

EXECUTION COPY

**REGIONAL SOLID WASTE AND RECYCLING
SYSTEM AGREEMENT**

BETWEEN

WINTERS BROS. TRANSFER STATIONS OF CT, LLC

and

HOUSATONIC RESOURCES RECOVERY AUTHORITY

DATED AS OF

JANUARY 11, 2018

TABLE OF CONTENTS

Article I	Definitions
Article II	Acceptance and Disposal of HRRRA Acceptable Solid Waste
Article III	Acceptance and Disposal of MSW
Section IV	Acceptance, Processing and Sale of HRRRA Recycling Materials
Article V	Acceptance and Disposal of Other Acceptable Waste
Article VI	Refusals to Accept Deliveries of Solid Waste
Article VII	MSW Tip Fees and Recycling Tip Fees
Article VIII	Payments
Article IX	HRRRA Program Fees and Expense Reimbursement
Article X	Transfer Stations
Article XI	Term
Article XII	Arbitration
Article XIII	Insurance
Article XIV	Events of Default
Article XV	Limitation of Liability
Article XVI	Force Majeure Events
Article XVII	Assignment
Article XVIII	Indemnity
Article XIX	Representations
Article XX	Miscellaneous
Article XXI	Entire Agreement

<u>Appendix A</u>	Site Plan for White Street Facilities
<u>Appendix B-1</u>	Winters Bros. Yard Rules
<u>Appendix B-2</u>	Recyclables Facility Delivery Standards
<u>Appendix C</u>	HRRA Recyclables Program Fee
<u>Appendix D</u>	Form of Municipal Regional Solid Waste and Recyclables Agreement
<u>Appendix E</u>	Recycling Tip Fee Formula
<u>Appendix F</u>	Newtown Lease
<u>Appendix G</u>	Ridgefield Lease
<u>Appendix H</u>	Insurance

REGIONAL SOLID WASTE AND RECYCLING SYSTEM AGREEMENT

THIS REGIONAL SOLID WASTE AND RECYCLING SYSTEM AGREEMENT (this "Agreement"), made and entered into as of this 11th day of January, 2018, (hereinafter referred to as the "Contract Date") by and between **WINTERS BROS. TRANSFER STATIONS OF CT, LLC**, a Delaware limited liability company with a business address at 307 White Street, Danbury, Connecticut 06810 (hereinafter referred to as "WB"), and **HOUSATONIC RESOURCES RECOVERY AUTHORITY**, a regional resources recovery authority created pursuant to the provisions of Chapter 103b of the Connecticut General Statutes, with offices located at Old Town Hall, 162 Whisconier Road, Brookfield, Connecticut (hereinafter referred to as "HRRA" or the "Authority"),

WITNESSETH:

WHEREAS, WB owns and operates (a) solid waste facilities located at 307 White Street, Danbury, Connecticut (the "White Street Facilities") consisting of, among other solid waste facilities, a transfer station (the "Danbury Transfer Station") holding a permit to operate issued by the predecessor to the Connecticut Department of Energy and Environmental Protection (the predecessor and the Department of Energy and Environmental Protection referred to collectively as "DEEP") and a regional recycling facility (the "Danbury Recycling Facility"), also holding a permit to operate issued by DEEP (a copy of the site plan for the White Street Facilities approved by DEEP is attached hereto as Appendix A) and (b) a solid waste facility consisting of a materials recovery facility in Shelton, Connecticut (the "Materials Recovery Facility" or "MRF") holding a permit from DEEP to operate as a regional recycling facility, and

WHEREAS, WB owns and operates, or has contractual access to dispose of municipal solid waste at, Resources Recovery Facilities located both within and outside Connecticut and solid waste landfills located outside Connecticut, all of which Resources Recovery Facilities and solid waste landfills hold all validly issued federal, state and local licenses and permits required for their lawful operation; and

WHEREAS, HRRA desires to procure for its member municipalities in the HRRA Region (a) provision of a long-term disposal location for all of the Acceptable Solid Waste (as defined below) generated within the HRRA Region's Participating Municipalities, and (b) provision of a long-term processing and sale arrangement for Recyclable Materials (hereinafter defined) generated in and collected from residential, business, commercial, and institutional properties within the Participating Municipalities; and

WHEREAS, HRRA and WB desire, for mutual considerations, to enter into a contractual relationship pursuant to which WB will (a) accept at the White Street Facilities and the Transfer Stations (hereinafter defined) and dispose of in a lawful manner all of the Acceptable Solid Waste generated within the boundaries of the Participating Municipalities (b) accept at the Danbury Recycling Facility and the MRF, transport to the MRF, and ultimately process at the MRF and sell all Products of all Recyclable Materials included in the HRRA regional recycling program generated within the boundaries of the Participating Municipalities participating in the HRRA regional recycling program.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual conditions, covenants and promises contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows.

ARTICLE I
DEFINITIONS

1.1. "Acceptable Solid Waste" means all Solid Waste, including without limitation household garbage and home remodeling waste and debris not exceeding four (4) feet in any of its dimensions, Recyclable Material (as hereinafter defined), Other Acceptable Waste (as hereinafter defined), trash, rubbish, refuse, combustible agricultural, commercial, governmental and light industrial waste, but excluding:

(a) explosives and ordnance materials, pathological wastes, chemicals, radioactive materials, oil, material burned or otherwise processed at a resources recovery facility or incinerator, material processed at a recycling facility, sludges or other residue from a water pollution abatement facility, water supply treatment plant or air pollution control facility, highly inflammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, and hazardous refuse of any type or kind (including those addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation Recovery Act of 1976, as amended, or other federal statutes or adopted by the DEEP, such as, but not limited to, cleaning fluids, crankcase oils, cutting oils, hazardous paints, acids, caustics, poisons, drugs, fracking waste, radioactive materials, fine powdery earth used to filter cleaning fluid and refuse of similar nature), and

(b) all other items of waste which WB reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Transfer Stations, the White Street Facilities, or the MRF or be in violation of any judicial decision, order or action of any federal, state or local government or any agency thereof, or any other regulatory authority or any applicable law or regulations or the conditions of any permit or approval issued for any of the Transfer Stations, the White Street Facilities or the MRF.

The parties recognize that some substances which are not, as of the Contract Date, considered harmful or of a toxic nature or dangerous, may be determined by DEEP and/or EPA subsequent to the date hereof as hazardous, toxic, dangerous or harmful, and at the time of such determination, such substances shall cease to be Acceptable Solid Waste.

1.2. "Affiliate" means, with respect to any person, corporation, limited liability company, firm or entity (each, a "Person", and collectively, "Persons"), any Person, which directly or indirectly, controls or is controlled by or is under common control with such Person, and in the case of WB, over which Person WB has operational control.

1.3. "Anniversary Date" for the purposes of MSW Tip Fee adjustment is the same

month and day, with respect to each succeeding year, as the Effective Date.

1.4 **“Change of Control”** means the sale of all or substantially all the assets of an entity; any merger, consolidation or acquisition of an entity with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting interests in one or more related transactions; provided, however, that none of the foregoing shall be deemed to be a Change of Control as long as WB maintains ownership of substantially all of the assets used in the operation of its business and the management of WB remains substantially the same as it is as of the Contract Date.

1.5 **“Change in Law”** means any of the following events or conditions occurring after the Contract Date which is demonstrated to have, or which may upon showing of reasonable basis be expected to have, a material adverse effect on WB or HRRA, or on WB’s or HRRA’s ability to perform pursuant to this Agreement, or on the Transfer Stations or the Transfer Stations’ Sites, the White Street Facilities or the White Street Facilities’ Site, or the MRF or the MRF’s Site, or the acquisition, design, construction, equipping, start-up, operation, ownership or possession of any or all of them, if such event or condition is beyond the reasonable control, and not the result of willful or negligent action or failure to act of the party relying thereon as justification for not performing (the “Non-Performing Party”) any obligation or complying with any condition required of such party under this Agreement:

(a) the adoption, promulgation, issuance, modification or official change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, unless such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, state or local governmental body, administrative agency or governmental official having jurisdiction;

(b) the order and/or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Non-Performing Party, provided that the contesting in good faith of any such order and/or judgment shall not constitute or be construed as a willful or negligent action or failure to act of such Non-Performing Party; or

(c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the Transfer Stations or the Transfer Stations’ Sites, the White Street Facilities or the White Street Facilities’ Site, or the MRF or the MRF’s site, as provided for herein or required with respect hereto, if it is not also the result of willful or negligent action or failure to act of the Non-Performing Party, provided that the contesting in good faith of any such suspension, termination, interruption or failure of renewal shall not be construed as willful or negligent action or failure to act of such Non-Performing Party.

1.6. “Collector” or “Participating Municipality’s Collector” means any person who holds himself out for hire to collect solid waste from residential, business, commercial or other establishments and is registered in a Participating Municipality, is a Participating Municipality or is a direct agent of a Participating Municipality, delivering HRRRA Acceptable Solid Waste to a Transfer Station, the White Street Facilities or the MRF.

1.6. “Consumer Price Index” or “CPI” means the Consumer Price Index for the Northeast, All Items for All Urban Consumers (currently Chart No. CUUR00SA0), as published by the United States Department of Labor, or a mutually agreed upon alternate index if such index is no longer published or the method of computation thereof is substantially modified.

1.8. “Contamination” and “Contaminants” mean that portion of Recyclable Materials delivered to the Danbury Recycling Facility or the MRF that consists of material that is not specified as Recyclable Materials in Appendix B-2.

1.9. “Contract Year” means each one-year period during the term of this Agreement, with the first Contract Year commencing as of July 1, 2019, and each subsequent Contract Year beginning on the anniversary thereof.

1.10. “Effective Date” means July 1, 2019 unless an earlier date is agreed to by both HRRRA and WB.

1.11. “Event of Default” means any one or more of those events described in Article XIV.

1.12. “Force Majeure Event” means any event or condition having, or which may reasonably be expected to have, a material adverse effect on WB or the HRRRA, or on WB’s or the HRRRA’s ability to perform pursuant to this Agreement, or on the Transfer Stations or Transfer Stations’ Sites or on the White Street Facilities, or the Whites Street Facilities’ Site, or the MRF or the MRF’s Site, or the acquisition, design, construction, equipping, start-up, operation, ownership or possession of any or all of them, if such event or condition is beyond the reasonable control, and not the result of willful or negligent action or failure to act of the party relying thereon as justification for not performing (the “Non-Performing Party”) any obligation or complying with any condition required of such party under this Agreement. The foregoing provisions shall not be construed to require that the Non-Performing Party observe a higher standard of conduct than that required by the usual and customary standards of the industry or other field of activity in question, as a condition to claiming the existence of a Force Majeure Event. Such events or conditions may include, but shall not be limited to, circumstances of the following kind:

(a) an act of God, Change in Law, epidemic, landslide, lightning, earthquake, hurricane, fire, explosion, storm, flood or similar occurrence, an act of war, blockade, insurrection, riot, civil disturbance or similar occurrences, or damage caused directly or indirectly by Solid Waste not included in Acceptable Solid Waste entering a Transfer Station, the White Street Facilities or the MRF unless knowingly accepted by WB;

(b) A non-WB and/or non-WB Affiliate strike, lockout, work slowdown, or similar industrial or labor action which affects, impacts or impedes WB or the Transfer Stations, the

White Street Facilities or the MRF; and

(c) The failure of any subcontractor or supplier selected with reasonable care and in good faith to furnish labor, services, materials, or equipment in connection with the design, construction, equipping, operation or maintenance of the Transfer Stations, the White Street Facilities or the MRF by the date agreed to, as a result of a Force Majeure Event affecting such subcontractor or supplier, provided that the Non-Performing party is not reasonably able to obtain timely substitute labor, services, materials or equipment on substantially equivalent terms.

1.13. "HRRRA Acceptable Solid Waste" means that Acceptable Solid Waste generated within the HRRRA Region for which HRRRA currently or hereafter assumes responsibility for disposal pursuant to a Municipal Regional Solid Waste and Recycling System Agreement.

1.14. "HRRRA MSW Program Fee" means the fee paid by WB to HRRRA to provide funds to HRRRA for its operation of the Regional Solid Waste and Recycling System for the HRRRA Region in the amount of \$2.00 per Ton of HRRRA MSW delivered to the Transfer Stations or otherwise allocated to HRRRA as provided in Section 7.6.

1.15. "HRRRA Other Acceptable Waste" means Other Acceptable Waste generated within the HRRRA Region.

1.16. "HRRRA Recyclable Materials" means those Recyclable Materials generated within the HRRRA Region for which HRRRA currently or hereafter assumes responsibility for processing and sale pursuant to a Municipal Regional Solid Waste and Recycling System Agreement.

1.17. "HRRRA Recyclables Program Fee" means the fee paid by WB to HRRRA to provide funds to HRRRA for its operation of the Municipal Regional Solid Waste and Recycling System in the HRRRA Region in an amount per Ton of HRRRA Recyclable Materials delivered to the Danbury Recycling Facility or the MRF or otherwise allocated to HRRRA as provided in Section 7.5, calculated from time to time in accordance with the provisions of Appendix C.

1.18. "HRRRA Region" means the area encompassing the municipal membership of HRRRA, which membership shall reflect the withdrawal of member municipalities and the addition of new member municipalities from time to time in accordance with HRRRA's by-laws. As of the Contract Date, HRRRA's member municipalities currently include Bethel, Bridgewater, Brookfield, Danbury, Kent, New Fairfield, New Milford, Newtown, Redding, Ridgefield and Sherman,

1.19. "Materials Recovery Facility" or "MRF" means the materials recovery facility owned and operated by WB in Shelton, Connecticut.

1.20. "Municipal Solid Waste" or "MSW" means Acceptable Solid Waste, but excluding (a) Recyclable Materials, (b) Other Acceptable Waste, and (c) Organic Waste when separated at the source and delivered separately.

1.21 "HRRRA MSW" means Municipal Solid Waste generated within the HRRRA

Region.

1.22. "Municipal Regional Solid Waste and Recyclables Agreement" means a contract entered into between each of the Participating Municipalities and HRRRA conveying rights and obligations under this Agreement in form and content substantially as attached hereto as Appendix D.

1.23. "Operating Day" means each day that the White Street Facilities and the MRF are required to be open pursuant to their operating permits issued by the DEEP Commissioner or pursuant to the terms of this Agreement, or both, and as may be amended by the parties from time to time.

1.24. "Other Acceptable Waste" means Acceptable Solid Waste consisting of construction and demolition materials ("C&D") (but home remodeling waste and debris in reasonable quantities shall not be considered C&D), solid waste commonly referred to as "Bulky Waste," and all large household appliances commonly referred to as "White Goods" including, without limitation, refrigerators, stoves, washing machines, drying machines and the like.

1.25. [Intentionally Omitted]

1.26. "MSW Tip Fee" means the fee per Ton charged to Collectors for the acceptance of HRRRA MSW at a Transfer Station, as set forth in Section 7.1(a), as adjusted from time to time as set forth in Section 7.2.

1.27. "Participating Municipality" means, as applicable with respect to the disposal of HRRRA MSW or HRRRA Recyclable Materials, respectively, each municipal member of HRRRA that has entered into with HRRRA a Municipal Regional Solid Waste and Recycling System Agreement.

1.28 "Participating Municipalities Recyclable Materials" means Recyclable Materials deposited by residents at municipal transfer stations located in the respective Participating Municipalities and delivered by the respective Participating Municipalities or on their behalf to the Facility or Recyclable Materials delivered to the Facility by permitted Deliverers on behalf of a Participating Municipality's franchised recycling collection system.

1.29 "Participating Municipalities Recyclables Tip Fee" means, beginning on the Effective Date, the fee to be charged to Participating Municipalities for the delivery of Participating Municipalities Recyclable Materials to the Danbury Recycling Facility or the MRF, in the amount described in Appendix E.

1.30. "Process Residue" or "Residue" means that portion of the as-received HRRRA Recyclable Material that is accepted by the Danbury Recycling Facility or the MRF, and subsequently removed from the as-received Recyclable Material (a) by WB personnel prior to processing at the MRF or (b) by the MRF's processing system(s) because such material cannot be processed economically into a Product.

1.31. “Product(s)” means that portion of the as-received HRRR Recyclable Materials which is processed by the MRF into marketable industrial feedstocks, and HRRR Recyclable Materials received at the Danbury Recycling Facility that is sold prior to having been transferred to the MRF.

1.32. “Recyclable Materials” and “Recyclables” mean all items designated from time to time by the Commissioner of DEEP pursuant to the provisions of Section 22a - 241b(a) of the General Statutes as suitable for recycling and such other items as are designated from time to time by HRRR, including Contamination up to the limits specified in Appendix B-2.

1.33. “Recyclables Tip Fee” the fee per Ton charged to Collectors for the delivery of HRRR Recyclable Materials to the Danbury Recycling Facility or the MRF, as set forth in Section 7.1(b) in the amount described in Appendix E, as may be adjusted from time to time.

1.34. “Resources Recovery Facility” means a facility utilizing processes aimed at recovery of energy values from solid waste.

1.35. “Site” or “Sites” means the real property, easements and rights of way located at and associated with each of the respective Transfer Stations, the White Street Facilities, and the MRF.

1.36 “Solid Waste” means unwanted or discarded solid, liquid, semisolid or contained gaseous material, including but not limited to demolition debris, bulky waste, food waste and other materials that may be included in the definitions of solid waste contained in Sections 22a-207(3) and 22a-260(8) of the Connecticut General Statutes, as they may be amended from time to time.

1.37. “Special Handling Waste” means any waste which is excluded from Acceptable Solid Waste as defined herein.

1.38. [Intentionally Omitted]

1.39. “Ton” means a “short ton” of 2,000 pounds.

1.40. “Tonnage” means accumulated Tons of HRRR Acceptable Solid Waste.

1.41. “Transfer Station” or “Transfer Stations” means singly or collectively, as the case may be, the Newtown Transfer Station, the Ridgefield Transfer Station, and the Danbury Transfer Station described in Sections 10.2, 10.3, and 10.4, respectively, used for the receipt and transfer of HRRR Acceptable Solid Waste from local Collectors’ vehicles and, in certain circumstances set forth in this Agreement, from individual residents’ vehicles, for disposal.

1.42. “Unit-Based Collection Pricing System” means a pricing system adopted by a subscription Collector of MSW and approved by HRRR as a unit-based collection system pursuant to which the Collector’s customer is charged for MSW collection based on the volume of MSW collected over a period of time such that the customer pays a greater collection charge for a greater amount of MSW the customer generates for collection by the Collector over such

period of time.

1.43. “White Street Facilities” shall have the meaning set forth in the first Recital of this Agreement.

1.44. “Organic Waste” means organic material, such as food scraps, and also including without limitation plant-based material and degradable carbon such as paper as may be acceptable to the final composter or processor.

ARTICLE II
ACCEPTANCE AND DISPOSAL OF
ACCEPTABLE SOLID WASTE

2.1 During each Operating Day during the term of this Agreement and otherwise as permitted in the applicable DEEP permit, WB shall accept at the Transfer Stations, the White Street Facilities or the MRF, as applicable, and dispose of or process and sell, as applicable, deliveries by Collectors of all amounts of HRRRA Acceptable Solid Waste at its sole cost and expense, all in the manner as set forth in Articles III, IV and V and as otherwise provided in this Agreement and/or in accordance with the applicable DEEP permit.

