

COVANTA

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EXECUTED AGREEMENT IN RESPONSE TO



CONTRACT

23 4902

MIRA

REQUEST FOR PROPOSALS

For

**TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID
WASTE AT REGIONAL FACILITIES**

(RFP Number 22-OE-001)

Materials Innovation and Recycling Authority
200 Corporate Place, Suite 202
Rocky Hill, Connecticut 06067

AGREEMENT FOR DISPOSAL OF MUNICIPAL SOLID WASTE

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- EXHIBIT G: OPM Form 1

AGREEMENT FOR DISPOSAL OF MSW

This AGREEMENT FOR DISPOSAL OF MUNICIPAL SOLID WASTE (this "Agreement") is made and entered into as of the 1st day of July, 2022 (the "Commencement Date"), by and between the **MATERIALS INNOVATION AND RECYCLING 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 **COVANTA SUSTAINABLE SOLUTIONS, LLC**, having its principal offices at 445 South Street, Morristown, NJ 07960 (hereinafter "**Contractor**").

RECITALS

WHEREAS, MIRA was established pursuant to Public Act 14-94 and Chapter 446e of the Connecticut General Statutes as a successor authority to the Connecticut Resources Recovery Authority for the performance of an essential public and governmental function; specifically, the provision of solid waste management services and the recovery of resources from solid waste ("Enabling Legislation"); and

WHEREAS, Pursuant to its Enabling Legislation, MIRA has the responsibility and the authority to plan, design, construct, finance, manage, own, operate and maintain solid waste disposal, volume reduction, recycling, intermediate processing, resource recovery and related support facilities necessary to carry out the State's Solid Waste Management Plan, and as such, has MSW that requires disposal; and

WHEREAS, Contractor has expertise in the disposal of MSW; and

WHEREAS MIRA now desires to enter into this Agreement in order to have Contractor perform disposal work for certain MSW defined and identified herein.

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

Capitalized terms used in this Agreement and not otherwise defined shall have the meanings as set forth in **Exhibit A** of this Agreement.

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;

- (b) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Commencement Date;
- (d) The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection;
- (e) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (f) All references to agreements are references to the agreements as the provisions thereof exist now or may be amended, modified or waived from time to time;
- (g) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms or provisions of this Agreement; and
- (h) All Exhibits to this Agreement are incorporated into the body of this Agreement as part hereof.

1.3

Covenants and Representations.

1.3.1 Covenants and Representations of Contractor.

Contractor represents, warrants and covenants to MIRA that:

- (a) Contractor is a limited liability company duly organized and validly existing in good standing in the jurisdiction of its formation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Contractor to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Contractor.
- (b) Contractor has full power, authority and legal right to enter into and perform its obligations hereunder, and the execution and delivery of this Agreement by Contractor, and the performance of all its obligations under this Agreement have been authorized by all required actions of Contractor, all as required by the charter, by-laws and applicable laws that regulate the conduct of Contractor's affairs.
- (c) The execution and delivery of this Agreement by Contractor and the performance of all its obligations set forth herein do not conflict with and will not, nor with the pas-

sage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of Contractor or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Contractor is a party or by which Contractor is bound (except where the same would not have a material adverse effect on Contractor's ability to perform the Work hereunder).

- (d) This Agreement has been duly executed and delivered by Contractor and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.
- (e) Contractor is not currently in breach of or in default under any Applicable Laws that would materially adversely affect Contractor's ability to perform the Work hereunder, and Contractor has obtained all required Permits, approvals, and registrations necessary for the disposal of the MSW.
- (f) The Designated Facilities are in material compliance with all Applicable Laws that pertain to the ownership, design, construction and continued operation of such Designated Facilities (except where the same would not have a material adverse effect on Contractor's ability to perform the Work hereunder).
- (g) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority pending or threatened against Contractor from which an unfavorable decision, ruling or finding would materially and adversely affect or enjoin the performance by Contractor of its obligations to perform the Work hereunder or the other transactions contemplated hereby, or that in any way would materially adversely affect the validity or enforceability of this Agreement, Contractor's financial condition, or any other agreement or instrument entered into by Contractor in connection with the Work or other transactions contemplated hereby.
- (h) Contractor is capable of and shall diligently (1) defend itself against any and all actions and causes of action pending (or threatened) against it that would, irrespective of the merits thereof, materially adversely affect the ability of Contractor to perform the Work and its obligations and observe its covenants and representations hereunder, and (2) prosecute any and all claims, which if waived or permitted to lapse, would materially adversely affect the ability of Contractor to perform the Work and its obligations and observe its covenants and representations hereunder; provided, however, that Contractor shall, upon MIRA's request, provide to MIRA notice of all such actions, causes of action and claims..
- (i) Contractor represents that it has, by careful examination, satisfied itself as to the nature, scope, and location of the MSW, the Designated Facilities and of the Work to be performed under this Agreement; the general and local conditions; the availability of

labor, equipment and materials; the Applicable Laws relating to Contractor's performance of the Work under this Agreement; and other matters which may affect Contractor's performance of the Work under this Agreement. Having made such examinations essential to an understanding of the Work and the difficulties which may be encountered, Contractor represents that it has the necessary skill and expertise to accomplish the Work under this Agreement.

- (j) Contractor agrees that, pursuant to Conn. Gen. Stat. § 22a-270 (as the same may be amended or superseded from time to time) MIRA is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Contractor also agrees that, pursuant to Conn. Gen. Stat. § 12-412(92) (as the same may be amended or superseded from time to time), "*[t]he sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any project of [MIRA] . . . whether such purchases are made directly by MIRA or are reimbursed by MIRA to the lessee or Facility Operator of such project*" is not subject to Connecticut Sales and Use Taxes. Accordingly, Contractor shall not charge MIRA any State of Connecticut taxes or assessments at any time in connection with Contractor's performance of this Agreement, nor shall Contractor include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to MIRA hereunder. The obligations of Contractor contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Contractor represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to MIRA in any request for proposal or other submittal or proposal to MIRA in connection with this Agreement.
- (k) Affiliates of Contractor own and/or operate the Designated Facilities. Contractor will ensure that the Designated Facilities have full Governmental Approval and Permits for the lawful operation of the Designated Facilities and shall continue to maintain such Governmental Approvals and Permits, including any Beneficial Use Determination (BUDs) required for its performance of Work hereunder, through the Term of this Agreement. Contractor agrees not to sell, assign or otherwise transfer its enforceable rights to use the Designated Facilities without the prior written consent of MIRA (not to be unreasonably withheld or delayed).
- (l) The Designated Facilities have sufficient capacity for the disposal of MSW as described in Section 2.1 of this Agreement for the entire Term hereof and Contractor shall, during the Term of this Agreement, maintain sufficient capacity at the Designated Facilities for such disposal of MSW.
- (m) Intentionally omitted.
- (n) Intentionally omitted.

- (o) During the Term of this Agreement, Contractor shall own or cause others to own, operate and maintain, at all times, the equipment necessary to perform the Work under this Agreement at the Designated Facilities and in compliance with all Applicable Laws and shall take all actions necessary to maintain all permits, licenses and approvals necessary to perform the Work under this Agreement.
- (p) Intentionally omitted.
- (q) Upon request by MIRA, Contractor shall provide, or cause MIRA to be provided, with copies of any notice Contractor receives concerning the revocation of any Permits, including BUDs, the denial of any subsequently required Permits, or non-compliance of a Designated Facility with the requirements of Applicable Law. In addition, and upon request by MIRA, Contractor shall provide or cause MIRA to be provided with true, correct and complete copies of any written notice of substantial non-compliance issued by any Governmental Authority.
- (r) The Designated Facilities are properly permitted by Governmental Authority to accept the MSW. Contractor shall provide copies of all such permits, licenses or approvals and evidence that Contractor is in good standing upon MIRA's request.
- (s) The Designated Facilities are not in the National Priorities List, CERCLIS or any similar list established or maintained by any state Governmental Authority nor has the owner or operator thereof been notified that the Designated Facilities are subject to investigation for inclusion on any such list by any applicable Governmental Authority.
- (t) Intentionally omitted.
- (u) Upon request by MIRA, Contractor shall provide MIRA with notice of any violations, citations, suits, regulatory proceedings, or prosecutions, received by or commenced against the Contractor, its employees, or its Subcontractors in connection with the performance of the Work.
- (v) Upon request by MIRA, Contractor shall provide MIRA with notice of any notices of violations, orders, warnings, letters of noncompliance from any Governmental Authority, violations, citations, suits, regulatory proceedings, claims, or prosecutions, received by or commenced against the Contractor in connection with the ownership and operation of the Designated Facilities.
- (w) Intentionally omitted.
- (x) Intentionally omitted.
- (y) Intentionally omitted.
- (z) Contractor shall be responsible for the prompt payment of any and all fines, penalties,

or other monetary violations associated with the Work provided under this Agreement.

