

**TRANSFER STATION HOST COMMUNITY AGREEMENT**

This Transfer Station Host Community Agreement (this "Agreement") is made as of this 1<sup>st</sup> day of July, 2007 (the "Effective Date"), by and between the **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 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 ("CRRA") and City of Torrington, a municipality and political subdivision of the State of Connecticut, having its principal place of business at 140 Main Street, Torrington, Connecticut, 06790 (the "Municipality").

**PRELIMINARY STATEMENT**

CRRA is the owner of a certain piece or parcel of real property (the "Real Property") located at Torrington, Connecticut upon which Property CRRA operates a certain transfer station (the "Torrington Transfer Station"). See **Exhibit A** for a copy of the legal description of the Torrington Transfer Station. CRRA is also the owner of certain personal property used in the operation of the Torrington Transfer Station (the "Personal Property"). CRRA and the Municipality now desire to enter into this Agreement whereby CRRA agrees to make payments to the Municipality in lieu of taxes on the Real Property and Personal Property pursuant to Sections 22a-270 and 22a-270a of the Connecticut General Statutes ("PILOT Payments").

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

1. **Definitions.** As used in this Agreement, the words and terms listed below shall have the following meanings:
  - (a) "Acceptable Solid Waste" means Solid Waste (as defined in the Service Contract) normally collected from households, industrial and commercial establishments for disposal at a sanitary landfill, but does not include (i) Non-Processible Solid Waste (as defined in the Service Contract) that has been properly rejected by CRRA or the Municipality at the Torrington Transfer Station in accordance with the Service Contract.
  - (b) "Change In Law" shall mean the adoption, promulgation, issuance, modification, or official change in interpretation, after the Effective Date of this Agreement of a federal, state, city, or local law, ordinance, code, or regulation, rule, order or ruling by any federal, state, or local court, administrative agency or governmental body (except to the extent that such order or ruling is a result of the willful or negligent action or inaction of the party claiming such Change In Law) that imposes requirements or restrictions on: (i) CRRA's performance under this

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Agreement; or (ii) new financial obligations of CRRA to pay Municipality monies in addition to the CRRA's PILOT Payments

- (c) "PILOT Payments" shall mean payments in lieu of taxes as authorized and permitted pursuant to Sections 22a-270 and 22a-270a of the Connecticut General Statutes.
- (d) "Transfer station" shall have the meaning set forth in the definition provided in Connecticut General Statutes §22a-260 (12).
- (e) "Service Contract" shall mean the solid waste disposal services contract to be entered into between CRRA and the third party haulers under which the third party haulers are authorized to deliver Acceptable Solid Waste to the Torrington Transfer Station.

2. **Representations and Covenants of Municipality.** Municipality represents, warrants and covenants to CRRA that:

- (a) At the time of the execution of this Agreement, Municipality has been duly created and is validly existing as a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.
- (b) The execution, delivery and performance of this Agreement by Municipality (1) has been duly authorized by the governing body of the Municipality, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to Municipality or any provisions of Municipality's enabling legislation, by-laws or resolutions. In addition, the signatory to this Agreement for the Municipality has the requisite power, legal authority, and legal right to execute and deliver this Agreement on behalf of the Municipality.
- (c) The execution and delivery of this Agreement by the Municipality, and the performance of all its obligations set forth herein do not conflict with, and will not, with the passage of time or the giving of notice, constitute a breach of or an event of default under any enabling legislation, by-laws or resolutions of Municipality or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Municipality is a party or by which Municipality is bound. This Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of Municipality, enforceable against Municipality in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or

limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

- (d) At the time of the execution of this Agreement, there is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority, pending or, to the knowledge of Municipality, threatened against Municipality that in any way would materially adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by Municipality in connection with the transaction contemplated hereby.
- (e) At the time of the execution of this Agreement, the Torrington Transfer Station is in compliance with all applicable codes, regulations and ordinances of the Municipality, including without limitation building, electrical, fire, health and safety and zoning codes.