2.2 During the term of this Agreement, WB will use commercially reasonable efforts to cooperate with HRRRA in its efforts to assist the Participating Municipalities in their efforts to meet their obligations under the Connecticut Solid Waste Management Act (Chapter 446d of the Connecticut General Statutes) including, without limitation, efforts to meet their recycling goals contained in the Connecticut Comprehensive Materials Management Strategy adopted by the Commissioner of DEEP in July 2016 in accordance with Connecticut Public Act 14-94. In connection with assisting Participating Municipalities’ efforts to meet their recycling goals, WB will use commercially reasonable efforts to support the HRRRA in its efforts to encourage Collectors to adopt viable Unit-Based Collection Pricing Systems for HRRRA MSW, provided that any such program does not have an adverse impact on WB.

ARTICLE III
ACCEPTANCE AND DISPOSAL OF MSW

3.1. During each Operating Day during the term of this Agreement, WB shall accept at the Danbury Transfer Station, the Newtown Transfer Station and the Ridgefield Transfer Station, respectively, transport from the Newtown Transfer Station and the Ridgefield Transfer Station to the White Street Facilities and dispose of in a manner to comply with (a) all federal, state and local laws and regulations, and (b) the provisions of Section 3.3 below, all quantities of HRRRA MSW delivered by Collectors on behalf of HRRRA or Participating Municipalities to the Transfer Stations in accordance with the provisions of this Agreement, which acceptance, transportation, and disposal shall be undertaken at WB’s sole cost and expense, all as otherwise set forth in this Agreement.

3.2. Not less than one-hundred twenty (120) days prior to the Effective Date, WB shall demonstrate to HRRRA that WB has entered into an enforceable contract or contracts with a

duly licensed disposal facility or facilities that meet all such federal, state and local laws and regulations with sufficient capacity to accept, on a daily, monthly and annual basis not less than the Tonnage of all MSW generated within the Participating Municipalities during the calendar year 2018, as reported by the Participating Municipalities in their respective annual reports to DEEP for such year. Thereafter, not less than one-hundred twenty (120) days prior to the beginning of each subsequent Contract Year, WB shall demonstrate to HRRRA that WB has entered into an enforceable contract or contracts as set forth in the preceding sentence for not less than the Tonnage generated within the Participating Municipalities during the calendar year preceding the applicable Contract Year.

Such contracts shall have a term or terms (duration) ending not sooner than the end of the applicable Contract Year. WB shall accept such deliveries of MSW at the Transfer Stations on an equal, non-discriminatory basis, as among the various Collectors, including any Collector that is an Affiliate of WB, with respect to hours of access, waiting times, tip fees and other conditions applicable to Collectors making such deliveries.

3.3. Notwithstanding any other provision of this Agreement, WB, after it has removed from such MSW any Recyclable Materials it deems appropriate for recycling or reuse, shall dispose of the MSW delivered to it, in accordance with the so-called "hierarchy" of preferred disposal methods set forth in the Connecticut Comprehensive Materials Management Strategy adopted by the Commissioner of DEEP in July 2016 in accordance with Connecticut Public Act 14-94. Specifically, WB shall dispose of MSW delivered to it at a Resources Recovery Facility if a Resources Recovery Facility is deemed available to it in accordance with the provisions of Section 3.4 below, and if, and only if, a Resources Recovery Facility is not deemed or actually available to WB at the time of such disposal, at an out-of-state solid waste landfill, which landfill shall hold all valid federal, state and local licenses and permits necessary for its lawful operation.

3.4. A Resources Recovery Facility shall be deemed available to WB if all of the following conditions are met:

- a. The price for tipping the municipal solid waste at the Resources Recovery Facility is (i) commercially reasonable at such time (taking into account relative operational and economic costs and benefits) and (ii) substantially similar to or lower than the price commercially available for disposal of municipal solid waste at such Resources Recovery Facility by others, as compared to contemporaneous costs at alternative disposal option(s); and
- b. The Resources Recovery Facility offers to WB a term (duration) for the acceptance of municipal solid waste delivered by WB that is reasonably acceptable, provided that a term for acceptance of municipal solid waste is the same as the initial term of this Agreement or longer shall be deemed acceptable to WB; and
- c. The disposal agreement with such Resources Recovery Facility provides WB a commitment that the Resources Recovery Facility will have capacity to receive WB's shipments as they arrive from time-to-time without unreasonable vehicle waiting times or unreasonable time-of-day limitations.

3.5. As part of the process for issuing permits to Collectors for access to the Transfer

Stations and the White Street Facilities as part of HRRRA's regional system and registering Collectors to collect solid waste in the respective Participating Municipalities, HRRRA will instruct all Collectors that:

a. only HRRRA MSW may be delivered to the Transfer Stations or to the White Street Facilities by or on behalf of HRRRA, and that such HRRRA MSW will be delivered (i) in a clean, orderly and safe manner and (ii) in accordance with all reasonable rules and regulations of operation adopted by WB as made known to, and reasonably approved by HRRRA, at all times while Collectors' vehicles or personnel are on the Transfer Station premises,

b. vehicles for deliveries of HRRRA MSW to the Transfer Stations and the White Street Facilities must (i) be in safe and clean condition, and in good repair, (ii) comply with the regulations described in subsection (a) above, and (iii) bear identification as may be reasonably acceptable to WB,

c. Collectors must use only certain routes within the vicinity of the respective Transfer Stations and the White Street Facilities, which routes are set forth in Section 10.2, 10.3, and 10.4 hereof respectively, constitute reasonably direct access to the Transfer Stations the White Street Facilities and avoid residential streets to the maximum extent possible, and

d. failure of a Collector to comply with any of subsections (a), (b) or (c) above may result in either or both: (i) the Collector being required, at its sole cost and expense, to remedy any such failure, including, without limiting the generality of the foregoing, removal of any Special Handling Waste delivered by the Collector, and (ii) the revocation or suspension by HRRRA and the applicable Participating Municipality of the Collector's (A) permit to deliver solid waste to the Transfer Stations or the White Street Facilities and (B) registration to collect solid waste in the applicable Participating Municipality.

Additionally, HRRRA will make reasonable efforts to encourage all Collectors to deliver all HRRRA Acceptable Solid Waste to the Transfer Stations, White Street Facilities or the MRF, as applicable.

Notwithstanding any other provision of this Agreement to the contrary, the failure of a Collector to comply with the instructions set forth above shall not be deemed to be a violation by HRRRA of the provisions of this Agreement. WB's initial delivery rules and regulations referred to in subsections (a) and (b) are as set forth in Appendix B-1 and have been approved by HRRRA.

3.6. HRRRA and the respective Participating Municipalities shall have the right, upon reasonable notice to and prior written consent of WB, which consent shall not be unreasonably withheld, (a) to designate certain highway routes for the transfer by WB or its Affiliates (i) from the Transfer Stations to the White Street Facilities, (ii) from the White Street Facilities to the MRF or the location of the Solid Waste Facility(ies) (as defined in Section 22a-207(4) of the Connecticut General Statutes) to which WB proposes to dispose of Acceptable Solid Waste delivered to the White Street Facilities, and (iii) from any Solid Waste Facility to any of the Transfer Stations, the White Street Facilities, the MRF, or elsewhere, which routes provide reasonably direct access to the intended destinations and avoid residential streets to the

maximum extent possible, and (b) to require WB and any of its Affiliates to use the Interstate Highway system to the greatest extent possible, when either transferring or delivering Solid Waste collected from outside the HRRRA Region to the White Street Facility so as to avoid using local highways in the respective Participating Municipalities to the greatest extent possible.

3.7. Weighing and Shipping Records.

(a) All weighing of vehicles delivering MSW to the Transfer Stations and transporting MSW from the Transfer Stations for disposal will be performed on scales provided by WB at the scale house at each Transfer Station, which shall be operated by personnel provided by WB at its sole expense. WB shall maintain the calibration of the scales at the scale house in accordance with the procedures established by the State of Connecticut, and provide evidence to HRRRA annually of such calibration, in order to weigh all vehicles delivering MSW or transporting MSW for disposal from the Transfer Stations, and such scales shall be operable not less than 95% of the respective Transfer Stations' Operating Days. WB may, from time to time, require revalidation of the tare weight of any Collector vehicle. Each loaded vehicle entering or exiting a Transfer Station's Site shall be weighed, and the gross weight, tare weight, time of delivery and exit, nature of materials, truck identification, and the Participating Municipality(ies) of origin of the load shall be accurately recorded on a weigh record. Records of all weighing shall be maintained by WB.

(b) WB shall provide HRRRA with digital electronic copies on a monthly basis of all weigh tickets with respect to MSW generated within the HRRRA Region.

3.8. WB shall maintain records of the Tonnage delivered on the HRRRA's behalf and on behalf of each Participating Municipality and accepted by WB each day and copies of all of HRRRA's weight tickets will be retained for a period of no less than two (2) years. HRRRA and the Participating Municipalities shall have the reasonable right to review such weight tickets at the White Street Facilities during normal business hours upon advance notice to WB of HRRRA's or the Participating Municipality's desire to conduct such a review, and in such a manner as to not interfere with the White Street Facilities' orderly operation. In addition, copies of such weight tickets (on digital storage media if requested by HRRRA) shall be attached to WB' monthly report to the HRRRA.

ARTICLE IV
ACCEPTANCE, PROCESSING AND SALE OF
HRRRA RECYCLABLE MATERIALS

4.1. During each Operating Day during the term of this Agreement, WB will accept at the Danbury Recycling Facility or the MRF and either transfer to the MRF, as applicable, or otherwise process and sell all Products derived from HRRRA Recyclable Material delivered to the Danbury Recycling Facility or the MRF by or on behalf of HRRRA and the applicable

Participating Municipalities, which acceptance, processing and sale shall be undertaken at WB's sole cost and expense in accordance with the terms of this Agreement. WB will accept such deliveries of HRRRA Recyclable Material at the Danbury Recycling Facility and the MRF on an equal, non-discriminatory basis, as among the various Collectors, including any Collector that is an Affiliate of WB, with respect to hours of access, waiting times, tip fees and other conditions applicable to Collectors making such deliveries.

4.2. Inadvertent Deliveries of Non-Recyclable Material. Collectors will be directed by HRRRA to deliver to the Danbury Recycling Facility and the MRF only Recyclable Material which conforms to Facility Delivery Standards set forth in Appendix B-2. However, in the event of any inadvertent delivery of Non-Recyclable Material in excess of Facility Delivery Standards, or Recyclable Material which does not conform to Facility Delivery Standards, such delivery shall not constitute a breach of HRRRA's obligations under this Agreement.

4.3. Identification, Rejection, or Processing of Non-Recyclable Material or Recyclable Material Not Conforming to Facility Delivery Standards. WB shall be responsible to inspect vehicles delivering Recyclable Material to the Danbury Recycling Facility and the MRF.

(a) WB's obligation to accept and process HRRRA Recyclable Material from Collectors shall not restrict or limit WB's obligation to inspect all vehicles delivering Recyclable Material to the Danbury Recycling Facility or the MRF to determine whether such vehicle contains Hazardous Waste, Non-Recyclable Material in excess of Facility Delivery Standards or Recyclable Material not conforming to Facility Delivery Standards set forth in Appendix B-2. If during any such vehicle inspection, WB determines that the vehicle is delivering Recyclable Material not conforming to said Facility Delivery Standards, WB shall require the Collector to remove the vehicle from the Site. WB shall immediately notify HRRRA of any such rejection stating the date and time of rejection, the Collector and driver's name, the Participating Municipality of origin, and the reason(s) for rejection and shall follow this with a report in writing of the same information within two (2) calendar days delivered to HRRRA.

(b) If a load of Recyclable Material is unloaded onto the Danbury Recycling Facility or MRF tipping floor, and WB determines that said load contains Hazardous Waste, Non-Recyclable Material in excess of Facility Delivery Standards or Recyclable Material not conforming to Facility Delivery Standards set forth in Appendix B-2, WB shall immediately notify HRRRA. The load shall be processed, if reasonably possible, and any costs, in addition to normal operating costs associated with processing a load of conforming Recyclable Materials, shall be charged to the Collector, provided however, if the Collector cannot be determined or if the non-conforming materials were delivered by someone other than a Collector, shall be the responsibility of WB.

(c) If a load of Recyclable Material described in (b) above cannot be processed because it is contaminated with Hazardous Waste, WB will promptly notify HRRRA and follow the guidelines in accordance with its DEEP permit, as follows: "Ensure that any unacceptable solid waste inadvertently received, or solid waste which is unsuitable for processing at the [Facility] is: (i) promptly sorted, separated, isolated and temporarily

stored in a safe manner prior to off-site transport; (ii) recorded in the daily log and reported in the quarterly report required by this document; and (iii) disposed at a facility lawfully authorized to accept such waste. A spare container shall be available for any storage emergency."

4.4. Removal and Disposal of Process Residue. WB shall be responsible for the removal, transportation and disposal of all Process Residue and Contaminant in accordance with all applicable law. All cost and expense of such removal, transportation and disposal shall be paid by WB.

4.5. Weighing, Shipping Records and Monthly Reports.

All weighing of vehicles delivering Recyclable Materials to the Danbury Recycling Facility or the MRF and shipping Product from the Danbury Recycling Facility or the MRF, monthly reporting of Tonnage, and maintenance of records with respect to Recyclable Materials will be performed in substantially the same manner as set forth in Sections 3.7 and 3.8 hereof.

ARTICLE V
ACCEPTANCE AND DISPOSAL OF OTHER
ACCEPTABLE WASTE

5.1 During each Operating Day during the term of this Agreement, WB shall accept at the White Street Facilities and dispose of in a manner to comply with all federal, state and local laws and regulations, Other Acceptable Waste within the HRRR Region and delivered by Collectors on behalf of HRRR or Participating Municipalities to the White Street Facilities at its sole cost and expense in accordance with the provisions of this Agreement. WB will accept such deliveries of Other Acceptable Waste at the White Street Facilities on an equal, non-discriminatory basis, as among the various Collectors, including any Collector that is an Affiliate of WB, with respect to hours of access, waiting times, tip fees and other conditions applicable to Collectors making such deliveries.

5.2. Weighing, Shipping Records and Monthly Reports.

All weighing of vehicles delivering Other Acceptable Waste to the Transfer Stations and the White Street Facilities and shipping from the Transfer Stations and the White Street Facilities, monthly reporting of Tonnage, and maintenance of records with respect to Other Acceptable Waste will be performed in substantially the same manner as set forth in Sections 3.7 and 3.8 hereof.

ARTICLE VI
REFUSAL TO ACCEPT DELIVERIES
OF SOLID WASTE

6.1. WB shall have the right, without liability to HRRRA or the Participating Municipalities, to refuse deliveries of the following types or categories of Solid Waste:

- (a) Waste other than HRRRA Acceptable Solid Waste,
- (b) Any waste delivered at other than the then established receiving hours as conspicuously posted or as given by written notice to the HRRRA by WB, or any waste otherwise delivered by or on behalf of HRRRA in a manner or by means not in conformity with the requirements of this Agreement, and
- (c) Any or all waste which WB is unable to accept as the result of a Force Majeure Event.

6.2. WB may also refuse delivery of any or all of HRRRA MSW at a particular Transfer Station for reasons other than those identified in Section, 6.1, including waste it is unable to process due to WB fault or negligence, but in such event, WB shall direct such HRRRA MSW to another of the Transfer Stations which has the capacity to accept such HRRRA MSW, provided that WB uses commercially reasonable efforts to correct its inability to accept and process such HRRRA MSW at the particular Transfer Station as soon as reasonably possible.

ARTICLE VII
MSW TIP FEES, RECYCLING TIP FEES

7.1. WB shall collect or make arrangements with, in accordance with reasonable rules and regulations administered by WB subject to HRRRA's prior approval which shall not be unreasonably withheld, the Participating Municipalities or their Collectors, as contemplated in the respective Municipal Regional Solid Waste and Recyclables Agreements, for the collection of the MSW Tip Fees and the Recyclables Tip Fees as the sole means of compensation to WB under this Agreement for transfer, transport and disposal of HRRRA MSW and the transfer, transport, processing and sale of HRRRA Recyclable Materials. Each of the MSW Tip Fee and the Recyclables Tip Fee shall remain in effect for the fiscal year July 1 through June 30, beginning on July 1, 2019.

- (a) The MSW Tip Fee is a uniform charge per Ton established for each Contract Year, and collected as set forth in Article VIII in payment for all HRRRA MSW delivered by or on behalf of HRRRA and accepted by WB at the Transfer Stations. The MSW Tip Fee for the Contract Year beginning July 1, 2019 shall be \$85.00 per Ton.
- (b) The Recyclables Tip Fee is a uniform charge per Ton established from time to time by WB in the manner set forth in Appendix E, based on market conditions for the sale of Products derived from processed recyclables.

7.2. MSW Tip Fee Adjustments.

- (a) For all HRRR MSW delivered to and accepted at the Transfer Stations in accordance with this Agreement in any Contract Year beginning July 1, 2020 and thereafter, the MSW Tip Fee ("MSWTF") to be paid to WB by the Collectors, independent of any adjustment permitted under any provision of this Agreement other than this Section 7.2(a), WB may increase such MSWTF by up to \$1.00 per Ton per Contract Year in each of the second through fifth Contract Years (the "Maximum Permitted Yearly Increase"). WB may determine to not increase the MSWTF by the Maximum Permitted Yearly Increase, in whole or in part, in any Contract Year ("Reserved MSWTF Increases" refers to the aggregate amount of all Maximum Permitted Yearly Increases that were not applied, in whole or in part, in any Contract Year(s)). After the conclusion of the fifth Contract Year, independent of any adjustment permitted under any provision of this Agreement other than this Section 7.2(a), the Maximum Permitted Yearly Increase will be increased to \$1.50 per Ton per Contract Year, and in the event WB so increases the MSWTF, WB will increase the HRRR MSW Program Fee by \$0.25 per Ton per Contract Year.
- (b) WB may decrease the MSWTF (a "MSWTF Discount") from time to time during any Contract Year, and will inform the HRRR of any such decrease. WB may at any time after implementing MSWTF Discount(s) restore the MSWTF to its pre- MSWTF Discount(s) amount.
- (c) To the extent there are any Reserved MSWTF Increases which have not been implemented by WB, WB may increase the MSWTF at any time by the amount of such Reserved MSWTF Increase(s), in whole or in part.
- (d) The MSWTF is inclusive of all currently existing taxes and fees but shall be exclusive of any and all new, additional or increased governmental fees, taxes, charges, surcharges, tolls and other governmental fees relating to WB's transfer, transportation and disposal of HRRR MSW. WB may increase the MSWTF on a per Ton basis to account for the impact of such new, additional or increased governmental fees, taxes, charges, surcharges or tolls. Such increases shall become effective thirty (30) days from such time HRRR is provided written notice of the increase from WB. The MSWTF shall also be exclusive of new all fees and charges assessed after the Contract Date by the municipality, county or state in which the HRRR MSW originates.
- (e) If the documented fuel (diesel) expenses incurred by WB in its operational and transfer station costs exceed \$3.50 per gallon (the "Base Fuel Cost"), then (i) for every \$.25 increase in WB's fuel expenses in excess of the Base Fuel Cost, in addition to the Maximum Permitted Yearly Increase, WB may increase the MSWTF on a per Ton basis to account for the

impact of such fuel expense, and (ii) for every \$.25 decrease in WB's fuel expenses in excess of the Base Fuel Cost, WB will reduce the associated prior increase imposed by WB pursuant to the preceding clause (ii) by a commensurate amount. For the avoidance of doubt, in no case will the Base Fuel Cost be less than \$3.50. Pricing adjustments under this Section 7.2(e) shall be made on a quarterly basis.

