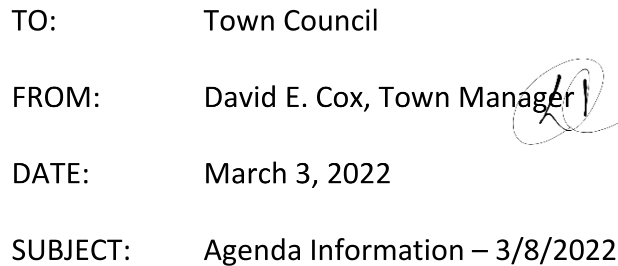
MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager



DATE: March 3, 2022

SUBJECT: Agenda Information – 3/8/2022

The following is additional or summary information regarding matters on the upcoming Town Council Agenda. The numbering below follows the agenda, and some routine or self-explanatory items are not discussed in this memo. As you review your packet materials, please do not hesitate to contact the appropriate staff member or me prior to the Council meeting with any questions or concerns. Often, these conversations can help staff and me be prepared for the Council meeting and be ready to facilitate a more productive and efficient meeting for everyone.

6 Bids and Contracts

6a Contract for Towing, Maintenance and Repair of Police Vehicles – The Council is asked to consider and approve a one year agreement with Belltown Motors for towing and service of Police Department vehicles. As described in Police Chief Woessner's memorandum, proposals were sought for this service and only Belltown provided a response. This agreement replaces an expiring agreement with Belltown initially approved in 2018. Annually, the department expends approximately $20,000 on vehicle maintenance.

Recommendation: Approve the one-year agreement.

7 Resolutions/Ordinances/Policies/Proclamations

7a Proclamation regarding the Lions Humanitarian of the Year – The Council is asked to approve a proclamation honoring and recognizing East Hampton resident Tom Donnelly as the Lions Humanitarian of the Year for his ongoing service to the community and, especially, his service through the Ambulance Association. The Proclamation will be presented to Mr. Donnelly as part of the annual Lions District banquet on March 13.

Recommendation: Approve the Proclamation

7b Policy Regarding Establishment and Adjustment of Fees – The Council is asked to consider a policy that indicates that the responsibility for establishing and adjusting fees rests with the Town Council. While many fees are specifically identified in the Town Code as being

set by the Town Council, many other fees are not addressed in the Code, but have been implemented over the years. The purpose of the policy is not only to eliminate ambiguity about who is responsible for local fees but also to establish a practice by which the fees are regularly reviewed and updated. Notwithstanding the specific fee that is included in this agenda, the Council will be provided a fee schedule for consideration at an upcoming meeting.

Recommendation: Approve the Policy

7c Ordinance Regarding Limited Maintenance on Certain Private Roads – In response to ongoing discussions related to Fern Lane and other private road maintenance in Town, an ordinance identifying specific, limited maintenance services that will be provided and identifying a list of specific private roads on which the services will be provided is proposed. Specifically, as it relates to Fern Lane, some questions were asked at the last meeting by a resident, which may not have been addressed in the past.

1. The resident asked who had approved and when the action was taken to accept Byron Road and Poe Road. At the meeting, I indicated that neither of these roads had been accepted and that they were private. (Note: both are listed in the draft ordinance) The other roads in this subdivision that have been accepted by the Town were accepted at various time from the early 1950's through the early 1960's.

2. Who had authorized paving of Fern Lane that occurred in the past (two paving jobs since 1984, according to the residents)? According to Department files, staff identifies a chip seal project that occurred in 1990 for which each of the individual property owners were billed and paid. Information on the agreement and the payments is included in the packet. Long term staff recollects a paving project during which some inches of asphalt were applied to the road in the early 2000's time frame but the files do not have information on that, nor have we found references to the project in minutes of the Council or other bodies.

3. The resident asserted that the Town's action to include part of Fern Lane in the Middle Haddam Historic District had caused the road to be accepted as a Town road. The Town Attorney has provided an opinion on that matter and indicates that such action or actions did <u>not</u> cause the road to be accepted. He is providing a written opinion on that item which will be shared as soon as it is available.

Recommendation: Review the Ordinance and set the public hearing for the next regular Council meeting.

8 Continued Business

8b Discussion regarding ongoing participation in MIRA – The Council is asked to undertake continued review of this matter and to determine whether it wishes to move forward. As a reminder, the Town of East Hampton entered into a fifteen-year agreement in 2012 with Materials Innovation and Recycling Authority (MIRA) as the successor to the previous entity that operated the waste-to-energy plant to which all of East Hampton's municipal solid waste was directed. The agreement, which term expires in June 2027, requires all solid waste and recyclable material generated in East Hampton be delivered to MIRA including not only the material accepted by the Town at the Transfer Station but the material collected by haulers providing collection services in the community, most notably, All Waste. The MIRA waste-to-energy plant in Hartford is being decommissioned and will not be operating within a very short time causing MIRA to ship its waste to other facilities for landfilling or other disposal, which has driven rates for disposal quite high. As described in previous meetings and materials, MIRA has presented its member towns with three options for moving ahead.

1. Stay with MIRA and amend the operating Agreement to include a new "Opt Out" clause that reduces the maximum rate to $111 per ton of refuse material delivered to the facility from the current level of $114 per ton. The amendment would also provide maximum per-ton charges for the future years ending June 2024 through June 2027 of $124, $131, $136, and $141, respectively. Based on the letter dated February 28, 2022, it is understood that these figures may be reduced somewhat.

2. Stay with MIRA but do not amend the Opt Out clause of the Agreement. In that instance, the per-ton price would be $116. The existing Opt Out language in the Agreement provides for a calculated price per ton for disposal based on a historic disposal price. If the price increased above that calculated price, the municipality may leave the agreement at the end of the fiscal year. The calculated price for disposal is $73.72 per ton, well below the amount we are being charged.

3. The last option would be to exercise the Opt Out clause and leave the Agreement, allowing haulers to take material generated in East Hampton to whatever disposal site they choose. Exercise of this option requires action by the Town prior to March 30, 2022.

Given that MIRA will no longer be a waste-to-energy facility and will convert to a transfer station in the upcoming year, there may be no incentive to remain in the agreement. Other options exist in the region for disposal with other private companies that are indicating disposal rates at, below or well below the rate charged by MIRA. In the event East Hampton left the

MIRA agreement, the Town might be able to realize a reduced rate for disposal of materials from the Transfer Station. Discussions with other disposal companies has yielded information suggesting rates at least as low as the newly announced MIRA rate of $111 per ton. Further, the Town's residents and businesses would likely see the benefits of the potential competition. East Hampton property owners contract directly with a hauler for solid waste and recycling services. Those haulers are currently required to use the MIRA facility and must meet the requirements of MIRA, which tends to eliminate nearly all competition. It also leaves the hauler in the position of having no ability to find better alternatives for its disposal needs. By eliminating the requirement for MIRA disposal, residents may have additional options for haulers and may realize more favorable pricing from All Waste or others over the longer term. The municipal solid waste disposal issues are complicated everywhere and, perhaps, especially so in Connecticut considering its size. The State is struggling to find a good future and is attempting to create options. Flexibility to respond to the situation may be the best move for our property owners at this time. By opting out, East Hampton would have no requirement and no contract for disposal. The market would dictate. In the future, East Hampton may choose to undertake steps to implement new options for solid waste disposal, but those decisions can be made at that time.

Recommendation: Exercise the Opt Out clause and leave the MIRA MSA.

9 New Business

9a Discussion of next steps regarding ambulance service – The Council is asked to discuss ambulance service in the community based on the concerns outlined by the Ambulance Association over the last year or so. As the Council may recall, in late 2020 or early 2021, staff began having discussions with leadership in the Ambulance Association about the long term viability and plans for future ambulance service in East Hampton. Discussion involved a variety of options including Town funding support, becoming a Town department, regionalization efforts and other options. These discussions and the concern over the long term sustainability of the current ambulance service model led to two steps taken by the Ambulance Association. In April 2021, the Chief of the Ambulance Service reached out to neighboring municipalities and arranged a meeting to discuss a regional approach to providing ambulance service. I supported that approach and ultimately attended the meeting that took place on April 22, 2021, in the Town Hall. A small number of municipalities and representatives of Middlesex Hospital attended, and the conversation was generally positive. There seemed to be some agreement to attempt some regional training, but there was not enough enthusiasm among the attendees to move the concept forward and no more meetings were held of which I am aware. Also, on

April 13, 2021, Ambulance Chief Donald Scranton penned a letter to the Town Council outlining his concerns for the ambulance service and outlining a plan to provide EMT service using part time employees. The letter requested $600,000 of the Town's American Rescue Plan funds over two fiscal years and future funding to support the proposed operation model. In September 2021, the Council had appointed an American Rescue Plan subcommittee and that committee began its meetings to review proposals received from Town entities, including the proposal from the Ambulance Association. During the initial review, the committee also discussed ambulance-related capital expenses. Ultimately, the ARP committee indicated that it was not going to recommend use of ARP funds for long term personnel or items that would lead to new operational costs to be borne by taxpayers and that those decisions must be made outside of ARP funding as part of a budget process.

In the fall and again in the winter of 2021/2022, Council leadership has expressed a desire to engage the Ambulance Association in discussions regarding the long term provision of ambulance services in East Hampton. Options include, as discussed above, Town funding of the Association so it could hire employees, becoming a Town department, regionalization, or other concepts such as contracting with an outside entity. Other municipalities provide ambulance services in a myriad of ways including continuation of the volunteer model, in house staff, contracting with a private entity and contracting with a private service associated with a hospital system. Recently, the Town of Durham implemented an agreement with Middlesex Hospital to provide Durham's basic ambulance service. Under the agreement, which is included in this packet, Middlesex began service as the primary basic ambulance provider in January. Other than the costs associated with owning and maintaining a building for the ambulance service, Durham does not pay for the operating costs of the service. Middlesex covers its costs through billing and other activities of the EMS division of the hospital. Middlesex was approached about providing the service in East Hampton and they have indicated an interest.

The Council is asked to discuss the various options and concepts for proceeding and indicate a desire for moving ahead.

9b Consideration of a motion to increase the fee for vehicle use during Police Private Duty work – Pursuant to discussion at the previous Council meeting and the Policy being considered at this meeting, the Council is asked to consider a motion to revise the charge for police vehicles used during Police Private Duty work. As the Council may recall, members of the Police Department are sometimes hired by private contractors and other private parties to provide traffic control and safety services while they are working in roadways or otherwise obstructing roads in Town. Previously, police vehicles were billed at a rate of $5 per hour

during the week and $10 per hour during the weekend. Under the proposal, the rate would be billed at the IRS reimbursement rate per mile times 30 miles per hour of use. The Council will recall that the automotive industry indicates that an hour of idle time is roughly equivalent to 30 miles of driving. At the current IRS rate of 58.5 cents per mile, the hourly charge would be $17.55. Although this rate may be higher than other municipalities in the immediate area, it is similar to the amount charged in other areas of the State.

Recommendation: Approve the proposed fee.

The remainder of the items are of a routine nature, in the sole purview of the Council or are announcements. Please contact me or the appropriate staff member with questions or concerns.

Town of East Hampton
Town Council Regular Meeting
Tuesday, February 22, 2022
Town Hall Council Chambers and Zoom

MINUTES

Present: Chairman Mark Philhower, Vice Chairman Tim Feegel, Council Members Brandon Goff, Kevin Reich and Alison Walck and Town Manager David Cox

Not Present: Pete Brown and Eric Peterson

Call to Order & Pledge of Allegiance

Chairman Philhower called the meeting to order at 6:30 p.m. in the Town Hall Council Chambers and via Zoom.

Adoption of Agenda

A motion was made by Mr. Goff, seconded by Ms. Walck, to adopt the agenda adding Update on Middle School Roof under Old Business and Police Private Duty Fees under New Business. Voted (5-0)

Approval of Minutes

A motion was made by Ms. Walck, seconded by Mr. Feegel, to approve the minutes of the Town Council Regular Meeting of February 8, 2022, as written. Voted (5-0)

Public Remarks

Mike Piergalini, 16 Fern Lane, commented on Fern Lane. He would like several questions answered before an ordinance is prepared. The first question is who/what part of staff approved Byron Road and Poe Road. The next question is shortly after he moved onto Fern Lane in 2001 the road was paved – who authorized and who paved the road. He would also like an answer to the question of the acceptance of Fern Lane as part of the Historic District when it was formed.

Pam Hatfield, 37 Fern Lane, commented that she can confirm that Fern Lane was paved over at least twice since 1994.

Mr. Philhower noted that Byron Road and Poe Road are still on the private road listing and are not town roads.

Presentations

Recognition for Cathy Sirois

Ms. Walck, on behalf of the Town Council, thanked Cathy Sirois for the work she does for the Town Council and the Town.

Introduction of New Police Officer Brandy Lenois

Police Chief Dennis Woessner introduced one of the new police officers, Brandy Lenois. Officer Lenois provided a brief background.

Bids & Contracts
None

Resolution/ Ordinances/ Policies/ Proclamation
None

Continued Business

Sub-Committee Reports & Updates

Mr. Reich reported the High School Athletic Fields Committee will meet on Thursday to discuss upcoming work on the project for the spring.

Ms. Walck attended the Housing Authority Meeting where they discussed the property near Chatham Acres for possible expansion.

Update and Discussion on Accepting the Private Road Fern Lane into Town Ownership

Mr. Cox provided an overview of the current status of the review of Fern Lane. He referenced an ordinance that Glastonbury has adopted that contains a list of private streets on which the Town will provide a certain level of maintenance at the Town's discretion. He is in the process of having a similar ordinance drafted for East Hampton. A listing of private roads that the Town currently does some maintenance on will be included with the minutes filed in the Town Clerk's Office. The draft ordinance should be presented at the next meeting.

Update on Middle School Roof Project

Mr. Cox reported that shortly after the resolution to appropriate American Rescue Plan Act (ARPA) funds to the Middle School Roof Project, the State notified the Superintendent of Schools that the use of ARPA funds would render the project ineligible for State reimbursement. Mr. Cox has reached out to the State Representative and Senator regarding the issue noting there is no exclusion in the ARPA requirements. Several other towns have also received this notification for their school projects. In speaking with Norm Needleman, he agreed there should be no exclusion. Mr. Reich recommended contacting the offices of Joe Courtney, Richard Blumenthal and Chris Murphy. Mr. Cox will continue to research this issue.

New Business

Consideration of the RFP for the Air Line Trail Access Road Construction

Parks & Recreation Director Jeremy Hall provided an overview of the RFP for the Air Line Trail Access Road Construction. This project is the first phase of the gap closure on the Air Line Trail behind Public Works and the WPCA. This phase of the project will cost approximately $60,000 with the State covering $40,000 and the Town covering $20,000, which is in this year's approved Capital budget. The final phase of the project will be managed by the Army Corps of Engineers due to the wetlands in the area where a boardwalk would be built over the wetlands. DEEP and DOT are working on the funding sources for that final phase.

A motion was made by Mr. Reich, seconded by Mr. Goff, to approve the RFP for the Air Line Trail Access Road Construction as presented. Voted (5-0)

Update on Police Private Duty Fees
Mr. Philhower noted that when reviewing the budget, he found a shortfall in some of the fees, particularly the vehicle use fee for private duty police jobs. He feels the current fee is too low and should be raised. He feels the setting of fees should be done by the Town Council, not individual departments. He would like a policy drawn up that any fees going forward will be set by the Town Council. This policy will be on the agenda in March.

Town Manager Report
Mr. Cox provided an overview of his written report which will be included with the minutes filed in the Town Clerk's Office.

Appointments
A motion was made by Mr. Goff, seconded by Ms. Walck, to appoint Victoria Minor to the Brownfields Redevelopment Agency. Voted (5-0)

A motion was made by Mr. Goff, seconded by Ms. Walck, to reappoint Carol Lane and Melissa Pionzio to the Arts & Culture Commission. Voted (5-0)

Tax Refunds
A motion was made by Ms. Walck, seconded by Mr. Goff, to approve tax refunds in the amount of $14,811.07. Voted (5-0)

Public Remarks
None

Communications, Correspondence & Announcement
None

Adjournment
A motion was made by Mr. Reich, seconded by Mr. Brown, to adjourn the meeting at 7:30pm. Voted (5-0)

Respectfully Submitted,

Cathy Sirois
Recording Clerk

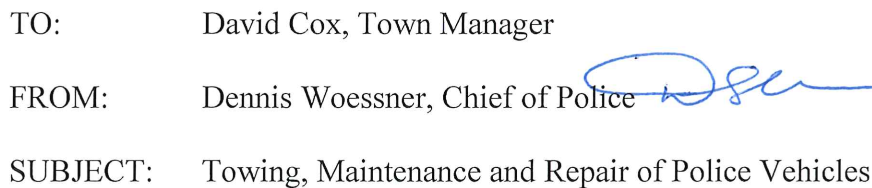
East Hampton Police Department
1 Community Drive
East Hampton, CT 06424

Dennis Woessner
Chief of Police

February 28, 2022

TO: David Cox, Town Manager

FROM: Dennis Woessner, Chief of Police



SUBJECT: Towing, Maintenance and Repair of Police Vehicles

On January 28, 2022 the Town issued an Invitation to Bid (2022-01-25-PD) for the Towing, Maintenance and Repair of Police Vehicles. The bids were due on February 25, 2022 at 11:00 a.m. EST. Belltown Motors was the only bidder.

Belltown Motors was awarded the previous contract in August of 2018 and was held to that bid for three years, based upon the language in the bid specifications. Their hourly rate for that bid was listed at $93.00 dollars an hour. Their current bid is for an hourly rate of $98.00 dollars an hour. The only other significant change was going from a 30% mark up, on average, for parts (2018) to list price minus 20% (2022).

We are very happy with the work and service provided to us by Belltown Motors and I would recommend that they be awarded the contract. The contract period will be for 12 months from the date of award.

860.267.9544 *tel*
860.267.1037 *fax*
www.easthamptonct.gov

Towing Maintenance and Repair of Police Vehicles

BID # 2022-02-25PD

Submitted by:

BELLTOWN MOTORS, 80 EAST HIGH ST., EAST HAMPTON, CT 06424

CONTENTS:

Exhibit A

Certificate of Liability Insurance

Garagekeepers Plus Extension Endorsement

Commercial Auto Extension

Additional Insured Endorsements

ORIGINAL

EXHIBIT A

On behalf of Belltown Motors (Company/Proposer), I/we have read, understand and will comply with the instructions and all terms and conditions stated in this Invitation to Bid and all attachments. The Company/Proposer(s) certifies that the proposal submitted by said Company/Proposer(s) is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

[signature] 2/4/22

Submitted by: Date Submitted by: Date

On behalf of Belltown Motors (Company/Proposer), I/we acknowledge that:

- The Company/Proposer must provide the Town with a Certificate of Insurance which shall be approved by the Town before this project can begin;
- This Invitation to Bid does not commit the Town to make an award, nor will the Town pay any costs incurred in the preparation and submission of Bids, or costs incurred in making necessary studies for the preparation of Bids;
- The Company/Proposer shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this bid;
- The Company/Proposer is not a defaulter to the Town;
- The Company/Proposer agrees to protect, defend, indemnify and hold harmless the Town of East Hampton and their officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Company/Proposer, its employees, subcontractors or any independent contractors working under the direction of either the Company/Proposer or subcontractor in the performance of this contract. [initial] Initial
- The Company/Proposer shall indicate if it has submitted brochures, printed specifications and advertising literature and the number of attachments provided;
- The Company/Proposer recognizes a "No Gift" policy. [initial] Initial

The Company/Proposer further acknowledges that it meets the following criteria:

- **Price Decreases:** Price decreases will become effective immediately on the date specified in the Company/Proposer's printed notice of change. The Company/Proposer shall bill the East Hampton Police Department at the reduced price on all services made on or after the date of the Company/Proposer's price reduction. The Company/Proposer shall promptly provide the East Hampton Police Department with a letter of notice concerning the change.
- **Site Inspection:** The East Hampton Police Department reserves the right to make an inspection of the repair/maintenance facility during the term of the contract.
- **Security of Equipment**: Company/Proposer must immediately report any theft of, missing or damaged equipment to the East Hampton Police Department.
- **Certificate of Insurance:** Company/Proposer must provide the East Hampton Police Department an up-to-date Certificate of Liability for all the repair/maintenance locations.

- **Licensing and Standing:** Company/Proposer must possess the proper dealers and repairers license, be in good standing with the State of Connecticut and the Town of East Hampton.
- **Wrecker Services:** "wrecker service" means twenty four (24) hour a day wrecker service with a wrecker and operator available to the East Hampton Police Department's vehicles. The provider must have access to a "flat bed" or "dolly" service and must be able to respond within thirty (30) minutes from the call for service.
- **Service to Other Town Departments**: Company/Proposer agrees to extend the same prices and services to other East Hampton Town Departments for service and repair of passenger cars and light duty utility vehicles.
- Meets all criteria as listed under the Maintenance and repair service section. If the Company/Proposer uses a subcontractor or other identity, the Company/Proposer will acknowledge and identify such subcontractor or other identity.

[signature] 2/4/22

Acknowledged by: Date Acknowledged by: Date

Hourly rate: $98.00 duration of contract Reduced rate: (Yes) No

Markup on Parts: List price MINUS 20%

Towing: if subcontractor, identify NONE

Towing rates:		Reduced rate:	Yes	No	
Day	Light duty	Reduced rate:	Yes	(No)	Medium Duty wrecker
Nights	wrecker	Reduced rate:	Yes	(No)	$85.00 Hookup
Weekends	$60.00 hookup	Reduced rate:	Yes	(No)	$6.00 per mile
Holidays	$6.00 per mile	Reduced rate:	Yes	(No)	

FOR TOWED VEHICLES NOT BEING SERVICED

Storage rates:		Reduced rate:	Yes	No	
Day	$26.00 per day	Reduced rate:	Yes	(No)	Heavy Duty wrecker
Nights	the first 5 days	Reduced rate:	Yes	(No)	$195.00 per hour
Weekends	$31.00 per day each day after	Reduced rate:	Yes	(No)	port to port

Tire Storage fee: $0

Any Disposal/Supply fee: Tire disposal $4.00 per tire shop supply is small percentage

Diagnostic fee: $0

Narrative (explain why your service will meet East Hampton Police Department needs):

Belltown Motors has been providing ASE Master Certified service to the Town and Police Dept vehicles and we look forward to continuing this business relationship.

[signature] 2/4/22

Submitted by: Date Submitted by: Date

EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT
Byrnes Agency, Inc. - Dayville PO Box 739 Dayville CT 06241-0739	CONTACT NAME: Amy M Lotti PHONE (A/C, No, Ext): (860) 774-8549 FAX (A/C, No): E-MAIL ADDRESS: alotti@byrnesagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Company	12572
INSURER B : Employers Mutual	25186
INSURER C : Employers Mutual Casualty Comp	21415
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Flannery Enterprises LLC dba Belltown Motors

80 E High St

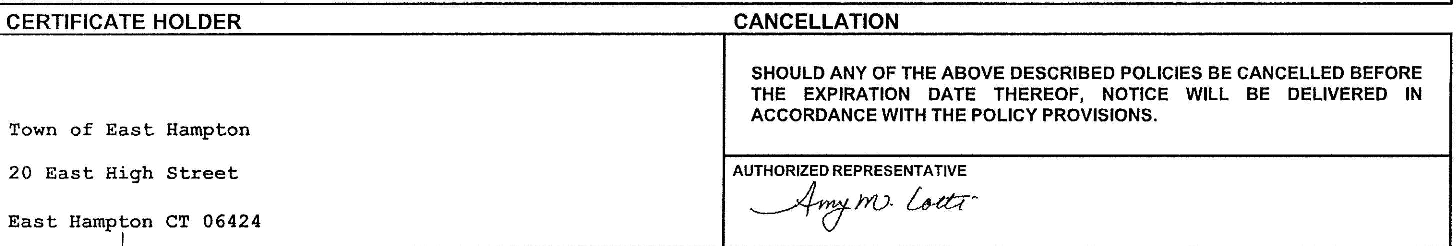
East Hampton CT 064241541

COVERAGES CERTIFICATE NUMBER: Cert ID 26138 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	Y	Y	6W30257	02/15/2022	02/15/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
C	X ANY AUTO	Y	Y	6E30257	02/15/2022	02/15/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB [X] OCCUR	Y	Y	6J30257	02/15/2022	02/15/2023	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC9098004	02/15/2022	02/15/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [Y]	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Motor Truck Cargo			6C3025722	02/15/2022	02/15/2023	Per Vehicle	$ 100,000
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)



Town of East Hampton is included as additional insureds on a primary and non-contributory pursuant to the attached endorsements BP7200(1-19)/ CA7450(11-17 Waivers of subrogation apply in favor of the additional insureds pursuant to the attached endorsements BP7200(1-19)/CA7450(11-17). Umbrella follows form

CERTIFICATE HOLDER	CANCELLATION
Town of East Hampton 20 East High Street East Hampton CT 06424	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Amy M. Lotti

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS PLUS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. This endorsement provides Comprehensive and Collision Insurance only:

1. Where a Limit of Insurance and a premium are shown for that coverage in the Schedule; and

2. For the location shown in the schedule.

B. Coverage

1. We will pay all sums the insured must pay as damages, without regard to your or any other insured's legal liability, for "loss" to a "customer's auto" or "customer's auto" equipment left in the insured's care while the insured is attending, servicing, repairing, parking or storing it in your "garage operations" under:

a. Comprehensive Coverage

From any cause except:

(1) The "customer's auto's" collision with another object; or

(2) The "customer's auto's" overturn.

b. Collision Coverage

Caused by:

(1) The "customer's auto's" collision with another object; or

(2) The "customer's auto's" overturn.

The insurance provided by this endorsement is Primary Insurance and we will not seek contribution from any other insurance available.