3. **Representations and Covenants of CRRA.** CRRA represents, warrants and covenants to Municipality that:

- (a) At the time of the execution of this Agreement, CRRA has been duly created and is validly existing as a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.
- (b) The execution, delivery and performance of this Agreement by CRRA (1) has been duly authorized by the governing body of CRRA, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to CRRA or any provisions of CRRA's enabling legislation, by-laws or resolutions. In addition, the signatory to this Agreement for the CRRA has the requisite power, legal authority, and legal right to execute and deliver this Agreement on behalf of CRRA.
- (c) The execution and delivery of this Agreement by CRRA, and the performance of all its obligations set forth herein do not conflict with, and will not, with the passage of time or the giving of notice, constitute a breach of or an event of default under any enabling legislation, by-laws or resolutions of CRRA or any agreement, indenture, mortgage, trust, contract, permit or instrument to which CRRA is a party or by which CRRA is bound. This Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of CRRA, enforceable against CRRA in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

- (d) At the time of the execution of this Agreement, there is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority, pending or, to the knowledge of CRRA, threatened against CRRA that in any way would materially adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by CRRA in connection with the transaction contemplated hereby.
- (e) Throughout the term of this Agreement, CRRA agrees to operate the Torrington Transfer Station in accordance with all applicable municipal, state, and federal laws, regulations, and rules.
- (f) If at any time during the term hereof CRRA becomes aware of any proposed or pending legislation which, if effected, would constitute a Change In Law hereunder, CRRA shall promptly notify the Municipality, and if available, provide a copy thereof.

4. **Host Community Benefits and PILOT Payments.**

- (a) CRRA operates the Torrington Transfer Station in the Municipality and CRRA desires to provide PILOT Payments to the Municipality. From the Effective Date until the expiration of one calendar year (the "Base Year"), CRRA's PILOT Payment shall be \$ 0.50 for each ton of Acceptable Solid Waste that is accepted and processed at the Torrington Transfer Station.
- (b) For each year succeeding the Base Year ("Succeeding Year"), CRRA's Pilot Payment shall be adjusted upward if the cost of living index as provided herein discloses an increase in the cost of living, according to the United States Consumer Price Index CUURX100SA0. Such Pilot Payment shall be adjusted upward by the percent which such price index has moved since the prior year, to be determined on the annual anniversary of the Effective Date, provided that no increase in any Succeeding Year shall be more than three per cent. For purposes of this Agreement, the United States Consumer Price Index shall mean the Consumer Price Index for All Urban Consumers (Cross Classification of Region and Population Size Class, Northeast/Size Class B/C Index, All Items) (December, 1996 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics.
- (c) <sup>quarterly</sup> ~~monthly~~ The PILOT Payments shall be due and payable to the Municipality on a ~~monthly~~ <sup>quarterly</sup> basis after CRRA receives and approves the ~~monthly~~ <sup>quarterly</sup> written tonnage figures from the Torrington Transfer Station. Within forty-five (45) days after CRRA approves each ~~month's~~ <sup>quarter's</sup> written tonnage figures, CRRA shall forward the Municipality the applicable ~~monthly~~ <sup>quarterly</sup> PILOT Payment. JJS

- (d) If a Change In Law takes effect and CRRA is obligated to provide new monies to Municipality above and beyond CRRA's PILOT Payment, then CRRA shall deduct from the amount of CRRA's PILOT Payment any new payments that CRRA must pay to the Municipality as a result of said Change In Law, unless the law pursuant to which the new monies are authorized specifically mandates that such funds are in addition to any PILOT Payments received by the Municipality pursuant to a written agreement. If the new payments as a result of the Change In Law are in excess of CRRA's PILOT Payment, then CRRA shall not be obligated to pay any of CRRA's PILOT Payments.

5. **Termination of Existing Agreements.**

Intentionally Left Blank.

