

Housatonic Resources Recovery Authority

2024-25 Annual Permit and Municipal Registration Application *(Effective August 1, 2024-July 31, 2025)*

TRANSFER STATION ACCESS AGREEMENT and RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

(Name of Company's Authorized Agent), the undersigned, is the *(Position of Authorized agent)* of *(Name of Company)* (hereinafter "Collector") and, as such is fully authorized to enter into this Agreement on behalf of the Collector.

As a condition for receiving a permit to haul Acceptable Waste to the Transfer Station(s), operated on behalf of HRRRA, the undersigned Collector hereby understands and agrees that the Collector proceeds at the Transfer Station(s) at its own risk, and agrees to comply with the provisions of Chapter 446d of the Connecticut General Statutes applicable to collectors of solid waste, regulations of the Connecticut Department of Energy and Environmental Protection and the Rules and Regulations as currently adopted by the Housatonic Resources Recovery Authority (HRRRA), Oak Ridge Transfer Stations, LLC (OAK RIDGE) or the Transfer Station operator(s), as may be amended from time to time. Collector acknowledges that he has received, read, and understands the Rules and Regulations and further agrees that all obligations assumed by the Collector pursuant to the Rules and Regulations are binding upon the Collector and are subject to enforcement by OAK RIDGE, their agents, and the Housatonic Resources Recovery Authority, and further agrees that:

The Collector shall at all times defend, indemnify and hold harmless the Authority, any Operator, any Municipality that is a member of the Authority, and their respective officers, agents and employees on account of and from any and all claims, damages, losses, judgments, worker's compensation payments, litigation expenses, and counsel fees arising out of injuries to the person(s) (including death) or damage to property alleged to have been sustained by (a) Collector, or its officers, agents and employees, or (b) the Authority, any Operator, or their respective officers, agents and employees, or (c) the Authority, Municipality, or any of their officers, agents and employees, or (d) any other person to the extent such injuries or damages are caused or are alleged to have been caused in part or in whole by acts, omissions or neglect of the Collector or its officers, agents or employees, or by faulty, defective or unsuitable material or equipment used by it or them.

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OAK RIDGE TRANSFER STATION, LLC CREDIT AGREEMENT

ARTICLE VIII - PAYMENTS - Regional Solid Waste and Recycling Agreement.

8.1 Oak Ridge 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, Oak Ridge will send to HRRRA an accounts receivable aging report, showing the amount of the receivable from each Collector, with aging 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 Oak Ridge, Collectors shall make payment to Oak Ridge 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 Oak Ridge, Oak Ridge 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 term of this Section 8. 1 and shall promptly pay the remaining balance, if any, upon resolution of such dispute.

8.2. The obligation of OAK RIDGE 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 OAK RIDGE-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, OAK RIDGE 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 OAK RIDGE has followed its standard billing procedures, as consistently applied. Upon request from the HRRRA, OAK RIDGE will advise the HRRRA of OAK RIDGE's standard billing procedures. OAK RIDGE 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 OAK RIDGE. 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 OAK RIDGE, provided however, that OAK RIDGE must reject deliveries of a Collector that is an Affiliate of OAK RIDGE and more than forty-five (45) days delinquent whether or not OAK RIDGE has applied the collection protocol to such Affiliate.

If any Collector fails to deliver to OAK RIDGE 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, OAK RIDGE will provide to the HRRRA documentation which reflects the non-payment by any such Collector and the procedures used by OAK RIDGE to collect amounts owed from any such Collector, which procedures shall be in accordance with OAK RIDGE's billing and collection procedures.

In consideration of the extension of credit to the undersigned by Oak Ridge Transfer Station, LLC, in lieu of being required to pay cash, the undersigned agrees that all invoices rendered by OAK RIDGE for disposal charges incurred at the HRRRA system on or after July 1, 2019, will be paid within thirty (30) days from the Invoice Date.