

**SECOND AMENDMENT TO
TIER 1 LONG TERM MUNICIPAL SOLID WASTE MANAGEMENT SERVICES
AGREEMENT**

This Second Amendment to Tier 1 Long Term Municipal Solid Waste Management Services Agreement (this "Second Amendment"), is made and dated as of the first day of _____, 2022 (the "Amendment Effective Date") by and between the MATERIALS INNOVATION AND RECYCLING AUTHORITY (fka Connecticut Resources Recovery Authority), a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067 ("MIRA") and the [Name of Municipality] in the State, a municipality and political subdivision of the State (the "Municipality"). MIRA and the Municipality are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, the Parties entered into that certain Tier 1 Long Term Municipal Solid Waste Management Services Agreement commencing as of November 16, 2012 (the "MSA") obligating MIRA to provide certain Solid Waste processing and disposal services to the Municipality (the "Services") and obligating the Municipality to pay Tier 1 Long-Term Disposal Fees and all other amounts payable under the MSA to MIRA for the provision of such Services; and

WHEREAS, the MSA provides for the provision of such Services by MIRA through use of its Connecticut Solid Waste System (the "CSWS") comprising the Facility, the Transfer Stations and the Recycling Facility, or Alternate Facility, as defined and determined by MIRA under the provisions of the MSA; and

WHEREAS, in order to ensure the continued provision of reliable Services and improve the diversion of Solid Waste in the State, the Department of Energy and Environmental Protection ("DEEP") was authorized to issue a comprehensive Request for Proposals for the purpose of redeveloping the entire CSWS in consultation with MIRA ("DEEP's RFP"); and

WHEREAS, having received and evaluated proposals, and engaged in negotiation of a potential comprehensive development agreement, the magnitude of investment required for a comprehensive CSWS redevelopment, in relation to the nature of the refurbishment work involved, lead to a lack of adequate financial commitments and ultimate unsuccessful conclusion of DEEP's RFP; and

WHEREAS, following the unsuccessful conclusion of DEEP's RFP, MIRA pursued a series of Requests for Proposals to ensure reliable Services through the June 30, 2027 expiration of the MSAs by providing for the operation, maintenance and optional future development of the Recycling Facility, suspending waste combustion at the Facility, utilizing the Facility as a transfer operation, transporting and disposing of Acceptable Solid Waste at alternative sites, and providing for the operation, maintenance and optional future development of the Transfer Stations ("MIRA Transition RFPs"); and

WHEREAS, as part of the MIRA Transition RFPs, MIRA pursued methods to improve upon the level and stability of its Tier 1 Long Term Disposal Fees for the remaining term of the MSAs which included optional firm pricing or direct cost reimbursements of facility operating and maintenance

services, facility modifications to improve operational efficiencies, sharing of facility capacity for non-Participating Municipality waste, recycling commodity revenue shares and alternative pricing of transportation and disposal services with and without continued effectiveness of the Opt-Out Disposal Fee defined in Section 3.2 of the MSA for the remaining term of the MSAs; and

WHEREAS, as part of the MIRA Transition RFPs, MIRA also pursued methods to advance the State's long term goals for environmentally responsible treatment of Solid Waste including improvements or procedural modifications at the CSWS Transfer Facilities to facilitate transferring Acceptable Solid Waste on a time- or quantity-limited basis, facilitating unit-based pricing for Acceptable Solid Waste disposal; promotion of recycling; separation of food waste at the point of generation for recycling, waste reduction incentives, organics diversion pilots, and other approaches to mitigate the environmental impact of waste generated by MIRA's customers; and

WHEREAS, as part of the MIRA Transition RFP's, MIRA has heretofore awarded a contract effective May 1, 2021 for operation of the Recycling Facility as a recycling transfer operation for the remaining term of the MSAs that provides continuous processing of Acceptable Recyclables for a Base Processing Fee subject to adjustment in accordance with recycled commodity prices and a transportation and management fee subject only to three percent (3.0%) annual escalation; and

WHEREAS, MIRA has now received and evaluated all other proposals made in response to the MIRA Transition RFPs and desires to award contracts as follows:

- i) To Enviro Express for the transportation and disposal of Acceptable Solid Waste and Acceptable Recyclables received at the Torrington and Watertown Transfer Stations;
- ii) To Enviro Express for the operation, maintenance and optional future development of the Torrington and Watertown Transfer Stations;
- iii) To CWPM LLC for the transportation and disposal of Acceptable Solid Waste and Acceptable Recyclables received at the Essex Transfer Station;
- iv) To CWPM LLC for the operation, maintenance and optional future development of the Essex Transfer Stations;
- v) To Covanta Sustainable Solutions for the disposal of Acceptable Solid Waste at the Preston Connecticut waste to energy facility;
- vi) To Murphy Road Recycling LLC in association with WIN Waste Innovations for the diversion of all Acceptable Solid Waste generated within the boundaries of "Tier 1" Participating Municipalities and currently delivered direct to the CSWS Waste to Energy Facility to the Murphy Road Recycling Transfer Station located at 123 / 143 Murphy Road, Hartford CT for transfer by rail to the WIN Tunnel Hill Reclamation Landfill in New Lexington, Ohio and the WIN Sunny Farms Landfill in Fostoria, Ohio

hereinafter collectively the "Transition Contract Awards" as summarized further on Attachment A to this Second Amendment, which awards are contingent on execution of this Second Amendment; and