- (aa) Intentionally omitted.
- (bb) Intentionally omitted.
- (cc) Intentionally omitted.
- (dd) Contractor represents and warrants that it is aware of and understands the hazards which are presented to persons, property, and the environment in the performance of disposal of the MSW as described in this Agreement.

1.3.2 Covenants and Representations of MIRA.

MIRA represents, warrants and covenants to Contractor that:

- (a) MIRA is duly organized and validly existing in good standing under the laws of the State of Connecticut and is duly qualified and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.
- (b) The execution, delivery and performance of this Agreement by MIRA (1) has been duly authorized by the governing body of MIRA, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to MIRA or any provisions of MIRA's charter, by-laws or resolutions.
- (c) The execution and delivery of this Agreement by MIRA, and the performance of all its obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of MIRA or any agreement, indenture, mortgage, trust, contract, permit or instrument to which MIRA is a party or by which MIRA is bound. This Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of MIRA, enforceable against MIRA in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.
- (d) There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Authority, pending or, to the knowledge of MIRA, threatened against MIRA that in any way would materially and adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by MIRA in connection with the transaction contemplated hereby.

- (e) Although Contractor is solely responsible for obtaining all Permits, including BUDs required to effectuate the performance of its obligations under this Agreement, MIRA shall cooperate with Contractor in all reasonable respects, with no cost or liability to MIRA, to procure and maintain any Permits that shall be necessary for Contractor to perform its obligations under the terms of this Agreement.
- (f) MIRA or MIRA's Transporter(s) has all permits, approvals and licenses issued by any Governmental Authority that are necessary or required to haul, transport, process and / or ship the MSW to the Designated Facilities.
- (g) MIRA shall transport or enter into agreements to transport all MSW for which it makes Commitments specified in Section 2.1, for which transportation MIRA is responsible for enforcing the provisions of Section 2.3 hereof.

2. COMMITMENT AND WORK

2.1 MIRA Commitment to deliver MSW

(a) Annual MIRA Commitment

Except as specified in 2.1(b) below upon the Commencement Date, MIRA shall deliver or cause to be delivered to the Designated Facilities, 40,000 Tons of MSW per Contract Year in accordance with the terms of this Agreement (the "Commitment"), which MSW shall be accepted for disposal by Contractor in accordance with 2.2 hereof and for which MIRA shall compensate Contractor for the Work pursuant to the provisions of Article 3 hereof. MIRA shall deliver such MSW approximately ratable throughout each Contract Year. However, if MIRA fails to deliver 40,000 Tons of MSW in any Contract Year, except as specified in 2.1(b) below, MIRA shall pay Contractor \$50.00 per Ton for each Ton it is short of the 40,000 Ton commitment as liquidated damages. Any shortfall fees paid by MIRA in accordance with Section 3.1 hereof shall be deducted from any such annual liquidated damages specified in this Section 2.1. The parties agree that the actual harm to Contractor of such breach by MIRA is difficult to determine and that the liquidated damages in Section 2.1 and shortfall fees in Section 3.1 are a reasonable alternative to trying to calculate such harm and are not a penalty.

(b) Transition Period

The period July 1, 2022 through August 31, 2022 shall be a "Transition Period" where MIRA shall deliver to the Designated Facilities, and Contractor shall accept for disposal MSW in accordance with 2.2 hereof. If, in any month during the Transition Period (each a "Transition Period Month"), MIRA fails to deliver at least 2,300 tons of MSW, then MIRA shall pay Contractor the transitional shortfall fees specified in table 2.1 (b) for each Ton it is short per month in lieu of the liquidated damages specified in Section 2.1(a) and the shortfall fees specified in Section 3.1 hereof. All other per-ton prices specified in Section 3.1 hereof shall be in effect during the Transition Period except for the shortfall payment if MIRA deliveries are less than 2,300 tons. The First Contract Year ("First Contract Year") will begin upon the conclusion of the Transition Period and will conclude on June 30, 2023. The Commitment as specified in 2.1(a)

for the First Contract Year will be prorated to 33,333 Tons so as not to include any Transition Period Month. Following the Transition Period and beginning with the first Contract Year, all liquidated damages specified in Section 2.1 (a) and shortfall fees specified in Section 3.1 hereof shall apply thereafter for the remainder of the Term.

Table 2.1(b)

Transition Period Month	Shortfall payment if MIRA delivers less than 2,300 Tons during this Transitional Period Month (in lieu of the provisions of Section 3.1)
July 2022	\$5/Ton
August 2022	\$10/Ton

2.2 Contractor’s Acceptance and Disposal Work

Upon the Commencement Date, Contractor shall accept and dispose of the MSW delivered to the Designated Facilities as described in Section 2.1 hereof and in accordance with the terms of this Agreement (the “Work”) and shall be compensated for such Work pursuant to the provisions of Article 3 hereof. The Work shall be conducted in accordance with Exhibit C attached hereto and made a part hereof which specify the capacity and pricing of disposal services to be provided, and the acceptable Designated Facilities to be used. Contractor guarantees sufficient capacity for the Commitment at the Designated Facilities listed in Exhibit C.

Contractor may reject any and all waste which is not MSW. Contractor may inspect random material on incoming waste vehicles. Contractor shall have no obligation to accept title to or process waste that is not MSW. If any waste arrives at the Designated Facility that is not MSW, Contractor shall instruct MIRA to pick up, transport and dispose of such waste at MIRA’s expense. In the event that Contractor subsequently determines that any waste accepted from MIRA is not MSW, then Contractor may revoke its acceptance of such waste, so long as the waste has not been combined with any other materials by Contractor, and manage such waste as outlined in this paragraph. IF MIRA DELIVERS ANY WASTE THAT IS NOT MSW, MIRA SHALL INDEMNIFY CONTRACTOR FOR ALL LOSSES, COSTS, AND DAMAGES (INCLUDING ATTORNEY’S FEES AND COSTS) ARISING THEREFROM.

2.3 MIRA Transportation of MSW

To fulfill its Commitment pursuant to Section 2.1 hereof, MIRA shall enter into agreements with one or more transporters (each a “MIRA Transporter”). In all such agreements with MIRA Transporter’s, MIRA shall make all reasonable efforts to ensure:

- (a) Any vehicles used by MIRA’s Transporter shall be drip-proof and covered throughout the entire trip to the Designated Disposal Facility. The cover shall enclose the entire length and width of the body of the vehicle and shall ensure that no MSW or dust emanates from or under the cover;

- (b) MIRA's Transporter shall maintain all vehicles used to transport MSW pursuant to this Agreement in good condition and working order when they arrive at the Designated Disposal Facility
- (c) MIRA's Transporter shall transport MSW pursuant to MIRA's Commitment in Section 2.1 to the Designated Facilities (as directed by Contractor) during the hours of 5 am to 5 pm Monday through Friday and 7 am to noon Saturday, excluding Designated Facilities holidays; provided however that Contractor may change these delivery times upon 24 hours' email notice. MIRA shall have a continuing obligation to protect against spillage or leakage of the MSW from MIRA's delivery vehicles at all times during the transportation and delivery to the Designated Facilities.
- (d) The motor vehicles MIRA utilizes for transportation under this Agreement are not and will not be in violation of any Connecticut Department of Motor Vehicles or Federal Motor Carrier Safety Administration safety regulations.
- (e) MIRA shall cause all of its vehicles used to perform transportation under this Agreement to comply with all Applicable Laws and to perform safety and maintenance inspections to ensure that all vehicles are safe to operate and maintained in good working order, including frequent inspections of brakes and equipment necessary to safely secure trailers to vehicles.
- (f) Each motor vehicle utilized for this Agreement shall be in full compliance with all the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, as they may be amended, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
- (g) Each individual who uses or operates a motor vehicle at any time in the performance of this Agreement shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. The license shall be in valid status, and shall not be expired, suspended or revoked by the Connecticut Department of Motor Vehicles or other applicable jurisdiction for any reason or any cause.
- (h) Each motor vehicle used in the performance of this Agreement is duly registered with the Connecticut Department of Motor Vehicles in accordance with all applicable Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by the Connecticut Department of Motor Vehicles for any reason or cause. If such motor vehicles are not registered with the Connecticut Department of Motor Vehicles, then it shall be duly registered with another state or commonwealth in accordance with such state's or commonwealth's applicable statutes. Each such registration shall be in

valid status, and shall not be expired, suspended or revoked by such state or commonwealth for any reason or cause.

2.4 Contractor personnel

Contractor shall provide all personnel necessary to properly perform the Work. All Contractor personnel shall be properly trained, over the age of eighteen (18) and equipped with the requisite safety equipment and licensed to perform the assigned Work. All personnel used by Contractor shall be competent and skilled in the performance of the duties to which they are assigned and shall comply with all Applicable Laws and Permits.

2.5 Performance of Work

Contractor warrants that the Work shall be performed in accordance with good industry standards, all Applicable Laws, and the terms of this Agreement.

2.6 Commencement of Work.

Contractor shall commence performing the Work in accordance with the terms of this Agreement on the Commencement Date.