2. We will have the right and duty to defend any insured against a "suit" asking for these damages. However, we have no duty to defend any insured against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Additional Coverages

a. Loss to Customer's Personal Property

The insurance provided by this endorsement also applies to "loss" to your customer's personal property, other than "auto", "auto" equipment or farm and industrial machinery or equipment, that is left in an insured's care while in the course of your "garage operations". The most we will pay for this additional coverage is $10,000 for each "loss" and is included within the Garagekeepers Limit of Insurance shown in the schedule.

b. Loss to Customer's Sound Receiving Equipment

(1) The insurance provided by this endorsement also applies to "loss" to your customer's "sound receiving equipment" in a "customer's auto" left in the insured's care while in the course of your "garage operations".

(2) This additional coverage does not apply to any "loss" to any of the following:

(a) "Sound receiving equipment" unless permanently installed in a "customer's auto".

(b) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

(3) The most we will pay for this additional coverage is $5,000 for each "loss", unless a higher amount is shown on the Declarations. This coverage is included within the Garagekeepers Limit of Insurance shown in the schedule.

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C. Exclusions

1. For the purposes of this endorsement only, this insurance, including any duty we have to defend "suits", does not apply to:

   a. **Contractual Obligations**

      Liability arising from any contract or agreement by which the insured accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the insured would have in absence of the contract or agreement.

   b. **Theft**

      "Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

2. We will not pay for "loss" to any of the following:

   a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".

   b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

   c. Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of radio.

   d. Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

   a. War, including undeclared or civil war;

   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limits of Insurance and Deductibles

1. Regardless of the number of "customer's auto's", insureds, premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule for that location, minus the applicable deductibles for "loss" caused by:

   a. Collision; or

   b. With the respect to Garagekeepers Coverage Comprehensive:

      (1) Theft or mischief or vandalism; or

      (2) All perils.

2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive is the most that will be deducted for all "loss" in any one event caused by:

   a. Theft or mischief or vandalism; or

   b. All perils.

3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

E. Additional Definitions

As used in this endorsement:

1. "Customer's auto" means an "auto" lawfully within your possession for service, repair, storage, or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees", and members of their households who pay for services performed.

   In addition, as used only in this Garagekeepers Plus Extension Endorsement, "customer's auto" includes "mobile equipment" and watercraft while ashore on premises where you conduct "garage operations".

2. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's auto's" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.

3. "Loss" means direct and accidental loss or damage and includes any resulting loss or use.

4. "Sound receiving equipment" means permanently installed sound receiving equipment designed for use as a citizens' band radio, two way mobile radio or telephone or scanning monitor receiver or global positioning system device or digital video disc player or videocassette recorder player or compact disc player or satellite radio receiver, including antennas and other accessories.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement,

whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

a. Any covered "auto" you lease, hire, rent or borrow; and

b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

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Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.

(2) Any organization you acquire or form will not be considered an "insured" if:

(a) The organization is a partnership or a joint venture; or

(b) That organization is covered under other similar insurance.

(3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, **Supplementary Payments (2)** and **(4)** are replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph **5.** of Paragraph **B. Exclusions** in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

a. Up to $100 each time a covered "auto" of the private passenger type is disabled; or

b. Up to $500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph **a. Transportation Expenses** is replaced by the following:

(1) We will pay up to $75 per day to a maximum of $2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

(2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of $5,000 Per "Loss" are in addition to the sublimit in Paragraph **C.1.b.** of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

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If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

(1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

(3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to $1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of $500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

c. Security deposits not returned by the lessor;

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.

2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

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a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

4. Our payment is limited to the lesser of the following amounts:

   a. Necessary and actual expenses incurred; or

   b. $75 per day, subject to a $2,250 limit.

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.

b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

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However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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b. All:

(1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Plus medical expenses;

(3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit. Subject to Paragraph **a.** or **b.** above, whichever applies, the Damage To Premises Rented To You limit of $500,000, unless a higher limit is shown in the Declarations, is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

The **Limits of Insurance of Section II – Liability** apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

10. The following is added to Paragraph **E.2. Liability And Medical Expenses General Conditions, Duties In The Event of Occurrence, Offense, Claim Or Suit:**

e. The requirement in Paragraph **E.2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company;

(4) An "executive officer" or an insurance manager, if you are a corporation; or

(5) A trustee, if you are the trust.

f. The requirement in Paragraph **E.2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company;

(4) An "executive officer" or an insurance manager, if you are a corporation; or

(5) A trustee, if you are the trust.

11. Paragraph **F.3. Liability And Medical Expenses Definitions** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at anytime.

Section III Common Policy Conditions (Applicable to Section I – Property and **Section II – Liability)**

Section III – Common Policy Conditions is amended to include the following clarifications and extensions of coverage. The provisions of the coverage form apply unless modified by the endorsement.

M. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

N. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The following paragraph is added:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

O. Unintentional Failure to Disclose

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

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EAST HAMPTON TOWN COUNCIL POLICY REGARDING ESTABLISHMENT AND ADJUSTMENT OF CERTAIN FEES IMPLEMENTED BY THE TOWN OF EAST HAMTON

DRAFT 3/3/2022

Purpose
In order to ensure regular review of fees and charges made by the Town of East Hampton in the conduct of municipal business and to encourage cost effective and efficient services, programs, and charges and fees where those charges and fees are charges for services provided to one or more residents, non-residents and businesses.

Scope
This Policy applies to charges and fees assessed upon one or more individuals or businesses for services that are provided by the Town of East Hampton on a per use basis except as such fees are established or determined by the Board of Education, State Statutes or some other authority.

Policy
It is the policy of the East Hampton Town Council that in addition to fees and charges identified in the Town Code of Ordinances as being periodically set by the Town Council, that all fees and charges levied by the Town that are not set by the Board of Education or set by or in accordance with State Statute or by an outside agency are the purview of the Town Council. Fees related to recreation-type programing offered throught the Parks and Recreation Department, the Library, the Senior Center or other Town entitities will generally be established by the department offering the program under the direction of the Town Manager and will, generally, not be reviewed or set by the Council.

Definitions
Recreation-type programing – For the purposes of this policy, recreation-type programing includes classes, seminars, tours, programs, events or other similar activities that are presented for education, recreation or enjoyment to those who choose to participate.

Procedure

1. On an annual basis in advance of the beginning of a new fiscal year, the Town Manager shall recommend to the Town Council a schedule of fees and charges for its approval. Such schedule of fees and charges shall become effective at the beginning of the new fiscal year after approval.

2. Notwithstanding paragraph 1 above, the Council may review one or more fees and charges at any time and may determine an effective date for one or more of the fees and charges that is different than the first day of the new fiscal year after approval at its discretion.

3. Notwithstanding any fee or charge that is specifically identified in the Town Code of Ordinances, which is modified via the process required for adoption of ordiniances, the approved schedule of fees and charges and any change thereto must be available in the Town Clerk's Office and upon the Town website for ten (10) days prior to becoming effective.

Town of East Hampton
Middlesex County, Connecticut

DRAFT – March 3, 2022

Ordinance No. 2022.01

An Ordinance Amending Chapter 273 of the Code of the Town of East Hampton Regarding Streets and Sidewalks Concerning Limited Maintenance of Private Roads

Pursuant to Chapter II of the East Hampton Town Charter, and Conn. Gen. Statute Section 7-148(c)(6)(C), the East Hampton Town Council hereby adopts the following Ordinance Concerning Limited Maintenance of Private Roads.

Section 1: Chapter 273 of the Code of the Town of East Hampton is hereby amended by the creation and addition of Article VI regarding Private Roads as follows:

ARTICLE VI Private Roads

273-15 Purpose.

Within the Town of East Hampton there currently exist many privately owned rights of way, streets, lanes, drives and roads (collectively referred to herein as "Private Roads"). Such Private Roads have been established over many years of use by adjoining property owners, which provide vehicular access for the property owners, and residents, along such Private Roads. Such Private Roads have not been accepted by the Town as public roads, and historically have not been maintained by the owners, or the abutting owners, of the Private Road to Town of East Hampton Street Standards. As a result, some of these Private Roads have deteriorated and are unsafe for public or private passage. In order to ensure the safety of the property owners, residents, and the public who travel over such Private Roads, and to ensure safe passage of emergency vehicles, service vehicles, vendors vehicles, and other critical vehicles, and the safe passage of invitees and guests of residents who live along such Private Roads, the Town has determined that it is in the public interest that limited maintenance of such Private Roads is desirable and necessary. This ordinance shall govern the manner in which the Town may provide certain limited maintenance to such Private Roads.

273-16 Private Roads approved for limited maintenance.

A. The Public Works Department is authorized to provide those limited maintenance services described in Section 3 of this Ordinance for those Private Roads as may be determined to require limited maintenance by the Town Council, as follows:

ROAD NAME	Length and Location
Boulder Road	1150' Lake Drive to terminus
Brook Trail	635' Pine Trail to terminus
Byron Road	100' Browning Drive to terminus

Day Point Road	656’ Old Marlborough Road to pavement end
Fern Lane	1585’ Middle Haddam Road to turn around
Green Road	576’ Hog Hill to turn around
Green Road	240’ Middle Haddam Road to turn around
Hale Road	588’ Lake Drive to turn around
Laurel Trail	341’ Pine Trail to driveway at #18
Markham Lane	390’ East High Street to turn around
Mountain Trail	535’ Pine Trail to driveway at #26
O'Neill Lane	750’ Old Marlborough Road to turn around
Park Road	161’ Poe Road to pavement end
Pine Trail	1057’ East High Street to turn around
Poe Road	155’ Byron Road to Park Road
Railroad Avenue	725’ Watrous Street to turn around
Starr Place	467’ Summit Street to turn around
Tennyson Road	529’ Mark Twain Drive to Whittier Road
West Avenue	302’ West Street to driveway at #35

B. Maintenance services shall be provided for the Private Roads listed in this section only if the existing condition of such Private Roads is structurally safe. The Director of Public Works shall inspect, or cause to be inspected, the approved Private Roads and shall determine if they are structurally safe for use by town employees providing the maintenance services. If an approved Private Road is not structurally safe, no maintenance services shall be provided by the town until after such time as the owners, or abutting owners, of the Private Road, as the case may be, properly correct, or cause to be corrected, the unsafe structural condition or conditions, at their sole cost and expense.

C. The Private Roads, or parts thereof, approved for maintenance shall be shown on a map which shall be available for public inspection in the town clerk's office. The Town Council may amend the list of approved Private Roads eligible for limited maintenance, by adding or removing such Private Roads from the list, in the manner prescribed in the Town Charter for the adoption of ordinances.

273-17 Limited Maintenance services to be provided.

A. The maintenance services provided under section 2 of this ordinance shall be limited to the following services as these services may be typically applied to similar public roads at the discretion of the Public Works Director:

(1) Snow plowing and deicing activities;

(2) Sweeping;

(3) Surface patching;

(4) Installation and maintenance of any “official traffic-control devices” and “traffic control sign” and which are approved by the “traffic authority” all as defined in Conn. Gen. Stat. 14-297.

B. Upon the request of the owners of, or those property owners abutting the Private Road, and if the town considers it necessary to public safety or otherwise desirable to provide additional work, services or improvements to the Private Roads listed in this ordinance, then such work, services or improvements may be provided by the town or its designees provided a written agreement is executed between the town and the owners of the land upon which the road rests, or which the road benefits, concerning the scope of such work, services or improvements, and shall be at the sole cost and expense of such owners. The town shall not provide any additional work, service or improvements unless the written agreement apportions costs among the owners of, or those property owners abutting, the Private Road.

273-18 Acceptance for maintenance not to be construed as acceptance as public highway.

Approval of a Private Road for the limited maintenance set forth in this ordinance, and/or approval of additional work, services, or improvements under section 3 of this ordinance shall not be considered acceptance of that Private Road as a public highway.

273-19 Continued Validity of Street Standards.

Nothing in this article shall be construed to modify or change any of the requirements set forth by the town planning and zoning commission, or the Town of East Hampton Street Standards, for the acceptance of new, and the maintenance and repair of existing, Town roads.

Section 2: This ordinance is effective immediately upon its adoption and publication in accordance with Connecticut Statutes.

Approved this ____ day of _____________, 2022.

TOWN COUNCIL ATTEST

___________________________________ ___________________________________

Mark Philhower, Chairperson Kelly Bilodeau, Town Clerk

Fern Lane
Chip sealed 9/17/90

$1926 \div 14 = \$137.00$

September 7,1990

$1926 total

The Undersigned Residents

of Fern Lane, Middle Haddam, Ct, hereby agree to be billed the sum of , per house, by the town of East Hampton for payment of the Chip Sealing of Fern Lane. We want it understood, however, that the Town of East Hampton will continue it's present level of maintenance on Fern Lane as it now exists.

✓ Mr. and Mrs. David A. Hitchcock — RECEIVED OCT 23 1990 RECEIVED OCT 23 1990

✓ Mr. and Mrs. William DeMore Bill + Sylvia DeMore — RECEIVED OCT 17 1990

✓ Mr. and Mrs. Lon Fishman

✓ Mr. and Mrs. Donald Coyle Donald Coyle — RECEIVED NOV - 5 1990

✓ Ms. Helen Coleman Helen J. Coleman — RECEIVED NOV - 8 1990

Mr. and Mrs. Tim Reilly Carol L Reilly - sent back 11/15/90, no signature

✓ Mr. and Mrs. Greg Eaton — RECEIVED NOV 19 1990

✓ Mr. and Mrs. Mark Urbanowicz Mark Urbanowicz — RECEIVED

Ms. Claire Shea Claire E. Shea — received 3/10/93

Mr. and Mrs. Charles Foley

✓ Mr. and Mrs. John Bystrek Carole Bystrek — RECEIVED OCT 29 1990

✓ Mr. and Mrs. Peter Zory Bernadette Zory — RECEIVED OCT 23 1990

✓ Mr. Bruce DuBay/Mr. Robert Curry Robert Curry — RECEIVED OCT 29 1990

Mr. and Mrs. Jay Shea

Concurrence by Alan H. Bergren, Town Manager

Alan H. Bergren

TOWN OF EAST HAMPTON REVENUE LEDGER

FUND 01 GENERAL FUND
DEPT 12 LOCAL REVENUES
ACT 1801 PUBLIC WORK - ADM.

DATE	SOURCE	DOC#	VENDOR	APPROPRIATION	REVENUE	BALANCE
18-OCT-90	F0019	001419	CHIP SEAL-FERN LANE - Lon Fishman		137.00	
24-OCT-90	Z0002	001437	CHIP SEAL-FERN LANE - Peter Zory		137.00	
24-OCT-90	D0027	001437	CHIP SEAL-FERN LANE - Wm Demore		137.00	
24-OCT-90	H0016	001436	CHIP SEAL-FERN LANE - D. Hitchcock		137.00	
08-NOV-90	C0049	001466	CHIP SEAL-FERN LANE - D Coyle		137.00	
08-NOV-90	D0024	001458	CHIP SEAL-FERN LANE - Dubay / Currie		137.00	
08-NOV-90	B0040	001455	CHIP SEAL-FERN LANE - J Bystrek.		137.00	
09-NOV-90	C0051	001495	CHIP SEAL-FERN LANE - H Coleman		137.00	
16-NOV-90	U0006	001512	CHIP SEAL-FERN LANE - M. Urbanowitz		137.00	
26-NOV-90	E0036	001531	CHIP SEAL-FERN LANE - C Eaton.		137.00	
TOTAL OBJECT 46999 MISCELLANEOUS - LOCAL					1,370.00	-1,370.00
TOTAL ACT 1801 PUBLIC WORK - ADM.					1,370.00	-1,370.00

Materials Innovation and Recycling Authority
200 CORPORATE PLACE Suite 202 • Rocky Hill • CONNECTICUT • 06067 • TELEPHONE (860) 757-7700

February 28, 2022

Mr. David Cox, Town Manager
Town of East Hampton
1 Community Drive
East Hampton, CT 06424

Re: MIRA Fiscal Year 2023 Tipping Fees

Dear Mr. Cox:

This letter is to provide our Connecticut Solid Waste System (CSWS) customer towns with the tipping fees established for Fiscal Year 2023 (FY2023) together with important information concerning the status of the CSWS and future plans.

On February 23, 2022, the Materials Innovation and Recycling Authority (MIRA) Board of Directors approved the Fiscal Year 2023 Tier 1 Short Term Disposal Fee applicable to towns executing the Second Amendment to Municipal Service Agreement (MSA Amendment) recently distributed by MIRA for execution. The MSA Amendment distributed for signature by the towns anticipated a Fiscal Year 2023 tipping fee of $116. The MIRA Board's action reduced this tipping fee for Fiscal Year 2023 to $111.00 per ton and authorized MIRA to execute modifications to the MSA Amendment reflecting this reduction. This action was taken to further encourage town favorable consideration and execution of the amendment.

The MIRA Board also adopted a lower than anticipated Fiscal Year 2023 tipping fee applicable to Tier 1 Long Term towns declining to execute the MSA Amendment. The Board intends this reduction to provide towns declining or undecided on the MSA Amendment a less costly disposal option as they consider their future waste management decisions.

Despite being heavily subsidized by reserves and non disposal revenues, tipping fees for FY 2023 are increased versus the prior 2022 fiscal year adopted MSW tipping fee. This increase was necessary to ensure continued reliable service to our participating towns and is attributed to a host of factors reducing revenue and increasing costs, including the potential for limited, reduced operation of the Hartford Trash-to-Energy Facility and the commencement of transfer and transportation of Town waste for disposal in out of state landfills.

In FY 2023 MIRA is continuing the practice of accepting and processing residential recyclables from its Tier 1 participating communities at a $0/ton tipping fee.

Additionally, the tipping fees charged to all participating municipalities is the same regardless of whether MSW is delivered direct to the Hartford Trash-to-Energy Facility, or to the Torrington, Essex or Watertown transfer stations. All transfer costs, as well as the costs of processing, marketing and sale of

recycling commodities are included in the MSW tipping fee. The tipping fee for towns agreeing to the amended MSA (please provide the signed amendment to MIRA By March 31, 2022) will enjoy a lower tipping fee as a result of our ability to assure multi-year volume and term commitments to our contractors and disposal providers. The MIRA board of directors intends to maintain this pricing advantage for towns amending the MSA for the remaining term of the Agreement. The tipping fees effective July 1, 2022 through June 30, 2023 (FY2023) are shown below.

WASTE STREAM	7/1/2022 – 6/30/2023 Tipping Fee
Tier 1 Short Term - Amended Agreement (per ton) MSW	111.00
Tier 1 Long Term - Not Amended (per ton) MSW	116.00
Bulky Waste (per ton)	$120.00
Mattress/Box Springs Surcharge (per unit)	$30.00
Residential Recycling; Single or Dual Stream (per ton)	$0.00

The full MIRA FY2023 budget is available for viewing at http://www.ctmira.org/records-reports/budget/

The MSAs also require an annual calculation of the Opt-Out Disposal Fee. This calculation establishes the tipping fee which, if exceeded, permits our Tier 1 Long-Term customer towns to unilaterally exit the MSA within the prescribed 30 day window. For FY 2023, the Opt-Out Disposal Fee calculates to $73.72, signaling each Tier 1 Long Term town not signing the MSA Amendment is eligible to opt out of their MSA participation.

For your information, please know that because the town of East Hampton has an MSA with MIRA, private waste hauling companies serving commercial and residential subscription accounts in East Hampton are required to deliver Town MSW to MIRA and will also enjoy MSW disposal services at the municipal rates.

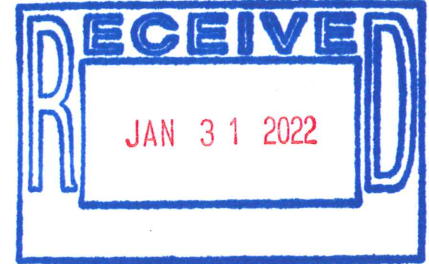
Finally, MIRA invites you to a meeting of the MIRA customer towns, scheduled for March 16 at 10:00 (via Zoom). We look forward to hearing from our towns and reviewing MIRA's future plans for disposal and recycling.

Thank you for your patronage of MIRA. We appreciate the opportunity to serve the residents and businesses of East Hampton. Please don't hesitate to contact me or any of the MIRA Directors (Directors contact information is attached) if we can be of any assistance.

Very Truly Yours,

Thomas D. Kirk
President and CEO
TKirk@ctmira.org
860-757-7700

Materials Innovation and Recycling Authority
200 CORPORATE PLACE Suite 202 • Rocky Hill • CONNECTICUT • 06067 • TELEPHONE (860) 757-7700
FAX (860) 757-7740



RECEIVED
JAN 31 2022

January 28, 2022

Chairman Pete Brown
Town of East Hampton
20 East High Street
East Hampton, CT 06424

Dear Chairman Brown:

Enclosed please find an execution copy of the SECOND AMENDMENT TO THE TIER 1 LONG TERM MUNICIPAL SOLID WASTE MANAGEMENT SERVICES AGREEMENT. In previous communications I have forwarded to you a draft version of this amendment. In the attached execution copy, MIRA has set the Fiscal Year 2023 tipping fee at $116 per ton including recycling for municipalities that sign the amendment, and incorporated the awarded waste transportation and disposal contractor key terms and conditions, incorporated the final forecast of tipping fees and updated schedule of Opt-Out Disposal Fees. MIRA will continue to seek innovative methods to reduce overhead and tipping fees and would like all CSWS Participating Municipalities to remain engaged in these efforts through the remaining term of the Municipal Service Agreement.

As you know, the ability for the MIRA South Meadows facility to continue operating efficiently and effectively to manage disposal of the region's post-recycling solid waste is coming to an end. The long serving South Meadows trash-to-energy facility is scheduled to commence decommissioning in July of 2022. MIRA is viewing Fiscal Year 2023 as a year of transition from waste to energy operations for the reasons outline in Attachment A to the amendment. The policy decision by the state to shut 720,000 tons per year of disposal capacity and 65 MW of renewable energy to focus on alternative strategies to manage waste leaves CT municipalities in a challenging position of needing immediately available disposal options for their Municipal Solid waste (MSW) for an undetermined period of time. Given the lack of existing and developed available alternatives, CT will regrettably be relying on export via truck and/or train to western and southern landfills. MIRA has performed an RFP to identify and procure the capacity sufficient to manage the waste from municipalities presently contracted with MIRA. We are presently negotiating final agreements with RFP awarded bidders to establish a long haul waste transfer program to take effect as early as this coming July providing assured disposal options for each and every MIRA municipality.

Adoption of the enclosed amendment by a sufficient number of municipalities supplying the 'Threshold Deliveries' will allow the participating municipalities to enjoy more favorable disposal pricing. Committing minimum quantities of tons for delivery up to 5 years allows for more cost effective waste transfer and transportation. Towns can enjoy advantageous pricing by committing their deliveries for up

to 5 years while being protected against unforeseen price increases through an opt-out provision, unilaterally allowing towns to exit the agreement if prices exceed established trigger points.

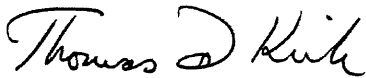
Execution of the amendment is strongly encouraged but not required. Failing to execute the amendment leaves the existing MSA operative and unchanged. It would however, likely result in a higher tipping fee for MSW in FY 2023 and beyond.

Please review this amendment in its entirety and promptly execute this amendment at your earliest opportunity but no later than March 31, 2022. Additionally, if you have specific questions regarding the amendment, please contact us.

Legal:	Contact: Laurie Hunt, General Counsel	860 757 7749
Financial:	Contact Mark Daley, CFO:	860 757 7722
Operational:	Contact: Peter Egan, Chief Operating Officer	860 757 7725
Other:	Contact: Tom Kirk, President	860 757 7777

On behalf of MIRA employees and the volunteer directors of the MIRA Board, I thank you for your patience and cooperation throughout this difficult transition to a new MSW disposal system.

Sincerely,



Thomas D. Kirk
President and CEO

Enclosure

(Please sign and return both copies. MIRA will sign and return an original for your records)

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

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

Recitals

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

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

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

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

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

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

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

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

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

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

i) To Enviro Express for the transportation and disposal of Acceptable Solid Waste and Acceptable Recyclables received at the Torrington and Watertown Transfer Stations;

ii) To Enviro Express for the operation, maintenance and optional future development of the Torrington and Watertown Transfer Stations;

iii) To CWPM LLC for the transportation and disposal of Acceptable Solid Waste and Acceptable Recyclables received at the Essex Transfer Station;

iv) To CWPM LLC for the operation, maintenance and optional future development of the Essex Transfer Stations;

v) To Covanta Sustainable Solutions for the disposal of Acceptable Solid Waste at the Preston Connecticut waste to energy facility;

vi) To Murphy Road Recycling LLC in association with WIN Waste Innovations for the diversion of all Acceptable Solid Waste generated within the boundaries of "Tier 1" Participating Municipalities and currently delivered direct to the CSWS Waste to Energy Facility to the Murphy Road Recycling Transfer Station located at 123 / 143 Murphy Road, Hartford CT for transfer by rail to the WIN Tunnel Hill Reclamation Landfill in New Lexington, Ohio and the WIN Sunny Farms Landfill in Fostoria, Ohio ,

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

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

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

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

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

1. The Parties agree that time is of the essence with regard to the Transition Contract Awards. Accordingly, MIRA shall proceed in good faith to negotiate and finalize such Transition Contract Awards as approved by the MIRA Board of Directors at its December 20, 2021 meeting for execution subject to a sufficient number of Participating Municipalities executing this Second Amendment by March 31, 2022 that represent delivery of at least eighty percent (80%) of the tons of Acceptable Solid Waste and eighty percent (80%) of tons of Acceptable Recyclables delivered to a Designated Waste Facility and Designated Recycling Facility by Participating Municipalities of record as of the Amendment Effective Date for the Contract Year ended June 30, 2021 ("Threshold Deliveries").