WHEREAS, MIRA desires to provide all Participating Municipalities with a continued option for short term Tier 1 services which would otherwise expire June 30, 2022; and

WHEREAS, MIRA desires to encourage the Municipality to enter into this Second Amendment, which is intended to establish the Municipality as a Tier 1 Short-Term Municipality and modify the “Opt Out Disposal Fee” provided in Section 3.2 (e) of the MSA by i) limiting future tip fee increases primarily to the those directly provided for under the Transition Contract Awards, ii) continuing use of MIRA’s “Tip Fee Stabilization Fund” to the extent feasible, iii) providing for a “Participating Town Distribution” upon expiration of the MSA in the event excess funds are collected, iv) codifying the roles and responsibilities of the Parties and the administrative procedures to support a voluntary Pay as You Throw Program, and v) establishing funding set asides for any future decommissioning of the Facility including contractor severance, and initial modifications to the Transfer Stations and Facility needed to efficiently transition to transfer operations which set asides are not included in the CSWS Cost of Operation; and

WHEREAS, DEEP has previously expressed its desire that the CSWS Participating Municipalities remain organized as a source of demand for future solid waste management facility development projects to be undertaken consistent with the goals and objectives of DEEP’s Comprehensive Materials Management Strategy.

Now, therefore, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that, effective as of the Amendment Effective Date, the MSA is hereby amended as follows:

1. The Parties agree that time is of the essence with regard to the Transition Contract Awards. Accordingly, MIRA shall proceed in good faith to negotiate and finalize such Transition Contract Awards as approved by the MIRA Board of Directors at its December 20, 2021 meeting for execution subject to a sufficient number of Participating Municipalities executing this Second Amendment by March 31, 2022 that represent delivery of at least eighty percent (80%) of the tons of Acceptable Solid Waste and eighty percent (80%) of tons of Acceptable Recyclables delivered to a Designated Waste Facility and Designated Recycling Facility by Participating Municipalities of record as of the Amendment Effective Date for the Contract Year ended June 30, 2021 (“Threshold Deliveries”).
2. In the event the Threshold Deliveries are not attained for a Designated Waste Facility and Designated Recycling Facility by the date specified in Article 1 of this Second Amendment, or such Transition Contract Awards are not negotiated and finalized as intended, this Second Amendment may be terminated by MIRA with respect to such Designated Waste Facility and Designated Recycling Facility upon notice by MIRA to the Municipality, the MSA shall otherwise remain in full force and effect, MIRA may award such contracts as it deems necessary to provide the Services and MIRA shall notify the Municipality of the level of the Tier 1 Long-Term Disposal Fee to be effective July 1, 2022 on or before the last day of February 2022.
3. Exhibit A of the MSA is hereby amended as follows:
 - a) The term “Tip Fee Stabilization Fund” is added to mean that certain fund established and maintained by MIRA through application of its net revenues other than CSWS Service Fees and Non Disposal Fee Revenue, including but not limited to net revenues derived through maintenance and operation of MIRA’s jet powered electric generating peaking units.

b) The term “Surplus” is added to mean, upon completion of MIRA’s annual independent audit for each Contract Year, any positive difference remaining after the Net Cost of Operation actually paid during the subject Contract Year is subtracted from the actual Service Payments for the subject Contract Year, calculated and determined by MIRA in a commercially responsible manner.

c) The term “Deficit” is added to mean, upon completion of MIRA’s annual independent audit for each Contract Year, any negative difference remaining after the Net Cost of Operation actually paid during the subject Contract Year is subtracted from the actual Service Payments for the subject Contract Year, calculated and determined by MIRA in a commercially responsible manner.

d) The term “Participating Town Distribution” is added to mean any Surplus determined by MIRA for the last Contract Year of the Term of the MSA which shall be paid to each Participating Municipality executing this Second Amendment on the basis of each such Participating Municipality’s share of combined Acceptable Solid Waste and Acceptable Recyclables delivered during the final five Contract Years of this Agreement.

e) The term “Adjustment Factors” is added to mean the Transportation, Disposal, Transfer Station and Recycling Facility price adjustments permissible pursuant to the Transition Contract Awards summarized on Attachment A and further quantified on Attachment B to this Second Amendment together with the Consumer Price Index adjustment permissible for MIRA Administrative Costs, and any Surplus or Deficit determined by MIRA in accordance with the terms hereof.

f) The term “Non Disposal Fee Revenue” is deleted in its entirety and replaced by the following:

“Non-Disposal Fee Revenues” means proceeds received by MIRA from the sale or other disposition of Recovered Products from the Connecticut Solid Waste System, and Connecticut Solid Waste System receipts from other than: (i) Participating Municipalities; and (ii) Waste Haulers on behalf of Participating Municipalities; except that Non-Disposal Fee Revenues (i) include all Service Fees, Transfer Station Usage Surcharges, Transfer Station Fuel Charges, and any additional fees or surcharges pursuant to Section 3.2(b), and (ii) are net of all Service Discounts. Non-Disposal Fee Revenue shall further include all Capacity Share proceeds received by MIRA. Non-Disposal Fee Revenue shall not include Unit Based Pricing Receipts received by MIRA.