6. **Term of Agreement.**

- (a) The term of this Agreement shall begin on the Effective Date hereof and shall terminate on June 30, 2017. However, CRRA may elect to terminate this Agreement upon the occurrence of one of the following events: (i) the Torrington Transfer Station is closed, deemed inoperable, or no longer used as a transfer station; (ii) CRRA sells or in any way transfers its ownership interest in the Torrington Transfer Station; (iii) CRRA no longer operates the Torrington Transfer Station; (iv) the Municipality shall cause to be enacted or amended any zoning regulations, restrictions, rules, or ordinances or any other regulations that shall materially adversely affect CRRA's use and enjoyment of the Torrington Transfer Station; or (v) CRRA is unable to obtain any Municipal Permit (as defined in Paragraph 10. below) necessary to operate the Torrington Transfer Station.

7. **Transfer Station Permits.**

- (a) During the term of this Agreement, CRRA may be required to obtain Connecticut Department of Environment Protection ("CTDEP") permit renewals and possibly other new CTDEP permits to operate the Torrington Transfer Station (the "CTDEP Permits"). The Municipality acknowledges and agrees that all such CTDEP Permits are required to operate the Torrington Transfer Station in accordance with this Agreement. Therefore, and in consideration of receiving CRRA's PILOT Payments, the Municipality shall support any applications for said CTDEP Permits by CRRA that are required to operate the Torrington Transfer Station.
- (b) In the event that CRRA seeks a modification of the CTDEP Solid Waste Operating Permit that results in either (i) an increase in the permitted tonnage of waste to be processed at the Torrington Transfer

Station; or (ii) the addition of a type of waste that is different from the type of waste currently processed at the Torrington Transfer Station, then CRRA and the Municipality agree to renegotiate the terms of this Agreement to address any material adverse impact that such increase or addition has upon the Municipality.

- (c) Upon its signing of this Agreement, the Municipality certifies and attests that the Torrington Transfer Station is currently in compliance with all the regulations, codes, and ordinances of the Municipality. During the term of this Agreement, CRRA may be required to obtain additional municipal permits, licenses and/or zoning approval from the Municipality to operate the Torrington Transfer Station (the "Municipal Permits"). The Municipality acknowledges and agrees that all such Municipal Permits are required to operate the Torrington Transfer Station in accordance with this Agreement. Therefore, and in consideration of receiving CRRA's PILOT Payments, the Municipality agrees that it will cooperate pursuant to CRRA's request as reasonably necessary for CRRA to secure all permits, licenses or zoning approvals that are within the jurisdiction and authority of the Municipality or within the jurisdiction and authority of the Municipality's various departments, agencies, officers, boards or councils, and that are required in order for CRRA to operate the Torrington Transfer Station; provided that at the time of such request, CRRA is in compliance with all Municipal ordinances regarding noise, traffic, or public safety, as well as all applicable requirements of the Connecticut Department of Environmental Protection. The Municipality further agrees that it will designate a specific officer or agent having appropriate experience and authority, whose responsibility it will be to work with CRRA in assuring that CRRA obtains the cooperation and assistance of the Municipality, as required herein, subject to the terms of this Agreement and all applicable laws.

8. **Miscellaneous.**

- (a) Except for purposes relating to CRRA's financing of its collateral and its security agreement purposes, neither CRRA nor the Municipality shall be permitted to assign or transfer this Agreement to a third party without the prior written consent of the other party, and any such assignment without such prior written consent shall be void.
- (b) The parties hereby agree that any controversy arising out of this Agreement or breach thereof shall be submitted to a board of arbitration consisting of three persons. The board of arbitration shall consist of one person selected by CRRA and one person selected by the Municipality, these two people to select the third person. The arbitrators shall be professionals familiar with the operation of transfer stations or similar entities. All decisions of the arbitrators must be by at least a majority of the arbitrators, and shall be in writing, and shall state the reasons for

said decision. The decision of the board of arbitrators shall be binding upon each of the parties. The rules of arbitration of the American Arbitration Association shall be applicable to any arbitration held hereunder, to the extent not otherwise inconsistent herewith.

- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
- (d) This Agreement constitutes the entire Agreement and understanding between the parties hereto concerning the subject matter hereof and supersedes any and all previous agreements, written or oral, between the parties hereto concerning the subject matter hereof.
- (e) This Agreement may not be amended, modified or supplemented except by a writing signed by both parties hereto that specifically refers to this Agreement. Any oral representations, letters or any accommodation by any of the parties, shall not in any way create a course of dealing, which changes the terms of this Agreement or modifies this Agreement.
- (f) CRRA and Municipality hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
- (g) The captions contained in this agreement have been inserted for convenience only and shall not affect or be effective to interpret change or restrict the express terms and provisions of this agreement
- (h) Unless specifically provided otherwise in this Agreement, whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require.

IN WITNESS WHEREOF, CRRA and the Municipality have respectively signed this Agreement as of the day and year first above written.

MUNICIPALITY  
CITY OF TORRINGTON

Maureen Grogan  
Stephen M.

By Ryan J. Bingham  
Ryan J. Bingham  
Its Mayor  
Duly Authorized

CONNECTICUT RESOURCES  
RECOVERY AUTHORITY

Frank M. Brenner  
Mark Jones

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



**EXHIBIT A**

**LEGAL DESCRIPTION OF TORRINGTON TRANSFER STATION**

## TORRINGTON TRANSFER STATION BOUNDARIES DESCRIPTION

Those certain pieces of parcels of land located in the City of Torrington, County of Litchfield and State of Connecticut designated as AREA = 4.00 Ac and EASEMENT TO BE GRANTED TO CRRA AREA = 0.25 Ac on a map entitled "Land To Be Acquired by CONNECTIUCT RESOURCE RECOVERY AUTHORITY FROM TORRINGTON LAND ASSOCIATED, INC. Torrington, Connecticut Scale 1" = 40' Date July 1986 Sheet No. 1 of 1 Revisions 11-7-86 Easement Line Revision", and together being more particularly bounded and described as follows:

Commencing at an iron pin located in the general westerly line of land now or formerly of the New York, New Haven & Hartford Rail road, which iron pin marks the northeasterly corner of the premises herein conveyed and the southeasterly corner of land now or formerly of Hillside Cemetery Association; Thence along land now or formerly of said Railroad by an arc of a curve to the right, having a radius of 752.77 feet, a distance of 72.77 feet to a point; Thence S 33° 8' 24" W along land now or formerly of said Railroad, a distance of 168.63 feet to a point; Thence by an arc of a curve to the left having a radius of 1047.50 feet along land now or formerly of said Railroad, a distance of 467.93 feet to a point; Thence S 7° 32' 44" W along land now or formerly of said Railroad, a distance of 482.86 feet to an iron pin; Thence N 62° 41' 51" W along land now or formerly of the City of Torrington, a distance of 95.00 feet to a point; Thence N 7° 32' 44" E along land now or formerly of Torrington Land Associates Inc., a distance of 342.00 feet to a point; Thence N 22° 27' 16" W along land now or formerly of Torrington Land Associates, Inc. a distance of 200.97 feet to a point; Thence N 12° 51' 27" E along land now or formerly of Torrington Land Associates, Inc., a distance of 500.00 feet to a point; Thence N 80° 12' 15" E along land now or formerly of Hillside Cemetery Association, a distance of 364.00 feet to the point and place of beginning.

Subject to, expressly reserving to Torrington Land Associates, Inc., its successors and assigns forever, a full, perpetual and permanent right of way for all purposes for which a public highway might be used and a full, perpetual and permanent easement for the construction, installation, maintenance and repair of water and sewer lines and related facilities and other utilities over, under, upon, within and through the parcel designated as EASEMENT TO BE GRANTED TO CRRA AREA = 0.25 Ac on the above map or plan, all in common with the owner of the fee title. Said reserved easement area is more particularly bounded and described as follows:

Commencing at an iron pin located in the general westerly line of land now or formerly of the New York, New Haven & Hartford Railroad, which iron pin marks the northeast corner of land now or formerly of the City of Torrington and the southeast corner of the reserved easement area; Thence N 62° 41' 51" W along land now or formerly of the City of Torrington, a distance of 95.00 feet to a point; Thence N 7° 32' 44" E along land now or formerly of Torrington Land Associates, Inc. a distance of 121.80 feet to a point; Thence S 62° 41' 51" E along land now or formerly of Connecticut Resources Recovery Authority, a distance of 95.00 feet to a point; Thence N 7° 32' 44" W along land now or formerly of the New York, New Haven & Hartford Railroad a distance of 121.80 feet to a point and place of beginning.