2.7 MIRA's Inspection Rights.

Upon reasonable notice, MIRA shall have the right at all times during Contractor's performance of Work to inspect and observe Contractor's performance of the Work hereunder.

2.8 Contractor Cooperation.

Contractor shall perform all the Work in cooperation with MIRA and all MIRA contractors and/or agents. Such cooperation shall include, but not be limited to, routine reporting, and communications with MIRA and other parties. Such cooperation shall also involve scheduling of staff and Work hereunder, without limitation. Under no circumstances shall either party speak to or otherwise communicate with the press or any other media regarding the Work under this Agreement without the consent of the other party.

2.9 Title to MSW

At the Designated Facilities, title to the MSW shall pass to Contractor upon unloading, inspection and acceptance of MSW; provided, however that title to any waste or material that is not MSW shall never pass to Contractor.

2.10 Delivery Confirmation.

Contractor shall issue a scale weight ticket at the Designated Facilities for each load of MSW delivered by MIRA.

All scales used at the Designated Facilities shall at least annually be certified as accurate in accordance with the standards set by Applicable Laws.

2.11 Notice of Change in Designated Facility

Contractor shall immediately provide MIRA with written notice of any change or changes in a Designated Facilities or the operations thereof that might affect the performance of the Work. Contractor shall, upon request, notify MIRA of any notice, claim, letter of non-compliance, potential violation or suit or proceeding received from any Governmental Authority, adjacent property owner, citizen suit, third party or any Person relating to a Designated Facility.

2.12 Process for Designating a New Designated Facility

Contractor may provide MIRA with a written list of alternative landfills that are at a minimum Subtitle D permitted landfills, or other disposal facilities that can accept the MSW pursuant to an applicable solid waste permit. Upon written approval by MIRA, such alternative landfill or other disposal or processing facility shall be including with the definition of Designated Facilities under this Agreement, listed in Exhibit C, and MSW may be disposed thereto.

2.13 Inspection Rights

(a) Subject to execution of a confidentiality agreement, MIRA may, at its option and upon reasonable notice and during normal operating hours, inspect the condition of and manner of operations at the Designated Facilities, and review Permits, permit applications and operating plans for the Designated Facilities. Contractor acknowledges that MIRA shall have no obligation to conduct such inspections and reviews, and that MIRA's failure to do so shall in no event constitute a waiver of Contractor's responsibility to comply with all Applicable Laws.

(b) In the event that MIRA, in the course of its inspection and review conducted under Section 2.18(a), discovers any violation by Contractor or any of its employees, subcontractors, or agents of any provision in this Agreement or any Applicable Laws, MIRA shall first provide Contractor with immediate notice of such violation and Contractor shall be wholly responsible for making any other required notifications pursuant to Applicable Law, including to Governmental Authorities. Contractor shall have the opportunity to cure such violation in accordance with Applicable Laws and the terms of Section 9.2 hereof.

2.14 Authorized Subcontracting

Contractor shall not subcontract any portion of the Work without the prior written approval of MIRA.

3. DISPOSAL FEE

In consideration of the Work to be provided by Contractor hereunder, Contractor shall be paid the Disposal Fees monthly in arrears as determined in accordance with the provisions of this Article 3.

3.1 Calculation of Disposal Fees

Beginning on the Commencement Date, except as specified in Section 2.1 hereof, the Disposal Fees shall be calculated each month as follows:

- If MIRA delivers less than 2,300 Tons in a month, the Disposal Fees shall be \$95.00 per Ton for each Ton of MSW MIRA delivers to Covanta SECONN or Covanta Bristol, \$90.00 per Ton for each Ton of MSW MIRA delivers to Covanta SEMASS, and \$10.00 per Ton for each Ton MIRA is short of 2,300 tons;
- If MIRA delivers between 2,300 Tons and 3,400 Tons of MSW in a month, the Disposal Fees shall be \$95.00 per Ton for each Ton of MSW MIRA delivers to Covanta SECONN or Covanta Bristol, and \$90.00 per Ton for each Ton of MSW MIRA delivers to Covanta SEMASS;
- If MIRA delivers between 3,400 and 4,000 Tons of MSW in a month, the Disposal Fees for the first 3,400 Tons shall be \$95.00 per Ton for each Ton of MSW MIRA delivers to Covanta SECONN or Covanta Bristol and \$90.00 per Ton for each Ton of MSW MIRA delivers to Covanta SEMASS; and the Disposal Fees for each Ton in excess of 3,400 shall be \$105.00 per Ton.; and
- At Covanta's sole discretion, MIRA may deliver more than 4,000 Tons of MSW in a month, and in that event, the Disposal Fees shall be \$95.00 per Ton for the first 3,400 Tons, \$105.00 per Ton for Tons 3,401 through 4,000, and \$110.00 per Ton for each ton in excess of 4,000.

On July 1, 2023 and every July 1st thereafter that this Agreement is in effect, the Disposal Fees described in this Section 3.1 shall escalate by 4% over the preceding rates.

Contractor's compensation detailed in this Article 3 shall compensate Contractor for all Work provided under this Agreement, including but not limited to the cost of all labor, equipment, utilities, fuel, chemicals, materials, supplies, insurances and financial security instruments, permits and authorizations, and third-party services and equipment.

3.2 Adjustments

Contractor shall have the right to increase the Disposal Fees from time to time by the pro-rata amount (determined by relative tonnage of MSW delivered by MIRA to the Designated Facility and accepted by Contractor divided by the total tonnage of waste processed at the Designated Facility) of any increase in operating costs or capital costs of the Designated Facility as a result of a change in Applicable Laws. Any such increase shall be effective immediately upon written notice by Contractor to MIRA. In addition, MIRA shall pay its pro rata share (determined by

relative tonnage of MSW delivered by MIRA to the Designated Facility and accepted by Contractor divided by the total tonnage of waste processed at the Designated Facility) of all federal, state, local or other taxes, fees (including host fees), surcharges and other similar charges related to the acceptance or disposal of waste or the operations or activities of the Designated Facility that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit or otherwise after the Commencement Date.

3.3 Billing and Payments

On or before the fifteenth (15th) day of each month, Contractor shall provide MIRA with a statement reflecting its calculation of the Disposal Fee for the prior month's activity, hereinafter the "Monthly Statement". The Monthly Statement shall be in a form acceptable to MIRA and shall include the number of Tons of MSW disposed of at the Designated Facilities, Adjustments, and calculation of the Disposal Fees. The Monthly Statement shall include the Designated Facility weight tickets tabulated in a form reasonably acceptable to MIRA, and such other documentation reasonably requested by MIRA. MIRA shall review each Monthly Statement and provide any comments or Disputes within fifteen (15) days. MIRA shall pay Contractor the Disposal Fee within thirty (30) days of its receipt of such Monthly Statement. Amounts owed to Contractor after invoice due date shall accrue interest each day such invoice is not paid at the maximum rate permitted by applicable law.

3.4 Invoice Disputes

All loads of MSW shall be weighed upon entry at the Designated Facility and the scale weight tickets issued at the Designated Facility shall be reflected in the Monthly Statements submitted by Contractor.

In the event that MIRA reasonably disputes any aspect of the Monthly Statement submitted by Contractor, it shall state the reasons therefore in writing and provide any backup documentation and calculations to Contractor within fifteen (15) days of receipt of the Monthly Statement. The undisputed portion of such Monthly Statement shall be paid by MIRA to Contractor in the normal course pursuant to the provisions of Section 3.3 hereof. The parties will negotiate in good faith to resolve the disputed portion. If the Parties are unable to resolve the disputed portion within ninety (90) days of the date of such dispute, the provisions of Section 10.19 hereof shall apply.

3.5 Survival of Payment Obligations

All payment obligations of MIRA and Contractor under this Agreement shall survive the cancellation, expiration, interruption or termination of this Agreement.

3.6 Sales and Use Tax Exemption Payment Obligations

Pursuant to Section 12-412 (88) of the Connecticut General Statutes, the provision of Work under this Agreement is exempt from the payment of sales and use tax under Section 22a-270 of the Connecticut General Statutes, and the Disposal Fee provided for in this Agreement do not

include any such tax. MIRA shall provide Contractor with a properly completed Connecticut Form CERT-131.

Pursuant to Section 22a-270 of the Connecticut General Statutes, MIRA is exempt from all State of Connecticut taxes and assessments (“Connecticut Taxes”) and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any work or tangible personal property to be incorporated into or otherwise consumed in the operation of a MIRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in any fee, and Contractor shall not charge or pass through any Connecticut Taxes to MIRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Contractor has incurred any Connecticut State Taxes in its performance of the Agreement.

MIRA expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Work contemplated by this Agreement.

Contractor should consult with its tax advisor or its attorney, and the Connecticut Department of Revenue Services (DRS) and any other applicable tax authority, with regard to such tax authorities’ policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Work under this Agreement and whether or not there is a mechanism available to Contractor for the reimbursement of taxes, including without limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Work under this Agreement.