- (f) The pricing and other terms set forth in this Agreement have been determined and agreed to based upon (i) the constituent group of municipal members that have been Participating Municipalities as contemplated in that certain Municipal Waste Supply and Disposal Agreement by and between HRRRA and Wheelabrator Environmental Systems, Inc. ("WES"), dated October 23, 1991, as amended from time to time (the "WES Agreement"), (ii) the historic (from July 1, 2017 to June 30, 2018) average monthly volume of Recyclable Materials that each of the Participating Municipalities as contemplated in the Regional Single Stream Recycling Service Agreement by and between HRRRA and WB dated as of February 21, 2013, has delivered to the Danbury Recycling Facility, Ridgefield Transfer Station and Newtown Transfer Station, (iii) the historic (from July 1, 2017 to June 30, 2018) average monthly volume of HRRRA MSW processed by WB, and (iv) transfer, transportation and disposal costs incurred by WB being, in the aggregate, up to \$55. If there is a material change in any of such factors, then the parties agree that they will negotiate in good faith to modify the terms of this Agreement in an equitable fashion, as appropriate, to address the economic impact of such material change(s).

7.3. In order to act as a disincentive for Collectors to declare inaccurately the origin of HRRRA Acceptable Solid Waste as not having been generated within the HRRRA Region, WB will not knowingly charge, and will cause its Affiliates not to charge, a Tip Fee for the acceptance of HRRRA Acceptable Solid Waste delivered to any transfer station or other solid waste facility owned or operated by WB or any of its Affiliates by any Collector in an amount less than the MSW Tip Fee or the Recyclables Tip Fee, as applicable, being charged pursuant to this Agreement at the time of the delivery. In the event that WB discovers that HRRRA Acceptable Solid Waste was inaccurately declared by a Collector when WB unknowingly accepted such waste in any of its Transfer Stations, the White Street Facility or the MRF, or any transfer station or other solid waste facility owned or operated by WB or any of its Affiliates, WB will promptly report such inaccurate declaration to HRRRA.

7.4. If WB or any of its Affiliates knowingly accepts any HRRRA Acceptable Solid Waste in violation of Section 7.3, or if any of its Affiliates which is a Collector, delivers any HRRRA Acceptable Solid Waste other than to a Transfer Station, the White Street Facilities or the MRF, as applicable, as contemplated in this Agreement, WB shall include in all applicable reports to HRRRA and DEEP, as appropriate, the amount of any such HRRRA MSW, HRRRA Recyclable Material, or HRRRA Other Acceptable Waste included as part of such HRRRA Acceptable Solid Waste.

ARTICLE VIII
PAYMENTS

8.1. WB will invoice the Collectors weekly for all MSW Tip Fees and Recyclables Tip Fees applicable to that month. Copies of all invoices will also be sent to HRRRA at the same time as sent to the Collectors. Also, within fifteen (15) days of the end of each month, WB will send to HRRRA an accounts receivable aging report, showing the amount of the receivable from each Collector, with agings of current, 30, 60 and 90 and over days, as of the end of such month. In the event a Participating Municipality is a Collector, an invoice will be sent to that Participating Municipality. Except as otherwise agreed to by WB, Collectors shall make payment to WB of all invoice amounts within forty-five (45) days from the date of such invoice.

If an error on the part of the Collector results in an overpayment to WB, WB shall promptly notify the Collector, and shall either promptly refund such overpayment to the Collector or apply the overpayment to the Collector's next invoice. No interest shall accrue to the Collector as a result of such overpayment.

In the event the Collector disputes a portion of any invoice, the Collector shall pay the undisputed portion of said invoice within the terms of this Section 8.1 and shall promptly pay the remaining balance, if any, upon resolution of such dispute.

8.2. The obligation of WB and the Collectors to pay the amounts to be paid by each party from time to time hereunder shall not be subject to diminution by reason of any shutdown of any of the Transfer Stations, the White Street Facilities (or any portion thereof), or the MRF, or of any set-off, abatement, counterclaim, existence of a dispute or any other reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of either party hereunder or limit recourse against either party.

8.3. In the event that any Collector is more than forty-five (45) days delinquent (that is payment has not been made within forty-five (45) days (or such longer period if so provided under a WB-approved payment plan with such Collector) of the date of the invoice) (the "Shut Off Date") in payment of any MSW Tip Fee, Recycling Tip Fee, or Other Acceptable Materials Tip Fee due and owing, WB shall reject any further deliveries from such Collector to the Transfer Stations, the White Street Facilities and/or the MRF until such amount is paid in full, provided that WB has followed its standard billing procedures, as consistently applied. Upon request from the HRRRA, WB will advise the HRRRA of WB's standard billing procedures. WB may immediately begin to reject a Collector's deliveries until the account is brought current if a Collector defaults on the terms of a payment plan entered into with WB. The above collections protocol shall be applied equally to all Collectors, including without limiting the generality of the foregoing, any Collector that is an Affiliate of WB, provided however, that WB must reject deliveries of a Collector that is an Affiliate of WB and more than forty-five (45) days delinquent whether or not WB has applied the collection protocol to such Affiliate.

If any Collector fails to deliver to WB any required payment within forty-five (45) days of the statement date, the HRRRA will, and where permitted by applicable law will cause each Participating Municipality to, suspend such Collector's license to collect Acceptable Solid Waste

from the Participating Municipalities. Upon request, WB will provide to the HRRRA documentation which reflects the non-payment by any such Collector and the procedures used by WB to collect amounts owed from any such Collector, which procedures shall be in accordance with WB's billing and collection procedures.

ARTICLE IX HRRRA PROGRAM FEES

9.1. In consideration of HRRRA operating the Regional Solid Waste and Recycling System for the HRRRA Region and conducting recycling education programs for the HRRRA Region and thereby enhancing WB's disposal and recycling operations in the HRRRA Region, WB shall:

(a) pay to HRRRA fifteen thousand dollars (\$15,000) attributable to the MSW Program Fee and the Recyclables Program Fee within thirty (30) days after invoicing by HRRRA at the end of each calendar month. At the end of each calendar quarter (each calendar quarter a "True-Up Period"), the HRRRA shall invoice or credit to WB the difference between (i) the balance of all unpaid MSW Program Fee and the Recyclables Program Fee amounts LESS (ii) all amounts paid by WB to the HRRRA during such calendar quarter pursuant to this Section (the "Program Fee Adjustment Amount"). If applicable, within fifteen (15) days after invoicing by HRRRA, WB shall deliver to the HRRRA payment of such Program Fee Adjustment Amount, but only to the extent that WB has received payment of the applicable MSWTF and Recyclables Tip Fees from the respective Collectors with respect to the Tonnage HRRRA MSW and HRRRA Recyclable Material delivered by such Collectors to the Transfer Stations, the White Street Facilities and the MRF for the applicable months and any applicable prior months (the "True-Up Amount"). Notwithstanding the foregoing, if the True-Up Amount is a negative number (that is, if the amounts of applicable MSWTF and Recyclables Tip Fees received by WB from the respective Collectors for the applicable True-Up Period is less than the amount calculated as set forth in clause (i) above for such period), such deficit shall be applied to reduce the next monthly payment required by clause (i) above temporarily by the amount of such deficit, it being understood that such reduction in the invoiced amount shall be restored at such time as and to the extent that the True-Up Amount becomes a positive number. Within fifteen (15) days after the end of each True-up Period, WB shall provide to HRRRA evidence of WB's the amounts of collections of MSWTF and Recycling Tip Fees for the applicable True-Up Period and a reconciliation of such collections with the prior collections and payments made pursuant to clauses (i) and (ii) above; and

(b) sponsor HRRRA's educational programs in an annual amount of \$6,000 per quarter of each Contract Year (i.e., \$24,000 per Contract Year), which amount shall be allocated as an education program fee, subject to HRRRA's compliance with the terms of this Agreement.

ARTICLE X
TRANSFER STATIONS

10.1. Transfer Stations. WB shall provide and, during the term of this Agreement, operate and maintain certain Transfer Stations (as defined in Section 22a-107(10) of the Connecticut General Statutes) suitable for the receipt and transfer of HRRRA Acceptable Solid Waste, all as set forth below.

10.2. Newtown Transfer Station. HRRRA has, pursuant to a certain transfer station lease dated as of _____, 2018, by and between HRRRA and the Town of Newtown (“Newtown”) which lease is attached to this Agreement as Appendix F (the “Newtown Lease”), leased from Newtown a municipal solid waste transfer station, within the meaning of Section 22a—207(10) of the Connecticut General Statutes, which is owned by and, up to the Effective Date, was operated by Wheelabrator Environmental Systems, Inc. on behalf of HRRRA and which is further described in the Newtown Lease (the “Newtown Transfer Station”).

(a) HRRRA hereby grants to WB an exclusive non-assignable license to enter on, occupy and use the Newtown Transfer Station for the purpose of operation and maintenance of the Transfer Station for the purposes set forth below. Such license shall include all the rights, and privileges that HRRRA is or shall be granted under the Newtown Lease with respect to the Newtown Transfer Station subject, however, to any and all obligations, restrictions, limitations and conditions imposed on HRRRA and set forth in the Newtown Lease. Such license shall commence on July 1, 2019 and shall terminate on the earlier of the last day of this Agreement and the termination of the Newtown Lease. Except as expressly omitted and/or limited by the terms set forth in this Agreement, during the period of such license, WB shall fully discharge and carry out in a timely manner all of the obligations and duties of the Lessee under the Newtown Lease and shall indemnify and hold harmless HRRRA and Newtown from any loss, cost, claim or liability that may arise from WB’s failure to do so.

(b) WB shall staff, equip, operate and maintain a transfer station, as defined in Section 22a-107(10) of the Connecticut General Statutes, the Newtown Transfer Station in such a manner as to provide a capability of receiving, handling and transporting to the White Street Facilities, all HRRRA Acceptable Solid Waste received from the Participating Municipalities of Newtown and Brookfield during the term of this Agreement. The Newtown Transfer Station operation and management shall be as specified by WB in conformity with all applicable state and local codes and regulations.

(c) WB shall, at its own cost and expense, make such non-structural modifications, upgrades and expansions to the Newtown Transfer Station as WB determines in its sole discretion to be reasonably necessary to make and keep the Newtown Transfer Station adequate and suitable for receiving HRRRA Acceptable Solid Waste in the quantities required. These will include, but not be limited to, replacing, upgrading or modifying the operating and monitoring equipment for the truck scale such that the equipment shall be compatible with, and capable of being integrated into the fully

integrated scale house computer system to be installed by WB pursuant to Section 10.10 below.

(d) Notwithstanding the exclusive nature of the license granted by HRRRA to WB hereunder with respect to the Newtown Premises, WB shall (i) permit individual residents of Newtown to ingress to and egress from the Newtown Transfer Station for the purpose of depositing Acceptable Solid Waste generated by them at the Newtown Transfer Station ("Newtown Citizen Drop-Off"); (ii) permit Newtown employees or agents ingress and egress to the Newtown Premises for the purpose of access to the Newtown landfill and maintenance of the scale house as necessary; (iii) permit Newtown to station an employee at the Newtown Transfer Station to monitor Newtown Citizen Drop-Off and perform other functions at the Newtown landfill site; and (iv) permit HRRRA and the Towns of Newtown and Brookfield, and their agents and representatives, to inspect the Newtown Transfer Station and operation thereof and for such other purposes as may be permitted by this Agreement, all such access to be in strict accordance with rules, procedures and protocols adopted by WB to assure employee and invitee safety, and no such access, entry and/or activities shall interfere with WB's operation of the Newtown Transfer Station.

(e) In no event shall WB be responsible for any environmental matters, contamination and/or conditions at, under, upon or emanating from the Newtown Premises existing as of WB's entry thereon to operate the Newtown Transfer Station. WB shall not be required to perform any environmental testing, monitoring and/or cleanup of any environmental contamination not resulting from an act and/or negligence of WB.

(f) Prior to the Effective Date, WB shall, at its own cost and expense, cause an inspection of the Newtown Transfer Station to be made by an independent engineer, licensed in the State of Connecticut, and if such inspection reveals any structural deficiencies recommended to be repaired by such engineer, HRRRA will cause Newtown to make such repairs within a reasonable period of time. Any structural improvements arising and necessitated after the Effective Date with respect to any of the transfer station operating building, scale, or scale house, or all of them, will be the responsibility of WB except in the case of normal wear and tear. In the case of structural improvements necessitated by normal wear and tear, HRRRA will cause Newtown to solicit three bids, and cause Newtown to select the bidder approved by it and WB based on the bids and pre-bid qualifications; WB will, and HRRRA will cause Newtown to, share the associated cost of improvements caused by normal wear and tear equally by both parties.

(g) In all cases, any access to the Newtown Premises by Newtown and/or HRRRA shall not interfere with WB's business operations.

(h) (i) The requirement of thirty (30) days prior notice as to cancellation, termination or alteration of any insurance coverage shall be subject to agreement of the insurer to provide the same.

(ii) HRRRA shall cause Newtown to provide WB with proof of all coverage required or otherwise maintained by each such entity, which proof may include a certificate of insurance; and each such policy shall name WB as an additional named insured.

(iii) Each insurer of Newtown and HRRRA shall waive subrogation as to WB.

(i) HRRRA shall not breach the Newtown Lease in any manner whatsoever nor cause WB to be in breach of the Newtown Lease. HRRRA shall proceed promptly to enforce the performance of the Newtown Lease by Newtown at all times. HRRRA hereby assigns to WB the right and option to proceed directly against Newtown in the event of any failure by Newtown to perform all Newtown requirements and obligations as set forth in the Newtown Lease.

10.3. Ridgefield Transfer Station. HRRRA has, pursuant to a certain transfer station lease by and between HRRRA and the Town of Ridgefield (“Ridgefield”), dated as of _____, 2018, which lease is attached to this Agreement as Appendix G (the “Ridgefield Lease”), leased from Ridgefield a municipal solid waste transfer station, within the meaning of Section 22a-207(10) of the Connecticut General Statutes, which is owned by Ridgefield, and, up to the Effective Date, was operated by Wheelabrator Environmental Systems, Inc. on behalf of HRRRA and which is further described in the Ridgefield Lease (the “Ridgefield Transfer Station”).

(a) HRRRA hereby grants to WB an exclusive non-assignable license to enter on, occupy and use the Ridgefield Transfer Station for the purposes set forth below. Such license shall include all the rights and privileges that HRRRA has been granted under the Ridgefield Lease with respect to the Ridgefield Transfer Station subject, however, to any and all obligations, restrictions, limitations and conditions imposed on HRRRA and set forth in the Ridgefield Lease. Such license shall commence on July 1, 2019, and shall terminate on the earlier of the last day of this Agreement and the termination of the Ridgefield Lease. Except as expressly omitted and/or limited by the terms set forth in this Agreement, during the period of such license, WB shall fully discharge and carry out in a timely manner all of the obligations and duties of the Lessee under the Ridgefield Lease and shall indemnify and hold harmless HRRRA and Ridgefield from any loss, cost, claim or liability that may arise from WB’s failure to do so.

(b) WB shall equip, staff and operate the Ridgefield Transfer Station as a transfer station, as defined in Section 22a—107(10) of the Connecticut General Statutes, in such a manner as to provide a capability of receiving, handling and hauling to the Danbury Transfer Station all HRRRA Acceptable Solid Waste received from the Participating Municipalities of Ridgefield and Redding for the term of this Agreement.

(c) WB shall, at its own cost and expense, make such modifications, upgrades and expansions to the Ridgefield Transfer Station as may be reasonably necessary to

make and keep the Ridgefield Transfer Station adequate and suitable for receiving HRRRA Acceptable Solid Waste in the quantities required. These will include, but not be limited to, replacing, upgrading or modifying the operating and monitoring equipment for the truck scale such that the equipment shall be compatible with, and capable of being integrated into the fully integrated scale house computer system to be installed by WB pursuant to Section 10.10 below.

(d) In addition to the operational requirements set forth in Section 10.8, below, WB shall assist Ridgefield in the administration of its program for allowing individual residents of Ridgefield to deposit Acceptable Solid Waste generated by them at the Ridgefield Transfer Station ("Ridgefield Citizen Drop-Off"). Acceptable Solid Waste received through the Ridgefield Citizen Drop-Off will be treated by WB as HRRRA Acceptable Solid Waste. Other aspects of WB's assistance shall be as determined by mutual agreement between WB and Ridgefield from time to time.

(e) Notwithstanding the exclusive nature of the license granted by HRRRA to WB hereunder with respect to the Ridgefield Transfer Station, WB shall (i) permit individuals access to the Ridgefield Transfer Station for the purpose of Ridgefield Citizen Drop-Off; and (ii) permit HRRRA and the Towns of Ridgefield and Redding, and their agents and representatives to inspect the Ridgefield Transfer Station and the operation thereof and for such other purposes as may be permitted by this Agreement, all such access to be in strict accordance with rules, procedures and protocols adopted by WB to assure employee and invitee safety and no such access, entry and/or activities shall interfere with WB's operation of the Ridgefield Transfer Station.

(f) In no event shall WB be responsible for any environmental matters, contamination and/or conditions at, under, upon or emanating from the Ridgefield Premises existing as of WB's entry thereon to operate the Ridgefield Transfer Station. WB shall not be required to perform any environmental testing, monitoring and/or cleanup of any environmental contamination not resulting from an act and/or negligence of WB.

(g) Prior to the Effective Date, WB shall, at its own cost and expense, cause an inspection of the Ridgefield Transfer Station to be made by an independent engineer, licensed in the State of Connecticut, and if such inspection reveals any structural deficiencies recommended to be repaired by such engineer, HRRRA will cause Ridgefield to make such repairs within a reasonable period of time. Any structural improvements arising and necessitated after the Effective Date with respect to any of the transfer station operating building, scale, or scale house, or all of them, will be the responsibility of WB except in the case of normal wear and tear. In the case of structural improvements necessitated by normal wear and tear, HRRRA will cause Ridgefield to solicit three bids, and cause Ridgefield to select the bidder approved by it and WB based on the bids and pre-bid qualifications; WB will, and HRRRA will cause Ridgefield to, share the associated cost of improvements caused by normal wear and tear equally by both parties.

(h) In all cases, any access to the Ridgefield Premises by Ridgefield and/or HRRRA shall not interfere with WB's business operations.

(i) (i) The requirement of thirty (30) days prior notice as to cancellation, termination or alteration of any insurance coverage shall be subject to agreement of the insurer to provide the same.

(ii) HRRRA shall cause Ridgefield to provide WB with proof of all coverage required or otherwise maintained by each such entity, which proof may include a certificate of insurance; and each such policy shall name WB as an additional named insured.

(iii) Each insurer of Ridgefield and HRRRA shall waive subrogation as to WB.

(j) HRRRA shall not breach the Ridgefield Lease in any manner whatsoever nor cause WB to be in breach of the Ridgefield Lease. HRRRA shall proceed promptly to enforce the performance of the Ridgefield Lease by Ridgefield at all times. HRRRA hereby assigns to WB the right and option to proceed directly against Ridgefield in the event of any failure by Ridgefield to perform all Ridgefield requirements and obligations as set forth in the Ridgefield Lease.

10.4. Danbury Transfer Station. WB owns and operates a solid waste transfer station as defined in Section 22a-107(10) of the Connecticut General Statutes located at 307 White Street, Danbury, Connecticut, to wit, the Danbury Transfer Station. WB shall staff, equip, operate, maintain and (if necessary) modify or expand the Danbury Transfer Station in such a manner as to provide a capability of receiving and handling deliveries from Collectors to the Danbury Transfer Station of all HRRRA Acceptable Solid Waste received from the Participating Municipalities of Danbury, Bethel, New Fairfield, New Milford, Kent, Sherman and Bridgewater, and transfers of all HRRRA Acceptable Solid Waste from the Newtown Transfer Station and the Ridgefield Transfer Station to the White Street Facilities for the term of the Agreement. WB shall be responsible, at its sole cost and expense, for all transfers of HRRRA Acceptable Solid Waste from the Newtown Transfer Station and the Ridgefield Transfer Station to the Danbury Transfer Station. When economically or operationally advantageous, WB reserves the right to dispose of all HRRRA Acceptable Solid Waste received at the Newtown Transfer Station and the Ridgefield Transfer Station at a licensed disposal facility in lieu of transferring said waste to the Danbury Transfer Station. WB will work with HRRRA in an effort to implement business practices which promote HRRRA's recycling goals.