g) The term “Capacity Share” is added to mean net payments received by MIRA pursuant to the Transfer Station Operation, Maintenance and Optional Future Development Agreements for use of the Transfer Stations to process Acceptable Solid Waste and Acceptable Recyclables received from other than Participating Municipalities.

h) The term “Unit Based Pricing Receipts” is added to mean payments received by MIRA, net of any municipal or private handling or processing fees, pursuant to a Pay as You Throw program voluntarily adopted by a Participating Municipality pursuant to Section 3.5 hereof,

which payments shall be used by MIRA to offset such Participating Municipality's Tier 1 Long Term Disposal Fees and other charges due pursuant to Article 3 hereof.

i) The term "Funding Set Asides" is added to mean the Facility Decommissioning Funds, Contractor Severance Funds and Transfer Station Modification Funds further defined in Section 3.6 of this Second Amendment.

j) The term "Transfer Station" is deleted in its entirety and replaced by the following:

"Transfer Station" means any of the facilities, including all roads and appurtenances thereto, owned, operated (or both) or contracted by MIRA for receiving Solid Waste from any Participating Municipality for transport to a destination of ultimate disposal.

4. Article 3 of the Agreement is deleted in its entirety and replaced by the following:

3. ANNUAL BUDGET; TIER 1 SHORT-TERM DISPOSAL FEE; OTHER CHARGES; MOST FAVORED NATION

3.1. Budget

MIRA shall adopt a budget (the "Budget") for each Contract Year. Each Budget shall include MIRA's estimates of the following for the subject Contract Year: the Cost of Operation and the Net Cost of Operation, the Aggregate Tons, Non-Disposal Fee Revenues, any deposits or withdrawals (or both) to and from Reserves and the Service Payments. In determining the Budget, MIRA shall assume for the subject Contract Year: (i) that the Municipality will deliver or cause to be delivered to the Designated Waste Facility a specific quantity of Acceptable Solid Waste; (ii) that the Connecticut Solid Waste System will receive the Aggregate Tons; (iii) that Persons obligated to deliver Contract Waste will deliver the full amount of the said Contract Waste; and (iv) a specific quantity of delivered Spot Waste.

3.2. Tier 1 Short-Term Disposal Fee; Other Charges; Opt-Out Disposal Fee

(a) As part of its determination of the Budget, MIRA shall calculate a disposal fee (the "Base Disposal Fee") to be charged with respect to each Ton of Acceptable Solid Waste delivered by or on behalf of the Municipality and each other Participating Municipality during the subject Contract Year. The Base Disposal Fee shall be uniform as to all Participating Municipalities and shall be calculated without regard to the location of any Participating Municipality's Designated Waste Facility. MIRA shall set the Base Disposal Fee such that the product of the Base Disposal Fee and the Aggregate Tons shall produce funds estimated as sufficient to pay the estimated Net Cost of Operation for the subject Contract Year. The amount calculated pursuant to the preceding sentence constitutes the estimated Service Payments.

As a Tier 1 Short-Term Municipality, the Municipality shall receive the Tier 1 Short Term Discount off the Base Disposal Fee. The Tier 1 Short Term Discount shall be calculated by MIRA annually as the difference between the Tier 1 Short Term Disposal Fee determined by MIRA in accordance with the provisions Articles 3.2 (c) and 3.2 (e) hereof and the Base Disposal

Fee. The Base Disposal Fee, net of the Tier 1 Short Term Discount, is the “Tier 1 Short-Term Disposal Fee.”

(b) In addition to the Tier 1 Short-Term Disposal Fee, the Municipality shall pay (i) any Transfer Station Fuel Surcharge assessed by MIRA and calculated pursuant to Exhibit D hereto and a part hereof, for each Ton of Acceptable Solid Waste delivered to a Transfer Station, and (ii) any additional fees or surcharges set by MIRA during the Budget Process for particular categories of Solid Waste; provided, however, that MIRA shall not charge and the Municipality shall not pay any tip fee for Acceptable Recyclables delivered to the Designated Recycling Facility.

(c) MIRA has authorized a Tier 1 Short-Term Disposal Fee for the Contract Year commencing July 1, 2022 and ending June 30, 2023, hereinafter the “FY 2023 Contract Year” and provided a copy thereof, together with the level of the Tier 1 Short-Term Disposal Fee and of any additional amounts payable pursuant to Section 3.2(b), for such FY 2023 Contract Year, to the Authorized Representative of the Municipality, and the Municipality acknowledges receipt of the same. The Tier 1 Short-Term Disposal Fee for such FY2023 Contract Year is \$116.00 per ton which has been calculated by MIRA under the presumption that the Transition Contract Awards are made and the Threshold Deliveries are achieved.