2. In the event the Threshold Deliveries are not attained for a Designated Waste Facility and Designated Recycling Facility by the date specified in Article 1 of this Second Amendment, or such Transition Contract Awards are not negotiated and finalized as intended, this Second Amendment may be terminated by MIRA with respect to such Designated Waste Facility and Designated Recycling Facility upon notice by MIRA to the Municipality, the MSA shall otherwise remain in full force and effect, MIRA may award such contracts as it deems necessary to provide the Services and MIRA shall notify the Municipality of the level of the Tier 1 Long-Term Disposal Fee to be effective July 1, 2022 on or before the last day of February 2022.

3. Exhibit A of the MSA is hereby amended as follows:

   a) The term "Tip Fee Stabilization Fund" is added to mean that certain fund established and maintained by MIRA through application of its net revenues other than CSWS Service Fees and Non Disposal Fee Revenue, including but not limited to net revenues derived through maintenance and operation of MIRA's jet powered electric generating peaking units.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1. Budget

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

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

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

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

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

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

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

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

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

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

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

Opt Out Disposal Fees

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

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

3.3. Most Favored Nation

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

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

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

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

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

3.4. Recycling Program

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

3.5 Voluntary Pay as You Throw Program

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

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

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

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

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

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

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

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

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

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

3.6 Funding Set Asides

(a) MIRA hereby agrees to set aside the sum of three million, three hundred thousand dollars ($3,300,000) to be used for the decommissioning of the Facility when the suspension of waste combustion and transition to transfer activity contemplated by this Second Amendment is complete and a conclusive determination not to recommence waste combustion is made ("Facility Decommissioning Funds"). Such set aside shall be made from existing MIRA reserves and MIRA shall not otherwise include expenses related to decommissioning the Facility in the Cost of Operation for the remaining term of the MSA.

(b) MIRA hereby agrees to set aside the sum of two million, one hundred fifty-six thousand dollars ($2,156,000) to be used for the payment of contractor severance associated with the suspension of waste combustion and transition to transfer activity contemplated by this Second Amendment ("Contractor Severance Funds"). Any such payments shall be in accordance with that certain amendment to the Facility operating agreement between MIRA and NAES. Pursuant to the terms of such amended Facility operating agreement, such set aside shall be made first through use of the adopted Budget for the Contract Year commencing July 1, 2021, second through transfer of surplus funds identified by MIRA within the overall Facility or Connecticut Solid Waste System ("CSWS") budget, third through use of such reserve funds as may subsequently be established by MIRA for such purpose and last through any such Budget, Facility or CSWS budgets as may subsequently be adopted for the Contract Year commencing July 1, 2022. MIRA shall not include expenses related to Contractor Severance in the Cost of Operation unless all such prior options have been exhausted.

(c) MIRA hereby agrees to set aside the sum of six hundred thousand dollars ($600,000) to be used for the implementation of initial Transfer Station modifications recommended and accepted by MIRA as part of the Transition Contract Awards summarized on Attachment A hereto ("Transfer Station Modification Funds"). Such set aside shall be made from existing MIRA reserves and MIRA shall not otherwise include expenses related to such Transfer Station Modifications in the Cost of Operation for the remaining term of the MSA.

5. Effective July 1, 2022, Exhibit C attached to the Agreement is replaced by Exhibit C included as Attachment C to this Second Amendment.

6. Effective July 1, 2022, the final "WHEREAS" in the Preamble of the MSA is deleted in its entirety and replaced by the following:

"WHEREAS, the Municipality, having reviewed the aforesaid service options and length of terms, has elected to receive short-term Tier 1 services from MIRA;

7. Effective July 1, 2022, the phrase "Tier 1 Long-Term" in Articles 2, 5 and 7 of the MSA are deleted and replaced by the phrase "Tier 1 Short-Term;

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

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

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

WITNESS

________________________ [Signature]

________________________ [Signature]

(Seal)

Town of East Hampton

________________________ [Signature]
Chief Executive Officer

________________________ [Signature]
Keeper of the Seal

WITNESS

________________________ [Signature]

________________________ [Signature]

MATERIALS INNOVATION AND RECYCLING AUTHORITY

________________________ [Signature]
President

ATTACHMENT A

TRANSITION CONTRACT AWARDS

---

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

MSW Transportation (Keystone)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Torrington (Enviro Express)	$ 49.84	$ 51.34	$ 52.88	$ 54.46	$ 56.10
Watertown (Enviro Express)	$ 46.75	$ 48.15	$ 49.60	$ 51.09	$ 52.62

MSW Disposal (Keystone)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Torrington (Enviro Express)	$ 43.26	$ 44.56	$ 45.89	$ 47.27	$ 48.69
Watertown (Enviro Express)	$ 43.26	$ 44.56	$ 45.89	$ 47.27	$ 48.69

Recycling Transportation (Berlin)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Torrington (Enviro Express)	$ 24.72	$ 25.46	$ 26.23	$ 27.01	$ 27.82
Watertown (Enviro Express)	$ 21.63	$ 22.28	$ 22.95	$ 23.64	$ 24.34

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

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

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

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

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

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

MSW Transportation (Preston)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Essex (CWPM)	$ 15.00	$ 15.45	$ 15.91	$ 16.39	$ 16.88

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

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

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

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

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

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

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

- Covanta Sustainable Solutions will accept a monthly minimum of 2,300 tons of MSW subject to a $10 per ton penalty of the minimum is not met.
- Covanta Sustainable Solutions will accept a monthly maximum of 3,400 tons of MSW subject to a $10 per ton penalty of the maximum is exceeded.
- Covanta Sustainable Solutions may accept more than the monthly maximum at its discretion subject to a FY 2023 price of $110 per ton.
- MIRA may choose to deliver Essex MSW to Hartford for combustion during FY 2023 as a year of transition from waste to energy to transfer operations.

6) To Murphy Road Recycling LLC in association with WIN Waste Innovations for the diversion of all Acceptable Solid Waste generated within the boundaries of "Tier 1" Participating Municipalities and currently delivered direct to the CSWS Waste to Energy Facility to the Murphy Road Recycling Transfer Station located at 123 / 143 Murphy Road, Hartford CT for transfer by rail to the WIN Tunnel Hill Reclamation Landfill in New Lexington, Ohio and the WIN Sunny Farms Landfill in Fostoria, Ohio at the pricing shown below:

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

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

7) To Murphy Road Recycling LLC a previously awarded contract effective May 1, 2021 for the conduct of recycling transfer operations at MIRA's Recycling Facility located at 211 Murphy Road, Hartford CT. at the pricing shown below:

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

ATTACHMENT B

PROJECTED TIER 1 SHORT-TERM DISPOSAL FEES

ATTACHMENT B
PROJECTED TIER I SHORT TERM DISPOSAL FEES

Cost of Operation:	Adopted FY 2022	Pending 6/30/2023	Estimated FY 2024	FY 2025	FY 2026	FY 2027	Escalator Refernece
MSW Transportation	$65,215,727	$ 10,151,096	$ 5,153,063	$ 5,308,014	$ 5,466,922	$ 5,631,331	A-1, 3 & 6
MSW Disposal		$ 3,914,468	$ 24,254,782	$ 25,183,550	$ 26,150,233	$ 27,153,683	A-1, 5 & 6
Transfer Station Contract Operations		$ 2,174,000	$ 2,220,134	$ 2,284,338	$ 2,360,468	$ 2,428,582	A-2 & 4
Recycling Contract Operations		$ 2,262,055	$ 2,515,460	$ 2,769,421	$ 3,023,955	$ 3,044,214	A-7
Recycling Transportation		$ 1,327,296	$ 1,367,108	$ 1,408,186	$ 635,154	$ 654,142	A-1 & 3
Authority CSWS Operating Expense		$ 37,150,847	$ 640,000	$ 659,200	$ 678,976	$ 699,345	CPI
Host Community Benefits	$ 1,623,590	$ 1,223,204	$ 89,996	$ 92,696	$ 95,477	$ 98,342	CPI
Insurance	$ 1,051,493	$ 290,000	$ 298,700	$ 307,661	$ 316,891	$ 326,398	CPI
Authority Budget	$ 2,482,915	$ 1,940,398	$ 1,380,000	$ 1,421,400	$ 1,464,042	$ 1,507,963	CPI
MIRA Direct Personnel Services	$ 1,470,582	$ 1,419,258	$ 900,000	$ 927,000	$ 954,810	$ 983,454	CPI
Total Cost of Operation	$ 71,844,307	$ 61,852,622	$ 38,819,244	$ 40,361,467	$ 41,146,929	$ 42,527,456	N/A
Non Disposal Fee Revenue:							
Transfer Station Capacity Shares	$17,907,009	$ 5,166,100	$ -	$ -	$ -	$ -	A-1
Sale of Recovered Products / RECs		$ 12,196,816	$ -	$ -	$ -	$ -	N/A
Other		$ 50,400	$ -	$ -	$ -	$ -	N/A
Total Non Disposal Fee Revenue	$ 17,907,009	$ 17,413,316	$ -	$ -	$ -	$ -	N/A
Net Cost of Operation	$ 53,937,298	$ 44,439,306	$ 38,819,244	$ 40,361,467	$ 41,146,929	$ 42,527,456	N/A
Add Cost of Service Discounts	$ 851,756	$ -	$ -	$ -	$ -	$ -	N/A
Total Rate Base	$ 54,789,054	$ 44,439,306	$ 38,819,244	$ 40,361,467	$ 41,146,929	$ 42,527,456	N/A
Aggregate Tons	443,078	282,976	282,976	282,976	282,976	282,976	N/A
Base Disposal Fee	$ 123.66	$ 157.04	$ 137.18	$ 142.63	$ 145.41	$ 150.29	N/A
Tip Fee Stabilization / Tier 1 Short Term Discount	$ (7,379,708)	$ (11,614,090)	$ (3,730,946)	$ (3,292,219)	$ (2,661,183)	$ (2,629,074)	N/A
Tier 1 Short Term Disposal Fee	$ 107.00	$ 116.00	$ 124.00	$ 131.00	$ 136.00	$ 141.00	N/A

ATTACHMENT C

EXHIBIT C

DESIGNATED WASTE FACILITY AND DESIGNATED RECYCLING FACILITY

Designated Waste Facility: Mid-Connecticut Resource Recovery Facility

Designated Recycling Facility: Mid-Connecticut Resource Recovery Facility

TIER 1 LONG-TERM MUNICIPAL SOLID WASTE MANAGEMENT SERVICES AGREEMENT FOR THE PROVISION OF ACCEPTABLE SOLID WASTE AND ACCEPTABLE RECYCLABLES SERVICES

BETWEEN

CONNECTICUT RESOURCES RECOVERY AUTHORITY

AND

THE TOWN OF EAST HAMPTON

TIER 1 LONG-TERM
MUNICIPAL SOLID WASTE MANAGEMENT SERVICES AGREEMENT
FOR THE PROVISION OF
ACCEPTABLE SOLID WASTE AND ACCEPTABLE RECYCLABLES SERVICES

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PREAMBLE

This Agreement is made and dated as of the 1 day of April, 2013 (the "Effective Date"), by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY** ("CRRA"), a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut (the "State"), and the **TOWN OF EAST HAMPTON** in the State, a municipality and political subdivision of the State (the "Municipality"). CRRA and the Municipality are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, CRRA was established pursuant to the Connecticut Solid Waste Management Services Act (the "Act"), Chapter 446e of the Connecticut General Statutes (the "General Statutes"), as a body politic and corporate, constituting a public instrumentality and political subdivision of the State, for the performance of an essential public and governmental function; and

WHEREAS, under the Act, CRRA has the responsibility and authority to provide Solid Waste disposal and resource recovery systems and facilities, and Solid Waste management services, where necessary and desirable throughout the State; and

WHEREAS, the Municipality has an obligation under Section 22a-220 of the General Statutes to make provision for the safe and sanitary disposal of Solid Waste generated within its corporate boundaries; and

WHEREAS, the Municipality is authorized by Sections 22a-275 and 22a-221 of the General Statutes, inter alia: (i) to enter into a contract with CRRA for Solid Waste processing and disposal services; and (ii) to pay reasonable fees and charges for such services; and

WHEREAS, CRRA owns the Facility, and owns or operates the Transfer Stations; and

WHEREAS, the Parties agree that it is in their mutual interest that CRRA (i) process and dispose of all of the Municipality's Acceptable Solid Waste generated within its corporate boundaries, and (ii) recycle certain Acceptable Recyclables generated within its corporate boundaries, and the Parties desire to enter into this Agreement to set forth their understandings and agreements in connection therewith; and

WHEREAS, in order to provide the Municipality with options for CRRA's provision of the foregoing services, CRRA created short-term and long-term Tier 1 services, Tier 2 services, Tier 3 services and Tier 4 services; and

WHEREAS, under either Tier 1 services option the Municipality would be required to provide all Acceptable Solid Waste generated within its borders to CRRA; and

WHEREAS, under the Tier 2 services option the Municipality would be subject to both minimum and maximum tonnage requirements with respect to Acceptable Solid Waste provided to CRRA; and

WHEREAS, under the Tier 3 services option, the Municipality would be subject to only a minimum tonnage requirement with respect to Acceptable Solid Waste provided to CRRA; and

WHEREAS, under the Tier 4 services option, the Municipality would be subject to both minimum and maximum tonnage requirements with respect to Acceptable Solid Waste provided to CRRA, and would provide both Acceptable Solid Waste and Acceptable Recyclables to CRRA; and

WHEREAS, the Municipality and each other Participating Municipality shall pay a uniform Base Disposal Fee, and pay certain other fees and charges and receive certain discounts, based on the service option and length of term selected; and

WHEREAS, the Municipality, having reviewed the aforesaid service options and length of terms, has elected to receive long-term Tier 1 services from CRRA;

NOW, THEREFORE, in consideration of the undertakings and agreements hereinafter set forth and in reliance upon the preceding representations, the Parties agree as follows:

1. DEFINITIONS

1.1. Incorporation of Recitals

The recitals to this Agreement are incorporated into the body of this Agreement as a part hereof.

1.2. Specific Definitions

Capitalized terms herein have the meanings ascribed to such terms herein or in **Exhibit A** hereto and a part hereof.

1.3. General Definitions and Construction

As used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in this Agreement include the plural as well as the singular;

(b) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles;

(c) 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; and

(d) the words "include" and "including" shall be deemed to be followed by the words "without limitation."

1.4. Incorporation of Procedures

The Procedures attached hereto as **Exhibit B** are incorporated herein by reference.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO ACCEPTABLE SOLID WASTE AND ACCEPTABLE RECYCLABLES; TERM

2.1. Disposal Services to be Provided by CRRA

(a) Subject to the terms of this Agreement, on and after November 16, 2012 (the "Commencement Date"), and continuing during the Term, CRRA shall (i) accept for processing and disposal all Acceptable Solid Waste delivered or caused to be delivered by the Municipality to the Designated Waste Facility, and (ii) recycle all Acceptable Recyclables delivered or caused to be delivered by the Municipality to the Designated Recycling Facility.

(b) CRRA at its option may process and dispose of Solid Waste delivered to the Designated Waste Facility and the Designated Recycling Facility at such Waste Facilities, or CRRA may transport any such Solid Waste to an Alternate Facility for processing and disposal. Prior to any such transport, CRRA shall verify that such Alternate Facility is properly permitted and acceptable to CRRA. All requirements in this Agreement concerning Solid Waste processed and disposed of at the Designated Facilities shall also apply to Solid Waste transported to, and processed and disposed of by CRRA at an Alternate Facility. To avoid doubt, Solid Waste transported to, and processed and disposed of at an Alternate Facility pursuant to this Section 2.1(b), is not Emergency Bypass Waste.

2.2. Municipality to Supply Acceptable Solid Waste and Acceptable Recyclables; Delivery Obligations; CRRA and Municipality Actions With Respect to Delivery Obligations; Requirements Regarding Deliveries

(a) On and after the Commencement Date and continuing during the Term, the Municipality shall deliver or cause to be delivered to the Designated Waste Facility all Acceptable Solid Waste generated within its corporate boundaries.

(b) On and after the Commencement Date and continuing during the Term, the Municipality shall deliver or cause to be delivered to the Designated Recycling Facility all Acceptable Recyclables under its control and collected from residential and municipal generators within its corporate boundaries; including, if applicable, public schools and other locations under the supervision of a Board of Education. Notwithstanding the preceding sentence, the requirements of the preceding sentence shall not apply to any Acceptable Recyclables which are the subject of a written agreement in effect as of July 1, 2010, between the Municipality or the Board of

Education on the one hand, and any Person other than CRRA on the other hand, including any renewal or extension of such written agreement during the Term.

(c) The Municipality shall take reasonable enforcement steps to satisfy its obligations under Section 2.2(a) and Section 2.2(b) (collectively, the "Delivery Obligations"). Notwithstanding the preceding sentence, CRRA shall enforce the Delivery Obligations in the first instance. Such CRRA enforcement shall include the identification of Persons engaging in activities inconsistent with the Delivery Obligations, and the initial response to such activities. If such activities continue, notwithstanding CRRA's enforcement efforts, CRRA shall provide written notice to the Municipality of such activities, together with (i) CRRA's evidence of such activities and (ii) a written summary of CRRA's efforts with respect to such activities. Upon receipt of such notice from CRRA, the Municipality shall take the following enforcement steps (i) verbal direction from the Municipality to the appropriate Person or Persons to cease such activities (with follow-up documentation to CRRA as to such verbal direction), (ii) written direction from the Municipality to the appropriate Person or Persons to cease such activities (with a copy to CRRA), (iii) if not previously implemented by the Municipality, the franchising/permitting of Waste Haulers or the enactment of a flow control ordinance (an "Ordinance"), or both, and (iv) the invocation of the penalty provisions of such franchise/permit system or Ordinance, or both, with written notice to CRRA as to such invocation.

The Municipality shall reasonably defend its franchise/permit system or Ordinance, or both, in any legal, administrative or other adjudicative proceeding filed by any Person with respect to the same, and CRRA shall (i) reasonably cooperate with the Municipality in such defense and (ii) reimburse the Municipality for its reasonable costs with respect thereto.

CRRA may verify the Municipality's enforcement of and compliance with the Delivery Obligations. If at any time CRRA reasonably determines that the Municipality is not enforcing or complying with the Delivery Obligations in a manner consistent with this Section 2.2(c), then CRRA may provide the Municipality with written notice of the same (a "Notice of Non-Compliance with Delivery Obligations"), and the provisions of Article 4 shall be invoked.

(d) Subject to Section 5.1, the Municipality shall pay the Tier 1 Long-Term Disposal Fees and all other amounts payable hereunder, in accordance with the terms hereof.

2.3. Requirements Regarding Acceptable Solid Waste and Acceptable Recyclables

(a) The Municipality agrees that the Acceptable Solid Waste and Acceptable Recyclables delivered by it or on its behalf hereunder:

(i) shall be generated within the Municipality's corporate boundaries, provided that nothing herein shall preclude the Municipality from arranging with any

other Participating Municipality or Participating Municipalities, either through Municipal Collection or Contract Collection as defined in Sections 22a-207(16) and (17) of the General Statutes, for the combined delivery of Acceptable Solid Waste and Acceptable Recyclables generated within such Participating Municipalities, so long as CRRA has received reasonable prior written notice of such arrangement, which written notice shall set forth in form and substance reasonably satisfactory to CRRA, the method of allocation of such combined Acceptable Solid Waste and Acceptable Recyclables among such Participating Municipalities, and CRRA has approved such arrangement in writing; and

(ii) shall otherwise comply with the requirements of this Agreement, the Procedures and all applicable law. To the extent that technical or scientific analyses or determinations are involved, CRRA shall have final authority as to the methods, standards, criteria, evaluation, interpretation and significance of such analyses and determinations.

(b) The Municipality will permit no new deliveries, and will discontinue or cause to be discontinued current deliveries of Solid Waste that do not comply with the provisions of this Section 2.3. Notwithstanding the foregoing, if any Solid Waste not in compliance with the provisions of this Section 2.3, including any Unacceptable Waste, is delivered by or on behalf of the Municipality to any Waste Facility, the same shall be deemed not accepted by CRRA and if discovered at such Waste Facility, may be transported to and disposed of by CRRA at a suitable location inside or outside the State selected by CRRA. CRRA shall make reasonable efforts to identify and promptly obtain reimbursement from the generator or other Person delivering such nonconforming Solid Waste on behalf of such generator, for all costs incurred by CRRA, including fines or penalties, in connection with the transportation, handling or disposal of such nonconforming Solid Waste.

(c) The Municipality shall separate (and shall direct each Waste Hauler that the Municipality has the ability to so direct, to separate) all Nonprocessible Waste from other Acceptable Solid Waste, prior to delivery.

2.4. Compliance with Requirements

CRRA shall determine in its sole but reasonable discretion whether the Solid Waste delivered by or on behalf of the Municipality complies with all requirements of this Agreement. Notice of and a copy of such determination, together with any supporting documentation, shall be provided to the Municipality, and shall be deemed to have been made in accordance with this Section 2.4 and to be correct at the expiration of sixty (60) days after such notice, unless within such sixty (60) day period the Municipality shall have filed with CRRA a written objection, stating that such determination is incorrect and stating the changes therein which should be made to correct such determination. CRRA shall accept or reject the Municipality's objection in whole or in part within forty-five (45) days of CRRA's receipt of such objection. Notice and a copy of CRRA's decision

with respect to such objection will be provided to the Municipality within three (3) days of the date of decision. Where CRRA has rejected all or any part of the Municipality's objection, then CRRA, acting by its designated hearing officer, who shall be a municipal official member of the CRRA Board of Directors, shall so notify the Municipality and shall thereafter conduct a hearing on the matter. Such hearing shall take place within forty-five (45) days following the date on which notice of CRRA's decision has been mailed to the Municipality. The Municipality shall be accorded a full and meaningful opportunity to participate in the hearing and to present such evidence and testimony as may be material. Following such hearing, the hearing officer shall draft a memorandum of decision which shall include findings of fact and a statement of conclusion. The memorandum of decision shall be provided to the Municipality within three (3) days of the date of such decision. The memorandum of decision shall be considered a final adjudication of the issues unless, within thirty (30) days from the date of such memorandum of decision, a Party commences an action in the Superior Court of the State.

2.5. Requirements Regarding Deliveries; Title to Acceptable Solid Waste and Acceptable Recyclables

(a) All deliveries of Acceptable Solid Waste and Acceptable Recyclables hereunder, shall conform to the requirements of this Agreement and the Procedures, and shall be delivered in vehicles conforming to the requirements of this Agreement and the Procedures.

(b) The Municipality shall take no action that would result in a misidentification as to the source of Solid Waste delivered to any Waste Facility.

(c) The Municipality shall make or cause to be made regular deliveries of Acceptable Solid Waste and Acceptable Recyclables to the Designated Facilities, during the regular operating hours thereof.

(d) Title to Acceptable Solid Waste and Acceptable Recyclables delivered by or on behalf of the Municipality, shall pass to CRRA at the time that CRRA accepts such Acceptable Solid Waste and Acceptable Recyclables, upon CRRA's determination that such Acceptable Solid Waste and Acceptable Recyclables meet all requirements of this Agreement and the Procedures.

2.6. Designated Facilities; CRRA Selection of New Designated Facilities

The Municipality's Designated Waste Facility and Designated Recycling Facility as of the Effective Date (collectively, the "Original Designated Facilities") are listed on **Exhibit C** hereto and a part hereof. Subject to this Section 2.6 and after reasonable prior written notice to the Municipality, CRRA may from time to time and after consultation with the Municipality, select a new Designated Facility or Designated Facilities, and the Municipality shall thereafter deliver or cause to be delivered to such new Designated Facility or Designated Facilities, all Acceptable Solid Waste or Acceptable Recyclables (or both) hereunder. Prior to any such selection, CRRA shall verify that any such new

Designated Facility or Designated Facilities is/are properly permitted and acceptable to CRRA. CRRA shall credit or reimburse the Municipality for any additional delivery costs incurred by the Municipality for the delivery of Acceptable Solid Waste or Acceptable Recyclables to such new Designated Facility or Designated Facilities (not to exceed the actual costs thereof), as compared to the Municipality's delivery costs to the Original Designated Facilities, as demonstrated by the Municipality and agreed to by CRRA, both in a commercially reasonable manner. To avoid doubt, Solid Waste transported to, and processed and disposed of at a new Designated Facility or Designated Facilities pursuant to this Section 2.6, is not Emergency Bypass Waste.

CRRA shall continue operating the Torrington Transfer Station and the Watertown Transfer Station for the receipt of Acceptable Solid Waste and Acceptable Recyclables during the Term, and shall not select a new Designated Facility in substitution for the Torrington Transfer Station or the Watertown Transfer Station during the Term, without the consent of the Municipality. Notwithstanding the preceding sentence, the CRRA obligations in such sentence shall be void and without further force and effect (i) with respect to the Torrington Transfer Station, if the Torrington Transfer Station does not process during each Contract Year (reduced proportionally for the first Contract Year) at least 38,500 Tons of Acceptable Solid Waste, and (ii) with respect to the Watertown Transfer Station, if the Watertown Transfer Station does not process during each Contract Year (reduced proportionally for the first Contract Year) at least 99,000 Tons of Acceptable Solid Waste.

