

**AMENDMENT NO. 2 TO REGIONAL SOLID WASTE AND
RECYCLING SYSTEM AGREEMENT**

This **Amendment No. 2 to Regional Solid Waste and Recycling System Agreement** (this "**Amendment**") is made, fully executed and entered into as of this ___ day of July, 2020 ("**Amendment No. 2 Effective Date**")" 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**").

WITNESSETH:

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

WHEREAS, Oak Ridge and HRRA entered into an Amendment No. 1 to Regional Solid Waste and Recycling System Agreement wherein the parties agreed to modifications of the MSW Tip Fees, and certain other revisions to the Agreement; and

WHEREAS, Oak Ridge and HRRA desire to amend the Agreement to modify the Recyclables 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. Beginning on the **Amendment No. 2 Effective Date**, Appendix E of the Agreement is hereby replaced and superseded by Appendix E hereto (which is incorporated herein by reference), **there purposefully and intentionally being no Appendices A through D of this Amendment**. The new Appendix E shall be applicable from the **Amendment No. 2 Effective Date** onward.
3. Except as expressly modified hereby, the Agreement, as previously amended, shall remain in full force and effect.
4. 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.

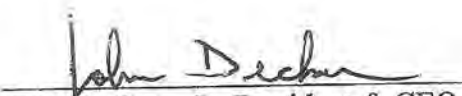
(Signatures on following page)

IN WITNESS WHEREOF, Oak Ridge and HRRA have caused this Amendment No. 2 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 fully executed by the parties.

**HOUSATONIC RESOURCES
RECOVERY AUTHORITY**

OAK RIDGE TRANSFER STATIONS, LLC

By 
Mathew Knickerbocker, Chairman

By 
John Decker – Its President & CEO

Date: 10-10-2020

Date: 10-9-20

APPENDIX E

RECYCLABLES TIP FEES OR REBATES

In light of the ever-changing values/costs of the components of Recyclable Materials collected from communities, the parties have agreed on a unit of measure to determine a component of the fees or rebates to be instituted by Oak Ridge. The fees/rebates will be calculated utilizing the "Facility ACR" modeling described below and other operating costs (loading, transportation and processing), and will be reset on a quarterly basis. "Processing costs" consist of all costs incurred to convert inbound recyclable material into marketable outbound product, including but not limited to, labor costs (including benefits), equipment costs, maintenance costs, utility costs, insurance costs, and fuel costs.

An "ACR" or Average Commodity Revenue is a simple formula utilized to break down and determine the post processing value of the combined components of a single stream mixed recycling collection program on a per ton basis. The "Facility ACR" means the average revenues/costs per ton derived by Oak Ridge from the sale/disposal, which is to include loading and trucking costs at the MRF, of all outbound material streams and the percentage that each such outbound material stream occupies of an inbound ton. The cost or rebate for each material stream shall be set for each quarter of each Contract Year by the 10th of April, July, October and January (each such date a "Set Date") based on the average cost or rebate for such material from the last month of the prior fiscal quarter, and shall be applicable for the three month period commencing on the first day of the month following such Set Date. The cost or rebate for each material shall be aggregated into the Facility ACR. The determination of the cost shall be based on the actual invoices for sale or disposal of materials, which is to include loading and trucking costs at the MRF (and Oak Ridge will provide copies of invoices to HRRR upon request). The Facility ACR will be one component of the Recyclables Tip Fee (or rebate) calculation. Other expenses such as loading, transportation, processing and HRRR Program Fees will be used to set the Quarterly Tip Fees for inbound Recyclable Materials. Notwithstanding anything to the contrary in this Agreement, including without limitation this Appendix E, in the event that the Facility ACR does not exceed the combined costs of (i) loading, (ii) transportation, (iii) HRRR Recycle Program Fees, and (iv) processing costs by at least \$20.00 per ton (such combined cost for example being \$86.25 in example A below), there will be no rebate. In the event the Facility ACR does exceed the combined costs of (i) loading, (ii) transportation, (iii) HRRR Recycle Program Fees, and (iv) processing costs by \$20.00 or more per ton, HRRR will receive a rebate equal to one half of the amount of such exceedance.