Subject also to a right of way as of records appears.

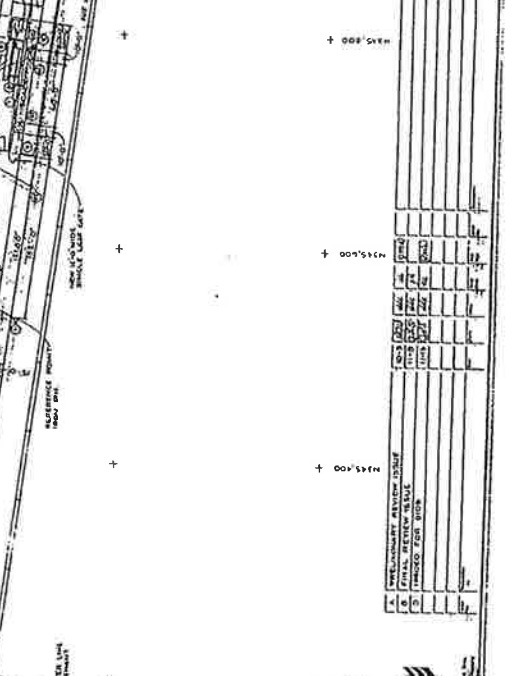
Being a portion of the premises conveyed to Torrington Land Associates, Inc. by Deed recorded in the Torrington Land Records in Volume 385, Page 963.

1. Show all utility lines and structures to be removed.
2. Show all existing and proposed structures.
3. Show all existing and proposed streets and sidewalks.
4. Show all existing and proposed utilities (gas, water, sewer, storm, electric, telephone, etc.).
5. Show all existing and proposed easements and rights-of-way.
6. Show all existing and proposed landmarks.
7. Show all existing and proposed zoning and setback lines.
8. Show all existing and proposed trees and landscaping.
9. Show all existing and proposed survey points and monuments.
10. Show all existing and proposed boundary lines and areas.
11. Show all existing and proposed acreage and area calculations.
12. Show all existing and proposed bearings and distances.
13. Show all existing and proposed bearings and distances (continued).
14. Show all existing and proposed bearings and distances (continued).
15. Show all existing and proposed bearings and distances (continued).
16. Show all existing and proposed bearings and distances (continued).
17. Show all existing and proposed bearings and distances (continued).
18. Show all existing and proposed bearings and distances (continued).
19. Show all existing and proposed bearings and distances (continued).
20. Show all existing and proposed bearings and distances (continued).



