

**AMENDMENT NO. 1 TO REGIONAL SOLID WASTE AND  
RECYCLING SYSTEM AGREEMENT**

This **Amendment No. 1 to Regional Solid Waste and Recycling System Agreement** (this "Amendment") is made and entered into as of this 1<sup>st</sup> day of July, 2019 by and between **Oak Ridge Transfer Stations, LLC** (formerly known as 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 "Oak Ridge") 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").

**W I T N E S S E T H:**

**WHEREAS**, Oak Ridge and HRRA executed a Regional Solid Waste and Recycling System Agreement dated January 11, 2018 (the "Agreement"); and

**WHEREAS**, Oak Ridge and HRRA desire to amend the Agreement to modify the MSW Tip Fees as provided in the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Oak Ridge and HRRA hereby agree as follows:

1. Capitalized terms used but not defined herein shall have the meaning ascribed to each in the Agreement.
2. Section 7.1(a) of the Agreement is hereby deleted and replaced with a new Section 7.1(a) as follows:

“(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 HRRA MSW delivered by or on behalf of HRRA and accepted by Oak Ridge at the Transfer Stations. The MSW Tip Fee for the Contract Year beginning July 1, 2019 shall as follows:

(i) For a Participating Municipality hauling waste from a Participating Municipality’s transfer station, drop-off center or other waste collection facility (generated and delivered by a resident to said transfer station, drop-off center or other municipal waste collection facility), the MSW Tip Fee shall be \$88.21 per Ton for the period from July 1, 2019 through June 30, 2020.

(ii) For all other Collectors other than as described in subsection (i) above, the MSW Tip Fee (“MSWTF”) shall be \$90.75 per Ton for the period from July 1, 2019 through December 31, 2019 and the MSW Tip Fee (“MSWTF”) shall increase to \$93.75 per Ton for the period from January 1, 2020 through June 30, 2020.”

3. Section 7.2(a) of the Agreement is hereby deleted and replaced with a new Section 7.2(a) as follows:

“(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 Oak Ridge by all Collectors, independent of any adjustment permitted under any provision of this Agreement other than this Section 7.2(a), may be increased by Oak Ridge by up to \$1.56 per Ton per Contract Year (the “Regular Yearly Increase”). After the conclusion of the fifth Contract Year, Oak Ridge will increase the HRRR MSW Program Fee by \$0.25 per Ton per Contract Year, to a total of \$2.25 per Ton per Contract year, for Contract Years six through ten inclusive.”

4. Section 7.2(c) of the Agreement is hereby deleted.

5. Section 7.2(e) of the Agreement is hereby modified to delete the term “Maximum Permitted Yearly Increase” in line 4, and substitute therefore the term “Regular Yearly Increase.”

6. The parties acknowledge and agree that the use of the term “Oak Ridge” and “WB” as set forth in the Agreement, as amended herein, are meant to interchangeably refer to Oak Ridge.

7. Except as expressly modified hereby, the Agreement shall remain in full force and effect.

8. This Amendment may be executed in multiple counterparts, which together shall constitute a single original agreement. Counterparts exchanged via email or facsimile, and the signatures thereon, shall be deemed originals for all purposes.

*(Signatures on following page)*

**IN WITNESS WHEREOF**, Oak Ridge and HRRRA have caused this Amendment No. 1 to Regional Solid Waste and Recycling System Agreement to be executed by their duly authorized officers or representatives and to be dated as of the day and year first above written.

**HOUSATONIC RESOURCES  
RECOVERY AUTHORITY**

**OAK RIDGE TRANSFER STATIONS, LLC**

By



A handwritten signature in blue ink, appearing to read "Matt Knickerbocker", written over a horizontal line.

Matt Knickerbocker – Its Chairman

By



A handwritten signature in blue ink, appearing to read "John Decker", written over a horizontal line.

John Decker – Its President & CEO