and initial phase of Landfill construction by way of Gorton Road, Resource will, at the Township's request, place a stone leveling course, as necessary, and 3½ inches of asphalt binder course with 1½ inches of asphalt wearing course over 18 feet in width (where possible) on Gorton Road from Rte. 53 to the Rush Township line. Other improvements to Gorton Road will require agreement of both parties. Truck use of Gorton Road shall cease upon opening of the I-80 Interchange.

Resource and Township agree during the term of this Agreement no application for development of any road access, with the exception of the I-80 interchange or Gorton "Construction" Road, shall be made. The pending application for zoning determination regarding access to Route 53 shall be held in abeyance without approval or denial and without any further action by either party.

3. Payment of Impact Host Fee.

Resource will pay to the Township an Impact Fee of \$500.00 per month beginning on the first day following signing this Agreement and continuing monthly thereafter until such time as the impact fees set forth in this section exceeds \$500.00 per month.

Provide the I-80 interchange is constructed, Resource will pay Township an impact fee of .8333% of the gross tipping fee for all waste deposited in the proposed Landfill. Impact fees will be paid on a quarterly basis for the total quantity of waste deposited during the prior calendar quarter.

Residential trash disposal will be provided by Resource in the Landfill without charge by Resource for its portion of the tipping fees realized by Resource for residential trash collected from bona fide Township and Snow Shoe Borough residents. Residents and haulers will, however, be responsible for all governmental taxes and fees on such disposal.

4. Term of Agreement.

This Agreement will go into effect immediately upon execution by both parties, and will remain in effect until (a) the date when any permit or approval necessary for construction of the I-80 interchange is officially denied by the Federal Highway Administration or PennDot (Resource, in its sole discretion, may, at any time, determine the I-80 application is effectively denied by the Federal Highway Administration or PennDot), or (b) the date when Resource permanently closes the Landfill to acceptance of waste after operation has begun. In the event the I-80 interchange is not constructed and opened, this Agreement shall not constitute approval by Township to use Gorton Road or any other existing roads in Township to access Resource Landfill.

This Agreement shall be binding upon the parties, their heirs, executors, and assigns, and as such, any future owner or operator of the Landfill site, will be obligated to make the required payments to Township.

5. Dispute Resolution.

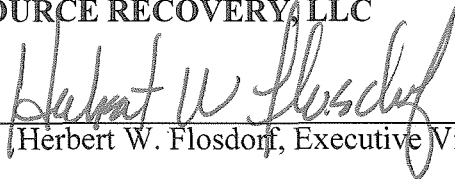
All disputes between the parties arising from or related to this Agreement shall be subject to litigation in the Centre County Court of Common Pleas. The

parties to this Agreement hereby waive any objections to jurisdiction and venue of said Court in the above-referenced matters.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year below written.

RESOURCE RECOVERY, LLC

Date: FEB 8, 2006

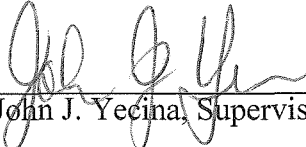
By: 
Herbert W. Flosdorf, Executive Vice President

SNOW SHOE TOWNSHIP

Date: _____

By: _____
Rodney Preslovich, Supervisor

Date: 2/7/06

By: 
John J. Yecina, Supervisor

Date: 2/7/06

By: 
Francis A. Bosak, Supervisor