2.7. Emergency Bypass Waste; Force Majeure

Subject to this Section 2.7, to the extent CRRA determines that it cannot accept the Municipality's Solid Waste at either Designated Facility (or both), CRRA shall first redirect Spot Waste, Contract Waste and other Solid Waste not covered by any Municipal Solid Waste Management Services Agreement, which in each case CRRA has the right to so redirect without penalty or incurring any cost, to an Alternate Facility. After such redirection(s), if CRRA still cannot accept the Municipality's Solid Waste at either Designated Facility or at both Designated Facilities, then CRRA may redirect such Solid Waste ("Emergency Bypass Waste") to an Alternate Facility or Alternate Facilities selected by CRRA, and if such inability to accept is caused by a Force Majeure Event, consented to by the Municipality, which consent shall not be unreasonably withheld or delayed. Prior to any such redirection of Emergency Bypass Waste, CRRA shall verify that such Alternate Facility is properly permitted and acceptable to CRRA. The Municipality may in its discretion and with prior written notice to CRRA, elect alternate arrangements ("Alternate Arrangements"), for the disposal of the Municipality's Solid Waste necessitated by, and for the duration of any Force Majeure Event. Any additional costs incurred by CRRA in connection with its redirection of Emergency Bypass Waste not caused by a Force Majeure Event shall be paid by CRRA. For all Emergency Bypass Waste which is redirected by CRRA as the result of a Force Majeure Event and with respect to which the Municipality has not elected Alternate Arrangements, the Municipality shall pay CRRA the Tier 1 Long-Term Disposal Fees and any applicable Transfer Station Fuel Surcharge, plus the incremental costs, if any, incurred by CRRA in connection with the transportation and disposal of such Emergency Bypass Waste, as

demonstrated by CRRA in a commercially reasonable manner. CRRA shall use commercially reasonable efforts to overcome promptly any inability to accept the Municipality's Solid Waste at either Designated Facility.

2.8. Effective Date; Duration of Contract

This Agreement shall be effective as of the Effective Date; however, the obligations of the Parties shall begin on the Commencement Date and shall continue for fifteen (15) Contract Years (the "Term"). This Agreement shall expire at 11:59 p.m., on June 30, 2027.

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

3.1. Budget

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

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

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

As a Tier 1 Long-Term Municipality, the Municipality shall receive the Service Discount off the Base Disposal Fee. The Base Disposal Fee, net of the Service Discount, is the "Tier 1 Long-Term Disposal Fee."

(b) In addition to the Tier 1 Long-Term Disposal Fee, the Municipality shall pay (i) any Transfer Station Fuel Surcharge assessed by CRRA and calculated pursuant to

Exhibit D hereto and a part hereof, for each Ton of Acceptable Solid Waste delivered to a Transfer Station, and (ii) any additional fees or surcharges set by CRRA during the Budget Process for particular categories of Solid Waste; provided, however, that CRRA shall not charge and the Municipality shall not pay any tip fee for Acceptable Recyclables delivered to the Designated Recycling Facility.

(c) On or before February 29, 2012, CRRA shall adopt the Budget for the first Contract Year and provide a copy thereof, together with the level of the Tier 1 Long-Term Disposal Fee and of any additional amounts payable pursuant to Section 3.2(b), for the first Contract Year, to the Authorized Representative of the Municipality.

On or before the last day of February preceding Contract Year 2 and each subsequent Contract Year, CRRA shall adopt the Budget for such Contract Year and provide a copy thereof, together with (i) the level of the Tier 1 Long-Term Disposal Fee, (ii) the level of the Transfer Station Fuel Surcharge (if assessed), together with any additional fees and/or surcharges pursuant to Section 3.2(b), and (iii) the level of the Opt-Out Disposal Fee, including any Additional Opt-Out Costs, pursuant to Section 3.2(e), all for such Contract Year, to the Authorized Representative of the Municipality.

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

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

Opt-Out Disposal Fees

Contract Year	Opt-Out Disposal Fee
1	$61.00
2	$61.00 + any Additional Opt-Out Costs
3	$62.00 + any Additional Opt-Out Costs
4 and each subsequent Contract Year	The amount calculated pursuant to **Exhibit E** hereto + any Additional Opt-Out Costs

As indicated above and commencing with Contract Year 2, the Opt-Out Disposal Fee shall include the per-Ton amount (calculated on the basis of all Acceptable Solid Waste delivered to the Connecticut Solid Waste System) of any Connecticut Solid Waste System costs or expenses required of CRRA and resulting from (i) any Change in Law, or (ii) year-over-year increases to the PILOT. Any amounts so added to the Opt-Out Disposal Fee pursuant to the foregoing clause (i) or clause (ii), or both, are the "Additional Opt-Out Costs").

3.3. Most Favored Nation

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

(b) With respect to Acceptable Recyclables, and provided that no Notice of Non-Compliance with Delivery Obligations has been issued by CRRA or any other Municipality event of default exists hereunder, the Municipality shall be entitled to the more favorable of the rights provided (i) hereunder, or (ii) under any other contract (an "MFN Recycling Contract") with the same or substantially the same terms and conditions other than such rights (the "MFN Recycling Rights") but including the same length of term, executed by CRRA after the Commencement Date with a Connecticut municipality other than a Participating Municipality, for the delivery of Acceptable Recyclables to the Designated Recycling Facility.

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

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

3.4. Recycling Program

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

4. FAILURE TO ENFORCE DELIVERY OBLIGATIONS

4.1. Failure to Enforce Delivery Obligations

Subject to Section 4.2, if the Municipality receives a Notice of Non-Compliance with Delivery Obligations and fails to take reasonable steps to remedy the conditions prompting such notice; including, if not previously implemented by the Municipality, the passage of an Ordinance or the creation of a franchise/permit system for Waste Haulers, then CRRA may terminate this Agreement. CRRA may so terminate this Agreement

either (i) one hundred eighty (180) days after the expiration of the period for the filing by the Municipality of an objection to a Notice of Non-Compliance with Delivery Obligations (if no such objection is filed), or (ii) one hundred eighty (180) days after the issuance by a Review Panel of a memorandum of decision upholding a Notice of Non-Compliance with Delivery Obligations.

4.2. Municipal Right to Object to Notice of Non-Compliance with Delivery Obligations

The Notice of Non-Compliance with Delivery Obligations shall be binding on the Municipality at the expiration of sixty (60) days after the date of such notice, unless within such sixty (60) day period the Municipality shall have filed with CRRA a written objection thereto, containing the Municipality's reasons and evidence supporting such objection. CRRA shall review such objection, and accept or reject such objection in whole or in part within forty five (45) days of CRRA's receipt of such objection. CRRA shall provide the Municipality with notice of and a copy of CRRA's decision with respect to such objection within three (3) days of the date of CRRA's decision. If CRRA has rejected all or any part of the Municipality's objection in such decision, the President of CRRA shall promptly designate a review panel (a "Review Panel") consisting of one representative from CRRA (who shall act as chairperson of the Review Panel), one representative who shall be the Municipality's Town Manager or Director of Public Works, and one representative mutually agreeable to the other two (2) Review Panel members, who shall be a municipal official member of the CRRA Board of Directors. The Review Panel shall conduct a hearing on the matter within forty five (45) days following the date on which CRRA's decision was mailed to the Municipality. The Municipality shall be accorded a full and meaningful opportunity to participate in the hearing and to present such evidence and testimony as may be material to the proceeding. Within ten (10) days following such hearing, the Review Panel shall decide by majority vote whether to overturn or uphold the Notice of Non-Compliance with Delivery Obligations. The chairperson shall draft a memorandum of decision which shall include findings of fact and a statement of conclusion. The memorandum of decision shall be provided to the Municipality within three (3) days of the date of such memorandum of decision. The memorandum of decision shall be a final adjudication of the matter unless, within thirty (30) days from the date of such memorandum of decision, a Party commences an action in the Superior Court of the State.

5. INVOICING; SUMS DUE ON EXPIRATION

5.1. Invoicing

On or before the fifteenth (15th) Business Day following the end of each Billing Period, CRRA shall provide the Municipality with an invoice setting forth the Tier 1 Long-Term Disposal Fees (net of amounts billed to Waste Haulers) and any other charges or fees due and payable for such Billing Period, together with any other amounts then due. Each invoice shall set forth the actual Tons of Acceptable Solid Waste delivered by or on behalf of the Municipality and accepted by CRRA during such Billing Period, multiplied by the Tier 1 Long-Term Disposal Fee. On or before the twentieth (20th) day following

the date of such invoice (the "Due Date"), the Municipality shall pay CRRA or its designee the full amount of such invoice. CRRA shall notify the Municipality in writing as to the identity of any such designee. If the Due Date is a Sunday, a holiday or any other day which is not a Business Day, the next following Business Day shall be the Due Date. Amounts billed to Waste Haulers on behalf of the Municipality and any additional relevant information shall be contained in a monthly statement provided to the Municipality with the aforesaid invoice. The Municipality agrees that: (i) the monthly invoices issued pursuant to this Section 5.1 may not require the current payment of all amounts for which the Municipality is then liable under this Agreement, and (ii) the Municipality shall remain liable for payment of such amounts notwithstanding the deferral of the time at which the payment of such amounts is required. Without limitation of the preceding sentence, the Municipality shall not be responsible to CRRA for the payment of amounts billed by CRRA to Waste Haulers. All Tier 1 Long-Term Disposal Fees and other amounts for which the Municipality is liable hereunder shall be current expenses of the Municipality.

5.2. Failure to Pay Invoice

If payment in full of any invoice rendered by CRRA is not made on or before the Due Date, a delayed-payment charge of the greater of one and one-half percent (1 & ½%) per Month or fifty dollars ($50.00) shall be assessed on all past due amounts, which delayed-payment charge shall become immediately due and payable to CRRA as liquidated damages for failure to make prompt payment, and shall be reflected in the invoice for the following Month. In addition to, and not in limitation of the foregoing, if payment in full of any invoice rendered by CRRA is not made on or before the Due Date and such non-payment continues uncured for a period of thirty (30) days after written notice of such non-payment from CRRA to the Municipality, then CRRA may in its sole and absolute discretion, cease accepting Acceptable Solid Waste and Acceptable Recyclables from the Municipality until all outstanding invoices, delayed payment charges and any other payments which have become due, are paid in full. No such cessation by CRRA shall relieve the Municipality from any of its obligations hereunder.

5.3. Sums Due upon Expiration of this Agreement

Subject to the terms of this Agreement, including Section 5.1 and Section 5.2, any amounts due to CRRA from the Municipality upon the expiration or earlier termination of this Agreement shall be paid by the Municipality on or before sixty (60) days after the date on which any invoice containing such amount is presented to the Municipality. Such amounts may include the Municipality's Municipal Share of all costs (including any costs of borrowing) incurred by CRRA as a result of the payment by the Municipality or any other Participating Municipality of less than the full amount owed pursuant to this Agreement or any other Municipal Solid Waste Management Services Agreement. The Parties agree that this Section 5.3 is intended to permit CRRA to fulfill the purpose contained in Section 22a-262(a)(2) of the General Statutes, as the same may be amended, supplemented or superseded from time to time, to provide Solid Waste management services, and to produce from its provision of such services, revenues sufficient to provide for the support of CRRA and its operations on a self-sustaining basis. The

provisions of this Section 5.3 shall survive the expiration or earlier termination of this Agreement.

6. COVENANTS BY AUTHORITY AND PLEDGE OF STATE

6.1. Records and Accounts

CRRA shall keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of the transactions relating to this Agreement, including records of the quantity and characteristics of Acceptable Solid Waste and Acceptable Recyclables delivered by or on behalf of the Municipality and accepted by CRRA. Such books shall be available for inspection by the Authorized Representative of the Municipality, upon reasonable prior written notice to CRRA.

6.2. Scales

CRRA shall provide and use scales for determining the quantity of Acceptable Solid Waste and Acceptable Recyclables delivered to the Connecticut Solid Waste System by or on behalf of the Municipality. In the event of a dispute as to the accuracy of such scales, the Municipality shall provide written notice of the same to CRRA. Within fifteen (15) days of its receipt of such notice, CRRA have its scales tested for accuracy. If such test reveals that CRRA's scales are in compliance with the tolerances permitted by the State of Connecticut Department of Consumer Protection, then the Municipality shall pay CRRA's reasonable expenses for such tests and the Municipality shall withdraw its dispute. Alternatively, if such test reveals that CRRA's scales are not in compliance with the aforementioned tolerances (whether such non-compliance has resulted in underweights or overweights), then CRRA shall have its scales recalibrated, and CRRA shall pay the Municipality's expenses for such tests and recalibration.

6.3. Right of Inspection

Upon reasonable prior notice to CRRA, CRRA shall permit the Authorized Representative of the Municipality, or his or her designee, to enter the Designated Facilities during usual business hours and to inspect the same, for the purpose of monitoring CRRA's performance under this Agreement. The Municipality shall notify CRRA in writing as to the identity of any such designee.

6.4. Insurance

CRRA shall at all times maintain or cause to be maintained with responsible insurers, all such insurance as is customarily maintained with respect to facilities of like character to the Waste Facilities and as may be reasonably required and obtainable within limits and at costs deemed reasonable by CRRA, against loss or damages, use and occupancy, and public and other liability, to the extent reasonably necessary to protect the interest of CRRA and of the Participating Municipalities.

6.5. Certain Provisions Executory

The provisions of this Agreement requiring expenditure of monies by CRRA shall be deemed executory to the extent that CRRA shall have monies legally available for such purposes, and no monetary liability on account thereof shall be incurred by CRRA beyond monies legally available for such expenditures.

6.6. Pledge of State

In accordance with the Act CRRA hereby includes the following pledge and undertaking for the State:

> The state of Connecticut does hereby pledge to and agree with the holders of any bonds and notes issued under this chapter and with those parties who may enter into contracts with CRRA pursuant to the provisions of this chapter that the state will not limit or alter the rights hereby vested in CRRA until such obligations, together with the interest thereon, are fully met and discharged and such contracts are fully performed on the part of CRRA, provided nothing contained herein shall preclude such limitation or alteration if and when adequate provision shall be made by law for the protection of the holders of such bonds and notes of CRRA or those entering into such contracts with CRRA. CRRA is authorized to include this pledge and undertaking for the state in such bonds and notes or contracts. (Section 22a-274 of the General Statutes.)

7. ADDITIONAL AGREEMENTS

7.1. Obligation of Municipality to Make Payments

The Municipality agrees that its obligation to pay the Tier 1 Long-Term Disposal Fees and all other amounts which shall become due hereunder (including any delayed-payment charges), and the costs and expenses of CRRA and its representatives incurred in the collection of any overdue payments from the Municipality, whether to CRRA or to the trustee of any Bonds: (i) shall, absent manifest error, be absolute and unconditional; (ii) shall not be subject to any abatement, reduction, setoff, counter-claim, recoupment, defense (other than payment itself) or other right which the Municipality may have against CRRA, any trustee or any other Person for any reason whatsoever; (iii) shall not be affected by any defect in title, compliance with the plans and specifications, condition, design, fitness for use of, or any damage to or loss or destruction of any Waste Facility; and (iv) so long as CRRA continues to render its services of accepting Acceptable Solid Waste and Acceptable Recyclables delivered by or on behalf of the Municipality to the extent required by the terms of this Agreement, shall not be affected by any interruption or cessation in the possession, use or operation of any Waste Facility by CRRA or any operator thereof for any reason whatsoever. All payment obligations of the Municipality shall survive the expiration or earlier termination of this Agreement.

7.2. Indemnification

(a) Subject to the terms and conditions hereof and to the extent permitted by law, the Municipality shall protect, indemnify and hold harmless CRRA and its officers, directors, members, employees and agents (individually, a "CRRA Indemnified Party") from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits or actions (including reasonable counsel and consultant fees and expenses, court costs and other litigation expenses), suffered or incurred, directly or indirectly arising out of, related to or with respect to this Agreement, and will defend the CRRA Indemnified Parties in any suit, including appeals, for (a) personal injury to, or death of any individual or individuals, or loss or damage to property arising out of the Municipality's performance (or non-performance) of its obligations hereunder, (b) the Municipality's breach of any obligation herein contained, or (c) any misrepresentation or breach of warranty by the Municipality hereunder. The Municipality shall not, however, be required to reimburse or indemnify any CRRA Indemnified Party for loss or claim due to the willful misconduct or negligence of such CRRA Indemnified Party, and the CRRA Indemnified Party whose willful misconduct or negligence is adjudged to have caused such loss or claim will reimburse the Municipality for the costs of defending any suit as required above. A CRRA Indemnified Party shall promptly notify the Municipality of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Municipality the opportunity to defend such claim, and shall not settle such claim without the approval of the Municipality. These indemnification provisions are for the protection of the CRRA Indemnified Parties only and shall not establish, of themselves, any liability to third parties.

(b) Subject to the terms and conditions hereof and to the extent permitted by law, CRRA shall protect, indemnify and hold harmless the Municipality and its officers, directors, members, employees and agents (individually, a "Municipal Indemnified Party") from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits or actions (including reasonable counsel and consultant fees and expenses, court costs and other litigation expenses), suffered or incurred, directly or indirectly arising out of, related to or with respect to this Agreement, and will defend the Municipal Indemnified Parties in any suit, including appeals, for (a) personal injury to, or death of any individual or individuals, or loss or damage to property arising out of CRRA's performance (or non-performance) of its obligations hereunder, (b) CRRA's breach of any obligation herein contained, or (c) any misrepresentation or breach of warranty by CRRA hereunder. CRRA shall not, however, be required to reimburse or indemnify any Municipal Indemnified Party for loss or claim due to the willful misconduct or negligence of such Municipal Indemnified Party, and the Municipal Indemnified Party whose willful misconduct or negligence is adjudged to have caused such loss or claim will reimburse CRRA for the costs of defending any suit as required above. A Municipal Indemnified Party shall promptly notify CRRA of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give CRRA the opportunity to defend such claim, and shall not settle such claim without the approval of CRRA. These indemnification provisions are for the

protection of the Municipal Indemnified Parties only and shall not establish, of themselves, any liability to third parties.

7.3. Default by the Municipality and Remedies of CRRA

The Municipality shall be in default hereunder if: (1) subject to the one hundred eighty (180) day period in Section 4.1, the Municipality has failed to perform its Delivery Obligations, as evidenced either by the issuance by CRRA of a Notice of Non-Compliance with Delivery Obligations that is not timely objected to by the Municipality, or the issuance by a Review Panel of a memorandum of decision pursuant to Section 4.2 concluding that such failure to perform has occurred; (2) payment in full of any invoice rendered by CRRA is not made on or before the Due Date, and such failure continues uncured for a period of thirty (30) days after written notice from CRRA of such failure; or (3) the Municipality shall have materially failed to comply with any of its other obligations hereunder and such failure continues uncured for a period of thirty (30) days after written notice from CRRA of such failure. Without limitation of CRRA's right to terminate this Agreement pursuant to Section 4.1 for any default under subsection (1) of this Section 7.3, CRRA shall have all the remedies prescribed by law and this Agreement after any default by the Municipality hereunder, including the right to refuse the Municipality's Acceptable Solid Waste and Acceptable Recyclables. Notwithstanding the initiation or continuance of any remedy by CRRA, the Municipality shall remain obligated to make the payments required hereunder. In addition, the Municipality acknowledges that CRRA is entitled to sue the Municipality for injunctive relief, mandamus, specific performance, or to exercise such other legal or equitable remedies not herein excluded, to enforce the Municipality's obligations hereunder.

7.4. Default by CRRA and Remedies of the Municipality

Failure on the part of CRRA in any instance or under any circumstances to observe or fully perform any obligation imposed on it by this Agreement or by law shall not (i) make CRRA liable in damages to the Municipality, so long as CRRA acts promptly to remedy the failure to observe or fully perform such obligation after such failure has been brought to its attention in writing or, so long as Acceptable Solid Waste and Acceptable Recyclables delivered by or on behalf of the Municipality shall be processed and disposed of pursuant to the terms of this Agreement, or (ii) relieve the Municipality of its obligations to make the payments required hereby or to fully perform any of its other obligations hereunder. CRRA acknowledges that the Municipality is entitled to sue CRRA for injunctive relief, mandamus or specific performance, or to exercise such other legal or equitable remedies not herein excluded, to enforce CRRA's obligations hereunder.

CRRA shall not be in default of this Agreement if the operation of either of the Designated Facilities, or of any other Waste Facility constituting part of the Connecticut Solid Waste System, shall be delayed or interrupted by a Force Majeure Event.

7.5. Levy of Taxes and Cost Sharing or Other Assessment

To the extent that the Municipality shall not make provisions or appropriations necessary to provide for and authorize the payment by the Municipality to CRRA of the payments required hereunder, the Municipality shall levy and collect all general or special taxes, or cost sharing or other assessments, to the full extent permitted by the laws of the State, as may be necessary to make any such payment in full when due hereunder.

7.6. Enforcement of Collections

The Municipality will diligently enforce or levy and collect all taxes, cost sharing or other assessments or fees, rentals or other charges for the collection of Acceptable Solid Waste and Acceptable Recyclables, and will take all lawful actions, including the commencement and prosecution of any appropriate proceeding, for the enforcement and collection of such taxes, cost sharing or other assessments or fees, rentals or other charges lawfully levied which shall become delinquent, to the full extent permitted by the laws of the State.

7.7. Disputes on Billing

In the event of any dispute as to any portion of any invoice presented to the Municipality hereunder, the Municipality shall nevertheless pay the full amount of such disputed charge(s) by the Due Date, and shall provide within thirty (30) days after the Due Date, written notice of such dispute to CRRA. Such notice shall identify the disputed invoice, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges until the aforesaid notice is provided. The dispute shall be resolved in accordance with the provisions for dispute resolution set forth in Section 7.17. In the event that the Municipality prevails in such dispute, CRRA shall within thirty (30) days of the final adjudication of such dispute, refund to the Municipality all disputed payments to which the Municipality is entitled, plus interest at the rate of one and one-half percent (1 & ½%) per Month.

7.8. Further Assurances

At any and all times CRRA and the Municipality (so far as it may be authorized by law) shall pass, make, do, execute, acknowledge, and deliver any and every such further resolution or ordinance, acts, deeds, conveyances, assignments, transfers, and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning, and confirming all and singular the rights, Tier 1 Long-Term Disposal Fees and other funds pledged or assigned, or intended so to be, or which CRRA or Municipality, as the case may be, may heretofore or hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of any such resolution or ordinance, or to comply with this Agreement or the Act.

7.9. Amendments

This Agreement may be amended from time to time by a writing duly authorized and executed by the Parties.

7.10. Severability

If any provision of this Agreement shall for any reason be determined to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

7.11. Execution of Documents

This Agreement may be executed in any number of original or facsimile counterparts and as separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument. If the Parties elect to execute this Agreement by facsimile or other electronic means, the same shall have the same force and effect as if this Agreement had been manually executed by the Parties in one complete document, and the Parties shall exchange wet-signature original signature pages within a reasonable time after such execution.

7.12. Waiver; Amendment

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver or amendment hereof must be in writing and signed by the Party against whom such waiver or amendment is to be enforced. If any covenant or agreement contained in this Agreement is breached by any Party and thereafter waived by any other Party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach of this Agreement. Making payments pursuant to this Agreement during the existence of a dispute shall not constitute a waiver of any claims or defenses of the Party making such payment.

7.13. Entirety

This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties relating to the subject matter hereof, and constitutes the entire agreement between the Parties.

7.14. Notices, Documents and Consents

All notices or other communications required to be given or authorized to be given by either Party hereunder shall be in writing and shall be served personally, or sent by certified or registered mail, or recognized overnight carrier to the Municipality at: 20 East High Street, East Hampton, CT 06424 (Attention: Town Manager); and to CRRA at: 100

Constitution Plaza, Sixth Floor, Hartford, Connecticut 06103 (Attention: President). All notices sent by certified or registered mail, or recognized overnight carrier shall be effective when received.

7.15. Conformity with Laws

The Parties agree to abide by and to conform to all applicable laws of the United States of America, the State or any political subdivision thereof having any jurisdiction over the premises. However, nothing in this Section 7.15 shall require either Party to comply with any law, the validity or applicability of which shall be contested in good faith and, if necessary or desirable, by appropriate legal proceedings.

7.16. Assignment

Except as specifically set forth herein, neither Party may assign any interest herein to any Person without the consent of the other Party, and any assignment hereof, in whole or in part, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of each Party. Nothing herein contained, however: (i) shall prevent the reorganization of either Party nor prevent any other body corporate and politic succeeding to the rights, privileges, powers, immunities, liabilities, disabilities, functions and duties of a Party, as may be authorized by law, in the absence of any prejudicial impairment of any obligation of contract hereby imposed; or (ii) shall preclude the assignment by CRRA for the benefit of any holders of its Bonds, of its rights and obligations hereunder, of any or all of the monies to be received hereunder or of the proceeds of its Bonds. The Municipality specifically agrees to the assignment thereof to the trustee of any such Bonds, of the specific CRRA rights permitted hereunder.

7.17. Dispute Resolution

All disputes, differences, controversies or claims pertaining to or arising out of or relating to this Agreement or the breach hereof (other than any dispute concerning CRRA's issuance of Notice of Non-Compliance with Delivery Obligations, which dispute shall be resolved pursuant to Section 4.2), which the Parties are unable to resolve themselves, shall be resolved by a court of competent jurisdiction in the State (including the appellate courts thereof), unless the Parties agree to do so by arbitration or mediation. Any arbitration or mediation proceedings shall be held in Hartford, Connecticut.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
[SIGNATURE PAGE FOLLOWS]

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

WITNESS

[Signature]
Bernice C Bartlett

[Signature]
Joan Campbell

(Seal)

TOWN OF EAST HAMPTON

[Signature]
Chief Executive Officer

[Signature] Asst
Keeper of the Seal Bernice C. Bartlett, Asst

WITNESS

[Signature]

[Signature]

(Seal)

CONNECTICUT RESOURCES RECOVERY AUTHORITY

[Signature]
President

[SIGNATURE PAGE TO TIER 1 LONG-TERM MUNICIPAL SOLID WASTE MANAGEMENT SERVICES AGREEMENT]

EXHIBIT A
DEFINITIONS

As used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms listed in this section shall have the following meanings:

"Acceptable Recyclables" has the meaning set forth in the Procedures.