The Facility ACR is calculated using the revenues or costs per ton of all outbound material derived from a "Mix" of the Collectors' inbound material. Oak Ridge reserves the right to conduct "Material Inspections" to ensure that the "Expected Mix" of material (the Expected Mix is described in the two examples below as the "Composition / Mix") from which pricing will be initially set is a good representation of the "Actual Mix" of the material that all Collectors are delivering to the Danbury Recycling Facility or the MRF. In the event that there is a significant discrepancy found to exist between the "Expected Mix" and the "Actual Mix" in the material delivered by a Collector to the Danbury Recycling Facility or the MRF, Oak Ridge reserves the

right under the terms of this Agreement to adjust pricing accordingly with 5 days written notice to the Collector and the HRRRA. In the event that an individual Collector is found to be delivering to the Danbury Recycling Facility or the MRF an Actual Mix that differs significantly from a representative sample of the Actual Mix being delivered by all other Collectors, Oak Ridge shall have the right under the terms of this Agreement to adjust pricing accordingly as to that Collector with 5 days written notice to the Collector and the HRRRA.

Oak Ridge agrees to employ reasonable commercial practices to manage all outbound material in a manner aimed at maximizing the optimal long term return. Oak Ridge also reserves the right to adjust the loading, transportation & processing costs for significant increases in "uncontrollable costs" which shall include, but not be limited to, union contract obligations, minimum wage legislation and regulation, utilities, legislative and regulatory actions, fees or tariffs, and fuel costs, such adjustments to offset the actual impact of increases in "uncontrollable costs" on Oak Ridge. In addition, the loading, transportation & processing charges in effect on each annual anniversary date of the Effective Date of Amendment No. 2 to Regional Solid Waste and Recycling System Agreement ("**Amendment No. 2 Effective Date**") will be increased by an amount equal to the percentage increase of the CPI-U All Urban NE Index (source – Survey of Current Business – Department of Labor) as compiled by the most recent twelve (12) month period for which such data is available as compared with the comparable figure for the prior twelve month period.

The foregoing provisions of this Appendix E shall not apply to the municipally-owned residential drop off center Tip Fee, which will be \$10.00 per Ton. The Recyclable Materials must be collected via residential drop off and be delivered to the Danbury Recycling Facility or the MRF.

Below are two examples of the Facility ACR calculation. Example A represents conditions on the Amendment No. 2 Effective Date. Example B represents a possible future scenario.

Oak Ridge Waste & Recycling

PILOT GLASS TRANSFER PROGRAM AGREEMENT

This Pilot Glass Transfer Program Agreement (the "Agreement") is made and entered into as of October 1st, 2020 (the "Effective Date"), by Housatonic Resources Recovery Authority ("HRRRA") and Oak Ridge Waste & Recycling of CT, LLC ("Oak Ridge").

BACKGROUND

A. HRRRA and Oak Ridge (as successor to Winters Bros. Transfer Stations of CT, LLC) are parties to that certain Regional Solid Waste and Recycling System Agreement dated January 11, 2018 (as amended, the "Regional Agreement"), which, among other things, addresses collection, processing and disposal of recyclable materials via a single stream where all recyclable materials are collected together at the source, and later separated.

B. The parties have determined that glass constitutes a contaminant in single-stream recycling, because of its penchant to break, its wear and tear on equipment, and the cost to dispose of it, which negatively impacts the value of the recyclable materials in the rest of the stream.

C. The parties desire to enter into this Agreement, as a temporary supplement to the Regional Agreement, to create a separate program (the "Glass Pilot Program") to encourage member towns and the public in general to separate glass at the source, thereby increasing the value of the remaining recyclable materials, and reducing processing, transportation and disposal costs for both glass and the remainder of the recyclable stream.

In consideration of the foregoing, and the covenants and undertakings of the parties hereto and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, HRRRA and Oak Ridge hereby agree as follows:

1. DEFINITIONS

"Acceptable Glass Material" means glass food and beverage containers also known as jars and bottles.

"Processor" initially means Urban Mining CT, LLC located in Beacon Falls, CT, Strategic Materials, Inc. located in South Windsor, CT, or another processor approved by the parties.

"Unacceptable Glass Material" means any material that is not Acceptable Material, including without limitation: (a) any material that by reason of its composition, characteristics or quantity is ineligible for processing, as reasonably determined by Processor, or any applicable federal, state or local laws, rules, regulations, or permits; (b) hazardous, toxic, radioactive, hospital or laboratory wastes or substances; or (c) any other material that Oak Ridge reasonably concludes would require special handling outside the normal course or present an endangerment to the Processor, the public health or safety, or the environment. Examples of common Unacceptable Glass Materials include but are not limited to tempered glass, glassware, bakeware, lightbulbs, ceramics, windows, automotive glass and mirrors, eyeglasses. etc.