4. TERM

4.1 Term

The term of this Agreement (“Term”) shall begin on the Commencement Date and shall terminate on June 30, 2027.

5. INDEMNIFICATION

5.1 Contractor Indemnity.

Contractor shall at all times protect, defend, indemnify and hold harmless MIRA and its board of directors, officers, agents and employees from and against any and all liabilities, actions, claims, damages, losses, judgments, workers’ compensation payments, costs and expenses (including but not limited to attorneys’ fees) arising out of injuries to persons (including death), damage to property or other damages sustained by: (a) MIRA or any of its directors, officers, agents or employees, or (b) Contractor or any of its directors, officers, employees, agents or sub-

contractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, employees, agents or subcontractors. Contractor further undertakes to reimburse MIRA for damage to property of MIRA caused by Contractor or any of its directors, officers, employees, agents or subcontractors.

Contractor shall be liable for, and indemnify MIRA for, any environmental contamination or violations of any Environmental Laws caused by or resulting from the performance of the Work provided for in this Agreement by Contractor or its agents. The existence of insurance shall in no way limit the scope of indemnification under this section.

5.2 MIRA Indemnity

MIRA, to the extent permitted by law, shall at all times protect, defend, indemnify and hold harmless Contractor and its board of directors, officers, agents and employees from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to persons (including death), damage to property or other damages sustained by: (a) MIRA or any of its directors, officers, agents or employees, or (b) Contractor or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of MIRA or any of its directors, officers, employees, agents or subcontractors;. MIRA further undertakes, to the extent it is permitted by law, to reimburse Contractor for damage to property of Contractor caused by MIRA or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of indemnification under this section.

MIRA shall be liable for, and indemnify Contractor for, any environmental contamination or violations of any Environmental Laws caused by or resulting from the delivery of MSW by MIRA or its agents per MIRA's Commitment (as Specified in Section 2.1 of the Agreement). The existence of insurance shall in no way limit the scope of indemnification under this section.

5.3 No liability for consequential damages.

Neither party shall be liable to the other for any special, incidental or consequential damages, whether arising in contract, tort, strict liability, or in any other cause of action whatsoever.

5.4 Scope.

For purposes of Subsections 5.1, 5.2 and 5.3 above, (i) the term Contractor shall mean and include Contractor, and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners, and (ii) the term MIRA shall mean and include MIRA, , and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners.

5.5 Survival.

The indemnities contained in this Section 5 of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

6. INSURANCE

6.1 Insurance

At all times during the Term of this Agreement, Contractor shall, at its sole cost and expense, procure and maintain the insurance coverages described below for claims which may arise from or in connection with the Work performed by the Contractor and those for whom they are legally responsible.

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability insurance as specified by the most recent version of ISO Form Number CG 001 (occurrence) or its equivalent.
2. Workers' Compensation insurance as required by all states in which the Work is being done and Employer's Liability insurance.
3. The Contractor must furnish a certificate of insurance for Pollution Legal Liability with coverage for:
 - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - c. defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
 - d. For losses that arise from the insured facility (a Designated Facility), Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

6.2 Minimum Limits of Insurance

Contractor shall maintain the following limits of liability for the insurance described above

1. Commercial General Liability:
 - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage.
 - b. \$2,000,000 General Aggregate
 - c. \$1,000,000 Products & Completed Operations Aggregate
 - d. \$1,000,000 Personal & Advertising Injury
2. Workers' Compensation: Statutory limits.
3. Employer's Liability:
 - a. \$1,000,000 Each Accident
 - b. \$1,000,000 Disease – Policy Limit
 - c. \$1,000,000 Disease – Each Employee
4. Excess/Umbrella Liability:
 - a. \$10,000,000 Each Occurrence/Aggregate; schedule the General Liability, Automobile Liability, and Employers Liability and follow form with the underlying terms.
5. Disposal Facility's Pollution Liability: Contractor must demonstrate coverage of \$25,000,000 per loss/aggregate.
6. Contractor's Property Insurance covering 100% the replacement cost value of Contractor's equipment.

(a) Deductibles, Self-insured Retentions and Uninsured Losses

The Contractor shall be responsible for payment of all deductibles and self-insured retentions on any of the insurance policies required under this Agreement. The Contractor is also responsible for the payment of all losses arising out of its performance of the Work that may not be covered by the insurance policies required under this Agreement.

(b) Other Insurance Provisions

All policies required under this Agreement shall contain the following provisions:

1. MIRA, and their respective subsidiaries, officials and employees are to be included as additional insureds on a primary and non-contributing basis on the following insurance policies purchased by the Contractor:
 - a. Commercial General Liability
 - b. Contractor's Pollution Liability
2. The Contractor agrees to notify MIRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required under this Agreement. Notice of cancellation or change in coverage shall be provided to MIRA's Risk Manager by fax to

860-757-7740, or by e-mail to riskmanager@ctmira.org, or by correspondence to MIRA, 200 Corporate Place, Rocky Hill, Connecticut 06067.

3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) Acceptability of Insurance

Insurance is to be placed with insurers with current A.M. Best ratings of not less than A- VIII, and be lawfully authorized to conduct business in the state(s) or jurisdiction(s) where the Work is being performed, unless otherwise approved by MIRA.

(d) Verification of Coverage

Contractor shall furnish MIRA with a Certificate of Insurance evidencing the coverages required under this Agreement. All certificates are to be received and approved by MIRA before the Work commences. Contractor shall provide new Certificates of Insurance upon renewal, replacement or addition of any insurance required under this Agreement.

7. PERFORMANCE SECURITY

Contractor shall have the option to procure and maintain in full force and effect, at its own cost and expense, throughout the Term of this Agreement and any extension thereof, either a payment letter of credit (the "Payment Letter Of Credit") or a performance bond (the "Bond") in the full amount of one million three hundred thousand dollars (\$1,300,000). Such Payment Letter Of Credit shall be in and drawn on the forms set forth in Exhibit E attached hereto and made a part hereof and such Bond shall be in one of the forms set forth in Exhibit E and shall be issued and executed by a surety acceptable to MIRA.

7.1 Payment Letter of Credit

- (1) Submission of Security. Within ten (10) days after MIRA issues the Notice of Award, Contractor shall furnish MIRA with the Payment Letter Of Credit.
- (2) Specific Requirements –Payment Letter of Credit. The Payment Letter Of Credit required hereunder shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration date of the Payment Letter Of Credit, Contractor notifies MIRA by registered mail that the issuer of the Payment Letter Of Credit elects not to renew such Payment Letter Of Credit. If the issuer of the Payment Letter Of Credit furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the issuer elects not to renew the Payment Letter Of Credit due to no fault of Contractor, Contractor shall immediately substitute another letter of credit, subject to the requirements set forth in this Section 7.1.

- (3) Failure to Maintain the Security. Failure to maintain or renew the Payment Letter Of Credit under the aforesaid terms shall constitute a default by Contractor of this Agreement.
- (4) Exercise of Rights and Remedies. In the event Contractor fails to perform any of its obligations under this Agreement, MIRA shall have the right, in addition to all other rights and remedies available to MIRA hereunder or otherwise, to exercise any or all of MIRA's rights and remedies under the Payment Letter Of Credit.
- (5) Issuing Companies. The Payment Letter Of Credit shall be issued and executed by a Connecticut Bank or by a national banking association acceptable to MIRA.

7.2 Bond.

Contractor shall maintain the Bond in full force and effect during the Term of this Agreement. The Bond shall be automatically renewed by Contractor on an annual basis, unless not later than sixty (60) days prior to the then current expiration date of the Bond, Contractor notifies MIRA by registered mail that the surety of the Bond elects not to renew such Bond. Neither non-renewal by the Surety, nor the failure or inability of the Contractor to file a re-placement bond in the event of non-renewal shall itself constitute a loss to MIRA recoverable under this bond or any renewal or continuation thereof. If the surety on the Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Bond due to no fault of Contractor, Contractor shall immediately substitute another bond and surety, subject to the requirements set forth in this Section 7.2. In the event Contractor fails to perform any of its obligations under this Agreement, MIRA shall have the right, in addition to all other rights and remedies available to MIRA hereunder or otherwise, to exercise any or all of MIRA's rights and remedies under the Bond.

8. UNCONTROLLABLE CIRCUMSTANCES

8.1 General.

In the event either party is rendered unable, wholly or in part, by an Uncontrollable Circumstance, to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such an Uncontrollable Circumstance and to the extent that such party is using its commercially reasonable efforts to mitigate damages caused by such Uncontrollable Circumstance and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused by the Uncontrollable Circumstance but for no longer period. In the event that either party is unable to perform due to an Uncontrollable Circumstance for a period of ninety (90) days or more, the other party may terminate this Agreement in accordance with Section 9.2 hereof.

