

OMNIBUS AMENDMENT AGREEMENT

(Amended and Ratified as of June 14, 2023)

BETWEEN

MATERIALS INNOVATION AND RECYCLING AUTHORITY

AND

Contractor: MURPHY ROAD RECYCLING, LLC

This **OMNIBUS AMENDMENT AGREEMENT** (referred to herein as the “Amendment”) is made and entered into as of **June 29, 2023** (the “Effective Date”), by and between the Materials Innovation and Recycling Authority (“MIRA”), a body politic and corporate constituting a political subdivision of the State of Connecticut, with a business office at 300 Maxim Road, Hartford, Connecticut, and Murphy Road Recycling, LLC, a Connecticut limited liability company, (“Contractor”), with a business office located at 555 Taylor Road, Enfield, Connecticut. MIRA and Contractor are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, MIRA and Contractor entered into a Transfer Agreement for the Connecticut Solid Waste System Recycling Facility dated April 29, 2021 (the “Transfer Agreement”), which Transfer Agreement is attached hereto in full as Exhibit A, pursuant to which Contractor is obligated to provide O&M Services and T&D Services as defined in the Transfer Agreement;

WHEREAS, Some of such O&M Services and T&D Services are no longer being provided due to a reduction in the number of Connecticut Solid Waste System Participating Municipalities and the discontinuance of all deliveries of Controlled Acceptable Recyclables to the Recycling Facility located at 211 Murphy Road, Hartford, CT (the “Facility”) such that the Facility is not used as intended and as set forth in the Transfer Agreement;

WHEREAS, MIRA and Contractor now desire to amend the Transfer Agreement to eliminate such Facility O&M Services and T&D Services at the Facility but to continue the Transfer Agreement for the purpose of processing Controlled Acceptable Recyclables at the Designated Facilities pursuant to the terms of this Amendment to Transfer Agreement;

WHEREAS, MIRA and Contractor entered into a Use and Maintenance Agreement dated November 14, 2021 (the “Rail Storage Agreement”) for the storage of rail cars at 211 Murphy Road, attached in full as Exhibit B;

WHEREAS, MIRA and Contractor entered into an Access and Scale Use Agreement dated March 31, 2003, as amended by a First Amendment to Access and Scale Use Agreement dated March 28, 2018, and a Second Amendment to Scale and Use Agreement dated May 25, 2001 (collectively, the “Scale Agreement”), attached in full as Exhibit C, providing for the use of MIRA scales at 211 Murphy Road;

WHEREAS, MIRA and Contractor desire to amend the terms of the Transfer Agreement, the Rail Storage Agreement and the Scale Agreement (individually an “Agreement” and collectively, the “Agreements”), all as further set forth herein;

WHEREAS, This Amendment supersedes and replaces that certain **OMNIBUS AMENDMENT AGREEMENT** entered into by the Parties effective **March 28, 2023**.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other actions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - PRELIMINARY MATTERS

1.1 Incorporation of Recitals

The Recitals, the Exhibits and the Schedules hereto are incorporated into the body hereof and made a part hereof.

1.2 Certain Definitions

Capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the respective Agreements attached hereto as Exhibits A, B and C, as such terms are used within the sections below amending each such Agreement.

1.3 Rules of Construction

As used in this Amendment, except as otherwise provided or unless the context otherwise requires: (i) the terms defined herein include the plural as well as the singular; (ii) the words “herein,” “hereof” and “hereunder,” and words of similar import, refer to this Amendment as a whole and not to any particular Article, Section or other subdivision; (iii) references to an “Article,” “Section” or other subdivision are to this Amendment except as otherwise stated; (iv) a reference to either gender includes the other gender; (v) words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided; and (vi) the words “include” and “including” shall be deemed to be followed by the words “without limitation.”

ARTICLE 2 - TRANSFER AGREEMENT: COMPENSATION

The provisions of any term or condition of the Transfer Agreement to the contrary notwithstanding, including but not limited to the provisions of Articles 3 and 14 and Schedule 14.2 of the Transfer Agreement, MIRA and Contractor agree that effective July 1, 2023 the fixed fee (“FF”) for each Operating Year shall be three hundred fifty thousand dollars and zero cents (\$350,000.00), no deliveries shall be made to the Facility (“HT”) and the transportation fee (“TF”) shall be set at no dollars (\$0.00). The HT and TF shall be eliminated from Contractor’s Total Compensation. For avoidance of doubt, effective July 1, 2023 Contractor’s Total Compensation in any Operating Year shall be the sum of the following calculation:

$$\text{Total Compensation} = \text{FF of } \$350,000.00 + (\text{HT of } 0.00 \text{ tons} \times \text{TF of } \$0.00) + [\text{Tons} \times (\text{BPF} - \text{ACR})] + \text{OF}$$

Effective July 1, 2023, if fifty percent (50%) or more of the combined Municipal Solid Waste and Controlled Acceptable Recyclables from the current Participating Municipalities cease being delivered to CSWS Transfer Stations due to the Participating Municipalities opting out pursuant to their municipal services agreement, the FF shall be reduced to one hundred seventy-five thousand dollars and zero cents (\$175,000.00) for each subsequent Operating Year.

ARTICLE 3 - TRANSFER AGREEMENT: PERFORMANCE OF O&M SERVICES and T&D SERVICES;

The provisions of any term or condition of the Transfer Agreement to the contrary notwithstanding, including but not limited to the provisions of Articles 3 and Exhibit 3 of the Transfer Agreement, MIRA and Contractor agree that effective July 1, 2023 Contractor shall no longer operate or provide the O&M Services or the T&D Services with respect to the Facility or transportation of Controlled Acceptable Recyclables from the Facility to the Designated Facilities. Effective July 1, 2023 Contractor shall accept and process Controlled Acceptable Recyclables at the Designated Facilities.

ARTICLE 4 - TRANSFER AGREEMENT: FACILITY OCCUPANCY AND USE**4.1 Contractor's Vacating the Facility**

The provisions of any term or condition of the Transfer Agreement to the contrary notwithstanding, including but not limited to the provisions of Articles 3 and 5 of the Transfer Agreement, MIRA and Contractor agree that effective July 1, 2023 Contractor shall discontinue any use of the Facility and vacate the Facility pursuant to applicable provisions of Article 16 of the Agreement as if the Agreement expired or was otherwise terminated. Any provision of the Transfer Agreement respecting Contractor's use and vacating of the Facility that survives the expiration or termination of the Transfer Agreement shall remain in full force and effect.

ARTICLE 5 - TRANSFER AGREEMENT: TERMINATION**5.1 Term**

The provisions of any term or condition of the Transfer Agreement to the contrary notwithstanding, MIRA and Contractor agree that the Transition Period together with the O&M Contract Period shall comprise the Term of this Agreement which shall end on June 30, 2027. On each July 1 during the Term, MIRA may terminate this agreement if all Participating Municipalities legally cease delivering or causing the delivery of Acceptable Recyclables pursuant to the Participating Municipalities' municipal services agreements to CSWS Transfer Stations and by providing written notice to Contractor by April 1 of that year of its intention to terminate the Agreement the following July 1.

ARTICLE 6 - TRANSFER AGREEMENT: BOND

Effective July 1, 2023, Section 17.5 of the Recycling Transfer Agreement is hereby deleted in its entirety and the following substituted therefor:

“Within twenty (20) days of the Effective Date, Contractor shall furnish MIRA with a Performance Bond or a Letter of Credit as security for faithful performance of the Services in the form attached hereto as Exhibit 4 and in the amount of ONE HUNDRED THOUSAND (\$100,000) DOLLARS to guarantee Contractor's performance of the Services (the “Bond”). MIRA reserves the right to proportionately increase the amount of the bond upon ninety (90) days written notice to Contractor to reflect any substantial

change in the scope of services contemplated by the Omnibus Amendment Agreement (“Amendment”) determined by MIRA on a commercially reasonable basis to reflect year over year increases in the volume of Acceptable Recyclables delivered to and accepted by Contractor and Contractor’s use of MIRA facilities and equipment in the provision of such Services. The Bond shall be issued and executed by a surety acceptable to MIRA and authorized to transact business in Connecticut. The surety must also be listed by the United States Treasury Department in its latest list as a qualified surety acceptable to the United States Government. The amount of the Bond may exceed the limit for which the United States Treasury Department has qualified the surety only if the excess is reinsured with surety companies that are qualified on the United States Treasury Department list for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the Bond must accompany the Bond.

Contractor shall maintain the Bond in full force and effect during the Term of the Agreement, as amended by the Amendment. The Bond shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration dates of the Bond, Contractor notifies MIRA by certified mail that the surety of the Bond elects not to renew such Bond.

Failure to maintain or renew the Bond under the aforesaid terms shall constitute an Event of Default by Contractor under the Agreement as amended by the Amendment. 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 (or another letter of credit) and surety, subject to the requirements set forth in this Section 17.5.

In the event Contractor fails to perform any of its obligations under the Agreement, as amended by the Amendment, Contractor withdraws from this Agreement as amended by the Amendment, or a Contractor Event of Default occurs or the contract is terminated, 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.”

ARTICLE 7 - RAIL STORAGE AGREEMENT & SCALE AGREEMENT

7.1 Each of the Rail Storage and Scale Agreements are for ancillary uses pertaining to 211 and / or 171 Murphy Road as are more particularly set forth in each of these Agreements.

7.2 MIRA and Contractor acknowledge and reaffirm the Rail Storage Agreement, which is attached hereto as Exhibit B.

7.3 MIRA and Contractor further acknowledge and reaffirm the Scale Agreement which is attached hereto as Exhibit C.

7.4 Contractor Representation. Contractor hereby represents that there are no other agreements other than the Facility Transfer Agreement, the Rail Storage Agreement and the Scale Agreement providing Contractor any right to use or occupy the Facility or the Site as defined in the Transfer Agreement, or the properties described in each of the Rail Storage Agreement and the Scale Agreement, and/ or any aspect or component of MIRA's real or personal property comprising or located at 211 Murphy Road Hartford, or any aspect or component of MIRA's real or personal property comprising or located at MIRA's adjoining property at 171 Murphy Road Hartford, except as provided in the Transfer Agreement, Rail Storage Agreement and Scale Agreement, as modified herein by this Amendment.

7.5 MIRA Termination Rights

7.5.1 Scale Agreement. Section 4 of the Scale Agreement, as amended by the second amendment to the Scale Agreement (dated May 25, 2021), is further amended to include new provision (d):

If there is a sale of the Facility by MIRA, MIRA may terminate the Scale Agreement and Contractor shall discontinue any use of the Scales or other activities permitted under the Scale Agreement and fully vacate 211 Murphy Road and 171 Murphy Road within sixty (60) days of the closing of such sale. In such event, Contractor shall consent to an assignment of the Scale Agreement upon its existing terms, as amended herein, to the purchaser of the Facility, and MIRA and the purchaser will not be required to pay any relocation costs, costs or damages of any kind to Contractor.

7.5.2 Rail Storage Agreement. Section 4 of the Rail Storage Agreement is deleted in its entirety and revised as follows:

Effective July 1, 2023 MIRA shall have the right, at its sole and absolute discretion, without cause or reason for its convenience, to terminate the Rail Storage Agreement on sixty (60) days' notice to Contractor and without the payment of any relocation costs, costs or damages of any kind to Contractor by sending a written notice of termination to:

Mr. Frank Antonacci, Manager
Murphy Road Recycling, LLC
555 Taylor Road
Enfield, CT 06082

Contractor shall discontinue any rail car storage or other activities permitted under the Rail Storage Agreement and fully vacate 211 Murphy Road and 171 Murphy Road upon the effective date of such termination.

ARTICLE 8 - ASSIGNMENT OF AGREEMENTS

The provisions of any term or condition of each of the Agreements to the contrary notwithstanding, MIRA and Contractor agree that effective July 1, 2023, MIRA may assign, and

Contractor shall consent to the assignment, of each or any of the Agreements to a third party or parties. MIRA and Contractor further agree that in the event a successor to MIRA is enacted into law, all of MIRA's rights, title and interests in each of the Agreements shall be assumed by such successor.


ARTICLE 9 – ENTIRE AGREEMENT

Except as modified herein, the terms and conditions of each of the Agreements shall remain in full force and effect. This Amendment is intended to only modify the Agreement referred to in each particular section and, to the extent there is any conflict among or between them, each Agreement as amended specifically herein, represents a stand-alone document. In the event any Agreement, as may be amended, described herein is terminated or otherwise expires, such termination or expiration shall not affect any other Agreements, as may be amended, still in force or the amendments described herein applicable to the Agreements still in force.

-Signature Pages 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: 

Mark T. Daley
Its President & CFO
Duly Authorized

MURPHY ROAD RECYCLING, LLC

By: 

Frank Antonacci
Manager
Duly Authorized

OMNIBUS AMENDMENT AGREEMENT

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Contractor: MURPHY ROAD RECYCLING, LLC

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RECITALS

WHEREAS, MIRA and Contractor entered into a Transfer Agreement for the Connecticut Solid Waste System Recycling Facility dated April 29, 2021 (the “Transfer Agreement”), which Transfer Agreement is attached hereto in full as Exhibit A, pursuant to which Contractor is obligated to provide O&M Services and T&D Services as defined in the Transfer Agreement;

WHEREAS, Some of such O&M Services and T&D Services are no longer being provided due to a reduction in the number of Connecticut Solid Waste System Participating Municipalities and the discontinuance of all deliveries of Controlled Acceptable Recyclables to the Recycling Facility located at 211 Murphy Road, Hartford, CT (the “Facility”) such that the Facility is not used as intended and as set forth in the Transfer Agreement;

WHEREAS, MIRA and Contractor now desire to amend the Transfer Agreement to eliminate such Facility O&M Services and T&D Services at the Facility but to continue the Transfer Agreement for the purpose of processing Controlled Acceptable Recyclables at the Designated Facilities pursuant to the terms of this Amendment to Transfer Agreement;

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-Signature Pages 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: 

Mark T. Daley
Its President & CFO
Duly Authorized

MURPHY ROAD RECYCLING, LLC

By: 

Frank Antonacci
Manager
Duly Authorized

**OMNIBUS AMENDMENT
AGREEMENT**

EXHIBIT A

Transfer Agreement for the
Connecticut Solid Waste System
Recycling Facility

(the “Transfer Agreement”)

Originally dated April 29, 2021

TRANSFER AGREEMENT

**FOR THE
CONNECTICUT SOLID WASTE
SYSTEM RECYCLING FACILITY**

BETWEEN

**MATERIALS INNOVATION AND RECYCLING
AUTHORITY**

AND

Contractor: MURPHY ROAD RECYCLING, LLC

TRANSFER AGREEMENT FOR THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY

CONTENTS

RECITALS	1
ARTICLE 1 - PRELIMINARY MATTERS	2
1.1 Incorporation of Recitals	2
1.2 Certain Definitions	2
1.3 Rules of Construction	2
ARTICLE 2 - PERFORMANCE OF TRANSITION SERVICES	2
2.1 Performance of Transition Services	2
2.2 Transition Plans	3
2.3 Payment for Transition Services	3
ARTICLE 3 - PERFORMANCE OF O&M SERVICES; T&D SERVICES; MIRA RESERVED RIGHTS; MIRA OBLIGATIONS	3
3.1 Requirement to Perform	3
3.2 Commencement and Performance of O&M Services and T&D Services	4
3.3 Authorized Activities	4
3.4 MIRA Reserved Rights	4
3.5 MIRA Obligations	5
ARTICLE 4 - TERM; CONDITION PRECEDENT	6
4.1 Effectiveness; Condition Precedent	6
4.2 Term	6
ARTICLE 5 - STANDARDS APPLICABLE TO CONTRACTOR'S PERFORMANCE OF THE O&M SERVICES AND THE T&D SERVICES; CERTAIN OBLIGATIONS OF CONTRACTOR	7
5.1 Standards Applicable to Performance of O&M Services and T&D Services	7
5.2 Disputes re: Prudent Operating and Maintenance Practices; Performance Goals	7
5.3 Facility Conditions	7
5.4 Environmental Compliance	7
5.5 Hazardous Materials	8
5.6 Environmental Conditions	9
5.7 Preparedness and Training	9
5.8 Notices	9
5.9 Meetings to Review Environmental Compliance	10
5.10 Site Personnel; Contractors' Employees	10
5.11 MIRA Right to Exclude Certain Individuals	10
5.12 Protection of Persons and Property; Risk of Loss or Damage	11
5.13 Notice of Damage or Theft	11
5.14 Facility Deliveries	11
5.15 Vehicles and Trailers	12
5.16 Transportation	13
5.17 Title to Controlled Acceptable Recyclables or Other Acceptable Recyclables	13
ARTICLE 6 - TAXES	14
6.1 No Pass-Through of State of Connecticut Taxes to MIRA	14
ARTICLE 7 - RECOVERED PRODUCTS & COMPENSATION	14
7.1 Recovered Products	14
7.2 Recycling Rebate/Charge	14
7.3 Recycling Mandate	14
7.4 Payment of Compensation	14

ARTICLE 8 - OPERATIONS	15
8.1 No Liens	15
8.2 Personnel Matters	15
8.3 Representatives of Contractor	15
8.4 MIRA Directions to Contractor	16
8.5 Contractor Not a Beneficiary Under the Facility Agreements	16
8.6 Emergency Action	16
8.7 Weekly Operations Meeting	16
ARTICLE 9 - ITEMS TO BE FURNISHED BY MIRA	17
9.1 General	17
9.2 Information	17
9.3 Access to Facility	17
9.4 Other MIRA-Supplied Items	17
9.5 Permits	18
9.6 Disclaimer	18
9.7 Full Knowledge of Contractor	18
9.8 Limitation on Use of MIRA Property	18
ARTICLE 10 - BUDGET AND PLAN; SUBCONTRACTS; CAPITAL PROJECTS	19
10.1 Budget and Plan	19
10.2 MIRA's Capital Projects	19
10.3 MIRA Not Responsible for Certain Costs and Expenses	19
ARTICLE 11 - VARIANCES FROM BUDGET; QUARTERLY REVIEW OF PERFORMANCE UNDER PLAN AND BUDGET	20
11.1 Quarterly Review of Contractor Performance	20
ARTICLE 12 - CONTRACTOR PROVISION OF INFORMATION	20
12.1 Facility Information; Contractor Provision of Facility Information	20
12.2 Updates of Contractor Documents	20
12.3 Litigation and Permit Lapses	20
12.4 Reports; CMMS	21
12.5 Special Reports	21
ARTICLE 13 - LIMITATIONS ON CONTRACTOR AUTHORITY	21
13.1 General Limitation on Contractor Authority	21
ARTICLE 14 - COMPENSATION; PAYMENT	22
14.1 Contractor Article 2 Compensation – Transition Services	22
14.2 Contractor Article 3 Compensation – O&M Services and T&D Services	22
ARTICLE 15 - EVENTS OF DEFAULT; REMEDIES	22
15.1 Contractor Events of Default	22
15.2 MIRA Notice as to Contractor Event of Default; Cure Period as to Certain Contractor Events of Default	23
15.3 MIRA Remedies After Uncured Contractor Event of Default	24
15.4 MIRA Events of Default	24
15.5 Contractor Notice as to MIRA Event of Default; Cure Period	25
15.6 Contractor Remedies After Uncured MIRA Event of Default	25
15.7 Termination Payment	26
15.8 Obligations of Contractor Upon Notice of Termination	26
15.9 Limitation on Remedies	26
ARTICLE 16 - EXPIRATION OR TERMINATION; TRANSITION	26
16.1 Survival of Certain Provisions	26
16.2 Transfer of Custody	27
16.3 Certain Obligations Concerning Site Personnel	27
16.4 Transition	27
16.5 Contractor Failure to Cooperate	28
ARTICLE 17 - INSURANCE	28
17.1 Required Insurance	28

17.2	Minimum Limits	29
17.3	Additional Required Insurance	29
17.4	MIRA Insurance	31
17.5	Performance Security	31
ARTICLE 18 - INDEMNIFICATION.....		32
18.1	Indemnification by Contractor	32
18.2	Indemnification by MIRA.....	33
18.3	Property Damage.....	33
18.4	Attorney's fees	34
18.5	Survival	34
18.6	Governmental Actions	34
18.7	Limitation of Liability	35
ARTICLE 19 - REPRESENTATIONS AND WARRANTIES.....		35
19.1	Certain Representations and Warranties of Contractor	35
19.2	Certain Representations and Warranties of MIRA	37
ARTICLE 20 - TITLE, DOCUMENTS AND DATA.....		38
20.1	Materials and Equipment.....	38
20.2	Proprietary Information	38
20.3	Warranties	38
ARTICLE 21 - CONFIDENTIALITY		39
21.1	General	39
21.2	Exceptions	39
21.3	Required Disclosure	39
ARTICLE 22 - ADDITIONAL PROVISIONS		40
22.1	Effect of Bankruptcy.....	40
22.2	Subcontractors.....	40
22.3	Not for Benefit of Third Parties	40
22.4	Force Majeure.....	40
22.5	Dispute Resolution.....	42
22.6	Amendments.....	42
22.7	No Waiver	42
22.8	Notices	42
22.9	Counterparts	43
22.10	Governing Law.....	43
22.11	Interpretation.....	43
22.12	Severability	43
22.13	Entire Agreement.....	43
22.14	Further Assurances	44
22.15	Nondiscrimination	44
22.16	Whistleblower Provision.....	45
22.17	Campaign Contribution Restriction	45
22.18	Affidavit Concerning Nondiscrimination.....	45
22.19	Iran Certification Form	46
22.20	Affidavit Concerning Consulting Fees	46
22.21	Contractor's Certification Concerning Gifts	46
22.22	President's Certification Concerning Gifts	46
22.23	Time is of the Essence	46
EXHIBIT 1: Definitions		
EXHIBIT 2: Facility Transition Services		
EXHIBIT 3: O&M Services and T&D Services		
EXHIBIT 4: Form of Bond		
EXHIBIT 5: SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban		
EXHIBIT 6: Affidavit Concerning Nondiscrimination		

EXHIBIT 7: Iran Certification Form
EXHIBIT 8: Affidavit Concerning Consulting Fees
EXHIBIT 9: Contractor's Certification Concerning Gifts
EXHIBIT 10: MIRA President's Certification Concerning Gifts
EXHIBIT 11: Facility Responsibilities
EXHIBIT 12: Contractor commitment to invest in Berlin CT MRF

SCHEDULE 14.1: Contractor Article 2 Compensation for Transition Services
SCHEDULE 14.2: Contractor Article 3 Compensation for O&M Services and T&D Services
SCHEDULE 15: Facility Inventory

This **TRANSFER AGREEMENT FOR THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY** (this "Agreement") is made and entered into as of **April 29, 2021** (the "Effective Date"), by and between the Materials Innovation and Recycling Authority ("MIRA"), a body politic and corporate constituting a political subdivision of the State of Connecticut, with a business office at 200 Corporate Place, Rocky Hill, Connecticut, and Murphy Road Recycling, LLC, a Connecticut limited liability company, ("Contractor"), with a business office located at 15 Mullen Road, Enfield, Connecticut. MIRA and Contractor are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

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");

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 Comprehensive Materials Management Plan;

WHEREAS, pursuant to its Enabling Legislation and applicable operating contracts, MIRA owns and controls the Recycling Facility located at 211 Murphy Road, Hartford, CT together with all of its existing equipment and site improvements as hereinafter defined (the "Facility");

WHEREAS, Contractor has expertise in the development, operation and maintenance of waste transfer facilities and provision of waste transportation services;

WHEREAS, Contractor has the authority necessary to dispose of Controlled Acceptable Recyclables and other Acceptable Recyclables delivered to the Facility and the three Transfer Stations at alternate recycling facilities that are properly permitted and possess adequate capacity (the "Designated Facilities");

WHEREAS, MIRA has a municipal services agreement ("MSA") with Participating Municipalities and will direct Participating Municipalities to deliver or cause the delivery of Controlled Acceptable Recyclables to the Facility and the three Transfer Stations pursuant to the MSAs;

WHEREAS, MIRA has determined that the operation and maintenance of the Facility as a recycling transfer operation by Contractor will provide valuable assistance to MIRA in the performance of MIRA's statutory responsibilities; and

WHEREAS, MIRA now wishes to retain Contractor for the performance of certain Operations and Maintenance Services ("O&M Services") together with Transportation and Delivery of Acceptable Recyclables Services ("T&D Services"), and Contractor is willing to perform those services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other actions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - PRELIMINARY MATTERS

1.1 Incorporation of Recitals

The Recitals, the Exhibits and the Schedules to this Agreement are incorporated into the body of this Agreement as a part hereof.

1.2 Certain Definitions

Capitalized terms used in this Agreement have the meanings ascribed to such terms herein or in Exhibit 1 hereto.

1.3 Rules of Construction

As used in this Agreement, except as otherwise provided or unless the context otherwise requires: (i) the terms defined in this Agreement include the plural as well as the singular; (ii) 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 other subdivision; (iii) references to an "Article," "Section" or other subdivision are to this Agreement except as otherwise stated; (iv) a reference to either gender includes the other gender; (v) words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided; and (vi) the words "include" and "including" shall be deemed to be followed by the words "without limitation."

ARTICLE 2 - PERFORMANCE OF TRANSITION SERVICES

Contractor shall perform the Transition Services in Exhibit 2 hereto, in the manner and at the times required by this Article 2.

2.1 Performance of Transition Services

The Transition Period shall begin on the day (the "Transition Period Commencement Date") Contractor receives the Notice to Proceed with Transition Services from MIRA, together with the Facility Manuals and any Facility Agreements as are in MIRA's possession. The Transition Period Commencement Date shall be a date mutually selected by the Parties. Upon its receipt of the Notice to Proceed with Transition Services and the preceding documents, Contractor shall commence the Transition Services described in Exhibit 2. Contractor acknowledges that it can and is willing to begin Transition Services at a mutually agreeable date but within one (1) week of written notice from MIRA. The Transition Period shall conclude on April 30, 2021.

2.2 Transition Plans

Once Contractor concludes its initial assessment of the Facility, it will develop, in consultation with MIRA, a mutually acceptable final plan (the "Transition Plan") for Transition Services and the timeline within which Contractor shall accomplish same. Contractor shall then perform the Transition Services in the manner and at the times stated in the mutually agreed-upon Transition Plan. Contractor shall apprise MIRA as necessary with respect to its performance of the Transition Services and shall meet with MIRA at MIRA's business office at such times and places as the Parties may mutually agree to review Contractor's progress with respect to the Transition Services and any changes necessary to the Transition Plan. Contractor shall not modify the Transition Plan without MIRA's prior written consent which consent shall not be unreasonably withheld. MIRA shall use reasonable efforts to approve or disapprove any such requested modification within five (5) Business Days following a written request from Contractor for the same. MIRA's approval of any such requested modification shall not be unreasonably withheld, provided that MIRA may withhold approval of any requested modification for which adequate supporting information is not supplied by Contractor. Contractor shall complete the Transition Services on or before the Transition Period Completion Date. Contractor shall use reasonable efforts to create the following on or before April 21, 2021: (1) the O&M/T&D Manual for O&M Services and T&D Services and (2) the Administrative Procedures Manual for the Facility and all other manuals identified in Exhibit 2 for MIRA's review and approval. Contractor shall make any changes to the preceding documents reasonably requested by MIRA and consistent with the schedule in this Section 2.2. On or before April 29, 2021, Contractor shall provide MIRA with written confirmation that Contractor shall complete the Transition Services on or before the Transition Period Completion Date and shall be prepared to assume the O&M Services and the T&D Services on that date, together with copies of the completed O&M/T&D Manual for O&M Services and T&D Services and the Administrative Procedures Manual for the Facility.

2.3 Payment for Transition Services

MIRA shall pay Contractor for its performance of the Transition Services at the times and in the amounts set out in Schedule 14.1 hereto.

ARTICLE 3 - PERFORMANCE OF O&M SERVICES; T&D SERVICES; MIRA RESERVED RIGHTS; MIRA OBLIGATIONS

3.1 Requirement to Perform

Contractor shall perform the O&M Services and the T&D Services in Exhibit 3 hereto at the times required by this Article 3. MIRA shall pay Contractor as provided in Schedule 14.2 hereto for all O&M Services and T&D Services performed in accordance with this Agreement.

3.2 Commencement and Performance of O&M Services and T&D Services

On and after May 3, 2021 (the "Commencement Date") and continuing through June 30, 2027 (the "O&M Contract Period") unless earlier terminated in accordance with Section 4.2 of this Agreement, Contractor shall perform the O&M Services and the T&D Services.

3.3 Authorized Activities

Contractor shall perform only those activities (the "Authorized Activities") necessary to perform the Services, so as to enable the Facility and MIRA to transfer Controlled Acceptable Recyclables and other Acceptable Recyclables to the Designated Facilities (and no other activities) in the manner required by this Agreement, subject to the MIRA Reserved Rights.

3.4 MIRA Reserved Rights

3.4.1 MIRA Reserved Rights

MIRA reserves for itself and its representatives, contractors (other than Contractor), and others claiming by and through MIRA, and shall at all times during the Term, retain the following rights (the "MIRA Reserved Rights"): (i) the right to use, or to allow any Third Party to access and use the Facility for any purpose or use that does not interfere with Contractor's performance of the Services as permitted hereunder; (ii) the right to contract with any Third Party for any purpose concerning the Facility, so long as such purpose does not interfere with Contractor's performance of the Services as permitted hereunder; (iii) the right to make business and strategic decisions as MIRA deems appropriate from time to time in reference to the operation and maintenance of the Facility; (iv) the right to review and approve any and all specifications for improvements, repairs, and replacements necessary in the performance of Services hereunder on MIRA property; and (v) any other power, authority, interest, privilege, license, franchise or other right, thing or activity of any kind or nature; provided that, in each case (i) through (v), the use or exercise of the same does not interfere with Contractor's performance of the Services as permitted hereunder or reduce the availability of the Facility or any part thereof for its intended purpose of transferring Controlled Acceptable Recyclables or other Acceptable Recyclables to the Designated Facilities. At all times, MIRA shall retain overall supervision and control of the business, design, operating, management, transportation, marketing, planning and research and development functions to be carried out or to be performed by Contractor to the extent required by Applicable Law provided that MIRA does not interfere with Contractor's performance of the Services as permitted hereunder.