10.5. Permits. All federal, state and local permitting and approval requirements with regard to land use, if necessary, at the Newtown Transfer Station, and the Ridgefield Transfer Station are the sole responsibility of HRRRA, and with regard to the White Street Facilities, WB shall obtain and maintain all permits and approvals relating to the operation of the Transfer Stations.

10.6. Waste Reduction and Material Recovery Center. WB will, at its sole cost and expense, design, construct, enhance or repurpose, operate and maintain at the site of the White Street Facilities a Waste Reduction/Materials Recovery Center (the "WRMR Center"), which shall include, as determined appropriate by WB, the installation of new equipment. Such WRMR Center will be sized and equipped to efficiently process the full portion of the HRRR MSW stream that is identified by WB as containing a reasonable amount of recyclable material with the goal of economically and safely extracting as much of said material as reasonably possible. WB will use reasonable business practices to identify process and capture as much material as reasonably possible and report the recaptured volumes to the HRRR on a monthly basis.

WB's obligation to design, construct, renovate or repurpose, operate and maintain the WRMR Center pursuant to this Section 10.6 are contingent on receipt of all such permits, licenses, and real property remediation requirements, provided however, that WB shall obtain as soon as reasonably possible all design work necessary in order to obtain all required permits and licenses, and shall diligently pursue the applications for such licenses and permits as soon as reasonably practicable after the execution of this Agreement. Subject to the foregoing, WB will use commercially reasonable efforts to construct, renovate, enhance or repurpose the WRMR Center in an effort to cause the WRMR Center to be in operation not later than the Effective Date. HRRR will use reasonable efforts to support WB's applications for permits and licenses necessary for WB's construction/renovation/repurposing and operation of the WRMR.

10.7. Anaerobic Digester. HRRR supports WB's expressed long-range interest in constructing, at WB's sole cost and expense, an anaerobic digester at the White Street Facilities for the processing of Organic Waste. Upon future negotiation of, and agreement by and between HRRR and WB, concerning the future fees to be charged to Collectors for WB's acceptance of and appropriate processing of Organic Waste generated within the HRRR Region and delivered to WB, HRRR will use reasonable efforts to support WB's applications for permits and licenses necessary for WB's construction and operation of such an anaerobic digester.

10.8. Operation and Maintenance of the Transfer Stations. WB will use the Transfer Stations only for their intended purposes and will not misuse them. WB will provide all services necessary to provide that the Transfer Stations shall be operated in a safe and sanitary manner. WB agrees to provide services to operate and maintain the Transfer Stations in compliance with applicable terms and conditions of this Agreement.

(a) WB's responsibility for the operation and maintenance of the Transfer Stations shall include but not be limited to acceptance at the Newtown Transfer Station and the Ridgefield Transfer Station of all HRRR Acceptable Solid Waste for transfer to the White Street Facilities, if applicable, or elsewhere as provided herein. WB shall use its commercially reasonable efforts to deny admission to the Transfer Stations of any vehicle carrying Special Handling Waste or other waste which may leak or spill, or allow waste to be blown or scattered before unloading. WB shall notify HRRR and the appropriate Participating Municipality promptly should WB discover that Special Handling Waste has been delivered to a Transfer Station, which notice shall include the

identity of the Collector that delivered the Special Handling Waste. If requested by HRRRA, WB shall, at its sole cost and expense, cause any Special Handling Waste which is discovered to be promptly removed and delivered to an appropriately permitted disposal site within or without the State of Connecticut, provided however, that nothing herein shall be deemed to prevent WB from recovering the cost of such removal and delivery from the Collector delivering such Special Handling Waste if the identity of such Collector can be determined.

(b) WB shall comply with all applicable federal, state and local laws, and regulations and all permits and permit conditions pertaining to the operation of the Transfer Stations and the use of the Transfer Station Sites including the maintenance of any operator's licenses that WB is required to hold in order to be an operator of the Transfer Stations, and WB shall provide for operation and maintenance of the Transfer Stations in the manner necessary to enable WB and/or the HRRRA to maintain any other permits and licenses required for the lawful operation of the Transfer Stations. Subject to the terms set forth in this Agreement, WB shall allow reasonable access to the Newtown Transfer Station and the Ridgefield Transfer Station upon request by HRRRA or Newton or Ridgefield, as applicable, for the purpose of the inspection of the operation and maintenance of those Transfer Stations; and shall allow access to the Danbury Transfer Station upon request by HRRRA for the purpose of the inspection of the operation and maintenance of the Danbury Transfer Station upon reasonable prior written notice, during WB's normal business hours, and with no disruption to WB's business.

(c) WB shall provide all personnel required to operate the Transfer Stations, and their scales. WB will bear all expenses of staffing and complete compensation of personnel in terms of wages and benefits. Any observers, monitors or other personnel provided by the HRRRA or any Participating Municipality at Transfer Stations will be compensated by the HRRRA or the Participating Municipality.

(d) WB shall provide security for the Transfer Stations and stationary and mobile equipment, including the transfer vehicles and the scales and scale houses.

(e) Except as otherwise set forth in this Agreement, WB shall maintain (excluding the requirement to undertake structural work/improvements at the Newtown or Ridgefield Transfer Stations) the Transfer Stations (including without limitation, buildings, grounds, scales, control systems, parking areas, access roads, utilities, building fixtures, drainage and dust collection systems, WB equipment, materials and supplies) and site property (including access roads), and conduct all pest extermination, landscape maintenance (including perimeter fencing and gates), litter and vector control within the grounds of the Transfer Stations, together with on-site traffic control, safety, first-aid, wash down, and fire protection. Notwithstanding the foregoing, with respect to the Newtown Transfer Station, HRRRA shall cause the Town of Newtown to maintain the scale house at the Newtown Transfer Station (but such maintenance shall not include maintenance of the scales or any operating or monitoring equipment related to such scales) and certain access roads, in accordance with the Newtown Lease. Additionally, HRRRA shall ensure that adequate insurance to insure against partial or complete loss of,

or damage to, the structures located at the Transfer Stations is maintained by the respective municipalities.

(f) WB shall provide all legal, accounting and engineering fees associated with normal operation of the Transfer Station as well as insurance coverage.

10.9. Costs and Expenses. Except as otherwise set forth in this Agreement, all costs and expenses of design, staffing, equipping, operating and maintaining the Transfer Stations in accordance with the requirements set forth in this Agreement shall be borne by WB and such costs and expenses shall be deemed to be incorporated into the MSW Tip Fee.

10.10. Computer System. WB shall at its own cost and expense, provide and install a fully integrated scale house computer system for monitoring and recording the information required to be provided pursuant to this Agreement with respect to HRRR MSW, HRRR Recyclable Materials and HRRR Other Acceptable Waste received, accepted, rejected or diverted by WB at the Transfer Stations, the White Street Facilities and the MRF (the "Computer System"). The Computer System shall consist of a central processing unit at WB's White Street Facilities, a local terminal at each of the Transfer Stations, the White Street Facilities and the MRF capable of recording the information required by this Agreement, and a terminal at the HRRR offices with the capability of accessing and reading out any information or data in the Computer System and entering into the Computer System data concerning the permit and registration status of Collectors, both on a real time basis. WB shall design and select the Computer System, after consultation with HRRR. The Computer System shall be operational, after appropriate testing, with respect to the central processing unit, the HRRR terminal and the terminals in the Transfer Stations, the White Street Facilities and the MRF, no later than the Effective Date.

ARTICLE XI TERM

11.1. This Agreement shall become binding on the parties immediately upon the Contract Date, subject to: (a) the provisions of Sections 22a-213 of the Connecticut General Statutes with respect to its required approval by the Commissioner of DEEP, and (b) HRRR entering into Municipal Regional Solid Waste and Recycling System Agreements with municipal members of HRRR representing not less than sixty-seven percent (67%) of the weighted votes (as set forth in the concurrent ordinances of the member municipalities creating HRRR) of such member municipalities. The obligation of WB to dispose of all HRRR Acceptable Solid Waste delivered to the Transfer Stations in consideration of the MSW Tip Fee and to process and sell all HRRR Recyclable Materials consideration of the Recycling Tip Fee, shall, subject to such provisions, become effective on the Effective Date, and such obligations shall continue in full force and effect for a period of ten (10) years thereafter, unless this Agreement is otherwise terminated as provided herein. HRRR shall have the right, but not the obligation, subject to written approval by WB, to extend this Agreement beyond the initial ten (10) year term for three

(3) separate additional five (5) year periods. To exercise a five (5) year extension option, HRRRA shall give written notice to WB of HRRRA's exercise of such extension option not later than one (1) year prior to the expiration of the then current term.

ARTICLE XII
[INTENTIONALLY OMITTED]

ARTICLE XIII
INSURANCE

13.1. Maintenance. WB shall obtain, pay for and maintain, the insurance coverage described in this Article XIII and Appendix H, provided that such insurance is reasonably commercially available. Each insurer shall have a Best's financial rating of at least B+ or if the rating criteria cannot be satisfied, shall be otherwise acceptable to HRRRA. HRRRA shall be named as an additional insured on all policies and certificates with respect to the insurances described on Appendix H (other than with respect to workers' compensation insurance). All such policies shall hold HRRRA and the Participating Municipalities free and harmless from all subrogation rights of the insurer. The scope of insurance coverage may be modified from time to time by mutual agreement between HRRRA and WB. HRRRA shall have the right to request additional types and amounts of coverage from time to time in the event HRRRA believes that the amounts do not adequately protect HRRRA in its reasonable opinion, in which case the parties will meet to discuss a mutually agreeable solution.

13.2. Certificates of Insurance. Certificates of insurance in a form customary with industry standards must be furnished in accordance with the requirements of this Agreement when this Agreement is signed, and include the requirement for thirty (30) calendar days, prior written notice to each additional insured by registered or certified mail of cancellation, non-renewal or change in coverage.

13.3. No Limitation. Nothing contained in this Article XIII or elsewhere in this Agreement shall be construed or deemed to limit either party's obligations to the other under this Agreement to pay damages or other costs and expenses.

13.4. Payment by HRRRA. Should WB fail to effect, maintain or renew any kind of required insurance provided for in this Article XIII, or to pay the premium therefor, then and in any of said events, HRRRA at its option, but without obligation to do so, may, upon ten (10) business days prior notice to WB of its intention to do so, procure such insurance, and WB shall repay to HRRRA any amounts expended by HRRRA to procure any such required insurance.

13.5. Additional Insured. HRRRA shall use its best efforts to have WB named as an additional insured on any insurance required by HRRRA from Collectors delivering material to the Transfer Stations, the Danbury Recycling Facility or the MRF, or any of them, on behalf of HRRRA and the Participating Municipalities.

ARTICLE XIV

EVENTS OF DEFAULT

14.1. Remedies for Default. Each party shall have the right to terminate this Agreement for cause where there is an Event of Default on the part of the other party. Absent an Event of Default, neither party may terminate this Agreement, and the parties shall be limited to specific performance, damages, reimbursement, and other relief explicitly provided by this Agreement. If an Event of Default by WB exists, HRRRA may elect not to immediately terminate this Agreement but to collect damages in accordance with or to enforce the Agreement, or both. Each of the Participating Municipalities shall be deemed to be a beneficiary of the rights of HRRRA pursuant to this Agreement, and to the extent that any Event of Default on the part of WB causes any Participating Municipality any loss or damage, such Participating Municipality shall have all remedies accorded to HRRRA hereunder other than the right to terminate this Agreement. The election by either party to seek damages in accordance with the terms of this Agreement or to otherwise enforce its rights under this Agreement, or both, upon an Event of Default by the other party shall not prevent such party from later terminating this Agreement due to a subsequent Event of Default by such other party.

14.2 Events of Default by WB. Each of the following shall constitute an Event of Default on the part of WB:

(a) Unless such failure can be justified by a Force Majeure Event or failure to act by HRRRA, the failure by WB to fulfill, substantially in accordance with this Agreement, any of WB's obligations under this Agreement including but not limited to the failure on the part of WB (i) to pay any undisputed amount required to be paid to HRRRA under this Agreement within thirty (30) calendar days after such amount becomes due and payable or (ii) to accept and dispose of HRRRA MSW and HRRRA Other Acceptable Waste or to accept and process HRRRA Recyclable Materials in accordance with the provisions of this Agreement.

(b) The filing against WB of an involuntary petition for bankruptcy, winding up, reorganization, or insolvency under the Federal Bankruptcy Code or under the laws of any other jurisdiction, if such petition is not discharged and/or withdrawn within sixty (60) calendar days of the date of such filing. Promptly upon the filing of any petition for involuntary bankruptcy, WB shall provide HRRRA with all of the pertinent details relating to the petition(s), WB's most recent audited and unaudited financial statements, and any other information and data which is available and, as promptly as practicable, such other information and data requested by HRRRA and deemed necessary for such review. If HRRRA shall determine, in its sole and absolute discretion, that the petition lacks merit or WB has sufficient assets to pay all of its liabilities as they become due, HRRRA may forbear from exercising its remedies for such an Event of Default.

(c) WB ceasing to pay its debts, unless contested in good faith, as they mature, or the written admission by WB that it is insolvent or bankrupt, or the filing by WB of a voluntary petition under the Federal Bankruptcy Act or under the laws of any other jurisdiction, or the consent or acquiescence by WB to the appointment by a court of a receiver, liquidator, or trustee for all or a substantial portion of its property or business, or

the making by WB of any arrangements with it for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary, regardless of how designated, of all or a substantial portion of WB's property and assets.

(d) The breach by WB of its representations or warranties hereunder.

(e) The conviction of WB, any Affiliate of WB, or any officer, manager, director or owner of more than ten percent (10%) of the ownership interests in WB or any Affiliate of WB of, or other involvement by any of the above with respect to, criminal or other activities prohibited by law, including without limitation the Racketeer Influenced and Corrupt Organization Act ("RICO").

No action or event described in subparagraph (a) shall constitute an Event of Default giving HRRRA the right to terminate this Agreement under this paragraph unless and until:

(i) HRRRA has given written notice to WB by certified mail, return receipt requested, specifying that a particular default or defaults exist which will, unless corrected, constitute a breach of this Agreement on the part of WB, and

(ii) WB has not corrected such default or has not taken adequate steps to promptly correct the same within thirty (30) calendar days from the date of receipt of the notice, or as soon thereafter as reasonably possible, using diligent efforts. However, in the event that WB persists in its failure to act despite written notice, HRRRA may declare an Event of Default and terminate this Agreement on thirty (30) calendar days' additional written notice to WB, without a further opportunity for WB to cure the default.

14.3. Events of Default by HRRRA. The failure of HRRRA to fulfill its obligations substantially in accordance with the terms of this Agreement shall constitute an Event of Default on the part of HRRRA unless such failure or refusal can be excused or justified by a Force Majeure Event or default or failure or refusal to act by WB. Provided, however, that no such default shall constitute an Event of Default unless and until:

(a) WB has given written notice to HRRRA by certified mail, return receipt requested, specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Agreement on the part of HRRRA, and

(b) HRRRA has not corrected such default or has not taken adequate steps to promptly correct the same within thirty (30) calendar days from the date of receipt of the notice, or as soon thereafter as reasonably possible, using diligent efforts.

14.4. During resolution of any dispute under this Article XIV, WB and HRRRA shall each use commercially reasonable efforts to continue to perform all of their respective obligations under this Agreement without interruption or slow down, provided that the undisputed portion of any disputed payment shall have been made by the party required to make same.

ARTICLE XV
LIMITATION OF LIABILITY

15.1. Except for payment obligations as contained in this Agreement and as further set forth below, in no event, whether arising out of or in connection with either the performance or non-performance by either party of its obligations under this Agreement, (a) shall either party be liable for or obligated to the other party in any manner to pay special, consequential, incidental, punitive or indirect damages, provided however nothing herein shall be deemed to restrict or prohibit one party from receiving from the other party direct compensatory damages resulting from the other party's breach of this Agreement nor (b) shall either party be liable for such damages arising out of legal actions by third parties (other than the Participating Municipalities) against the other party alleging such other party's breach of this Agreement, irrespective of whether such claims for such damages arising out of or in connection with the performance or non-performance of this Agreement are founded in contract, tort, warranty, operation of law, or otherwise. Notwithstanding the foregoing, however, nothing in this Agreement shall limit the liability of WB to HRRRA and the Participating Municipalities or the obligation of WB to indemnify and hold harmless HRRRA and the Participating Municipalities with respect to (c) claims against HRRRA or any of the Participating Municipalities, or both, arising out of the operation of or conditions existing due to the acts or omissions of WB following the Effective Date (or, with respect to the White Street Facilities, following March 28, 2011 and with respect to the MRF located at 90 Oliver Terrace, Shelton, CT, following June 29, 2012) at any of the Transfer Stations, the White Street Facilities or the MRF and (d) claims against HRRRA or any of the Participating Municipalities, or both, arising out of the operation of or conditions existing due to the acts or omissions of WB following the Effective Date at any resources recovery facility or other disposal facility at which WB disposes of HRRRA Acceptable Solid Waste or Process Residue. WB will provide to the HRRRA copies of environmental insurance policies from the relevant disposal site(s) which name the HRRRA and Participating Municipalities as additional insureds.

ARTICLE XVI
FORCE MAJEURE EVENTS

16.1. Each party shall be excused without cost or liability to the other, for failure or delay in performance of any obligation set forth in this Agreement, by reason of a Force Majeure Event. This provision shall not, however, relieve WB or HRRRA from using all reasonable efforts to overcome or remove such Force Majeure Event. Such failure or delay shall be excused at any time during which performance is prevented by such Force Majeure Event, and during such period thereafter as may be reasonably necessary for WB or HRRRA to correct the adverse effect of such Force Majeure Event, provided that WB or HRRRA shall use its commercially reasonable efforts to obtain a stay or appeal any Force Majeure Event constituting a Change in Law if in WB's or HRRRA's good faith judgment, after consultation with counsel, such action is warranted. Each party shall give prompt notice of a Force Majeure Event to the other. Each party shall attempt to remedy with all reasonable dispatch the cause or causes constituting a Force Majeure Event; however, the settlement of strikes, lockouts, work slowdowns, and other similar industrial or labor action or of any legal actions or administrative proceedings shall be entirely in the discretion of the affected party and the affected party shall not be required to make settlement of

strikes, lockouts, work slowdowns, and other similar industrial or labor actions or legal actions or administrative proceedings when such settlement is unfavorable, in the judgment of the affected party.

16.2. WB and HRRRA agree that they will use their commercially reasonable efforts to minimize the total impact of any Change in Law. If HRRRA or WB disputes the statements or summaries of the other party as to the effect of a Change in Law, HRRRA or WB, as the case may be, shall have the right to insist upon an independent determination of such effect to be made by an independent third-party mutually agreeable to the HRRRA and WB at that time. Such independent determination shall be final and binding upon HRRRA and WB.

ARTICLE XVII ASSIGNMENT

17.1. This Agreement shall not be assigned, by Change of Control, transfer of assets or otherwise, by either party without the prior written consent of the other party, and any such assignment or attempted assignment without such written consent shall be void; provided, in the event of such an assignment by WB of its interest and obligations hereunder to a financially viable person, firm or corporation acquiring all or substantially all of the business and assets of WB by Change of Control, transfer of assets or otherwise, or to a financially viable Affiliate of WB, or an assignment to a third party financial institution in connection with any debt financing associated with the construction of the WRMR Center, HRRRA shall not unreasonably withhold its consent. WB shall give written notice to the HRRRA of any change of more than ten (10%) percent in the ownership of WB.