8.2 Notice of Uncontrollable Circumstances.

Either party shall notify the other by telephone on or as soon as possible after the date of experiencing an Uncontrollable Circumstance, followed as soon as practicable by a written notice of:

- (a) the Uncontrollable Circumstance and cause(s) thereof (if known);
- (b) its estimated duration and impact, if any, on the performance of any obligations under this Agreement;
- (c) the measures being taken to remove or mitigate the effect of such Uncontrollable Circumstance.

Additionally, such party shall provide prompt written notice to the other of the cessation or avoidance of such Uncontrollable Circumstance.

9. DEFAULT AND TERMINATION; REMEDIES

9.1 Default/Termination.

If either party fails to perform any material obligation under this Agreement or breaches any material warranty under this Agreement, and if such failure or such breach continues for more than 30 days after the non-breaching party gives the breaching party written notice thereof, then in addition to any rights or remedies the non-breaching party may have at law or in equity, such party may terminate this Agreement by giving written notice of termination to the breaching party and recover any damages occasioned by such failure or breach. Any obligation of either party for the payment of money which arose prior to the date of termination shall survive termination.

9.2 Intentionally omitted.

9.3 Compliance with Laws/Safety Rules.

Each party agrees that in the performance of its respective obligations hereunder, it will qualify under, and comply with any and all Applicable Laws now in force and which may hereafter, during the Term of this Agreement, be passed and become effective, applicable to it and its employees performing said obligations. MIRA agrees to comply with the hauler safety requirements contained in Appendix D.

10. MISCELLANEOUS

10.1 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof, and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

10.2 Counterparts

This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

10.3 Governing Law

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

10.4 Assignment

This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party or such assignment shall be void.

10.5 No Waiver

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this Agreement shall affect the right of MIRA or Contractor thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

10.6 Modification

This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this Agreement unless this Agreement is formally amended, modified or supplemented.

10.7 Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return receipt requested postage prepaid or overnight express mail service to the pertinent address below.

(a) If to MIRA:

MATERIALS INNOVATION AND RECYCLING AUTHORITY
200 Corporate Place, Suite 202
Rocky Hill, Connecticut 06067
Attention: Director of Operations and Environmental Affairs

With a copy to:

MATERIALS INNOVATION AND RECYCLING AUTHORITY
200 Corporate Place, Suite 202
Rocky Hill, Connecticut 06067
Attention: President

(b) If to Contractor:

COVANTA SUSTAINABLE SOLUTIONS, LLC
445 South Street
Morristown, NJ 07960
Attention: Executive Vice President

With a copy to:

COVANTA SUSTAINABLE SOLUTIONS, LLC
445 South Street
Morristown, NJ 07960
Attention: General Counsel

10.7.1 Routine Notices.

Except when expressly required by this Agreement to be in writing, routine communications and advisories relating to day-to-day operations of the parties may be given orally or in writing, but need not be in the form of a formal written notice to be operative.

10.7.2 Emergency Notification.

Contractor shall, upon request, notify MIRA of the occurrence of a property lien, spill, fire, explosion or other emergency or accident requiring notification of any governmental entity, and Contractor shall be responsible for complying with all applicable Legal Requirements concerning notification with respect to such event. Contractor shall notify MIRA immediately of the occurrence of a notice of violation or other regulatory action arising out of this Agreement. Such notification shall be made formally by written notice to MIRA indicating the nature of any action affecting this Agreement and describing all corrective and remedial action undertaken or planned.

10.8 Binding Effect

This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

10.9 Severability

MIRA and Contractor hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

10.10 Contractor's Employees.

All persons employed by Contractor shall be solely subject to the direction of and responsible to Contractor and shall not be deemed to be employees of MIRA. All personnel used by Contractor shall comply with all Applicable Laws.

10.11 Withholding Taxes and Other Payments.

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by MIRA with respect to Contractor, nor be withheld from payment to Contractor by MIRA. No workers' compensation insurance has been or will be obtained by MIRA on account of the Work to be performed hereunder by Contractor, or its employees, agents, subcontractors or materialmen. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described in this Section 10.14, and Contractor hereby agrees to indemnify and hold MIRA harmless against any and all such taxes, insurance and payments or other payments which MIRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent contractor.

10.12 Relationship of the Parties.

Nothing in this Agreement shall be deemed to constitute any party a partner, agent or legal representative of the other party or to create any employment, agency or fiduciary relationship between the parties.

10.13 Large State Government Contracts.

If Contractor is a large state contractor, Contractor shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. "Large state contract" and "Large state contractor" shall have the same meanings as set forth in Section 4-61dd(g) of the Connecticut General Statutes, as may be revised. Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

10.14 Whistleblower Protection

If any officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of *Connecticut General Statutes* Section 4-61dd, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and direct offense. The Contractor shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of *Connecticut General Statutes* Section 4-61dd relating to large state Contractors.

10.15 Disputes/Forum Selection/Choice of Law.

Any and all claims and controversies arising out of or under this Agreement or a breach thereof shall first be attempted to be resolved by good faith negotiation between MIRA and Contractor. In the event such claims or controversies cannot be resolved by negotiation between MIRA and Contractor, MIRA and Contractor may commence a legal proceeding in any court of law having jurisdiction located in Hartford County, Connecticut. Furthermore, such legal proceeding shall be governed by the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

During any legal proceeding that may be initiated hereunder, MIRA and Contractor shall continue to perform their respective obligations under this Agreement.

10.16 Agent for Service.

Contractor irrevocably: (a) agrees that any suit, action or other legal proceeding arising out of this Agreement must be brought in the courts of record of the State of Connecticut or the courts of the United States located within the State of Connecticut; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts. During the Term of this Agreement Contractor designates The Secretary of State for the State of Connecticut, whose business address is 30 Trinity Street, Hartford, Connecticut 06106, as its agent (the "Agent") to accept and acknowledge on Contractor's behalf service of any and all process in any such suit, action or proceeding brought in any such court, and Contractor agrees and consents that any such service of process upon Agent shall be taken and held to be valid personal service upon Contractor whether or not Contractor shall then be doing, or at any time shall have done, business within the State of Connecticut and that any such service of process shall be of the same force and validity as if service were made upon Contractor according to the laws governing the validity and requirements of such service in the State of Connecticut, and Contractor waives all claims of error by reason of service on the Agent instead of Contractor. Agent shall not have any power or authority to enter any appearance or to file any pleadings in connection with any suit, action or other legal proceeding.

11. Representations and certifications

In signing this Agreement, the applicable signatories to this Agreement agree to the following representations and certifications set forth below.

11.1 Non-Discrimination

- a. For purposes of this Section, "Contractor", "contractor" and "Consultant" shall have the same meaning, "Contract", "contract" and "Agreement" shall have the same meaning and other otherwise undefined terms have the meaning ascribed to them in Connecticut General Statutes § 4a-60g.
- b. Pursuant to Connecticut General Statutes § 4a-60:
 1. The Contractor agrees and warrants that in the Performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents Performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take af-

firmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the "Commission");
 3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
 5. the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
 6. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- c. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General

Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

d. Pursuant to Connecticut General Statutes § 4a-60a:

1. The Contractor agrees and warrants that in the performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
2. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
3. the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes §46a-56; and
4. the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.

e. The Contractor shall include the provisions of subsection (d) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

f. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by initialing this nondiscrimination affirmation in the following box:

--

11.2 Small Business Application

At the request of MIRA and if Contractor qualifies, Contractor shall apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Business Enterprise (SBE) and/or Minority/Women/Disabled Person Business Enterprise (MBE) in accordance with *Connecticut General Statutes* Section 4a-60g.

11.3 Iran Energy Investment Certification.

a. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Consultant is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

11.4 Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor and its authorized signatory represents that Contractor: [select response below by initialing]

	has NOT entered into any consulting agreements in connection with this Agreement.
	has entered into consulting agreement(s) in connection with this Agreement, as described in the Consulting Agreement Representation attached hereto as Exhibit F .

The undersigned, being the person signing the Agreement, swears that the representation in this Section of the Agreement is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

For purposes of this Consulting Agreements Representation "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

11.5 Campaign Contribution And Solicitation Limitations

For all state contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, by signing this agreement, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf. The Contractor makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached hereto as **Exhibit G**.

11.6 Large State Contract Representation for Contractor.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, by signing this agreement, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

11.7 Summary of State Ethics Laws

Pursuant to the requirements of Section 1-101qq of the Connecticut General Statutes (a) MIRA has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes (<https://portal.ct.gov/-/media/Ethics/Guides/2021/Contractors-Guide-to-the-Code-of-Ethics-Rev-11-2021.pdf>), which summary is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement; (b) the Contractor represents that the chief executive officer or authorized signatory of the Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021 shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Agreement; and (each contract with a contractor, subcontractor or consultant shall incorporate such summary by reference as part of the contract terms.