On or before the last day of February during such FY 2023 Contract Year and during each subsequent Contract Year, MIRA shall adopt the Budget for the next ensuing Contract Year and provide a copy thereof, together with (i) the level of the Tier 1 Short-Term Disposal Fee, and (ii) the level of the Transfer Station Fuel Surcharge (if assessed), together with any additional fees and/or surcharges pursuant to Section 3.2(b), all for such Contract Year, to the Authorized Representative of the Municipality. In determining the Budget for each such Contract Year, modifications to the Cost of Operation from that which was adopted for the prior Contract Year shall be limited to the Adjustment Factors shown on Attachment B to this Second Amendment (“Projected Tier 1 Short-Term Disposal Fees”) together with any Surplus, Deficit or Change in Law. In the event that a Surplus is determined upon conclusion of the last Contract Year of the Term of this Agreement, MIRA shall pay a Participating Town Distribution equivalent to such Surplus.

(d) Based on the Budget, the Municipality shall make all budgetary and other provisions or appropriations necessary to provide for and to authorize the timely payment by the Municipality of the Tier 1 Short-Term Disposal Fees and the other amounts calculated pursuant to this Section 3.2, as the same become due and payable.

(e) MIRA hereby agrees to maintain its Tip Fee Stabilization Fund and MIRA shall, on or before the last day of February of each Contract Year, apply such Tip Fee Stabilization Funds as may be available to its calculation of the Tier 1 Short-Term Disposal Fee set by MIRA pursuant to Section 3.2(a). The Parties acknowledge that MIRA’s ability to maintain the Tip Fee Stabilization Fund greatly diminishes subsequent to the FY2023 Contract Year. MIRA shall make every reasonable effort to apply such funds and reserves as may be available to the extent necessary to reduce the Tier 1 Short-Term Disposal Fee to the Projected Tier 1 Short-Term Disposal Fees shown in Attachment B.

If the Tier 1 Short-Term Disposal Fee for any Contract Year set by MIRA pursuant to Section 3.2(a) exceeds the amount determined pursuant to this Section 3.2(e) for such Contract Year (the “Opt-Out Disposal Fee”), then the Municipality may terminate this Agreement within thirty (30) days after its receipt of the notice pursuant to Section 3.2(c). In order to exercise the foregoing right of termination, the Municipality shall send written notice of such termination to MIRA by certified return receipt mail, within thirty (30) days after the Municipality’s receipt of the notice required pursuant to Section 3.202(c). If the Municipality exercises this right of termination, the effective date of such termination shall be June 30th of the Contract Year in which such written notice of termination is given to MIRA. If MIRA does not receive the foregoing notice of termination from the Municipality within the thirty (30) day period specified above, the Municipality shall forfeit its right to terminate this Agreement for the pertinent Contract Year.

Opt Out Disposal Fees

Contract Year Ending	Opt Out Disposal Fee
June 30, 2024	\$124.00 per ton + any Additional Opt-Out-Costs
June 30, 2025	\$131.00 per ton + any Additional Opt-Out-Costs
June 30, 2026	\$136.00 per ton + any Additional Opt-Out-Costs
June 30, 2027	\$141.00 per ton + any Additional Opt-Out-Costs

As indicated above and commencing with the Contract Year ending June 30, 2024, the Opt-Out Disposal Fee shall include the per-Ton amount (calculated on the basis of all Acceptable Solid Waste delivered to the Connecticut Solid Waste System) of any Connecticut Solid Waste System costs or expenses required of MIRA and resulting from (i) any Change in Law, or (ii) year over year increases to the PILOT. Any amounts so added to the Opt-Out Disposal Fee pursuant to the foregoing clause (i) or clause (ii), or both, are the “Additional Opt-Out Costs”.

3.3. Most Favored Nation

(a) With respect to Acceptable Solid Waste, and provided that no Notice of Non-Compliance with Delivery Obligations has been issued by MIRA or any other Municipality event of default exists hereunder, the Municipality shall pay with respect to Acceptable Solid Waste the lower of (i) the sum of the Tier 1 Short-Term Disposal Fee and all amounts assessed pursuant to Section 3.2(b), or (ii) the per-Ton MIRA tip fee, inclusive of all additional fees or surcharges (collectively, the “Other Tip Fee”) charged under any other contract (an “MFN Waste Contract”) with the same or substantially the same terms and conditions, including the same length of term, executed by MIRA after the Commencement Date with a Connecticut municipality other than a Participating Municipality, for the delivery of Acceptable Solid Waste, other than Spot Waste, to the Designated Waste Facility.

(b) With respect to Acceptable Recyclables, and provided that no Notice of Non-Compliance with Delivery Obligations has been issued by MIRA or any other Municipality event of default exists hereunder, the Municipality shall be entitled to the more favorable of the rights provided (i) hereunder, or (ii) under any other contract (an “MFN Recycling Contract”) with the same or substantially the same terms and conditions other than such rights (the “MFN Recycling Rights”)

but including the same length of term, executed by MIRA after the Commencement Date with a Connecticut municipality other than a Participating Municipality, for the delivery of Acceptable Recyclables to the Designated Recycling Facility.

(c) After the Commencement Date, MIRA shall, within fifteen (15) Days after the execution of any MFN Waste Contract or any MFN Recycling Contract, as applicable, provide notice of such execution to the Municipality. With respect to any MFN Waste Contract, beginning on the first Day of the Month first following MIRA's provision of such notice to the Municipality and continuing for so long as the Municipality is eligible to receive the Other Tip Fee, MIRA shall charge and the Municipality shall pay the Other Tip Fee for its Acceptable Solid Waste. With respect to any MFN Recycling Contract, beginning on the first Day of the Month first following MIRA's provision of such notice to the Municipality and continuing for so long as the Municipality is eligible to receive the MFN Recycling Rights, MIRA shall grant and the Municipality shall receive such MFN Recycling Rights.