3.4.2 Access Rights

MIRA and its representatives, contractors (other than Contractor) and any other Person claiming by and through MIRA with respect to the use or exercise of any

of the MIRA Reserved Rights, shall have all necessary access rights, and may keep and store at appropriate locations at the Facility, all necessary vehicles, tools, supplies, equipment and other necessary materials, provided that the exercise of such rights does not interfere with Contractor's performance of the Services as permitted hereunder.

3.4.3 Documents, Materials, Records and Accounts

MIRA and its representatives, contractors (other than Contractor) and any other Person claiming by and through MIRA with respect to the use or exercise of any of the MIRA Reserved Rights shall have access to any documents, materials, and records and accounts relating to the Facility operations, for purposes of inspection and review. Upon a reasonable request by MIRA, Contractor shall provide any such Person with access to all operating data and operating logs maintained at the Facility. During any inspection or review of the Facility, all Persons granted access pursuant to this Section 3.4.3 shall comply with Contractor's safety and security procedures, and shall conduct inspections and reviews in such a manner as to cause minimum interference with Contractor's performance of the Services. Contractor shall also cooperate with MIRA in the provision of access to the Facility by public visitors.

3.4.4 MIRA Ownership

Subject to the provisions of this Agreement, all real property at the Facility, including all land, buildings, structures, and improvements situated thereon, together with all building materials purchased for inclusion therein, is and will at all times during and after the Term, be owned absolutely by MIRA without further act or deed on the part of any Person.

3.4.5 Contractor Ownership

Contractor shall furnish at its own expense and retain all rights, title and interest in and to all Contractor Equipment used in the provision of Services.

3.4.6 Reservation of MIRA Reserved Rights

The reservation of the MIRA Reserved Rights shall not: (i) impose any obligation on MIRA to exercise any of the MIRA Reserved Rights; (ii) render MIRA liable to Contractor or to any other Person for the failure to do so; or (iii) relieve Contractor of any of its obligations under this Agreement.

3.5 MIRA Obligations.

On or after the Commencement Date and continuing during the Term, MIRA shall, at no cost to Contractor, cause each then-current Participating Municipality to deliver or cause to deliver all Controlled Acceptable Recyclables to the Facility and the three Transfer Stations, as applicable. MIRA does not guarantee the amount of Controlled Acceptable Recyclables or other Acceptable Recyclables to be delivered to the Facility or the Designated Facilities in each Operating Year.

- 3.5.1 On or after the Commencement Date and continuing during the Term, at no cost to the Contractor, MIRA shall deliver or cause the delivery of all Controlled Acceptable Recyclables or other Acceptable Recyclables accepted at the Transfer Stations to the applicable Designated Facilities.
- 3.5.2 On the Commencement Date, MIRA shall make available to Contractor for use at the Facility, the three MIRA-owned balers for performance of the services herein in the condition that the current contractor/operator of the Facility is required to provide them upon completion of its services in accordance with its agreement with MIRA or Applicable Law. At the end of the Term, or earlier termination of this Agreement, Contractor shall return the three balers to MIRA in the same condition less reasonable wear and tear.
- 3.5.3 This Agreement allows MRR during the Term and thereafter to do business with any past, current, or future Participating Municipality, including the handling, processing, acceptance, transport, and/or disposal of Solid Waste generated within the borders of any past, current, or future Participating Municipality, at any facility other than the Recycling Facility and the three Transfer Stations. For the avoidance of doubt, MRR may do business with any Participating Municipality that “opts out” of a MIRA MSA.

ARTICLE 4 - TERM; CONDITION PRECEDENT

4.1 Effectiveness; Condition Precedent

This Agreement is effective as of the Effective Date; however, the obligations of the Parties hereunder shall not commence until Contractor has received the Notice to Proceed with Transition Services.

4.2 Term

Contractor shall commence and complete performance of the Transition Services during the Transition Period and in the manner required under Article 2 hereof and Exhibit 2 hereto. Contractor shall commence and complete performance of the O&M Services and the T&D Services during the O&M Contract Period required in Article 3 hereof and Exhibit 3 hereto. The Transition Period together with the O&M Contract Period shall comprise the Term of this Agreement which shall end on June 30, 2027. Beginning on July 1, 2022 and on each July 1 thereafter during the Term, MIRA may terminate this Agreement if, MIRA, in its sole discretion, determines that operations contemplated by this Agreement are no longer viable and by providing written notice to Contractor by April 1 of that year of its intention to terminate the Agreement the following July 1.

**ARTICLE 5 - STANDARDS APPLICABLE TO CONTRACTOR'S
PERFORMANCE OF THE O&M SERVICES AND THE T&D SERVICES;
CERTAIN OBLIGATIONS OF CONTRACTOR**

5.1 Standards Applicable to Performance of O&M Services and T&D Services

Contractor shall perform the Services in the manner required by: (i) this Agreement; (ii) Prudent Operating and Maintenance Practices; (iii) the Facility Manuals, the O&M/T&D Manual for O&M Services and T&D Services, Administrative Procedures Manual and all other manuals identified in Exhibits 2 and 3; and (iv) the Insurance required pursuant to Article 17. Consistent with the preceding sentence, Contractor shall use commercially reasonable efforts to maximize the Controlled Acceptable Recyclables transferred through the Facility to the Designated Facilities.

**5.2 Disputes re: Prudent Operating and Maintenance Practices;
Performance Goals**

Any disputes concerning Contractor's compliance with the Prudent Operating and Maintenance Practices shall be adjudicated pursuant to the dispute resolution procedures in Section 22.5.

5.3 Facility Conditions

On and after the Commencement Date, Contractor shall be responsible for any and all conditions created as a result of the Services performed at the Facility by Contractor for which it is responsible, subject to the provisions governing insurance, indemnity, and limitation of liability elsewhere in this Agreement. Notwithstanding the above, Contractor shall not be responsible for (i) conditions created by acts or omissions taken at the direction of MIRA to which Contractor has expressed an objection in writing; (ii) ordinary wear and tear of the Facility; and (iii) all conditions created by acts or omissions of the waste haulers permitted by MIRA to deliver Controlled Acceptable Recyclables or other Acceptable Recyclables to the Facility.

5.4 Environmental Compliance

5.4.1 Compliance with Environmental Laws

Contractor shall conduct, and shall require any Subcontractor to conduct all operations at the Facility in accordance with applicable Environmental Laws and the Environmental Permits. It is understood and agreed that: (i) in the course of performing Services hereunder, neither Contractor nor any of its officers, directors, employees, agents, representatives or Affiliates is, has been or will be deemed by MIRA to be, nor will any such Person have responsibility as an operator of the Facility for purposes of applicable Environmental Laws and in the event that Contractor is deemed to be an operator of the Facility by any Person, MIRA shall indemnify Contractor for any associated costs, losses or liabilities unless caused by Contractor's violation of applicable Environmental Law and Environmental Permits; and (ii) MIRA is now and shall be at all times deemed to be solely responsible, and shall take no position inconsistent with its

status as the sole operator of the Facility for purposes of applicable Environmental Laws. MIRA agrees to use its best efforts to take or cause to be taken all actions, to do or cause to be done and to assist and cooperate with Contractor in doing all things necessary, proper, or reasonably advisable to establish that MIRA is the operator of the Facility for purposes of applicable Environmental Laws. Notwithstanding anything to the contrary contained herein Contractor shall be responsible for complying with applicable Environmental Laws to the extent it is within Contractor's control and ability to comply while performing Services.

5.4.2 Facility Operations

Upon receipt by Contractor of the Notice to Proceed with the Transition Services, Contractor shall submit any applications required by any Governmental Authority necessary for Contractor to lawfully perform the O&M Services and the T&D Services under the Environmental Laws and the Environmental Permits. On and after the Commencement Date, Contractor shall be responsible for operating the Facility in compliance with all Environmental Permits. In each case in which MIRA, as Facility owner, is required by Environmental Laws to submit documentation to any Governmental Authority regarding the Environmental Permits or for any other reason, Contractor shall cooperate and provide MIRA with any such information reasonably requested by MIRA. For routine submittals, Contractor shall provide such information in draft form to MIRA not later than fifteen (15) Business Days prior to the date when any such data, form, document or information is required to be submitted to such Governmental Authority pursuant to an Environmental Permit or Environmental Laws. For non-routine submittals, Contractor shall endeavor to give MIRA as much time as practicable to review the submittal before submission to Governmental Authority is required.

5.5 Hazardous Materials

5.5.1 List of Hazardous Materials

Upon commencement of the O&M Services and T&D Services, Contractor shall provide a list of all Hazardous Materials used by Contractor in connection with the performance of the O&M Services and T&D Services and shall notify MIRA if additional Hazardous Materials are brought to the Facility (including by any Subcontractor). Except for Hazardous Materials so identified to MIRA (which shall include Hazardous Materials transported by others in compliance with Environmental Laws and in connection with Contractor's performance hereunder), Contractor shall not cause or permit any Hazardous Material to be brought upon, handled, generated, used, manufactured, transported, emitted, released, treated, stored, kept, disposed or used in or about the Facility by Contractor, any Subcontractor, supplier or any other Person, without the prior written approval of MIRA and in full compliance with Environmental Laws. The requirements of this section shall not apply to Hazardous Materials delivered to the Facility by waste haulers.

Unless resulting from Contractor's negligent use of Hazardous Materials while providing the O&M Services and the T&D Services, MIRA shall indemnify and hold harmless Contractor for any costs, expenses, or liabilities, including fines, penalties, investigation or remedial costs assessed or incurred on account of any load delivered by a MIRA permitted hauler to the Facility that contains Unacceptable Waste, and for all costs and expenses for removal by Contractor, if MIRA does not timely or properly remove the Unacceptable Waste.

5.5.2 Characterization of Wastes

Contractor shall provide written notice to MIRA as to any Hazardous Materials generated by or at the Facility and requiring transportation, for off-site treatment and disposal from the Facility under the Environmental Laws. MIRA, at its sole expense, shall perform, or shall arrange for the performance by Third Parties of such transportation, treatment and disposal.

5.6 Environmental Conditions

Contractor shall diligently avoid any Discharges of any Hazardous Materials and shall not willfully and intentionally Discharge any Hazardous Material into the Environmental Media. Contractor shall immediately respond to any Discharges to the Environmental Media and Remediate the Discharge in accordance with applicable Environmental Laws. Contractor shall as soon as possible notify MIRA verbally and in writing of any Discharge of which Contractor has knowledge, regardless of whether notification as to such Discharge is required to a Governmental Authority under the Environmental Laws. Contractor only shall be responsible for all Environmental Conditions caused by the negligence of Contractor including all Discharges of any material that occur at the Facility due to Contractor's negligence; excluding any Pre-Existing Contamination but including any increase or exacerbation of Pre-Existing Contamination caused by the negligence of Contractor during the Term. Contractor shall be responsible for all Environmental Conditions that would not have otherwise occurred were it not for Contractor's negligent oversight and management of any Subcontractor. The requirements of this section shall not apply to Hazardous Materials delivered to the Facility by waste haulers permitted or authorized by MIRA.

5.7 Preparedness and Training

Contractor shall insure that at all times there will be at least one individual present at the Facility who has been trained in emergency and Discharge response, spill prevention and preparedness. Contact information should be posted at various locations throughout the Facility identifying the individual(s) to be notified and the phone number(s) to use in notifying such individuals in the event of a Discharge.

5.8 Notices

Contractor shall verbally notify MIRA immediately and in writing as soon as practicable, but in any event within seventy-two (72) hours, of Contractor's receipt, knowledge or discovery of: (i) the presence of any Hazardous Material on, about, beneath or arising from any portion of the Facility that creates an obligation under any Environmental

Laws; (ii) any enforcement or action (including but not limited to any notices of violation, orders, consent orders, civil or criminal actions) instituted or threatened against Contractor or the Facility by any Governmental Authority pursuant to any Environmental Laws; and (iii) any claim made or threatened by any Person against Contractor or the Facility relating to any form of damage, loss or injury resulting from or claimed to result from any Environmental Conditions or claims of violations of Environmental Laws.

5.9 Meetings to Review Environmental Compliance

As deemed necessary by MIRA, MIRA and Contractor shall review the status of Contractor's compliance with the Environmental Permits and the Environmental Laws, and with the environmental provisions of this Article generally, at the quarterly meetings with MIRA held pursuant to Section 11.1, or at other times as deemed necessary by either Party.

5.10 Site Personnel; Contractors' Employees

Contractor shall comply with all Applicable Law with respect to its hiring, training, employing, compensation and/or termination of Site Personnel. All Site Personnel shall be deemed employees of Contractor and not of MIRA for all purposes of this Agreement. Contractor shall be responsible for all actions of the Site Personnel and for overall compliance by the Site Personnel with Applicable Law. Contractor shall ensure that all Site Personnel, and all employees of any Subcontractor:

- (a) Receive proper training (including the reporting and handling of emergency situations) and periodic retraining with respect to the performance of the Services;
- (b) Have clothing (including photo identification badges), safety equipment, tools, equipment and any other supplies needed to perform the Services in a safe and efficient manner;
- (c) Are able to communicate both verbally and in writing, in English to the extent permitted by Applicable Law;
- (d) Have satisfied all requirements of Applicable Law with respect to their eligibility to work in the United States and the State of Connecticut, and with respect to the obtaining and maintaining of any licenses, permits or other authorizations necessary for their performance of the Services; and
- (e) Shall not bring any firearms or other weapons, illegal drugs or non-prescribed prescription medication, alcoholic beverages or any Hazardous Materials onto the Facility unless the same is a requirement of their employment and has been authorized by MIRA.

5.11 MIRA Right to Exclude Certain Individuals

Without limitation of Contractor's overall responsibility for the acts and omissions of all Site Personnel, MIRA reserves the right to exclude any Site Personnel from the Facility

whom MIRA reasonably believes are a danger to themselves or any other Person or the Facility.

5.12 Protection of Persons and Property: Risk of Loss or Damage

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all Site Personnel and any other Persons who may be affected thereby; (ii) all equipment and other materials to be incorporated into the Facility or any Facility component under the care, custody or control of Contractor or any Subcontractor; and (iii) other property at the Facility, including trees, shrubs, lawns, walks, pavement, roadways, pipes, security system, fences, poles, structures and utility fixtures. Notwithstanding the above, Contractor shall not be responsible for any damage, injury or loss caused by waste haulers delivering Controlled Acceptable Recyclables or other Acceptable Recyclables to the Facility.

5.13 Notice of Damage or Theft

Contractor shall immediately upon learning of an incident of theft of materials, supplies or equipment, or upon learning of an incident of damage to Facility equipment or structures, provide MIRA's Facility General Manager with verbal notice of same followed by an incident report. Such incident report shall be in a format acceptable to MIRA, but shall, at a minimum, contain the date and time of the incident (if known), a description of the missing materials, supplies or equipment, or the damage caused, and the party(ies) responsible for such theft or damage.

5.14 Facility Deliveries

- (a) Deliveries of Controlled Acceptable Recyclables and other Acceptable Recyclables shall be weighed upon arrival to the Facility by MIRA and further subject to inspection, acceptance or rejection by MIRA pursuant to this Agreement and Applicable Law. Rejection of a delivery at the Facility shall be based on MIRA's estimate that the delivery contains an excessive amount of Unacceptable Recyclables. In the event of rejection at the Facility and failure of the delivering party to retrieve its rejected load by the end of the day of delivery, Contractor shall re-load the unacceptable delivery into an onsite container provided by Contractor which Contractor shall deliver to MIRA's Hartford waste-to-energy facility or other mutually acceptable properly permitted facility for disposal. The Contractor and MIRA agree that the rental fee is two hundred fifty dollars and zero cents (\$250.00) per month subject to a three percent (3.00%) annual escalator starting July 1, 2022, the hauling fee is two hundred fifty dollars and zero cents (\$250.00) per haul subject to a three percent (3.00%) annual escalator starting July 1, 2022, and there shall be no disposal fee per ton assessed to the Contractor. If MIRA directs Contractor to deliver such rejected loads to a facility other than the Hartford waste-to-energy facility, MIRA is responsible for all incremental costs associated therewith.

For the first two months of the Term (i.e., May and June of 2021), MRR will provide an onsite container for each of North Branford and East Hartford's rejected loads

which are not retrieved by the respective municipality by end of the day of delivery. MIRA agrees that the rental fee is two hundred fifty dollars and zero cents (\$250.00) per month for each container and the hauling fee is two hundred fifty dollars and zero cents (\$250.00) per haul to MIRA's Hartford waste-to-energy facility or other mutually acceptable properly permitted facility for disposal and there shall be no disposal fee per ton assessed to Contractor. If MIRA directs Contractor to deliver such rejected loads to a facility other than the Hartford waste-to-energy facility, MIRA is responsible for all incremental costs associated therewith.

Contractor agrees to cooperate with MIRA in the inspection of deliveries to the Facility and in estimating the percentage, if any, of Unacceptable Recyclables contained within such deliveries. MIRA shall make all final determinations of acceptance or rejection at the Facility pursuant to this Agreement and Applicable Law and considering the criteria for acceptance at the Designated Facilities.

- (b) MIRA shall cause all deliveries of Controlled Acceptable Recyclables and other Acceptable Recyclables to the three Transfer Stations to be weighed upon arrival to the Transfer Stations and be subject to inspection at the Transfer Stations. Rejection of a delivery at the Transfer Stations shall be based on MIRA's estimate that the delivery contains an excessive amount of Unacceptable Recyclables. In the event of rejection at the Transfer Stations, such material shall not be transferred to the Designated Facilities. MIRA shall make all final determinations of acceptance or rejection at the Transfer Stations considering the criteria for acceptance at the Designated Facilities.
- (c) Deliveries of Controlled Acceptable Recyclables or other Acceptable Recyclables shall be weighed upon arrival to the Designated Facilities by Contractor and further subject to inspection, acceptance or rejection by Contractor. Rejection of a delivery at the Designated Facilities shall be based on Contractor's estimate that the delivery contains an excessive amount of Unacceptable Recyclables in accordance with Schedule 14.2.5. In the event that a load of Controlled Acceptable Recyclables or other Acceptable Recyclables hereunder is rejected at the Designated Facilities, Contractor shall dispose or cause the disposal of such load, and MIRA shall reimburse Contractor in accordance with Schedule 14.2.5.

5.15 Vehicles and Trailers

All vehicles and trailers used by Contractor in the performance of the T&D Services hereunder shall comply with all Applicable Laws, including but not limited to Environmental Laws, governing the transportation and disposal of Controlled Acceptable Recyclables or other Acceptable Recyclables hereunder, and all trailers shall be leak proof and covered throughout the entire trip from the Facility to the Designated Facilities. Trailers must be capable of being top loaded. Tarp covers shall enclose the entire length and width of the body of the trailer and shall ensure that no Controlled Acceptable Recyclables or other Acceptable Recyclables, or particulate matter, emanates from under the cover. To ensure no spillage, the tarp covers shall be placed on the

trailers prior to Controlled Acceptable Recyclables or other Acceptable Recyclables being transported from the Facility.

5.16 Transportation

Contractor shall transport Controlled Acceptable Recyclables or other Acceptable Recyclables from the Facility at such times and in the manner set forth in the O&M Services and the T&D Services set forth in Exhibit 3, the Permits and the terms of this Agreement. After the trailers are loaded with Controlled Acceptable Recyclables or other Acceptable Recyclables at the Facility and covered by Contractor with the trailer covers, Contractor shall not remove or add any Acceptable Recyclables or other materials from the trailers from the time the trailers are driven from the Facility until the load is delivered to the Designated Facilities. Contractor shall have a continuing obligation to protect against spillage or leakage of Controlled Acceptable Recyclables or other Acceptable Recyclables from its trailers at all times after Controlled Acceptable Recyclables or other Acceptable Recyclables are loaded into the trailers and covered by Contractor, removed from the Facility, and transported and delivered to the Designated Facilities.

Contractor shall be fully responsible for the clean-up of any Acceptable Recyclables that are spilled during the transportation of the Controlled Acceptable Recyclables or other Acceptable Recyclables from the Facility to the Designated Facilities on any public or private road, railway or property, including MIRA property. Contractor must act diligently and promptly to respond to the spill and to initiate clean-up activities in accordance with all Applicable Laws, and Contractor shall indemnify MIRA for and hold MIRA harmless against any and all claims or damages arising from or in connection with any such spill or clean-up activities. If clean-up of a spill is not initiated promptly by Contractor, MIRA, at its option but without any obligation to do so, may perform any clean-up not performed by Contractor and may deduct from any amount otherwise due to Contractor hereunder the reasonable costs incurred by MIRA in connection with any such clean-up.

5.17 Title to Controlled Acceptable Recyclables or Other Acceptable Recyclables

Title shall pass to Contractor upon a determination by MRR or the Designated Facility that the Controlled Acceptable Recyclables or other Acceptable Recyclables meet all the requirements of this Agreement and Applicable Law. At no time shall title to Controlled Acceptable Recyclables or other Acceptable Recyclables revert to MIRA after title passes to Contractor, regardless of any Change-in-Law. At no time shall title to Unacceptable Recyclables pass to Contractor or a Designated Facility.

Title to the Controlled Acceptable Recyclables or other Acceptable Recyclables delivered to the Recycling Facility shall pass to the Contractor upon Contractor's acceptance of such materials at the Recycling Facility if such materials meet all the requirements of this Agreement and Applicable Law. Title to the Controlled Acceptable Recyclables or other Acceptable Recyclables received at the Torrington and Watertown

Transfer Stations shall pass to Contractor upon Contractor's acceptance of such materials at the Berlin MRF if such material meets all the requirements of this Agreement and Applicable Law. Title to the Controlled Acceptable Recyclables or other Acceptable Recyclables received at the Essex Transfer Station shall pass to Contractor if MIRA, after inspections, determines the material meets all requirements of this Agreement and Applicable Law.

ARTICLE 6 - TAXES

6.1 No Pass-Through of State of Connecticut Taxes to MIRA

Pursuant to Conn. Gen. Stat. § 22a-270, MIRA is exempt from all State of Connecticut taxes. Therefore, Contractor shall not charge, pass through to or otherwise seek payment of any such taxes from MIRA with respect to goods or services obtained by Contractor for the performance of the Services (including under any Subcontract). Contractor shall be provided with a State of Connecticut Department of Revenue CERT-131 issued by MIRA to assist Contractor and Contractor's Subcontractors in complying with this provision.

ARTICLE 7 - RECOVERED PRODUCTS & COMPENSATION

7.1 Recovered Products

MIRA shall have no right, title or interest in any Recovered Products during the Term. Contractor shall have all such rights, title and interest in any Recovered Products during the Term.

7.2 Recycling Rebate/Charge

The recycling rebate or charge is contained in Schedule 14.2 and is incorporated into this Agreement.

7.3 Recycling Mandate

In further consideration of the granting of rights, title and interest to Recovered Products to Contractor, Contractor agrees all Controlled Acceptable Recyclables or other Acceptable Recyclables delivered to the Facility shall be transported and delivered to the Designated Facilities for the sole purpose of being processed into Recovered Products.

Nothing in this Agreement shall be construed as requiring or authorizing Contractor to process Controlled Acceptable Recyclables or other Acceptable Recyclables into Recovered Products at the Facility.

7.4 Payment of Compensation

MIRA's obligation to make any such payments in the amounts and at the times herein specified is absolute and unconditional, and is not subject to any setoff, abatement, counterclaim, recoupment, defense (other than payment itself) or other right which MIRA may have against Contractor or any other person for any reason whatsoever or any reason, known or unknown, foreseeable or unforeseeable, which might otherwise

constitute a legal or equitable defense or discharge of liabilities of MIRA or limit recourse against MIRA. Payment made pursuant to this provision will not prejudice the right of MIRA to claim abatements, refunds, or adjustments to which it is entitled under this Agreement or pursuant to Applicable Law.

ARTICLE 8 - OPERATIONS

8.1 No Liens

Contractor shall keep and maintain the Facility free and clear of all Liens resulting from either Contractor's or any Subcontractor's performance of the Services or the failure to perform the Services.

8.2 Personnel Matters

Contractor shall be solely responsible for determining the working hours, rates of compensation and all other matters relating to the employment of Site Personnel. Contractor shall retain authority, control and responsibility with respect to all of its employees and its employment policies.

8.3 Representatives of Contractor

8.3.1 Facility Manager

Within five (5) Business Days after the Transition Period Commencement Date, Contractor shall propose for MIRA's approval, not to be unreasonably withheld, the identity of a Facility manager (the "Facility Manager") who shall coordinate with MIRA concerning Contractor's performance of the Services.

8.3.2 Plant Manager

At least 30 days prior to the Commencement Date, Contractor shall propose for MIRA's approval, not to be unreasonably withheld, a plant manager (the "Plant Manager") who shall direct and manage the Site Personnel in the performance of the O&M Services and T&D Services. For issues arising out of the day-to-day administration of the Facility, the Plant Manager shall communicate with the MIRA Facility General Manager appointed pursuant to Section 8.3.3. Contractor shall inform MIRA prior to the replacement of the Plant Manager as to Contractor's intent to do so, and Contractor shall obtain MIRA's approval, not to be unreasonably withheld, before designating any replacement Plant Manager. The Plant Manager shall spend the majority of his work hours at the Facility, and Contractor shall designate an individual or individuals to perform the duties of the Plant Manager when the Plant Manager is not present at the Facility, and shall provide MIRA with the names of those individuals, so as to ensure the presence at all times at the Facility of an individual able to perform the duties of the Plant Manager.

8.3.3 Representative of MIRA – MIRA Facility General Manager

MIRA shall appoint for the Facility (and shall notify Contractor in the Notice to Proceed with Transition Services as to the identity of) a MIRA general manager (the “MIRA Facility General Manager”), who shall coordinate with Contractor concerning the administration of this Agreement. The MIRA Facility General Manager shall be an employee of MIRA. MIRA shall notify Contractor in writing as to the appointment of any successor to the MIRA Facility General Manager.

8.4 **MIRA Directions to Contractor**

Subject to the requirements of this Agreement, Contractor will perform the Services at the Facility according to MIRA Facility General Manager’s directions. The Parties agree that actions taken or not taken by Contractor at the Facility pursuant to MIRA Facility General Manager’s directions comply with Prudent Operating and Maintenance Practices, and Contractor shall incur no liability to MIRA or any Person for acting or refraining to act in accordance with MIRA Facility General Manager’s directions.

8.5 **Contractor Not a Beneficiary Under the Facility Agreements**

The references herein to the Facility Agreements shall not make Contractor a third-party beneficiary to the Facility Agreements or otherwise provide any benefits to Contractor under the Facility Agreements.

8.6 **Emergency Action**

In the event of any occurrence affecting the safety, health or protection of, or otherwise endangering any persons or property located at the Facility, or having a reasonable probability of resulting in any of the same (an “Emergency”), Contractor shall take immediate action to prevent or mitigate any damage, injury or loss threatened by such Emergency, and shall as soon as possible notify the MIRA Facility General Manager verbally of such Emergency and of Contractor’s response thereto and in writing as soon as practical under the circumstances. Contractor shall take such actions and expend such funds reasonably necessary to respond to any Emergency and such funds shall be reimbursed by MIRA within 30 days of receipt of an invoice, notwithstanding Schedule 14.2.

8.7 **Weekly Operations Meeting**

Each Monday morning or other days as mutually agreed by the Parties, Contractor’s Plant Manager, or his designee, shall meet with MIRA’s Facility General Manager, or his designee, to discuss the upcoming week’s operation and maintenance activities and to review the past week’s performance and activities respectively.

ARTICLE 9 - ITEMS TO BE FURNISHED BY MIRA

9.1 General

Upon a request by Contractor, MIRA shall provide to Contractor at MIRA's expense, the information and other items described in this Article 9. Such items shall be made available at the times and in the manner reasonably required for the timely and orderly performance of the Services.

9.2 Information

In addition to any Facility Agreements and other documents provided pursuant to Section 2.1, MIRA shall promptly provide to Contractor (i) a copy of each new Facility Agreement executed after the Transition Period Commencement Date (including any replacement for an existing Facility Agreement), and (ii) any amendment or other modification of a previously-executed Facility Agreement. MIRA shall also provide Contractor with written notice as to the early termination of any Facility Agreement. In addition, MIRA shall promptly provide to Contractor copies of such other Facility technical, operational or other information as comes into MIRA's possession.

9.3 Access to Facility

Contractor shall have access to the Facility sufficient to perform the Services.

9.4 Other MIRA-Supplied Items

MIRA shall provide the following items to Contractor:

9.4.1 Utilities

At the Facility, MIRA shall deliver to Contractor water and electricity. Neither MIRA nor Contractor shall have any liability for any utility's failure to provide water or electricity. The allocation of utilities costs at the Facility is set forth in Schedule 14.2.

9.4.2 Spare Parts and Supplies

On and after the Commencement Date and during the Term, MIRA shall make available to Contractor the MIRA-owned balers in the condition the current contractor is obligated to leave them under its agreement with MIRA for use at the Facility. Nothing in this section shall be construed to obligate MIRA to provide spare parts and supplies required by Contractor to perform the T&D Services.

9.4.3 Instructions, Approvals

Upon request by Contractor, MIRA shall provide or cause to be provided to Contractor such instructions, as can be reasonably provided, to assist Contractor in the performance of the Services. MIRA shall timely provide the approvals necessary to perform the Services consistent with Applicable Law and this Agreement. MIRA shall not require Contractor to take any action inconsistent

with Applicable Law or this Agreement, or which could foreseeably (i) adversely affect the safety or health of any individual, or (ii) cause damage to property located at the Facility or on the Site.

9.5 Permits

On and after the Commencement Date and continuing during the Term, MIRA shall obtain and use all reasonable efforts to maintain from the appropriate Governmental Authorities all Permits necessary for the ownership, operation and maintenance of the Facility, including the intended purpose of this Agreement which is the transfer of Controlled Acceptable Recyclables or other Acceptable Recyclables to the Designated Facilities, other than any Permits required by Applicable Law to be in the name of Contractor.