11.8 MIRA Representation Concerning Gifts

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, in signing this agreement, the authorized signatory of MIRA represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

MATERIALS INNOVATION AND RECYCLING AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

COVANTA SUSTAINABLE SOLUTIONS, LLC

By: _____
Thomas D. Hickey
Its Vice President
Duly Authorized

[Signature page of Agreement for Disposal Of Municipal Solid Waste]

Exhibit A: Definitions

“Act of Bankruptcy” means that (a) Contractor shall have commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) Contractor shall have admitted in writing its inability generally, to pay its debts as such debts become due, (c) Contractor shall have made a general assignment for the benefit of creditors, (d) Contractor shall have been adjudicated a bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors, (e) Contractor shall have taken advantage of any insolvency law, or shall have submitted an answer admitting the material allegations of a petition in a bankruptcy or insolvency proceeding, (f) an order, judgment or decree for relief in respect of Contractor shall have been entered in an involuntary case, without the application, approval or consent of Contractor by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for Contractor or for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive days, (g) Contractor shall have filed a voluntary petition in bankruptcy, (h) Contractor shall have failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) days of the filing thereof, or (i) an order for relief shall have been entered against Contractor under the provisions of the United States Bankruptcy Act, 11 U.S.C.A. §301. For purposes of this definition, the term Contractor shall mean Contractor or Guarantor.

“Affiliate” means a Person that, directly or indirectly, controls or is controlled by, or is under common control with, Contractor.

“Agreement” means this Agreement for Disposal Of Municipal Solid Waste between MIRA and Contractor, together with **Exhibits A-G** (inclusive) attached hereto and made a part hereof and any written amendments, modifications or supplements hereto.

“Applicable Laws” means any statute, law, constitution, charter, ordinance, resolution, judgment, order, permits (including but not limited to the Permits), decree, rule, regulation, directive, interpretation, standard or similar binding authority, which has been or shall be enacted, promulgated, issued or enforced by any judicial or Governmental Authority having jurisdiction and which is applicable to the performance of Work hereunder.

“Commencement Date” means July 1, 2022.

“Commitment” has the meaning set forth in Section 2.1 of the Agreement.

“Contractor,” has the meaning set forth in the preamble of the Agreement.

“Contract Year” means the 12-month period beginning July 1st and ending June 30th.

“Designated Facility(ies)” means the SECONN energy-from-waste facility as the primary Designated Facility and the Bristol energy-from-waste facility and the SEMASS energy-from-waste as backup Designated Facilities as specified in Exhibit C. .

“Disposal Fees” shall have the meaning ascribed to it in Article 3 and Exhibit B of this Agreement.

“Environmental Claim” means any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent, decree, penalty, fine, lien, proceeding or claim arising (a) pursuant to, or in connection with, an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Substance, or (c) from any abatement, removal, remedial, corrective, or other response action in connection with a Hazardous Substance, Environmental Law or other order of a Governmental Authority, or (d) from any actual or alleged damage, injury, threat, or harm to health, safety, natural resources, or the environment.

“Environmental Law” means any current or future Legal Requirement pertaining to the pollution, contamination, protection, or remediation of the environment or the protection or restoration of natural resources and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., Solid Waste Disposal Act, as amended, 42 U.S.C. §§6901 et seq., Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq., Clean Air Act, 42 U.S.C. §§7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 et seq., Hazardous Materials Transportation Act, 49 U.S.C.A. §§ 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 et seq., National Environmental Policy Act of 1969, 42 U.S.C. §§4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) et seq., any similar, implementing or successor law, including, without limitation, laws enacted by the State of Connecticut or any other state, and any amendment thereto, and any, regulation, order or directive issued thereunder.

“First Contract Year” shall have the meaning ascribed to it in Article 3.2(b) of the Agreement.

“Governmental Approval” means any permit (including but not limited to the Permits), license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority required for the performance of the Work hereunder.

“Governmental Authority” means any international, foreign, federal, state, regional, county, or local department, agency, authority, commission or body having governmental, or quasi-governmental authority, or any instrumentality or subdivision thereof.

“Hazardous Substance” means any chemical, pollutant, contaminant, waste (including, without limitation, toxic, hazardous, infectious, sanitary, solid, radioactive and petroleum waste), toxic substance, hazardous substance, extremely hazardous substance, hazardous material, radioactive material, oil and petroleum product, as such terms, or any similar terms, are or shall be used under any Environmental Law.

“Legal Requirement” means any treaty, convention, statute, law, regulation, ordinance, Governmental Approval, injunction, judgment, order, consent decree, or other requirement of any Governmental Authority applicable to the Work to be provided hereunder.

“Municipal Solid Waste” or **“MSW”** means Solid Waste generated by and collected from residential, commercial, institutional, and other establishments located within Connecticut with whom MIRA has agreements for the delivery of MSW (e.g. MIRA Tier 1 Municipal Services Agreements). MSW must be of a size and composition such that it is able to be processed at the Designated Facilities in accordance with all applicable federal, state and local laws and applicable Permits..

MIRA Transporter means the contractor with whom MIRA has contracted to provide Operation and Maintenance and Transportation services from the Essex Transfer station or any other hauler MIRA contracts with to deliver MSW to the Designated Facilities in order for MIRA to fulfill its Commitment.

“Permits” means all permits, consents, licenses, approvals or authorizations issued by any Governmental Authority having jurisdiction over the Work hereunder.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Government Authority.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or

EXHIBIT C:
LIST OF DESIGNATED FACILITIES
AND SUBCONTRACTORS

1. List of Designated Facilities

- The Primary Designated Facility shall be the Covanta SECONN waste to energy Facility located at 132 Military Highway in Preston, Connecticut 06365 (“Covanta SECONN”);
- In the event of an unplanned or planned outage at Covanta SECONN the Designated Facility will be either the Covanta Bristol waste to energy facility located at 170 Enterprise Drive, Bristol Connecticut 06010 (“Covanta Bristol”) or Covanta SEMASS waste to energy facility located at 141 Cranberry Highway in West Wereham, Massachusetts 02576, at Contractor’s discretion, until the outage at Covanta SECONN is resolved.

In the event of an outage at Covanta SECONN such that Contractor cannot accept MSW from MIRA at Covanta SECONN, Contractor shall provide MIRA 24 hours’ notice via email stating which backup Designated Facility to use for disposal and the duration of such use.

**EXHIBIT D: CONTRACTOR'S SAFETY REQUIREMENTS FOR
HAULAGE, TRUCKING/CARRIERS AND DELIVERY
CONTRACTORS**

Attached hereto and incorporated herein this Exhibit D is Contractor's Safety Requirements for Haulage, Trucking/Carriers and Delivery Contractors

Covanta Holding Corporation

Safety Requirements for Haulage, Trucking/Carriers and Delivery Contractors

This document describes the minimum health and safety requirements that apply to haulage, trucking/ carriers and delivery contractors (hereafter referred to as “hauler/trucking/carrier contractors” in this document) who conduct work within the boundaries of facility owned and/or operated by Covanta or its affiliates, which include:

- 1) Delivery and off-loading of bulk chemicals
- 2) Common Carriers
- 3) Specialty deliveries (including profiled waste); and
- 4) Individual and third-party waste, ash, and metal haulers.

These requirements apply to hauler/trucking/carrier contractor employees (as well as their subcontractors, visitors, and vendors).

A. Scope of Work

Work performed by hauler/trucking/carrier contractors must **not** include any of the following:

- 1) Work requiring a Safe Work Permit (SWP).
- 2) Use of hand tools or power tools other than those used to make minor adjustments to the hauler/trucking/carrier contractor’s vehicle.
- 3) Confined space entry, including serving as a Confined Space Attendant.
- 4) Hot work (any operation or activity that involves open flames and/or produces heat or sparks), including serving as a Fire Watch.
- 5) Electrical tasks such as installation, inspection, operation, maintenance or demolition of electrical conductors or equipment; including work in the proximity of energized electrical equipment and tasks that expose personnel to electrical hazards.
- 6) Activities that require control and isolation of energy sources and lockout tag (LOTO).
- 7) Work on scaffolds, including erecting, inspecting, and dismantling scaffolds.
- 8) Rigging or lifting operations.
- 9) Use of vehicles, mobile equipment or other equipment owned, leased, or rented by Covanta (unless approved by contract agreement or site management).
- 10) Excavation or trenching.
- 11) Demolition or blasting activities; or
- 12) Work requiring personal protective equipment (PPE) beyond basic requirements (long sleeve shirt and pants, hard hat, safety glasses or goggles, hearing protection, work boots, work gloves, and reflective/high visibility vest or clothing where needed).

If work activities will or may include any of the above activities, the hauler/trucking/carrier contractor must abide by the requirements of Covanta Safety Procedure No. 5 – Contractor Safety Requirements.

B. Responsibilities

Hauler/trucking/carrier contractors are responsible for:

- 1) Ensuring personnel are qualified and trained to perform assigned tasks; and for providing documentation of qualification, certifications, safety performance records and/or safety programs and procedures for review upon request; and
- 2) Promptly correcting violations, hazards, and safety concerns within their area of responsibility.
- 3) As a condition of contract award, the hauler/trucking/carrier contractor is required to review this document and communicate the information and requirements to its affected employees,

Covanta Holding Corporation

Safety Requirements for Haulage, Trucking/Carriers and Delivery Contractors

subcontractors, and vendors. A representative of the hauler/trucking/carrier contractor's company must then sign, date, and return the acknowledgement (page 6 of this document) to their Covanta Procurement/Logistics contact.