(d) The Municipality's eligibility for the Other Tip Fee or the MFN Recycling Rights, as applicable, shall cease as of the first Day of the Month following MIRA's provision of written notice to the Municipality of such cessation for any of the following reasons: (i) the issuance of a Notice of Non-Compliance with Delivery Obligations by MIRA or any other event of default by the Municipality hereunder, (ii) the Municipality's Designated Waste Facility or Designated Recycling Facility, as applicable, changes such that the requirements of this Section 3.3 are no longer satisfied; or (iii) the expiration or earlier termination of the subject MFN Waste Contract or MFN Recycling Contract, as applicable.

3.4. Recycling Program

On and after the Commencement Date and provided that no event of default (including the issuance by MIRA of a Notice of Non-Compliance with Delivery Obligations) exists hereunder, for any period with respect to which (i) revenues received by MIRA from the sale of Acceptable Recyclables exceed MIRA's processing and administrative costs with respect to such Acceptable Recyclables, as determined by MIRA in a commercially reasonable manner, and (ii) the MIRA Board of Directors has declared a surplus with respect to such revenues pursuant to Conn. Gen. Stat. § 22a-267(6), as the same may be amended, supplemented or superseded, MIRA shall provide a rebate (a "Recycling Rebate") to the Municipality for each Ton of Acceptable Recyclables delivered by or on behalf of the Municipality during such period. If so provided, Recycling Rebates shall be provided retroactively for any applicable Contract Year (or portion thereof). Nothing in this Section 3.4 shall establish a claim or any other right of the Municipality to any Recycling Rebate, or impose any obligation on MIRA to declare any Recycling Rebate.

3.5 Voluntary Pay as You Throw Program

The Municipality shall have the option of establishing a Pay as You Throw or similar unit based pricing program as a means to advance DEEP's Comprehensive Materials Management Strategy. As used herein, a Pay as You Throw program means a direct user charge upon the residents and businesses within the corporate boundaries of the Municipality for the disposal of Acceptable Solid Waste that is directly proportional to the volume of Acceptable Solid Waste disposed.

Examples of such programs include, but are not limited to, the sale of specialty garbage bags or specialty stickers to place upon retail garbage bags.

(a) In the event that the Municipality desires to establish a Pay as You Throw program, it shall provide MIRA with its proposed Municipal ordinance, regulation or other method of imposition. MIRA shall review such proposal and comment on its ability to properly administer same pursuant to the terms of this Second Amendment within thirty (30) days of its receipt of same.

(b) The Parties agree that the objectives of any Pay as You Throw program established as provided herein shall be to i) increase the diversion of recoverable material from Acceptable Solid Waste that would otherwise be combusted in a waste to energy facility or deposited in a landfill, and ii) to establish an effective funding mechanism for the development of modern services and facilities responsive to the evolving waste streams that may result from such a program. The parties acknowledge that achieving these objectives will require participation and coordination among the Municipality, MIRA and the private sector as provided herein.

(c) The Municipality shall be responsible for the development and adoption of its ordinance, regulation or other method of imposing a Pay as You Throw program including the type of program, associated pricing, fees and charges, and designating agents for the collection and distribution of such fees and charges. The Municipality shall direct such agents to distribute Unit Based Pricing Receipts to MIRA, and shall remain liable to MIRA for payment of the Tier 1 Short Term Disposal Fees and other charges assessed hereunder.

(d) The Municipality shall further monitor compliance and enforce, or cause others to monitor compliance and enforce, the provisions of such Pay as You Throw Program.

(e) MIRA shall account for all Unit Based Pricing Receipts received on account of the Municipality separately and distinctly from the Unit Based Pricing Receipts of any other Participating Municipality adopting a Pay as You Throw Program. MIRA shall credit all such Unit Based Pricing Receipts to the account of the Municipality. Concurrent with MIRA's invoicing of the Municipality under the provisions of Article 5 of the MSA, MIRA shall provide the Municipality with a report of all Unit Based Pricing Receipts received on account of the Municipality and the Municipality's invoice shall be reduced by such amount. In the event that such Unit Based Pricing Receipts exceed the amount of MIRA's invoice, MIRA shall pay Municipality such balance within ten (10) days of the date of such invoice.

(f) MIRA shall manage evolving waste streams resulting from the Municipality's adoption of a Pay as You Throw Program pursuant to the terms and conditions of the Transition Contract Awards. In the event that MIRA or its contractors become aware on any non-compliance with Municipality's Pay as You Throw Program, it shall promptly notify Municipality of same.

(g) MIRA shall cooperate with retail outlets, specialty bag providers or other private sector entities involved in establishing and administering Municipality's Pay as You Throw Program

including the execution of contract documents reasonably acceptable to MIRA and necessary to implement same.