9.6 Disclaimer

Except as provided in Section 9.7 and Section 19.2 below, MIRA has not made and is not now making, and specifically disclaims, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, past, present or future, with respect to the Facility. MIRA shall not be liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Facility furnished by MIRA, any agent, employee or other representative of MIRA or any other Person, unless set forth or referenced in this Agreement.

9.7 Full Knowledge of Contractor

Contractor, to the extent reasonably practicable, shall endeavor to discover, identify and disclose to MIRA any compliance issues with the Facility within 90 days after beginning Services. Any compliance issues which were not discovered within the initial 90 day period shall be reported to MIRA within two (2) business days of discovery. If permit modifications are required for the performance of transfer operations and the services contemplated hereunder, MIRA shall obtain all such required permit modifications at its expense prior to the April 15, 2021. In the event that MIRA is unable to obtain such permit modifications after commercially reasonable efforts this Agreement shall terminate by notice to Contractor on or before April 30, 2021.

9.8 Limitation on Use of MIRA Property

Contractor shall only use MIRA's vehicles, equipment, or property for those activities authorized and approved by MIRA in writing. Upon completion or termination of this Agreement, Contractor shall immediately return all of MIRA's property, vehicles, equipment, tools, parts, or any other MIRA property or items over to MIRA in the same condition said property or items was received by Contractor, reasonable wear and tear excepted.

All Contractor employees that use a MIRA vehicle on-road shall have their Department of Motor Vehicle annual driver's record subject to review by MIRA. MIRA, in its sole option, may prohibit any Contractor employee from using a MIRA vehicle on-road.

ARTICLE 10 - BUDGET AND PLAN; SUBCONTRACTS; CAPITAL PROJECTS

10.1 Budget and Plan

10.1.1 O&M Services for the First Operating Year

MIRA shall prepare as part of its Facility budget adopted for its 2022 fiscal year (effective July 1st, 2021), a budget (the "Initial Budget") for the performance of the O&M Services and T&D Services during such year. MIRA shall inform Contractor with regard to the Initial Budget.

10.1.2 O&M Services for Subsequent Operating Years; Proposed Budget and Proposed Plan

For each Operating Year after the first Operating Year, no later than November 1st prior to the beginning of each such Operating Year, MIRA and Contractor shall meet to discuss the key assumptions for such Operating Year. The key assumption will be the anticipated quantity of Controlled Acceptable Recyclables or other Acceptable Recyclables to be transferred through the Facility and the three Transfer Stations. MIRA shall also be promptly informed of any potential unionization of Contractor's employees at the Facility and MIRA shall be kept apprised of all negotiations with any union and consulted before Contractor enters any agreement with a union.

10.1.3 MIRA Adoption of Budget and Plan

MIRA shall adopt a Budget and Plan for the subject Operating Year as part of its adoption of its overall Facility and CSWS budget for MIRA's contiguous fiscal year. MIRA shall provide Contractor with the budget ("Budget") and plan ("Plan") as so adopted, at least 90 Days prior to the subject Operating Year. Each Budget and Plan so adopted shall remain in effect throughout the subject Operating Year, unless modified as permitted hereunder. Each Operating Year's Budget and Plan shall include sufficient funds to compensate Contractor for Services performed hereunder during each such Operating Year.

10.2 MIRA's Capital Projects

MIRA may determine at any time that it is necessary to implement a Capital Project. MIRA may implement a Capital Project so long as such project does not substantially interfere with Contractor's performance of the Services.

10.3 MIRA Not Responsible for Certain Costs and Expenses

MIRA shall not be responsible for and Contractor shall not include in any invoice, bill or other request for reimbursement, any cost or expense incurred by Contractor resulting from or related to: (i) any breach by Contractor of this Agreement, including any costs to discharge a Lien for which Contractor is responsible; (ii) any violation by Contractor of Applicable Law, including any fine or other penalty imposed by any Governmental

Authority as the result of Contractor's failure to comply with any Permit requirement; or (iii) Contractor's indemnification obligations pursuant to Article 18.

ARTICLE 11 - VARIANCES FROM BUDGET; QUARTERLY REVIEW OF PERFORMANCE UNDER PLAN AND BUDGET

11.1 Quarterly Review of Contractor Performance

MIRA and Contractor shall meet at least quarterly at a mutually agreeable place to review the performance of Contractor, the performance of any Subcontractor under a Subcontract, and any related matters. Contractor shall cooperate with MIRA with respect to such review.

ARTICLE 12 - CONTRACTOR PROVISION OF INFORMATION

12.1 Facility Information; Contractor Provision of Facility Information

Contractor shall maintain information received from any Person, or recorded, prepared or otherwise generated by it that is necessary for the performance of the Services, or which is necessary for Contractor or MIRA as applicable, to comply with Applicable Law, any Facility Agreement, or to conduct any other Facility business, including Facility planning (collectively, "Facility Information"). Contractor shall provide MIRA with specified Facility Information within five (5) Business Days after a written request by MIRA for such Facility Information. Without limitation of the preceding sentence, Contractor shall make all Facility Information available during regular business hours for MIRA's inspection, and MIRA shall be entitled to make copies of any such records.

12.2 Updates of Contractor Documents

Contractor shall promptly provide MIRA with copies of any proposed amendments or any other changes to the O&M/T&D Manual for O&MT&D T&D Services and T&D Services and the Administrative Procedures Manual for its review and approval, such approval not to be unreasonably withheld or delayed.

12.3 Litigation and Permit Lapses

Upon the receipt of written notification as to any of the following relating to the Facility or the Services, each Party shall provide verbal notice immediately and, within five (5) Business Days provide written notice to the other Party of the same: (i) any litigation, action or other claim filed by or with any Governmental Authority; (ii) any refusal to grant, renew or extend (or any action filed with respect to the granting, renewal or extension of) any Permit; (iii) any notice of violation, fine or other penalty issued by any Governmental Authority; (iv) any other dispute with any Governmental Authority which could reasonably be expected to materially affect the operation or maintenance of the Facility or performance of the Services; or (v) any litigation, action or other claim filed by any Third Party other than a Governmental Authority which could reasonably be expected to materially affect the operation or maintenance of the Facility or performance of the Services. In addition to its obligation to the other Party after the receipt of written notification as to the matters identified in clauses (i), (ii), (iii), (iv) or (v), each Party shall

provide verbal notice immediately and, within five (5) Business Days also provide written notice to the other Party as to the receipt of any oral or written communications concerning such matters, which the receiving Party reasonably believes may affect the Facility or the Services.

12.4 Reports; CMMS

Contractor shall provide MIRA with a daily, monthly and annual report (a "Daily Report," "Monthly Report," or "Annual Report," as applicable; collectively "Reports") containing Facility throughput, tons of Controlled Acceptable Recyclables or other Acceptable Recyclables transferred and delivered to the Designated Facilities including weight tickets from such Designated Facilities.

12.5 Special Reports

Contractor shall provide to MIRA reports of unusual or significant unplanned operating events as soon as reasonably possible.

ARTICLE 13 - LIMITATIONS ON CONTRACTOR AUTHORITY

13.1 General Limitation on Contractor Authority

Contractor has no authority to make policies or decisions with respect to the overall operation of the Facility as an ongoing enterprise, and agrees that MIRA shall determine all such matters provided that any determination by MIRA does not interfere with Contractor's performance of the Services permitted hereunder. No provision in this Agreement shall be deemed to permit, and Contractor shall take no action to do any of the following, unless specifically authorized and directed to do so by MIRA:

13.1.1 Dispose of Assets

Sell, lease, pledge, mortgage, encumber, convey, or make any license, exchange or other transfer or disposition of the Facility or any other property or assets of MIRA.

13.1.2 Make Expenditures

Make any expenditure on MIRA's account; provided, however, that in the event of an actual or threatened Emergency, Contractor, without approval from MIRA, may make such reasonable expenditures as are necessary to prevent or mitigate such Emergency and be reimbursed by MIRA, unless the cause of the Emergency is due to Contractor's negligence.

13.1.3 Take Other Actions

Take or agree to take any other action or actions that individually or in the aggregate, materially varies from the Services; provided, however, that in the event of an actual or threatened Emergency, Contractor, without approval from MIRA, may take all reasonable actions to prevent or mitigate such Emergency

and be reimbursed by MIRA, unless the cause of the Emergency is due to Contractor's negligence.

13.1.4 Act Regarding Lawsuits and Settlements

Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due from MIRA, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to the same; or

13.1.5 Pursue Transactions

Engage in any transaction on behalf of MIRA not authorized by this Agreement.

13.1.6 Effect Upon O&M Services and T&D Services

Nothing in this section shall be construed to limit Contractor's authority to make business decisions and act on its own account with respect to the purchase, sale, lease, maintenance or operation of equipment Contractor furnishes at its expense and which is deployed in the provision of O&M Services and T&D Services provided that no such decisions shall adversely affect Contractor's ability to timely provide such O&M Services and T&D Services.

ARTICLE 14 - COMPENSATION; PAYMENT

14.1 Contractor Article 2 Compensation – Transition Services

Contractor Article 2 Compensation for Transition Services is contained in Schedule 14.1 attached hereto and is incorporated into this Agreement.

14.2 Contractor Article 3 Compensation – O&M Services and T&D Services

Contractor Article 3 Compensation for O&M Services and T&D Services is contained in Schedule 14.2 attached hereto and is incorporated into this Agreement.

ARTICLE 15 - EVENTS OF DEFAULT; REMEDIES

15.1 Contractor Events of Default

Each of the following events shall constitute a "Contractor Event of Default":

- (a) Any material representation or warranty made by Contractor herein, or in any certificate or other document executed and delivered by Contractor on or after the Effective Date in connection herewith, is untrue in any material respect on the Effective Date or on the Transition Period Commencement Date, as applicable;
- (b) Contractor (i) fails to obtain or maintain as applicable any Permit required by Applicable Law to be held in the name of Contractor; or (ii) otherwise fails to

comply with any order, injunction, decree, directive, interpretation or pronouncement of or by any Governmental Authority (including the failure to timely pay any fine or other monetary penalty), and such failure continues for thirty (30) Days after written notice of the same from MIRA; provided that any such failure by Contractor which (i) is the subject of a good-faith appeal or other such adjudication by Contractor (until such time as all such adjudications have been finely resolved), or (ii) has no material impact on MIRA, Contractor, the Facility, the Site or Contractor's ability to perform the Services, shall not be a Contractor Event of Default.

- (c) Contractor becomes Bankrupt;
- (d) A Lien has been made against all or any part of the Facility or the site (or any interest in either) as the result of any encumbrance created, incurred, assumed or suffered to exist by Contractor or any Person claiming through it, and such Lien has not been vacated, removed or stayed by court order, bonding or otherwise within thirty (30) days after written notice from MIRA as to the existence of such Lien;
- (e) Contractor is in default of any obligation, including a payment obligation to a Third Party, and such default materially impairs Contractor's ability to perform the Services; and such failure continues for thirty (30) Days after written notice of the same from MIRA;
- (f) Contractor persistently or repeatedly materially fails to perform any of the Services in the manner required by this Agreement, including any persistent or repeated failure to perform O&M Services or T&D Services in a manner consistent with Prudent Operating and Maintenance Practice, having earlier been notified under Section 15.2 of such failure;
- (g) Contractor fails to materially conform any Subcontract to any MIRA requirement concerning the same; and such failure continues for thirty (30) Days after written notice of the same from MIRA; or
- (h) Contractor otherwise materially fails to perform or observe any material obligation, covenant or condition required under this Agreement, and such failure continues for thirty (30) days after written notice from MIRA as to the same.
- (i) Contractor does not proceed with its approximately \$30 million investment in Berlin MRF.

15.2 MIRA Notice as to Contractor Event of Default; Cure Period as to Certain Contractor Events of Default

MIRA shall provide written notice to Contractor of any Contractor Event of Default. For any Contractor Event of Default under Section 15.1(b), 15.1(d), 15.1(e), 15.1(g); or 15.1(h) for which a cure period (the "Contractor Cure Period") is provided, if the subject Contractor Event of Default is not reasonably susceptible to cure within Contractor Cure Period, and provided that Contractor has taken appropriate steps to cure such Contractor

Event of Default (and shall in fact cure such Contractor Event of Default within a reasonable time), then Contractor shall have satisfied the requirements for the cure of such Contractor Event of Default, as MIRA shall determine within reasonable commercial discretion.

15.3 MIRA Remedies After Uncured Contractor Event of Default

Upon the occurrence of any one or more Contractor Event(s) of Default and Contractor's failure to cure, as applicable, any Contractor Event(s) of Default for which a Contractor Cure Period or any longer period is permitted pursuant to Section 15.2, then MIRA may exercise any one or all of the following remedies, either cumulatively, successively or alternatively:

15.3.1 Termination of this Agreement

MIRA may upon written notice to Contractor (the "MIRA Termination Notice"), terminate this Agreement; such termination to be effective on the Termination Date specified in such notice, which Termination Date shall be no greater than ninety days after the date of the MIRA Termination Notice.

15.3.2 Payment

If any Contractor Event of Default is by reason of the failure to pay any monies related to the Services (including to any third Party), MIRA, without obligation to do so or the obligation to pay additional monies after a partial payment, may make partial or full payment on behalf of Contractor of such monies, and all amounts so paid by MIRA shall be due from Contractor within three (3) Business Days after a MIRA demand therefore. No MIRA payment pursuant to this Section 15.3.2 shall affect MIRA's rights against Contractor by reason of Contractor Event of Default necessitating such payment.

15.3.3 MIRA Cure

MIRA may cure, without obligation to so cure (or after having commenced or attempted to so cure, without obligation to continue such action), any Contractor Event of Default; provided that (A) MIRA shall not incur any liability to Contractor for any MIRA act or omission during the course of curing or attempting to cure any Contractor Event of Default, and (B) MIRA's cure of any Contractor Event of Default shall not affect MIRA's rights against Contractor by reason of such Contractor Event of Default.

15.3.4 Other Remedies

MIRA may pursue such other legal or equitable remedies and exercise such other rights or powers available to MIRA in its sole and absolute discretion.

15.4 MIRA Events of Default

Each of the following events shall constitute a "MIRA Event of Default":

- (a) Any material representation or warranty made by MIRA herein, or in any certificate or other document executed and delivered by MIRA on the Effective Date in connection herewith, is untrue in any material respect on the Effective Date or on the Transition Period Commencement Date, as applicable;
- (b) MIRA (i) fails to obtain or maintain as applicable any Permit required by Applicable Law; or (ii) otherwise fails to comply with any order, injunction, decree, directive, interpretation or pronouncement of or by any Governmental Authority (including the failure to timely pay any fine or other monetary penalty); provided that any such failure by MIRA which (i) is the subject of a good-faith appeal or other such adjudication by MIRA (until such time as all such adjudications have been finely resolved), or (ii) has no material impact on MIRA, Contractor, the Facility, the Site or Contractor's ability to perform the Services, shall not be a MIRA Event of Default;
- (c) MIRA fails to timely make any payment due and payable to Contractor (other than a disputed payment); or
- (d) MIRA otherwise materially fails to perform or observe any material obligation, covenant or condition required pursuant to this Agreement.

15.5 Contractor Notice as to MIRA Event of Default; Cure Period

Contractor shall provide written notice to MIRA of any MIRA Event of Default. Except for a MIRA Event of Default under Section 15.4(c), MIRA shall have thirty days from the date of receipt of such notice to cure such MIRA Event of Default, provided that (i) if the subject MIRA Event of Default is not reasonably susceptible to cure within the MIRA Cure Period, and (ii) MIRA has taken appropriate steps to cure such MIRA Event of Default (and shall in fact cure such MIRA Event of Default within a reasonable time), then MIRA shall have satisfied the requirements for cure of such MIRA Event of Default. In the event of a MIRA Event of Default under Section 15.4(c), MIRA shall have 10 days from the date of receipt of such notice to cure such MIRA Event of Default. Such 30-day period and 10-day period, as applicable, shall be the "MIRA Cure Period."

15.6 Contractor Remedies After Uncured MIRA Event of Default

Upon the occurrence of any one or more MIRA Event(s) of Default and MIRA's failure to cure such MIRA Event(s) of Default within the applicable MIRA Cure Period or any additional period permitted pursuant to Section 15.5 hereof, then Contractor may upon written notice to MIRA (the "Contractor Termination Notice"), suspend Services or terminate this Agreement, effective on the date specified in such notice, which Termination Date shall no greater than ninety days after the date of Contractor Termination Notice, provided however that Contractor may suspend Services or terminate this Agreement immediately after the applicable cure period in the event of a MIRA Event of Default for an undisputed payment under Section 15.4(c); provided further that Contractor may suspend services immediately if MIRA's direct actions or omissions render Contractor unable to operate the Facility in accordance with the Permits or Applicable Law.

In the event of an uncured MIRA Event of Default, Contractor also may pursue such other legal or equitable remedies and exercise such other rights or powers available to Contractor in its sole and absolute discretion.

15.7 Termination Payment

Within thirty (30) days after the Termination Date, MIRA shall pay Contractor all undisputed amounts due and payable for O&M Services or T&D Services properly performed by Contractor up to and including the Termination Date. Collectively and net of any amounts due to MIRA, all amounts due to Contractor after the termination of this Agreement are the "Termination Payment." Contractor shall not receive and MIRA shall make no payment for anticipated or actual lost profits by Contractor resulting from the termination of this Agreement. Notwithstanding the preceding sentence, Contractor shall receive and MIRA shall pay damages under a proven breach of a contract claim.

15.8 Obligations of Contractor Upon Notice of Termination

After either its receipt of a MIRA Termination Notice or its transmittal of a Contractor Termination Notice, Contractor: (i) shall cease the performance of the Services, other than those Services necessary for the continued operation of the Facility, and to keep the Facility in good working order and condition, ordinary wear and tear excepted; (ii) shall perform any actions requested by MIRA pursuant to Section 16.4; and (iii) generally conduct its operations at the Facility such that MIRA or a New Contractor may commence the performance of the Services on the Termination Date without disruption.

15.9 Limitation on Remedies

The remedies under this Agreement for: (i) any breach of contract; (ii) any negligent act or omission; (iii) death or personal injury; or (iv) loss of or damage to any property, are to the exclusion of any other remedy for items (i) – (iv) herein that either Party may have against the other under law or in equity.

ARTICLE 16 - EXPIRATION OR TERMINATION; TRANSITION

16.1 Survival of Certain Provisions

Upon the expiration or earlier termination of this Agreement as provided by this Agreement, all rights and obligations shall be null and void so that neither Party shall have any further rights or obligations to the other Party; provided, however, that the following provisions shall survive the expiration or earlier termination of this Agreement: (a) any and all indemnity and payment, and Remediation obligations of Contractor or MIRA arising hereunder and under Applicable Law together with applicable limitations of liability, (b) MIRA's remedies following a Contractor Event of Default and Contractor's remedies following a MIRA Event of Default, (c) the provisions of this Article 16; and (d) any other provision hereof which expressly survives the expiration or earlier termination of this Agreement.

16.2 Transfer of Custody

Upon the expiration or termination of this Agreement, Contractor shall vacate the Facility. Contractor shall execute all documents and take all other reasonable steps necessary to assign to and vest in MIRA all rights, benefits, interests and title in connection with any Subcontract.

In the event that a termination of this Agreement is caused by a MIRA default thereof, MIRA shall accept assignment from Contractor of any Third Party vendor agreement (excluding any Site Personnel collective bargaining agreement) that is not terminable at the Termination Date. If MIRA does not accept such assignment, it shall pay to Contractor all cancellation or other costs associated with the early termination of such Third Party vendor agreement, except that MIRA shall have no obligation to accept nor shall pay any costs associated with any Third Party vendor agreement whose term is longer than the Term of this Agreement. To the extent permitted by Applicable Law, MIRA shall only assume liability arising under any such Subcontract for events for which it is responsible and occurring after the assumption by MIRA of such agreement or Subcontract. MIRA shall not be responsible to accept any assignment from Contractor of any Third Party vendor agreement if the Agreement is terminated as the result of a Contractor default or if the Agreement is terminated by MIRA as set forth in Section 4.2 hereof.

16.3 Certain Obligations Concerning Site Personnel

Contractor shall be solely responsible for complying with all Applicable Law relating to the cessation of its operations at the Facility with respect to Site Personnel and (as between MIRA and Contractor) with respect to the employees of any Subcontractor. Without limiting the generality of the preceding sentence, Contractor shall timely provide all required notices and other information required under Applicable Law to Site Personnel. Additionally, Contractor shall be solely responsible for salary, severance, health benefits, pension benefits, workers compensation, fines, penalties and all other monies due and owed as the result of Contractor's compliance or non-compliance with such Applicable Law.

16.4 Transition

In connection with the transition from Contractor to a new Person or Persons (individually or collectively a "New Contractor"), Contractor, after its receipt or transmittal of any termination notice pursuant to Section 15.3.1, and continuing for a period of ninety (90) days following the expiration or termination of this Agreement, shall reasonably cooperate with MIRA and any New Contractor to ensure an orderly transition to the performance of the Services by the New Contractor. MIRA shall reimburse Contractor for all reasonable expenses incurred by Contractor with respect to such cooperation. Such cooperation shall include as applicable:

- (a) The provision of access to the Facility to a New Contractor at reasonable times upon reasonable prior notice; and

- (b) The cataloguing with MIRA of all MIRA-owned tools, supplies, spare parts and other materials, safety equipment and other materials related to the subject matter hereof and located at the Facility. With respect to any materials located at the Facility owned by Contractor, if Contractor does not remove any such materials within thirty days after the expiration or termination of this Agreement, such materials, after ten (10) days' written notice to the Contractor, shall be deemed abandoned by Contractor and may either be retained by MIRA as its property without the execution of any further instrument or the payment of any consideration therefore, or may be disposed of by MIRA without recourse to MIRA.

16.5 Contractor Failure to Cooperate

If Contractor fails to cooperate with MIRA or a New Contractor as required pursuant to Section 16.4 hereof, MIRA shall so notify Contractor in writing, which notice shall include MIRA's basis to claim such failure to cooperate. If Contractor fails to cure such non-compliance within thirty days following receipt of such notice, then Contractor shall pay to MIRA upon demand, MIRA's reasonable costs and expenses arising from such failure.

ARTICLE 17 - INSURANCE

17.1 Required Insurance

Contractor shall procure and maintain, at its own cost and expense, throughout the Term of this Agreement, the following insurance, including any required endorsements thereto and amendments thereof:

1. Commercial General Liability as specified by the most recent version of ISO Form Number CG 001 (occurrence).
2. Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto) and including pollution coverage equivalent to that provided under ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48) and the Motor Carrier Act endorsement (MCS 90).
3. Workers' Compensation insurance as required by all states in which the work is being done and Employers' Liability insurance.
4. Property and Equipment insurance covering all property and equipment owned or leased by Contractor.
5. Contractors' Pollution Liability insurance written on an occurrence basis form if the work performed by the Contractor involves hazardous material remediation, working with any pollutants, including asbestos and lead abatement, or performing underground work.

17.2 Minimum Limits

- (a) Contractor shall maintain the following limits of liability for insurance described above. Contractor may meet these limits alone or in combination with Umbrella insurance. Commercial General Liability:

\$1,000,000 Each Occurrence for Bodily Injury & Property Damage
\$2,000,000 General Aggregate
\$2,000,000 Products-Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury

- (b) Automobile Liability:

\$1,000,000 per accident for bodily injury and property damage. Include Owned, Hired, and Non-Owned Auto Liability.

- (c) Workers' Compensation:

Statutory Limits.

- (d) Employers' Liability:

\$1,000,000 Each Accident
\$1,000,000 Disease-Policy Limit
\$1,000,000 Disease-Each Employee

- (e) Property and Equipment insurance equal to the cash value of the Contractor-owned or leased equipment.

- (f) Excess:

\$5,000,000 Claims-made excess policy in excess of the General Liability, Automobile Liability, and Employers Liability policies, with coverage at least as broad as provided in such underlying policies.

- (g) Contractor's Pollution Liability with a limit of \$1,000,000.

Note: Contractor may meet these limits in 17.2 alone or in combination with Umbrella insurance.

17.3 Additional Required Insurance

- (a) Contractor shall submit an executed original certificate or certificates of insurance for each above insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced below.
- (b) All policies for each insurance required shall contain the following provisions.

1. MIRA, its subsidiaries, officials and employees are to be covered as additional insured on a primary and non-contributing basis on the following insurance policies purchased by the Contractor:
 - i. Commercial General Liability
 - ii. Automobile Liability
 - iii. Contractors' Pollution Liability
 2. The Contractor shall waive (and require their insurers to waive) subrogation rights against MIRA for losses and damages incurred under the insurance policies required by this Agreement.
 3. The Contractor's insurance shall apply separately to each insured against whose claim is made of suit is brought, except with respect to the limits of the insurers' liability.
- (c) It shall be an affirmative obligation upon Contractor to inform MIRA's Risk Manager by Fax (860-767-7740), by e-mail (riskmanager@ctmira.org), or by correspondence to MIRA, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067 within five days of the notice of cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.
- (d) Contractor's 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.
- (e) Subject to the terms and conditions of this Section 17, Contractor may submit to MIRA documentation evidencing the existence of umbrella insurance coverage in order to satisfy the limits of coverage required hereunder for Commercial General Liability, Automobile Liability insurance and Employers' Liability insurance.
- (f) Contractor shall either include all Subcontractors as insureds under its insurance policies or shall require Subcontractors to provide their own insurance subject to all of the requirements stated herein.
- (g) All Certificates of Insurance must be received and approved by MIRA before any Services are undertaken by Contractor.
- (h) Contractor shall provide new Certificates of Insurance upon renewal or replacement of any insurance required. If any Contractor fails to comply with any of the foregoing insurance provisions, then MIRA may in its sole discretion deny such Contractor any further access to the Facility and/or undertake placement of insurance and charge Contractor for the purchase of required insurance.

- (i) No provision of this Section 17 shall be construed or deemed to limit Contractor's obligations under this Agreement to pay damages or other costs and expenses.
- (j) MIRA shall not, because of accepting, rejecting, approving, or receiving any Certificates of Insurance required hereunder, incur any liability for:
 - 1. The existence, nonexistence, form or legal sufficiency of the insurance described on such certificates;
 - 2. The solvency of any insurer; or
 - 3. The payment of losses.

17.4 MIRA Insurance

MIRA shall provide and maintain, to the extent reasonably available, customary liability, pollution and property insurance covering the Facility. MIRA shall waive and shall require its insurers to waive all subrogation rights against Contractor and its directors, employees, representatives, agents, successors, assigns, and subcontractors for losses and damages incurred and paid under such policies.

17.5 Performance Security

Within twenty (20) days of the Commencement Date, Contractor shall furnish MIRA with a Performance Bond or a Letter of Credit as security for faithful performance of the Services in the form attached hereto as Exhibit 4 and in the amount of ONE MILLION (\$1,000,000.00) DOLLARS to guarantee Contractor's performance of the Services (the "Bond"). The Bond shall be issued and executed by a surety acceptable to MIRA and authorized to transact business in Connecticut. The surety must also be listed by the United States Treasury Department in its latest list as a qualified surety acceptable to the United States Government. The amount of the Bond may exceed the limit for which the United States Treasury Department has qualified the surety only if the excess is reinsured with surety companies that are qualified on the United States Treasury Department list for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the Bond must accompany the 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 ninety (90) days prior to the then current expiration dates of the Bond, Contractor notifies MIRA by certified mail that the surety of the Bond elects not to renew such Bond. Failure to maintain or renew the Bond under the aforesaid terms shall constitute an Event of Default by Contractor under this Agreement. 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 (or another letter of credit) and surety, subject to the requirements set forth in this Section 17.10.

In the event Contractor fails to perform any of its obligations under this Agreement, Contractor withdraws from this Agreement, or a Contractor Event of Default occurs and the contract is terminated, 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.

ARTICLE 18 - INDEMNIFICATION

18.1 Indemnification by Contractor

To the extent permitted by law, Contractor at its sole cost and expense shall indemnify, defend and hold harmless MIRA and its respective directors, officers, employees, servants, representatives, agents, successors and assigns (collectively, the "MIRA Indemnified Parties") from and against any and all liabilities, penalties, fines, violations, sanctions, damages, losses, settlements, orders, decrees, liens, debts, charges, executions, interest, personal injuries, costs and expenses, including attorneys' and other professionals' fees and court costs (collectively, "Costs") arising directly or indirectly in connection with any and all Third Party (including employees of Contractor and MIRA) suits, claims, actions and causes of action, fees, damages, administrative proceedings, losses, obligations, penalties, assertions, judgments, inquiries, demands, investigations and proceedings pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising directly or indirectly from: (i) any misrepresentation or breach of any representation or warranty herein by Contractor; (ii) acts of negligent commission or omission by Contractor with respect to the performance of its obligations hereunder; (iii) any other breach of this Agreement by Contractor; (iv) any act of negligent commission or omission by Contractor with respect to oversight and management of any Subcontractor; and (v) any Environmental Condition caused by Contractor, or Contractor's negligent oversight and management of any Subcontractor. Without limitation of the preceding sentence, Contractor shall not be required to indemnify, defend and hold harmless any MIRA Indemnified Party for any Costs or Claim due to the proven willful misconduct or negligence of any MIRA Indemnified Party, and the MIRA Indemnified Party whose willful misconduct or negligence is adjudged to have caused such Costs or Claim will reimburse Contractor for its expenses in defending any Claim as required above. Contractor shall use counsel reasonably acceptable to MIRA in performing its obligations under this Article 18. Contractor's obligations to indemnify, defend and hold harmless the MIRA Indemnified Parties against any Claim, includes any Claim arising from any breach by Contractor of any confidentiality obligations with respect to any part of or all of the RFP, or any claimed infringement by Contractor of any Person's intellectual property rights or other proprietary rights. Notwithstanding the requirements of this Article 18, but subject to Section 5.6 hereof, Contractor's obligations under this Article 18 shall not extend to any liability for Costs or other Claims related to any Pre-Existing Contamination existing on or prior to the Commencement Date or allocated in whole or in part by any Governmental Authority to periods prior to the Commencement Date. The requirements of this Section 18.1 are for the protection of the MIRA Indemnified Parties only and shall not establish, of themselves, any liability to any Third Party.

