

**MEMORANDUM OF UNDERSTANDING CONCERNING THE
REGIONAL SOLID WASTE AND
RECYCLING SYSTEM AGREEMENT**

This **Memorandum of Understanding Concerning the Regional Solid Waste and Recycling System Agreement** is made and entered into as of this 6 day of April 2022 ("MOU") by and between **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"), and **Oak Ridge Transfer Stations, LLC** (formerly known as Winters Bros. Transfer Stations of CT, LLC), a Delaware limited liability company with a principal place of business at 307 White Street, Danbury, Connecticut (hereinafter referred to as the "Company").

W I T N E S S E T H:

WHEREAS, HRRA and the Company are parties to that certain Regional Solid Waste and Recycling System Agreement by and between them, made and entered into as of the 11th day of January 2018, and amended by Amendment No 1 (as amended, the "System Agreement");

WHEREAS, Section 7.2e to the MSW Tip Fee Adjustments provides, if the documented fuel (diesel) expenses incurred by Oak Ridge in its operational and transfer station costs exceed \$3.50 per gallon (the "Base Fuel Cost"), then (i) for every \$.25 increase in Oak Ridge's fuel expenses in excess of the Base Fuel Cost, in addition to the Maximum Permitted Yearly Increase, Oak Ridge may increase the MSWTF on a per Ton basis to account for the impact of such fuel expense, and (ii) for every \$.25 decrease in Oak Ridge's fuel expenses in excess of the Base Fuel Cost, Oak Ridge will reduce the associated prior increase imposed by Oak Ridge pursuant to the preceding clause (ii) by a commensurate amount. For the avoidance of doubt, in no case will the Base Fuel Cost be less than \$3.50. Pricing adjustments under this Section 7.2(e) shall be made on a quarterly basis.

WHEREAS, fuel market conditions have deteriorated such that the Company has imposed a \$2.00 per ton fuel surcharge.

WHEREAS, HRRA has requested a 30 day notice of the implementation of such surcharge solely with respect to this specific increase even though not required by the Settlement Agreement.

NOW THEREFORE, in consideration of the premises and the mutual agreements of the parties, HRRA and the Company hereby agree, as follows:

1. A \$2.00 per ton surcharge will be held and implemented on May 1, 2022.
2. The increase will be reviewed on a quarterly basis as per section 7.2(e).


3. If the current market rate for Ultra Low Sulfur Diesel increases above the April 4, 2022 market rate of \$5.283 per gallon the parties agree to meet again.
4. The execution of this MOU shall not operate as a waiver of any right, power or remedy of the Company under the System Agreement except as expressly provided herein, nor constitute a waiver of any right, power or remedy of the Company under the System Agreement in the future. Further, this MOU shall not constitute an amendment of Section 7.2(e) of the Settlement Agreement with respect to any future fuel adjustments.

IN WITNESS WHEREOF, HRRRA and Company have caused this MOU to be executed by their duly authorized officers or representatives and to be dated as of the date and year first written above.

**HOUSATONIC RESOURCES
RECOVERY AUTHORITY**

OAK RIDGE TRANSFER STATIONS, LLC

By

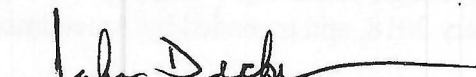


Matt Knickerbocker – Its Chairman

4/7/22

Date

By



John Decker – Its President & CEO

4-7-22

Date

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