3.6 Funding Set Asides

- (a) MIRA hereby agrees to set aside the sum of three million, three hundred thousand dollars (\$3,300,000) to be used for the decommissioning of the Facility when the suspension of waste combustion and transition to transfer activity contemplated by this Second Amendment is complete and a conclusive determination not to recommence waste combustion is made ("Facility Decommissioning Funds"). Such set aside shall be made from existing MIRA reserves and MIRA shall not otherwise include expenses related to decommissioning the Facility in the Cost of Operation for the remaining term of the MSA.
- (b) MIRA hereby agrees to set aside the sum of two million, one hundred fifty-six thousand dollars (\$2,156,000) to be used for the payment of contractor severance associated with the suspension of waste combustion and transition to transfer activity contemplated by this Second Amendment ("Contractor Severance Funds"). Any such payments shall be in accordance with that certain amendment to the Facility operating agreement between MIRA and NAES. Pursuant to the terms of such amended Facility operating agreement, such set aside shall be made first through use of the adopted Budget for the Contract Year commencing July 1, 2021, second through transfer of surplus funds identified by MIRA within the overall Facility or Connecticut Solid Waste System ("CSWS") budget, third through use of such reserve funds as may subsequently be established by MIRA for such purpose and last through any such Budget, Facility or CSWS budgets as may subsequently be adopted for the Contract Year commencing July 1, 2022. MIRA shall not include expenses related to Contractor Severance in the Cost of Operation unless all such prior options have been exhausted.
- (c) MIRA hereby agrees to set aside the sum of six hundred thousand dollars (\$600,000) to be used for the implementation of initial Transfer Station modifications recommended and accepted by MIRA as part of the Transition Contract Awards summarized on Attachment A hereto ("Transfer Station Modification Funds"). Such set aside shall be made from existing MIRA reserves and MIRA shall not otherwise include expenses related to such Transfer Station Modifications in the Cost of Operation for the remaining term of the MSA.
5. Effective July 1, 2022, Exhibit C attached to the Agreement is replaced by Exhibit C included as Attachment C to this Second Amendment.
6. Effective July 1, 2022, the final "WHEREAS" in the Preamble of the MSA is deleted in its entirety and replaced by the following:
- "WHEREAS, the Municipality, having reviewed the aforesaid service options and length of terms, has elected to receive short-term Tier 1 services from MIRA;
7. Effective July 1, 2022, the phrase "Tier 1 Long-Term" in Articles 2, 5 and 7 of the MSA are deleted and replaced by the phrase "Tier 1 Short-Term;

8. Effective July 1, 2022, the definition of “Agreement” in Exhibit A to the MSA is deleted in its entirety and replaced by the following:

“Agreement” means this Tier 1 Short —Term Municipal Solid Waste Management Services Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first hereinabove set forth.

WITNESS

[Name of Municipality]

_____ [Signature]

_____ [Signature]

(Seal)

_____ [Signature]
Chief Executive Officer

_____ [Signature]
Keeper of the Seal

WITNESS

MATERIALS INNOVATION AND
RECYCLING AUTHORITY

_____ [Signature]

_____ [Signature]

_____ [Signature]
President

ATTACHMENT A

TRANSITION CONTRACT AWARDS

- 1) To Enviro Express for the transportation and disposal of Acceptable Solid Waste and Acceptable Recyclables received at the Torrington and Watertown Transfer Stations at the pricing shown below:

MSW Transportation (Keystone)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Torrington (Enviro Express)	\$ 49.84	\$ 51.34	\$ 52.88	\$ 54.46	\$ 56.10
Watertown (Enviro Express)	\$ 46.75	\$ 48.15	\$ 49.60	\$ 51.09	\$ 52.62
MSW Disposal (Keystone)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Torrington (Enviro Express)	\$ 43.26	\$ 44.56	\$ 45.89	\$ 47.27	\$ 48.69
Watertown (Enviro Express)	\$ 43.26	\$ 44.56	\$ 45.89	\$ 47.27	\$ 48.69
Recycling Transportation (Berlin)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Torrington (Enviro Express)	\$ 24.72	\$ 25.46	\$ 26.23	\$ 27.01	\$ 27.82
Watertown (Enviro Express)	\$ 21.63	\$ 22.28	\$ 22.95	\$ 23.64	\$ 24.34

- Transportation pricing shown above is subject to increase or decrease monthly in accordance with contract formula tied to US BLS published Diesel Fuel Price Index.
- Disposal pricing shown above is not subject to adjustment.

- 2) To Enviro Express for the operation, maintenance and optional future development of the Torrington and Watertown Transfer Stations at the pricing shown below:

	Annual Fixed Cost				
Torrington	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Maximum Tonnage Value	60,000	60,000	60,000	60,000	60,000
O&M Fee	\$ 638,600	\$ 657,758	\$ 677,491	\$ 697,815	\$ 718,750
Management Fee	\$ 30,000	\$ 30,000	\$ 30,000	\$ 40,000	\$ 40,000
Excess Tonnage Fee / Ton	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Capacity Share Credit / Ton	\$ 1.00	\$ 1.03	\$ 1.06	\$ 1.09	\$ 1.12

	Annual Fixed Cost				
Watertown	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Maximum Tonnage Value	45,000	45,000	45,000	45,000	45,000
O&M Fee	\$ 659,200	\$ 678,976	\$ 699,345	\$ 720,326	\$ 741,935
Management Fee	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Excess Tonnage Fee / Ton	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.55	\$ 19.10
Capacity Share Credit / Ton	\$ 1.00	\$ 1.03	\$ 1.06	\$ 1.09	\$ 1.12

- O&M and Management Fees shown above are fixed throughout contract term and provide for processing the stated maximum tonnage value.
- Additional fee per ton assessed in the event excess tons are received on MIRA's account.
- Maximum tonnage values exceed estimated processing requirements.
- MIRA fees are reduced if contractor accepts non-participating waste on its account in accordance with the stated Capacity Share Credit.