Hauler/trucking/carrier contractor employees are responsible for their own health and safety and:

- 1) Reporting to work in sound (fit for duty) condition.
- 2) Complying with the requirements of this document, as well as site specific procedures and requirements; and
- 3) Only performing tasks and assignments they fully understand and are trained and qualified to perform.

Stop Work Authority

Stop Work Authority gives every person the right and responsibility to refuse to work or stop work that he/she believes puts someone in danger. Every person has the authority and responsibility to stop work when an unsafe condition or behavior that puts someone in danger is perceived or observed and to support Stop Work actions taken by others.

Non-compliance with Covanta health and safety requirements and/or with applicable regulations, standards, and codes of practice may be documented by Covanta as a Contractor Violation and may result in a stop work order, removal and/or suspension of one or more individuals from the site, and/or termination of work contracts.

C. General Safety Requirements

Hauler/trucking/carrier contractors must provide a safe working environment for their employees and people who may be affected by their work. The hauler/trucking/carrier contractor provides safety management and oversight for their employees and their subcontractor personnel.

- 1) Hauler/trucking/carrier contractors must only enter and leave Covanta facilities/sites through designated access points. No one may enter through any other area when reporting to work, unless specifically instructed by facility/site management.
- 2) Barriers such as barricade tape, floor demarcation and/or Plexiglas may be used to separate common areas and maintain social distance.
- 3) Covanta facilities/sites are Smoke and Tobacco Free (including electronic cigarettes and vaping products).
- 4) Chewing gum, eating and/or drinking are only permitted in areas designated by facility/site management.
- 5) The hauler/trucking/carrier contractor is responsible for cleanup and removal of their debris, excess material, empty product containers and tools. Ash and other residues on equipment, tools and personnel must be cleaned/removed prior to exiting the site. Preferred cleaning methods include vacuuming, wiping and/or washing.
- 6) Materials must be stacked or otherwise secured to prevent sliding, falling, or collapse. Following the completion of work activities, or upon request of Covanta, the hauler/trucking/carrier contractor must clean the work area(s) to the satisfaction of Covanta. Failure to do so may result in Covanta cleaning and removing all offending materials/debris and deducting the cost of this operation from the contract price/sum. Covanta accepts no responsibility for materials and/or tools which may be removed.

Safety Requirements for Haulage, Trucking/Carriers and Delivery Contractors

- 7) Hauler/trucking/carrier contractors must provide first aid kits suitable for addressing the needs of their employees.
- 8) Hauler/trucking/carrier contractors must develop a program to ensure chemical usage is evaluated and information about the chemicals and hazardous materials used during work activities is communicated to affected personnel. The program must be developed and implemented in accordance with applicable regulations, such as the Globally Harmonized System (GHS) and Hazard Communication Program/Workplace Hazardous Materials Information System (HazCom/WHMIS).
- 9) Personnel with pacemakers are not permitted in the ferrous and non-ferrous areas of a facility/site. Magnetic drums (ferrous) and non-ferrous metal separators must be avoided due to the electromagnetic fields that they produce.
- 10) Lime slurry or solids, liquid caustic, ammonia, sodium hypochlorite, acids, ash and heavy metals and silica may be present in work areas at the facility/site. The following contain crystalline silica: bottom ash, sand, gravel, stone, or other aggregate, cement, and refractory products. If any of these products are ground into a fine powder, dust generation is a concern. Haulers/trucking/carrier contractors are expected to review material SDS and understand work practice controls, PPE, and hygiene requirements when handling material with silica and/or naturally occurring radioactive material (NORM).
- 11) Hauler/trucking/carrier contractors are not permitted to enter administrative areas, break areas or lunchrooms unless permitted by facility/site management.
- 12) Hauler/trucking/carrier contractors should not use facility/site restrooms. Many locations provide portable toilets for use by non-Covanta personnel.
- 13) Possession or use of drugs or alcohol on site is prohibited. Any worker found or suspected to be under the influence of either will be removed from site. Employees that have medical conditions and/or take prescription medication(s) that may impair their ability to perform assigned job tasks must advise their employer so that arrangements may be made to re-assign their work tasks accordingly. Personnel that serve in safety sensitive positions may be required to produce evidence of participation in a pre-placement, post-accident, and reasonable suspicion drug screening program.
- 14) Site visitors, vendors or other entities associated with the hauler/trucking/carrier contractor must always be escorted by a Covanta employee. The hauler/trucking/carrier contractor must provide their site visitors/vendors with required PPE (such as hard hats, eye protection, hearing protection and/or reflective/high-visibility vests) and ensure it is worn when required.

If a hauler/trucking/carrier contractor observes or is advised of an unsafe condition or behavior, prompt corrective action must be taken.

D. Additional Safety Information and Requirements

- 1) The following applies to personnel that will enter tipping floor or loading bay areas:
 - a) Only enter the tipping floor and loading bay when directed and permitted to do so.
 - b) Obey a 5 mile per hour speed limit.
 - c) Only one person (driver) is allowed out of the truck (unless otherwise approved by site management) and must stay within arm's length of the vehicle.
 - d) Personal protective equipment must be worn.
 - e) Always keep more than 10 feet of distance between vehicles and mobile equipment.
 - f) Stay at least 6 feet away from the edge of the pit.
 - g) Do NOT stand under the trailer body, raised tail gate, or behind the load.
 - h) No scavenging.

Safety Requirements for Haulage, Trucking/Carriers and Delivery Contractors

- i) No persons are permitted on top of the truck or load.
 - j) No use of tobacco products (including smoking or vaping).
 - k) No driving with raised tail gate or body.
 - l) No cell phone use.
 - m) No riding on the rear step or outside of a vehicle.
- 2) The following information pertaining to heavy metals in ash dust applies to personnel that will move/transport air or metal with affixed ash:

Under certain conditions, contractor personnel may be exposed to airborne, as well as surface contaminants such as ash dust generated by the combustion process. The ash dust may contain silica, lead, arsenic, cadmium, chromium, or nickel.^{1,2} Air monitoring conducted in Covanta facilities has determined that exposure levels are well below occupational exposure limits during normal operations. Personnel must not wear soiled work clothing home or to a hotel, as this has the potential for exposure to contaminants that may have accumulated on clothing during the day.

Refer to the Safety Data Sheet (SDS) for combined ash for additional information.

¹ Proposition 65 Listed Chemicals (California)

² The California specific regulations, which pertain to occupational exposure to the above contaminants, can be found in Title 8 CCR 5155 Table AC-1 for crystalline silica, Title 8 CCR 5198 for Lead, Title 8 CCR 5214 for Arsenic and Title 8 CCR 5207 for Cadmium or in the related Lead, Arsenic and Cadmium sections from the construction industry standards, CCR Title 8 – Section 1532.1, Title 8 CCR 5214 and CCR Title 8 – Section 1532 for contractors working under these regulations.

E. Notification and Reporting of Environmental and Health and Safety Events

Hauler/trucking/carrier contractors are responsible for reporting health and safety issues, incidents and Serious Near Miss (SNM) events directly to their on-site Covanta point of contact immediately.

- 1) Health and safety issues and incidents include any condition, behavior or event that could/did result in an accident, injury, illness, or property damage.
- 2) A SNM is a condition, behavior, incident, or abnormality with the potential for causing critical injury to personnel or substantial property damage.

Prompt reporting of all injuries and/or illness is essential to ensure timely medical attention and treatment. Reporting and recording injuries and illnesses is the responsibility of the contractor.

F. Personal Protective Equipment (PPE)

- 1) Hauler/trucking/carrier contractors must provide required PPE and supplies; and must ensure their employees are trained in the selection, inspection, use and maintenance of PPE.
- 2) Hauler/trucking/carrier contractor personnel must wear clothing suitable for the work conditions, and must meet the following minimum requirements (unless otherwise approved by contract agreement or site management):
 - a. 100% cotton or flame resistant (FR) long sleeve shirts and pants are required. Shirts must be fully buttoned, sleeves fastened at the wrists and shirts tucked into pants.
 - b. Long hair and loose clothing must be secured when working around moving equipment.
 - c. Where state/specific executive orders dictate, face coverings (face mask, face shield, bandana, etc.) are required to be worn.
 - d. Apparel and accessories must not interfere with the fit, stability or effectiveness of required PPE.

Safety Requirements for Haulage, Trucking/Carriers and Delivery Contractors

- 3) Basic PPE (hard hat, safety glasses or goggles, hearing protection, work boots and gloves) is required to be worn at all times in all areas of the facility, except administrative areas, control rooms, offices, scale house, break rooms and any facility designated PPE-free zones (e.g., walking path from parking lot to break rooms, enclosed mobile equipment cabs and crane cabs); unless there is a potential of injury from work in progress. Reflective/high-visibility vests or clothing may also be required (e.g., when working on a tipping floor).