**NOTICE TO ORDER CONTRACTORS**

NO.	DESCRIPTION	AMOUNT
1	GENERAL CONTRACTOR	100,000.00
2	ELECTRICAL CONTRACTOR	20,000.00
3	MECHANICAL CONTRACTOR	15,000.00
4	PLUMBING CONTRACTOR	10,000.00
5	PAINT CONTRACTOR	5,000.00
6	LANDSCAPING CONTRACTOR	3,000.00
7	ASBESTOS ABATEMENT CONTRACTOR	12,000.00
8	CONCRETE CONTRACTOR	8,000.00
9	ROOFING CONTRACTOR	4,000.00
10	WATER LINE CONTRACTOR	6,000.00
11	SEWER CONTRACTOR	4,000.00
12	STORM WATER CONTRACTOR	3,000.00
13	UTILITY CONTRACTOR	2,000.00
14	GEOTECHNICAL CONTRACTOR	1,000.00
15	ARCHITECTURAL CONTRACTOR	1,000.00
16	ENGINEERING CONTRACTOR	1,000.00
17	INSPECTION CONTRACTOR	1,000.00
18	PERMITTING CONTRACTOR	1,000.00
19	LEGAL CONTRACTOR	1,000.00
20	LANDSCAPE ARCHITECTURE CONTRACTOR	1,000.00
21	CONCRETE CONTRACTOR (continued)	8,000.00
22	ROOFING CONTRACTOR (continued)	4,000.00
23	WATER LINE CONTRACTOR (continued)	6,000.00
24	SEWER CONTRACTOR (continued)	4,000.00
25	STORM WATER CONTRACTOR (continued)	3,000.00
26	UTILITY CONTRACTOR (continued)	2,000.00
27	GEOTECHNICAL CONTRACTOR (continued)	1,000.00
28	ARCHITECTURAL CONTRACTOR (continued)	1,000.00
29	ENGINEERING CONTRACTOR (continued)	1,000.00
30	INSPECTION CONTRACTOR (continued)	1,000.00
31	PERMITTING CONTRACTOR (continued)	1,000.00
32	LEGAL CONTRACTOR (continued)	1,000.00
33	LANDSCAPE ARCHITECTURE CONTRACTOR (continued)	1,000.00
34	CONCRETE CONTRACTOR (continued)	8,000.00
35	ROOFING CONTRACTOR (continued)	4,000.00
36	WATER LINE CONTRACTOR (continued)	6,000.00
37	SEWER CONTRACTOR (continued)	4,000.00
38	STORM WATER CONTRACTOR (continued)	3,000.00
39	UTILITY CONTRACTOR (continued)	2,000.00
40	GEOTECHNICAL CONTRACTOR (continued)	1,000.00
41	ARCHITECTURAL CONTRACTOR (continued)	1,000.00
42	ENGINEERING CONTRACTOR (continued)	1,000.00
43	INSPECTION CONTRACTOR (continued)	1,000.00
44	PERMITTING CONTRACTOR (continued)	1,000.00
45	LEGAL CONTRACTOR (continued)	1,000.00
46	LANDSCAPE ARCHITECTURE CONTRACTOR (continued)	1,000.00
47	CONCRETE CONTRACTOR (continued)	8,000.00
48	ROOFING CONTRACTOR (continued)	4,000.00
49	WATER LINE CONTRACTOR (continued)	6,000.00
50	SEWER CONTRACTOR (continued)	4,000.00
51	STORM WATER CONTRACTOR (continued)	3,000.00
52	UTILITY CONTRACTOR (continued)	2,000.00
53	GEOTECHNICAL CONTRACTOR (continued)	1,000.00
54	ARCHITECTURAL CONTRACTOR (continued)	1,000.00
55	ENGINEERING CONTRACTOR (continued)	1,000.00
56	INSPECTION CONTRACTOR (continued)	1,000.00
57	PERMITTING CONTRACTOR (continued)	1,000.00
58	LEGAL CONTRACTOR (continued)	1,000.00
59	LANDSCAPE ARCHITECTURE CONTRACTOR (continued)	1,000.00
60	CONCRETE CONTRACTOR (continued)	8,000.00
61	ROOFING CONTRACTOR (continued)	4,000.00
62	WATER LINE CONTRACTOR (continued)	6,000.00
63	SEWER CONTRACTOR (continued)	4,000.00
64	STORM WATER CONTRACTOR (continued)	3,000.00
65	UTILITY CONTRACTOR (continued)	2,000.00
66	GEOTECHNICAL CONTRACTOR (continued)	1,000.00
67	ARCHITECTURAL CONTRACTOR (continued)	1,000.00
68	ENGINEERING CONTRACTOR (continued)	1,000.00
69	INSPECTION CONTRACTOR (continued)	1,000.00
70	PERMITTING CONTRACTOR (continued)	1,000.00
71	LEGAL CONTRACTOR (continued)	1,000.00
72	LANDSCAPE ARCHITECTURE CONTRACTOR (continued)	1,000.00
73	CONCRETE CONTRACTOR (continued)	8,000.00
74	ROOFING CONTRACTOR (continued)	4,000.00
75	WATER LINE CONTRACTOR (continued)	6,000.00
76	SEWER CONTRACTOR (continued)	4,000.00
77	STORM WATER CONTRACTOR (continued)	3,000.00
78	UTILITY CONTRACTOR (continued)	2,000.00
79	GEOTECHNICAL CONTRACTOR (continued)	1,000.00
80	ARCHITECTURAL CONTRACTOR (continued)	1,000.00
81	ENGINEERING CONTRACTOR (continued)	1,000.00
82	INSPECTION CONTRACTOR (continued)	1,000.00
83	PERMITTING CONTRACTOR (continued)	1,000.00
84	LEGAL CONTRACTOR (continued)	1,000.00
85	LANDSCAPE ARCHITECTURE CONTRACTOR (continued)	1,000.00
86	CONCRETE CONTRACTOR (continued)	8,000.00
87	ROOFING CONTRACTOR (continued)	4,000.00
88	WATER LINE CONTRACTOR (continued)	6,000.00
89	SEWER CONTRACTOR (continued)	4,000.00
90	STORM WATER CONTRACTOR (continued)	3,000.00
91	UTILITY CONTRACTOR (continued)	2,000.00
92	GEOTECHNICAL CONTRACTOR (continued)	1,000.00
93	ARCHITECTURAL CONTRACTOR (continued)	1,000.00
94	ENGINEERING CONTRACTOR (continued)	1,000.00
95	INSPECTION CONTRACTOR (continued)	1,000.00
96	PERMITTING CONTRACTOR (continued)	1,000.00
97	LEGAL CONTRACTOR (continued)	1,000.00
98	LANDSCAPE ARCHITECTURE CONTRACTOR (continued)	1,000.00
99	CONCRETE CONTRACTOR (continued)	8,000.00
100	ROOFING CONTRACTOR (continued)	4,000.00