18.2 Indemnification by MIRA

To the extent permitted by law, MIRA at its sole cost and expense shall indemnify and hold harmless Contractor and its respective officers, directors, employees, agents, representatives, servants, successors and assigns (collectively the "Contractor Indemnitees") from and against, and no Contractor Indemnitee shall have responsibility for, any and all Costs arising directly or indirectly in connection with any and all Claims arising directly or indirectly from: (i) any misrepresentation or breach of any representation or warranty herein by MIRA; (ii) acts of negligent commission or omission by MIRA with respect to performance of its obligations hereunder; (iii) any other breach of this Agreement by MIRA; (iv) any act of negligent commission or omission by MIRA with respect to oversight of and management of any Capital Project Contractor or other MIRA contractor; (v) any Pre-Existing Contamination or Environmental Condition caused by MIRA, MIRA's contractors, or MIRA's permitted waste haulers, or MIRA's negligent oversight and management of any Capital Project Contractor or other MIRA contractor; and (vi) any act of negligent commission or omission by waste haulers at the Facility or Designated Facilities and any delivery of Unacceptable Recyclables to the Facility or Designated Facilities. Without limitation of the preceding sentence, MIRA shall not be required to indemnify, defend and hold harmless any Contractor Indemnitees for any Costs or Claim due to the proven willful misconduct or negligence of any Contractor Indemnitees, and the Contractor Indemnitees whose willful misconduct or negligence is adjudged to have caused such Costs or Claim will reimburse MIRA for its expenses in defending any Claim as required above. MIRA shall use counsel reasonably acceptable to Contractor in performing its obligations under Article 18. MIRA's obligations to indemnify, defend and hold harmless the Contractor Indemnitees against any Claim, includes any Claim arising from any breach by MIRA of any confidentiality obligations with respect to any part of or all of the RFP or any claimed infringement by MIRA of any Person's intellectual property rights or other proprietary rights. Notwithstanding the requirements of this Article 18, but subject to Section 5.6 hereof, MIRA's obligations under this Article 18 shall not extend to any liability for Costs or other Claims related to any Environmental Condition caused by Contractor. The requirements of this Section 18.2 are for the protection of the Contractor Indemnitees only and shall not establish, of themselves, any liability to any Third Party.

18.3 Property Damage

In the event of a proven claim under a MIRA insurance policy for damage to the Facility that is caused by Contractor's negligence, Contractor shall be liable for the payment of any deductible. Without limitation of Contractor's indemnification obligations pursuant to Section 18.1 hereof, Contractor shall indemnify and reimburse MIRA for any and all damage to real or personal property of MIRA caused by Grossly Negligent acts of commission or omission by Contractor, Recklessness, Willful Misconduct, willful violation of any Applicable Law or Contractor's Grossly Negligent oversight and management of any Subcontractor. MIRA shall give prompt notice to Contractor of any damage resulting from such acts requiring such reimbursement. For the avoidance of doubt, MIRA is responsible for any damage to the Facility that is caused by any waste haulers permitted by MIRA.

In the event of a proven claim under a Contractor insurance policy for damage to the Facility or Designated Facilities that is caused by MIRA's or a waste hauler's negligence, MIRA shall be liable for the payment of any deductible. Without limitation of MIRA's indemnification obligations pursuant to Section 18.2 hereof, MIRA shall indemnify and reimburse Contractor for any and all damage to real or personal property of Contractor caused by Grossly Negligent acts of commission or omission by MIRA or the waste haulers, Recklessness, Willful Misconduct, willful violation of any Applicable Law or MIRA's Grossly Negligent oversight and management of any Capital Project Contractor. Contractor shall give prompt notice to MIRA of any damage resulting from such acts requiring such reimbursement.

18.4 Attorney's fees

No MIRA Indemnified Parties or Contractor Indemnitees shall be responsible for any cost for which Contractor or MIRA, respectively, is responsible under Sections 18.1, 18.2 and 18.3. MIRA and Contractor shall be entitled to collect from Contractor and MIRA, respectively, all attorney's fees and costs incurred to enforce any of Contractor's or MIRA's respective indemnification obligations under this Agreement.

18.5 Survival

The indemnities contained in this Article 18 shall survive the transactions contemplated hereby and the expiration or earlier termination of this Agreement pursuant to its terms and shall not be affected in any way by the presence or absence of insurance, or by the failure or refusal by any insurance carrier to perform any obligation on its part to be performed under any insurance policies maintained by Contractor or MIRA pursuant to Article 17 hereof.

18.6 Governmental Actions

During the Term of this Agreement Contractor shall cooperate and assist MIRA with MIRA's acquisition of data and other information for the preparation and filing with appropriate Governmental Authorities of any notice, plan, submission, or other document necessary for compliance with applicable Environmental Laws and the requirements of any Permit. All such documents shall be submitted by and in the name of MIRA and not Contractor, unless otherwise required by Applicable Law. All costs associated therewith, including the costs of any outside consultants, legal fees, fees to Governmental Authorities, sampling and Remedial work shall be paid by MIRA within thirty days of receipt of a demand, unless such costs are subject to Contractor's indemnity obligations pursuant to Section 18.1. Any action by Contractor pursuant to any Environmental Law (including any proceeding and filings made in connection therewith) or the payment by Contractor of any costs thereof, shall only be made with MIRA's prior written consent, unless a Governmental Authority or Applicable Law requires Contractor to take such action or incur such costs prior to obtaining such consent. Nothing in this Section 18.6 shall require Contractor to take any Remedial action unless Contractor is affirmatively and expressly directed in writing to so do by MIRA, or as ordered by a Governmental Authority as permitted by this Section 18.6, in order to comply with any Environmental Law or as necessary to respond to any Emergency.

18.7 Limitation of Liability

Whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, neither Party (or its members, employees, directors) may be liable to the other for loss of profit or revenues, loss of use of the Facility or any associated equipment, cost of capital, or replacement power, cost of substitute equipment, facilities or services, downtime costs, claims of customers for such damages, or for any consequential, incidental, or indirect damages.

Except as expressly provided in this Agreement, neither party makes any warranties or guarantees to the other, either express or implied, with respect to the subject matter of this Agreement, and both parties disclaim and waive any implied warranties or warranties imposed by law.

ARTICLE 19 - REPRESENTATIONS AND WARRANTIES

19.1 Certain Representations and Warranties of Contractor

Contractor hereby represents and warrants to MIRA that as of the Effective Date:

- (a) Contractor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Connecticut. Contractor is qualified to do business in the State of Connecticut. Contractor's Connecticut taxpayer identification number is 27-4018253.
- (b) The execution and delivery of this Agreement by Contractor and its performance hereunder (i) has been duly authorized by all requisite action, (ii) will not require any approval by any Governmental Authority and (iii) will not violate any provision of Applicable Law or any indenture, agreement or other instrument to which Contractor is a party or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute a default thereunder or a Lien on any property of Contractor.
- (c) This Agreement constitutes the legal, valid and binding obligation of Contractor and is enforceable against Contractor in accordance with its terms.
- (d) All documents, information and materials provided to MIRA by or on behalf of Contractor (including the RFP response) were on the date provided, true and correct in all material respects to the best of Contractor's knowledge.
- (e) There is no action, suit or proceeding involving Contractor, or no existing events or circumstances that could, individually or collectively, reasonably be expected to materially adversely affect Contractor's businesses, operations, assets, properties, or financial stability, or the ability of Contractor to perform fully its obligations under and as contemplated by this Agreement.
- (f) There is no claim, action, suit, arbitration, mediation or proceeding at law or in equity, or before or by any Governmental Authority that is pending against Contractor that could reasonably be expected to have a material adverse effect (i) on the transactions contemplated by this Agreement; (ii) the validity

or enforceability of this Agreement; or (iii) Contractor's ability to perform fully the Services.

- (g) This Agreement has been entered into by Contractor without fraud or collusion by Contractor.
- (h) This Agreement has been entered into by Contractor following its own independent investigation, examination and due diligence with respect to the subject matter hereof without any representation or warranty (whether express or implied, in fact or in law) by or on behalf of MIRA except as otherwise specifically provided herein.
- (i) Contractor has paid all applicable workers' compensation and second injury fund assessments concerning all previous work done by Contractor in the State of Connecticut.
- (j) Contractor has substantial expertise and experience in the conduct and maintenance of transfer operations as contemplated hereunder and it is fully qualified to operate and maintain the Facility in accordance with the terms of this Agreement.
- (k) The Designated Facilities are in 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 Services hereunder).
- (l) Contractor either has full ownership of the Designated Facilities ("Owner") or has a valid agreement to use the Designated Facilities ("User"). As the Owner, Contractor represents it has full Governmental Approval and Permits for the lawful operation of the Designated Facilities, and shall continue to maintain such Governmental Approvals and Permits, through the term of this Agreement. As the User, Contractor represents that the Designated Facilities have full Governmental Approval and Permits to operate through the term of this Agreement.
- (m) The Designated Facilities have sufficient capacity for the delivery of the Controlled Acceptable Recyclables and other Acceptable Recyclables under this Agreement for the entire Term and Contractor shall, during the Term of this Agreement, maintain and request sufficient capacity at the Designated Facilities for all Controlled Acceptable Recyclables and other Acceptable Recyclables transported and delivered under this Agreement.
- (n) Contractor either has full ownership of the vehicles and trailers to be used in the provision of T&D Services ("Owner") or has enforceable rights to use the vehicles and trailers, including any rights that may exist under a lease or other operational agreement with the Owner ("Operator"), for the continued use of the vehicle and trailers through the Term of this Agreement. As the Owner or Operator or both, Contractor has full Governmental Approval and Permits for the lawful operation of the vehicles and trailers and shall continue

to maintain such Governmental Approvals and Permits through the Term of this Agreement.

19.2 Certain Representations and Warranties of MIRA

MIRA hereby represents and warrants to Contractor that as of the Effective Date:

- (a) MIRA has the full power and authority to execute and deliver this Agreement, and perform any and all of its obligations hereunder.
- (b) The execution and delivery of this Agreement by MIRA and its performance hereunder (i) have been duly authorized by all requisite action, (ii) will not require any Governmental Approval, and (iii) will not violate any provision of Applicable Law or any indenture, agreement or other instrument to which MIRA is a party or by which MIRA is bound, or be in conflict with, result in a breach of, or constitute a default thereunder or a Lien on any property of MIRA.
- (c) This Agreement constitutes the legal, valid and binding obligation of MIRA and is enforceable against MIRA in accordance with its terms.
- (d) MIRA is authorized (i) to enter into a long-term contract for the O&M Services and T&D Services; (ii) to pay the fees and charges established by this Agreement; and (iii) to obligate itself to annually budget sufficient funds for the payment of such fees and charges as provided in Schedule 14.2.
- (e) There is no action, suit or proceeding at law or in equity, or before or by any Governmental Authority pending against MIRA, or against or with respect to the Facility that could reasonably be expected to have a material adverse effect on: (i) the transactions contemplated by this Agreement; (ii) the validity or enforceability of this Agreement; or (iii) MIRA's ability to perform its obligations under and as contemplated by this Agreement other than what has been previously provided to Contractor.
- (f) All documents, information and materials provided to Contractor by or on behalf of MIRA (including the RFP #21-OE-002) were on the date provided, true and correct in all material respects to the best of MIRA's knowledge.
- (g) There is no action, suit or proceeding involving MIRA, or no existing events or circumstances that could, individually or collectively, reasonably be expected to materially adversely affect MIRA's business, operations, assets, properties, or financial stability, or the ability of MIRA to perform fully its obligations under and as contemplated by this Agreement.
- (h) There is no claim, action, suit, arbitration, mediation or proceeding at law or in equity, or before or by any Governmental Authority that is pending against MIRA that could reasonably be expected to have a material adverse effect (i) on the transactions contemplated by this Agreement; (ii) the validity or enforceability of this Agreement; or (iii) MIRA's ability to perform fully the Services.

- (i) The Facility and the Transfer Stations are in compliance with all Applicable Laws that pertain to the ownership, design, construction and continued operation of such facilities (except where the same would not have a material adverse effect on Contractor's ability to perform the Services hereunder).
- (j) The Facility and Transfer Stations have sufficient capacity for the delivery of the Controlled Acceptable Recyclables or other Acceptable Recyclables under this Agreement for the entire Term hereof, assuming MIRA successfully renews the solid waste operating permit which is scheduled to expire on December 1, 2024, and MIRA shall, during the Term of this Agreement, use all reasonable efforts to maintain sufficient capacity at the Facility and Transfer Stations for all Controlled Acceptable Recyclables and other Acceptable Recyclables transported and delivered under this Agreement.
- (k) MIRA agrees to use all reasonable efforts to renew all permits required by Governmental Authorities, including the Connecticut Department of Energy and Environmental Protection.

ARTICLE 20 - TITLE, DOCUMENTS AND DATA

20.1 Materials and Equipment

Nothing in this section shall be construed to require Contractor to pass title to MIRA of equipment Contractor furnishes at its expense and which is deployed in the provision of O&M Services and T&D Services.

20.2 Proprietary Information

Where documents or any other materials used in connection with the performance of this Agreement, whether prepared or developed by Contractor or its Affiliates, their respective employees and representatives, or any Subcontractor, contain proprietary or technical information, techniques or know-how previously developed by them or acquired by them from any Third Party, Contractor retains the unrestricted and irrevocable right to use or dispose of such proprietary information as Contractor deems fit.

20.3 Warranties

Upon the expiration or termination of this Agreement, all warranties of any kind or nature existing with respect to all equipment and parts that are or will become the property of MIRA under this Agreement shall automatically be assigned and set over to MIRA absolutely and without further action on the part of the Parties, with the same force and effect as though all such warranties expressly ran for the benefit of MIRA.

ARTICLE 21 - CONFIDENTIALITY

21.1 General

During the Term, and for three years after the expiration or earlier termination of this Agreement, each Party shall hold in confidence any Confidential Information supplied by the other Party. The term "Confidential Information" means, with respect to each Party, all information of a proprietary, intellectual or similar nature, relating to a Party's business methods or practices, projects, operations, activities or affairs, whether of a technical or financial nature or otherwise (including environmental assessment reports, financial information, business plans and proposals, ideas, concepts, trade secrets, know-how, processes, pricing of services or products, and other technical or business information, whether concerning this Agreement, each Party's respective businesses or otherwise) that has not been publicly disclosed, is identified as Confidential Information in writing, and that the receiving Party acquires directly or indirectly from the disclosing Party. Each receiving Party further agrees, to the extent requested by the disclosing Party and required by this Agreement, to require its Subcontractors, other contractors, vendors, suppliers, and employees, agents or prospective purchasers to preserve the confidentiality of Confidential Information. The receiving Party may make necessary disclosures to any Third Party directly engaged in the operation, ownership or financing of the Facility, if such Third Party is under a written obligation to receive and hold such Confidential Information in confidence, in a manner at least equal to the requirements of this Agreement.

21.2 Exceptions

The provisions of this Article 21 do not apply to information within one or more of the following categories:

21.2.1 Public Domain

Information that was in the public domain prior to the receiving Party's receipt or that subsequently becomes part of the public domain by publication or otherwise, except by the receiving Party's wrongful act; or

21.2.2 Prior Receipt

Information that the receiving Party can demonstrate was in its possession prior to receipt thereof from the disclosing Party; or

21.2.3 Third Party Delivery

Information received from a Third Party having no obligation of confidentiality with respect thereto.

21.3 Required Disclosure

Any receiving Party required by Applicable Law, including the Connecticut Freedom of Information Act, or during the course of any administrative or judicial proceeding, to disclose Confidential Information that is otherwise required to be maintained in confidence pursuant to this Article 21, may make such disclosure notwithstanding the

provisions of this Article 21; subject to the provisions of this Section 21.3. Prior to making any such disclosure, the disclosing Party shall have the opportunity to review and comment upon the Confidential Information subject to the disclosure request. The disclosing Party and the receiving Party shall discuss the scope and content of the requested Confidential Information, and shall cooperate to the maximum extent practicable to minimize disclosure of such Confidential Information. The disclosing Party shall have the right to respond to any demand for disclosure and to require the receiving Party, at the disclosing Party's expense, to withhold disclosure to the extent permitted by Applicable Law. In addition, the disclosing Party may take any action it deems necessary, at its expense, including the right to participate in any legal or administrative proceeding, to protect its Confidential Information. The receiving Party shall take reasonable steps not to prejudice the disclosing Party's proprietary rights to its Confidential Information, including the seeking of an appropriate protective order if requested by the disclosing Party. Nothing in this Section 21.3 shall prevent a disclosing Party from appearing in any administrative or judicial proceeding concerning the potential disclosure of Confidential Information.

ARTICLE 22 - ADDITIONAL PROVISIONS

22.1 Effect of Bankruptcy

In the event of a Bankruptcy, to the extent allowed by law, payments required under this Agreement shall be deemed to be administrative expenses as defined in 11 USC §503.

22.2 Subcontractors

Any Subcontracting of the Services by Contractor, shall not relieve Contractor of its duties, liabilities or obligations to MIRA.

22.3 Not for Benefit of Third Parties

Except where a contrary intention is expressly stated, this Agreement and each and every provision hereof are for the exclusive benefit of the Parties and not for the benefit of any Third Party.

22.4 Force Majeure

22.4.1 Events Constituting Force Majeure

A "Force Majeure Event" is any event that restricts or prevents performance under this Agreement by either Party, is not reasonably within the control of, or caused by any act of commission or omission of an affected Party, and cannot be overcome or avoided by the exercise of due care. Force Majeure Events include any drought, flood, earthquake, storm, fire, lightning, explosion, epidemic, pandemic, war, act of terrorism, acts of Governmental Authorities, civil disturbances, sabotage, work stoppages (e.g., strikes), accident, curtailment of supply, unavailability of construction materials or replacement equipment, Change-in-Law, inability to obtain and maintain any Permit, restraint by court order, and changes in Applicable Law that materially affect performance under

this Agreement. Except for all accrued payment obligations of each Party, each Party shall be excused from performance, and will not be considered to be in default in respect to any obligation hereunder, if performance cannot occur due to a Force Majeure Event. Neither Party shall be relieved of its obligations under this Agreement solely because of increased costs or other adverse economic consequences that may be incurred through the performance of such obligations. Strikes, work stoppages, secondary boycotts or walkouts shall not be a Force Majeure Event if such action is due to: (a) Contractor's breach of its labor agreement with any collective bargaining representative of its employees engaged in such actions; (b) Contractor's lack of good faith or maintenance of an unreasonable economic position in negotiating with any collective bargaining representative of the unit employees engaged in such actions; (c) Contractor's willful disregard in the context of labor negotiations of its obligations under this Agreement with the intent or effect of hindering, interfering with, or otherwise adversely affecting the Facility or of gaining an unfair advantage over MIRA with respect to the Facility or this Agreement; or (d) any lack of cooperation or resistance on the part of the previous operators of the Facility, excluding any materials or documents previous operators remove from the Facility.

22.4.2 Notice

The Parties acknowledge that the COVID-19 coronavirus, and various national, state, and local government-issued orders, rules and regulations with respect thereto, whether currently issued or issued in the future, has impacted and may continue to impact the Facility and Designated Facilities and Contractor's workforce, suppliers, customers, facilities, general operations, and access to goods, materials, and services (collectively, the "COVID-19 Impact"). Any delay in performance of Contractor's obligations under this Agreement that is substantially a result of the COVID-19 Impact will be deemed a Force Majeure Event.

If a Party's ability to perform its obligations under this Agreement is affected by a Force Majeure Event, the Party claiming such inability shall (1) promptly notify the other Party of the Force Majeure Event and its cause and confirm the same in writing within five Business Days of its discovery; (2) promptly supply such available information about the Force Majeure Event and its cause as reasonably may be requested by the other Party; and (3) initiate reasonable efforts to remove the cause of the Force Majeure Event or to lessen its effect.

22.4.3 Scope

The suspension of performance arising from a Force Majeure Event shall be of no greater scope and no longer duration than necessary to deal with such Force Majeure Event. The excused Party shall use commercially reasonable efforts to remedy any inability to perform its obligations hereunder as the result of a Force Majeure Event.

22.5 Dispute Resolution

22.5.1 Assertion of Disputes

A Party seeking to assert the existence of a dispute, difference in interpretation, claim or other controversy pertaining to, arising out of or otherwise relating to this Agreement or an asserted breach hereof (individually, a "Dispute"), shall provide written notice of such Dispute to the other Party, describing the nature and substance of the Dispute. Each of Contractor and MIRA shall designate a representative who shall promptly begin discussions in an effort to agree upon a resolution of the Dispute. If the representatives do not agree upon a resolution of the Dispute within thirty (30) days after the referral of such Dispute to them, either Party may elect to abandon the discussions and pursue resolution of the Dispute as provided below.

22.5.2 Adjudication of Disputes

Any Dispute which the Parties are unable to resolve themselves shall be resolved by a court of competent jurisdiction in Connecticut, unless the Parties jointly agree to do so by arbitration or mediation. Any arbitration or mediation proceedings shall be held in Hartford, Connecticut. The Parties shall continue to perform all of their obligations under this Agreement during the pendency of any proceeding under this Section 22.5.

22.5.3 Expenses of Litigation

If any suit or other action at law or in equity is commenced to enforce or construe any provision of this Agreement or to resolve any Dispute arising out of or in connection with this Agreement, each party shall pay its own costs and attorneys' fees, unless (a) such suit or action relates to an Event of Default (as defined in this Agreement), in which case the party determined to be in default shall pay the prevailing party a reasonable sum determined by a court or arbiter(s) for the non-defaulting party's attorneys' fees and costs of suit; or (b) otherwise specified elsewhere in this Agreement.

22.6 Amendments

No amendments or modifications of this Agreement shall be valid unless in writing and executed by duly authorized representatives of the Parties.

22.7 No Waiver

No delay, waiver or omission by a Party to exercise any right or power arising from any breach or default by the other Party of any representation, warranty, covenant or other provision of this Agreement, shall be a waiver of any subsequent breach or default of the same or other presentation, warranty, covenant or provision hereof.

22.8 Notices

Any written notice under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be either delivered personally to the Party to whom notice is

given, or mailed to the Party to whom notice is to be given, email, courier service or first class registered or certified mail, return receipt requested, postage prepaid, and addressed to the addressee at the address indicated on the first page of this Agreement, or at the most recent address specified by written notice given in the manner provided in this Section 22.8.

22.9 Counterparts

This Agreement may be executed in any number of counterparts or separate counterparts, that, when signed by each of the Parties, constitute one and the same instrument. Thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it.

22.10 Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of the State of Connecticut, exclusive of the conflicts of laws provisions thereof.

22.11 Interpretation

Titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, describe or otherwise affect the scope or meaning of this Agreement or the intent of any provision hereof. All exhibits and schedules attached hereto are considered a part hereof as though fully set forth herein. This Agreement was jointly drafted and negotiated by the Parties. In the event of a dispute, the Agreement shall not be construed against either Party based upon its drafting.

22.12 Severability

If any provision of this Agreement, or the application of any such provision to any Person or circumstance, is held invalid by any court or other forum of competent jurisdiction, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner materially adverse to a Party. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that this Agreement is consummated as originally contemplated to the greatest extent possible.

22.13 Entire Agreement

This Agreement contains the entire agreement between the Parties regarding the subject matter hereof. Any prior or contemporaneous oral and written representations, agreements, understandings and/or statements respecting this subject matter shall be of no force and effect, including without limitation the RFP and any proposals submitted in response thereto.

22.14 Further Assurances

Each Party shall take such action and deliver such instruments to the other Party, in addition to the actions and instruments specifically provided for herein, as may reasonably be requested or required to effectuate the purposes or provisions of this Agreement.

22.15 Nondiscrimination

Contractor agrees to the following:

- (a) The Contractor agrees and warrants that in the performance of the 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 as 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 affirmative 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 as 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;
- (b) 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");
- (c) The Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement 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;
- (d) The Contractor agrees to comply with each provision of this Section 22.15 and Sections 46a-68e and 46a-68f of the Connecticut General Statutes and with each regulation or relevant order issued by the Commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86 of the Connecticut General Statutes;
- (e) 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 22.15 and Section 46a-56 of the Connecticut General Statutes; and

- (f) If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

22.16 Whistleblower Provision

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(h) 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 of the Connecticut General Statutes relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

22.17 Campaign Contribution Restriction

For all State Contracts as defined in P.A. 07-1 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, Contractor expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions attached hereto as Exhibit 5, and will inform its principals of the contents of the notice.

22.18 Affidavit Concerning Nondiscrimination

At the time of Contractor's submission of its Bid, Contractor provided MIRA with the executed Affidavit Concerning Nondiscrimination attached hereto and made a part of this Agreement as Exhibit 6.

22.19 Iran Certification Form

At the time of Contractor's execution this Agreement, it simultaneously executed a document entitled Iran Certification Form and said document is attached hereto and made a part of this Agreement as Exhibit 7.

22.20 Affidavit Concerning Consulting Fees

At the time of Contractor's submission of its Bid, Contractor provided MIRA with the executed Affidavit Concerning Consulting Fees attached hereto and made a part of this Agreement as Exhibit 8.

22.21 Contractor's Certification Concerning Gifts

At the time of Contractor's execution this Agreement, Contractor simultaneously executed a document entitles Contractor's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as Exhibit 9.

22.22 President's Certification Concerning Gifts.

At the time of the President of MIRA's execution of this Agreement, the President simultaneously executed a document entitled President's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as Exhibit 10.

22.23 Time is of the Essence

For purposes of all aspects of this Agreement time is of the essence.

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[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

MURPHY ROAD RECYCLING, LLC


By:  _____

Frank Antonacci
Manager
Duly Authorized

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

MURPHY ROAD RECYCLING, LLC

By: _____

Frank Antonacci
Manager
Duly Authorized

EXHIBIT 1
DEFINITIONS

EXHIBIT 1

DEFINITIONS

“Acceptable Recyclables” includes the following types of Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by MIRA and Contractor in accordance with all Applicable Laws for transfer through the Facility and the three Transfer Stations or transportation and delivery to the Designated Facilities. Acceptable Recyclables shall include, but is not limited to, commingled container recyclables, paper fiber recyclables, single stream recyclables and any other Solid Waste deemed by MIRA and Contractor to be Acceptable Recyclables. Nothing herein shall be construed as requiring the shipment of Acceptable Recyclables generated by and collected from commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality for transfer through the Facility or for handling or processing by the Designated Facilities.

“Administrative Procedures Manual” means the manual developed by Contractor for the Facility pursuant to Section 2.2 that includes information, policies, and procedures pertinent to Contractor’s performance hereunder, including: (i) reporting, (ii) correspondence and review procedures, (iii) employee policies and procedures, and (iv) accounting, bookkeeping and record keeping.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first Person. The term “control” (including related terms such as “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning in the Preamble.

“Applicable Law” means any applicable federal, state, municipal or local statute, regulation, rule, code, standard, ordinance, permit (including any Permit); any judgment, order, injunction, decree, directive, interpretation or pronouncement of or by any Governmental Authority; or any other authority otherwise having the force of law, including all Environmental Laws; whether in force as of the Effective Date, or as amended or enacted in the future.

“Authorized Activities” has the meaning in Section 3.3.

“Bankrupt” means a situation in which (i) Contractor files a voluntary petition in bankruptcy or is adjudicated as bankrupt or insolvent, or files any petition or answer or consent seeking any reorganization, arrangement, moratorium, composition, readjustment, liquidation, dissolution or similar relief for itself under the present or any future applicable federal,

state or other statute or law relative to bankruptcy, insolvency or other relief for debtors, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, conservator or liquidator of Contractor or of all or any substantial part of its properties (the term “acquiesce,” as used in this definition, includes the failure to file a petition or motion to vacate or discharge any order, judgment or decree within fifteen (15) days after entry of such order, judgment or decree); (ii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Contractor seeking a reorganization, arrangement, moratorium, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act, or any other present or future Applicable Law relating to bankruptcy, insolvency or other relief for debtors, and Contractor acquiesces and such decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or a trustee, receiver, conservator or liquidator of Contractor is appointed with the consent or acquiescence of Contractor and such appointment remains unvacated and unstayed for an aggregate of sixty (60) days, whether or not consecutive; (iii) Contractor states in writing its inability to pay its debts as they mature; (iv) Contractor gives notice to any Governmental Authority of insolvency or pending insolvency, or suspension or pending suspension of operations; (v) Contractor makes a general assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors (other than in the ordinary course of Contractor's business); or (vi) Contractor is dissolved, liquidated, or terminated.

“Budget” means the budget adopted by MIRA as provided in Section 10.1.3.

“Business Day” means any day on which MIRA’s business office is in operation.

“Capital Project” means the purchase of property, plant or equipment with an aggregate cost (including freight, labor, installation costs, taxes, etc.) equal to or greater than twenty five thousand dollars (\$25,000.00) and with an economic useful life in excess of one year. Major extraordinary repairs that are non-recurring in nature and increase the value of the original purchase of property, plant or equipment and increase the remaining life of the property, plant or equipment will be considered a Capital Project.

“Capital Project Contract” has the meaning in Section 10.3.1.