3) To CWPM LLC for the transportation of Acceptable Solid Waste and Acceptable Recyclables received at the Essex Transfer Station at the per ton pricing shown below:

MSW Transportation (Preston)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Essex (CWPM)	\$ 16.11	\$ 16.59	\$ 17.09	\$ 17.60	\$ 18.13

Recycling Transportation Price	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Essex (CWPM)	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77

- Transportation pricing shown above is subject to increase or decrease monthly in accordance with contract formula tied to US BLS published Diesel Fuel Price Index.
- Contractor not providing disposal service.

4) To CWPM LLC for the operation, maintenance and optional future development of the Essex Transfer Station at the fixed total pricing shown below:

	Annual Fixed Cost				
Essex	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Maximum Tonnage Value	60,000	60,000	60,000	60,000	60,000
O&M Fee	\$ 780,000	\$ 803,400	\$ 827,502	\$ 852,327	\$ 877,897
Management Fee	n/a	n/a	n/a	n/a	n/a
Excess Tonnage Fee / Ton	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Capacity Share Credit / Ton	n/a	n/a	n/a	n/a	n/a

- O&M and Management Fees shown above are fixed throughout contract term and provide for processing the stated maximum tonnage value.
- O&M Fee proposal was inclusive of Management Fee.
- Additional fee per ton assessed in the event excess tons are received on MIRA's account.
- Maximum tonnage values exceed estimated processing requirements.
- Contractor did not propose a Capacity Share arrangement.

5) To Covanta Sustainable Solutions for the disposal of Acceptable Solid Waste at the Preston Connecticut waste to energy facility at the per ton pricing shown below:

MSW Disposal at Preston	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Essex (Covanta)	\$ 95.00	\$ 98.80	\$ 102.75	\$ 106.86	\$ 111.14

- Covanta Sustainable Solutions will accept a monthly minimum of 2,300 tons of MSW subject to a \$10 per ton penalty of the minimum is not met.
 - Covanta Sustainable Solutions will accept a monthly maximum of 3,400 tons of MSW subject to a \$10 per ton penalty of the maximum is exceeded.
 - Covanta Sustainable Solutions may accept more than the monthly maximum at its discretion subject to a FY 2023 price of \$110 per ton.
 - MIRA may choose to deliver Essex MSW to Hartford for combustion during FY 2023 as a year of transition from waste to energy to transfer operations.
- 6) To Murphy Road Recycling LLC in association with WIN Waste Innovations for the diversion of all Acceptable Solid Waste generated within the boundaries of “Tier 1” Participating Municipalities and currently delivered direct to the CSWS Waste to Energy Facility to the Murphy Road Recycling Transfer Station located at 123 / 143 Murphy Road, Hartford CT for transfer by rail to the WIN Tunnel Hill Reclamation Landfill in New Lexington, Ohio and the WIN Sunny Farms Landfill in Fostoria, Ohio at the pricing shown below:

MSW Trans. & Disposal (Ohio LF)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Hartford (Murphy Road Recycling & WIN Waste Innovations)	\$ 102.50	\$ 106.60	\$ 110.86	\$ 115.30	\$ 119.91

- Per ton pricing is inclusive of MSW receipt and processing at Contractor’s transfer station located at 123 / 143 Murphy Road (transfer station O&M), transportation and disposal at landfills located in Ohio.
 - Contractor has sought to modify its proposal subsequent to submission in order to exclude commercial waste deliveries originating within CSWS Participating Municipalities in a manner not acceptable to MIRA. An extended negotiation is anticipated if contractor’s original proposal terms are to be secured.
 - MIRA has concluded that an additional year of limited waste to energy facility operations will be necessary to provide time needed for this negotiation while continuing to serve all CSWS Participating Municipalities delivering to Hartford.
 - The Fiscal Year 2023 Tier 1 Short-Term Disposal Fee established herein anticipates one additional year of waste to energy facility operations to serve Participating Municipalities delivering to Hartford.
 - The Fiscal Year 2024 through 2027 Opt Out Disposal Fees also established herein anticipate a successful conclusion of these negotiations or implementation of an alternate proposal at pricing manageable by MIRA within the established Opt Out Disposal Fees.
- 7) To Murphy Road Recycling LLC a previously awarded contract effective May 1, 2021 for the conduct of recycling transfer operations at MIRA’s Recycling Facility located at 211 Murphy Road, Hartford CT. at the pricing shown below:

- Management Fee – Fixed at \$600,000 annually effective May 1, 2021 and subject to fixed three percent (3%) escalation July 1, 2022 and each July 1st thereafter through June 30, 2027.
- Transportation Fee – Applies to transportation from MIRA’s Recycling Facility at 211 Murphy Road to Contractor’s facility in Berlin CT. Fixed at \$30.00 per ton effective May 1, 2021 and subject to fixed three percent (3%) escalation July 1, 2022 and each July 1st thereafter through June 30, 2027.
- Base Processing Fee - Applies to all single stream recycling deliveries to MIRA’s Recycling Facility at 211 Murphy Road and to the CSWS Transfer Stations. Fixed at \$85.00 per ton effective May 1, 2021 and subject to increase or decrease monthly based on contract formula reflecting an Average Commodity Price through June 30, 2027.