"Acceptable Solid Waste" means Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of the Municipality and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws, and the Procedures, for processing by and disposal by CRRA hereunder. Acceptable Solid Waste shall include the following: (i) scrap wood not exceeding six (6) feet in length or width or four (4) inches in thickness; (ii) single trees and large tree limbs not exceeding six (6) feet in length or four (4) inches in diameter and with branches cut to within six (6) inches of the trunk or limb, as the case may be; (iii) metal pipes, tracks and banding or cable and wire not exceeding three (3) feet in length and one and one-half (1 & 1/2) inches in diameter; (iv) cleaned and emptied cans or drums not exceeding five (5) gallons in capacity and with covers removed; (v) automobile tires without rims exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day-to-day basis; (vi) paper butts or rolls, plastic or leather strappings or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and cut in half lengthwise; (vii) Nonprocessible Waste; and (viii) any other Solid Waste deemed acceptable by CRRA in its sole discretion; provided, however, that Acceptable Solid Waste shall not include Acceptable Recyclables or other materials required to be recycled in accordance with Section 22a-241(b) of the General Statutes.

"Act" has the meaning set forth in the Recitals.

"Additional Opt-Out Costs" has the meaning set forth in Section 3.2(e).

"ADP" has the meaning set forth in **Exhibit D**.

"Aggregate Tons" means for any relevant period, the total Tons of Acceptable Solid Waste delivered to the Connecticut Solid Waste System, other than Contract Waste or Spot Waste.

"Agreement" means this Tier 1 Long–Term Municipal Solid Waste Management Services Agreement.

"Alternate Arrangements" has the meaning set forth in Section 2.7.

"Alternate Facility" means any Waste Facility other than the Designated Waste Facility or the Designated Recycling Facility, as determined by the context.

"Annual Period" has the meaning set forth in **Exhibit D**.

"Authorized Representative of the Municipality" means (i) any officer, employee, elected official or other Person eligible under, and properly authorized by applicable law to act on behalf of the Municipality for purposes of this Agreement; or (ii) the chief executive officer of the Municipality.

"Base Disposal Fee" has the meaning set forth in Section 3.2(a).

"Billing Period" means a Month and shall end on the last Day of each Month.

"Bond" (or "Bonds") means: (i) any bond or bonds, notes or other evidence of indebtedness issued by CRRA to pay for any portion of the Cost of Operation; or (ii) bonds, notes or other evidence of indebtedness issued by CRRA in substitution for, in lieu of, or to refund, retire or pay any such bond or bonds, notes or other evidences of indebtedness.

"Budget" has the meaning set forth in Section 3.1.

"Business Day" means a day when CRRA's headquarters is open for business.

"Capital Addition" means a fixed-asset addition or modification to the Facility or any other Waste Facility or Waste Facilities, with a dollar cost greater than ten (10) million dollars ($10,000,000.00).

"Change in Law" means any of the following events or conditions having an impact on CRRA's costs and expenses to provide its services hereunder:

(a) the adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation after the Effective Date, of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, unless such law, regulation, rule, requirement, ruling or ordinance was on or prior to the Effective Date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, state or local governmental body, administrative agency or governmental official having jurisdiction;

(b) the order and/or judgment of any federal, state or local court, administrative agency, or governmental officer or body after the Effective Date, if such order and/or judgment is not also the result of willful or negligent action or lack of reasonable diligence of the Party effected thereby, provided that the contesting in good faith or the failure to contest any such order and/or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the Party affected thereby; or

(c) the denial of an application for or suspension, termination, interruption, imposition of a new condition in connection with the renewal or failure of renewal after the Effective Date of any permit, license, consent, authorization or approval necessary to CRRA's performance of this Agreement, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Party affected thereby, provided that the contesting in good faith or the failure to contest any such

suspension, termination, interruption or failure of renewal shall not be construed as willful or negligent action or a lack of reasonable diligence of the Party affected thereby.

A "Change in Law" shall not include any of the aforesaid events or conditions solely necessitating a Capital Addition.

"Commencement Date" has the meaning set forth in Section 2.1(a).

"Connecticut Solid Waste System" means, collectively, the Facility, the Transfer Stations located in the municipalities of Ellington, Essex, Torrington and Watertown, and the Recycling Facility, together with any additional Waste Facility or Waste Facilities determined by CRRA to be economically and/or operationally necessary to fulfill its statutory mission.

"Contract Waste" means Acceptable Solid Waste delivered to the Connecticut Solid Waste System by Persons other than (i) Participating Municipalities, and (ii) Waste Haulers, with respect to Acceptable Solid Waste generated within the boundaries of any Participating Municipality, that is delivered under a contract with CRRA having a term which includes all or a portion of the relevant Contract Year.

"Contract Year" means each twelve-Month period during the Term commencing on July 1 of each year and ending on June 30th of the following year, except that the first Contract Year shall begin on the Commencement Date and end on the following June 30th. For example, the first Contract Year shall begin on the Commencement Date and shall end on June 30, 2013; the second Contract Year shall begin on July 1, 2013, and shall end on June 30, 2014, and so forth.

"Cost of Operation" means, for any relevant period, the greater of: (i) the sum of all CRRA costs and expenses resulting from or necessitated by the ownership, operation and maintenance of, and renewals and replacements to the Connecticut Solid Waste System; or (ii) the rendering of services by CRRA to the Municipality and the other Participating Municipalities pursuant to this Agreement and the other Municipal Solid Waste Management Services Agreements; in either event including without duplication the following items of cost or expense:

(a) operation, maintenance and administrative expense of the Connecticut Solid Waste System, including insurance, disposal expense for Residue, Recycling Residue and Emergency Bypass Waste, renewals, replacements, repairs, extensions, enlargements, alterations or improvements (including any Capital Addition);

(b) any amounts to be paid or accrued to pay the principal and sinking fund installments of, the interest and any redemption premiums on, and all other costs of any Bonds, and any other costs and expenses incurred in connection with Bonds;

(c) the amounts of any CRRA deficits (including costs of collection) resulting from the failure to receive, when and as due: (i) sums payable to CRRA by any Participating Municipality or by any other Person with respect to services provided by CRRA pursuant to this Agreement or to any other Municipal Solid Waste Management

Services Agreement; or (ii) sums payable to CRRA by any Person with respect to services provided by CRRA;

(d) amounts necessary to fund and maintain such Reserves or sinking funds to provide for expenses of operation and maintenance, or for any purpose deemed necessary or desirable by CRRA, including any purpose enumerated in Sections 22a-262(a) and (b) of the General Statutes;

(e) all costs of environmental mitigation, clean-up and disposal of Unacceptable Waste, which costs CRRA has been unable, after reasonable efforts, to collect from the generator (or Person delivering such Unacceptable Waste on behalf of such generator);

(f) the PILOT;

(g) all costs of accepting, delivering, storing, diverting, transporting, transferring and disposing of Solid Waste, and the marketing of Recovered Products (including ordinary operation and maintenance costs);

(h) all costs and any special disposal fees incurred by CRRA with respect to types or categories of delivered Solid Waste which CRRA determines require special handling, which fees shall reasonably reflect the costs of such special handling;

(i) all direct transportation, processing and disposal costs incurred by CRRA with respect to Acceptable Solid Waste which is processed or otherwise disposed of at an Alternate Facility;

(j) all CRRA costs and expenses for the administration of this Agreement and the analogous agreements with the other Participating Municipalities;

(k) all costs of the mothballing, decommissioning, retirement, dismantling, monitoring and disposition of any Waste Facility, and any other actions of CRRA necessary under applicable law in order to discontinue permanently the operation of such Waste Facility;

(l) the insurance required pursuant to Section 6.4;

(m) all amounts payable to any owner or operator of a Waste Facility for the processing or disposal of the Participating Municipalities' Acceptable Solid Waste or Acceptable Recyclables;

(n) any Shortfall from a previous Contract Year; and

(o) all compliance costs with respect to federal, state, municipal or other governmental requirements; including all statutes, regulations, rules, orders or other directives, and any Change in Law.

"CRRA" has the meaning set forth in the Preamble.

"CRRA Indemnified Party" has the meaning set forth in Section 7.2(a).

"Day" (or "day") means a calendar day.

"Delivery Obligations" has the meaning set forth in Section 2.2(c).

"Designated Facilities" means, collectively, the Designated Recycling Facility and the Designated Waste Facility.

"Designated Facility" means, individually, the Designated Recycling Facility or the Designated Waste Facility.

"Designated Recycling Facility" means the location, including any Recycling Transfer Station, designated by CRRA from time to time to which the Municipality will deliver or cause to be delivered during the Term, Acceptable Recyclables.

"Designated Waste Facility" means the Facility, any other Resources Recovery Facility or any Transfer Station designated by CRRA from time to time, to which the Municipality will deliver or cause to be delivered during the Term, Acceptable Solid Waste.

"Due Date" has the meaning set forth in Section 5.1.

"Effective Date" has the meaning set forth in the Preamble.

"Emergency Bypass Waste" has the meaning set forth in Section 2.7.

"Facility" means CRRA's refuse-derived fuel Resources Recovery Facility located at the South Meadows in Hartford, Connecticut and any improvements to such Resources Recovery Facility, including the scales and scale house, receiving and storage buildings, conveyors and feeders, boiler house, combustion chambers & furnaces and the associated steam-turbine electric generating facilities, feed water system, ash handling equipment, air pollution control equipment, flues and stack(s), yard utilities, low voltage electrical distribution facilities, instrumentation and controls, driveways, parking areas and drainage structures; excluding, however, any buildings, equipment or other improvements to the Facility Site other than the aforementioned improvements.

"Facility Site" means the South Meadows real property owned by CRRA upon which the Facility is located.

"Force Majeure Event" means an Act of God, landslide, lightning, hurricane, tornado, very high wind, blizzard, ice storm, drought, flood, fire or explosion, or any strike, labor dispute, lockout or like action among personnel which delays or impairs operation of any Waste Facility, any act of neglect of the Municipality or its agents or employees, or by regulation or restriction imposed by any governmental or other lawful authority, or any other event or circumstance beyond the control of CRRA and its agents or contractors, which prevents CRRA from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Effective Date and is not within the reasonable control of, and without fault or negligence of CRRA. Notwithstanding the preceding sentence, a strike

labor dispute, lockout or like action among personnel shall not be a Force Majeure Event if such action is due to: (a) CRRA's breach of a labor agreement with any collective bargaining representative of its employees engaged in such action; or (b) CRRA's lack of good faith or maintenance of an unreasonable economic position in negotiating with any collective bargaining representative of the employees engaged in such action.

"General Statutes" has the meaning set forth in the Recitals.

"Landfill" means any proper Waste Facility for the disposal of Residue, Recycling Residue, Emergency Bypass Waste or Nonprocessible Waste.

"MFN Recycling Contract" has the meaning in Section 3.3(b).

"MFN Recycling Rights" has the meaning in Section 3.3(b).

"MFN Waste Contract" has the meaning set forth in Section 3.3(a).

"Month" means a calendar month.

"Municipal Indemnified Party" has the meaning set forth in Section 7.2(b).

"Municipal Share" of any amount means, for any relevant period and unless otherwise expressly provided herein, the same proportion of such amount as the Municipal Tons of the Municipality bears to the total of the Municipal Tons of all Participating Municipalities.

"Municipal Solid Waste Management Services Agreement" means any contract between CRRA and a Participating Municipality for the disposal of the Participating Municipality's Acceptable Solid Waste or the recycling of its Acceptable Recyclables (or both) by the Connecticut Solid Waste System.

"Municipal Tons" means, for any relevant period, the amount in Tons of Acceptable Solid Waste delivered by or on behalf of a Participating Municipality.

"Municipality" has the meaning set forth in the Preamble.

"Net Cost of Operation" means for any relevant period, the Cost of Operation less Non-Disposal Fee Revenues and other receipts (other than the Service Payments).

"Nonprocessible Waste" means Acceptable Solid Waste that cannot be processed at the Designated Waste Facility without the use of supplemental processing equipment (e.g., a shredder), provided that the individual items of such Acceptable Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including the following: (i) household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas and rugs; (ii) individual items such as White Metals and blocks of metal that would in CRRA's sole discretion and determination cause damage to a Waste Facility if processed and incinerated, or processed or incinerated, therein; (iii) Scrap/Light Weight Metals; (iv) bathroom fixtures such as toilets, bathtubs and sinks; (v) purged and emptied

propane, butane and acetylene tanks, with valves removed, exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day-to-day basis; (vi) Christmas Trees; (vii) automobile tires with/without rims; and (viii) any other Acceptable Solid Waste deemed by CRRA in its sole discretion to be Nonprocessible Waste.

"Non-Disposal Fee Revenues" means proceeds received by CRRA from the sale or other disposition of Recovered Products from the Connecticut Solid Waste System, and Connecticut Solid Waste System receipts from other than: (i) Participating Municipalities; and (ii) Waste Haulers; except that Non-Disposal Fee Revenues (i) include all Service Fees, Transfer Station Usage Surcharges, Transfer Station Fuel Charges, and any additional fees or surcharges pursuant to Section 3.2(b), and (ii) are net of all Service Discounts.

"Non-System Recycling Facility" means the land and appurtenances thereon and structures where recycling, as defined in Section 22a-207(7) of the General Statutes, is conducted, including an Intermediate Processing Facility, as defined in Section 22a-260(25) of the General Statutes, and a Solid Waste Facility, as defined in Section 22a-207(4) of the General Statutes, which provides for recycling in its plan of operations, but excluding the Recycling Facility and the Recycling Transfer Stations.

"Notice of Non-Compliance with Delivery Obligations" has the meaning set forth in Section 2.2(c).

"Original Designated Facilities" has the meaning set forth in Section 2.6.

"Ordinance" has the meaning set forth in Section 2.2(c).

"Other Tip Fee" has the meaning set forth in Section 3.3(a).

"Participating Municipality" means, individually, any Tier 1 Short-Term Municipality, Tier 1 Long-Term Municipality, Tier 2 Municipality, Tier 3 Municipality or Tier 4 Municipality.

"Participating Municipalities" means collectively, all Tier 1 Short-Term Municipalities, Tier 1 Long-Term Municipalities, Tier 2 Municipalities, Tier 3 Municipalities and Tier 4 Municipalities.

"Party" (and "Parties") have the respective meanings set forth in the Preamble.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, trust or unincorporated organization, or any governmental agency or other governmental authority.

"PILOT" means the total dollar amount in lieu of taxes and all other like sums payable by CRRA with respect to each Contract Year.

"Preceding Contract Year" has the meaning set forth in **Exhibit E**.

"Procedures" means CRRA's *Mid-Connecticut Project Permitting, Disposal and Billing Procedures* attached hereto as **Exhibit B**, as the same may be amended, supplemented or superseded from time to time by the CRRA Board of Directors after notice to, and an opportunity for comment from the Participating Municipalities.

"Recovered Products" means the useful materials or substances (including energy) derived from the processing of Acceptable Solid Waste and Acceptable Recyclables.

"Recycling Facility" means CRRA's regional recycling center located at 211 Murphy Road, Hartford, Connecticut.

"Recycling Rebate" has the meaning set forth in Section 3.4.

"Recycling Residue" means Solid Waste remaining after the Recycling Facility or any Non-System Recycling Facility has processed Acceptable Recyclables.

"Recycling Transfer Station" means any of the facilities, including all roads appurtenant thereto, owned and operated, or owned or operated, by CRRA for receiving Acceptable Recyclables from any Participating Municipality for transport to the Recycling Facility or to any Non-System Recycling Facility for processing.

"Reserves" means funds collected by CRRA to provide for estimated future expenses of the Connecticut Solid Waste System.

"Residue" means ash residue or other material remaining after the processing and combustion of Acceptable Solid Waste.

"Resources Recovery Facility" has the meaning set forth in Section 22a-260(11) of the General Statutes.

"Review Panel" has the meaning set forth in Section 4.2.

"RP" has the meaning set forth in **Exhibit D**.

"Scrap/Light Weight Metals" includes the following: scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty-five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks approved by CRRA for disposal or recycling, and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by CRRA in its sole discretion to be Scrap/Light Weight Metals.

"Service Discount" means the $2.00 per-Ton discount credited to the Base Disposal Fee for Acceptable Solid Waste delivered to the Connecticut Solid Waste System by or on behalf of (i) each Tier 1 Long-Term Participating Municipality, and (ii) each Tier 3 Participating Municipality.

"Service Fee" means the $2.00 per-Ton fee added to the Base Disposal Fee for Acceptable Solid Waste delivered to the Connecticut Solid Waste System by or on behalf of each Tier 2 Participating Municipality.

"Service Payments" means the gross amounts payable pursuant to Section 3.1 by (i) the Municipality and each other Participating Municipality, and (ii) Waste Haulers (with respect to other than Contract Waste and Spot Waste); such amounts being the product of the Base Disposal Fee and the Aggregate Tons.

"Shortfall" means for any Contract Year, any difference remaining after the Service Payments received during the subject Contract Year are subtracted from the actual Net Cost of Operation for the subject Contract Year.

"Solid Waste" means unwanted and discarded solid materials, consistent with the meaning of that term in Section 22a-260(7) of the General Statutes, excluding semi-solid, liquid materials collected and treated in a municipal sewerage system.

"Spot Waste" means Acceptable Solid Waste delivered to the Connecticut Solid Waste System other than pursuant to a Municipal Solid Waste Management Services Agreement and that is not Contract Waste.

"State" has the meaning set forth in the Preamble.

"Subject Contract Year" has the meaning set forth in **Exhibit E**.

"Term" has the meaning set forth in Section 2.8.

"Tier 1 Short-Term Municipality" means, individually, any town, city, borough or other political subdivision of and within the State having lawful jurisdiction over Solid Waste management within its corporate limits and which has executed a Municipal Solid Waste Management Services Agreement with CRRA for short-term Tier 1 services.

"Tier 1 Long-Term Disposal Fee" has the meaning set forth in Section 302(a).

"Tier 1 Long-Term Municipality" means, individually, the Municipality and any other town, city, borough or other political subdivision of and within the State having lawful jurisdiction over Solid Waste management within its corporate limits and which has executed a Municipal Solid Waste Management Services Agreement with CRRA for long-term Tier 1 services.

"Tier 2 Municipality" means, individually, any town, city, borough or other political subdivision of and within the State having lawful jurisdiction over Solid Waste management within its corporate limits and which has executed a Municipal Solid Waste Management Services Agreement with CRRA for Tier 2 services.

"Tier 3 Municipality" means, individually, any town, city, borough or other political subdivision of and within the State having lawful jurisdiction over Solid Waste management within its

corporate limits and which has executed a Municipal Solid Waste Management Services Agreement with CRRA for Tier 3 services.

"Tier 4 Municipality" means, individually, any town, city, borough or other political subdivision of and within the State having lawful jurisdiction over Solid Waste management within its corporate limits and which has executed a Municipal Solid Waste Management Services Agreement with CRRA for Tier 4 services.

"Ton" means 2,000 pounds.

"Torrington Transfer Station" means the Transfer Station owned by CRRA and located on Vista Drive, Torrington, Connecticut, 06790

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

"Transfer Station Fuel Surcharge" means the per-Ton surcharge for Acceptable Solid Waste calculated pursuant to **Exhibit D**.

"Transfer Station Usage Surcharge" means the $2.50 charge paid by each Tier 2 Municipality for each Ton of Acceptable Solid Waste delivered to a Transfer Station.

"Unacceptable Waste" has the meaning set forth in the Procedures.

"Waste Facility" means, individually, either Designated Facility, the Facility or any other properly permitted Resources Recovery Facility, the Recycling Facility, any Transfer Station, Recycling Transfer Station or Landfill, or any other facility that is used or may be used by CRRA to (i) process or dispose of Acceptable Solid Waste or (ii) recycle Acceptable Recyclables.

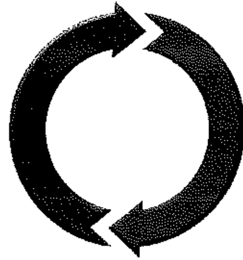
"Waste Hauler" means a Person (including a "collector," as defined in Section 22a-220a(g) of the General Statutes), deriving its main source of income from the collection, transportation or disposal of waste.

"Watertown Transfer Station" means the Transfer Station owned by CRRA and located on Echo Lake Road, Watertown, Connecticut, 06795.

"White Metals" means large appliances or machinery, refrigerators, freezers, gas/electric stoves, dish washers, clothes washers and dryers, microwaves, copiers, computers, vending machines, air conditioners, industrial equipment and venting hood fans, and any other material deemed by CRRA in its sole discretion to be White Metals.

EXHIBIT B

MID-CONNECTICUT PROJECT PERMITTING, DISPOSAL AND BILLING PROCEDURES



CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY

MID-CONNECTICUT PROJECT

PERMITTING, DISPOSAL AND BILLING PROCEDURES

Effective August 25, 2011

7.1 Consistent with Municipal Solid Waste Management Services Contract 28
7.2 Governing Law 28

APPENDIX A: Policy Guidelines for Accepting Residue from Recycling Facilities A-1

APPENDIX B: Examples of Violations and Sanctions B-1

1. GENERAL

1.1 Definitions

As used in these procedures, the following terms shall have the meanings as set forth below:

(a) "**Acceptable Recyclables**" shall include the following types of Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Recycling 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 CRRA in its sole discretion to be Acceptable Recyclables.

Nothing herein shall be construed as requiring the shipment of Solid Waste generated by and collected from commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality for processing by and disposal at the Recycling Facilities.

(b) "**Acceptable Solid Waste**" shall include Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Waste Facilities. Acceptable Solid Waste shall include, but is not limited to, the following:

(1) Scrap wood not exceeding six (6) feet in length or width or four (4) inches in thickness,

(2) Single trees and large tree limbs not exceeding six (6) feet in length or four (4) inches in diameter and with branches cut to within six (6) inches of the trunk or limb, as the case may be;

(3) Metal pipes, tracks and banding or cable and wire not exceeding three (3) feet in length and one and one half (1 1/2) inches in diameter;

(4) Cleaned and emptied cans or drums not exceeding five (5) gallons in capacity and with covers removed;

(5) Automobile tires without rims exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day to-day basis;

(6) Paper butts or rolls, plastic or leather strapping or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and cut in half lengthwise;

(7) Non-processible Waste as defined herein; and

(8) Any other Solid Waste deemed acceptable by CRRA in its sole discretion. Acceptable Solid Waste shall not include any Acceptable Recyclables, Recycling Residue (see Recycling Residue definition), or other materials required to be recycled in accordance with *Connecticut General Statutes*, and/or Special Waste unless such Special Waste is approved by CRRA in accordance with these procedures for disposal at any of the Waste Facilities, or any materials or waste that are or may in the future be required by law and/or regulation to be recycled.

(c) "**Account**" shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between CRRA and a person, firm or Participating Municipality providing for the use of the Facilities and the services in connection therewith.

(d) "**Authority**" or "**CRRA**" shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, established by *Connecticut General Statutes* Sections 22a-257 et seq.

(e) "**Bulky Waste**" shall mean construction, demolition and/or land clearing debris.

(f) "**By-Pass Waste**" shall mean Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by CRRA for disposal.

(g) "**Commingled Container Recyclables**" shall mean:

(1) Glass food and beverage containers, including, but not limited to, clear, brown, and green bottles up to 3 gallons or 10 liters in size that have been washed clean and whose caps, lids, and corks have been removed. Labels that remain attached and neck rings are acceptable. Examples include: soda, liquor, wine, juice bottles; jam jars; and mason jars.

(2) Metal food and beverage containers of up to 3 gallons or 10 liters of total volume in size, including No. 10 size cans, that have been washed clean. Clean metal lids are acceptable as are empty aerosol cans that previously contained non-hazardous substances. Examples include: soup, vegetable, juice, and other food cans; cookie tins; dog and cat food cans; kitchen spray cans; and bulk size vegetable containers.

(3) Aluminum used beverage cans that have not been flattened and that have been washed clean. Cans with self-opening tabs attached are acceptable. Examples include soda and beer cans.

(4) Aluminum foil that has been washed clean, folded flat and that is free of other materials. Examples include: aluminum foil wrap and take-out aluminum foil food containers.

(5) PET (polyethylene terephthilate) plastic containers (code 41) marked as #1 of up to 3 liters in size and that have been washed clean. Attached labels are acceptable, but no caps, lids or corks, attached or unattached, are acceptable. Examples of acceptable PET (#1) containers include: soda, juice, cooking oil, mineral water and dish detergent bottles.

(6) HDPE (high-density polyethylene) plastic containers marked as #2 that have been washed clean. Containers of up to 2.5 gallons or 6 liters of total volume in size that did not previously contain hazardous materials are acceptable. Attached labels are acceptable. Except for screw tops, lids are acceptable as long as they are not attached. Screw top caps/lids are not acceptable regardless of whether they are attached or unattached. Examples of acceptable HDPE (#2) containers include: milk jugs, and spring water, laundry detergent, bleach, and dish detergent bottles.

(7) Plastic white, clear or opaque containers marked as #3 through #7 (food grade plastics) up to three (3) liters in size that have been washed clean. Attached labels are acceptable. Except for screw tops, lids are acceptable as long as they are not attached. Screw top caps/lids are not acceptable regardless of whether they are attached or unattached.Examples of acceptable food grade plastics (#3 through #7) include: laundry detergent, shampoo, dish detergent and skin cream containers, ketchup bottles, ice cream containers, yogurt containers, margarine tubs and lids. Processed and take-out food black, plastic containers and trays are not acceptable.

(8) Aseptic packaging, including, but not limited to, gable top plastic coated paper containers up to 3 liters or 1 gallon in size. Such containers must be empty with straws and caps removed. Examples include: milk containers; juice containers; and small, single-serve juice and milk boxes.

(h) "**Contaminated Soil**" shall include soil derived from fuel tank excavation, sludge residue, steel casting sands, metal washdown residue, rust/scale materials, foundry residue, grinding sludge and any other material deemed by CRRA in its sole discretion to be Contaminated Soil.