“Change-in-Law” means any of the following events or conditions occurring after the Effective Date which have or will have, separately or in the aggregate, an adverse effect on (i) the ability of Contractor to perform its obligations under the Agreement or the ability of Contractor, or any of its contractors or subcontractors, to accept, transfer, process or dispose of any Controlled Acceptable Recyclables or other Acceptable Recyclables delivered hereunder; (ii) the Facility or the Designated Facilities; or (iii) Contractor, or any owner or operator of a Designated Facility, or its ability to equip, to test, to operate, to maintain, to own or to possess a Designated Facility, to the extent that such event or condition is not the result of any willful or grossly negligent act or omission of the Party relying thereon as justification for not performing any obligation or complying with any condition required of such Party under the Agreement, and includes the following: (a) the enactment, adoption, promulgation, implementation (if new or materially different from

implementation as of the Effective Date), repeal, modification, interpretation (if materially different from implementation as of the Effective Date) or enforcement policy (if materially different from implementation as of the Effective Date) after the Effective Date of any Federal, state, or local law, statute, act, ordinance, code, rule, regulation, policy, guideline, standard or requirement not adopted or enforced on or before the Effective Date, or a decree, judgment, order, or other action of or by a court after the Effective Date; (b) the imposition after the Effective Date of any condition on the issuance, re-issuance, renewal or continued effectiveness of any official permit, license or approval, which establishes requirements more burdensome or costly than those that exist or would have been imposed as of the Effective Date; (c) the termination, suspension, rescission, modification or failure to renew or denial after the Effective Date of any such permit, license or approval; or (d) the imposition or increase after the Effective Date of any requirement obligating Contractor or any owner or operator of a Designated Facility, or any of their respective affiliates, to establish, maintain or increase reserves, security, or other financial assurances of any nature whatsoever by a Federal, state or local governmental, quasi-governmental or other regulatory authority or agency on or in respect to the operation, ownership, possession or use of the Facility or Designated Facilities, or any equipment used to construct, maintain, operate or test the Facility or Designated Facilities, to satisfy its obligations hereunder or the acceptance, storage, transportation, processing or disposal of Controlled Acceptable Recyclables, other Acceptable Recyclables, or Recycling Residue at the Facility or Designated Facilities.

“Claims” has the meaning provided in Section 18.1.

“Commencement Date” means May 3, 2021.

“Commission” has the meaning in Section 22.15(b).

“Confidential Information” has the meaning in Section 21.1.

“Contractor” has the meaning in the Preamble.

“Contractor Cure Period” has the meaning in Section 15.2.

“Contractor Event of Default” has the meaning in Section 15.1.

“Contractor Equipment” means all that equipment bought, used and owned by Contractor in the performance of O&M Services and T&D Services, including 2-3 tractors, 1 yard horse, 1 loader, 1 skid steer loader, and 5-6 walking floor transfer trailers.

“Contractor Termination Notice” has the meaning in Section 15.6.

“Controlled Acceptable Recyclables” means Acceptable Recyclables that Participating Municipalities shall deliver or cause to be delivered to the Facility or the Transfer Stations.

“Costs” has the meaning provided in Section 18.1.

“CSWS” means MIRA’s Connecticut Solid Waste System which includes the Facility together with a Waste to Energy Facility located in Hartford and four transfer stations located in Torrington, Watertown, Essex and Ellington.

“Daily Report” has the meaning in Section 12.4.

“Day” (whether or not capitalized) shall mean a calendar day, unless designated as a Business Day.

“Designated Facilities” means the Non-Project Recycling Facilities approved by MIRA to which Controlled Acceptable Recyclables or other Acceptable Recyclables delivered to the Facility or the Transfer Stations shall be transferred or delivered. As of the Effective Date of this Agreement, the approved Designated Facility for (1) the Facility is Murphy Road Recycling (sometimes referred to as Automated Material Handling) at 655 Christian Lane, Berlin, CT (the “Berlin MRF”) and Willimantic Waste Paper Co., Inc. at 185 Recycling Way, Willimantic, CT (the “Willimantic MRF”); (2) the Torrington Transfer Station is the Berlin MRF; (3) the Watertown Transfer Station is the Berlin MRF; and (4) the Essex Transfer Station is the Willimantic MRF. The Designated Facilities may be changed by Contractor without the express written approval of MIRA provided i) the alternate designated facility is properly permitted, ii) the alternate designated facility has adequate capacity, iii) the Contractor possesses adequate authority to use the alternate designated facility, and iv) Contractor assumes all incremental costs associated with the delivery of Controlled Acceptable Recyclables or other Acceptable Recyclables to the alternate designated facilities.

“Discharge” means any release, threatened release, deposit, spillage, leakage, escape, uncontrolled loss, seepage and/or filtration.

“Dispute” has the meaning in Section 22.5.1.

“Effective Date” has the meaning in the Preamble.

“Emergency” has the meaning in Section 8.6.

“Enabling Legislation” has the meaning in the Recitals.

“Environmental Condition” means the presence of one or more Hazardous Materials in the Environmental Media requiring Remedial action under applicable Environmental Laws and/or that may give rise to claims and/or liabilities to any Third Party, including any Governmental Authority. Environmental Conditions shall include the presence of any Hazardous Material in Environmental Media at or above any applicable default criterion in the Remediation Standard Regulations, Regulations of Connecticut State Agencies, § 22a-133k-1 et seq., as the same may be amended, supplemented or superseded from time to time.

“Environmental Laws” means all federal and state statutes, regulations, codes, orders, directives, rules, guidelines, standards, general permits, individual permits, judgments, injunctions and requirements of common law, whether in force as of the Effective Date, or as amended

or enacted in the future, concerning or relating to land use and the protection of health, safety and the natural environment (including those relating to the ground, air, water, Solid Waste, Hazardous Waste, odors, noise, pollution or contamination, and those concerning the installation, operation, closure and corrective action of underground or above ground tanks) and shall include, without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 to 136y; the Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; and all state laws enacted as part of Title 22a of the Connecticut General Statutes including (without limitation) the Connecticut Environmental Policy Act (§§ 22a-1a through 22a-1h of the Connecticut General Statutes), the Environmental Protection Act of 1971 (§§ 22a-14 to 22a-20 of the Connecticut General Statutes), the Connecticut Wetlands and Watercourses Protection Act (Chapter 440 of the Connecticut General Statutes), the Noise Pollution Control Act (Chapter 442 of the Connecticut General Statutes), Coastal Management Act (§§ 22a-90 to 22a-112 of the Connecticut General Statutes), the Connecticut statutes on Hazardous Waste (Chapter 445 of the Connecticut General Statutes), Air Pollution (Chapter 446c of the Connecticut General Statutes), Solid Waste Management (Chapter 446d of the Connecticut General Statutes), Water Pollution Control (Chapter 446k of the Connecticut General Statutes), the Soil Erosion and Sediment Control Act (§§ 22a-325 to 22a-329), the Water Diversion Policy Act (§§ 22a-365 to 22a-378 of the Connecticut General Statutes), and any other federal or state environmental requirements in addition to these acts or other laws, together with all rules, regulations, codes, orders, decrees and judicial decisions now or hereafter promulgated under any of the foregoing.

“Environmental Media” means soil, land, surface or subsurface strata, surface waters, ponds, streams, groundwater, bedrock, drinking water supply, stream sediments, atmosphere, air, vegetation and any other environmental medium or natural resource.

“Environmental Permits” means any and all permits, licenses, registrations, general permits, certificates, or approvals necessary to operate the Facility in accordance with the Environmental Laws.

“Facility” means MIRA’s Recycling Facility located at 211 Murphy Road, Hartford, CT together with all site improvements including a 64,800 square foot building that includes approximately 1,500 square feet of locker room/lunch room area and an office area but excludes an attached building housing MIRA administrative offices and an inactive former recycling museum. The Facility further includes [access drives and parking areas] on its approximate 9-acre site including an operating rail spur, but excluding the scale house and two 70-foot platform truck scales. For the avoidance of doubt, the “Facility” shall mean the

highlighted area in Exhibit 11. Contractor shall have no responsibility for areas other than the highlighted areas.

“Facility Agreements” means agreements entered into from time to time by MIRA whose subject matter has relevance to the subject matter of this Agreement, including any agreement concerning equipment warranties, of which MIRA has knowledge and possession as of the Transition Period Commencement Date.

“Facility Information” has the meaning in Section 12.1.

“Facility Manager” has the meaning in Section 8.3.1.

“Facility Manuals” means such materials, including any Facility equipment manuals and maintenance instructions, system descriptions and operating instructions, design documentation, Connecticut Solid Waste System Permitting, Disposal and Billing Procedures, and similar documents, of which MIRA has knowledge and possession as of the Transition Period Commencement Date, and which MIRA deems relevant to Contractor’s performance of the Services.

“Force Majeure Event” has the meaning in Section 22.4.1.

“Governmental Authority” means any governmental agency, authority, bureau, quasi-governmental body (other than MIRA), regulatory body, department, court, or other instrumentality having jurisdiction over MIRA, Contractor, the Facility or the performance of any of the Services.

“Gross Negligence” and “Grossly Negligent” shall mean more than the lack of ordinary and reasonable care under the circumstances.

“Hazardous Materials” means any and all pollutants, contaminants, hazardous or toxic waste, substance or material, Hazardous Waste, or any other substance that might pose a hazard to health, safety or the environment, the removal of which may be required or the manufacture, use, maintenance or handling of which is regulated, restricted, prohibited or penalized by any Environmental Law, as amended, or any other Applicable Law, or any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance containing gasoline, diesel or other petroleum hydrocarbons, petroleum products or petroleum by-products.

“Hazardous Waste” includes any material or substance which is, by reason of its composition or its characteristics or its delivery to the Facility (i) defined as hazardous waste in the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., and any regulations, rules or policies promulgated thereunder, (ii) defined as hazardous waste in Section 22a-115 of the Connecticut General Statutes, (iii) defined as special nuclear material or by-product material in Section 11 of the Atomic Energy Act of 1954, 42 U.S.C. §2014, and any regulations, rules or policies promulgated thereunder (all as amended or superseded from time to time, or (iv) regulated under Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. §2605(e), and any regulations, rules or policies promulgated thereunder, as any of the authority referred to in clauses (i) through (iv) may be amended or superseded from

time to time; provided, however, that Hazardous Waste shall not include such insignificant quantities of any of the wastes covered by clauses (i), (ii) and (iv) as are customarily found in normal household, commercial and industrial waste to the extent such insignificant quantities are permitted by Applicable Law to be processed at the Facility and the Designated Facilities. "Hazardous Waste" also includes such other waste deemed by MIRA or the Contractor in a commercially reasonable manner to be "Hazardous Waste."

"Initial Budget" has the meaning in Section 10.1.1.

"Lien" means any lien, mortgage, pledge, hypothecation, assignment, deposit arrangement, notice of contract, preference, priority, security interest, chattel mortgage or other charge or encumbrance of any kind, any levy under execution or attachment, any easement, right of way or other encumbrance on title to real property, and any lease, license or sublease having substantially the same effect as any of the foregoing.

"MIRA" has the meaning in the Preamble.

"MIRA Cure Period" has the meaning in Section 15.5

"MIRA Event of Default" has the meaning in Section 15.4

"MIRA Facility General Manager" has the meaning in Section 8.3.3.

"MIRA Reserved Rights" has the meaning in Section 3.4.1.

"MIRA Termination Notice" has the meaning in Section 15.3.1.

"Month" means a calendar month.

"Monthly Deviation Report" has the meaning in Section 12.5.

"New Contractor" has the meaning in Section 16.4.

"Non-Project Recycling Facility" shall mean any land and structures thereon where "Recycling," as defined in Section 22a-207(7) of the Connecticut General Statutes, as amended, substituted or superseded from time to time, is conducted, including an "Intermediate Processing Facility" as defined in Section 22a-260(25) of the Connecticut General Statutes, as amended, substituted or superseded from time to time, or a "Solid Waste Facility" as defined in Section 22a-207(4) of the Connecticut General Statutes, as amended, substituted or superseded from time to time, which provides for recycling in its plan of operations; excluding, however, the CSWS.

"Notice to Proceed with Transition Services" means the written notice from MIRA to Contractor, instructing Contractor to commence performance of the Transition Services.

"O&M Contract Period" has the meaning in Section 3.2.

“O&M Manual for O&M Services” means the materials, including Facility operating and maintenance procedures, training, health and safety procedures, environmental compliance and Emergency management procedures, together with any supporting materials, developed by Contractor pursuant to Section 2.2.

“O&M Services” means the O&M Services described in Exhibit 3 hereto.

“O&M Services and T&D Services Compensation Schedule” means the payment schedule for MIRA’s payments to Contractor for the performance of the O&M Services and T&D Services contained in Schedule 14.2 hereto.

“Operating Year” means with respect to the first Operating Year the period beginning on July 1, 2021 and ending on June 30th, 2022, and for each successive Operating Year, the period beginning on July 1st and ending on the following June 30th.

“OSHA” means the Occupation Safety and Health Administration.

“Owner” has the meaning in Section 19.1(1).

“Party” and “Parties” have the respective meanings in the Preamble.

“Participating Municipality” means a municipality that has executed a Tier 1 Long-Term Municipal Services Agreement with Recycling.

“Permit” means any permit (including any Environmental Permit), license, consent or approval required for the operation or maintenance of the Facility, or the performance of any of the Services.

“Person” means any individual, partnership, corporation, association, limited liability company, business trust, government or political subdivision thereof, governmental agency or other entity.

“Plan” means the plan adopted by MIRA as provided in Section 10.1.3.

“Plant Manager” has the meaning in Section 8.3.2.

“Pre-Existing Contamination” means any Environmental Condition which exists at the Facility as of the Commencement Date, whether known or unknown, or whenever discovered.

“Prudent Operating and Maintenance Practices” means those operating and maintenance practices with respect to Contractor’s performance of the Services which: (1) are required by Applicable Law; (2) materially conform to all manufacturers’ manuals and maintenance schedules applicable to Contractor’s equipment at the Facility used or usable in the performance of the activities contemplated hereunder; (3) maintain the Facility in substantially the same or better condition as of the date Contractor assumed responsibility for operating and maintenance services including any improvements resulting from work performed under the Agreement, ordinary wear and tear excepted; (4) ensure that all work, repairs or replacement of Contractor’s equipment are in accordance with the same or

greater specifications of materials, equipment replacement, parts, supplies, and other components as of the commencement of this Agreement or when installed during the course of Contractor's Services; (5) shall enable the Facility to receive and process Controlled Acceptable Recyclables or other Acceptable Recyclables consistent with the best interests of MIRA and the Contractor in the manner contemplated by this Agreement; and (6) are good industry practices in Connecticut with respect to transfer stations of a type and size comparable to the Facility.

"Quarter" (or "Quarterly") means any consecutive period of three calendar months.

"Recklessness" shall mean a conscious choice of a course of action either with knowledge of the serious danger to others or property involved in it or with knowledge of facts that would disclose this danger to any reasonable person.

"Recovered Products" means marketable commodities contained within the Controlled Acceptable Recyclables and other Acceptable Recyclables delivered to the Facility and/or the Designated Facilities including, but not limited to, multiple grades, classifications and types of paper, plastic, glass and metal as established through accepted industry standards.

"Recycling Facility" shall mean the Facility.

"Recycling Residue" shall mean Solid Waste, but not Recovered Products, remaining after the Designated Facilities have processed Controlled Acceptable Recyclables or other Acceptable Recyclables.

"Recycling Transfer Station" shall mean any Transfer Station, including all roads appurtenant thereto, owned or operated (or both) by MIRA, which receives Controlled Acceptable Recyclables or other Acceptable Recyclables for transport to the Facility or Designated Facilities.

"Remediate" (or "Remedy(ies)," "Remedial," "Remediating" or "Remediation") means to investigate, address, remedy, mitigate, remove, response, respond, abate, or otherwise clean up.

"Services" means the Transition Services, the O&M Services or the T&D Services (or any combination thereof), as determined by the context.

"Site Personnel" means those employees of Contractor assigned to the Facility to perform the O&M Services.

"Solid Waste" means unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-207(3) of the Connecticut General Statutes, as amended or superseded from time to time, excluding semi-solid, liquid materials collected and treated in a water pollution abatement facility.

"Subcontract" means any contract executed by Contractor and a Subcontractor.

“Subcontractor” means any Third Party with whom Contractor contracts for activities related to the Services.

“T&D Services” means the T&D Services described in Exhibit 3 hereto.

“T&D Manual for T&D Services” means the materials, including T&D Service procedures ensuring driver and vehicle compliance with Applicable Law, training, health and safety procedures, environmental compliance and Emergency management procedures, together with any supporting materials, developed by Contractor pursuant to Section 2.2.

“Term” has the meaning in Section 4.2.

“Termination Date” means the effective date of termination of this Agreement contained in a MIRA Termination Notice or a Contractor Termination Notice, as applicable.

“Termination Payment” has the meaning in Section 15.7.

“Third Party” means any Person other than a Party.

“Ton” means 2,000 pounds.

“Transfer Station” shall mean any facility, including all roads appurtenant thereto, owned or operated (or both) by MIRA including the facilities located in Torrington, Watertown and Essex, and used for the receipt of Solid Waste to be transported to another location for processing or disposal.

“Transition Period” means the period for Contractor’s performance of the Transition Services, beginning on the Transition Period Commencement Date and ending on the Transition Period Completion Date.

“Transition Period Commencement Date” has the meaning in Section 2.1.

“Transition Period Completion Date” means April 30, 2021

“Transition Plan” has the meaning in Section 2.2.

“Transition Services” has the meaning in Article 2 and Exhibit 2.

“Transition Services Compensation Schedule” means the payment schedule for MIRA’s payments to Contractor for the performance of the Transition Services which payment schedule is contained in **Schedule 14.1** hereto.

“Unacceptable Recyclables” means (i) Unacceptable Waste; (ii) any of the following: anti-freeze containers, Asian corrugated, auto glass, books, ceramic cups and plates, clay pots, clothes hangers, crystal, drinking glasses, food-contaminated pizza boxes, gravel, heat-resistant ovenware, hypodermic needles, leaded glass, light bulbs, metal in large pieces (e.g., metal pipe, lawnmower blades), mirror glass, motor oil containers, notebooks, paint cans, plastic bags, plates, porcelain, pots and pans, processed and takeout black plastic food containers

and trays, propane tanks, pyrex, screw top caps/lids regardless of whether attached or not, stones, syringes, tiles, waxed corrugated, and window glass; (iii) any Solid Waste that is deemed by MIRA or Contractor to be not in conformance with the requirements for Controlled Acceptable Recyclables or other Acceptable Recyclables; and (iv) any other waste deemed by MIRA or Contractor to be Unacceptable Recyclables.

“Unacceptable Waste” includes (i) explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259.30 (1990), as the same may be amended or superseded, radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, and auto parts, liquid waste (other than liquid Solid Waste derived from food or food by-products), and Hazardous Waste and hazardous substances of any kind (including those substances regulated under 42 U.S.C. §6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 *et seq.*, 42 U.S.C. § 6901 *et seq.*, all as amended or superseded from time to time), other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as permitted by Applicable Law; (ii) any item of waste that is either smoldering or on fire; (iii) waste in quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil; (iv) any other items of waste that would be likely to pose a threat to health or safety, or that would likely damage the processing equipment of the Facilities or Designated Facilities (other than ordinary wear and tear), or the processing of which at the Facility or Designated Facilities would violate Applicable Law; and (v) any other waste deemed by MIRA or Contractor to be Unacceptable Waste, including waste generated by a source which is not authorized by MIRA to deliver such waste to the Facility or the Designated Facilities.

“User” has the meaning in Section 19.1(I).

“Willful Misconduct” shall mean intentional conduct designed to injure person or property for which there is no just cause or excuse.

EXHIBIT 2

TRANSITION PLAN

Roger, Tom, Peter:

As discussed on April 16, 2021, our Transition Plan is the following:

1. MRR will continue to meet with Tom Gaffey at the Facility to assess the building and the areas MRR will be using to provide its O&M and T&D services. I anticipate a final assessment will be on May 1 or May 2, 2021. MRR plans to take photos (and perhaps videos) of the building and site. MIRA will produce to MRR the "punch list" MIRA is preparing for Republic. On or before May 15, 2021 MRR will provide its Assessment Report to MIRA.
2. MRR will continue to develop with Tom Gaffey a daily operations plan based on expected timing of members' deliveries. The plan will include weighing loads, operating the tip floor, managing traffic, general housekeeping, and securing the site when daily operations cease.
3. MRR will provide the following to MIRA on or before April 21, 2021:
 - a) the O&M Manual;
 - b) the HR Manual;
 - c) the Safety Manual; and
 - d) the Administrative Procedures Manual.

MIRA will provide its comments on or before April 28, 2021.

4. On April 21, 2021 MRR will provide to MIRA another draft of the Transfer Agreement.
5. MRR has in place the equipment and staff necessary to provide the O&M and T&D services on May 1, 2021.
6. Jonathan Murray will be the Facility Manager and Bryan Kelly will be the Plant Manager.

EXHIBIT 3**O&M SERVICES and T&D SERVICES**

O&M Services and T&D Services shall include the items presented in the table that follows.

Task Name	Description
3.1 O&M Services	Receive deliveries of Controlled Acceptable Recyclables and other Acceptable Recyclables at the Facility, timely consolidate and load such Controlled Acceptable Recyclables and other Acceptable Recyclables onto Contractor's transfer trailers and provide all operating, maintenance and administrative support services related thereto including the services enumerated in Sections 3.1.1 through 3.1.14 below.
3.1.1 Routine Operations	Receive at and transfer Controlled Acceptable Recyclables and other Acceptable Recyclables from the Facility in accordance with all environmental permits.
3.1.2 Detailed Operational Programs	Continue follow-up and implementation (in coordination with appropriate MIRA policies and procedures) of: <ul style="list-style-type: none"> • Environmental Compliance Program • Operations Program • Maintenance Program • Administrative Program • Personnel Training/Qualification and Safety Program (including Lock Out Tag Out "LOTO", OSHA and emergency training) • Fire Safety Program
3.1.3 Routine Maintenance	Perform routine and preventive maintenance actions on all Contractor Equipment and the three MIRA-owned balers in accordance with manufacturer instructions, the maintenance plan for the Facility and best industry practices. This program includes: <p>Operational Checks – Conduct frequent visual equipment, rolling stock and electrical inspections.</p>
3.1.4 Predictive and Preventative Maintenance Program	Conduct/oversee predictive and preventative maintenance program and enforce and maintain existing equipment and rolling stock warranties for Contractor Equipment and the MIRA-owned balers.

<p>3.1.5 Plant or Major Equipment Outages or Upset Conditions Necessitating Diversion of Recyclables</p>	<p>Manage all Facility outages (planned, unscheduled, forced) to minimize outage duration and impact on transfer operations.</p> <p>Task Assignment Identify maintenance that requires a Facility outage or major equipment or rolling stock to be taken out of service.</p> <p>Work Schedule – Develop and implement a detailed schedule to track all outage preparations. Upset Conditions – In the event of excessive downtime due to equipment malfunction, fire, Force Majeure Event or any emergency situation that causes the Facility to interrupt receipt of deliveries of Controlled Acceptable Recyclables or other Acceptable Recyclables, Contractor shall coordinate with MIRA as directed in minimizing the duration and impact of such interruption.</p>
<p>3.1.6 Assistance to MIRA</p>	<p>Provide assistance to MIRA, as reasonably requested, with the execution of MIRA’s duties relative to operation of the Facility. This task includes such activities as the preparation and coordination of warranty claims, license and permit renewals, interfacing with MIRA management and personnel, and interfacing with local authorities.</p>
<p>3.1.7 Plant Administration</p>	<p>Conduct administration to meet Contractor requirements and fulfill the Agreement, including:</p> <p>Payroll – Oversee the preparation and distribution of payroll and related tax payments for Site Personnel. Ensure compliance with all federal and state labor and tax requirements.</p> <p>Procurement – Procure all materials, equipment, chemicals, supplies, services, parts, and other miscellaneous items required for routine O&M. Pay all invoices in a timely manner.</p> <p>Inventory Control – Implement a cost-effective inventory control system for Contractor Equipment to support routine O&M Services. Maintain an inventory of critical spare parts for the Contractor Equipment. Personnel Matters – Manage all payroll and employee-relations issues related to Site Personnel. These tasks include: employment; compensation and benefits; initial training; and employee relations.</p>
<p>3.1.8 Work Assignment</p>	<p>Assign work to either Site Personnel or Contractor’s vendors as cost-effective and appropriate.</p>
<p>3.1.9 Buildings and Grounds</p>	<p>Arrange for janitorial, garbage pickup, landscape services, snow plowing and road sweeping, vector control, litter control and maintain all access roads, office buildings, and other structures associated with the Facility in good repair at all times as provided in Schedule 14.2.6 and Exhibit 11.</p>

	MIRA is responsible for all buildings and grounds maintenance for the remainder of the Facility site.
3.1.10 Reports	<p>Prepare and submit to MIRA O&M reports as reasonably requested and/or scheduled relative to performance, including Facility and MIRA-owned balers operating hours, downtime and availability, tons transferred, environmental compliance records, maintenance and repair status, Facility operating data, and any other information requested by MIRA.</p> <p>At MIRA's sole discretion, MIRA reserves the right to conduct mechanical, safety, environmental, and code evaluations and inspections of the Facility and associated MIRA-owned balers, but MIRA shall not unreasonably interfere with Contractor's operation of the Facility or with Contractor's employees, contractors or agents, and MIRA shall be responsible for any damage to the Facility caused by its employees, contractors or agents.</p> <p>Contractor shall maintain at the Facility accurate and complete records of all such maintenance activities performed and shall make such schedule and records available to MIRA for inspection and audit with reasonable advance notice.</p>
3.1.11 Security	Implement or arrange for implementation of security measures in accordance with the Facility security plan. Maintain all doors, overhead doors and any point of access to the Facility ensuring that all points of entry are properly closed and secured at the end of work shifts. See Schedule 14.2.6 for allocation of expenses.
3.1.12 Personnel Training and Safety Program	Implement a continuing program of training designed to orient new Site Personnel, refresh/cross-train existing Site Personnel, qualify/re-qualify Site Personnel, and keep all Site Personnel aware of Facility safety requirements and emergency procedures, LOTO and other OSHA requirements. This program includes specialty skills training.
3.1.13 Drawing / Manual Maintenance	Update Facility manuals and vendor service manuals provided by Contractor.
3.1.14 Fire Safety Program	The program shall include fire prevention measures in accordance with National Fire Protection Association (NFPA) standards. Fire extinguishers located throughout the Facility shall be inspected in accordance with law, regulation and NFPA standards by site personnel and an outside vendor. Records of all such inspections shall be provided by Contractor to the MIRA Facility Manager and retained at Facility. All "hot work" permits for repairs to the Facility or the equipment therein shall be provided to MIRA in advance of the work being performed.

	<p>Smoking is not allowed at the Facility and grounds except as set forth in the Safety Program.</p> <p>See Schedule 14.2.6 for allocation of expenses.</p>
3.2 T&D Services	At Contractor's expense, transport and dispose of all Controlled Acceptable Recyclables or other Acceptable Recyclables loaded onto Contractor's transfer trailers at the Designated Facilities and provide all operating, maintenance and administrative support services related thereto including the services enumerated in Sections 3.2.1 through 3.2.4 below.
3.2.1 Compliance with Applicable Law	Comply with Applicable Law concerning the transportation and delivery of Acceptable Recyclables at the Designated Facilities.
3.2.2 Compliance with Designated Facility(ies)	Maintain compliance with all requirements of the Designated Facilities necessary for the delivery of Controlled Acceptable Recyclables and other Acceptable Recyclables including, but not limited to, permit, license or agreement requirements, delivery and other fees.
3.2.3 Operations and Maintenance	Maintain Contractor's fleet of tractors and transfer trailers assigned to provision of the T&D Services in good working order and repair.
3.2.4 Administration	Provide all administrative support including, but not limited to, administering payroll and benefits for drivers and other support personnel who are not Site Personnel, scheduling and payment of all tractor and trailer maintenance and repairs, payment of Designated Facilities fees and charges pursuant to the Agreement, reconciliation of weight tickets between the Facility and the Designated Facilities.

EXHIBIT 4: Form of Bond

PERFORMANCE BOND

CONTRACTOR (Name and Address):

SURETY (Name and Principal
Place of Business):

OWNER (Name and Address):

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

TRANSFER AGREEMENT FOR THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY

Date: _____, 2021

Amount:

Description (Name and Location):

MIRA Connecticut Solid Waste System
Recycling Facility

BOND

Date: _____, 2021

Amount: \$ _____

TERMS AND CONDITIONS

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 Transfer Agreement for the Connecticut Solid Waste System Recycling Facility (the "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.
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 three (3) 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. Damages, whether actual or liquidated 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 Services or part of the Services are 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 last. 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. This Agreement shall be governed by and construed 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.
12. 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 herefrom and provisions conforming 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.
13. Definitions.
 - 13.1. 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.

13.2. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to perform or otherwise to comply with the material terms of the Agreement.

CONTRACTOR AS PRINCIPAL

SURETY

[Contractor]

Company:

By: _____
Its
Address:

By: _____
Its
Address:

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 _____ 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 Practices for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 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, [name of issuing Bank] 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 Bank]



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 2 of 3

Exhibit 5



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11
Page 3 of 3

Exhibit 5



ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

A handwritten signature in black ink, appearing to read "Frank G. Antonacci", written over a horizontal line.

05/03/2021

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name

Frank

MI

G.

Last Name

Antonacci

Suffix

TITLE

Manager

COMPANY NAME

Murphy Road Recycling, LLC

Additional information may be found on the website of the State Elections Enforcement Commission,
www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Materials Innovation and Recycling Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability, physical disability or sexual orientation.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am Manager (title) of Murphy Road Recycling, LLC (firm name), an entity duly formed and existing under the laws of Connecticut (name of state or commonwealth) (hereafter in this form "Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "TRANSFER AGREEMENT FOR THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY" (the "Agreement") with the Materials Innovation and Recycling Authority; and
2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): [Handwritten Signature]

Name (Print): Frank Antonacci

Title: Manager

Sworn to before me this 3rd day of May 20 21

[Handwritten Signature]
Notary Public/Commissioner of the Superior Court Commission Expiration Date

Sections 4a-60(a)(1) and 4a-60a(a)(1) of the Connecticut General Statutes follow.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the 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 as 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 affirmative action to insure 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 as 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;

Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the 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 of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;



IRAN CERTIFICATION FORM (OPM Form 7)

This form must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Materials Innovation and Recycling Authority.