PROJECTED TIER 1 SHORT-TERM DISPOSAL FEES

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ATTACHMENT C

EXHIBIT C

DESIGNATED WASTE FACILITY AND DESIGNATED RECYCLING FACILITY

Designated Waste Facility: Essex Transfer Station

Designated Recycling Facility: Essex Transfer Station



200 CORPORATE PLACE Suite 202 • Rocky Hill • CONNECTICUT • 06067 • TELEPHONE (860) 757-7700

First Class Mail
and PDF via email

May 26, 2022

Dear Waste Hauling Customer:

As you are probably aware, MIRA will be instituting significant operational changes at its Hartford Waste-to-Energy facility. On or about July 15, 2022 the trash to energy component of the facility will be secured. Additionally the facility will NOT be used for transfer of MSW to alternate disposal sites. The Waste-to-Energy facility is securing operations for reasons well documented over the past years. This unfortunate development will hopefully prompt development of new waste disposal capacity in the state.

The decision to not utilize MIRA's facility in Hartford as a waste transfer facility results from many of MIRA's customer towns deciding to terminate their Municipal Solid Waste Delivery Service Agreements ("MSAs") with MIRA effective this July 1. Twenty nine (29) towns have elected to terminate those agreements. The remaining 23 municipalities represent only about 60,000 tons per year of MSW. This amount of MSW is insufficient to operate an additional transfer operation in Hartford but small enough to effectively manage at MIRA's Essex and Torrington Transfer stations.

For Fiscal Year 2023, beginning July 1, 2022, we confirm the following:

Hartford Waste-to-Energy Facility

MIRA will stop accepting MSW from the majority of its customers at the Waste-to-Energy facility in Hartford on June 30, 2022. However, MSW will continue to be accepted from the towns of Durham and Middlefield through July 15 only. MIRA may solicit for deliveries of Non-Participating MSW to the Waste-to-Energy Facility in July to ensure adequate MSW supply through shut down of the Facility. Any Non-Participating deliveries will be managed through short term ICW Contracts or Spot arrangements.

Watertown Transfer Station

Effective July 1, 2022 MIRA will no longer receive any MSW or recyclables at its Watertown Transfer Station.

Essex and Torrington Transfer Stations

MIRA's Essex and Torrington Transfer Stations will continue to accept MSW and recyclables, *but only from towns with which MIRA has a MSA (i.e., a "Tier 1" town)*. The attached table lists the towns from which MSW must be delivered to these two facilities.

Hartford Recycling Facility

MIRA may accept recyclables at its recycling facility in Hartford from the towns of Durham and Middlefield through July 15, but does not anticipate continuing to receive any recyclables at this facility after July 2022.

Tip Fees and Designated Facilities

Attached to this letter is a table which lists the municipalities which have elected to continue to contract with MIRA, and from which MIRA will continue to accept MSW and recyclables. Included on the table is the **Tip Fee** effective July 1 2022, that will be charged for MSW delivered from each municipality. MIRA has established two tip fees: **\$111.00** per ton or **\$116.00** per ton, depending on whether the town has executed a certain MSA amendment.

Also included in the table is the Designated Facility (Transfer Station) to which MSW from that town must be delivered. Please note the following:

- MSW and recyclables from the town of **Middlebury** must be delivered to the Torrington Transfer Station beginning July 1, 2022.
- MSW and recyclables from **Durham** and **Middlefield** will continue to be delivered to the Hartford RRF until July 15, and then must be delivered to the Essex Transfer Station.

Haulers will not be charged for recyclables. MIRA will only accept recyclables from the towns listed on the attached table.

Hauler Agreement for FY 2023

In the next few days MIRA will send to you the standard *One-Year Solid Waste and Recyclables Hauler Delivery Agreement*. Please execute the agreement and return it to MIRA promptly so that it is in place for July 1, 2022. MIRA will only accept MSW and recyclables from the MIRA contracting towns which are listed on the attached table and only from Haulers that have executed the Hauler Delivery Agreement.

Non-Participating Town Waste

MIRA will not accept any MSW from non-participating towns (a town that does not have an MSA with MIRA) under the Hauler Delivery Agreement. If any Non-Participating MSW is accepted, it will either be 1) under a separate agreement between MIRA and Hauler for direct delivery to the Preston RRF under MIRA's account, or 2) under an agreement directly with MIRA's contractor, Enviro-Express for delivery to the Torrington Transfer Station.

Please don't hesitate to contact me or other MIRA staff if you have any questions or require additional information.

Thank you,

A handwritten signature in blue ink that reads "Thomas D. Kirk". The signature is written in a cursive style with a large, stylized 'T' and 'K'.

Thomas D. Kirk
President