17.2. The determination of a person's or an Affiliate's financial viability for the purposes of this Article XVII shall be made by HRRRA in the exercise of its sole and absolute discretion. Notwithstanding anything to the contrary herein, under no circumstances may this Agreement be assigned by WB (by Change of Control, transfer of assets or otherwise) to a person or to an entity which has been, or of which any officer, manager, director or owner of more than ten percent (10%) of the ownership interests in such entity has been, convicted of, or other involvement by any of the above with respect to, criminal or other activities prohibited by law, including without limitation RICO.

Subject to the provisions of this Article XVII of this Agreement shall be binding upon, and enure to the benefit of any successors, or assigns of the parties hereto.

ARTICLE XVIII INDEMNITY

18.1. Each party hereto hereby agrees to indemnify, defend and hold the other harmless, (including its employees, officers or agents) from and against any and all damages, penalties, costs, claims, demands, suits, causes of action or expenses (including attorney's fees) which may be imposed upon or incurred by the indemnified party as a result of personal injury (including

death) or property damage to third parties (including to the person or property of employees of the HRRRA or WB) (collectively, "Losses"), arising out of, resulting from or in any way connected with (a) the indemnifying party's use of or entrance upon any of the Transfer Stations, the White Street Facilities, or the MRF, including those arising out of any negligent or willful act or omissions of the indemnifying party or its employees, agents, or contractors, or (b) the operation of or conditions existing at any resources recovery facility or other disposal facility at which WB disposes of HRRRA Acceptable Solid Waste or Process Residue, provided, however, the obligations of this Section 18.1 shall not extend to any such matters to the extent arising from the negligence or willful act or omission of the indemnified party or its employees, officers or agents or any third party. Notwithstanding anything herein to the contrary, WB shall not have any obligation under this Section 18.1 with respect to any condition at, under, upon or emanating from the Transfer Stations or any improvements constructed at the Transfer Stations, or operations conducted at the Transfer Stations, (i) with respect to the Newtown Transfer Station or the Ridgefield Transfer Station, prior to the Effective Date or, (ii) with respect to the White Street Facilities, prior to March 28, 2011, or (iii) with respect to the MRF located at 90 Oliver Terrace, Shelton, CT, prior to June 29, 2012. HRRRA shall indemnify, defend and hold harmless WB and its affiliates, and each of their respective employees, officers, agents and representatives from and against any and all Losses which may be claimed or incurred in connection with any condition at, under, upon or emanating from the Newtown Transfer Station or the Ridgefield Transfer Station or any improvements constructed at the Newtown Transfer Station or the Ridgefield Transfer Station, or operations conducted at the Newtown Transfer Station or the Ridgefield Transfer Station, prior to the Effective Date.

To the extent WB disposes of Solid Waste at any location other than a Resources Recovery Facility, whether or not such Solid Waste so disposed of is Acceptable Solid Waste, HRRRA Acceptable Solid Waste, or Process Residue, WB will ensure that the HRRRA and Participating Municipalities are named as additional insureds on the disposal site's environmental policies, and shall cause a copy of a certificate of insurance reflecting the naming of such additional insureds to be delivered to the HRRRA prior to WB disposing of Solid Waste at such location(s).

To the extent that HRRRA has obtained, or obtains, indemnification and hold harmless agreements from the Participating Municipalities or the Collectors delivering MSW and/or Recyclable Materials to the Transfer Stations, the Danbury Recycling Facility or the MRF, HRRRA will use its best efforts to assign, or extend, to WB such indemnification and hold harmless agreement (or the rights of HRRRA thereunder).

ARTICLE XIX REPRESENTATIONS

19.1. Representations of HRRRA. HRRRA represents that:

(a) HRRRA is a regional resources recovery authority organized, existing and in good standing under the laws of the State of Connecticut, and, upon the entry by HRRRA into Municipal Regional Solid Waste and Recyclables Agreements with all of its current Municipal Members as Participating Municipalities, will be duly qualified and authorized to carry on the functions and operations as contemplated by this Agreement and each other agreement or instrument entered into or to be entered into by HRRRA pursuant to this Agreement.

(b) HRRRA has the power, authority and legal right to enter into and, subject to (a) the provisions of Sections 22a-213 of the Connecticut General Statutes with respect to its required approval by the Commissioner of DEEP, and (b) HRRRA entering into Municipal Regional Solid Waste and Recycling System Agreements with municipal members of HRRRA representing not less than sixty-seven percent (67%) of the weighted votes (as set forth in the concurrent ordinances of the member municipalities creating HRRRA) of such member municipalities, to perform this Agreement, and each other agreement or instrument entered into or to be entered into by HRRRA pursuant to this Agreement, and the execution, delivery and performance hereof or thereof (i) have been duly authorized, (ii) have the requisite approval of all necessary governmental bodies, (iii) will not violate any judgment, order, law or regulation applicable to HRRRA or any provisions of HRRRA's charter or by-laws and (iv) do not constitute a default under or result in the creation of any lien, charge or encumbrance to which HRRRA is a party or by which HRRRA or its assets may be bound or affected.

(c) This Agreement and each other agreement or instrument entered into by HRRRA pursuant to this Agreement, has been duly entered into and, as of the Contract Date, constitutes a legal, valid and binding obligation of HRRRA, enforceable in accordance with its terms.

(d) There are no pending or threatened actions or proceedings before any court or administrative agency which would materially affect the ability of HRRRA to perform its obligations under this Service Agreement, or under any other agreement or instrument executed or to be executed pursuant to this Agreement, to which HRRRA is, or will become, a party.

(e) Each of the Newtown Transfer Station and the Ridgefield Transfer Station has been issued, and currently holds and shall at all times maintain in full force and effect, valid applicable federal, state and local permits and approvals required to operate as a transfer station.

19.2. Representations of WB. WB represents that:

(a) It is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and is duly registered and qualified to do business in Connecticut as a foreign limited liability company.

(b) It has full limited liability company power and authority to enter into, and be bound by, the terms and conditions this Agreement, and any documents, agreement or instrument executed pursuant thereto.

(c) It has been duly authorized to enter into the transactions contemplated hereby, with all necessary Manager and Member action with respect thereto, and no further limited liability company action is necessary.

(d) It has the power, authority and legal right to enter into and perform and be bound by the terms of this Agreement, and each other agreement or instrument entered into or to be executed into pursuant to this Agreement, and the execution, delivery and performance hereof or thereof:

- (i) has been duly authorized,
- (ii) will not violate any judgment, order, law or regulation, and
- (iii) does not constitute a default under any obligation or result in the creation of any lien, charge, or encumbrance to which WB is a party or by which WB or its assets may be bound or affected.

(e) The Danbury Transfer Station has been issued, and currently holds, a valid permit by DEEP to operate as a transfer station, and each of the Danbury Transfer Station, the Danbury Recycling Facility and the MRF has been issued, and currently holds, a valid permit by DEEP to operate as a recycling facility.

(f) This Agreement and each other agreement or instrument entered into by WB pursuant to this Agreement has been duly entered into by WB and, as of the Contract Date, constitutes a legal, valid and binding obligation of WB, enforceable against WB in accordance with its, terms.

(g) There are no pending or threatened actions or proceedings before any court or administrative agency which would materially affect the ability of WB to perform its obligations under this Agreement, or under any, other agreement or instrument executed or to be executed pursuant to this Agreement to which WB is, or will become, a party.

ARTICLE XX MISCELLANEOUS

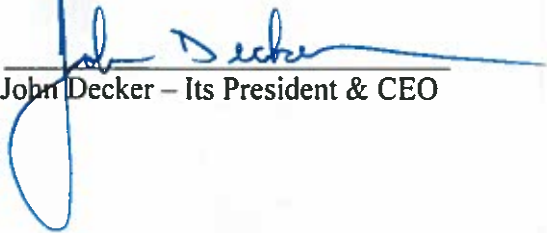
20.1. Applicable Law; Venue - The law of the State of Connecticut shall govern the validity, interpretation, construction and performance of this Agreement. The parties irrevocably submit to the jurisdiction of the Connecticut Superior Court for the Judicial District of Danbury and to the jurisdiction of the United States District Court for the District of Connecticut over any suit, action or proceeding arising out of or in any way related to this Agreement. The parties irrevocably waive, to the fullest extent permitted by law, any objection which either of them may have to the laying of venue of any such suit, action or proceeding brought in any such court, and any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives the day and year first above written.

**HOUSATONIC RESOURCES
RECOVERY AUTHORITY**

**WINTERS BROS. TRANSFER STATIONS
OF CT, LLC**

By 
Rudolph Marconi - Its Chairman

By 
John Decker - Its President & CEO



APPENDIX B-1

APPENDIX B-1
Winters Bros. Yard Rules



WINTERS BROS. TRANSFER STATIONS OF CT, LLC

Recycling Permit #0340199 – Transfer Fate 4/21/2011
MSW & C&D Permit #0340946 – Issuance Date 7/1/2010

HOURS OF OPERATION

Monday – Friday 6:00am – 4:00pm
Saturday: 7:00am – 1:00pm

YARD RULES

- **NO HAZARDOUS MATERIALS ACCEPTED***
- **SPEED LIMIT IN THE YARD IS 5 MILES PER HOUR (5 MPH)**
- **PROPER SAFETY ATTIRE REQUIRED AT ALL TIMES****
- **VEHICLES SHOULD NEVER BE LEFT UNATTENDED**
- **SCAVENGING IS ILLEGAL AND STRICTLY PROHIBITED**
- **SMOKING IN OR AROUND ANY BUILDING IS PROHIBITED**
- **NO UNTARPING OF LOADS WHILE IN SCALE LINE**
- **DUMP-STYLE TRUCK BODIES ONLY**

* Unacceptable Waste: Recyclable Materials, Hazardous Waste, Explosives, Liquid Waste, Asbestos, Motor Vehicle Parts, Tires, Animal Products, Ashes, Human or Animal Remains, Offal (internal organs of a butchered animal), American Flags, Pathological or Biological Waste, Pressurized Containers, Radioactive Materials, Sealed Drums, Sludge, and Tar.

** Hard hat and reflective safety vest/jacket/shirt worn AT ALL TIMES

APPENDIX B-2

Recyclable Materials/Facility Delivery Standards

Recyclable Materials means all items designated from time to time by the Commissioner of DEEP pursuant to the provisions of Section 22a - 241b(a) of the General Statutes as suitable for recycling and such other items as are designated from time to time by HRRRA including without limitation, the following:

Newspaper and inserts, cardboard, boxboard, chipboard, paperboard, opened mail and greeting cards, magazines, catalogs, brochures, hard and soft cover books, phone books, blueprints, file folders, white or pastel office paper, paper milk or juice cartons, school paper, computer paper, paper bags, shredded paper, paper egg cartons, plastics #1 through #7, flower pots, plastic hangers, plastic caps and lids, small plastic toys, glass bottles and jars, metal cans, empty aerosol cans, loose metal caps and lids, pots and pans, balled aluminum foil and pie plates, metal hangers, and small metals.

Facility Delivery Standards:

Mixed Recyclables means all Recyclable Material delivered to the Danbury Recycling Facility or the MRF from generators within the applicable Participating Municipalities in commingled single or dual stream.

If any load of Mixed Recyclables contains more than 6 percent (6%) weight or volume of Non-Recyclable or Contaminants, Article IV of the Agreement shall apply.

NOTES:

1. Recyclable Material delivered to the Danbury Recycling Facility or the MRF Facility shall be free of dirt, food, and other liquid or solid residue material. Mixed glass bottles and cans may be delivered with labels, neck rings and caps.
2. The maximum tip height of vehicles delivering Recyclable Materials to the tipping floor at the Danbury Recycling Facility or the MRF may not exceed 26 feet.

APPENDIX C

HRRR Recyclables Program Fee

I. The HRRR Recyclables Program Fee is, beginning on the Effective Date and continuing for the term of this Agreement, \$5 times the number of Tons of Recyclable Material generated within each of the applicable Participating Municipalities and delivered to the Danbury Recycling Facility or the MRF during the previous calendar month, provided however, that WB shall review market conditions with respect to Products derived from Recyclable Materials quarterly, beginning no later than during May 2019, and if such market conditions have changed materially from the market conditions initially existing on the Contract Date, WB will notify HRRR of such material change in market conditions and consult with HRRR concerning a modification of the HRRR Recyclables Program Fee to reflect such change in the market conditions, which proposed modification shall be subject to HRRR's reasonable approval, and if so approved, shall take effect no sooner than thirty (30) days following such notification with respect to the applicable modification. Notwithstanding the above provisions, it is understood and agreed that the HRRR Recyclables Program Fee shall not be reduced to an amount less than \$5 per Ton during the term of this Agreement, as such term may be extended from time to time.

II. Facility ACR Adjustment.

(a) If at any time following the conclusion of the fifth Contract Year during the term of this Agreement the Facility ACR (as defined below) is less than \$60.00 per Ton (the "ACR Minimum Rebate Rate"), WB will reduce the HRRR Recyclables Program Fee on a dollar for dollar basis up to a maximum reduction of \$5.00 per Ton, provided, however, that the maximum reduction pursuant to this Section 7.2(e)(i), regardless of the actual Facility ACR, will be \$5.00 per Ton. "Facility ACR" means the weighted average revenues or costs derived from the sale or disposal of all outbound material streams and the percentage that each such outbound material stream occupies of an inbound Ton, calculated and applied quarterly during each Contract Year. Attached hereto as Exhibit A, as an example, is a sample calculation of the Facility ACR.

(b) If at any time during the term of this Agreement the Facility ACR is more than \$140.00 (the "ACR Additional Rebate Rate"), WB will increase the HRRR Recyclables Program Fee by \$0.50 per ton for each dollar that the Facility ACR exceeds \$140.00, provided, however, that the maximum increase pursuant to this Section 7.2(e)(ii) regardless of the actual Facility ACR will be \$15.00 per Ton.

(c) For example: if the Facility ACR is \$59 per Ton, the reduction in the HRRR Recyclables Program Fee would be \$1.00 per Ton, resulting in a payment of \$4.00 per Ton. If, however, the Facility ACR is \$140.00 per Ton, the HRRR Recyclables Program Fee would be \$5.50 per Ton.

APPENDIX D

Form of Municipal Regional Solid Waste and Recyclables Agreement

(Attached)

APPENDIX E

RECYCLABLES TIP FEE

Based on market conditions for Recyclable Materials as of the Contract Date, the Recyclables Tip Fee will be \$25.00 per Ton of Recyclable Material delivered to the Danbury Recycling Facility or the MRF, provided however, that WB shall review market conditions with respect to Recyclable Materials quarterly, beginning no later than during May 2019, and if such market conditions have changed materially from the market conditions existing at the time of the previous review, WB will notify HRRA and all Collectors of WB's decision to modify the Recyclables Tip Fee to reflect such change in the market conditions or to continue the existing Recyclables Tip Fee for the next quarter, which modification(s), if any, shall take effect no sooner than thirty (30) days following such notification with respect to the applicable modification.

The provisions of the preceding sentence shall not apply to the Participating Municipalities Tip Fee, which Participating Municipalities Tip Fee will be \$10.00 per Ton of such Participating Municipalities Recyclable Materials, effective with respect to Participating Municipalities Recyclable Materials delivered to the Danbury Recycling Facility or the MRF beginning on the Effective Date and continuing to the end of the term of this Agreement, as such term may be extended from time to time.

APPENDIX F

Newtown Lease

Attached on following page.

REAL PROPERTY LEASE

This REAL PROPERTY LEASE dated as of _____, 2018 and between the TOWN OF NEWTOWN, a municipality and political subdivision of the State of Connecticut (hereinafter the "Lessor") acting by and through its municipal authority to grant an interest in property, and HOUSATONIC RESOURCES RECOVERY AUTHORITY, a regional resources recovery authority created pursuant to the provisions of Chapter 103b of the Connecticut General Statutes (hereinafter the "Lessee").

W I T N E S S E T H:

WHEREAS, the Lessor owns a certain parcel of real property adjacent to its landfill at 199 South Main Street (which parcel is hereinafter referred to as the "Landfill Site"), and, within said Landfill Site, has designated two parcels of real property containing in the aggregate, approximately 9,565 square feet of area, which parcels are more fully described on Exhibit A attached hereto and made a part hereof (the designated parcels and all improvements thereon, including, without limitation, the Transfer Station thereon are hereinafter referred to as the "Premises"); and

WHEREAS, the Lessor and the Lessee are parties to a certain Municipal Regional Solid Waste and Recycling System Agreement dated as of _____ (the "Municipal System Agreement") pursuant to which the Lessor has agreed, beginning on the Effective Date of a certain Regional Solid Waste and Recycling System Agreement by and between Lessee and WINTERS BROS. TRANSFER STATIONS OF CT, LLC ("WINTERS BROS.") (the "Regional System Agreement"), a copy of which is attached hereto as Exhibit B and made a part hereof), to participate in the HRRRA System, as defined in the Municipal System Agreement, which contemplates the delivery of all HRRRA Acceptable Solid Waste and HRRRA Recyclable Materials (as defined in the Regional System Agreement) to the Lessee, and the Lessee has agreed, beginning on such Effective Date, to cause such HRRRA Acceptable Solid Waste and HRRRA Recyclable Materials to be disposed of in accordance with the provisions of the Municipal System Agreement; and

WHEREAS, the Regional System Agreement, provides among other things, that WINTERS BROS. shall, during the term thereof, operate and maintain a transfer station in the Town of Newtown on a site provided by the Lessee (the "Transfer Station") for the purpose of accepting Acceptable Solid Waste and Recyclable

Materials generated within the boundaries of the Town of Newtown and the Town of Brookfield, and, in the event of an emergency or other temporary unavailability of another transfer station or transfer stations in the System (as defined in the Municipal System Agreement), from other participating municipalities (as defined in the Regional System Agreement) during such emergency or other temporary unavailability; and

WHEREAS, the Lessor desires to lease the Premises to the Lessee and the Lessee desires to lease the Premises from the Lessor for the purpose of providing the Premises to WINTERS BROS. as a site for said Transfer Station.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual considerations, covenants and promises contained herein, the Lessor and Lessee, intending to be legally bound, do hereby agree as follows:

1. Lease of Premises. Upon and subject to the conditions and limitations set forth below, the Lessor leases the Premises to the Lessee, and the Lessee leases the Premises from the Lessor for a term commencing on the Effective Date of the Regional System Agreement and continuing until the later of (a) the expiration or termination of the Municipal System Agreement as contemplated in Section 6.06 thereof, or (b) the expiration or termination of any extension of the Municipal System Agreement as may be agreed by and between the Lessor and the Lessee. The Lessee shall immediately notify the Lessor in writing of the termination of, or of any event that with the giving of notice or lapse of time may result in a termination of the Municipal System Agreement. For the purposes hereof, the Premises shall include (a) the real property described on Exhibit A, (b) any improvements, fixtures equipment and installations located thereon, (c) the right to use all rights of way, licenses, servitudes, easements, existing utility connections, ancillary facilities, rights and appurtenances benefitting such land, including without limitation the right to ingress to and egress from the Premises over existing access roads on the Landfill Site to the north and west of the Premises leading to Ethan Allen Road as described on Exhibit A (provided however, that ingress and egress shall not include access through the Lessor's Public Works Garage on Turkey Hill Road), (d) the exclusive right to use the parking area described on Exhibit A (the "Parking Area") and the non-exclusive right to use and construct connections with the utility lines, pipes, septic tanks, and similar facilities serving the Premises described on Exhibit A, (the Lessor may, without interrupting

Lessee's parking privileges, redesignate another appropriate location adjacent to the Premises reasonably satisfactory to the Lessee as the "Parking Area" upon 65 days prior written notice to the Lessee), (e) the right to have access to, and to conduct testing and take samples from, all groundwater monitoring wells located on the Landfill Site on the date hereof, and (f) the right to install two additional groundwater monitoring wells at such locations on the Landfill Site as the Lessee shall reasonably request and to have access to, and to conduct testing and take samples from, such wells. The Lessor shall provide to the Lessee a key to all wells referred to in the foregoing clause (e) and the Lessee shall provide to the Lessor a key to all wells referred to in the foregoing clause (f), and the Lessor and the Lessee shall provide each other with copies of all data, reports or studies based on testing and sampling from such wells promptly after such data, reports or studies have been received by either of them.