Other definitions: the following definitions shall have the meanings ascribed to them in the Regional Agreement: "Collector," "Danbury Recycling Facility," "Facility ACR," "MRF," "Participating Municipalities," "Transfer Station."

2. RESPONSIBILITIES OF MUNICIPAL OPERATED TRANSFER STATIONS, & OPERATORS

Each Transfer Station, Participating Municipality and/or Collector participating in the Glass Pilot Program (each, a "Generator") will be responsible for ensuring only Acceptable Glass Material is loaded into the containers provided. Generator will be required to schedule a dump and return of containers with Oak Ridge when containers are

approximately seventy-five (75%) percent full. The collection of glass and related quality control of the glass material is the sole responsibility of the Generator.

3. RESPONSIBILITIES OF OAK RIDGE

Oak Ridge will provide equipment, administrative records and on-call dump and return services to and from the Processor for each Generator within two (2) business days (Monday through Friday excluding major Holidays) of request.

4. DISPOSAL OF GLASS – PRIVATE HAULER

During the term of this Agreement, Oak Ridge will allow Acceptable Glass Material to be dumped by private Collectors at an HRRR Transfer Station during normal operating hours at a per ton fee of \$35.00 to cover the loading, transfer, and transportation costs associated with the Glass Pilot Program. If during the term of the Glass Pilot Program transportation expenses increase on a per ton basis or a Processor implements any other billable fees, as a direct result of the practices of the Generator all fees will be added to the established per ton handling fee of \$35.00. Oak Ridge and HRRR reserve the right to renegotiate the rates of disposal as necessary to remain solvent and preserve the health of the Glass Pilot Program, as market conditions and operating expenses dictate. Nothing herein shall affect the tip fee charged to Participating Municipalities for recyclable materials.

5. CONTAINERS – MUNICIPAL TRANSFER STATIONS

Oak Ridge will supply one (1) – twenty (20) cubic yard container (or smaller where needed) to each Participating Municipality that is participating in the Glass Pilot Program and provide pull and return service for the container on an on-call basis.

6. PRICING

All costs to operate the Glass Pilot Program incurred by Oak Ridge (the “Glass Pilot Fee”) including but not limited to: equipment, hauling, tip fees, contamination fees etc. will be recorded and calculated in conjunction with the HRRR on a quarterly basis. The expenses incurred for the operation of the Glass Pilot Program will then be divided by the total “Single Stream” Tons delivered to the Danbury Recycling Facility or the MRF directly during the same quarter by Collectors. The Glass Pilot Program expenses divided by the total Single Stream Tons delivered will be used to determine and set the Glass Pilot Fee each quarter. This fee will be added to the Facility ACR charged to Collectors. Based on the data collected from the Glass Pilot Program thus far, the estimated Glass Pilot Fee for the initial quarter of operation will be set at approximately \$2.20 dollars per ton. If during the term of the Glass Pilot Program a Processor implements additional fees including but not limited to contamination fees, or Oak Ridge experiences any other directly related billable fees or expenses, all said expenses will be accounted for in the Glass Pilot Fee and payable back to Oak Ridge through the Facility ACR.

Oak Ridge and HRRR reserve the right to renegotiate the rates of disposal as necessary to remain solvent and preserve the health of the Glass Pilot Program, as market conditions and operating expenses dictate.

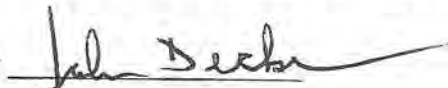
7. TERM AND TERMINATION

The initial term of this Agreement shall commence on October 1st, 2020 and shall terminate September 30, 2022. Either party may terminate this Agreement if the other party fails to perform any material obligation when the same is required to be performed and such failure continues without cure for a period of thirty (30) days after receipt of written notice such failure to perform.

(Signatures on following page)

IN WITNESS HEROF, the parties have executed this agreement as of the effective date.

Oak Ridge Waste & Recycling of CT, LLC

By: 

Name: John Decker

Title: President

Date: 10-9-20

Housatonic Resources Recovery Authority

By: 

Name: Matthew Knickerbocker

Title: Chairman

Date: 10-10-2020