**PRELIMINARY REVIEW CHECKLIST**

NO.	DESCRIPTION	DATE	BY	STATUS
1	GENERAL CONTRACTOR			
2	ELECTRICAL CONTRACTOR			
3	MECHANICAL CONTRACTOR			
4	PLUMBING CONTRACTOR			
5	PAINT CONTRACTOR			
6	LANDSCAPING CONTRACTOR			
7	ASBESTOS ABATEMENT CONTRACTOR			
8	CONCRETE CONTRACTOR			
9	ROOFING CONTRACTOR			
10	WATER LINE CONTRACTOR			
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14	GEOTECHNICAL CONTRACTOR			
15	ARCHITECTURAL CONTRACTOR			
16	ENGINEERING CONTRACTOR			
17	INSPECTION CONTRACTOR			
18	PERMITTING CONTRACTOR			
19	LEGAL CONTRACTOR			
20	LANDSCAPE ARCHITECTURE CONTRACTOR			



DATE: 10/20/2023  
 TIME: 10:30 AM

SCALE: AS SHOWN

PROJECT: 2023-10-20

NO. 10

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**CONTRACT**

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**MIRA**

**FIRST AMENDMENT TO  
TRANSFER STATION HOST COMMUNITY AGREEMENT**

This First Amendment to the Transfer Station Host Community Agreement (this "Amendment") is made effective as of the 15 day of JUNE, 2017, 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, Rocky Hill, Connecticut 06067 (the "Authority") and the CITY OF TORRINGTON, a municipality and political subdivision of the State of Connecticut, having its principal place of business at 140 Main Street, Torrington, Connecticut (the "Municipality"). The Authority and the Municipality are sometimes hereinafter collectively referred to as the "Parties."

Preliminary Statement

The Parties entered into a Transfer Station Host Community Agreement dated as of July 1, 2007 (the "Agreement"), whereby the Authority agreed to make payments in lieu of real and personal property taxes to the Municipality through June 30, 2017. The Parties now desire to amend the Agreement to provide that the term be extended for ten years.

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

1. Words or terms bearing initial capital letters that are used and not defined in this Amendment shall have the same respective meanings assigned to such words or terms in the Agreement.
2. Section 6 of the Agreement is hereby amended by deleting the first sentence thereof and substituting the following:

"The term of this Agreement shall begin on the Effective Date hereof and shall terminate on June 30, 2027."

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

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed effective as of the day and year first set forth above.

MATERIALS INNOVATION AND RECYCLING AUTHORITY

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

CITY OF TORRINGTON

By: Elinor Carbone  
Its Mayor  
Duly Authorized