2. Rent. The Lessee shall pay to the Lessor, for the term of the Lease, One Dollar (\$1.00), receipt and the adequacy of which is hereby acknowledged by the Lessor. The Lessor also acknowledges that by its participation in the System, of which the Transfer Station is an integral part, it will be receiving substantial benefits as generally set forth in the Municipal System Agreement.

3. Warrantv of Quiet Enjoyment. The Lessee shall have peaceful and quiet possession of the Premises during the term hereof without hindrance from the Lessor or any party claiming by, through or under the Lessor.

4. Maintenance and Repairs. The Lessor shall be under no obligation pursuant to this Lease to perform any repairs or maintenance work on the Premises and the Transfer Station, provided, however, that the Lessor shall be responsible for all maintenance and repairs, including without limitation snow plowing, of (a) all common ingress and egress areas and access roads from Ethan Allen Road to the Premises and (b) all utility lines and septic tanks serving the Premises. The Lessee may, but shall have no obligation to, perform any obligation of the Lessor should the Lessor fail to do so after receiving notice of such obligation. The Lessor shall reimburse the Lessee for any expenditures reasonably incurred by the Lessee in so doing. Lessee agrees that it shall require WINTERS BROS. to maintain the Transfer Station, including without limitation the Scales and the paved areas located on the Premises, in good repair and

working condition, reasonable wear and tear excepted, throughout the term of this Lease.

5. Use of the Premises for the Operation and Maintenance of Transfer Station. During the term hereof the Lessee shall use the Premises to operate and maintain, or to cause WINTERS BROS. and/or its employees, agents and assigns, to operate and maintain a transfer station, as defined in Section 22a-107(10) of the Connecticut General Statutes, for the purpose of accepting Acceptable Solid Waste and Recyclable Materials generated within the boundaries of the Town of Newtown and the Town of Brookfield, and, in the event of an emergency or other temporary unavailability of another transfer station or transfer stations (which are operating in the System prior to such temporary unavailability), from other Participating Municipalities during such emergency or other temporary unavailability (not to exceed a period of one continuous year with respect to a particular emergency or Transfer Station unavailability), in material compliance with the terms of the Regional System Agreement (which shall not be amended by Lessee in any manner that results in a material change in the operation or maintenance of the Transfer Station without the prior written approval of the Lessor) and all applicable local, state and federal laws and regulations, failure of which, after notice by the Lessor to the Lessee of such failure and a reasonable opportunity for the Lessee to cure, or to cause the cure of, such failure, or ongoing or repeated failures of which, shall be cause for the Lessor to terminate this Real Property Lease. The Lessee shall submit to the Lessor for its prior written approval the design and specifications for the Transfer Station, the approval of which shall not be unreasonably withheld or delayed by the Lessor.

The Lessee, or WINTERS BROS., shall operate the Scales for the purpose of weighing tonnage of Acceptable Solid Waste and Recyclable Materials delivered to the Transfer Station and, for that purpose, may utilize the structure on the Landfill Site, adjacent to the Premises, known as the "Scalehouse", in which the Lessor's landfill personnel previously monitored the landfill Scales. The Lessee shall be entitled to share the office area and the bathroom in the Scalehouse with the Lessor's personnel who shall use the Scalehouse to operate the Lessor's recycling center located adjacent to the Premises on the Landfill Site. Each of the Lessor and the Lessee or WINTERS BROS. shall reasonably cooperate with one another to insure that its activities do not unreasonably interfere with the activities of the other party at the Scalehouse. Each party shall share

equally in the cost of utilities provided to the Scalehouse, including electricity, water, septic, security, and janitorial services and supplies. The Lessee shall separately meter the utilities used in the Transfer Station and shall pay the cost thereof directly to the utility companies supplying such service. The Lessor and the Lessee shall maintain their own separate telephone service at the Scalehouse.

Notwithstanding the provisions of Section 10.2(e) of the Regional System Agreement which contemplates provision for Newtown Citizen Drop-Off service adjacent to the Transfer Station Site, no resident drop-off service of any kind shall be allowed at the Transfer Station on the Premises, it being contemplated that the Lessor shall conduct such services for its residents on such areas of the adjacent Landfill Site as it shall deem appropriate from time to time, using roll-off container(s) supplied by WINTERS BROS.

6. License to WINTERS BROS. and Subcontracting. The Lessor hereby grants to the Lessee the right and authority to assign this Real Property Lease to WINTERS BROS. or grant to WINTERS BROS. the use and possession of the Premises as the Lessee may determine in its discretion in accordance with the terms of the Regional System Agreement, and upon such assignment or grant, WINTERS BROS. shall be entitled to all of the rights and be subject to all of the obligations of the Lessee hereunder, provided however, that (i) WINTERS BROS. must obtain the prior approval of the Lessee, which approval will not be unreasonably withheld, of any subcontractor to which WINTERS BROS. shall subcontract the operation of the Transfer Station and (ii) the Lessor shall have the right to conduct inspections of the Transfer Station at its discretion during regular business hours.

7. Environmental Testing. Lessor and Lessee recognize that the subject property is located on and/or adjacent to a former solid waste disposal area (i.e., landfill). As such, Lessor and Lessee agree that certain adverse environmental conditions may exist at the site as of the effective date of this agreement. It is agreed that the Lessee, his successors or assigns, will employ best management practices and any other practices required for the lawful operation of a Transfer Station to ensure that no additional adverse environmental conditions are caused or created, either on or off of the subject site attributable to the operation of the Transfer Station.

8. Intentionally Omitted.

9. Demolition and Alteration of Improvements. The Lessee may make and may allow WINTERS BROS. to make structural and other changes, additions or alterations to the Premises only upon the prior written consent of Lessor. The Lessor will promptly take any reasonable action requested by Lessee that is necessary or desirable for Lessee or WINTERS BROS. to secure any permit, governmental approval or license necessary to operate, modify, alter, enlarge, reconstruct or make additions to the Transfer Station or to perform the activities described or contemplated under the Regional System Agreement or the Municipal System Agreement. Lessee shall or shall cause WINTERS BROS. to reimburse Lessor for its reasonable expenses incurred in connection with such requested action.

10. Ownership of Improvements. The Lessor shall at all times have and retain title to the Transfer Station and all improvements thereto erected by or on behalf of the Lessee or WINTERS BROS. on the Premises.

11. Cooperation with Lessee. The Lessor shall promptly take any action reasonably requested by the Lessee that is necessary or desirable for the Lessee or WINTERS BROS. to secure any permit, license or governmental approval necessary or desirable to perform the activities or uses described or contemplated by or on behalf of any of them under this Lease, the Regional System Agreement or the Municipal System Agreement, including without limitation (either express or implied) permits, licenses or governmental approvals necessary to equip, operate and maintain the Transfer Station. The Lessor shall also promptly execute confirmations of this Lease, provide information in its control regarding the Transfer Station and take all other similar action requested by the Lessee in connection with Lessee's or WINTERS BROS.'s performance of their obligations under the Regional System Agreement or the Municipal System Agreement.

12. Surrender of Transfer Station. On or before the last day of the term of this Lease, Lessee shall, or shall cause WINTERS BROS. to peaceably and quietly leave, surrender, and yield up to Lessor the Premises, including the Transfer Station and the Scales in good working condition, reasonable wear and tear excepted.

13. Insurance. Lessee, at its expense and at all times during the term of this Real Property Lease, shall maintain or

cause to be maintained by WINTERS BROS. insurance in respect of the Premises and the Transfer Station as the Lessee or WINTERS BROS. deems commercially prudent in light of the activities being conducted by the Lessee or by WINTERS BROS. at the Transfer Station to the extent available on commercially reasonable terms, provided however that such coverage shall include coverage and limits not less than as follows:

(a) Workers Compensation Insurance in compliance with the statutes of the State of Connecticut which has jurisdiction over employees engaged in the performance of services at the Transfer Station, and employer's liability with a limit of Five Hundred Thousand Dollars (\$500,000.00) and waiver of subrogation to the Town of Newtown;

(b) Comprehensive General Liability Insurance with a minimum combined single limit of Two Million Dollars (\$2,000,000.00) including the broad form property damage endorsement;

(c) Automobile Liability Insurance (owned, non-owned or hired units) minimum combined coverage limit of One Million Dollars (\$1,000,000.00)

(d) Umbrella Liability not less than Five Million Dollars (\$5,000,000.00).

Lessee will cause WINTERS BROS. to furnish the Lessor with Certificates of Insurance as evidence that policies providing the required coverages and limits are in full force and effect. Such policies shall name Lessee and Lessor as additional insureds and shall provide that no less than thirty (30) days advance notice of cancellation, termination or alteration shall be sent directly to WINTERS BROS., Lessee and the Lessor.

Lessor, at its expense and at all times during the term of this Real Property Lease, shall maintain insurance in respect of the Landfill Site, including, without limitation, the Scalehouse, as the Lessor deems commercially prudent as contemplated above, provided that such coverage shall include coverage and limits not less than as set forth in (a), (c) and (d) above and not less than One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) in the aggregate for Comprehensive General Liability Insurance, including broad form property damage endorsement. Certificate and cancellation provisions with respect to such insurance

maintained by the Lessor shall be as set forth above for the Lessee and WINTERS BROS.

14. Waiver of Subrogation. The Lessor hereby waives its right of subrogation and any and every claim for recovery from the Lessee for any and all loss or damage to the Lessor resulting from this Lease and the occupancy of all or any portion of the Premises by the Lessee which loss or damage is covered by insurance maintained by the Lessee or by WINTERS BROS. pursuant to Section 13 to the extent that such loss or damage is recoverable under such policies of insurance.

15. Assignment and Underletting. Except as set forth in Section 6 hereof, Lessee shall not sublet or assign all or part of this Lease without the consent of Lessor.

16. Other Provisions.

Notices. All notices, requests, demands, approvals, terminations, notice of default, or other communications required or permitted hereunder ("notices") shall be in writing and shall be sent by telecopier, cabled or delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid or by Federal Express or similar overnight delivery service that provides confirmation of receipt, to the Lessor or the Lessee at their respective addresses as set forth below:

If to the Lessor:

TOWN OF NEWTOWN
MUNCICPAL CENTER
3 PRIMROSE STREET
NEWTOWN, CONNECTICUT 06470
Attention: First Selectman

If to the Lessee:

HOUSATONIC RESOURCES RECOVERY AUTHORITY
OLD TOWN HALL
162 Whisconier Road
BROOKFIELD, CONNECTICUT 06804

Attention: Executive Director

with a copy to:

WINTERS BROS. TRANSFER STATION OF CT, LLC
307 WHITE STREET
DANBURY, CT 06810
Attention: John Decker

Any party may, by notice, change its address for all subsequent notices. Notices shall be deemed to have been given when delivered or when delivery is refused. Notices provided by telecopier shall also be sent by registered mail, Federal Express or similar overnight delivery service on the date that the telecopier notice is sent. Attorneys for a party may provide notice on behalf of the party.

16.1. Recording. Upon the request of either party, a Notice of Lease prepared, executed, attested and acknowledged as contemplated in Conn. Gen. Stat. §47-19 shall be recorded in the Land Records of the Town of Newtown, Connecticut. The party that requested recordation shall pay all costs, expenses, charges, and taxes paid to any third party in connection with the recordation of such memorandum of this Lease except attorneys' fees.

16.2. Indemnification.

(a) The Lessor hereby releases the Lessee and WINTERS BROS. and their officials, members, officers, agents and employees (collectively, the "Lessee Indemnified Parties") from, agrees that the Lessee Indemnified Parties shall not be liable for, and agrees to defend, indemnify and hold the Lessee Indemnified Parties harmless from and against any and all (i) liability to third parties for loss or damage to property or injury to or death of any and all persons that may be occasioned by, directly or indirectly, the negligence or willful misconduct of the Lessor (except that Environmental Liability as herein defined shall be based upon a strict liability standard pursuant to paragraph (d)), or (ii) liability arising from the Lessor's performance of its obligations hereunder, and all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing; provided that any such losses, damages, liabilities or expenses of any of the Lessee Indemnified Parties are not incurred by reason of or do not result from the gross negligence or willful misconduct of such Lessee Indemnified Party.

(b) The Lessee hereby releases the Lessor and its officials, officers, agents and employees (collectively, the

"Lessor Indemnified Parties") from, agrees that the Lessor Indemnified Parties shall not be liable for, and agrees to defend, indemnify and hold the Lessor Indemnified Parties harmless from and against any and all (i) liability to third parties for loss or damage to property or injury to or death of any and all persons that may be occasioned by, directly or indirectly, the negligence or willful misconduct of the Lessee (except that Environmental Liability as herein defined shall be based upon a strict liability standard pursuant to paragraph (d)), or (ii) liability arising from the Lessee's performance of its obligations hereunder, and all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing; provided that any such losses, damages, liabilities or expenses of any of the Lessor Indemnified Parties are not incurred by reason of or do not result from the gross negligence or willful misconduct of such Lessor Indemnified Party.

(c) The obligations of the Lessee and Lessor pursuant to this section shall remain in full force and effect after the termination of this Lease until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by any of the Lessee Indemnified Parties or Lessor Indemnified Parties relating to the enforcement of the provisions herein specified.

(d) As used in paragraphs (a) and (b), "loss or damage to property" includes liability or potential liability arising as a result of the application of any law, rule, regulation, interpretation or order of any federal, state or local agency related to the protection of the environment (air, water, land) and suits by third parties seeking contribution, protection and/or to enforce any law, rule, regulation, interpretation or order of any federal, state or local agency related to the protection of the environment (air, water, land) ("Environmental Liability"). The limitation of time for commencing legal action set forth in paragraph (c) shall not apply to Environmental Liability. Indemnification for Environmental Liability will be made on the same terms and conditions as set forth in Section 16.2(a) and (b) except that indemnification for Environmental Liability, (1) will be available on a strict liability basis and regardless of negligence (or lack of same) on the part of the person for whom the indemnity is sought or any third party; (2) will be

available to Lessee and WINTERS BROS. for any release or threat of release of oil, petroleum products, Hazardous Waste or Biomedical Waste present at the Premises on or before the term of this Lease or for any release or threat of release of oil, petroleum products, Hazardous Waste or Biomedical Waste caused by the Lessor as a result of the Newtown Citizen Drop-Off Service or its joint use of the Scalehouse, and for any Environmental Liability occurring as a result of contamination of the Premises arising as a result of an occurrence of an off-site release or discharge of oil, petroleum products, Hazardous Waste or Biomedical Waste, regardless of when the release occurred; (3) will be available to Lessor for any release or threat of release of oil, petroleum products, Hazardous Waste or Biomedical Waste from the Premises deposited at the Transfer Station after the commencement of the term of this Lease caused by Lessee, the Collectors (as defined in the Municipal System Agreement) (other than Collectors operating on behalf of the Lessor or the Lessor, if it is a Collector) or WINTERS BROS. or its agents and employees; and (4) shall include consequential damages and lost profits awarded to third parties against the indemnified party, but shall not include consequential damages or lost profits of the indemnified party (other than the consequential damages specifically described in this paragraph).

(e) There shall be no indemnification available for attorneys' fees pursuant to paragraph (a) or (b) for Environmental Liability unless the party seeking indemnification provides the party against whom indemnification is being sought prompt notice of the commencement of any civil, criminal or administrative proceeding relating to such an actual or threatened release and an opportunity to participate in the defense of such proceeding.

(f) Disagreements between Lessee and Lessor concerning the applicability and interpretation of this section shall be resolved pursuant to arbitration as provided for in section 16.

(g) Prior to assigning this Lease to WINTERS BROS., or granting WINTERS BROS. the right to use and occupy the Premises, Lessee shall obtain a release and indemnification from WINTERS BROS. in favor of Lessor and Lessee in the same form and subject to the same terms as the indemnification granted by Lessee to Lessor in this Section 16.2.

16.3. No Waiver. No failure by Lessor or Lessee to insist upon the performance of any covenant, agreement, provision, or

condition of this Lease or to exercise any right or remedy upon a default hereunder shall constitute a waiver of any such default or of such covenant, agreement, provision or condition. No waiver of any default shall affect or alter this Lease, but each and every covenant, agreement, provision and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default hereunder.

16.4. Construction of Language of Lease.

(a) This Lease shall be construed and enforced in accordance with the laws of Connecticut. All provisions of this Lease shall be construed to be "conditions" and "covenants" as though language specifically expressing or imposing covenants and conditions were used in each separate provision of this Lease.

(b) The parties hereto covenant and agree that all of the conditions, covenants, agreements, rights, privileges, obligations, duties, specifications and recitals contained in this Lease shall be construed as covenants running with the land, and as extending to, inuring to the benefit of, and being binding upon the Lessor and Lessee and their successors, licensees, and assigns, to the same extent as if the said successors, licensees, and assigns were named herein as original parties to this Lease all to the end that this Lease shall always bind the owner and holder of any interest whatsoever in or to the Premises.

(c) Words of any gender used in this Lease shall be held to include any other gender. Words in the singular number shall be held to include the plural, and words in the plural shall be held to include the singular. Capitalized terms used herein and not specifically defined shall have the meaning ascribed to them in the Regional System Agreement and the Municipal System Agreement.

16.5. Amendment; Entire Agreement. This Lease cannot be terminated, changed, modified, amended or waived except by a written instrument signed by the party against whom enforcement of the termination, change, modification, amendment or waiver is sought. This Lease contains the entire agreement between the parties concerning the lease of the Premises by the Lessor to the Lessee and is intended by the parties to be an integration of all lease agreements between them concerning the Premises and the Transfer Station.

16.6. Partial Invalidity. If any term, covenant, condition or provision of this Lease (other than the warranty of quiet enjoyment) or the application thereof to any person or circumstance is determined, at any time or to any extent, to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law, provided that the Lessee and Lessor shall thereupon negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Lease as shall, to the maximum extent practicable in light of such termination, implement and give effect to the intentions of the parties as reflected herein and to place the parties in substantially the same position the parties would be in if such provision were then valid and enforceable.

16.7. Representations of Lessor. The Lessor hereby makes the following representations and warranties to and for the benefit of the Lessee:

(a) The Lessor has full legal rights, power and authority to enter into and perform its obligations under this Lease.

(b) The Lessor has duly authorized the execution and delivery of this Lease and this Lease has been duly executed and delivered by the Lessor and constitutes a legal, valid and binding obligation of the Lessor, enforceable against the Lessor in accordance with its terms.

(c) Neither the execution or delivery by the Lessor of this Lease, nor the performance by the Lessor of its obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Lessor of the terms or conditions of this Lease (i) conflicts with, violates or results in a breach of any applicable law, or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Lessor is a party or by which the Lessor or any of its properties or assets are bound or constitutes a default thereunder or (iii) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever.