(i) "**Designee**" shall mean

(1) In the case of a Participating Municipality, a company/entity contracted for and/or licensed by said Participating Municipality to haul waste generated within the boundaries of said Participating Municipality; or

(2) In the case of CRRA, any company/entity contracted or authorized by CRRA to operate and maintain one or more Facilities.

(j) "**Facility**" shall mean CRRA's Mid-Connecticut waste processing facility located at 300 Maxim Road in Hartford, Connecticut 06114.

(k) "**Facilities**" shall mean the Waste Facilities and the Recycling Facilities.

(l) **"Guarantee of Payment"** has the meaning set forth in Section 2.3.

(m) "**Hazardous Waste**" shall include any material or substance which is, by reason of its composition or its characteristics or its delivery to the Facility (a) 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, (b) defined as hazardous waste in Section 22a-115 of the *Connecticut General Statutes*, (c) 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, or (d) 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 statutes referred to in clauses (a) through (d) above may be amended; provided, however, that Hazardous Waste shall not include such insignificant quantities of any of the wastes covered by clauses (a), (b) and (d) as are customarily found in normal household, commercial and industrial waste to the extent such insignificant quantities are permitted by law to be treated and disposed of at the Facility or a sanitary landfills, as applicable. "Hazardous Waste" shall also include such other waste as deemed by CRRA in its sole discretion to be "Hazardous Waste."

(n) "**Landfill**" shall mean any real property used by any Participating Municipality and CRRA for the disposal of Recycling Residue, By-Pass Waste, Non-Processible Waste, or residue from the processing and/or incineration of Acceptable Solid Waste at the Waste Facilities.

(o) "**Member Municipality**" shall mean a Municipality that has contracted with CRRA for waste management services.

(p) "**Mixed Load**" shall mean Solid Waste from more than one Participating Municipality stored and carried in a single vehicle, roll-off box or trailer and delivered to any of the Facilities.

(q) "**Municipal Solid Waste Management Services Contract**" or "**MSA**" shall mean the contract between CRRA and a Participating Municipality for the processing and disposal at the Facilities of all Acceptable Solid Waste and/or Acceptable Recyclables generated by the Participating Municipality within its boundaries.

(r) "**Non-Processible Waste**" shall mean Acceptable Solid Waste that cannot be processed at the Facility without the use of supplemental processing equipment (e.g., a mobile shredder), provided that the individual items of such Acceptable Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including, but not limited to, the following:

(1) Household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas and rugs;

(2) Individual items such as White Metals (as hereinafter defined) and blocks of metal that would, in CRRA's sole discretion and determination, cause damage to the Waste Facilities if processed and/or incinerated therein;

(3) Scrap/Light Weight Metals (as hereinafter defined);

(4) Bathroom fixtures, such as toilets, bathtubs and sinks;

(5) Purged and emptied propane, butane and acetylene tanks with valves removed exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day-to-day basis;

(6) Christmas trees;

(7) Automobile tires with/without rims, and

(8) Any other Acceptable Solid Waste deemed by CRRA in its sole discretion to be Non-Processible Waste.

(s) "**Non-Project Recycling Facility**" shall mean the land and appurtenances thereon and structures where recycling, as defined in Section 22a-207(7) of the *Connecticut General Statutes*, is conducted, including but not limited to an Intermediate Processing Facility, as defined in Section 22a-260(25) of the *Connecticut General Statutes*, and a Solid Waste Facility, as defined in Section 22a-207(4) of the *Connecticut General Statutes*, which provides for recycling in its plan of operations, but excluding the Recycling Facility and the Recycling Transfer Stations.

(t) **"Operator"** or **"Operators"** shall mean the organization or personnel in such organization under contract with CRRA for the operation of any of the Facilities.

(u) **"Paper Fiber Recyclables"** shall mean"

(1) Newspapers (including newspaper inserts) and magazines (including catalogs) that are no more than two months old and that are clean and dry. Such neswpaper and magazines may be commingled,

(2) Corrugated cardboard, only if such cardboard is corrugated (alternating ridges and grooves) with kraft (brown) paper in the middle. Such cardboard must be clean and dry and cannot be coated. Such cardboard must be flattened and, when flattened, must be no larger than 3 feet in width or height (oversized boxes must be cut-down to 3 feet by 3 feet. Bundles may only be tied with string.

(3) Junk mail, including all loose or bagged bulk mail consisting of paper or cardboard. Envelopes with windows are acceptable. Examples include: catalogs; flyers; envelopes containing office paper; brochures; and empty, small boxes.

(4) Office paper or high-grade paper, including all loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers and computer paper (continuous-form perforated white bond or green-bar paper).

(5) Boxboard, including all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging. Dry food and cereal boxes must have the inside bag removed. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable. Examples of acceptable materials include: cereal boxes; cracker boxes; shoe boxes; beer cartons; and six-pack holders.

(v) **"Participating Municipality"** shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within its corporate limits, and which has executed a Municipal Solid Waste Management Services Contract or made special arrangements with CRRA for the processing and disposal of Acceptable Solid Waste and/or Acceptable Recyclables at the Facilities.

(w) **"Permit Application"** has the meaning set forth in Section 2.1.

(x) **"Permit Number"** shall mean the vehicle identification number assigned by CRRA to a Permittee's waste transportation vehicle for use at the Facilities.

(y) "**Permittee**" shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to CRRA and have been authorized to use the Facilities by CRRA.

(z) "**Private/Non-Commercial Hauler**" shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.

(aa) "**Project**" shall mean the Facilities constituting the Mid-Connecticut Project.

(bb) "**Recycling Facility**" shall mean CRRA's regional recycling center located at 211 Murphy Road in Hartford, Connecticut 06114.

(cc) "**Recycling Facilities**" shall mean the Recycling Facility and all Recycling Transfer Stations of the Project.

(dd) "**Recycling Residue**" shall mean Solid Waste remaining after the Recycling Facility or any Non-Project Recycling Facility has processed Solid Waste.

(ee) "**Recycling Transfer Station**" shall mean any of the Transfer Stations, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Acceptable Recyclables for transport to the Recycling Facility or a Non-Project Recycling Facility for processing.

(ff) "**Scrap/Light Weight Metals**" shall mean but not limited to the following: scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty-five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks approved by CRRA for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by CRRA in its sole discretion to be Scrap/Light Weight Metals.

(gg) "**Single Stream Recyclables**" shall mean the commingling of any Paper Fiber Recyclables with any Commingled Container Recyclables.

(hh) "**Solid Waste**" shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-207(3) of the *Connecticut General Statutes*, excluding semi-solid, liquid materials collected and treated in a "water pollution abatement facility."

(ii) "**Special Waste**" shall mean materials that are suitable for delivery, at CRRA's sole and absolute discretion, but which may require special handling and/or special approval by the Connecticut Department of Environmental Protection ("DEP") or another non-Authority entity.

(jj) "**Transfer Station**" shall mean any of the facilities, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Acceptable Solid Waste for transport to a destination of ultimate disposal.

(kk) "**Unacceptable Recyclables**" shall include

(1) Unacceptable Waste;

(2) Any of the following: anti-freeze containers; Asian corrugated; auto glass; books; ceramic cups and plates; clay post; 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 take-out black, plastic food containers and trays; propane tanks; pyrex; screw top caps/lids, regardless of whether attached or not; stones; syringes; telephone books; tiles; waxed corrugated; and window glass;

(3) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Recyclables as set forth in these procedures; and

(4) Any other waste deemed by CRRA in its sole discretion to be Unacceptable Recyclables.

(ll) "**Unacceptable Waste**" shall include

(1) 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), 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 substances of any type or kind (including without limitation 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. 42 U.S.C. §6901 et. seq.) other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;

(2) Any item of waste that is either smoldering or on fire;

(3) Waste 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;

(4) Any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the Facilities (except for ordinary wear and tear), or be in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation;

(5) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Solid Waste or Non-Processible Waste as set forth in these procedures; and

(6) Any other waste deemed by CRRA in its sole discretion for any reason to be Acceptable Recyclables and/or Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by CRRA to deliver waste to any of the Facilities.

(mm) "**Waste Facilities**" shall mean the Facility and all Transfer Stations and Landfills of the Project.

(nn) "**Waste Hauler**" shall mean a person or firm, including a "collector" as defined in Section 22a-220a(g) of the *Connecticut General Statutes*, whose main source of income is derived from the collection, transportation, and/or disposal of waste.

(oo) "**White Metals**" shall mean large appliances or machinery, refrigerators, freezers, gas/electric stoves, dishwashers, clothes washers and dryers, microwaves, copiers, computers, vending machines, air conditioners, industrial equipment and venting hood fans, and any other materials deemed by CRRA in its sole discretion to be White Metals.

1.2 Preamble

These procedures may be amended by CRRA from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact CRRA at (860) 757-7700 in order to obtain a copy of the procedures in effect. Additional copies of these procedures may be obtained at the cost of reproduction and postage. The procedures are also available on CRRA's website at www.crra.org.

1.3 General Principles of Interpretation

(a) The captions contained in these procedures have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the express terms or provisions of these procedures.

(b) The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of these procedures so requires.

(c) CRRA reserves the right to amend these procedures and the definitions herein from time to time as it deems necessary in its sole discretion.

(d) These procedures are intended to comply and be consistent with each Municipal Solid Waste Management Services Contract for the Project. In the event of any conflict between these procedures and any Municipal Solid Waste Management Services Contract for the Project, the latter shall control.

2. PERMITTING

2.1 Permit Application

(a) Any Waste Hauler, Private/Non-Commercial Hauler, Participating Municipality or any other person or entity that desires to use the Facilities shall obtain a permit in accordance with these procedures before delivering to and/or removing waste from the Facilities.

(b) Each applicant for a permit shall complete a permit application and provide to CRRA all of the necessary information requested thereon ("Permit Application"), including but not limited to:

(1) General company/business information;

(2) The identification of each vehicle owned, leased or operated by the applicant or its agents and employees and to be used by the applicant;

(3) Origin of all waste that applicant will collect;

(4) Estimated delivery volumes; and

(5) An executed "Credit Agreement," "Release of Liability and Indemnification Agreement" and "Attestation," as such documents are presented in the permit application.

In connection with the foregoing, each applicant shall also execute and submit to CRRA as attachments to the permit application, the following:

(6) A "Mid-Connecticut Waste Disposal System Solid Waste and Recyclables Delivery Agreement" (if applicable);

(7) A Guaranty of Payment in the form and amount acceptable to CRRA pursuant to Section 2.3 hereof;

(8) All certifications of insurance that the applicant is required to provide pursuant to Section 3.1 hereof;

(9) Any applicable fees; and

(10) Any other document required by CRRA at CRRA's sole and absolute discretion.

2.2 Submission of Permit Application

(a) Upon applicant's completion of the permit application and execution of all documents attached thereto, the applicant shall submit such permit application and documents and pay the applicable permit fees to CRRA.

(b) Pursuant to the submission of a Permit Application to CRRA, each applicant and Permittee hereby agrees to cooperate with CRRA or CRRA's Designee in any matter affecting the orderly operation of the Facilities and to fully abide by and comply with these procedures. In addition to the foregoing, each applicant and Permittee acknowledges and agrees that any failure to cooperate with CRRA or CRRA's Designee or to abide by or comply with these procedures shall result in fines and/or suspension or revocation of disposal privileges at the Facilities.

2.3 Guaranty of Payment

(a) Each applicant shall submit along with its permit application a guaranty of payment ("Guaranty of Payment") satisfactory to CRRA in all respects and in the form of either a letter of credit, a suretyship bond, cash, or a cashier's check and in an amount sufficient to cover at least two (2) months' of waste disposal charges as determined in the Permit Application.

(b) At its sole and absolute discretion, CRRA may review a Permittee's guaranty amount under Section 2.3(a) above and require the Permittee to increase its guaranty amount in the event the average monthly delivery rate of Permittee varies by 10% or more from the amount estimated by CRRA pursuant to subsection (a) above. CRRA shall review a Permittee's guaranty amount as detailed in the foregoing sentence at least semi-annually.

(c) If an applicant or Permittee submits to CRRA either a letter of credit or suretyship bond, Permittee shall within sixty (60) days before the expiration of the same renew such letter of credit or suretyship bond and furnish the renewed letter of credit or suretyship bond to CRRA. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by CRRA, Permittee shall immediately submit to CRRA a new letter of credit or suretyship bond that complies with the requirements of this Section 2.3.

(d) If Permittee fails to comply with any of the requirements of this Section 2.3, CRRA may deny the Permittee any further access to the Facilities and/or revoke and/or suspend the Permittee's permit for the same.

2.4 Issuance and Renewal of Permit

(a) Provided that the applicant has submitted its permit application and all other documents required to be submitted hereunder to CRRA, applicant has paid to

CRRA the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to CRRA, then CRRA may issue a permit to the applicant.

(b) Upon the issuance of a permit:

(1) The Permittee shall be assigned an Account number;

(2) Each of the vehicles listed on the Permittee's permit application shall be assigned a decal with a Permit Number, which decal shall be prominently and permanently affixed by the Permittee to the vehicle in a location clearly visible to the scale house attendant and as designated by CRRA;

(3) Each of the Permittee's roll-off boxes and trailers shall be assigned a decal and the decal shall be prominently and permanently affixed by the Permittee to the roll-off box or trailer in a location clearly visible to the scale house attendant, as designated by CRRA; and

(4) Trucks arriving at the scale house without the assigned Authority Permit Number properly displayed shall be denied access to the Facilities.

(c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by CRRA. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to CRRA a renewal permit application within twenty (20) days before the end of each fiscal year. CRRA does not charge a fee for renewal of permits.Any Permittee who fails to perform its renewal obligations under this Section 2.4(c) shall be denied access to the Facilities by CRRA until such Permittee performs such renewal obligations.

(d) At its sole and absolute discretion, CRRA may issue a Permittee a Temporary Permit for a vehicle not currently authorized under Section 2. A Temporary Permit may be issued for a substitute vehicle due to an emergency breakdown and/or the use of a demonstration vehicle. Temporary Permits are valid for up to six (6) days and may be issued to any particular Permittee no more than once every 60 days. During any time period when a Permittee's vehicle is denied disposal privileges, no Temporary Permits will be granted to the Permittee.

2.5 Tare Weights

(a) Tare weights of all vehicles, trailers and roll-off boxes shall be established after delivery of the first load under a new Permit Number or Trailer/Roll-Off Box decal at any of the Facilities. Such tare weights shall be obtained at the direction of the scale house attendant and under the procedures set forth by CRRA.

(b) After the initial tare weights have been obtained, CRRA and/or the Operator may require the verification of tare weights on a random basis to verify the weight

records. Haulers shall cooperate with CRRA and/or the Operator to provide such data as required.

(c) Haulers may request spot tare weight checks for their trucks only if the spot checks do not negatively impact the operations of the Facilities as determined by CRRA at its sole and absolute discretion.

(d) At the direction of CRRA or CRRA's Designee, haulers failing to comply with the foregoing tare weight procedures shall be billed as follows:

(1) The vehicles last known tare weight; or

(2) A maximum 22 net tons.

(e) If hauler fails to comply with the terms of this Section 2.5 and hauler(s) is billed in accordance with subsection (d) above, then hauler's disposal privileges shall be denied until hauler complies with the terms of this Section 2.5.

2.6 Miscellaneous

(a) If the Permittee acquires any vehicle that is not authorized under the Permittee's permit, then the Permittee shall submit an amended permit application to CRRA pursuant and subject to the above procedures set forth in this Section 2.

(b) Permittee is responsible for all charges, costs, expenses, disposal fees, and fines incurred under its permit.

(c) If Permittee's Permit Number is lost or stolen, Permittee is responsible for all costs, charges, expenses, disposal fees and fines incurred until said Permittee notifies CRRA in writing of the lost or stolen Permit Number.

(d) Permittee shall give CRRA advance written notice of any changes in such Permittee's business operation that would have a material effect on Permittee's delivery schedules or weight records and shall include the effective dates of such changes. Such changes of Permittee's business operation shall include, but not be limited to, the following:

(1) Changes in name or mailing address;

(2) Changes in telephone number;

(3) Change in physical location of Permittee's business; or.

(4) Changes in the Permittee's business structure, including, but not limited to, the acquisition of other hauling companies, that would impact Permittee's volume of waste deliveries to the Waste Facilities.

2.7 Municipal Permits

If a Participating Municipality requires haulers to register or obtain a permit to haul, all Permittees that will collect waste from and/or deliver waste to such Participating Municipality shall be required to register with such Participating Municipality. Each Participating Municipality may establish its own permit, registration, and/or inspection requirements, which must be followed by the Permittees collecting waste from and/or delivering waste to such Participating Municipality in addition to these procedures.

3. INSURANCE

3.1 Insurance

(a) Each Permittee shall procure and maintain, at its own cost and expense, throughout the term of any permit issued to such Permittee, the following insurance, including any required endorsements thereto and amendments thereof:

(1) Commercial general liability insurance alone or in combination with, commercial umbrella insurance with a limit of not less than one million dollars ($1,000,000.00) per occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).

(2) Business automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million dollars ($1,000,000.00) each accident.

(3) Workers' compensation insurance with statutory limits and employers' liability limits of not less than five hundred thousand dollars ($500,000.00) each accident for bodily injury by accident and five hundred thousand dollars ($500.000.00) for each employee for bodily injury by disease.

(b) Each applicant or Permittee shall submit along with its permit or permit renewal application to CRRA an executed original certificate or certificates for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced in Section 3.1(c) below. Additionally, each Permittee shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each above required insurance a certificate or certificates containing the information required in Section 3.1(e) below and certifying that such insurance has been renewed and remains in full force and effect.

(c) All policies for each insurance required above shall:

(1) Name CRRA as an additional insured (this requirement shall not apply to automobile liability or workers' compensation insurance);

(2) Include a standard severability of interest clause;

(3)

(4) Hold CRRA free and harmless from all subrogation rights of the insurer; and

(5) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.

(d) It shall be an affirmative obligation upon applicant/Permittee to advise CRRA's Risk Manager by fax to 860-757-7741, by e-mail to lmartin@crra.org, or by correspondence to CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, 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 its Permit.

(e) All policies for each insurance required above shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A-VII or better, or otherwise deemed acceptable by CRRA in its sole discretion.

(f) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability, business automobile liability insurance and employers' liability insurance.

(g) If any Permittee fails to comply with any of the foregoing insurance procedures, then CRRA may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for same.

(h) No provision of this Section 3.1 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages or other costs and expenses.

(i) CRRA 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.

(j) For purposes of this Section 3, the terms applicant or Permittee shall include any subcontractor thereof.

3.2 Indemnification

Permittee shall at all times defend, indemnify and hold harmless CRRA, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, fines, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and court costs) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA, any Operator, or any of their respective directors, officers, employees, agents or subcontractors or (b) Permittee 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 Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse CRRA for damage to property of CRRA caused by Permittee or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Permittee's obligations under this Section 3.2 shall survive the termination or expiration of Permittee's permits.

4. OPERATING AND DISPOSAL PROCEDURES

4.1 Delivery of Acceptable Solid Waste

(a) Permittees shall comply with, and Permittees' Acceptable Solid Waste delivered to the Waste Facilities must meet, the standards and other terms and conditions set forth herein and such other standards as established by CRRA in its sole discretion.

(b) Each Permittee shall deliver Acceptable Solid Waste only to those Waste Facilities designated by CRRA.

(c) White Metals may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept White Metals. White Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. A vehicle delivering White Metals must be equipped with either a cherry picker or hydraulic lift that will allow each piece of White Metal to be removed individually from the vehicle. The hauler is responsible for off loading the White Metals from the delivery vehicle. The hauler will off-load the White Metals only in the area designated by CRRA and/or the Operator for such materials. White Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. White Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.8(j) herein.

(d) Scrap/Light Weight Metals may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept Scrap/Light Weight Metals. Scrap/Light Weight Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the Scrap/Light Weight Metals from the delivery vehicle and such materials will be off-loaded directly into a roll-off container. The hauler will off-load the Scrap/Light Weight Metals only in the area designated by CRRA and/or the Operator for such materials. Scrap/Light Weight Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. Scrap/Light Weight Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.8(j) herein.

(e) Household furniture (i.e., appliances, box springs, carpets, chairs, couches, mattresses, rugs, sleeper sofas, sofas, tables) may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept household furniture. Household furniture must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the household furniture. The hauler will off-load the household furniture only in the area designated by CRRA and/or the Operator for such materials. Household furniture may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday thorugh Friday, excluding holidays. Household furniture may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.8(j) herein.

(f) CRRA may accept Contaminated Soil for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require.

(g) CRRA may accept Recycling Residue from a Non-Project Recycling Facility for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require and to **Appendix A**.

4.2 Delivery of Acceptable Recyclables

Permittees shall comply with, and Permittee's Acceptable Recyclables delivered to the Recycling Facilities must meet, the standards and other terms and conditions set forth herein and such other standards as established by CRRA in its sole discretion. Each Permittee shall deliver Acceptable Recyclables only to those Recycling Facilities designated by CRRA.

4.3 Access to the Facility

Access to the Facility and the Hartford Landfill by vehicles delivering Acceptable Solid Waste from outside the City of Hartford shall be by State Highway or Interstate Highway entrances to 1-91 and proceeding to 1-91 off-ramps closest to the destination. For the

Facility, from the off-ramps, vehicles shall use Brainard and Maxim Roads to access the Facility. Murphy Road shall not be used for through-access to the Facility. More restrictive criteria may be promulgated as required by local conditions and shall be strictly adhered to by all Permittees.

4.4 Access to the Recycling Facility

Access to the Recycling Facility by vehicles delivering Acceptable Recyclables from outside the City of Hartford shall be by State Highway or Interstate Highway entrances to 1-91.

Vehicles traveling southbound on I-91 shall exit on Exit 28, then turn left onto Airport Road and then turn left at the Brainard Road/Airport Road intersection. Vehicles shall follow Brainard Road around the curve to the right where it becomes Maxim Road and then turn right at the Murphy Road intersection. Vehicles shall enter the site by turning right at driveway B.

Vehicles traveling northbound on I-91 shall exit on Exit 27 and then proceed straight thru the Brainard Road/Murphy Road intersection. Vehicles shall enter the site by turning left at driveway B.

Rear loading vehicles delivering Acceptable Recyclables to the Recycling Facility and whose first or only delivery is Paper Fiber Recyclables or whose first or only delivery is Commingled Container Recyclables must enter the facility at 123 Murphy Road (Entrance marked "B").

Vehicles that will be traveling southbound on I-91 after leaving the site shall exit the site via Driveway A and turn left onto Murphy Road. The vehicles shall turn left onto Maxim Road and follow it around the curve to the left where it becomes Brainard Road. At the Brainard Road/Airport road intersection, vehicles shall turn right and follow Airport Road to the left turn onto the I-91 southbound ramp.

Vehicles that will be traveling northbound on I-91 after leaving the site shall exit the site via Driveway A and turn right onto Murphy Road. At the Murphy Road/Brainard Road intersection, vehicles shall go straight through the intersection onto the I-91 northbound ramp.

4.5 Temporary Emergency Access to the Facilities

CRRA, in its' sole discretion and subject to any conditions or restrictions that it deems appropriate, may on a case by-case basis allow a Permittee temporary, emergency access to the Facilities for the purpose of delivering Acceptable Solid Waste and/or Acceptable Recyclables to the same with a vehicle, roll-off box or trailer that is not authorized pursuant to these procedures to do so; provided, that such Permittee notifies CRRA at least twenty-four (24) hours in advance of Permittee's need for such temporary, emergency access.

4.6 Hours for Delivery

(a) The operating hours, including the list of holidays, can be obtained by contacting CRRA's Billing Department at 860-757-7700 or visiting CRRA's website at www.crra.org/pages/busi_mc_hours.htm.

(b) CRRA may, with at least thirty (30) days prior written notice, change the hours of operation for any of the Facilities. Holiday and emergency closings and any schedule of make-up hours will be posted as needed at each of the Facilities.

4.7 Vehicle Standards for Deliveries to the Facilities

(a) Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facilities, except as provided elsewhere in these Procedures or unless otherwise approved (on a case-by-case basis) by CRRA. Only vehicles with back-up lights, audible warning signals, and proper functioning equipment in compliance with all applicable federal, state and local laws or regulations shall be allowed access to the Facilities.

(b) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.

(c) The only trailers that may be used to deliver Acceptable Solid Waste to a Transfer Station or Acceptable Recyclables to a Recycling Transfer Station are those coming from a Participating Municipality's transfer station.

(d) The doors of all vehicles shall be clearly marked with the business name and address of the Permittee. Any vehicle that is not properly marked shall be denied access to the Facilities.

4.8 Disposal Procedures

(a) All deliveries are subject to inspection of the contents by CRRA or its agent prior to, during, and/or after unloading.

(b) CRRA may direct that Non-Processible Waste and/or Special Waste be delivered directly to either a Landfill or any other site if accepted by CRRA.

(c) CRRA and/or the Operator will direct all vehicle traffic at the Facilities.

(d) All scales will be operated on a "first-come, first served" basis except that CRRA reserves the right to utilize front-of-line privileges for its own vehicles and for the vehicles of others who have executed a written agreement with CRRA for such privileges.

(e) CRRA will accept residue from recycling facilities only at the Facility and only if the conditions set forth in **Appendix A** are met.

(f) No vehicles shall approach any scale until directed by the scale house attendant. Each vehicle shall have its driver side window completely rolled down from the time such vehicle drives onto the inbound scale until it has discharged its load and passed over or by the outbound scale.

(g) The speed limit on all roadways of the Facilities is 15 M.P.H., unless otherwise posted.

(h) When positioned on the scale, the vehicle driver shall inform the scale house attendant of the municipality from which the load originated.

(i) When directed by the scale house attendant, a driver shall proceed with caution to the tipping floor, bay or Landfill face and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.