I, Frank Antonacci (name), Manager (title) of Murphy Road Recycling, LLC (firm name, hereafter in this form "Respondent") an entity duly formed and existing under the laws of Connecticut, being duly sworn, hereby depose that:

- i. I am over the age of eighteen and understand and appreciate the obligations of an oath
- ii. Respondent seeks to enter into the "TRANSFER AGREEMENT FOR THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY" (the "Agreement") with the Materials Innovation and Recycling Authority; and
- iii. Respondent hereby certifies as follows:

Section 1: APPLICABILITY

Check applicable box (must be completed regardless of where the Respondent's principal place of business is located):

Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the Section 2: Certification portion of this form, but are still required to complete Section 3 of this form.**

Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **Respondents who check this box are required to complete all sections of this form.**

Please complete this form as specified in this Section 1 and submit it with the RFB, RFP or RFQ response or contract package if there was no RFB, FRP, or RFQ process.

Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

Section 2: CERTIFICATION

Pursuant to P.A. No. 13-162, upon submission of a bid, or prior to executing a large state contract if no bid process was conducted, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

Respondent has made no direct investments 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.

Respondent has either made direct investments 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, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Section 3: AFFIRMATION

Note: This Section 3 must be completed even if Section 2 of this form was not required based on the responses in Section 1 of this form.

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

Murphy Road Recycling, LLC
Printed Respondent Name

Frank Antonacci
Printed Name of Authorized Official

[Signature]
Signature of Authorized Official

Subscribed and acknowledged before me this 3rd day of May, 2021.

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



**AFFIDAVIT CONCERNING
CONSULTING FEES**

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the successful bidder/proposer/statement of qualifications submitter for an Agreement (the "Contractor"). Such chief official of the Contractor must be the person who is properly authorized to execute the Agreement on behalf of the Contractor. This Affidavit must be properly executed at the same time that the Contractor executes the Agreement. If the Contractor fails to execute this Affidavit, the Contractor shall be disqualified for the Agreement.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am Manager (title) of Murphy Road Recycling, LLC (firm name), an entity duly formed and existing under the laws of Connecticut (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "TRANSFER AGREEMENT FOR THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY" (the "Agreement") with the Materials Innovation and Recycling Authority ("MIRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of MIRA, whether or not direct contact with MIRA, a MIRA official, a MIRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

¹ Pursuant to Section 1-94 of Chapter 10 the Connecticut General Statutes, a lobbyist as defined in the Chapter is required to register with the Office of State Ethics.

² Pursuant to Section 41-81 of the Connecticut General Statutes, for the purposes of this Affidavit, "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 contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such affidavit is submitted in accordance with the provisions of this section.

TABLE 1: Disclosure of Consulting Agreements

(If Contractor has not entered into any consulting agreements² in connection with the Agreement, Contractor should enter "None" in the space provided for the "Name of Consultant.")

Name of Consultant:	<i>NONE</i>	
Name of Consultant's Firm:		
Description of the Basic Terms of the Consulting Agreement:		
Brief Description of the Services Provided:		
Is the Consultant a Former State Employee or Public Official?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If the answer to the question above concerning whether or not the consultant is a former state employee or public official is "Yes," the following information must be provided.		
Name of Former Agency:		
Date Employment Terminated:		

By (Signature):



Name (Print):

Frank Antonacci

Title:

Manager

Sworn to before me this

3rd

day of

May

20 *21*

Notary Public/Commissioner of the Superior Court



Commission Expiration Date



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

TRANSFER AGREEMENT FOR THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY

(This CERTIFICATION is to be signed by an authorized officer of the Contractor or the Contractor's managing general partner.)

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder/proposer/statement of qualifications submitter for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

I, Frank Antonacci, a duly authorized officer and/or representative of Murphy Road Recycling, LLC (firm name) (the "Contractor"), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal/statement of qualifications for the "TRANSFER AGREEMENT FOR THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY" (the "Agreement") to the Materials Innovation and Recycling Authority ("MIRA"), has been selected by MIRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with MIRA; and
3. No gifts were made between April 1, 2020 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement

to

- (1) Any public official or employee of MIRA who participated substantially in the preparation of the bid/proposal/qualifications solicitation for or the negotiation or award of the Agreement (such MIRA employees are listed in Table 2 below), or
- (2) Any public official or state employee of any state agency who has supervisory or appointing authority over MIRA (such public officials and state employees are listed in Table 3 below); and


- 4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the 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
- 5. The Contractor made the bid/proposal/statement of qualifications for the Agreement without fraud or collusion with any person;
- 6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 2: MIRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

Mark Daley, CFO
Thomas Gaffey, Director of Recycling And Enforcement
Peter Egan
Roger Guzowski, Contract and Procurement Manager
Thomas Kirk, President

TABLE 3: Public Officials and State Employees of State Agencies Who Have Supervisory or Appointing Authority over MIRA

Governor Ned Lamont
Senator Martin Looney, President Pro Tempore of the Senate
Senator Kevin Kelly, Senate Republican President Pro Tempore
Representative Matt Riller, Speaker of the House of Representatives
Representative Vincent Candelora, Minority Leader of the House of Representatives

Signature: 
 Name (type/print): Frank Antonacci
 Title: Manager
 State Of: CT
 County Of: Hartford

Frank Antonacci, being fully sworn, deposes and says that he/she is the Manager (Title) of Murphy Road Recycling, LLC (Firm Name), the Contractor herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this 3rd day of May 20 21


 Notary Public/Commissioner of the Superior Court

Commission Expiration Date

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-601a of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to a state agency or quasi-public agency (i) for use on state or quasi-public agency property, or (ii) that support an event, and (B) which facilitate state or quasi-public agency action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state or a quasi-public agency, or (ii) property leased to a state agency or quasi-public agency;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.
- (16) Training that is provided by a vendor for a product purchased by a state or quasi-public agency which is offered to all customers of such vendor; or
- (17) Travel expenses, lodging, food, beverage and other benefits customarily provided by a prospective employer, when provided to a student at a public institution of higher education whose employment is derived from such student's status as a student at such institution, in connection with bona fide employment discussions.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

**TRANSFER AGREEMENT FOR THE
CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY**

Awarded To

MURPHY ROAD RECYCLING LLC

(This CERTIFICATION is to be signed by the President of MIRA
at the time the Agreement is executed by him/her.)

By submission of this Certification, the President of the Materials Innovation and Recycling Authority ("MIRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "TRANSFER AGREEMENT FOR THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY" 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.

Signature: Thomas D. Kirk

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

Thomas D. Kirk, being fully sworn, deposes and says that he is the President of the Materials Innovation and Recycling Authority, that he has read the forgoing statement concerning collusion, the giving of gifts or the promise of gifts, compensation, fraud or inappropriate influence and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this 29TH day of APRIL 20 21

Christopher R. Shepard
Notary Public/Commissioner of the Superior Court
CHRISTOPHER R. SHEPARD

7/31/2025
Commission Expiration Date

EXHIBIT 11

FACILITY RESPONSIBILITIES

EXHIBIT 12

CONTRACTOR COMMITMENT TO INVEST
IN BERLIN CT MRF

Law Offices of Edward F. Spinella, Esq., LLC

March 11, 2021

VIA EMAIL

Mr. Roger Guzowski
Contract and Procurement Manager
Materials Innovation and Recycling Authority
200 Corporate Place, Suite 202
Rocky Hill, CT 06067

**Re: RFP Number 21-OE-002 Request for Proposals (RFP) for Operation,
Maintenance and Operational Redevelopment of the Connecticut Solid Waste
System Recycling Facility**

Dear Mr. Guzowski:

I am responding to your March 10, 2021 email. If MIRA awards a contract to Murphy Road Recycling, LLC ("MRR"), MRR agrees to incorporate into the Transfer Agreement that it will proceed with the approximate \$30 million investment in its Material Recovery Facility located in Berlin, CT.

If you have any additional questions or would like to discuss, please do not hesitate to reach out before MIRA's special board meeting on March 15, 2021.

Regards,



Edward F. Spinella, Esq.

Encl.

cc: Thomas D. Kirk, President, MIRA (via email)
Peter W. Egan, Director of Operations and Environmental Affairs, MIRA (via email)
Thomas P. Gaffey, Director of Recycling and Enforcement, MIRA (via email)

SCHEDULE 14.1 AND 14.2

CONTRACTOR ARTICLE 2
COMPENSATION FOR TRANSITION SERVICES

AND

CONTRACTOR ARTICLE 3
COMPENSATION FOR O&M SERVICES AND T&D
SERVICES

These Compensation Schedules are contingent on the delivery each year during the Term of all Controlled Acceptable Recyclables from each municipality that is a Participating Municipality during each such year to the three MIRA Transfer Stations and the Recycling Facility.

- I. During the Term, Tier 1 Controlled Acceptable Recyclables and other Acceptable Recyclables from the three Transfer Stations will be transported directly as follows:
 - a. Essex Transfer Station direct to Willimantic Waste's Designated Facility in Willimantic, CT;
 - b. Torrington Transfer Station direct to Contractor's Designated Facility in Berlin, CT; and
 - c. Watertown Transfer Station direct to Contractor's Designated Facility in Berlin, CT.

During the Term, MIRA shall pay the applicable costs and expenses associated with such direct deliveries. It is MIRA's responsibility to pay for and ensure delivery of such Controlled Acceptable Recyclables and other Acceptable Recyclables to the Designated Facilities listed above pursuant to MIRA's existing agreements with its Transfer Station operators.

- II. During the Term, Tier 1 Controlled Acceptable Recyclables and other Acceptable Recyclables received at the Recycling Facility will be transferred by Contractor to a properly permitted and authorized materials recovery facility ("MRF"), such as Contractor's Designated Facility in Berlin. Regardless of the location of the Designated Facility, the T&D Services cost per ton shall be \$30.00 plus 3% annual escalation. The Parties agree the first 3% annual escalation shall be effective July 1, 2022.

.....

SCHEDULE 14.1

A. CONTRACTOR ARTICLE 2 COMPENSATION FOR TRANSITION SERVICES

1. TOTAL COMPENSATION

The total amount of Contractor compensation for Transition Services shall be zero dollars (\$0.00).

SCHEDULE 14.2

A. CONTRACTOR ARTICLE 3 COMPENSATION FOR O&M SERVICES AND T&D SERVICES

Contractor shall be compensated by MIRA in the amounts and according to the timing as set forth in this Schedule for O&M Services and T&D Services.

1. TOTAL COMPENSATION

The total amount of Contractor compensation for O&M Services and T&D Services in any Operating Year shall be the sum of the following calculation:

$$\text{Total Compensation} = \text{FF} + (\text{HT} \times \text{TF}) + [\text{Tons} \times (\text{BPF} - \text{ACR})] + \text{OF}$$

Where,

FF; means a fixed fee of \$600,000.00 per Operating Year, subject to 3% Annual Escalation. The FF includes the following:

- Contractor home office expenses;
- Actual and reasonable costs associated with Contractor's provision of insurance coverages;
- Contractor actual and reasonable costs associated with on-site personnel needed for the day-to-day management, operation and maintenance of the Facility. Such costs may include (a) wages, salaries, overtime, paid time off (incl. short term disability payments, sick leave, vacation, holidays, FMLA, jury duty); (b) statutory requirements including state and federal unemployment insurance, payroll taxes imposed on wages and benefits (FICA, Medicare), and worker's compensation costs; (c) Contractor benefits including group medical, dental, vision insurance, basic life insurance, long term disability insurance, AD&D insurance, business travel AD&D insurance, employee assistance plan, educational assistance plan, defined contribution retirement and 401(k) plans and administrative fees associated with the retirement and 401(k), tax-free benefit enhancement plan, and employee assistance plan.
- Actual and reasonable costs incurred by Contractor for Third Party vendor services associated with Contractor's Services and assumed expenses.
- Actual and reasonable costs for any other expense assumed by Contractor, including but not limited to provision of utilities, purchase of certain spare parts and supplies, site personnel recruitment and relocation, site personnel customary or required severance payments, telephone communication services, or similar expenses associated with O&M Services.

HT; means the number of Tons of Acceptable Recyclables per Operating Year that are accepted by MIRA and Contractor at the Recycling Facility and transferred to a Contractor Designated Facility for processing;

TF; means a transportation fee of \$30.00, subject to 3% Annual Escalation. There will be no fuel adjustment or surcharge during the Term;

Tons; means the actual tons of Acceptable Recyclables accepted by the Contractor, or its subcontractors, at the Designated Facilities in any Operating Year.

BPF; means the base processing fee of \$85.00, subject to 3% Annual Escalation;

ACR; means the average commodity rate; and

OF; means other fees incurred by MIRA during the course of Contractor's performance of the O&M Services and T&D Services (See Section 6 of this Schedule), including the Unacceptable Recyclables Processing Fee (See Section 5 of this Schedule).

2. MONTHLY INVOICING

Contractor shall invoice MIRA on or before the fifteenth (15th) Day of each month for the prior month's O&M Services and T&D Services. Each invoice shall include the date of the billing period and the contract number (to be provided by MIRA). 1/12th of the applicable FF amount as identified above is to be invoiced on each monthly invoice. Each invoice shall state the Tons of Acceptable Recyclables accepted at and transferred from the Recycling Facility and the Tons of Acceptable Recyclables accepted at the Contractor Designated Facilities. Each invoice shall further state the TF, the BPF, and the ACR, each as identified above, and any other fees incurred by MIRA and payable to Contractor during such month. MIRA shall review each invoice and pay all undisputed amounts within thirty (30) Days of receipt. MIRA's review shall include, but not be limited to, calculation and verification of the ACR and comparison and reconciliation of weight tickets issued at the Recycling Facility and Designated Facilities in consultation with the Contractor.

For the avoidance of doubt, if the Commencement Date is prior to July 1, 2021 (the beginning of the first Operating Year), the FF will be prorated, the remainder of the compensation equation will apply and each will be billed to MIRA for the period from the Commencement Date to July 1, 2021. The FF for each of May and June of 2021 will be fifty thousand dollars (\$50,000.00).

3. ANNUAL ESCALATION

The FF, TF, BPF, certain components of the ACR (as noted in Table 1 below), and the Unacceptable Recyclables Processing Fee, and the monthly rental and haul fees in Section 5 of this Schedule are subject to escalation from one Operating Year to the next Operating Year which shall be determined pursuant to this subsection. The FF, TF, BPF, components of the ACR, the Unacceptable Recyclables Processing Fee, and the monthly rental and haul fees in Section 5 of this Schedule effective for the Initial Budget (1st Operating Year) shall be escalated by three percent (3%) on each July 1st of subsequent Operating Years (beginning in the 2nd Operating Year).

4. AVERAGE COMMODITY RATE (ACR)

- a. During the Term, the Contractor will calculate a monthly ACR based on Table 1 below to determine the rebate or charge per Ton to MIRA each month. During the Term, each Ton of Acceptable Recyclables accepted at the Designated Facilities will be deemed to be comprised of the below percentages regardless of actual composition.

Table 1. ACR

Commodity	Percent of Stream	Benchmark
PAPER (SRPN and MIXED)	42.21%	P&PW New England Low #54
OCC #11	14.15%	P&PW New England Low OCC #11
Ferrous (Non-Aluminum)	1.82%	Recyclingmarkets.net Baled Low
Aluminum	0.36%	Recyclingmarkets.net Baled Low
Plastic-PET	1.85%	Recyclingmarkets.net Low
Plastic – HDPE Natural	0.58%	Recyclingmarkets.net Low
Plastic – HDPE Pigmented	0.78%	Recyclingmarkets.net Low
Plastic – HDPE Mixed	0.47%	Recyclingmarkets.net Colored HDPE Low
Plastic – Rigid Mixed	0.41%	Fixed \$91.00/ton charge, subject to 3% Annual Escalation
Glass – Mixed	18.43%	Fixed \$70.00/ton charge, subject to 3% Annual Escalation
Scrap Metals	0.94%	\$0.00
Single Stream	2.58%	BPF, subject to 3% Annual Escalation
Residue	15.42%	Fixed \$91.00/ton charge, subject to 3% Annual Escalation
Total	100.00%	

- b. Contractor will use the below Formula 1: Monthly Processing Rebate/Charge to calculate the monthly rebate or charge per Ton to MIRA. When the calculation results in a negative amount per Ton, this amount will be shared 50% with MIRA and 50% will be retained by Contractor.

Formula 1: Monthly Processing Rebate/Charge

$$\text{BPF} - \text{ACR} = \text{Rebate or Charge}$$

- c. **Example.** Example for Operating Year 1 (July 2021):

Calculated ACR	-\$5.00	\$35.00	\$75.00	\$100.00
BPF	\$85.00	\$85.00	\$85.00	\$85.00
ACR	-\$5.00	-\$35.00	-\$75.00	-\$100.00
	\$90.00	\$50.00	\$10.00	-\$15.00
Charge to MIRA per Ton	\$90.00	\$50.00	\$10.00	\$0.00
Rebate to MIRA per Ton	\$0.00	\$0.00	\$0.00	\$7.50

- d. **Material Change.** The Parties acknowledge that the composition of Acceptable Recyclables and residue as set forth in Table 1 reflect the agreement of the Parties with respect to both the composition of the Acceptable Recyclables waste stream and the corresponding processing fee, based upon the Acceptable Recyclables accepted at the Recycling Facility or Designated Facilities as of the Commencement Date. In the event that a Change-in-Law, a Force Majeure Event, or a material change in market conditions occurs, including, but not limited to, the lack of reasonable market availability for one or more types of Acceptable Recyclables, changes in market specifications affecting the salability of one or more types of Acceptable Recyclables, discontinuance of any relevant index, or changes affecting the recyclability of one or more types of Acceptable Recyclables (each a "Material Change"), the Parties will engage in good faith negotiations for a period of ten (10) Days to amend Table 1 and this Agreement to reflect such Material Change.

5. UNACCEPTABLE RECYCLABLES CONTAMINATION

In accordance with Section 5.14(a), rejection of a delivery at the Recycling Facility shall be based on MIRA's estimate that the delivery contains an excessive amount of Unacceptable Recyclables. In the event of rejection at the Facility and failure of the delivering party to retrieve its rejected load by the end of the day of delivery, Contractor shall re-load the unacceptable delivery into an onsite container provided by Contractor which Contractor shall deliver to MIRA's Hartford waste-to-energy facility or other mutually acceptable properly permitted facility for disposal. The Contractor and MIRA agree that the rental fee is two hundred fifty dollars and zero cents (\$250.00) per month subject to a three percent (3.00%) annual escalator starting July 1, 2022, the hauling fee is two hundred fifty dollars and zero cents (\$250.00) per haul subject to a three percent (3.00%) annual escalator starting July 1, 2022, and there shall be no disposal fee per ton assessed to the Contractor. If MIRA directs Contractor to deliver such rejected loads to a facility other than the Hartford waste-to-energy facility, MIRA is responsible for all incremental costs associated therewith.

For the first two months of the Term (i.e., May and June of 2021), MRR will provide an onsite container for each of North Branford and East Hartford's rejected loads which are not retrieved by the respective municipality by end of the day of delivery. MIRA agrees that the rental fee is two hundred fifty dollars and zero cents (\$250.00) per month for each container and the hauling fee is two hundred fifty dollars and zero cents (\$250.00) per haul to MIRA's Hartford waste-to-energy facility or other mutually acceptable properly permitted facility for disposal and there shall be no disposal fee per ton assessed to Contractor. If MIRA directs Contractor to deliver such rejected loads to a facility other than the Hartford waste-to-energy facility, MIRA is responsible for all incremental costs associated therewith.

In accordance with Section 5.14 of the Agreement, for loads that the Contractor rejects at the Berlin MRF, the processing fees to be charged to MIRA in the event of contaminated deliveries of Acceptable Recyclables are as follows in Table 2.

Table 2. Unacceptable Recyclables Processing Fee

Unacceptable Recyclables ¹ Contamination %	Fee
Less than 16%	No additional charge
16% - 25%	(Contamination % x Weight of Delivered Load to such Designated Facility (in Tons)) x \$115.00 (subject to 3% Annual Escalation)
Greater than 25%	Weight of Delivered Load to such Designated Facility (in Tons) x \$115.00 (subject to 3% Annual Escalation)

In accordance with Section 5.14 of the Agreement, loads rejected by MIRA at the Essex Transfer Station shall not be delivered to the Designated Facility.

6. FACILITY EXPENSES

Facility operation, maintenance, and capital expenses will be allocated among the Parties as follows. Contractor will receive no additional compensation for such expenses allocated to it, nor will it be responsible for or liable to pay expenses allocated to MIRA.

MIRA Expenses	Contractor Expenses
Security/Access Control Operations and Maintenance	
Fire Alarm, Heat Detectors, Radiation Detector and Sprinkler System Operations and Maintenance	
Project Equipment Maintenance - Scale Devices and Other MIRA-Owned Equipment	Contractor Provided and Owned Equipment Procurement, Maintenance, and Repair (including 2-3 tractors, 1 yard horse, 1 loader, 1 skid steer loader, and 5-6 walking floor transfer trailers)
Rail Spur Maintenance, Service, Etc. - Contractor and MIRA currently have a working relationship to maintain the rail spur serving both the Recycling Facility and the adjacent MRR facility. This arrangement, including its division of responsibilities, will continue during the Term.	Rail Spur Maintenance, Service, Etc. - Contractor and MIRA currently have a working relationship to maintain the rail spur serving both the Recycling Facility and the adjacent MRR facility. This arrangement, including its division of responsibilities, will continue during the Term.
All Existing Balers in Working Condition upon Commencement Date	All Existing Baler Maintenance (to keep in working condition)
Ground Maintenance - Pavement, Sidewalk, Concrete Maintenance and Repair (except for Damage Repairs)	Ground Maintenance - Litter Patrol, Landscaping, Sweeping
Snow Removal and Salting for 211 Murphy Museum/Office	Snow Removal and Salting for Recycling Facility
General Housekeeping for 211 Murphy Museum/Office	General Housekeeping for Recycling Facility
Fees/Licenses/Permits (Solid Waste, Scale, Storm Water, Sewer, Wastewater)	
Environmental Testing	
Gas for 211 Murphy Museum/Office	Gas for the Recycling Facility
Electricity for 211 Murphy Museum/Office	Electricity for the Recycling Facility
Water for 211 Murphy Museum/Office	

¹ Unacceptable Recyclables means anything other than Acceptable Recyclables.

Consultants: Equipment Maintenance Audit	
Consultants: Inspections & Training	
Consultants: Engineering Compliance Support	
Capital Repairs and Improvements	Damage Repairs necessitated due to fault of Contractor or Contractor's agents
Real Estate Property Taxes/PILOT	Expenses associated with securing performance bond (\$1,000,000)
Personal Property Taxes of MIRA-Owned Property	Personal Property Taxes of Contractor-Owned Property

7. ANNUAL RECONCILIATION

As soon as possible, but not later than forty-five (45) Days following the end of each Operating Year, Contractor shall provide MIRA with its proposed annual reconciliation of payments from MIRA for the prior Operating Year under this Agreement, together with reimbursement of any amounts overpaid by MIRA during the course of the prior Operating Year and statement of any amounts remaining due to Contractor at that time. MIRA shall provide to Contractor its review comments not later than thirty (30) Days after receipt of the proposed reconciliation, together with payment for any amounts deemed outstanding and payable to Contractor.

SCHEDULE 15
FACILITY INVENTORY

SCHEDULE 15

Exhibit 1, Definitions, of the Operation and Maintenance of the Connecticut Solid Waste System Recycling facility Agreement, defines the **Facility**, as follows:

“Facility” means MIRA’s Recycling Facility located at 211 Murphy Road, Hartford, CT. together with all of its existing equipment and site improvements including a 64,800 square foot building that includes approximately 1,500 square feet of locker room/lunch room area, an office area and all existing single stream and dual stream processing equipment, but excludes an attached building housing MIRA administrative offices and an inactive former recycling museum. The Facility further includes access drives and parking areas on its approximate 9-acre site including an operating rail spur, but excluding the scale house and two 70-foot platform truck scales. The Facility is further inventoried on Schedule 15 attached hereto.

The “Facility” DOES include the area described as “**Mixed Recyclables Facility**”, excepting all equipment therein, as described on Drawing C2 contained in this RFP, which is subject to removal by Contractor pursuant to its Transition Plan, as well as the **vehicle maneuvering area** located adjacent to the northeast of the Mixed Recyclables Facility. Further, the “Facility” includes the paved area to the south of the Mixed Recyclables Facility, and the paved and unpaved areas to the west and northwest of the Mixed Recyclables Facility, as shown on Drawing C2. The Facility also includes the entire length of “**Driveway A**” shown on Drawing C2.

The **Mixed Recyclables Facility**, as described on Drawing C2, is shown in more detail on Drawing ST-1r included in this RFP, and includes the following areas: “**Railcar Holding Area**”, “**Outbound Truck Storage Area**”, “**Maintenance Area**”, “**Office**”, “**General Office**”, “**Break Room**”, “**Mens Room**”, “**Womens Room**,” and “**Electrical Room.**”

The “Facility” DOES NOT include the areas, and all associated equipment and contents, described as “**Scale House and Scales**”, and “**Visitor Center**”, described on Drawing C2 included in this RFP. The “Facility” DOES NOT include the **parking areas** located directly to the north, the northeast, and the east of the Visitor Center.

PROJECT NO.	DATE	BY

DATE: 10/11/07
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: [Number]

DJM HARRIS ASSOC.
 100 CONSTITUTION PLAZA
 HARTFORD, CT 06103

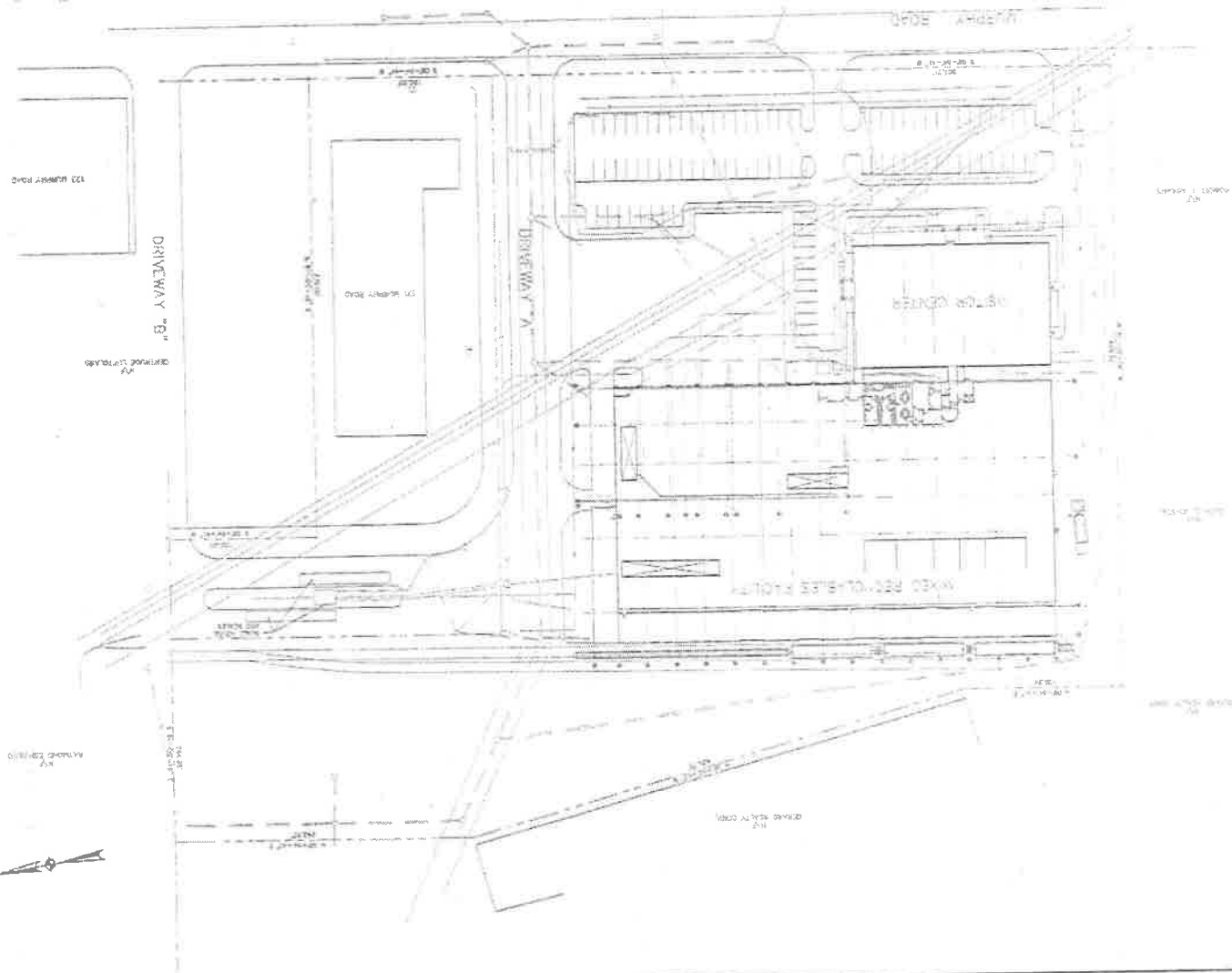


CONNECTICUT RESOURCES
 100 CONSTITUTION PLAZA
 HARTFORD, CT 06103

PERMIT MODIFICATION APPLICATION
 REGIONAL RECEIVING CENTER
 211 MURPHY ROAD
 HARTFORD, CONNECTICUT

SITE PLAN
 DATE: 10/08/07

02



4-05-07
 AS BUILT DRAWINGS

NOTES:
 1. SEE LANDSCAPE PLAN FOR REGIONAL RECEIVING CENTER DATED FEBRUARY 14, 1987 FOR LANDSCAPE PLAN.
 2. SEE REGIONAL PLUMBER PLAN DATED OCTOBER 11, 2005 FOR LIMITS OF PROVIDED BUILDING MODIFICATIONS.