(d) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Lessor's knowledge, threatened against the Lessor, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Lessor of its obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the development, construction or operation of the Transfer Station, or the validity or enforceability of this Lease.

(e) Lessor has not filed nor has it been required to file any reports of oil, petroleum products, Hazardous Waste or Biomedical Waste found or disposed in, on or under the Transfer Station with any federal, state or local agency. Lessor knows of no oil, petroleum products, Hazardous Waste or Biomedical Waste on the Premises and has no reason to believe that any oil, petroleum products, Hazardous Waste or Biomedical Waste is located on the Premises. The Premises are not an "establishment" as defined in Conn. Gen. Stat. §22a-134, nor are any underground storage or treatment tanks located on the Premises. True and complete copies of all environmental reports, assessments, studies or analyses concerning the Premises of which Lessor is aware have previously been delivered to Lessee and are identified on Exhibit C. To its knowledge, the Lessor has not been identified by the Connecticut Department of Energy and Environmental Protection or the United States Environmental Protection Agency or any other regulatory agency as a potentially responsible party with respect to any contaminated site.

(f) Under all applicable zoning, subdivision or planning laws, rules, regulations and pronouncements the Premises are zoned R-1. Under such applicable zoning, subdivision or planning laws, the uses of the Premises as a Transfer Station by the Lessee which are described or contemplated (both expressly and impliedly) herein are a valid and authorized use of the Premises and will not require any study, report, contribution, application to or approval, waiver, permit or license from any local, state or federal agency which has not already been obtained and in full force and effect as to any zoning or land use matter including, without limitation, boundaries, lot size, location, project height, parking and access. There is no action pending or threatened which would in any way impair the Lessee's use of the Premises as a Transfer Station as described or contemplated (both expressly and

impliedly) herein under existing zoning laws, rules, regulations and pronouncements.

(g) The Lessor is the fee owner of the Premises subject to no liens, mortgages, easements, rights-of-way or other encumbrances except as appear of record.

(h) The Lessor has not received any notices, letters, citations, warnings or complaints from any agency, political subdivision, private citizen or citizens' group relating to matters described or discussed in paragraphs (c) through (f) above.

The Lessor shall indemnify and hold the Lessee Indemnified Parties harmless from and against any and all liability, loss, cost, damage, injury, death, causes of action, attorneys' fees and any other expense incurred as a result of any of the foregoing representations being false or untrue.

16.8. Non-Merger. There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the property by reason of the fact that this Lease, the leasehold estate created by this Lease, or any interest in this Lease or in any such leasehold estate, may be held, directly or indirectly, by or for the account of any person who shall own the fee estate in the property or any interest in such fee estate, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons having an interest in this Lease, or in the leasehold estate created by this Lease, shall join in a written instrument effecting such merger and shall duly record the same.

16.9. Arbitration. All claims, disputes and other matters in question between the Lessor and the Lessee shall be decided:

(a) by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The Agreement to arbitrate contained in this Section 16(a) shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon in accordance with applicable law in any court having jurisdiction thereof.

(b) Nothing contained in this Section 16 shall preclude, or be deemed construed or interpreted to preclude any party from seeking equitable relief against any other property except that no party shall be entitled to seek a stay of any arbitration proceeding brought hereunder.

17. Cooperation with Lessor on MSW Transfers. The Lessee shall make every effort to restrict all transfer trailers by Winters Brothers or others carrying MSW from using Main Street and Mount Pleasant Road in Newtown. All trailer loads shall enter or exit Interstate 84 at exits 8 and 11, unless diverted by emergency conditions.

IN WITNESS WHEREOF, as of the day and year first above written, Lessor and Lessee have duly executed this Transfer Station Lease.

WITNESSES:

[Signature]
Peter Weimann
[Signature]
Aileen Barreto

LESSOR:
TOWN OF NEWTOWN

By: [Signature]
Daniel Rosenthal
First Selectman

WITNESSES:

[Signature]
Heaton Jones
[Signature]
Tiffany Carlson

LESSEE:
HOUSATONIC RESOURCES RECOVERY
AUTHORITY

By: [Signature]
Rudy Marconi
Its Chairman

STATE OF CONNECTICUT

ss: Newtown

COUNTY OF FAIRFIELD

th
2018 2017, Before me, the undersigned, on this 17 day of Jan., personally appeared Daniel C. Rosenthal, known to me to be the First Selectman of the Town of Newtown, a municipality and political subdivision of the State of Connecticut, and the signer and sealer of the foregoing instrument, who acknowledged the execution of the same to be his/her free act and deed individually, and the free act and deed of said Town of Newtown.

[Signature]
Notary Public
Commissioner of the Superior Court
[Notary Seal]



MONICA E. DUHANCIK
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2019

STATE OF CONNECTICUT

ss: Ridgefield

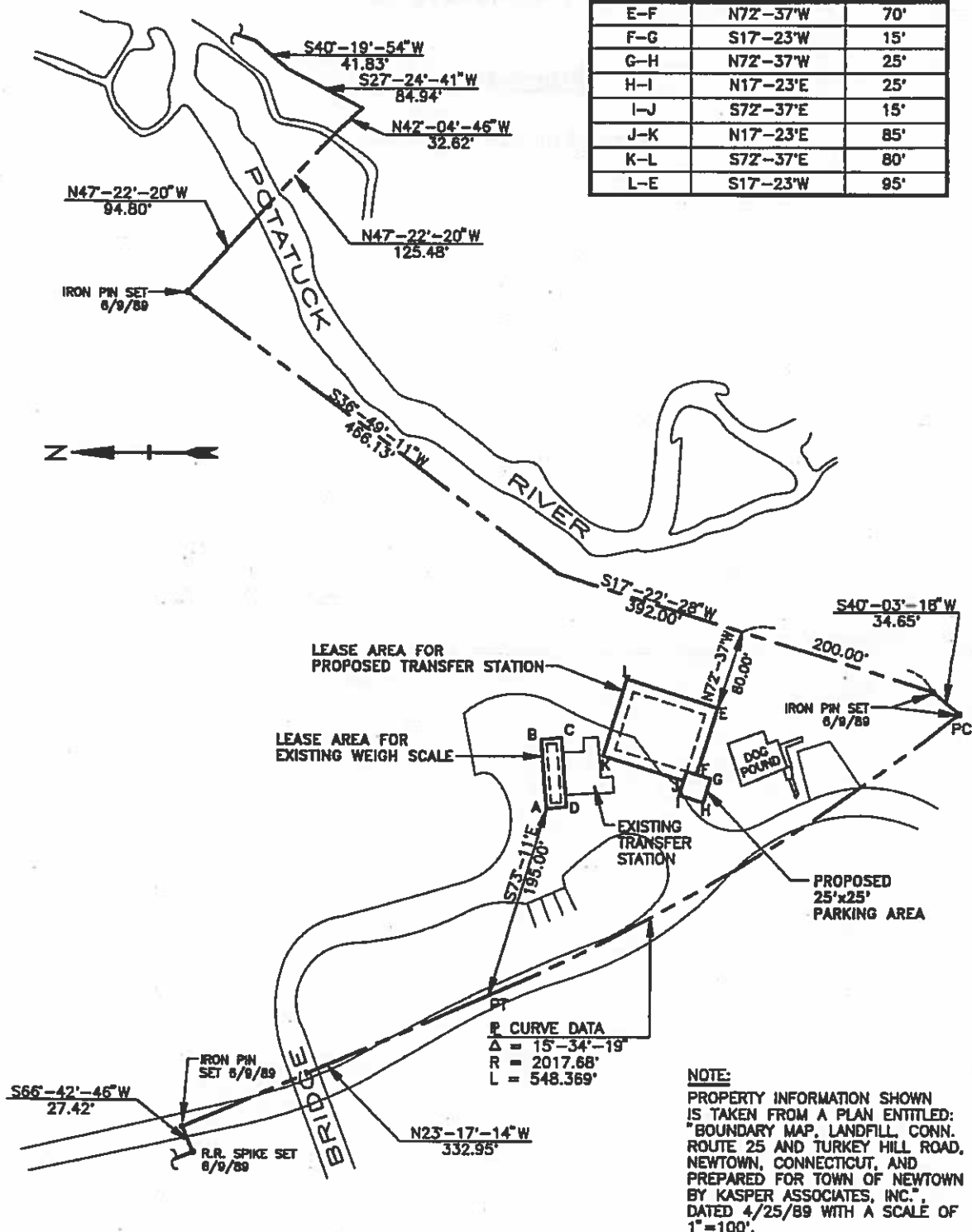
COUNTY OF FAIRFIELD

Before me, the undersigned, on this 30TH day of January 2018, personally appeared Rudy Marconi, known to me to be the Chairman of Housatonic Resources Recovery Authority, a regional resources recovery authority created and existing under the provisions of Chapter 103b of the Connecticut General Statutes, and the signer and sealer of the foregoing instrument, who acknowledged the execution of the same to be his free act and deed individually, and the free act and deed of said Housatonic Resources Recovery Authority.



Notary Public
Commissioner of the Superior Court
[Notary Seal]

ELIZABETH M. BURANDT
NOTARY PUBLIC
State of Connecticut
My Commission Expires
July 31, 2021

LEASE BOUNDARY LINE FOR PROPOSED TRANSFER STATION & PARKING AREA		
E-F	N72°-37'W	70'
F-G	S17°-23'W	15'
G-H	N72°-37'W	25'
H-I	N17°-23'E	25'
I-J	S72°-37'E	15'
J-K	N17°-23'E	85'
K-L	S72°-37'E	80'
L-E	S17°-23'W	95'



LEASE BOUNDARY LINE FOR WEIGH SCALE		
A-B	N85°-23'E	70'
B-C	S04°-37'E	20'
C-D	S85°-23'W	70'
D-A	N04°-37'W	20'

LEASE BOUNDARY PLAN	
TRANSFER STATION OPERATION BOARD OF SELECTMEN NEWTOWN, CT.	
TIGHE & BOND INC. CONSULTING ENGINEERS WESTFIELD, MASS.	
SCALE 1" = 100'	DATE: NOVEMBER, 1983

NOTE:
PROPERTY INFORMATION SHOWN IS TAKEN FROM A PLAN ENTITLED: "BOUNDARY MAP, LANDFILL, CONN. ROUTE 25 AND TURKEY HILL ROAD, NEWTOWN, CONNECTICUT, AND PREPARED FOR TOWN OF NEWTOWN BY KASPER ASSOCIATES, INC., DATED 4/25/89 WITH A SCALE OF 1"=100'.

APPENDIX G

Ridgefield Lease

Attached on following page.

APPENDIX G

TRANSFER STATION LEASE

This TRANSFER STATION LEASE, dated as of MAY 31, 2018, by and between the TOWN OF RIDGEFIELD, a municipality and political subdivision of the State of Connecticut (hereinafter the "Lessor") acting by and through its municipal authority to grant an interest in property, and HOUSATONIC RESOURCES RECOVERY AUTHORITY, a regional resources recovery authority created pursuant to the provisions of Chapter 103b of the Connecticut General Statutes (hereinafter the "Lessee").

WITNESSETH:

WHEREAS, the Lessor currently owns a municipal solid waste transfer station, within the meaning of Section 22a-207(10) of the Connecticut General Statutes, on property located at 55 South Street, Ridgefield, Connecticut, which is more fully described on Exhibit A attached hereto and made a part hereof (the transfer station, which is also more fully described in Section of this Lease Agreement, and the premises on which it is located, hereinafter collectively referred to as the "Transfer Station"; and

WHEREAS, the Transfer Station is currently operated by Wheelabrator Environmental Systems, Inc, as licensee of Lessee, in accordance with a permit issued by the Connecticut Commissioner of Environmental Protection as required by the provisions of Section 22a-208 of the Connecticut General Statutes; and

WHEREAS, the Lessor and the Lessee are parties to a certain Municipal Regional Solid Waste and Recycling System Agreement dated as of _____ (the "Municipal System Agreement") pursuant to which the Lessor has agreed, beginning on the Effective Date of a certain Regional Solid Waste and Recycling System Agreement by and between Lessee and WINTERS BROS. TRANSFER STATIONS OF CT, LLC ("WINTERS BROS.")(the "Regional System Agreement"), a copy of which is attached hereto as Exhibit B and made a part hereof, to participate in the HRRR System, as defined in the Municipal System Agreement, which contemplates the delivery of all HRRR Acceptable Solid Waste and HRRR Recyclable Materials (as defined in the Regional System Agreement) to the Lessee, and the Lessee has agreed, beginning on such Effective Date, to cause such HRRR Acceptable Solid Waste and HRRR Recyclable Materials to be disposed of in accordance with the provisions of the Municipal System Agreement; and

WHEREAS, the Regional System Agreement, provides among other things, that WINTERS BROS. shall, during the term thereof, operate and maintain a transfer station in the Town of Ridgefield on a site provided by the Lessee (the "Transfer Station") for the purpose of accepting Acceptable Solid Waste and Recyclable Materials generated within the boundaries of the Lessor, and, in the event of an emergency or other temporary unavailability of another transfer station or transfer stations in the System (as defined in the Municipal System Agreement), from other participating municipalities (as defined in the Regional System Agreement) during such emergency or other temporary unavailability; and

APPENDIX G

WHEREAS, the Lessor desires (1) to provide for a third party to operate and maintain the Transfer Station and (2) to make the Transfer Station available to the Lessee for use in the System, and the Lessee desires to acquire from the Lessor the right to transfer to WINTERS, subject to the provisions hereinafter set forth, the right to occupy, operate and control the Transfer Station as part of the System.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual considerations, covenants and promises contained herein, the Lessor and Lessee, intending to be legally bound, do hereby agree as follows:

1. Lease of Premises. Upon and subject to the conditions and limitations set forth below, the Lessor leases the Transfer Station to the Lessee, and the Lessee leases the Transfer Station from the Lessor for a term commencing on the Effective Date of the Regional System Agreement until the later of (a) the expiration or termination of the Municipal System Agreement as contemplated in Section 6.06 thereof, or (b) the expiration or termination of any extension of the Municipal System Agreement as may be agreed by and between the Lessor and the Lessee. For the purposes hereof, the Transfer Station shall include, the real property described on Exhibit A, the improvements, fixtures, equipment and installations located thereon and the right to use all rights-of-way, licenses, servitudes, easements, ancillary facilities, rights and appurtenances benefitting such land.

2. Rent. The Lessee shall pay to Lessor, for the term of the Lease, One Dollar (\$1.00), receipt and the adequacy of which is hereby acknowledged by the Lessor. The Lessor also acknowledges that by its participation in the System, of which this Transfer Station Lease is an integral part, it will be receiving substantial benefits as generally set forth in the Municipal System Agreement.

3. Warranty of Quiet Enjoyment. The Lessee shall have peaceful and quiet possession of the Transfer Station during the term hereof without hindrance from the Lessor or any party claiming by, through or under the Lessor.

4. Maintenance and Repairs. The Lessor shall be under no obligation pursuant to this Transfer Station Lease to perform any repairs or maintenance work on the Transfer Station. Lessee agrees that it shall require WINTERS to maintain the Transfer Station in good repair and working condition throughout the term of this Lease.

5. Use of the Transfer Station. During the term hereof the Lessee shall use the Transfer Station, and shall cause the Transfer Station to be used by WINTERS, as a transfer station, as defined in Section 22a-107(10) of the Connecticut General Statutes, for the purpose of accepting Acceptable Solid Waste and Recyclable Materials generated within the boundaries of the Lessor, and, in the event of an emergency or other temporary unavailability of another transfer station or transfer stations in the System, from other Participating Municipalities during such emergency or other temporary unavailability, in material compliance with the terms of the Regional Solid Waste and Recycling System Agreement (which shall not be amended by Lessee

APPENDIX G

in any manner that results in a material change in the operation of the Transfer Station without the prior written approval of the Lessor) and all applicable local, state and federal laws and regulations, failure of which, after notice by the Lessor to the Lessee of such failure and a reasonable opportunity for the Lessee to cure, or to cause the cure of, such failure, or ongoing or repeated failures of which, shall be cause for the Lessor to terminate this Transfer Station Lease. Without limiting the generality of the foregoing, Lessee shall maintain compliance with all applicable permits at all times and with the intent to cooperate with the Lessor's recycling program adopted in accordance with applicable law.

6. License to WINTERS and Subcontracting. The Lessor hereby grants to the Lessee the right and authority to grant to WINTERS the use and possession of the Transfer Station in accordance with, the terms of the Regional Solid Waste and Recycling System Agreement, as amended, provided, however, that (i) WINTERS must obtain the prior approval of the Lessee of any subcontractor to which WINTERS shall subcontract the operation of the Transfer Station and (ii) the Lessor shall have the right to conduct inspections of the Transfer Station at its discretion.

7. Environmental Testing. Lessor and Lessee recognize that the subject property is located on and/or adjacent to a former solid waste disposal area (i.e., landfill). As such, Lessor and Lessee agree that certain adverse environmental conditions may exist at the site as of the effective date of this agreement. It is agreed that the Lessee, his successors or assigns, will employ best management practices and any other practices required for the lawful operation of a Transfer Station to ensure that no additional adverse environmental conditions are caused or created, either on or off of the subject site attributable to the operation of the Transfer Station.

8. Intentionally Omitted.

9. Demolition and Alteration of Improvements. The Lessee may make and may allow WINTERS to make structural and other changes, additions or alterations to the Transfer Station without the consent of Lessor and such actions shall be permitted and shall not constitute waste or otherwise violate this Transfer Station Lease. The Lessor will promptly take any reasonable action requested by Lessee that is necessary or desirable for Lessee or WINTERS to secure any permit, governmental approval or license necessary to operate, modify, alter, enlarge, reconstruct or make additions to the Transfer Station or to perform the activities described or contemplated under the Regional System Agreement, as amended, or the Municipal System Agreement. Lessee shall or shall cause WINTERS to reimburse Lessor for its reasonable expenses incurred in connection with such requested action.

10. Ownership of Improvements. The Lessor shall at all times have and retain title to the Transfer Station and all improvements thereto erected by or on behalf of the Lessee at the Transfer Station.

11. Cooperation with Lessee. The Lessor shall promptly take any action reasonably requested by the Lessee that is necessary or desirable for the Lessee or WINTERS to secure any permit, license or governmental approval necessary or desirable to perform the activities or uses

APPENDIX G

described or contemplated by or on behalf of any of them under this Transfer Station Lease, the Regional System Agreement or the Municipal System Agreement, including without limitation (either express or implied) permits, licenses or governmental approvals necessary to design, construct, equip, operate and maintain the Transfer Station. The Lessor shall also promptly execute confirmations of this Transfer Station Lease, provide information in its control regarding the Transfer Station and take all other similar action requested by the Lessee in connection with Lessee's or WINTERS' performance of their obligations under the Regional System Agreement or the Municipal System Agreement.

12. Surrender of Transfer Station. On or before the last day of the term of this Transfer Station Lease, Lessee shall peaceably and quietly leave, surrender, and yield up to Lessor the Transfer Station in good working condition, reasonable wear and tear excepted.

13. Insurance. Lessee, at its expense and at all times during the term of this Transfer Station Lease, shall maintain or cause to be maintained by WINTERS insurance in respect of the Transfer Station as the Lessee or WINTERS deems commercially prudent in light of the activities being conducted by the Lessee or by WINTERS at the Transfer Station to the extent available on commercially reasonable terms, provided however that such coverage shall include coverage and limits not less than as follows:

(a) Workers Compensation Insurance in compliance with the statutes of the State of Connecticut which has jurisdiction over employees engaged in the performance of services at the Transfer Station, and employer's liability with a limit of Five Hundred Thousand Dollars (\$500,000.00) and waiver subrogation to the Town of Ridgefield;

(b) Comprehensive General Liability Insurance with a minimum combined single limit of Two Million Dollars (\$2,000,000.00) including the broad form property damage endorsement;

(c) Automobile Liability Insurance (owned, non-owned or hired units) minimum combined coverage limit of One Million Dollars (\$1,000,000.00);

(d) Umbrella Liability not less than Five Million Dollars (\$5,000,000.00). Lessee will cause WINTERS to furnish the Lessor with Certificates of Insurance as evidence that policies providing the required coverages and limits are in full force and effect. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination or alteration shall be sent directly to WINTERS, Lessee and the Lessor.

