

REQUIREMENTS TO MAKE A CLAIM

Requirements for an allowable claim against the settlement fund

1. The claimant must have had a waste disposal contract with Automated Waste Disposal Inc. ("AWD") or Thomas Refuse Services that was in effect as of September 30, 2002 and/or as of November 30, 2004. Contracts terminating on or before September 30, 2002 and contracts commencing on or after December 1, 2004 are not eligible.
2. The contract must have been for disposal of FEL or REL municipal solid waste only, not construction and demolition debris, not recycling, not cardboard and not roll-off.
3. The contract must have been for a commercial property, not a residence or municipality.
4. The contract must have been for a business located in one of the following municipalities only: Bethel; Bridgewater; Brookfield; Danbury; Kent; New Fairfield; New Milford; Newtown; Redding; Ridgefield; Sherman.
5. The contract must have been for regular, monthly, year-round pickup -- not seasonal or single use.
6. The claimant's invoices or office file must evidence an increase attributed to disposal cost increases on October 1, 2002 and/or an increase on December 1, 2004.
7. The claim form and adequate supporting documents must have been received by the Office of the Attorney General no later than the Bar Date established by the Court. Claims submitted after this Bar Date will not be paid.
8. The Office of the Attorney General shall have sole discretion to determine if a claim is allowable.

Amount of claim

1. The maximum allowable claim amount shall be calculated as follows:
 - a. For customers with contracts in effect as of September 30, 2002: 10% of the regular monthly fee then in effect from October 1, 2002 until the earlier of: a) May 31, 2006 or b) the termination of service for that customer, plus 10% of the regular monthly fee in effect as of November 30, 2004 from December 1, 2004 until the earlier of: a) May 31, 2006 or b) the termination of service for that customer.
 - b. For customers commencing service after September 30, 2002 and prior to December 1, 2004: 10% of regular monthly fee in effect as of November 30, 2004 from December 1, 2004 until the earlier of: a) May 31, 2006 or b) the termination of service for that customer.

2. Actual allowable claim amounts shall be adjusted downward to account for decreases in either frequency or capacity during the relevant period resulting in lower monthly invoices. The actual allowable claim amount shall also be reduced to the extent that the invoices were not paid by the claimant. Finally, actual allowable claims shall be adjusted downward to the extent that the records for a claimant show a full or partial reversal of either of the October 2002 or December 2004 cost increases.
3. The Office of the Attorney General shall have sole discretion to determine the amount of any allowable claim.
4. In the event that the total dollar amount of actual allowable claims exceeds the amount of the settlement fund (after a deduction for administrative expenses), each allowable claim shall be entitled to its pro rata share of the settlement fund, which shall be determined by its relation to the total dollar amount of actual allowable claims submitted divided by the total settlement fund remaining after recovery of the administration expenses incurred by the Attorney General's office.
5. If the total dollar amount of actual allowable claims does not exceed the settlement amount (after payment of administrative expenses), each claimant shall receive the actual allowable claim amount. Any excess remaining shall be paid to the State of Connecticut General Fund.

Required Proof of Claim

1. Each claimant shall submit to the Office of the Attorney General, on or before the designated Bar Date, a claim form substantially in the form attached hereto.
2. Claim forms must be accompanied by invoices, cancelled checks or other satisfactory evidence showing payments made by the claimant to AWD or Thomas Refuse Services Inc. during the relevant period for which the claim is made.
3. Claim forms that do not substantially comply with the attached form, that are received after the Bar Date, that fail to contain complete and accurate information, and/or that fail to enclose adequate supporting documentation will not be considered or allowed.

PROOF OF CLAIM FORM

Return form to: Office of the Attorney General, 55 Elm Street, Hartford, CT 06106. Attn: Lori Measer

Name, Address and Phone Number of Claimant (and email as applicable):

Name and Address at which trash service provided:

Did you have a regular monthly service agreement with either Automated Waste Disposal, Inc. or Thomas Refuse Services for disposal of commercial waste from this property during any time from September 30, 2002 to November 30, 2004? (Note that seasonal, one-time, C&D, recycling, cardboard, roll-off and/or residential service is not eligible). If so, indicate the type of waste, frequency and capacity of pickup under this contract.

Contract start date:

Service termination date:

Regular contractual monthly fee in September 2002:

Regular contractual monthly fee in November 2004:

Did you change frequency of pickup or capacity at any time between October 1, 2002 and May 31, 2006?

If so, indicate what changed and what the new invoice amount was following the change.

Did your monthly fee increase by approximately 10% in October 2002?

Did your monthly fee increase by approximately 10% in December 2004?

Where either of these increases subsequently reversed in whole or in part?

If yes, specify date and amount of change.

Have you attached invoices, cancelled checks or other evidence of payment for each month that you are making a claim? If you have a copy of your service agreement, have you attached it?

I hereby certify that the information contained on this claim form and any documents submitted herewith is true, accurate and complete.

Signature

Date