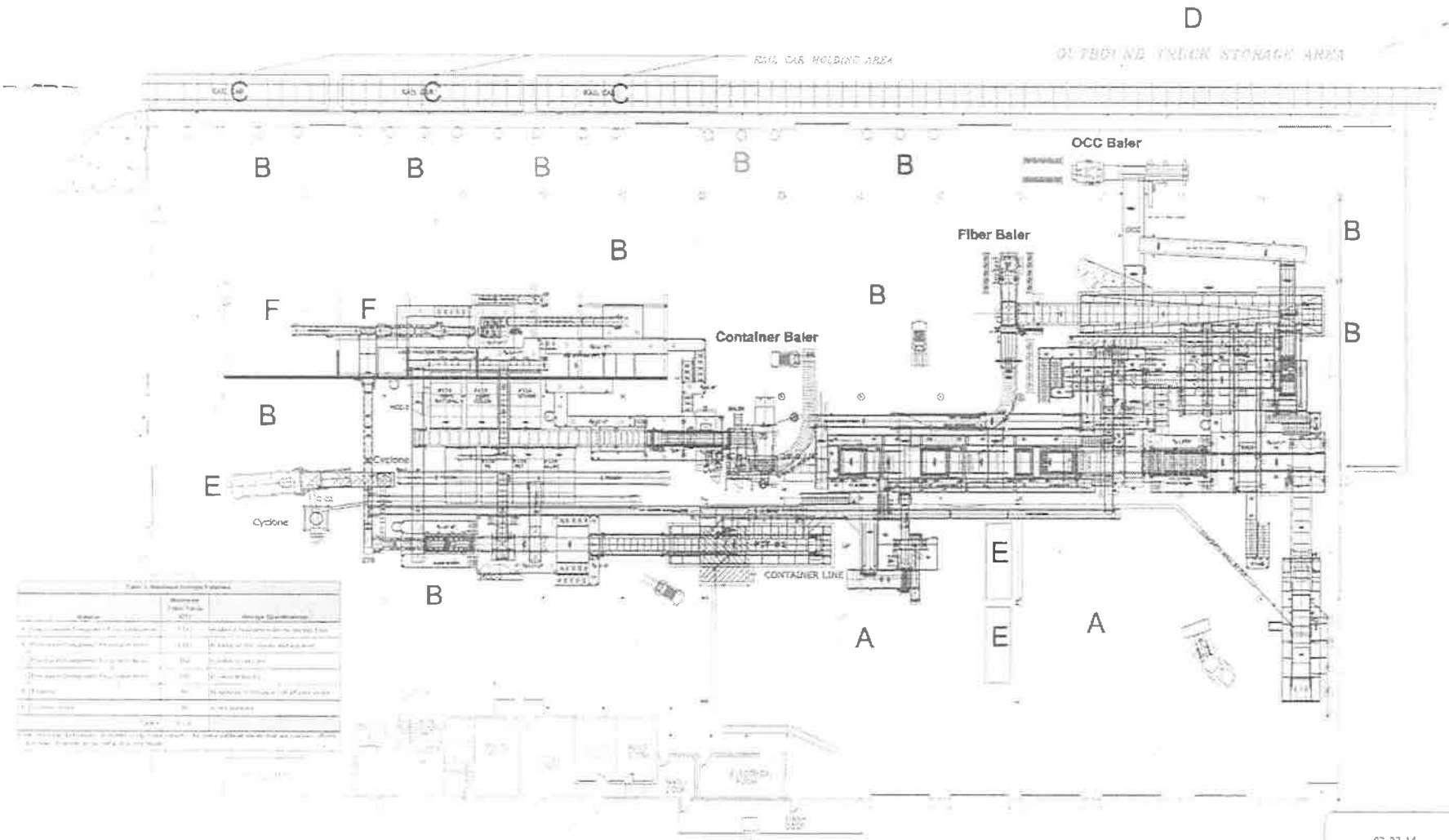


Table 1: Equipment Schedule

Equipment	Quantity	Notes
OCC Baler	1	1000 lbs/hr
Fiber Baler	1	1000 lbs/hr
Container Baler	1	1000 lbs/hr
Cyclone	1	1000 lbs/hr
Container Line	1	1000 lbs/hr

02-03-14
RECONCILED DRAWING

<p>FOR</p> <p>100 Main St Hartford, CT 06103</p> <p>DAMIAN HARRIS - AECOM</p>	<p>CONNECTICUT RESOURCES RECOVERY AUTHORITY 100 CONSTITUTION PLAZA HARTFORD, CT</p>	<p>PERMIT MODIFICATION APPLICATION MID-CONNECTICUT REGIONAL RECYCLING CENTER 211 MURPHY ROAD HARTFORD, CONNECTICUT</p>	<p>Railroad Car Holding Area & Bale Storage Plan</p> <p>AS BUILT BALE STORAGE PLAN</p> <p style="font-size: 24pt; font-weight: bold;">ST-1r</p>
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**OMNIBUS AMENDMENT
AGREEMENT**

EXHIBIT B

Use and Maintenance Agreement
(the “Rail Storage Agreement”)
Originally dated November 14, 2021

CONTRACT

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USE AND MAINTENANCE AGREEMENT

MIRA

This USE AND MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of this 11th day of November, 2021 (the "Effective 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, Rocky Hill, Connecticut 06067 (hereinafter "MIRA") and MURPHY ROAD RECYCLING, LLC, a Connecticut limited liability company, with offices located at 15 Mullen Road, Enfield, Connecticut 06082 (hereinafter "MRR").

PRELIMINARY STATEMENT

MIRA is the owner of certain real property located at 211 Murphy Road, Hartford, Connecticut (the "Site") upon which property MIRA owns the CSWS Recycling Facility and contracts with MRR for operations, maintenance, transfer and disposal services at the Site pursuant to the TRANSFER AGREEMENT FOR THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY between the parties. MRR now desires to use the rail spur adjacent to the loading dock to the rear of the Facility for the purposes set forth herein, and MIRA agrees to allow such use, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MIRA and MRR hereby agree as follows:

1. Commencing on the delivery by MRR to MIRA of an executed original certificate or certificates for each insurance required pursuant to Section 2, below, certifying that such insurance is in full force and effect and setting forth the requisite information specified in Section 2, and continuing until termination by MIRA in accordance with Section 4 below, MIRA agrees that MRR may use that portion of the Site shaded in green and identified as "Railcar Storage Area" on the drawing attached hereto as Exhibit A, for the limited purposes of storing MRR-owned empty railcars, subject to the following conditions:

The access areas identified on Exhibit A shall remain open at all times;

MRR will not use the Railcar Storage Area for any purpose other than that set forth above without further MIRA written agreement;

MIRA shall have no responsibility or liability for the Railcar Storage Area during its use by MRR, nor for any railcars stored there. At its sole cost and expense, MRR will maintain the Railcar Storage Area in good order and repair, including repairing the tracks as reasonably necessary;

At its sole cost and expense, MRR will keep the Railcar Storage Area free from ice, snow, and debris;

original
MIRA's copy

In its access to and use of the Railcar Storage Area, MRR will not impede or delay vehicles entering or exiting the CSWS Recycling Facility.

2. At all times during the term of this Agreement, MRR shall, at its sole cost and expense, procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with MRR's, its agents', employees', and/or subcontractors' performance under this Agreement. Specifically, MRR shall procure and maintain the following insurance, including any required endorsements thereto and amendments thereof:

- a. Commercial General Liability as specified by the most recent version of ISO Form Number CG 001 (occurrence).
- b. Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto);
- c. Workers' Compensation insurance as required by statute and Employers' Liability insurance.

Minimum Limits

MRR shall maintain the following limits of liability for the insurance described above:

- a. Commercial General Liability:
 - (i) \$1,000,000 Each Occurrence for bodily injury and property damage.
 - (ii) \$2,000,000 General Aggregate
 - (iii) \$2,000,000 Products & Completed Operations Aggregate
 - (iv) \$1,000,000 Personal & Advertising Injury
- b. Automobile Liability:
 - (i) \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage
 - (ii) Include Owned, Hired and Non-Owned Auto Liability
- c. Workers' compensation: Statutory limits.
- d. Employer's Liability:
 - (i) \$500,000 Each Accident
 - (ii) \$500,000 Disease – Policy Limit
 - (iii) \$500,000 Disease – Each Employee

Other Insurance Provisions

All policies for each insurance required above shall contain the following provisions:

- a. MIRA, its subsidiaries, officials and employees are to be covered as additional insureds on a primary and non-contributing basis on the following insurance policies purchased by MRR:
 - (i) Commercial General Liability
 - (ii) Automobile Liability
- b. MRR agrees to notify MIRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required herein. Further, it shall be an affirmative obligation upon MRR to notify MIRA's Risk Manager at Fax No. 860-757-7740, or by correspondence to MIRA, 100 Constitution Plaza, 6th Floor, Hartford, CT 06103-7741, Attention: Risk Manager, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.
- c. MRR shall waive (and require its insurers to waive) subrogation rights against MIRA for losses and damages incurred under the insurance policies required by this Agreement.
- d. MRR'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.

MRR's insurance is to be placed with insurers with current A.M. Best ratings of not less than A- VIII, and who are lawfully authorized to conduct business in the State of Connecticut.

Subject to the terms and conditions of this Section 2, MRR may submit to MIRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for Commercial General Liability insurance, Automobile Liability insurance and Employers' Liability insurance.

MRR shall either include all subcontractors as insureds under its insurance policies or shall require subcontractors to provide their own insurance subject to all of the requirements stated herein.

MRR shall provide new Certificates of Insurance upon renewal or replacement of any insurance required.

No provision of this Section 2 shall be construed or deemed to limit MRR's obligations under these procedures to pay damages or other costs or expenses.

MIRA shall not, because of accepting, rejecting, approving, or receiving any Certificates of Insurance required hereunder, incur any liability for the existence, nonexistence, form or legal sufficiency of the insurance described on such certificates, the solvency of any insurer, or the payment of losses.

3. MRR shall at all times defend, indemnify and hold harmless MIRA, and its respective directors, officers, agents and employees from and against any and all liabilities, actions, claims, damages, losses, judgments, fines, workers' compensation payments, environmental claims and liabilities, and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property (including, without limitation, damage to MRR's employees' vehicles) or other damages occurring on the Site, alleged to have been sustained by: (a) MIRA or any of its directors, officers, employees, agents or subcontractors, (b) MRR or any of its directors, officers, employees, agents or subcontractors, or (c) any other person to the extent any such injuries or damages are caused or alleged to have been caused in whole or in part, by the acts, omissions and/or negligence of MRR or any of its directors, officers, employees, agents, or subcontractors. MRR further undertakes to reimburse MIRA for damage to property of MIRA caused by MRR or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. MRR's obligations under this Section 3 shall survive the termination or expiration of this Agreement.
4. MIRA shall have the right, at any time, at its sole and absolute discretion, to terminate this Agreement by sending a written notice of termination to MRR at:

Mr. Frank Antonacci, Manager
Murphy Road Recycling, LLC 15 Mullen Road
Enfield, CT 06082

MRR shall vacate the Railcar Storage Area within seven (7) days of receipt of such notice from MIRA.

5. MRR agrees to the following: (1) MRR agrees and warrants that in its performance under this Agreement MRR 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 MRR 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. MRR further agrees to take affirmative action to insure 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by MRR that such disability prevents performance of the work involved; (2) MRR agrees, in all solicitations or advertisements for employees placed by or on behalf of MRR, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission"); (3) MRR agrees to provide each labor union or representative of workers with which MRR has a collective bargaining agreement or other contract or understanding and each vendor with which MRR has a contract

or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative and vendor of MRR's commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) MRR agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the Connecticut General Statutes and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and (5) MRR 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 MRR as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes. If this Agreement is a public works contract, municipal public works contract or contract for a quasi-public agency project, MRR agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

6. This Agreement shall be construed in accordance with and governed by laws of the State of Connecticut.

7. This Agreement with its exhibits constitutes the entire agreement between the parties with respect to the subject matter hereof, with all prior agreements and understandings, whether oral or written, having been merged herein.

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

MURPHY ROAD RECYCLING, LLC

By: 

Its Manager
Duly authorized

EXHIBIT A

OMNIBUS AMENDMENT AGREEMENT

EXHIBIT C

Access and Scale Use Agreement
(the “Scale Agreement”)
Originally dated March 31, 2003
Including Amendments thereto

182/1960-2

**SECOND AMENDMENT TO
ACCESS AND SCALE USE AGREEMENT**

This Second Amendment to the Access and Scale Use Agreement (this "Amendment") is made effective as of the 25 day of MAY, 2021, by and among the MATERIALS INNOVATION AND RECYCLING AUTHORITY (fka Connecticut Resources Recovery Authority), a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 200 Corporate Place, Rocky Hill, Connecticut 06067 (the "Authority") and MURPHY ROAD RECYCLING, LLC, a Connecticut limited liability company having an office at 15 Mullen Road, Enfield, Connecticut 06082 ("Recycling"), and MURPHY ROAD REALTY, LLC, a Connecticut limited liability company having an office at 15 Mullen Road, Enfield, Connecticut 06082 ("Realty"). The Authority, Recycling and Realty are sometimes hereinafter collectively referred to as the "Parties."

Recitals

WHEREAS, the Parties entered into that certain Access and Scale Use Agreement as of March 31, 2003 (the "Initial Agreement"), to provide for the shared use of (i) a driveway on the parcel owned by MIRA known as 211 Murphy Road, Hartford, Connecticut, (ii) a driveway on the parcel of land owned by Realty and known as 123 Murphy Road, Hartford, Connecticut, and (iii) certain truck weighing scales and related equipment and/or facilities located at each of the said parcels, which Agreement was amended by the First Amendment to Access and Scale Use Agreement as of March 28, 2018. The Initial Agreement together with the First Amendment are hereinafter collectively referred to as the Agreement; and

WHEREAS, the Parties wish to amend the terms and conditions of the Agreement as set forth below;

NOW THEREFORE, in consideration of the mutual promises and undertakings of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. AMENDMENTS TO THE AGREEMENT

1. All capitalized terms used but not defined herein have the meanings in the Agreement.
2. Section 2(a) of the Agreement is deleted in its entirety and replaced with the following:
 1. MIRA, as owner of the 211 Access Area, at its sole cost and expense, shall (i) maintain, keep in good order and repair and resurface the 123 Access Area as necessary; and (ii) keep the same reasonably free from accumulations of ice, snow and debris.

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MIRA

II. In the event that MIRA ceases to conduct recycling activities at its 211 Parcel, MIRA shall no longer be required to perform the obligations set forth in Section 2(a)(I) above. In such event, Realty and Recycling may continue to use the 211 Access Area provided they maintain, keep in good order and repair and resurface the 123 Access Area as necessary, and keep the same reasonably free from accumulations of ice, snow and debris, at their sole cost and expense.

3. Section 2(c) is hereby amended by inserting the words "Except as set forth in Section 2(a)(II) above," at the beginning of the said section.

4. A new Section 3(d) is added to the Agreement, as follows:

(d) In the event that MIRA ceases to conduct recycling activities at its 211 Parcel, MIRA, with respect to the MIRA Scale, shall no longer be required to maintain and repair the MIRA Scale. In this event, Realty and Recycling may continue to use the MIRA Scale provided they maintain and repair the MIRA Scale at their sole cost and expense.

5. Section 4 of the Agreement ("Term") is deleted in its entirety and replaced with the following:

4. Term. (a) The term of this Agreement shall commence on the date hereof and, unless otherwise terminated in accordance with the terms and provisions hereof, shall end at midnight on June 30, 2027.

(b) Notwithstanding the preceding paragraph, either party may terminate this Agreement prior to the expiration of the Term (the "Terminating Party") if the other party is in default under the terms of the Agreement (the "Defaulting Party"), provided that such default continues beyond thirty (30) days after notice from the Terminating Party to the Defaulting Party of such breach.

(c) In the event that MIRA sells the 211 Parcel, MIRA will provide Realty and Recycling with a twelve (12) month notice prior to conveyance of the 211 Parcel to another entity, at which time the Agreement shall be terminated.

II. RATIFICATION Except as specifically amended by this Second Amendment, all of the terms, covenants and provisions of the Agreement are hereby ratified and confirmed in all respects, and declared to be and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly authorized and executed as of the date first written above.

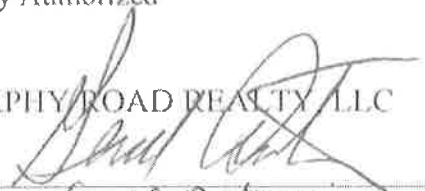
MATERIALS INNOVATION AND RECYCLING
AUTHORITY

By: 
Thomas D. Kirk
Its President
Duly Authorized

MURPHY ROAD RECYCLING, LLC

By: 
NAME: Gerald Antonacci
TITLE: ~~Manager~~
Duly Authorized

MURPHY ROAD REALTY LLC

By: 
NAME: Gerald Antonacci
TITLE: ~~Manager~~
Duly Authorized

CONTRACT

184960-1

MIRA

**FIRST AMENDMENT TO
ACCESS AND SCALE USE AGREEMENT**

This First Amendment to the Access and Scale Use Agreement (this "Amendment") is made effective as of the 28 day of March, 2018, by and among the MATERIALS INNOVATION AND RECYCLING AUTHORITY (fka Connecticut Resources Recovery Authority), a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 200 Corporate Place, Rocky Hill, Connecticut 06067 (the "Authority") and MURPHY ROAD RECYCLING, LLC, a Connecticut limited liability company having an office at 143 Murphy Road, Hartford, Connecticut 06114 ("Recycling"), and MURPHY ROAD REALTY, LLC, a Connecticut limited liability company having an office at 143 Murphy Road, Hartford, Connecticut 06114 ("Realty"). The Authority, Recycling and Realty are sometimes hereinafter collectively referred to as the "Parties."

Recitals

WHEREAS, the Parties entered into that certain Access and Scale Use Agreement as of March 31, 2003 (the "Agreement"), to provide for the shared use of (i) a driveway on the parcel owned by MIRA known as 211 Murphy Road, Hartford, Connecticut, (ii) a driveway on the parcel of land owned by Realty and known as 123 Murphy Road, Hartford, Connecticut, and (iii) certain truck weighing scales and related equipment and/or facilities located at each of the said parcels; and

WHEREAS, the Parties wish to amend the terms and conditions of the Agreement as set forth below;

NOW THEREFORE, in consideration of the mutual promises and undertakings of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. AMENDMENTS TO THE AGREEMENT

1. All capitalized terms used but not defined herein have the meanings in the Agreement.
2. Section 4 of the Agreement ("Term") is deleted in its entirety and replaced with the following:

4. Term. (a) The term of this Agreement shall commence on the date hereof and, unless otherwise terminated or extended in accordance with the terms and provisions hereof, shall end at midnight on June 30, 2021. Upon mutual agreement, the term may be extended for two separate and divisible additional periods, the first such extension period to begin July 1, 2021 and end at midnight on June 30, 2022, and the second such extension period to begin July 1, 2022 and end at midnight on March 31, 2023.

(b) Notwithstanding the preceding paragraph, either party may terminate this Agreement prior to the expiration of the Term (the "Terminating Party") if:

(i) the other party is in default under the terms of the Agreement (the "Defaulting Party"), provided that such default continues beyond thirty (30) days after notice from the Terminating Party to the Defaulting Party of such breach; or

(ii) the term of MIRA's Agreement for Operation & Maintenance Services and Commodity Marketing Services for the Connecticut Solid Waste System Recycling Facility with FCR, LLC is not extended according to the terms thereof.

II. RATIFICATION Except as specifically amended by this First Amendment, all of the terms, covenants and provisions of the Agreement are hereby ratified and confirmed in all respects, and declared to be and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly authorized and executed as of the date first written above.

MATERIALS INNOVATION AND RECYCLING
AUTHORITY

By: TD Kirk
Thomas D. Kirk
Its President
Duly Authorized

MURPHY ROAD RECYCLING, LLC

By: [Signature]
NAME: Frank Antonucci
TITLE: Manager
Duly Authorized

MURPHY ROAD REALTY, LLC



By: _____
NAME: Frank Antonucci
TITLE: Manager
Duly Authorized

CONTRACT

184960 -

ACCESS AND SCALE USE AGREEMENT **MIRA**

This ACCESS AND SCALE USE AGREEMENT made as of this 31st day of March, 2003 by and among CONNECTICUT RESOURCES RECOVERY AUTHORITY, a political subdivision of the State of Connecticut having its principal office at 100 Constitution Plaza - 17th Floor, Hartford, Connecticut 06103 ("CRRA"), and MURPHY ROAD RECYCLING, LLC, a Connecticut limited liability company having an office at 143 Murphy Road, Hartford, Connecticut 06114 ("Recycling"), and MURPHY ROAD REALTY, LLC, a Connecticut limited liability company having an office at 143 Murphy Road, Hartford, Connecticut 06114 ("Realty").

WITNESSETH:

WHEREAS, CRRA is the owner of a certain piece or parcel of land known as 211 Murphy Road, Hartford, Connecticut, as more particularly described in Exhibit A attached hereto and made a part hereof (the "211 Parcel"); and

WHEREAS, Realty is the owner of a certain piece or parcel of land known as 123 Murphy Road, Hartford, Connecticut, as more particularly described in Exhibit B attached hereto and made a part hereof (the "123 Parcel"); and

WHEREAS, Recycling is the operator of recycling businesses conducted at both the 123 Parcel and a parcel located behind the 123 Parcel and the 211 Parcel (the "Transfer Station Parcel"); and

WHEREAS, CRRA, Realty and Recycling mutually desire to provide for the shared use of (i) a driveway on the 211 Parcel as shown on the site plan attached hereto as Exhibit C (the "211 Access Area"); and (ii) a driveway on the 123 Parcel as shown on the site plan attached hereto as Exhibit D (the "123 Access Area"); and

WHEREAS, CRRA, Realty and Recycling mutually desire to provide for the shared use of certain truck weighing scales, and related equipment and/or facilities, operated at the 211 Parcel (the "CRRA Scale") and at the 123 Parcel (the "Recycling Scale"), each as shown on said Exhibits C and D.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

1. Mutual Access Agreements.

(a) CRRA, for itself and its successors and assigns, as the owner of the 211 Parcel and the 211 Access Area, hereby grants unto Recycling, its successors

and assigns for the Term of this Agreement (as hereinafter defined in Section 4), the right, in common with CRRA, to access and pass over the 211 Access Area.

(b) Realty for itself and its successors and assigns, as the owner of the 123 Parcel and the 123 Access Area, hereby grants unto CRRA, its successors and assigns for the Term of this Agreement, the right, in common with Realty and Recycling, to access and pass over the 123 Access Area.

(c) These mutual grants of access shall apply to both CRRA and Recycling and their respective customers accessing the 123 Parcel, the 211 Parcel or the Transfer Station Parcel.

2. Maintenance, Repair, and Replacement of Driveways.

(a) CRRA, as owner of the 211 Access Area, at its sole cost and expense, shall (i) maintain, keep in good order and repair and resurface the 211 Access Area as necessary; and (ii) keep the same reasonably free from accumulations of ice, snow and debris.

(b) Realty, as the owner of the 123 Access Area, at its sole cost and expense, shall (i) maintain, keep in good order and repair and resurface the 123 Access Area as necessary; and (ii) keep the same reasonably free from accumulations of ice, snow and debris.

(c) In the event that CRRA fails to maintain or repair the 211 Access Area in the manner provided in Section 2(a) above, or that Realty fails to maintain or repair the 123 Access Area in the manner provided in Section 2(b) above (in such case, the party failing to satisfy such obligations being, the "Breaching Party"), the other party (the "Nonbreaching Party") shall be entitled (i) in the case of an emergency situation, to immediately take action to correct the dangerous condition; and (ii) in the case of a non-emergency situation to take action to correct the default following thirty (30) days prior written notice from the Nonbreaching Party to the Breaching Party. If the Nonbreaching Party does provide such maintenance, or make any such required repairs, the Breaching Party shall pay the Nonbreaching Party, within thirty (30) days after the submission of statements therefor, an amount equal to the cost of any such maintenance or required repairs made by the Nonbreaching Party.

3. Mutual Scale Use Agreement. (a) CRRA, for itself and its successors and assigns, as the owner of the 211 Access Area and the CRRA Scale, hereby grants unto Recycling, its successors and assigns, for the Term of this Agreement, the right, in common with CRRA, to: (i) access and use the CRRA Scale; (ii) access and use the scale house facility immediately adjacent to the CRRA Scale (the "CRRA Scale House"); (iii) install computer equipment in the CRRA Scale House for the purpose of

monitoring the use of the CRRA Scale; and (iv) locate an operator inside the CRRA Scale House on a shared basis with CRRA.

(b) Realty and Recycling, for themselves and their successors and assigns, as the respective owner and operator of the 123 Access Area and the Recycling Scale, hereby grant unto CRRA, its successors and assigns, for the Term of this Agreement, the right, in common with Realty and Recycling, to access and use the Recycling Scale as a backup scale for the CRRA Scale, on an as-needed basis.

(c) CRRA (with respect to the CRRA Scale) and Realty and Recycling (with respect to the Recycling Scale) shall each maintain and repair their respective scales at their sole cost and expense. Notwithstanding the foregoing sentence, any repairs which are necessitated by the negligence of the party not otherwise responsible for such repairs shall be paid by the party causing the damage.

4. Term. (a) The term of this Agreement shall commence on the date hereof and shall end at midnight on the last day of the fifteenth (15th) year thereafter (the "Term").

(b) Notwithstanding the preceding paragraph, either party may terminate this Agreement prior to the expiration of the Term (the "Terminating Party") if the other party is in default under the terms of this Agreement (the "Defaulting Party"), provided that such default continues beyond thirty (30) days after notice from the Terminating Party to the Defaulting Party of such breach.

5. Non-Interference with Access Areas. (a) Each party mutually covenants and agrees that the 211 Access Area and the 123 Access Area shall each be maintained as a driveway and neither party shall erect or allow to be erected any structures or other obstructions on or within the 211 Access Area or the 123 Access Area which will prevent reasonably convenient continued access.

(b) Notwithstanding anything herein contained to the contrary, (i) CRRA hereby reserves the right to continue to use the land within the 211 Access Area for any uses and purposes which shall not interfere with the use thereof by Recycling as set forth herein and (ii) Realty and Recycling hereby reserve the right to continue to use the land within the 123 Access Area for any uses and purposes which shall not interfere with the use thereof by CRRA as set forth herein.

6. Disputes. All claims, controversies, and disputes concerning either party's performance of its obligations under this Agreement shall be finally decided by a single arbitrator in binding arbitration in accordance with the applicable rules of the American Arbitration Association (the "AAA"), as modified by the provisions of this Agreement. Either CRRA, Recycling or Realty may initiate arbitration proceedings by giving notice of a dispute and a request to arbitrate to the other party and to the Regional

Director of the AAA with jurisdiction in Hartford, Connecticut. Prior to the initiation of arbitration, the party claiming a dispute shall provide the other party with written notice of any alleged default of this Agreement and an opportunity to correct same within thirty (30) days from the date of receipt of the notice. The arbitrator shall be selected by CRRA and Recycling from a list provided by the AAA. If no arbitrator on the list is willing to serve, or CRRA or Recycling cannot agree on an arbitrator within five (5) business days of receipt of said list from the AAA, then an arbitrator shall be selected by the AAA. No individual who is, or has at any time been, an officer, employee, representative, or consultant of CRRA, Recycling, or Realty, or who is otherwise an interested party, shall be an arbitrator without the express written consent of CRRA, Recycling, and, if applicable, Realty. If CRRA and Recycling (or Realty, as applicable) are unable to agree on the designation of an arbitrator within one week of said notice, they shall each designate a representative who is not an officer, employee, official or consultant of the parties, and these representatives shall designate an arbitrator. The costs of arbitration shall be shared equally by the parties and each party shall bear its own costs and attorneys' fees unless the arbitrator determines that the action or defense of the losing party was frivolous, in which event the arbitrator may order that all or a portion of the successful party's attorneys' fees and other costs shall be paid by the losing party. All arbitration proceedings shall be held in Connecticut, and the arbitrator shall determine the scope of discovery and the rules applicable to the proceedings. The determination of the arbitrator shall be final and binding. The determination shall be in the form of a written award, with written findings of fact, and may be entered into and specifically enforced by any court of appropriate jurisdiction. During resolution of any dispute under this provision, there shall be no interference with any of the parties rights under this Access and Scale Use Agreement. If the arbitrator does not issue a decision within sixty (60) days of his/her selection, either party, by written notice, may demand the appointment of a new arbitrator. All legal issues arising in connection with a dispute to be determined by the arbitrator shall be governed by the laws of the State of Connecticut.

7. Notices. Unless otherwise specifically provided herein, any notice, consent, approval, request, demand or other communication provided for by this Agreement (collectively, "Notices") shall be in writing and given by personal delivery or sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the party for which such Notice is intended, at such party's address set forth below:

If to CRRA, to:

President
Connecticut Resources Recovery Authority
100 Constitution Plaza, 17th Floor
Hartford, CT 06103-1722

with a copy to:

Attorney Ann Stravalle-Schmidt
Connecticut Resources Recovery Authority
100 Constitution Plaza, 17th Floor
Hartford, CT 06103-1722

(b) If to Recycling or Realty:

143 Murphy Road
Hartford, CT 06114

Attention: Mr. Frank Antonnoci

with a copy to:

John D'Amico, Esq.
Updike Kelly & Spellacy P.C.
One State Street
Hartford, CT 06123-1277

All notices shall be effective upon actual receipt. Each party hereto shall have the right to change the name of the parties to be notified on their behalf hereunder and/or to change the address to which notices to them should be sent, by notifying the other party by notice complying with this Section 7 and by recording a document in the Hartford Land Records which references this Agreement and sets forth such change.

8. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties hereto and cannot be changed, modified, waived or cancelled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.


9. Binding Effect. This Agreement and the covenants herein contained touch and concern, and are intended by each of the parties hereto to run with and be appurtenant to, all lands affected thereby, whether benefited or burdened, and shall bind and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, CRRA, Realty and Recycling have caused this Access and Scale Use Agreement to be duly executed as of the day and year first above written.