(j) Unacceptable Waste, Special Waste and any material which CRRA determines, in its sole and absolute discretion, should be rejected shall not be delivered by any Permittee or vehicle to any of the Facilities. In the event that Unacceptable Waste, Special Waste or any material which CRRA has determined should be rejected is delivered to any of the Facilities, CRRA and its agents, employees or Operators reserve the right to reload the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected back on to the offending vehicle. In connection therewith, CRRA may at its sole discretion, issue a verbal and written warning to the Permittee of the offending vehicle and/or charge such Permittee a reloading fee of five hundred dollars ($500.00). CRRA may impose a reloading charge of one thousand dollars ($1,000.00) for each subsequent violation. CRRA may revoke the permit of any Permittee who fails to pay a reloading charge. In addition to the foregoing remedies for the delivery of Unacceptable Waste, Special Waste and material which CRRA has determined should be rejected, CRRA may

    (1) Detain the driver and the offending vehicle until representatives from DEP have inspected the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected and made recommendations, and/or

    (2) Take whatever corrective action CRRA in its sole discretion deems necessary at the sole cost and expense of the Permittee whose vehicle delivered the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected, including, but not limited to, excavating, loading, transporting and disposing of such waste/material , revoking such Permittee's permit and imposing against such Permittee any fines or charges.

(k) All trucks must remain tarped until they are in the disposal area and out of the operation's way.

(l) No drainage of roll-off boxes is allowed on the premises of any Facilities.

(m) Roll-off or compactor boxes shall not be turned around on site.

(n) Drivers must latch and unlatch packers in the disposal area.

(o) At all times while on the property of any of the Facilities, drivers and any other personnel accompanying a driver must wear the personal protective equipment specified by CRRA and/or the Operator as required for the facility to which they are delivering materials.

(p) At all times while on the property of any of the Facilities, drivers and any other personnel accompanying a driver must obey all signs and safety requirements posted by CRRA and/or the Operator at the facility to which they are delivering materials.

(q) Drivers who wish to hand clean their truck blades must do so in areas designated by CRRA and/or the Operators.

(r) Upon the direction of the scale house attendant, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.

(s) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.

(t) All vehicles and personnel shall proceed at their own risk on the premises of all Facilities.

(u) No loitering is permitted at any of the Facilities.

(v) Smoking of tobacco products is prohibited at all Facilities except in designated smoking area(s). The possession and/or drinking of alcohol as well as the possession and/or use of drugs at any time while on the premises of any of the Facilities is strictly prohibited.

(w) At all times while on Facilities' premises, the drivers shall comply with CRRA's and/or the Operator's instructions.

(x) CRRA reserves the right to inspect incoming deliveries at its sole discretion.

(y) Anyone violating any provision of Sections 22a-220, 22a-220a(f) or 22a-250 of the *Connecticut General Statutes* or any other federal, state or local law or regulation shall be reported by CRRA to the appropriate authorities.

(z) Foul language and inappropriate behavior, including, but not limited to, spitting, swearing, lewd behavior, indecent exposure, urinating in public and littering, are not permitted on site at any of the Facilities.

(aa) Loads in which Commingled Container Recyclables are mixed with Paper Fiber Recylables will be accepted for processing as Single Stream Recyclables at the Recycling Facilities.

(bb) Operators of rear-dumping vehicles delivering Commingled Container Recyclables and Paper Fiber Recyclables in separate compartments in the same vehicle will be required to sweep clean all materials from the empty compartment before proceeding to the next tipping area.

(cc) Mechanical densifying of aluminum containers and plastic containers is prohibited (non-aluminum metal cans may be crushed or flattened) unless, subject to approval by CRRA, such containers are commingled with Paper Fiber Recyclables and delivered as Single Stream Recyclables.

(dd) Loads of Commingled Container Recyclables may contain any combination of acceptable container materials except loads containing solely mixed-color (any color combination) glass will not be accepted for delivery.

(ee) Loads of Commingled Container Recyclables and Single Stream Recyclables may not be delivered in bags of any type. All Commingled Container Recyclables and Single Stream Recylables must be delivered in loose form to the Recycling Facilities.

(ff) Due to poor quality of pre-sorted bottles and cans previously delivered, CRRA does not encourage delivery of pre-sorted containers. Any municipality or hauler wishing to deliver presorted containers must first obtain written approval from CRRA.

(gg) Other procedures for the Facilities may be promulgated over time by CRRA and, when issued, must be strictly obeyed.

4.9 Weight Tickets

(a) The driver of each truck disposing of waste shall be presented a weight ticket from the scale house attendant. The ticket shall indicate date, hauler's company name, vehicle Permit Number and trailer/roll-off box decal number, gross weight, tare weight, net weight, origin of waste and time. Each driver will be responsible for identifying the municipality for which he/she is hauling.

(b) If a driver fails to sign for or receive a weight ticket, the appropriate hauling company shall be billed for such delivery for the gross weight of the load delivered, at CRRA's discretion.

(c) Drivers are responsible for checking weight tickets for accuracy. All discrepancies should be brought to the attention of CRRA and/or the scale house attendant as soon as possible. CRRA assumes no responsibility for unreported errors.

(d) At the discretion and request of CRRA, the Permittee/hauler shall disclose to CRRA the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.

(e) The Permittee/hauler shall use its best efforts to identify and provide CRRA written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads

to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

4.10 Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating Municipalities

(a) Delivery of Mixed Loads of Acceptable Solid Waste from Multiple Participating Municipalities ("Acceptable Mixed Loads") will be accepted by CRRA only if the following criteria are met:

(1) The Acceptable Mixed Loads do not contain any Acceptable Solid Waste that originated from a non-Participating Municipality without first executing a Mid-Connecticut Non-Member Waste Agreement.

(2) The entire Acceptable Mixed Load must contain Acceptable Solid Waste that would otherwise have been billed to the Permittee.

(3) The Permittee/hauler shall use its best efforts to identify and provide CRRA written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

(4) Permittee/hauler shall not deliver any Acceptable Mixed Load to any Waste Facility unless all of the Acceptable Solid Waste in the Acceptable Mixed Load is authorized to be disposed of at such Waste Facility.

(5) Any delivery of an Acceptable Mixed Load must be billed in its entirety to the Permittee/hauler that delivers the Acceptable Mixed Load to the Waste Facility.

(b) Haulers may not deliver loads containing Acceptable Recyclables that originate from more than one municipality. Loads from municipalities not participating in CRRA's recycling program will not be accepted unless CRRA has authorized such delivery.

4.11 Recycling Facilities Load Rejection Policy

(a) CRRA or its agent will reject loads if they include unacceptable levels of contamination, if they are unprocessible, or if they otherwise do not meet the Facility Delivery Standards as determined. Loads may be rejected before or after unloading. If a delivery is rejected after unloading, it is subject to a two hundred dollar ($200.00) handling charge. If a delivery is rejected after unloading at a Recycling Transfer Station into a transfer station trailer, it is subject to a five hundred dollar ($500.00) fine for excessive contamination.

(b) Loads that are rejected prior to unloading will not be subject to a handling charge unless CRRA or the Operators determine that such charge is appropriate under the circumstances. Loads that are rejected prior to unloading will be considered as voided transactions and the tonnage will not accrue to the municipality of origin.

CRRA reserves the right to charge additional fees, disposal fees, and or penalties above two hundred dollars ($200.00) when circumstances warrant such.

(c) Loads will be considered not to meet the Facility Delivery Standards if any of the following apply:

(1) They originate from more than one municipality.

(2) They are found to be contaminated and/or unprocessible.

(3) CRRA has communicated in writing to the hauler that the load or loads cannot be delivered to the Recycling Facilities without written approval of CRRA.

(d) Loads will be considered contaminated if any of the following apply:

(1) A load of commingled containers contains more than 5% unacceptable containers or materials other than Acceptable Commingled Container Recyclables.

(2) A load of paper fiber contains more than 5% unacceptable paper fibers or material other than Acceptable Paper Fiber Recyclables.

(3) A load of Single Stream Recyclables contains more than 5% unacceptable Paper Fiber Recyclables or Commingled Container Recyclables or materials other than Acceptable Paper Fiber Recyclables or Acceptable Commingled Container Recyclables.

(e) Loads will be considered unprocessible if any of the following apply:

(1) More than 10% of a load of Paper Fiber Recyclables are wet except as a result of inclement weather.

(2) Acceptance of the load would significantly disrupt the normal operations of the Recycling Facility.

(3) More than 25% of a load's glass containers are broken in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.

(4) More than 25% of aluminum cans are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.

(5) More than 25% of plastic containers are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.

(6) The condition of the load is such that a significant part (or the entire load) of the material would be unmarketable after processing or that by processing the material delivered in the load with the other accepted, processible material, such other accepted processible material would be rendered unprocessible and/or unmarketable by coming in contact with the material in the load.

5. BILLING

5.1 Payment of Invoices

Invoices shall be issued by CRRA and payable as follows: CRRA shall issue an invoice to each Permittee, at a minimum, on a monthly basis, and each Permittee shall pay such invoice within twenty (20) days from the date of such invoice or within the time specified in Permittee's specific contract with CRRA.

5.2 Liability for Payment of Invoices

Any Permittee who delivers to any of the Facilities by means of any vehicle, roll-off box or trailer that is owned, leased or operated by either such Permittee or by any other Permittee, person or entity, shall be responsible for the payment of any invoice issued by CRRA in connection with such delivery of waste/recyclables and the subsequent disposal or processing thereof by CRRA.

5.3 Past Due Invoices

(a) If a Permittee fails to pay in full any invoice issued by CRRA pursuant to Section 5.1 on or before the close of business of the twentieth (20th) day following the date of such invoice, then such invoice shall be deemed past due and a delayed payment charge of one percent (1%) of the amount past due may be imposed commencing on the thirtieth (30th) day following the invoice date and continuing on a monthly basis following such thirty (30) day period until such invoice is paid in full. If a Permittee's specific contract language with CRRA differs from the foregoing, then the specific contract language of Permittee shall prevail.

(b) In accordance with *Connecticut General Statutes* Section 22a-220c(c), if a hauler is delinquent in paying any invoice to CRRA for three consecutive months, then CRRA must notify any municipality served by hauler of hauler's delinquency.

5.4 Miscellaneous

If any Permittee fails to pay any invoice under this Section 5 by the due date for such invoice, then CRRA may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for the same until such Permittee pays in full to CRRA all past due invoices including any interest thereon. Additionally, CRRA may at its sole discretion pursue any remedies available to it at law or in equity, including, but not limited to, procuring the amounts owed from such Permittee's guaranty of

payment, in order to collect such amounts. In connection therewith, the Permittee shall also be liable for all costs, expenses or attorneys' fees incurred by CRRA in collecting the amounts of past due invoices owed by such Permittee to CRRA, whether or not suit is initiated.

5.5 Return Check Policy

(a) For each check returned to CRRA, the Permittee will be charged a processing fee of fifty dollars ($50.00). Permittee must also immediately submit a replacement check in the full amount by either a bank or certified check. In addition, Permittee may be denied access to the Facilities until such payment is received and processed by CRRA.

(b) Permittees who have two returned checks within a four (4) month billing period will be required to submit all future payments by either bank or certified check for minimum period of six (6) months.

5.6 Disputes on Billing

In the event of a dispute on any portion of any invoice, the Permittee shall be required to pay the full amount of the disputed charge(s) when due, and the Permittee shall, within thirty (30) days from the date of the disputed invoice, give written notice of its dispute to CRRA. Such notice shall identify the disputed bill/invoice, state the amount in dispute and set forth a detailed statement of the grounds on which such dispute is based. No adjustment shall be considered or made by CRRA for the disputed charge(s) until notice is give as aforesaid.

6. SANCTIONS

6.1 Sanctions

(a) Permittee must adhere to the terms of these Procedures. In addition to the other remedies available to CRRA hereunder, CRRA may at its sole discretion impose the sanctions, as liquidated damages, against any Permittee who violates any provision of these Procedures. See **Appendix B** attached hereto for examples of violations and their applicable sanctions. However, **Appendix B** is not, nor is it intended to be, a complete listing of all violations and applicable sanctions.

(b) In the event that an individual/Permittee disrupts the operation of, or creates a disturbance or acts in an unsafe or unruly manner at any of the Facilities, CRRA may in its sole discretion prohibit such individual from entering the premises of all or any part of the Project for a period to be determined by the Enforcement/ Recycling Director or his/her designee.

(c) CRRA may in its sole discretion reduce the sanctions authorized in **Appendix B** if CRRA determines that the circumstances involving the offense warrant such reduction.

(d) In addition to any other violations of these procedures, sanctions shall be imposed by CRRA for the following:

   (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and CRRA for the delivery of Acceptable Solid Waste by Permittee to the Project;

   (2) Delivery of waste from a municipality and representing that such waste is from another municipality ("Misrepresentation of Waste Origin"); and

   (3) Delivery of an Acceptable Mixed Load(s) of Acceptable Solid Waste that does not conform to the requirements of Section 4.10 herein.

(e) If a Permittee does not commit a violation during the six (6) month period following the Permittee's most recent violation, the Permittee's record may be considered clear and any subsequent violation after the six (6) month period may be considered the Permittee's first violation.

6.2 Appeal Process

A Permittee/hauler will have the right to appeal a monetary violation imposed against it by CRRA to the Appeal Committee.

The following process must be followed to preserve the appeal rights of a Permittee/ hauler:

(a) Within 10 days of the date of the monetary violation, Permittee/hauler must contact the CRRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford, Connecticut 06114 or facsimile at 860-278-8471 to request the incident report and supporting documentation ("Incident Report") on the violation at issue.

(b) The Field Manager of Enforcement/Recycling will send Permittee/hauler the Incident Report via certified mail/return receipt, with a cover letter noting the date the request was received.

(c) Within 15 days of the receipt of the Incident Report, if Permittee/hauler has contradicting evidence that provides a reasonable basis to contest the Incident Report, Permittee/hauler must send a letter to the Director of Enforcement/ Recycling at 100 Constitution Plaza, Hartford CT 06103, via certified mail/ return receipt, explaining the reason for the appeal with a copy of the contradicting evidence.

(d) No appeal will be granted if Permittee/hauler has not submitted evidence which contradicts the Incident Report or that provides a reasonable basis to contest the incident report.

(e) No appeal will be granted if Permittee/hauler has not responded in the timeframe outlined above.

(f) The Appeal Committee shall consist of three (3) members: CRRA President or designee, CRRA Director of Legal Services or designee, and an impartial, uninvolved ad hoc hauler member selected from a list of haulers registered to use the Facilities.

(g) The Appeal Committee will review the Incident Report and Permittee/hauler Information. The Appeal Committee may consolidate Incident Reports for the purpose of an appeal. The Appeal Committee will notify Permittee/hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. This decision is final.

(h) If an appeal is granted, the Appeal Committee, in its decision will determine by majority vote, the adjustment, if any, to the violation. If there is a tie due to abstention, no adjustment will be made. The Appeal Committee may decrease or dismiss the sanction, but at no time will a sanction be increased.

7. LEGAL

7.1 Consistent with Municipal Solid Waste Management Services Contract

It is intended that these procedures be consistent with the Municipal Solid Waste Management Services Contract and with the applicable provisions of law. If any inconsistency should nevertheless appear, the applicable provisions of the Municipal Solid Waste Management Services Contract or the laws of the State of Connecticut shall control.

7.2 Governing Law

These Procedures 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.

APPENDIX A

Policy Guidelines for Accepting Residue from Recycling Facilities

Authority Projects will accept residue from recycling facilities, as defined in (CGS 22a-207); that meet all of the following conditions:

(a) The Recycling Facility must possess a valid DEP Permit to Operate a Recycling Facility. A DEP permitted Solid Waste Facility (other than Recycling Facility), which provides for recycling in its approved Plan of Operations may also be deemed eligible by CRRA project staff for this purpose. Operators must provide CRRA with a copy of the DEP Permit to Operate. CRRA will determine if haulers comply with eligibility criteria before acceptance of residue.

(b) Residue will only be accepted in direct proportion to the solid waste received and processed by the Recycling Facility from Project participating municipalities, (i.e.) if a facility accepts 100 tons of solid waste and 10 tons of this if from project municipalities, CRRA will accept 10% of the total recycling residue.

(c) A listing by municipality of the amount of solid waste received, the total amount of residue generated, the amount of residue apportioned to each municipality, the method used to calculate the amount apportioned to each municipality, and the location at which all residue was disposed shall be submitted to CRRA with each payment for the period covered by the payment.

(d) Prior to delivering any residue to any of the facilities, Hauler and all the Authorized Companies shall obtain all permits that are required by the Procedures, and shall comply with all other pre-delivery requirements set forth therein and-in the applications (including instructions) for such permits. Hauler and such authorized company shall comply at all times with the Procedures, including any amendments made by CRRA thereto from time to time.

(e) All vehicles delivering residue must possess a current, valid Authority permit, including but not limited to the necessary payment guarantees, proof of insurance and indemnification agreements.

(f) The Project from time to time may allow the receipt and disposal of processible non-project residue on a spot basis.

(g) CRRA reserves the right to inspect any facility, including records of solid waste and residue, from which residue disposal is requested and/or received.

APPENDIX B

Number ofViolations	Safety Violations	Maintenance Violations	Hazardous Waste Violation	Non-Processible Waste Violation	Unacceptable & Misrepresentation of Origin Violation	Truck Route Violation
Examples of Violations (Not limited to)	Speeding; No back-up alarm; Unsecured door	Motor Vehicle Operation; Failure to Follow Instructions; No Tarp	Any Delivery of Hazardous Waste or medical waste to Facilities	Household furniture, white metals, scrap metals, Bulky Waste	Any Delivery of Unacceptable Waste or Misrepresentation of Origin of Delivered Waste	Any Use of Permittee's Vehicle On Non-Authorized Truck Route
1st	$250.00	Written Warning to the Permittee	$1,000.00	Written Warning to the Permittee	Written Warning to the Permittee	Written Warning to the Permittee
2nd	$500.00	$100.00	$1,500.00	$100.00	$500.00	$250.00
3rd	$1,000.00	$250.00	$2,000.00	$250.00	$1,000.00	$500.00
4th	$1,500.00	$750.00	$3,000.00	$750.00	$1,500.00	$1,000.00
5th	$2,000.00	$1,250.00	$4,000.00	$1,000.00	$2,000.00	$1,500.00
6th	$2,500.00	$2,500.00	$5,000.00	$1,500.00	$2,500.00	$3,000.00

Notes:

1. First, all Violations are done **By Location.**
2. Second, Violations are done **By Type.**
3. The above list does not include a complete list of violations. It is meant to illustrate the types of offenses that may constitute a violation.
4. Disposal privileges may be denied or suspended for serious or repeated violations.
5. Reloading charges may be applicable for certain waste violations and are payable to either CRRA or the waste-to-energy facility operator, in accordance with the respective waste-to-energy project agreements.

EXHIBIT C

DESIGNATED WASTE FACILITY AND DESIGNATED RECYCLING FACILITY

Designated Waste Facility: Mid-Connecticut Resource Recovery Facility

Designated Recycling Facility: Mid-Connecticut Regional Recycling Center

EXHIBIT D

TRANSFER STATION FUEL SURCHARGE

CRRA shall determine the Transfer Station Fuel Surcharge (if any) as part of its Budget process for each Contract Year, commencing with Contract Year 2. Commencing with Contract Year 2, CRRA shall assess the Transfer Station Fuel Surcharge during each Contract Year in which the average price of diesel fuel (the "ADP") for the immediately-preceding calendar year (the "Annual Period"), exceeds the reference price of $5.00 per gallon (the "RP"), calculated as the average of the Northeast Urban Automotive Diesel Fuel (Series ID Number APU010074717) for the Annual Period, as published monthly by the U.S. Department of Labor, Bureau of Labor Statistics, or a mutually agreeable alternative index if such index is no longer published or the method of computation thereof is substantially modified.

For each $0.10 increase (or portion thereof) that the ADP exceeds $5.00 per gallon, the Transfer Station Fuel Surcharge shall equal $0.065 (or portion thereof, rounded to the next-highest whole cent), pursuant to the following formula:

$$\text{Transfer Station Fuel Surcharge} = (0.065)\ \frac{(ADP - RP)}{(0.10)}$$

EXAMPLE

Assume that the ADP for the prior Annual Period is $6.00 per gallon.

$$ADP = (0.065) \times \frac{1.00}{0.10}$$

ADP = $0.65 cents per Ton

EXHIBIT E

OPT-OUT TIP FEE

Commencing with Contract Year 4, the Opt-Out Tip Fee shall be calculated for Contract Year 4 and for each subsequent Contract Year in accordance with the following formula:

$$OOTF_X = OOTFB_B \times [1 + (.75) \frac{(CPI_X - CPI_B)}{CPI_B}]$$

Where:

$OOTF_x$ is the Opt-Out Tip Fee being calculated for the subject Contract Year (the "Subject Contract Year");

$OOTF_B$ is the Opt-Out Tip Fee for the Contract Year preceding the Subject Contract Year (the "Preceding Contract Year");

CPI_B is the Consumer Price Index for All Urban Consumers (Northeast Urban/Size Class B/C Index, All Items) (Series Id: CUURX100SA0) as published monthly by the U.S. Department of Labor, Bureau of Labor Statistics, as of the December prior to the Preceding Contract Year; and

CPI_X is the Consumer Price Index for All Urban Consumers (Northeast Urban/Size Class B/C Index, All Items) (Series Id: CUURX100SA0) as published monthly by the U.S. Department of Labor, Bureau of Labor Statistics, as of the December prior to the Subject Contract Year.

MEMORANDUM OF AGREEMENT

Between
The Town of Durham
Durham Volunteer Ambulance Corps, Inc.
and
Middlesex Hospital

AGREEMENT (the "Agreement") made this 16th day of December 2021 (the "Effective Date") by and between the TOWN OF DURHAM, CONNECTICUT (herein called the "Town") with an address of 30 Town House Road, Durham, Connecticut, DURHAM VOLUNTEER AMBULANCE CORP (herein called "DVAC") with an address of 205 Main Street, Durham, Connecticut and MIDDLESEX HOSPITAL (herein called "Middlesex EMS"), with an address of 28 Crescent Street, Middletown, Connecticut.

WHEREAS, DVAC has provided ambulance service to the Town since 1952; and,

WHEREAS, it is the intention of DVAC to dissolve its corporate status on or before January 3, , 2022 and,

WHEREAS, Middlesex EMS is legally able and willing to provide ambulance service to the Town and,

WHEREAS, the Town, DVAC and Middlesex EMS have reached an agreement on the scope of services,

NOW, therefore, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows;

I. GENERAL REQUIREMENTS and COMPENSATION

A. TERM and TERMINATION

1. This Agreement shall be for a period of six years commencing at 8:00am on January 3, 2022 and shall automatically extend for additional one year periods unless either the Town or Middlesex EMS gives written notice of intent to terminate this Agreement no less than ninety (90) days prior to the expiration date of any given term. Notwithstanding the foregoing, the parties hereby agree that if the Basic Ambulance Service Primary Service Area Responder ("Ambulance PSAR") has not been assigned to Middlesex EMS on or before January 3, 2022, the commencement of the term of this Agreement shall be delayed until such time that the Ambulance PSAR is transferred to Middlesex EMS, with the initial six year term running from

such revised date. In the event of a delay in the commencement of the term, the parties shall work together in good faith to enter into an agreement pursuant to which Middlesex EMS shall provide ambulance support to the Town on an invitation basis, provided that no party shall be obligated to enter such arrangement unless the parties can agree to the terms of such arrangement in writing.

2. The Town reserves the right to cancel this Agreement if the quality of services provided by Middlesex EMS does not meet federal requirements or the regulations of the State of Connecticut and such deficiencies are not corrected in accordance with the following procedure:

   a) The Town shall notify Middlesex EMS of any non-compliance in writing. Such notice will reference the regulation being violated with specific information about when the violation(s) occurred.

   b) Middlesex EMS will provide the Town with a written response within ten days. After considering the response, the Town may further request in writing that Middlesex EMS provide a written plan of correction (the "Plan of Correction"). This Plan of Correction will be submitted to the Office of the Selectman within ten days of the written request.

   c) If the performance of Middlesex EMS does not comply with the Plan of Correction within fifteen days following implementation thereof, the Town shall have the right to cancel this Agreement.

3. In addition, this Agreement shall also terminate at the option of either party, in the event of a default by the other party as defined in Section III hereunder. In the event of termination by default or otherwise, the terminating party shall file a letter of termination with the applicable agency of the State and will advise the defaulting party that termination has occurred.

B. SERVICES TO BE PROVIDED

1. Middlesex EMS shall provide twenty-four hour a day emergency ambulance service at the basic life support level with one ambulance dedicated to the Town. Said ambulance will meet or exceed all current federal specifications and State of Connecticut regulations and patient care delivery protocols that apply to the delivery of ambulance service. Middlesex EMS will assume all NEMSIS reporting responsibilities as required.

2. Middlesex EMS shall provide a back-up ambulance(s) to the Town whenever the primary ambulance is on another call on a best effort basis.

3. Middlesex EMS will provide stand by ambulance service at emergencies when requested by any town incident commander who determines such service is needed at an emergency scene such as a building fire or complex hazardous materials incident on a best effort basis.

4. During events such as the Durham Fair, any additional ambulances required to stand by at such events are not considered part of this Agreement.

5. When the primary ambulance is requested to respond to a mutual aid request outside the Town, Middlesex EMS reserves the right to dispatch another Middlesex EMS ambulance which is equidistant or closer to the emergency.

C. COMPENSATION

1. The Town shall have no obligation to pay Middlesex EMS any monetary payment for the ambulance service being provided pursuant to this Agreement.