G. Emergencies/Evacuation

The hauler/trucking/carrier contractor personnel must be aware of the parts of the facility/site emergency action plan (EAP) applicable to their work of their role and responsibilities in the event of an emergency. A summary of facility/site specific information, including emergency action plan procedures and evacuation routes and muster points, may be verbally communicated and/or printed information may be provided upon entering the facility/site (e.g. scale house).

- 1) Fires and other emergencies must be reported immediately.
- 2) In the event of a fire, evacuation, or planned drill, personnel must leave their work area and report to the designated evacuation location for a head count and must not leave the site until accounted for and permitted by facility/site management.
- 3) Exits are marked throughout the facility/site.
- 4) Do not use elevators in the event of a fire.
- 5) Facility/site management will announce "All Clear" or "False Alarm" if/when there is no danger and normal work activities can resume.

H. Signs, Signals, Flagging and Barricades

Vehicle traffic, moving machinery, falls, electrical, struck-by and caught in-between hazards may require protection by barricades and/or other warning signs and signals. The purpose of a barricade is to delineate a dangerous area and must clearly instruct personnel to either proceed with caution or to not go beyond a specific point.

- 1) Barricades, flagging and warning signals must be used as necessary to define and limit access to work areas and notify site personnel of known or potential hazards in the work area.
- 2) Barricades must be in place prior to creating the hazard (i.e. removing a manhole cover).
- 3) Tape and/or rope are used to identify the boundary of an area where a hazard exists and are for short term (less than 24 hours) use only. Tape and/or rope cannot be used as a physical barricade.
- 4) Only yellow or red signs, signals and barricades may be used to denote hazard boundaries.
 - a. Yellow CAUTION tape must be used to designate CAUTION and to notify personnel of conditions that are or could become hazardous, such as struck-by, slip/trip, fall and caught between hazards. Yellow CAUTION tape may be crossed by personnel once the hazard is known and the proper precautions have been taken.
 - b. Red DANGER tape must be used to designate DANGER and to notify personnel to STOP due to imminent hazards, such as floor openings, missing handrails, exposed electrical components, damaged equipment guards and overhead work. Red DANGER tape may only be crossed by individuals that are working within that area. If certain hazards are present (i.e. floor opening) additional means of protection may be required.
- 5) Hauler/trucking/carrier contractors must abide by warning signals and barricades at all times.

Acknowledgement

By signing this acknowledgement, the hauler/trucking/carrier contractor certifies they have reviewed and agree to comply with the requirements outlined in this document.

Company Name: _____

Name and Job Title (Print): _____

Signature: _____

Date: _____

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. The below addresses are to be used for giving required notice.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

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OWNER (Name and Address):

Materials Innovation and Recycling Authority 200 Corporate Place, Suite 202 Rocky Hill, CT 06067
--

AGREEMENT

DATE:	
AGREEMENT NUMBER:	
AMOUNT:	\$
PROJECT DESCRIPTION <small>(Including Name and Location):</small>	AGREEMENT FOR DISPOSAL OF MUNICIPAL SOLID WASTE Materials Innovation and Recycling Authority 200 Corporate Place, Suite 202 Rocky Hill, CT 06067

BOND

BOND NUMBER:	
DATE: <small>(Not earlier than Agreement Date)</small>	From: _____ Until: _____
AMOUNT:	DOLLARS (\$ _____)

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on Pages 2 and 3 hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

--

(SEAL)

--

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

SIGNATURE:		SIGNATURE:	
NAME AND TITLE:		NAME AND TITLE:	

TERMS AND CONDITIONS TO PERFORMANCE BOND

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the foregoing Agreement, the terms of which are incorporated herein by reference. Any singular reference to the Contractor, the Surety, the Owner or any other party herein shall be considered plural where applicable.
2. If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default (as hereinafter defined), the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default (as hereinafter defined) and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default (as hereinafter defined) and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.
 - 3.3 The Owner has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Agreement in accordance with the terms of the agreement with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Agreement; or
 - 4.2 Undertake to perform and complete the Agreement itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Agreement, and pay to the Owner the amount of damages described in Paragraph 6; or
- 4.4 Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Agreement;
 - 6.2 Additional legal and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner or its successors and assigns.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located

and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Agreement Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.

12.2 Agreement: The agreement between the Owner and the Contractor identified on the signature page, including all Agreement Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with any of the terms of the Agreement, including any failure of the Contractor to perform its warranty obligations.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement or to perform and complete or comply with the other terms hereof.

13. Notwithstanding anything to the contrary, including any limitations that would otherwise apply under Paragraph 9 above, this bond shall apply to the Contractor's warranty obligations under Specification Section 01740.G for a period of five (5) years from the acceptance date.

14. Neither non-renewal by the Surety, nor the failure or inability of the Contractor to file a replacement bond in the event of non-renewal shall itself constitute a loss to Owner recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. In no event shall Surety's aggregate liability exceed the penal sum of this bond

LETTER OF CREDIT

To Be Issued By a Connecticut Bank Or By a National Banking Association

Irrevocable Standby Letter Of Credit No.	[Letter Of Credit #]		
Issuance Date:	[Date]	Expiration Date:	[Date]
Beneficiary:	Materials Innovation and Recycling Authority 200 Corporate Place, Suite 202 Rocky Hill, CT 06067		

Gentlemen:

We hereby establish our Irrevocable Standby Letter Of Credit No. [Letter Of Credit #] in favor of the "Beneficiary," Materials Innovation and Recycling Authority ("MIRA"), at the request and for the account of [Name of Contractor], for the sum or sums up to the aggregate amount of \$ _____ (_____ Dollars) available for payment against your draft(s) at sight on us.

Drafts must be drawn and presented to us at this office not later than our close of business on [Date] or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter Of Credit No. [Letter Of Credit #]."

Drafts must be accompanied by a certified statement from the Beneficiary that [name of Contractor] has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain AGREEMENT FOR DISPOSAL OF MUNICIPAL SOLID WASTE between Covanta Sustainable Solutions, LLC and MIRA, dated as of [Date].

Partial drawings hereunder are permitted.

We hereby agree with you that drafts drawn under and in compliance with the above terms of this Letter Of Credit shall be duly and promptly honored on due presentation and delivery to us on or before the above-referenced expiration date or any duly extended expiration date.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of [name of the issuing Connecticut Bank or National Banking Association] under this Letter of Credit is the individual obligation of [name of the issuing Connecticut Bank or National Banking Association] and is in no way contingent upon reimbursement with respect thereto.

It is a condition of this Letter Of Credit that it is deemed to be automatically extended without amendment for one (1) year from the expiration date stated above, or any future expiration date, unless not later than ninety (90) days prior to the expiration date stated above or the then current expiration date we notify you by registered mail that we elect not to renew this Letter Of Credit for any such additional period.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter Of Credit shall be duly honored by us at your first demand, notwithstanding any contestation or dispute between you and **[name of Contractor]**, if presented to us in accordance with the provisions hereof.

This Letter of Credit is subject to and governed by the laws of the State of Connecticut, the decisions of the courts of that state, and the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500 and in the event of any conflict, the laws of the State of Connecticut and the decisions of the courts of that state will control. If this Letter Of Credit expires during an interruption of business of this bank as described in Article 17 of said Publication 500, **[name of issuing Connecticut Bank or National Banking Association]** hereby specifically agrees to effect payment if this Letter of Credit is drawn against within thirty (30) days after the resumption of business from such interruption.

Very truly yours,

Authorized Signature for
[name of issuing Connecticut Bank or National Banking Association]

**EXHIBIT F:
CONSULTING AGREEMENTS REPRESENTATION**

Pursuant to section 4a-81 of the Connecticut General Statutes, the Consultant represents that it has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

None

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are:

Description of Services Provided:

Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency

Termination Date of Employment

The undersigned, being the person signing the Contract, swears that the representation in this Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.



Signature of person signing this Contract



Print Name

Date: 4/14/22

Sworn and subscribed before me on this 14 day of April, 2022.



Commissioner of the Superior Court
or Notary Public

Justin M. Peabody
Notary Public, State of New York
Qualified in Albany County
No. 01PE6403513
Commission Expires January 27, 2024

27 January 2024
My Commission Expires



STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal- submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

Initial Certification

Updated Certification because of change of information contained in the most recently filed certification

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
<i>None</i>				

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Covanta Sustainable Solutions
Printed Contractor Name

Thomas M. Arkey
Printed Name of Authorized Official

[Signature]
Signature of Authorized Official

Subscribed and acknowledged before me this 14 day of April, 2022.

[Signature]
Commissioner of the Superior Court (or Notary Public)

27 January 2024 My Commission Expires

Justin M. Peabody
Notary Public, State of New York
Qualified in Albany County
No. 01PE6403513
Commission Expires January 27, 2024