

SECOND MEMORANDUM OF UNDERSTANDING

to

REGIONAL SOLID WASTE AND RECYCLING SYSTEM AGREEMENT

This binding Second 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 as modified by a prior Memorandum of Understanding (collectively, 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".

WHEREAS, the Parties desire to amend the Agreement to reflect updated MSW Tip Fees and other economic terms as set forth herein.

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. Amendment to the Agreement. In accordance with Section 7.2(f) of the Agreement, the current MSW Tip Fee (as defined in Section 1.26 of the Agreement) shall be increased by \$2.00T as of August 1, 2025, due to increases in transportation costs, this will remain in effect until six months after the MSW baler is in operation.

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

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: Patricia Del Monaco
Print Name: Patricia Del Monaco
Its: Chairman

Supplier:

Oak Ridge Transfer Stations, LLC

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