Signed, Sealed and Delivered
in the Presence of:



Printed Name: Richard Zendeiro


Printed Name: Bally Zitsen

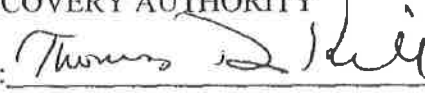

Printed Name: Greg J. Lillie


Printed Name: John E. D'Amico


Printed Name: Greg J. Lillie



Printed Name: John E. D'Amico

CONNECTICUT RESOURCES
RECOVERY AUTHORITY


By: 
Printed Name:
Its:

**PRESIDENT
CRRA**

MURPHY ROAD RECYCLING, LLC


By: 
Printed Name: Frank Antunacci
Its:

MURPHY ROAD REALTY, LLC

By: 
Printed Name: Frank Antunacci
Its:

STATE OF CONNECTICUT)
) ss. March 28, 2003
COUNTY OF HARTFORD)

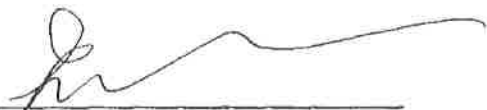
Personally appeared Thomas Kirk, the President of CONNECTICUT RESOURCES RECOVERY AUTHORITY, a political subdivision of the State of Connecticut, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of that political subdivision, before me.



Commissioner of Superior Court
Notary Public Richard R. Zandero
My Commission Expires:

STATE OF CONNECTICUT)
) ss. March 31, 2003
COUNTY OF HARTFORD)

Personally appeared Frank Ankersicci, Manager of MURPHY ROAD RECYCLING, LLC, a Connecticut limited liability company, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of that limited liability company, before me.



Commissioner of Superior Court
Notary Public Greg J. Lelito
My Commission Expires:

STATE OF CONNECTICUT)

)

ss. March 31, 2003

COUNTY OF HARTFORD)

)

Personally appeared Frank Anbracci, Manager of
MURPHY ROAD REALTY, LLC, a Connecticut limited liability company, signer and
sealer of the foregoing instrument, and acknowledged the same to be his free act and deed,
and the free act and deed of that limited liability company, before me.



Commissioner of Superior Court

Notary Public Greg J. Lellier

My Commission Expires:

EXHIBIT A

All that certain piece or parcel of land, with the buildings and improvements thereon and appurtenances thereto, situated in the City and County of Hartford and State of Connecticut on the west side of Murphy Road, being shown and designated as "1st Parcel 545545. + Sq. Ft. 12.52+AC." on a certain map or plan entitled: "Plan Prepared For New Brewsters Realty Trust Murphy Road Hartford, Conn. Scale: 1" = 40' Date: April 1986 Kasper Associates, Inc. Engineers, Surveyors, Planners Vernon, Connecticut", which map or plan is on file or is to be filed in the City Clerk's Office in said City of Hartford, reference to which is hereby made, and being more particularly bounded and described as follows:

Beginning at an iron pin in the west line of Murphy Road at the southeast corner of the premises herein described and the northeast corner of land now or formerly of Robert S. Abrams; thence running N 81° 05' 26" W, along land now or formerly of Robert S. Abrams, land now or formerly of Ruth G. Jensen and land now or formerly of Gerard Realty Corp., in part by each, in all, 499.91 feet to an iron pin; thence running the following four courses and distances along land now or formerly of Gerard Realty Corp.: running N 8° 54' 34" E, 129.24 feet to an iron pin; thence N 6° 52' 10" W, 420.75 feet to an iron pin; thence N 8° 54' 34" E, 243.57 feet to an iron pin; thence N 81° 05' 26" W, 184.59 feet to a point; thence running N 5° 10' 10" W, along land now or formerly of Annuity Assoc. Teachers Inst. of America, 601.21 feet to an iron pin; thence running the following two courses and distances along land now or formerly of Weyerhaeuser Co.: running S 87° 28' 52" E, 82.95 feet to an iron pin; thence southeast along the arc of a curve to the right having a radius of 344.26 feet, 347.84 feet to an iron pin; thence running the following two courses and distances along the Second Parcel hereinafter described: running N 60° 23' 33" E, 31.78 feet to a point; thence southeast along the arc of a curve to the left having a radius of 374.26 feet, 87.04 feet to a point; thence running S 8° 54' 34" W, along land now or formerly of Paul Volpe, et al. and land now or formerly of Arthur Wasserman, in part by each, in all, 720.71 feet to an iron pin; thence running S 81° 05' 26" E, along land now or formerly of Arthur Wasserman and land now or formerly of Richard Gillette, in part by each, in all, 450.00 feet to an iron pin in said west line of Murphy Road; thence running S 8° 54' 34" W, along said west line of Murphy Road, 507.71 feet to the iron pin at the point and place of beginning.

Excepting therefrom the following described land:

A certain piece or parcel of land being a portion of property located at 211 Murphy Road, Hartford, Connecticut, shown on a certain map or plan filed herewith in the Hartford Town Clerk's Office entitled "Boundary Plan Showing Some Land of Austin B. O'Brien, Jr., Trustee Of New Brewster's Realty Trust 215 Murphy Road. (Rear) Hartford, Conn. Scale: 1" = 40' Date: 09/14/89 Sheet 1 of 1 . . . Kasper Associates, Inc. . . . Vernon, Connecticut . . . Proj. No. V-1368 . . . Revised Railroad Easement 10/2/89" and being more particularly described as follows:

Commencing at a point on the east boundary of the Premises, which point is on the west boundary line of land now or formerly of Raymond Esposito and is at the southeast corner of other land of the Grantor, and from such point of beginning running along land now or formerly of Raymond Esposito, S 08° 54' 38" W, 450.72 feet to a point; thence turning and running along land now or formerly of Austin B. O'Brien, Jr., Trustee of New Brewsters Realty Trust N 81° 05' 37" W, 164.35 feet to an iron pin; thence running along land now or formerly of Gerard Realty along the same course, 184.59 feet to a point; thence turning and running along land now or formerly of Teachers Insurance & Annuity Association of America N 05° 10' 21" W, 601.21 feet to an iron pin; thence turning and running along land now or formerly of Weyerhaeuser Company S 87° 29' 03" E, 82.95 feet to an iron pin; thence running along land now or formerly of Weyerhaeuser Company along a curve to the right having a radius of 344.26 feet and a central angle of 57° 53' 32", 347.84 feet to an iron pin; thence turning and running along land now or formerly of Austin B. O'Brien, Jr., Trustee of New Brewsters Realty Trust N 60° 36' 34" E, 31.78 feet to a point; thence turning and running along land now or formerly of said O'Brien, Trustee along a curve to the left with a radius of 374.26 and a central angle of 13° 19' 31", 87.04 feet to the point of beginning.

B16608@3

EXHIBIT B

123 Murphy Road, Hartford, Connecticut

A piece or parcel of land with all improvements thereon situated in the Town of Hartford, County of Hartford and State of Connecticut on the westerly side of Murphy Road and more particularly bounded and described as follows:

Beginning at a point in the westerly line of Murphy Road, which point is 1470.59 feet southerly, measured in said westerly line of Murphy Road, from the intersection of said westerly line of Murphy Road with the southerly line of Maxim Road; thence running S 8° 54' 34" W, along said westerly line of Murphy Road, 500 feet to a point; thence running N 81° 05' 26" W along land of Brainard Center, Inc., 450 feet to a point; thence running N 8° 54' 34" E along other land of Brainard Center, Inc., 502.92 feet to a point; thence running S 51° 12' 42" E along land of Brainard Center, Inc., 5.86 feet to a point; thence running S 81° 05' 26" E along land of Brainard Center, Inc., 444.92 feet to said westerly line of Murphy Road at the point or place of beginning.

And containing 5.165 acres.

The above described tract is more particularly shown on a map entitled "Property Survey Prepared for Murphy Road Recycling LLC, Property Located at 117 Murphy Road Hartford Connecticut Date 07/25/02," by Anchor Engineering Services, Inc., 75 Nutmeg Lane, Glastonbury, CT, which map is on file or to be filed in the office of the Hartford Town Clerk.

Together with the right and easement to construct, maintain, operate and use a single track railroad siding extending across other lands of Brainard Center, Inc., being a strip of land thirty (30) feet in width, the center line of which strip of land is more particularly described as follows:

Beginning at a point in the westerly line of the above described parcel, which point is 36.57 feet southerly, measured in said westerly line of the above described parcel; from said point of beginning said center line runs thence in a northwesterly direction along the arc of a curve, radius 359.26 feet, 134.45 feet to a point; and thence runs N 42° 50' 26" W, 121.27 feet to a point of switch with an existing railroad spur line.

Together with the further right and easement to construct, maintain, operate and use railroad tracks over and across other lands of Brainard Center, Inc., lands of the Hartford Electric Light Company, lands of the State of Connecticut, and lands of the City of Hartford, which rights and easements are to be used in common with Brainard Center, Inc., its successors and assigns, the Metropolitan District, its successors and assigns, and which rights are more particularly described in deeds from the City of Hartford and the Hartford Electric Light Company to John E. Hayes and Abraham D. Horn, both deeds dated June 3, 1960 and recorded in the Hartford Land Records in Volume 1044 at Pages 266 and 269 respectively and in a deed from said John B. Hayes and Abraham D. Horn to Weyerhaeuser Company dated May 31, 1961 and recorded in said Hartford Land Records in Volume 1063 at Page 313.

EXHIBIT C

**PLAN FOR 211 MURPHY ROAD SHOWING
THE 211 ACCESS AREA AND THE CRRA SCALE**

[See attached]

EXHIBIT D

**PLAN FOR 123 MURPHY ROAD SHOWING
THE 123 ACCESS AREA AND THE RECYCLING SCALE**

[See attached]

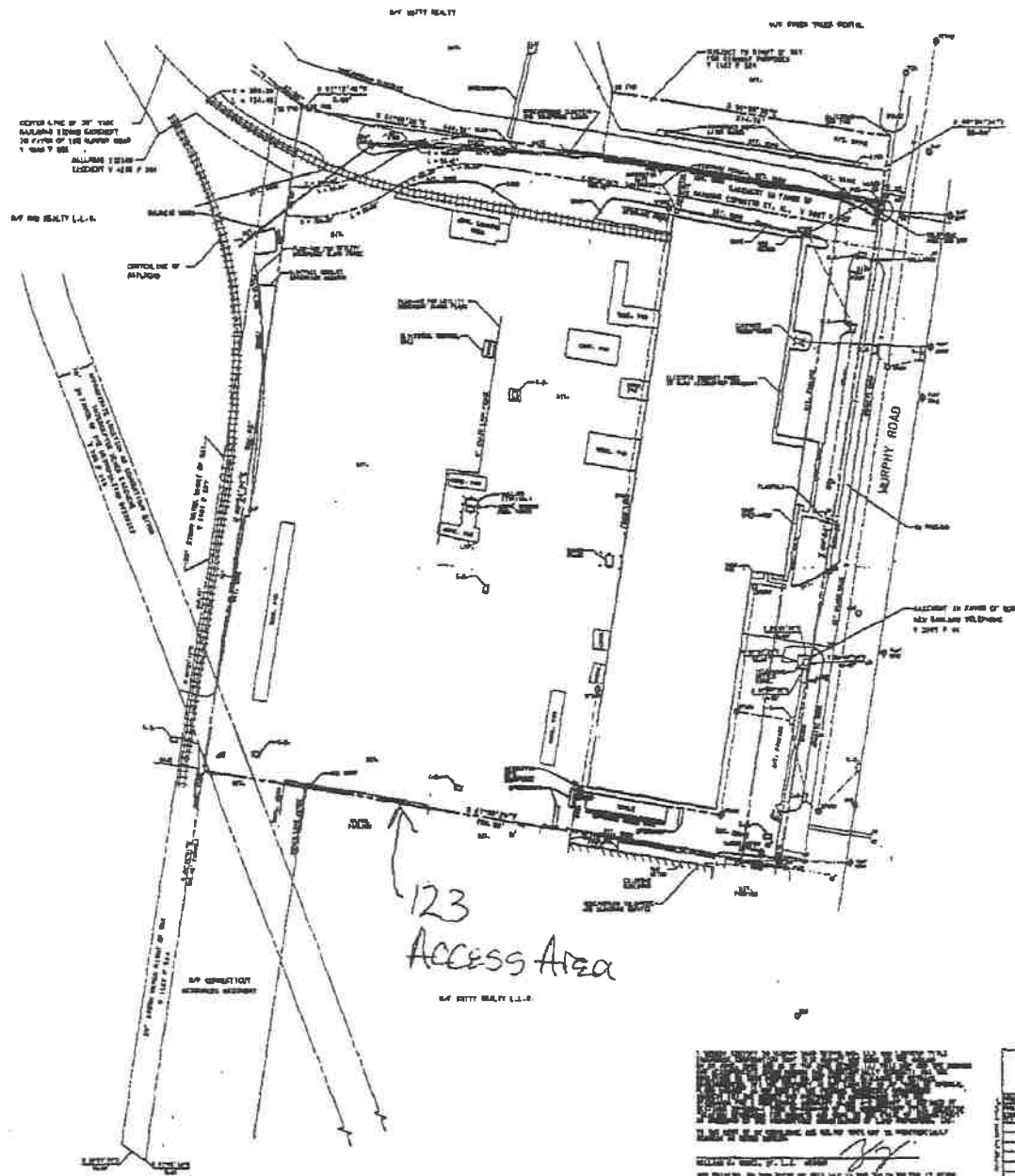
.HrtLib1:420284.1 03/17/03

MAP REFERENCES:

1. RELEVANT PLAIN PROPERTY OF BRETHER HILL ASSOCIATES, 117 MURPHY ROAD, HARTFORD, CONNECTICUT. SCALE: 1" = 40'. DATE: MAY 24, 1988. BY STELLAR-POWLEY ENGINEERS, INC.
2. PROPERTY OF LAWRENCE E. SMITH, INC. AND PROPERTY HERE OF, 117 MURPHY ROAD, HARTFORD, CONN. SCALE: 1" = 40'. DATE: 1/25. BY ALZA SURVEY ASSOCIATES.
3. PLAIN CENTER PROPERTY OF INDUSTRIAL BUILDINGS ASSOCIATES, MURPHY ROAD, HARTFORD, CONNECTICUT. SCALE: 1" = 40'. DATE: DECEMBER 1994. BY STELLAR-POWLEY ENGINEERS, INC.
4. PROPERTY TO BE CONVEYED TO INTERMEDICAL COMPANY, BRIMFIELD INDUSTRIAL PARK, HARTFORD, CONN. SCALE: 1" = 40'. DATE: 3-14-88 BY HENRY M. LADDIS & ASSOCIATES

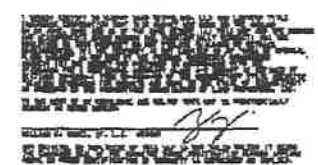
NOTES:

1. UNDERGROUND UTILITY, STRUCTURE AND FACILITY LOCATIONS DEPICTED AND NOTED HEREIN HAVE BEEN COMPILED, IN PART, FROM RECORD DRAWINGS SUPPLIED BY THE RESPECTIVE UTILITY COMPANIES OR GOVERNMENTAL AGENCIES. FIELD VERIFICATION AND TRAIL CHECKS WERE MADE. THESE LOCATIONS MUST BE CONFIRMED AS APPROPRIATE IN NATURE. ADDITIONALLY, OTHER SUCH UTILITIES MAY EXIST ON THE SITE. THE EXTENT OF WHICH ARE UNKNOWN TO ANCHOR ENGINEERING SERVICES, INC. THE FIELD LOCATION AND EXTENT OF ALL NEW UTILITIES MUST BE FIELD DETERMINED AND NOTIFIED AT THE APPROPRIATE AUTHORITIES PRIOR TO CONSTRUCTION. CALL BEFORE YOU DIG: 1-800-485-5889
2. SUBJECT TO HEIGHT RESTRICTIONS CONTAINED IN A DEED DATED MARCH 25, 1984 FILED IN THE OFFICE OF THE TOWN CLERK OF HARTFORD Y 1024 P 246.
3. PROPERTY IS IN ZONE X (UNPAVED) WHICH IS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN AS SHOWN ON COMMUNITY PANEL # 025049-90056.
4. THIS SURVEY WAS PERFORMED ON THE GROUND ON JUNE 31, 2009.
5. THIS PARCEL CONTAINS 228689 SQ. FT. OR 5.16 ACRES, MORE OR LESS.



LEGEND

PROPERTY LINE	---
EASEMENT LINE	----
RAIL-ROAD TRACK	=====
CENTER LINE OF RAIL-ROAD	-----
ON-THE-LINE FENCE	=====
STORAGE FENCE	=====
UNDERGROUND ELECTRIC LINE	-----
UNDERGROUND TELEPHONE LINE	-----
UNDERGROUND GAS LINE	-----
UNDERGROUND PIPE	-----
CONCRETE MONUMENT FOUND	●
IRON ROD FOUND	○
MARKER	+
UTILITY POLE	□
MONITORING WELL	○
WATER GATE	□
CATCH BASIN	□



Anchor Engineering Services, Inc. 75 Ruffalo Lane, Glastonbury, CT 06033 TEL: (860) 673-4770 FAX: (860) 633-8971	
PROPERTY SURVEY	
PREPARED FOR MURPHY ROAD RECYCLING, LLC	
PROPERTY LOCATED AT 123 MURPHY ROAD	
HARTFORD	CONNECTICUT
PROJECT	DATE
700-43	07/25/09
SCALE: 1" = 40'	SHEET NO. 1 OF 1

Please reply to the Hartford Office

One State Street, P.O. Box 231277
Hartford, Connecticut 06123-1277
Telephone (860) 548-2600
Facsimile (860) 548-2680

One Century Tower, 265 Church Street
New Haven, Connecticut 06510-7002
Telephone (203) 786-8300
Facsimile (203) 772-2037

03 APR -11 AM 8:34

REGIONAL RECYCLING, ACCESS AND SCALE USE AGREEMENT



March 31, 2003

Connecticut Resource Recovery Authority
c/o Barry S. Zitser
Perakos & Zitser, P.C.
44 Capital Avenue Suite 302
Hartford, Connecticut 06106-1706

Re: Legal Opinion -- Regional Recycling, Access and Scale Use Agreement

Gentlemen:

We have acted as counsel to Murphy Road Recycling, LLC, a Connecticut limited liability company ("MR Recycling"), and Murphy Road Realty, LLC, a Connecticut limited liability company ("MR Realty"). This opinion is being delivered in connection with the Regional Recycling, Access and Scale Use Agreement among MR Recycling, MR Realty and Connecticut Resource Recovery Authority ("CRRA") dated March 31, 2003, and the documents and transactions contemplated thereby (the "Transaction").

In preparing our opinion, we have reviewed the following documents, all of which will be executed and delivered by the parties and are dated of even date herewith (collectively, the "Transaction Documents"):

1. Regional Recycling, Access and Scale Use Agreement among MR Recycling, MR Realty and CRRA;
2. Facility Agreement between MR Recycling and CRRA; and
3. Access and Scale Use Agreement among MR Recycling, MR Realty and CRRA.

We have further examined and relied upon originals or copies, certified or otherwise identified to our satisfaction, of such public and private records, certificates and correspondence of public officials, and such other documents as we have deemed relevant, necessary and proper as a basis for our opinion. In such examination, we have assumed the genuineness of all

March 31, 2003

Page 2

signatures, the authenticity of all documents submitted to us as originals and the conformity with the original documents of documents submitted to us as copies. We have assumed the validity of all applicable statutes, ordinances, rules and regulations and the proper filing, indexing and accuracy of all public records and documents. We have assumed that CRRA has the requisite power and authority to enter into the Transaction and the agreements contemplated thereby and have taken all necessary action to authorize and permit the execution of the Transaction Documents to which it is a party and its performance thereunder. We have assumed that individuals executing documents we have reviewed were not under any legal disability at the time they executed such documents and we have no current actual knowledge of such disability. As to certain questions of fact material to our opinion, we have relied upon certificates (the "Certificates") executed by MR Recycling and MR Realty (respectively attached hereto as Exhibit C and Exhibit D), on which we believe we are entitled to rely, and we have not made any independent verification of such facts except as otherwise provided herein. Any expression of fact which is limited to our "current actual knowledge" shall be limited to the current actual knowledge (without any implication of inquiry or constructive knowledge) of the attorneys in our firm actively involved in the transaction covered by this opinion and it shall not include knowledge of other members or employees of our firm not actively involved with the transaction covered hereby.

Based upon the foregoing, we are of the opinion that:

1. Based upon its Certificate of Legal Existence (a copy of which is attached hereto as Exhibit A), MR Recycling is a Connecticut limited liability company.
2. Based upon its Certificate of Legal Existence (a copy of which is attached hereto as Exhibit B), MR Realty is a Connecticut limited liability company.
3. MR Recycling and MR Realty have full power and authority to enter into and perform their respective obligations under the Transaction Documents to which each is a party.
4. The Transaction Documents to which each of MR Realty and MR Recycling is a party constitute legal, valid and binding obligations of MR Realty and MR Recycling respectively and are enforceable against MR Realty and MR Recycling in accordance with their respective terms, subject to the qualifications hereafter set forth in this opinion.
5. Based solely upon the Certificates and our current actual knowledge, the execution and delivery by MR Realty and MR Recycling of the Transaction Documents to which each is a party and the consummation of the transactions contemplated thereby will not conflict with or result in the violation of any agreement, lease, indenture, mortgage, deed or any other instrument to which MR Realty or MR Recycling is a party or by which MR Realty or MR Recycling is bound.

March 31, 2003

Page 3

6. Based solely upon the Certificates and our current actual knowledge, there is no judgment, decree, order, action, suit, investigation, litigation, appeal or administrative or other proceeding at law or in equity before any court or public or municipal body, pending or threatened against or affecting MR Realty or MR Recycling wherein an unfavorable decision, ruling or finding would adversely affect (a) the transactions contemplated by the Transaction Documents or (b) the validity or enforceability of the Transaction Documents.

The foregoing opinion is subject to the qualification that (a) enforceability of any of the Transaction Documents may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws relating to creditors' rights and remedies generally; (b) enforceability of any of the Transaction Documents may be limited by general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in an action at law or in equity); and (c) the availability or enforceability of particular remedies, including non-judicial sales or self-help remedies, or waivers contained in or in respect of the Transaction Documents may be limited by applicable laws, rules, regulations, court decisions and constitutional requirements in and of the State of Connecticut or the United States and, in the case of specific performance and other equitable remedies, may be further limited by the discretion of the court in which the remedy is sought.

This opinion is limited to the review of the referenced documents for the purposes set forth above. We express no opinion as to any other documents executed in connection with the Transaction. We are admitted to the practice of law only in the State of Connecticut and, accordingly, the opinions expressed herein are limited to the laws of the United States of America and the State of Connecticut. The opinions herein may be relied upon only by you, your successors and assigns and may not be construed or implied to be continuous representations of law by us to you or any other party without our express written consent. This opinion is made as of the date hereof and we undertake no responsibility to inform you of changes of law or fact occurring after the date hereof which may affect the conclusions expressed herein.

Very truly yours,

Updike, Kelly & Spellacy, P.C.
UPDIKE, KELLY & SPELLACY, P.C. JW

SS14

CONCORD
DISPLAY FILING HISTORY

03/13/2003

10:41:01

1 OF 1

MURPHY ROAD RECYCLING, LLC

BUSINESS ID: 0672239

FILING NUMBER	FILING DATE/TIME EFFECTIVE DATE/TIME	FILING TYPE	VOL	ST PG	NBR OF PAGES
0002209629	JAN 26 2001 04:16 PM	ORGANIZATION	00388 B	2072	1
0002382467	JAN 11 2002 08:30 AM	REPORT (2002)	00475 B	3533	2
0002535148	FEB 14 2003 08:30 AM	REPORT (2003)	00556 B	2439	2

PF: 1-HELP 3-END 12-MENU

Office of the Secretary of the State of Connecticut

I, the Connecticut Secretary of the State,
and keeper of the seal thereof, DO HEREBY CERTIFY, that

MURPHY ROAD RECYCLING, LLC

organized under the laws of Connecticut as a Limited Liability Company,
was filed in this office on January 26, 2001 and is in existence as of
the date of this certificate.



Secretary of the State

Date Issued: March 14, 2003

SS14

CONCORD
DISPLAY FILING HISTORY

03/13/2003

10:40:48

1 OF 1

MURPHY ROAD REALTY, LLC

BUSINESS ID: 0728029

FILING NUMBER	FILING DATE/TIME EFFECTIVE DATE/TIME	FILING TYPE	VOL	ST PG	NBR OF PAGES
0002487879	OCT 08 2002	04:00 PM ORGANIZATION	00532 B	1361	1

PF: 1-HELP 3-END 12-MENU

Office of the Secretary of the State of Connecticut

I, the Connecticut Secretary of the State,
and keeper of the seal thereof, DO HEREBY CERTIFY, that

MURPHY ROAD REALTY, LLC

organized under the laws of Connecticut as a Limited Liability Company,
was filed in this office on October 8, 2002 and is in existence as of
the date of this certificate.

A handwritten signature in cursive script, reading "Susan Bismarck", written over a horizontal line.

Secretary of the State

Date Issued: March 14, 2003

EXHIBIT C

CERTIFICATION OF MURPHY ROAD RECYCLING, LLC

The undersigned, being the Manager of MURPHY ROAD RECYCLING, LLC, a limited liability company that is existing under the laws of the State of Connecticut (the "Company"), DOES HEREBY CERTIFY to Updike, Kelly & Spellacy, P.C. that:

1. This Certificate is furnished to Updike, Kelly & Spellacy, P.C. for purposes of the opinion letter that said law firm is rendering on the date hereof (the "Opinion Letter") to Connecticut Resource Recovery Authority ("CRRA") in connection with the Regional Recycling, Access and Scale Use Agreement among the Company, Murphy Road Realty, LLC and CRRA dated March 31, 2003, and the documents and transactions contemplated thereby (the "Transaction Documents"). All capitalized terms not defined herein shall have the respective meanings assigned thereto by the Opinion Letter.

1. The Company is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Connecticut.

2. The Company has full power and authority to enter into and perform its obligations under the Transaction Documents.

3. The Transaction Documents to which the Company is a party constitute legal, valid and binding obligations of the Company and are enforceable against the Company in accordance with their respective terms.

4. The execution and delivery by the Company of the Transaction Documents and the consummation of the transactions contemplated thereby will not conflict with or result in the violation of any agreement, lease indenture, mortgage, deed, or any other instrument to which the Company is a party or by which the Company is bound.

5. There is no judgment, decree, order, action, suit, investigation, litigation, appeal or administrative or other proceeding at law or in equity before any court or public or municipal body, pending or threatened against or affecting the Company wherein an unfavorable decision, ruling or finding would adversely affect (a) the transactions contemplated by the Transaction Documents or (b) the validity or enforceability of the Transaction Documents.

6. No consent, license, authorization or governmental approval is required by the Company to enter into the Transaction Documents to which it is a party.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 31st day of March, 2003.

MURPHY ROAD RECYCLING, LLC



By: 
Paul Antenucci
Its Manager
Duly Authorized 

EXHIBIT D

CERTIFICATION OF MURPHY ROAD REALTY, LLC

The undersigned, being the Manager of MURPHY ROAD REALTY, LLC, a limited liability company that is existing under the laws of the State of Connecticut (the "Company"), DOES HEREBY CERTIFY to Updike, Kelly & Spellacy, P.C. that:

1. This Certificate is furnished to Updike, Kelly & Spellacy, P.C. for purposes of the opinion letter that said law firm is rendering on the date hereof (the "Opinion Letter") to Connecticut Resource Recovery Authority ("CRRA") in connection with the Regional Recycling, Access and Scale Use Agreement among the Company, Murphy Road Recycling, LLC and CRRA dated March 31, 2003, and the documents and transactions contemplated thereby (the "Transaction Documents"). All capitalized terms not defined herein shall have the respective meanings assigned thereto by the Opinion Letter.

1. The Company is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Connecticut.

2. The Company has full power and authority to enter into and perform its obligations under the Transaction Documents.

3. The Transaction Documents to which the Company is a party constitute legal, valid and binding obligations of the Company and are enforceable against the Company in accordance with their respective terms.

4. The execution and delivery by the Company of the Transaction Documents and the consummation of the transactions contemplated thereby will not conflict with or result in the violation of any agreement, lease indenture, mortgage, deed, or any other instrument to which the Company is a party or by which the Company is bound.

5. There is no judgment, decree, order, action, suit, investigation, litigation, appeal or administrative or other proceeding at law or in equity before any court or public or municipal body, pending or threatened against or affecting the Company wherein an unfavorable decision, ruling or finding would adversely affect (a) the transactions contemplated by the Transaction Documents or (b) the validity or enforceability of the Transaction Documents.

6. No consent, license, authorization or governmental approval is required by the Company to enter into the Transaction Documents to which it is a party.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 31st day of March, 2003.

MURPHY ROAD REALTY, LLC

By: 
Frank Antonacci
Its Manager 
Duly Authorized

**ADDENDUM TO AMENDED
REGIONAL RECYCLING, ACCESS
AND SCALE USE AGREEMENT**

This is to confirm that the **CONNECTICUT RESOURCES RECOVERY AUTHORITY** (“**CRRA**”) has exercised its first four (4) year option to renew the transloading agreement with **MURPHY ROAD RECYCLING, LLC** (“**RECYCLING**”) and **MURPHY ROAD REALTY, LLC**, and the price that has been negotiated by the parties in good faith for **RECYCLING** to continue the transloading of **CRRA**’s municipal paper is Nine Dollars (\$9.00) per ton from February 1, 2007 through January 31, 2008, said price to be adjusted for each consecutive year thereafter of the first extension period by the CPI Increase.

“CPI Increase” shall mean an amount equal to \$9.00 times a percentage (expressed in hundredths) equal to (a) the consumer price index for all urban consumers New York, New Jersey and Connecticut (“CPI-U”) as of the thirty-first day of January for each successive year of the first extension period minus (b) the CPI-U in effect on January 31, 2007. For example, if the CPI-U on January 31, 2007 is 120.0 and the CPI-U on January 31, 2008 is 122.5, then the transloading fee for the second year of the first extension period shall be: $\$9.00 + (\$9.00 \times (122.5 \text{ minus } 120.0) \times 0.01) = \9.23 .

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the last date signed below.

