

MEMORANDUM OF UNDERSTANDING

to

REGIONAL SOLID WASTE AND RECYCLING SYSTEM AGREEMENT

This binding Memorandum of Understanding (this "MOU") dated as of June 1, 2025 (the "Effective Date") to that certain Regional Solid Waste and Recycling System Agreement dated as of January 11, 2018 (the "Agreement"), is made by and between Oak Ridge Transfer Stations, LLC f/k/a Winters Bros. Transfer Stations of CT, LLC ("Operator") and Housatonic Resources Recovery Authority ("HRRA"). Operator and HRRA may each be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Parties agree that certain events and industry conditions not within Operator's control, including but not limited to: (i) the closure of the Connecticut MIRA MRF Facility, and (ii) regular limited capacity, unreasonable waiting times, and plant issues at the Wheelabrator Resources Recovery Facility (collectively, the "Industry Conditions"), have adversely impacted Operator's ability to comply with the requirements for disposal of MSW set forth in Article III of the Agreement;

WHEREAS, to address the Industry Conditions and alleviate strain on the solid waste disposal system in the State of Connecticut, Operator intends to install a MSW baler and bagging system that allows for consolidation and transport of MSW via established rail networks (the "Rail System") for ultimate disposal at the Apex Environmental landfill located in Amsterdam, Ohio (the "Landfill");

WHEREAS, the Parties desire to amend the Agreement as set forth herein in order to alleviate the strain caused by the Industry Conditions and best-serve customers in an environmentally friendly manner.

NOW, THEREFORE, in consideration of the agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

AGREEMENT

Section 1. Use of Defined Terms. Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned such terms in the Agreement.

Section 2. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference and are made a part hereof as though set forth at length herein.

Section 3. Amendments to the Agreement.

(a) All references in the Agreement to "Winters Bros. Transfer Stations of CT, LLC" are hereby replaced with "Oak Ridge Transfer Stations, LLC".

(b) Operator shall, at its sole cost and expense, install and maintain the Rail System as soon as practicable following satisfaction of all the conditions set forth in paragraph 3(c) below.

(c) Operator's obligation to install the Rail System pursuant to this MOU shall be expressly contingent upon: (i) execution of an enforceable contract or contracts with the owner and/or

operator of the Landfill that reasonably enables Operator to perform its disposal obligations set forth herein and in the Agreement, and to carry out the intent of this MOU; and (ii) receipt by Operator of all necessary governmental permits and/or approvals.

(d) HRRA shall cooperate with Operator as reasonably necessary to satisfy the foregoing conditions, including but not limited to by writing letters of support for installation, operation, and diversion of materials to the Landfill through an MSW Bailer, such letters to be issued to DEEP or any other necessary entities, and to be signed by all fourteen chief elected officials whose membership comprises the HRRA.

(e) Notwithstanding anything to the contrary in the Agreement, including but not limited to Article III therein, upon successful installation and implementation of the Rail System, for a period commencing on the Effective Date and continuing through the later of June 30, 2029 and any applicable executed renewals, (i) Operator shall be expressly permitted to dispose of and divert to the Landfill by and through the Rail System up to fifty percent (50%) of all inbound volume of MSW delivered to Operator, and (ii) all or a portion of the remaining fifty percent (50%) of Operator's inbound MSW volume may be diverted from time-to-time by Operator to the Landfill if, in Operator's commercially reasonable determination, all the conditions set forth in Section 3.4 of the Agreement are not satisfied so that a Resources Recovery Facility is deemed "available" to Operator.

(f) Operator shall indemnify, defend and hold HRRA (including its employees, officers, or agents) harmless from and against any and all damages, penalties, costs, claims, demands, suits, causes of action or expenses (including reasonable attorney's fees) which may be imposed upon or incurred by HRRA as a result of personal injury (including death) or property damage to third parties (including to the person or property of employees of the HRRA) arising out of, resulting from or in any way connected with the disposal of MSW at the Landfill, provided that the obligations of Operator set forth in this paragraph shall not extend to any such matters to the extent arising from the negligence or willful act or omission of the HRRA or its employees, officers, agents, or any third party.

(g) The current HRRA MSW Program Fee (as defined in Section 1.14 of the Agreement) shall be increased from \$2.00T to \$2.75T for the period commencing on the Effective Date and ending on the later of June 30, 2029 and any applicable executed renewals terms.

(h) Operator shall provide quarterly reports to HRRA of the amount of diverted materials to the Landfill during such quarter.

(i) The parties agree to revisit the MSW Tip Fees six (6) months after the MSW Bailer is fully operational to assess the rail to landfill waste diversion on overall costs.

Section 4. Ratification of and References to the Agreement. The Agreement, as amended hereby, is fully ratified, adopted, and approved by the Parties hereto as of the Effective Date. Except as expressly amended hereby, the Agreement remains unmodified and in full force and effect. If any inconsistency exists or arises between the terms and provisions of this MOU and the terms and provisions of the Agreement, the terms and provisions of this MOU shall prevail.

Section 5. Counterparts; Electronic Signatures. This MOU may be executed in any number of counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, and all of which, taken together, shall be deemed to constitute one and the same instrument. Counterpart signature pages to this MOU transmitted by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic

means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

Section 6. Binding Effect; Successors and Assigns. This MOU shall be binding upon and inure to the benefit of each Party and their respective successors and assigns.

Section 7. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Connecticut. The Parties hereby 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 MOU.

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IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed and delivered as of the Effective Date.

Housatonic Resources Recovery Authority

By: Matthew Knickerbocker
Print Name: Matthew Knickerbocker
Its: Chairman 6-6-2025

Supplier:

Oak Ridge Transfer Stations, LLC

By: John Decker
Print Name: John Decker
Its: CEO