14. Waiver of Subrogation. The Lessor hereby waives its right of subrogation and any and every claim for recovery from the Lessee for any and all loss or damage to the Lessor resulting from this Transfer Station Lease and the occupancy of all or any portion of the Transfer Station by the Lessee which loss or damage is covered by insurance maintained by the Lessee or by WINTERS pursuant to Section 13 to the extent that such loss or damage is recoverable under

APPENDIX G

such policies of insurance. Subject to the foregoing, Lessee will cause WINTERS to indemnify and hold Lessor harmless from and against any liability, loss or damages caused by WINTERS.

15. Assignment and Underletting. Except as set forth in Section 6 hereof, Lessee shall not sublet or assign all or part of this Transfer Station Lease without the consent of Lessor.

16. Arbitration. All claims, disputes and other matters in question between the Lessor and the Lessee shall be decided:

(a) by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The Agreement to arbitrate contained in this Section 16(a) shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon in accordance with applicable law in any court having jurisdiction thereof.

(b) Nothing contained in this Section 16 shall preclude, or be deemed construed or interpreted to preclude any party from seeking equitable relief against any other property except that no party shall be entitled to seek a stay of any arbitration proceeding brought hereunder.

17. Other Provisions.

17.1. Notices. All notices, requests, demands, approvals, terminations, option to increase the size of the Facility Site, Notice of Default, or other communications required or permitted hereunder ("notices") shall be in writing and shall be sent by telecopier, cabled or delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid or by Federal Express or similar overnight delivery service that provides confirmation of receipt, to the Lessor or the Lessee at their respective addresses as set forth below:

If to the Lessor:

TOWN OF RIDGEFIELD
TOWN HALL
400 MAIN STREET
RIDGEFIELD, CONNECTICUT 06877
Attention: First Selectman

If to the Lessee:

HOUSATONIC RESOURCES RECOVERY AUTHORITY
OLD TOWN HALL
162 WHISCONIER ROAD
BROOKFIELD, CONNECTICUT 06804
Attention: Executive Director

With a copy to:

WINTERS BROS. TRANSFER STATION OF CT, LLC
307 WHITE STREET

APPENDIX G

DANBURY, CT 06810
Attention: John Decker

Any party may, by notice, change its address for all subsequent notices. Notices shall be deemed to have been given when delivered or when delivery is refused. Notices provided by telecopier shall also be sent by registered mail, Federal Express or similar overnight delivery service on the date that the telecopier notice is sent. Attorneys for a party may provide notice on behalf of the party.

17.2. Recording. Upon the request of either party, a Notice of Transfer Station Lease prepared, executed, attested and acknowledged as contemplated in Conn. Gen. Stat. §47-19 shall be recorded in the Land Records of the Town of Ridgefield, Connecticut. The party that requested recordation shall pay all costs, expenses, charges, and taxes paid to any third party in connection with the recordation of such memorandum of this Transfer Station Lease except attorneys' fees.

17.3. Indemnification.

(a) The Lessor hereby releases the Lessee and its officials, members, officers, agents and employees (collectively, the "Lessee Indemnified Parties") from, agrees that the Lessee Indemnified Parties shall not be liable for, and agrees to defend, indemnify and hold the Lessee Indemnified Parties harmless from and against any and all (i) liability to third parties for loss or damage to property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, the gross negligence or willful misconduct of the Lessor (except that Environmental Liability shall be based upon a strict liability standard pursuant to paragraph (d)), or (ii) liability arising from the Lessee's performance of its obligations hereunder, and all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing; provided that any such losses, damages, liabilities or expenses of any of the Lessee Indemnified Parties are not incurred by reason of or do not result from the gross negligence or willful misconduct of such Lessee Indemnified Party.

(b) The Lessee hereby releases the Lessor and its officials, officers, agents and employees (collectively, the "Lessor Indemnified Parties") from, agrees that the Lessor Indemnified Parties shall not be liable for, and agrees to defend, indemnify and hold the Lessor Indemnified Parties harmless from and against any and all (i) liability to third parties for loss or damage to property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, the gross negligence or willful misconduct of the Lessee (except that Environmental Liability shall be based upon a strict liability standard pursuant to paragraph (d)), or (ii) liability arising from the Lessee's performance of its obligations hereunder, and all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing; provided that any such losses, damages, liabilities or expenses of any of the Lessor Indemnified Parties are not incurred by reason of or do not result from the negligence or willful misconduct of such Lessor Indemnified Party.

APPENDIX G

(c) The obligations of the Lessee and Lessor pursuant to this section shall remain in full force and effect after the termination of this Transfer Station Lease until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by any of the Lessee Indemnified Parties or Lessor Indemnified Parties relating to the enforcement of the provisions herein specified.

(d) As used in paragraphs (a) and (b), "loss or damage to property" includes Environmental Liability. The limitation of time for commencing legal action set forth in paragraph (c) shall not apply to Environmental Liability. In addition, indemnification for Environmental Liability, (1) will be available on a strict liability basis and regardless of negligence (or lack of same) on the part of the person from whom the indemnity is sought or any third party; (2) will be available to Lessee for any release or threat of release of oil, petroleum products, Hazardous Waste or Biomedical Waste present at the Transfer Station on or before the term of this Transfer Station Lease; (3) will be available to Lessor for any release or threat of release of oil, petroleum products, Hazardous Waste or Biomedical Waste from the Transfer Station deposited at the Transfer Station after the commencement of the term of this Transfer Station Lease by any person other than Lessor, its agents and employees; and (4) shall include consequential damages and lost profits awarded to third parties against the indemnified party, but shall not include consequential damages or lost profits of the indemnified party (other than the consequential damages specifically described in this paragraph).

(e) There shall be no indemnification available for attorneys' fees pursuant to paragraph (a) or (b) for Environmental Liability unless the party seeking indemnification provides the party against whom indemnification is being sought prompt notice of the commencement of any civil, criminal or administrative proceeding relating to such an actual or threatened release and an opportunity to participate in the defense of such proceeding.

(f) Disagreements between Lessee and Lessor concerning the applicability and interpretation of this section shall be resolved pursuant to arbitration as provided for in section 16.

17.4. No Waiver. No failure by Lessor or Lessee to insist upon the performance of any covenant, agreement, provision, or condition of this Transfer Station Lease or to exercise any right or remedy upon a default hereunder shall constitute a waiver of any such default or of such covenant, agreement, provision or condition. No waiver of any default shall affect or alter this Transfer Station Lease, but each and every covenant, agreement, provision and condition of this Transfer Station Lease shall continue in full force and effect with respect to any other then existing or subsequent default hereunder.

17.5. Construction of Language of Lease.

(a) This Transfer Station Lease shall be construed and enforced in accordance with the laws of Connecticut. All provisions of this Transfer Station Lease shall be construed to be

APPENDIX G

"conditions" and "covenants" as though language specifically expressing or imposing covenants and conditions were used in each separate provision of this Transfer Station Lease.

(b) The parties hereto covenant and agree that all of the conditions, covenants, agreements, rights, privileges, obligations, duties, specifications and recitals contained in this Transfer Station Lease shall be construed as covenants running with the land, and as extending to, inuring to the benefit of, and being binding upon the Lessor and Lessee and their successors, licensees, and assigns, to the same extent as if the said successors, licensees, and assigns were named herein as original parties to this Transfer Station Lease all to the end that this Transfer Station Lease shall always bind the owner and holder of any interest whatsoever in or to the Transfer Station.

(c) Words of any gender used in this Transfer Station Lease shall be held to include any other gender. Words in the singular number shall be held to include the plural, and words in the plural shall be held to include the singular. Capitalized terms used herein and not specifically defined shall have the meaning ascribed to them in the Regional System Agreement and the Municipal System Agreement

17.6. Amendment: Entire Agreement. This Transfer Station Lease cannot be terminated, changed, modified, amended or waived except by a written instrument signed by the party against whom enforcement of the termination, change, modification, amendment or waiver is sought. This Transfer Station Lease contains the entire agreement between the parties concerning the lease of the Transfer Station by the Lessor to the Lessee and is intended by the parties to be an integration of all lease agreements between them concerning the Transfer Station.

17.7. Partial Invalidity. If any term, covenant, condition or provision of this Transfer Station Lease (other than the warranty of quiet enjoyment) or the application thereof to any person or circumstance is determined, at any time or to any extent, to be invalid or unenforceable, the remainder of this Transfer Station Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Transfer Station Lease shall be valid and be enforced to the fullest extent permitted by law, provided that the Lessee and Lessor shall thereupon negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Transfer Station Lease as shall, to the maximum extent practicable in light of such termination, implement and give effect to the intentions of the parties as reflected herein and to place the parties in substantially the same position the parties would be in if such provision were then valid and enforceable.

17.8. Representations of Lessor. The Lessor hereby makes the following representations and warranties to and for the benefit of the Lessee:

(a) The Lessor has full legal rights, power and authority to enter into and perform its obligations under this Transfer Station Lease.

APPENDIX G

(b) The Lessor has duly authorized the execution and delivery of this Transfer Station Lease and this Transfer Station Lease has been duly executed and delivered by the Lessor and constitutes a legal, valid and binding obligation of the Lessor, enforceable against the Lessor in accordance with its terms.

(c) Neither the execution or delivery by the Lessor of this Transfer Station Lease, nor the performance by the Lessor of its obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Lessor of the terms or conditions of this Transfer Station Lease (i) conflicts with, violates or results in a breach of any applicable law, or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment or *decree*, or any agreement or instrument, to which the Lessor is a party or by which the Lessor or any of its properties or assets are bound or constitutes a default thereunder or (iii) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever.

(d) There is no action; suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Lessor's knowledge, threatened against the Lessor, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Lessor of its obligations hereunder or in connection with the transactions, contemplated hereby, or which, in any way, would adversely affect the development, construction or operation of the Project, or the validity or enforceability of this Transfer Station Lease.

(e) Lessor has not filed nor has it been required to file any reports of oil, petroleum products, Hazardous Waste or Biomedical Waste found or disposed in, on or under the Transfer Station with any federal, state or local agency. Lessor knows of no oil, petroleum products, Hazardous Waste or Biomedical Waste on the Transfer Station and has no reason to believe that any oil, petroleum products, Hazardous Waste or Biomedical Waste is located on the Transfer Station property. The Transfer Station is not an "establishment" as defined in Conn. Gen. Stat. §22a-134, nor are any underground storage or treatment tanks located on the Transfer Station property. True and complete copies of all environmental reports, assessments, studies or analyses concerning the Transfer Station of which Lessor is aware have previously been delivered to Lessee and are identified on Exhibit C. The Lessor has not been identified by the Connecticut Department of Energy and Environmental Protection or the United States Environmental Protection Agency or any other regulatory agency as a potentially responsible party with respect to any contaminated site.

(f) Under all applicable zoning, subdivision or planning laws, rules, regulations and pronouncements the Transfer Station property is zoned B2. Under such applicable zoning, subdivision or planning laws, the uses of the Transfer Station by the Lessee which are described or contemplated (both expressly and impliedly) herein are a valid and authorized use of the Transfer Station and will not require any study, report, contribution, application to or approval, waiver, permit or license from any local, state or federal agency as to any zoning or land use matter including, without limitation, boundaries, lot size, location, project height, parking and access. There is no action pending or threatened which would in any way impair the Lessor's use

APPENDIX G

of the Transfer Station as described or contemplated (both expressly and impliedly) herein under existing zoning laws, rules, regulations and pronouncements.

(g) Lessor is the fee owner of the Transfer Station subject to no liens, mortgages, easements, rights-of-way or other encumbrances.

(h) The Lessor has not received any notices, letters, citations, warnings or complaints from any agency, political subdivision, private citizen or citizens' group relating to matters described or discussed in paragraphs (c) through (f) above.

(i) Lessor shall indemnify and hold the Lessor Indemnified Parties harmless from and against any and all liability, loss, cost, damage, injury, death, causes of action, attorneys' fees and any other expense incurred as a result of any of the foregoing representations being false or untrue.

17.9. Non-Merger. There shall be no merger of this Transfer Station Lease, or of the leasehold estate created by this Transfer Station Lease, with the fee estate in the property by reason of the fact that this Transfer Station Lease, the leasehold estate created by this Transfer Station Lease, or any interest in this Transfer Station Lease or in any such leasehold estate, may be held, directly or indirectly, by or for the account of any person who shall own the fee estate in the property or any interest in such fee estate, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Transfer Station and all persons having an interest in this Transfer Station Lease, or in the leasehold estate created by this Transfer Station Lease, shall join in a written instrument effecting such merger and shall duly record the same.

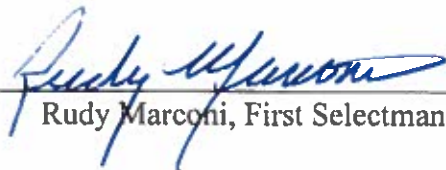
IN WITNESS WHEREOF, as of the day and year first above written, Lessor and Lessee have duly executed this Transfer Station Lease.

WITNESSES:

LESSOR:
TOWN OF RIDGEFIELD



Jane Przekora

By: 

Rudy Marconi, First Selectman



Wendy Gannon Lionetti

1/5/2018

APPENDIX G

WITNESSES:

LESSEE:
HOUSATONIC RESOURCES RECOVERY
AUTHORITY

By: Matthew Skudlak, Its

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss: Ridgefield

Before me, the undersigned, on 10th day of March, 2018, personally appeared Rudy Marconi, known to me to be First Selectman of the Town of Ridgefield, a municipality and political subdivision of the State of Connecticut, and the signer and sealer of the foregoing instrument, who acknowledged the execution of the same to be his free act and deed individually, and the free act and deed of said Town of Ridgefield.

Barbara C. Serfilippi

Commissioner of the Superior Court
Notary Public
My Commission Expires: 5/31/2020

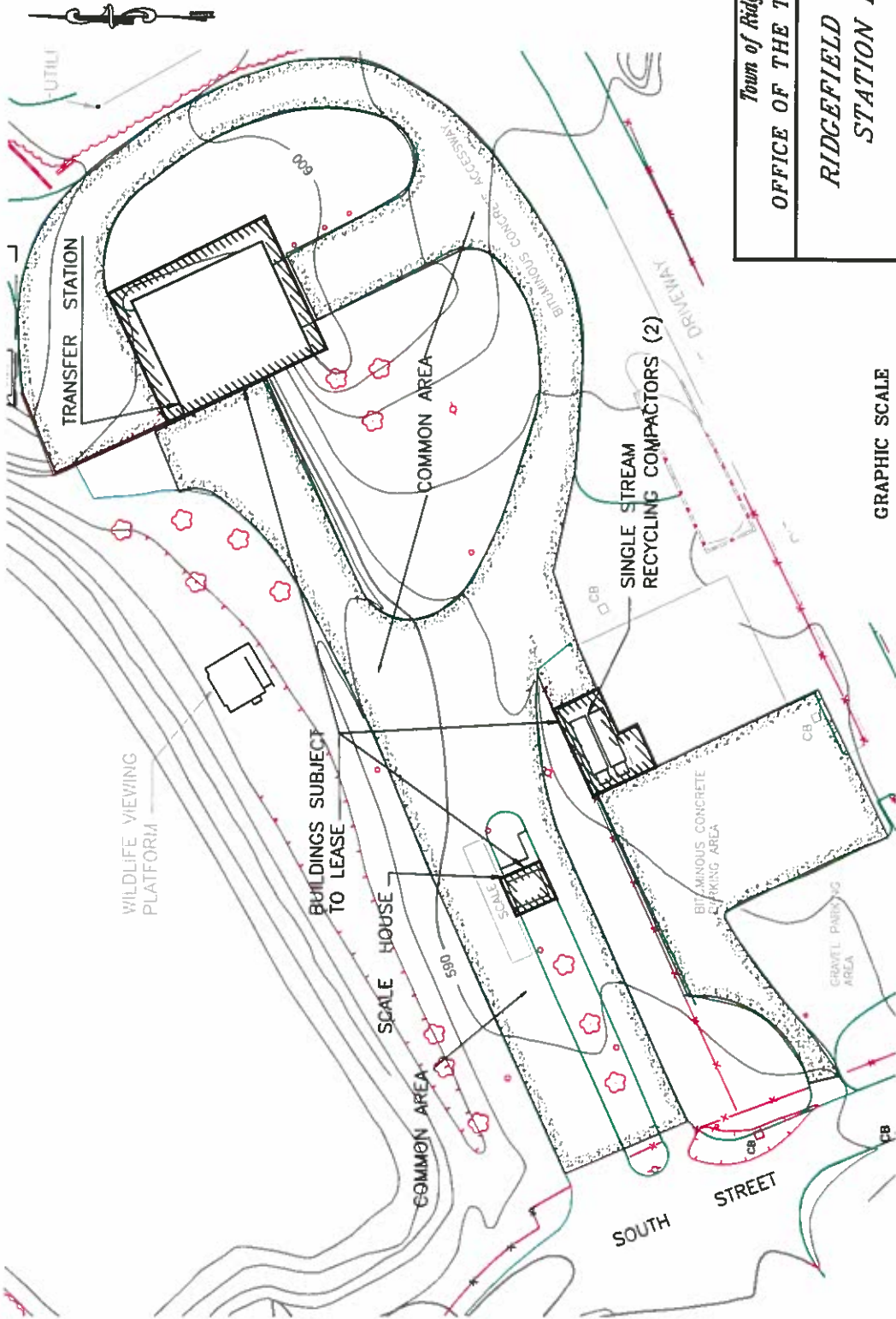
BARBARA C. SERFILIPPI
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2020

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss:

Before me, the undersigned, on this _____ day of _____, 2018, personally appeared _____, known to me to be the _____ of Housatonic Resources Recovery Authority a regional resources recovery authority created and existing under the provisions of Chapter 103b of the Connecticut General Statutes, and the signer and sealer of the foregoing instrument, who acknowledged the execution of the same to be his free act and deed individually, and the free act and deed of said Housatonic Resources Recovery Authority.

Commissioner of the Superior Court
Notary Public
My Commission Expires:



TOP AND BOTTOM OF SLOPE LOCATED WITH GPS SURVEY EQUIPMENT, 11-26-02.
 PHOTOCGRAMMETRY COMPLETED BY GOLDEN AERIAL SURVEYS, INC. ON 7-29-92.

Town of Ridgefield
 OFFICE OF THE TOWN ENGINEER

RIDGEFIELD TRANSFER
 STATION LEASE

APPENDIX G

DATE: 1/18/2018
 SCALE: AS NOTED
 DRAWN BY: J.M.
 CHECKED BY: C.R.F.
 SHEET NO. 1 OF 1

APPENDIX H

Insurance Requirements

a. **Comprehensive General Liability
and Property Damage:**

Perils: Bodily Injury and Property Damage Liability
Limit: \$1,000,000 per occurrence
\$5,000,000 aggregate

b. **Automobile:**

Limit: \$1,000,000 combined single limit

c. **Umbrella Liability Coverage:**

Limit: \$10,000,000 per occurrence
\$10,000,000 aggregate

d. **Workers' Compensation**

Plan A: STATUTORY LIMITS
Plan B: \$ 1,000,000