2. The Town shall pay for primary service answering point (PSAP) and dispatch services as set forth in Section II.A.

3. Middlesex EMS shall have the right to bill patients for services that it provides to patients in compliance with all federal and state insurance regulations.

4. At the time this Agreement commences, the Town and DVAC will transfer the following to Middlesex EMS:

   a) All federal and state licenses, certifications and permits currently assigned to DVAC

   b) DVAC's Certificate of Operation for a second ambulance which has been granted, provided that a second ambulance has not been purchased by DVAC and is not expected to be purchased prior to the commencement of services under this Agreement

   c) All physical assets owned by DVAC and/or the Town on the Effective Date as set forth on <u>Exhibit A</u>, to include the 2017 Chevrolet G3500 ambulance (VIN 1HA3GRCG5HN000740), patient care delivery equipment, any communications equipment and medical supplies owned by DVAC which will then all become the permanent legal property of Middlesex EMS regardless of any future termination of this Agreement.

5. DVAC shall ensure that the Durham Volunteer Fire Company, Inc. applies for the First Responder Primary Service Area Responder ("First Responder PSAR").

6. The Town will provide a reasonably suitable garage to house the ambulance and a reasonably suitable space for on duty Middlesex EMS staff to work and rest when not on ambulance calls (together, the "Premises"). Under this Agreement, the parties agree as follows;

   a) The Town will make all repairs and provide building maintenance as needed to assure the building is safe and functional as an ambulance station and shall pay all utilities, including but not limited to trash and recycling removal. Middlesex EMS agrees to maintain the Premises in good condition and report any maintenance issues to the Town promptly. Any such maintenance reports shall be made to the Town of Durham Road Foreman/Facilities Manager.

   b) Middlesex EMS will assure its employees only utilize designated parking spaces.

7. DVAC will retain all accounts receivable for services provided by their agency prior to Middlesex EMS initiating service. DVAC will retain liability for all responses and care provided prior to the start of service by Middlesex EMS under this Agreement.

D. OTHER EQUIPMENT.

1. The parties acknowledge that the Town owns the communications equipment in the current ambulance being transferred by DVAC to Middlesex EMS. This equipment consists of:

   a) Motorola APX8500 multi-band radio with dual control heads

   b) EFJohnson VM7000 with KCH20 control head

   c) Kenwood NX5800 with dual control head

2. If Middlesex EMS intends to dispose of the ambulance:

   a) Middlesex Hospital will provide 60 days' written notice to the Town.

   b) The Town reserves the right to remove the communications equipment from the ambulance.

   c) The Town has no responsibility to provide communications

equipment for a new/replacement ambulance unless otherwise agreed to by the Town.

3. For the purposes of operations in Durham, the Town shall supply Middlesex EMS with the following equipment:

a) Qty 5 EFJohnson VP5430 Portable radios with chargers

b) Qty 5 Unication G5 pagers

c) Additional equipment may be provided upon mutual agreement between the Town and Middlesex EMS.

4. The following support for the equipment shall be provided:

a) The Town shall continue to support the communications equipment owned by the Town for the term of this Agreement.

b) If and when support becomes necessary, Middlesex EMS will request assistance by contacting personnel as provided by the Town.

c) Middlesex EMS will make the Town provided communications equipment available for maintenance and/or inspection upon reasonable notice by the Town or its authorized representative(s)

d) The Town's representatives will report annually to the Office of First Selectman any requests for assistance.

e) Middlesex EMS will promptly notify the Town and its designated representatives of any loss or damage of any Town provided communications equipment.

E. DVAC OBLIGATIONS.

1. DVAC has applied to OEMS for assignment of the Ambulance PSAR to Middlesex EMS and shall diligently pursue such assignment in good faith.

II. SERVICE SPECIFICATIONS

A. DISPATCH

1. The Town will manage and pay for their own service agreement with a 9-1-1 primary service answering point (PSAP) which will process requests for service and dispatch the Middlesex EMS ambulance.

2. Middlesex EMS ambulance(s) operating in the Town will maintain radio communications with the Town's designated 9-1-1 PSAP or back-up PSAP.

3. When additional ambulances are needed for response in the town, the PSAP will contact the Middlesex EMS dispatcher to request additional resource(s). If none are available, Middlesex EMS will advise the 9-1-1 PSAP which will be responsible for initiating mutual aid.

B. MEDICAL STANDARDS

1. Middlesex EMS personnel will provide care to patients in accordance with the State of Connecticut Emergency Medical Services Protocols and Middlesex Health Sponsor Hospital additions and directives.

2. Middlesex EMS will maintain all response and patient treatment records and comply with all requirements of the Healthcare Insurance Portability and Accountability Act (HIPAA). As such, certain confidential information requested by the Town may not be able to be provided.

3. The Town will maintain separate agreements for first responder, supplemental first responder and paramedic levels of service as they see fit. The primary service area designations for those levels of service will be otherwise assigned to the Town or the agencies providing those services.

C. INDEMNIFICATION and INSURANCE

1. As among Middlesex EMS, DVAC and the Town, Middlesex EMS shall be solely responsible and liable for the acts or omissions of its personnel in the course of responding to a call for service, ~~or~~ for delivery of care to patients and any other acts or omissions arising from Middlesex EMS' performance of this Agreement. Middlesex EMS shall not be responsible for the acts or omissions of any other personnel, including but not limited to Town personnel (including dispatch personnel) or personnel of DVAC.

2. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, judgments, costs, or expense (including reasonable attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement. Notwithstanding the foregoing, neither Party shall be required to indemnify the other for the other Party's negligence in whole or in part.

3. Middlesex EMS shall provide and maintain motor vehicle insurance with limits of no less than $1 million combined single limit with a $10 million umbrella, general liability insurance of at least 1 million/2 million aggregate, statutory workers' compensation and professional liability insurance with limits of at least 3 million aggregate- and shall-meet or exceed what is required by federal and/or state law. A certificate of this insurance will be provided to the Town upon request.

4. The Town shall maintain property and casualty insurance on the Premises in amounts comparable to other Town buildings and buildings utilized for such purpose. upon request. A certificate of this insurance will be provided to Middlesex EMS upon request.

III. ADDITIONAL TERMS and CONDITIONS

A. OTHER SERVICES PROVIDED

1. Middlesex EMS representatives will provide information to the Town as reasonably required to develop and maintain the Town's EMS plan and any other local emergency plans as may be required by federal or state agencies.

2. Where appropriate, Middlesex EMS will participate in mutually beneficial training exercises involving the Town's other emergency responders. The Town agrees to provide at least thirty days' notice for such activities.

3. Middlesex Hospital shall be an independent contractor. No employment relationship shall exist among the parties to this Agreement.

B. DEFAULT

1. A default shall occur in any one of the following situations:

(a) A material breach of any of the terms of this Agreement, which is not cured by the offending party within thirty (30) days of notice of the same by the other party;

(b) The suspension or termination of Middlesex EMS's license to operate an ambulance service in the State of Connecticut;

(c) In the event that Middlesex EMS shall make an assignment for the benefit of creditors or shall file a voluntary petition under the bankruptcy or insolvency law, or an involuntary petition alleging an act of bankruptcy or insolvency is

filed against Middlesex EMS seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under present or any future applicable federal, state or other statute or law, or Middlesex EMS shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of all or any substantial part of its properties or whenever a permanent or temporary receiver of Middlesex EMS or for the property of Middlesex EMS shall be appointed, or if Middlesex EMS shall plead bankruptcy or insolvency as a defense in any action or proceeding.

C. ENTIRE AGREEMENT

1. This Agreement is the entire agreement between the parties and replaces all prior negotiations, representatives or agreements either written or oral. This Agreement may only be amended by a written instrument signed by the Town, DVAC and Middlesex EMS; provided, however, that after DVAC ceases operations, this Agreement may be amended by a written instrument signed by the Town and Middlesex EMS.

D. COMPLIANCE WITH LAWS and GOVERNING LAW

1. COMPLIANCE - The parties agree to comply in all material respects with all federal and state laws and regulations including the federal Anti-kickback statute, and their respective compliance programs and code of conduct as provided to the other parties.

2. GOVERNING LAW - The laws of the State of Connecticut shall govern this Agreement.

3. SEVERABILITY - In the event that any provision of this Agreement shall be deemed invalid or unenforceable according to the law, such invalidity or unenforceability shall not affect the other provisions of this Agreement so long as no party is deprived of its material benefits hereunder.

4. NOTICE - Whenever under this Agreement notice is required to be given, it shall be in writing and sent by recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid and shall be deemed to have been given on the date when such notice was posted.

   a) If to Town;
      First Selectperson
      Town of Durham, Connecticut
      30 Town House Road
      Durham, Connecticut 06422

   b) If to Middlesex EMS;

Manager, Middlesex Health EMS
28 Crescent Street
Middletown, Connecticut 06422

c.) If to Durham Volunteer Ambulance Corps.;
Chief of Service, Durham Volunteer Ambulance Corps.
205 Main Street
Durham, Connecticut 06422

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, placed their hands and seals on the date first above written.

12/7/2021	By: Laura L Francis
Date	First Selectperson, Town of Durham, CT Laura L. Francis
12/16/2021	By: [signature]
Date	Chief Executive Officer, Middlesex Health
12/7/2021	By: [signature]
Date	Chief of Service, Durham Volunteer Ambulance Louis P. Brockett

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Exhibit A

Item	Quantity
Cabinet 1	
Small trash can	1
Sharps Container	1
Cabinet 2	
Bedpan	1
Urinal	1
Cardboard splints (2 Sm, 2 Md, 2 Lg)	6
Ferno pedimate (18005)	1
Cabinets 3+4	
Towels	4
Yellow Emergency Blankets	2
12x30	4
Burn sheets	2
OB Kit	1
Soft restraints	4
Cabinets 5+6	
2 Spare stretcher batteries (18337 + 21216)	2
Extech IR thermometer (200524380)	1
BCI 3301 pulse oximeter (AB06031221)	1
Veridian BP Cuffs (Lg. adult, adult, pedi, infant)	4
Backboard extra straps	5
1000ml Sterile Water	2
NaCl Irrigation 250 ml	4
Emesis buckets	2
SAM Splints	3
Open Counter Space	
Sm, Md, Lg, XL gloves	4
Welch Allyn oral thermometer with probes	1
Welch Allyn extra probes (05031)	2
Dell latitude laptop with charger in case (CN-0M1WCF-CH200-)	1
Cabinet 7	
CAT Tourniquet	2
Trauma Shears	2
Hyfin Vent Chest Seal	2
Petroleum Gauze dressing	2
Box of band aids	1
Triangle bandages	6

Coban	4
Clear Tape	2
Cloth Tape	2
Small gauze rolls	8
Krinkle large gauze rolls	2
Silver Emergency Blankets	2
Penlight	1
4x4	16
5x9	8
8x10	4
Ice packs	4
Emesis bags	2
Cabinets 8+9	
Adult NC	4
Adult NRB	4
Pedi, Infant, Neonate Pulse Ox	3
Pedi NC	4
Pedi NRB	2
Infant Oxygen Mask	2
Infant NC	1
Oxygen Tubing	2
Adult BVM	2
Pedi BVM	2
Infant BVM	1
Suction Catheters 6fr-18fr	7
BVM Filters	2
OPA Set	1
NPA Set with Lubricant	1
Bulb Syringe	1
Cabinet 10	
Clorox Wipes	2
Cabinet 11	
Box of Surgical Masks	1
N95	4
Isolation Gowns	4
Safety Goggles	3
Face Shields	2
Chemtape Roll	1
Cabinet 12	
SMART Triage PAC	1

Orange Med Bag	1
Cabinets 13+14	
Blue Cervical Collar Bag	1
SSCOR INC portable suction (D01290)	1
Res-q-vac manual suction (R.59483)	1
Cabinets 15+16	
AED (36455479 ; 320371500023)	1
Orange Jumpbag	1
Stretcher	
14-4 stryker stretcher (080740845)	1
Stryker power lift (0496060.ZXD-UL)	1
14-4 stryker stretcher battery (21216)	1
Adult NC	2
Adult NRB	2
Emesis bag	1
Back Compartment	
Rear fireground motorola radio (KK4ZKEZJ)	1
Rear Kenwood Med Radios	2
Purell hand sanitizer wall dispenser	1
Chemtron oxygen flowmeter (34010106; 25386)	1
Timeter oxygen flowmeter (10570774)	1
Yellow littmann stethescope	1
Dynarex suction canisters	2
Driver Compartment	
Front fireground motorola radio (KK4Z0F32)	1
Front Kenwood Med Radio	1
Hi-Vis vests (orange/yellow) (I-85)	4
Dexas clipboard caddy (1517-AST)	2
Stat gear multi-tool	1
Knucklehead streamlight orange flashlights (213-M1987)	2
Driver Side Main Oxygen Compartment	
Rapid deployment products yellow backboards (XX-9)	2
Hartwell medical Combi carrier II scoop stretcher (CC 2200P-15428)	1
Dynalift transport unit lifting mat (5620)	1
Navy blue binderlift standard lifting mat	1
Backup blue cervical collar bag	1
Driver Side Small Middle Compartment	

14-4 LUCAS (3015 C578)	1
LUCAS main battery (34210264242)	1
LUCAS spare battery (34210264103)	1
Strato flare 219 road triangles	3
Roll of yellow caution tape	1
Gray stack on toolbox (85529 00072)	1
Driver Side Rear Compartment	
14-4 stryker stair chair (170741649)	1
Blue bags with hard helmets	3
Red stop the bleed bag	1
Stanley crowbar (55-503)	1
Kobalt bolt cutters (464602)	1
Leatherman Z rex (946702)	1
Pry axe (00015)	1
Fire dex blue/white safety gloves	3
Hyper tough clear safety glasses	4
Black animal bag	1
Passenger Side Rear Compartment	
KED	1
Adult hare traction splint	1
Pediatric hare traction splint (95002)	1
Purple pediatric jumpbag	1
Blue backpack backup jumpbag	1

East Hampton Ambulance Association Inc.
4 Middletown Avenue
P.O. Box 144
East Hampton, CT 06424
Neighbors Helping Neighbors Since 1953

April 13, 2021

East Hampton Town Council,

In 1953, East Hampton Ambulance Association Inc. was formed as a private non-profit and created an agreement with the Town of East Hampton to provide the statutory requirement an ambulance to the town's residents. Over the years as regulations, requirements, and call volumes have changed, recruitment and retention of volunteers have become more difficult.

Although some may consider this a separate issue that volunteerism is down, the standards for EMTs, OSHA requirements and regional mandates have affected our number of responders and COVID-19 has exacerbated this issue. People that were already in other jobs or had family with medical issues had to put their lives and families at risk. We've lost many valuable members responding over the last year alone. Recruitment is down, and fear is high.

We've lost 10 members, 28 reduced their hours due to COVID concerns, job interference or medical reasons, resulting in a loss of 13,110 hours of manpower. We need to look to the future to provide adequate public safety and emergency services to our residents. They deserve and expect this. We have maintained this through 95% efficiency with completing calls and some members stepped up and contributed more hours than they regularly do. These members are becoming burnt out by doing 95% of the work.

With the talks of minimum wage increasing, including at a federal level to $15 an hour, the risks behind this job are not outweighing the benefits. Members of the ambulance service get exposed to adverse weather, hazardous substances, stressful incidents and now COVID-19 on a regular basis while volunteering time or earning less than minimum wage.

From March 1st 2020 to April 6th 2021, the ambulance service responded to 1,069 calls, 362 of these calls were for COVID-19 symptoms and treated as such. These calls resulted in 945 potential exposures to COVID-19. These exposures were a direct result in membership decline, including 1 member hospitalized and still not medically cleared to return.

Currently police services are not efficiently utilized by an officer sometimes having to wait up to 30 minutes for an ambulance crew to assemble and respond to the scene. Sometimes having to wait for an hour when mutual aid is requested due to similar staffing issues in other towns. The request we are asking for would allow the police services to be better utilized in town.

Chief Donald Scranton

Phone (860) 267-9679 - chief@ehems.org - www.ehems.org

East Hampton Ambulance Association Inc.
4 Middletown Avenue
P.O. Box 144
East Hampton, CT 06424
Neighbors Helping Neighbors Since 1953

The East Hampton Police Department has provided a valuable asset to the emergency services and is appreciated, however a quick and timely response will free them to perform their sworn duties.

We've have been contacted by the Police Department previously in regards to this issue, when an officer had to wait almost an hour on scene for a mutual aid ambulance with a patient who had difficulty breathing and their oxygen tank nearly depleted, and were wondering how it could be addressed.

We are requesting the town to utilize some portion of the American Rescue Plan to support emergency services here in our town. Currently, the Town of East Hampton is slated to receive $1.2 million dollars from the American Rescue Plan, with potentially more from county distributions.

At a press conference on March 15th, 2021 in East Hartford, Senator Richard Blumenthal stated the following for the money's purpose: "For their police, fire, first responders…we hope to be used and available, flexibility and adaptively for their needs."

We have prepared a plan to allow 24 hours, 7 days a week guaranteed 2 EMT's for emergency response. These individuals would become employees of the East Hampton Ambulance Association Inc. through a streamlined, testing and interview process. They would be part-time employees who would be utilized for immediate 911 response. Our current staffing model with remaining volunteers would continue for 2nd and 3rd medical calls and would be utilized as a recruitment base for future employees. The cost of the Town of East Hampton to provide these services would be approximately 900,000 to 1.2 million dollars without capital expenditures (i.e.: apparatus, equipment, station). We are asking for $600,000 dollars to provide these services mentioned from the American Rescue Plan. Our infrastructure is solid, we have decent apparatus and an adequate station. We have an adequate billing and quality assurance program and training that is of the highest quality in Middlesex County. This money would be utilized over a two-year budget cycle ($300,000 dollars a year), and future funding would need to be discussed with the Town of East Hampton and East Hampton Ambulance Association Inc. to provide these services.

Realizing that this letter has limits, I would like to welcome the opportunity to participate in a presentation to answer any of your questions and better present this request.

We would like to thank you for your time and our goal is to continue the finest emergency medical services in the region.

Donald Scranton

Chief of Service

Chief Donald Scranton

Phone (860) 267-9679 - chief@ehems.org - www.ehems.org

Office of the **Collector of Revenue**
Kristy Merrifield, CCMC
kmerrifield@easthamptonct.gov

March 8, 2022

To: The East Hampton Town Council,

The documentation for the tax refunds listed below is available in the Office of the Collector of Revenue for your review. There are six (6) refunds totaling $792.90.

Respectfully Submitted,

Kristy L. Merrifield, CCMC
Collector of Revenue

63.50 +
29.35 +
195.33 +
154.35 +
179.21 +
171.16 +
006
792.90 TL+

BOARD AND COMMISSION SUMMARY
FEBRUARY 2022

Arts & Culture Commission
The Arts & Culture Commission met on Thursday, February 17 at the Joseph N. Goff House. Two grant applications have been received to date. No applications have been received for the Capstone Grant. The Commission is working with the Belltown Garden Club to plan a Garden Tour/Plein Air Painting event. Members discussed the Kindness with Kids Grant and the Town Painted Bells for a possible bell tour in the fall.

Board of Finance
The Board of Finance met for its regularly scheduled meeting on Tuesday, February 22. This was Ted Turner's first meeting since being appointed to fill the seat vacated by Wesley Jenks.

A unanimous vote approved a change of wording in the Fund Balance Policy (change of guideline percentages to "not less than 10% nor more than 12%..."). An Executive Session also took place at the conclusion of the meeting to discuss data security strategy. The March 21 Regular Meeting will actually be the Public Hearing where budgets will be presented by Mr. Cox and Mr. Smith.

Brownfields Redevelopment Agency
The Brownfields Redevelopment Agency met on February 28. New member Tory Man was introduced to the agency members. Members discussed the status of 1 Watrous Street, 13 Watrous Street, 13 Summit Street and 3 Walnut Avenue. The STEAP grant for 13 Watrous Street has been closed out. There was discussion on economic development opportunities for 3 Walnut Avenue and the availability of ARP funds. There was discussion of a historic preservation grant and where that could be used. The next meeting will focus on a 1-2 year plan and take a deeper look at 3 Walnut Avenue.

Clean Energy Task Force
The Clean Energy Task Force met on February 1. The members elected a new Chairman and Vice Chairperson. The members discussed the clean energy solutions and the application process for Sustainable CT with the Town Council. It was suggested to get a representative from Sustainable CT and Susan Bransfield from Portland to attend the next Town Council meeting to talk to the members to further show and explain why joining Sustainable CT would be beneficial for the town. The task force members discussed forming three sub-committees to help the clean energy programs, encourage task force membership, making recommendations for the task force 2022 agenda for outside specific projects, and for keeping track of the Sustainable CT projects/ programs.

Commission on Aging
The Commission on Aging met on February 10. Jo Ann Ewing provided an update on the events at the Senior Center. Members discussed the presentation that was provided to the Council. Sub-committees were formed for Housing, Transportation and Health/Wellness. A memo will be sent to the Council for a member to serve on each sub-committee. The Commission on Aging budget submission will be for the same amount as last year.

Conservation-Lake Commission
The Conservation-Lake Commission met on February 10. The members received updates for the liaison report, watershed projects/ federal funding, the lake smart program, the budget estimation for

dredging projects, and next year's budget proposal for NEAR. The members approved of the budget changes for NEAR for next year's budget. The town received a verbal 'go ahead' from DEEP to move forward on the watershed projects. The paperwork needs to be signed by all pertinent parties. The projects will start in mid-May with a contractor on board. There will be an article in the next Events magazine about rain gardens. The members discussed having speakers come talk about rain gardens in April and buffer zones in June**.**

Design Review Board
No meeting

Economic Development Commission
The Economic Development Commission met on February 15. The members made a motion to add the Village Center sewer odor issues onto the agenda under New Business. The members received an update on the Bells on the Bridge event and discussed forming a sub-committee for the event to better plan and discuss for the event. The members reviewed and discussed the minutes and motions from the last Planning and Zoning meeting. The members discussed implementing a 'project tracker', mentioned the nomination form for Business of the Month and Spotlight on Business on the town website, and discussed the sewer odor issue inside some Village Center businesses.

Fire Commission
The Fire Commission met on February 14. There were motions to approve the purchases of five new sets of gear and more batteries for the thermal cameras. The members received updates on the dry hydrants, the Ladder and Tanker, and made a motion to approve both the Tax Abatement and the Awards Program for 2021. The members discussed the emergency break-out road for the subdivision on Spice Hill. Mr. Visintainer was inquiring about the maintenance and durability of the road. It was suggested to have the Fire Marshal look into the road and who is responsible for it.

Inland Wetland Watercourses Agency
Inland Wetland Watercourses Agency met on February 24.
Continued Applications:

A. IW-21-025: Middletown Sportsmen's Club, Champion Hill Road – Construction of Fire Access Road partially in Upland Review Area and a bridge over intermittent stream. Map 11/ Block 40A/ Lot 18 - No action
B. Application IW-21-026: William Carter, 23 Bay Road. Construct seawall along Lake Pocotopaug and regrade yard area. Map 09A/ Block 70/ Lot 23 – No action

Joint Facilities
The Colchester –East Hampton Joint Facilities Board met on February 15th via Zoom. The Joint Facilities Board approved the 2022/23 Joint Facilities Operating Budget totaling $2,632,160. Vote: 4-0. The discussion of Colchester odor control problem continues. The Board approved the proposed RFQ for the Middletown Ave. pump station (MAPS) with modifications.

Library Advisory Board
The Library Advisory Board met on February 7. The Library budget was submitted to the Finance Director. Capital requests will include repairs to the exterior of the building. The interviews for the Library Director will take place on February 9. The members discussed the Kindness Grant and the components of the month-long event.

Middle Haddam Historic District Commission
The Middle Haddam Historic District Commission met on February 24. The members reviewed and discussed two Certificate of Appropriateness applications at 19 Long Hill Road for a partial roof replacement with replacing existing shingles with matching shingles and raising the roof line of the existing addition and replace existing windows. The members approved of the first application and the second was approved with a stipulation that the applicant provides the members with the materials and design of the replacement windows and door on the addition. The members briefly discussed the lighting issue at 23 Knowles Road and a temporary garage in the front yard of a house on Route 151.

Parks & Recreation Advisory Board
The Parks & Recreation Advisory Board met on February 1. The members approved the addition of a full time Program Manager position. Members received an update from the Air Line Trail Subcommittee. Greenplay will join an upcoming meeting to discuss survey results. Jeremy Hall outlined all of the current fee structures in place. A Memorandum of Understanding for Wesleyan Sailing was approved.

Planning & Zoning Commission
The Planning & Zoning Commission met on February 2.
Public Hearings:

A. Amendment to Zoning Regulations - Sections 2.2, 4.1.B, 4.2.B, 4.3.B, 4.4.B and Addition of Section 8.4.O and 8.4.P to allow for Home Occupations and Home-Based Businesses Rowland Rux made a motion to continue the Public Hearing to the March 2, 2022 meeting. Kevin Kuhr seconded the motions. Vote: 7-0
B. Enact Opt-Out Provision for Accessory Dwelling Units as Provided for in Section 6(f) of Public Act 21-29. Rowland Rux made a motion to continue the Public Hearing to the March 2, 2022 meeting. Kevin Kuhr seconded the motions. Vote: 7-0

Old Business:

A. Application PZC-21-021: Global 66, LLC, 265 West High St., Site Plan Modification, Map 6/Block 12/Lot 9. Kevin Kuhr made a motion to approve the application with conditions. Rowland Rux seconded the motion. Vote: 7-0

Water Pollution Control Authority
The East Hampton WPCA Board met on February 1 via Zoom. The WPCA Board reviewed and discussed the recommended operating and revenue budget for the 2022/23 fiscal year. Any changes or corrections will be made at the March 1, 2022 meeting. Jeremy DeCarli, Planning & Zoning Official attended the meeting to discuss the Town's POCD and potential future sewer service areas.

Zoning Board of Appeals
No meeting