GASOLINE AND DIESEL FUEL

- Utilizing East River Energy and State Contract # 15PSX0035
- Contracting volumes for City and Board of Education
  - Board of Education --
    - 100,000 gal Diesel at $2.79/gal
    - 16,000 gal Unleaded Gasoline at $2.99/gal
  - City –
    - 117,000 gal Unleaded Gasoline at $2.99/gal
    - 38,000 gal Diesel at $2.79/gal
  - Prices reflect a savings of:
    - $.15/gal Gasoline
    - $.08/gal Diesel

East River Energy

· Premium Quality Fuel Oils · Natural Gas · Electricity · Bio Fuels · HVAC

April 30, 2024

Mr. Neil Cavallaro
Superintendent
West Haven Board of Education
355 Main Street
West Haven, CT 06516

Submitted via Electronic Mail

Dear Mr. Cavallaro:
East River Energy is pleased to confirm the following agreement which has already been processed, as per the electronic mail exchanged between Charles Guadagnino of East River Energy and Rick Spreyer of the City of West Haven.

East River Energy shall supply and the West Haven Board of Education shall purchase the following as listed below.

Product	Contract Gallons	Contract Period	Fixed Price Per Gallon Excluding Taxes	Fixed Price Per Gallon Including Taxes
Ultra-Low Sulfur Diesel	**100,000**	**7/1/2024-6/30/2025**	**$2.7859**	**$2.7931**
Regular Unleaded Gasoline	**16,000**	**7/1/2024-6/30/2025**	**$2.7508**	**$2.9998**

Please note that Dyed Ultra Low-Sulfur Diesel is subject to L.U.S.T. of $0.0010 per gallon, the Federal Spill Fund Recovery Tax of $0.002143 per gallon and Superfund Tax of $0.004050 per gallon. Gasoline is subject to GRT, L.U.S.T of $0.0010 per gallon, the Federal Spill Fund Recovery Tax of $0.001927 per gallon and the Superfund Tax of $0.003642 per gallon.
East River Energy's payment terms are Net 25 Days.

Please sign below where indicated, along with Attachment A and return to my attention via email or facsimile immediately.

Thank you for your valued business. I look forward to continuing our mutually rewarding relationship.

Sincerely,

Electronically signed by
Charles Guadagnino
Commercial Fuels/Energy Management

CAG:kgl

Acknowledged by:

_____
Mr. Neil Cavallaro
Superintendent
Dated: _____

East River Energy

· Premium Quality Fuel Oils · Natural Gas · Electricity · Bio Fuels · HVAC

Attachment A

The price contained and offered in this contract is based upon the sale of the quantity of contract gallons as stated in the specifications. In the event that the customer exceeds 100% of the contract gallons during the contract period, East River Energy reserves the right to (1) extend the contract under the same terms and conditions, or (2) change the contract price to the OPIS New Haven daily rack average, plus $0.10 per gallon. In the event that the customer purchases less than 100% of the contract gallons during the contract period, East River Energy reserves the right to (1) extend the contract under the same terms and conditions, (2) have the customer purchase at the contract price the difference between the contract gallons and the actual delivered gallons; East River Energy shall have no obligation to deliver remaining gallons, or (3) terminate the contract. Storage fees or liquidation charges may apply and customer will be responsible for payment of any storage fees or liquidation charges. East River Energy will monitor consumption on a monthly basis. East River Energy reserves the right to allocate committed gallons on a pro-rata basis over the term of this contract. Should customer request a #1 Diesel (Kerosene) blend, the #1 Diesel Fuel gallons delivered will be invoiced based on the prevailing market rate. East River Energy reserves the right to utilize OPIS postings at its discretion. Should customer request a Performance Bond, cost is $15.00 per thousand with a minimum charge of $100.00.

Customer agrees to the terms of sale as set forth in this contract. If customer fails to pay within the terms of contract, customer agrees that East River Energy has the right to charge, and customer agrees to pay, a finance charge of 1.5% per month on any unpaid balance. If East River Energy hires an attorney or collection agency to collect the amounts the customer owes, customer agrees to pay any costs and expenses, including reasonable attorneys' fees and/or collection agency fees, incurred in the collection of the account or in enforcing the contract. In addition, any credit balance remaining on an account will be applied to the following year's purchases. Please note that any change in State or Federal taxes/fees over the course of the contract period will be passed down to the customer and customer will be responsible for payment on such new tax/fee rate.

East River Energy reserves the right to refuse to deliver to any tank, which, in its sole discretion, is deemed unsafe. Deliveries will resume once the problem is corrected. In the event a "run-out" occurs at a "will-call" tank, East River Energy reserves the right to levy a surcharge commensurate to the cost of providing immediate delivery, if one is requested. In the event a driver is re-routed due to a will call customer not taking the full load as ordered, East River Energy reserves the right to levy a delivery charge. Customer acknowledges that all tanks and piping are in good condition and meet all State and Federal regulations and specifications. Product samples, when requested, must come directly off of the truck before delivery is made. East River Energy is not obligated to deliver to any tanks or locations other than what is stated in the contract and/or bid specifications. In addition, East River Energy reserves the right to levy a fuel surcharge. East River Energy does not provide assurances for fuel which the customer stores in their tanks, or the condition of their tank, leakage or environmental contamination. This is including but not limited to spillage and inaccuracy of fuel ordering. Customer is responsible to notify East River Energy if any tank is replaced, eliminated, or if there is construction work around a tank location. These changes could affect scheduled delivery times, hose lengths, and fittings required to make the delivery. Please have your maintenance personnel keep driveways, pathways and fills clear of ice and snow. This ensures ability of timely delivery and personal safety of our drivers. Demurrage will be assessed if a delivery is delayed at your location by circumstances beyond our control, and/or if our driver finds it necessary to clear ice or snow in order to deliver fuel to your tank(s). Customer is responsible to pay any demurrage, delivery or fuel surcharges assessed during the contract period.

Publication: OPIS publications including the Oil Price Daily are copyrighted documents and therefore are not to be transmitted by East River Energy to the Customer by law. These publications change daily and it is the customer's responsibility to validate posted prices. The posting utilized will be most closely reflective of the product actually being delivered.

Force Majeure: East River Energy shall not be liable to the customer for any losses or damages to that customer in the event East River Energy is unable to fulfill its obligations under this agreement due to acts of God, fire, flood, war or any other causes beyond its control.

Signed by: _____ Dated: _____

Printed Name: _____

Your Energy Partner
401 Soundview Road · P.O. Box 388 · Guilford, CT 06437-0388
203.453.1200 · 800.336.3762 · FAX: 203.453.3899
www.eastriverenergy.com
Est. 1984

East River Energy

· Premium Quality Fuel Oils · Natural Gas · Electricity · Bio Fuels · HVAC

April 30, 2024

Ms. Dorinda Borer
Mayor
City of West Haven
355 Main Street
West Haven, CT 06516

Submitted via Electronic Mail

Dear Ms. Borer:
East River Energy is pleased to confirm the following agreement which has already been processed, as per the electronic mail exchanged between Charles Guadagnino of East River Energy and Rick Spreyer of the City of West Haven.

East River Energy shall supply and the City of West Haven shall purchase the following as listed below.

Product	Contract Gallons	Contract Period	Fixed Price Per Gallon Excluding Taxes	Fixed Price Per Gallon Including Taxes
Regular Unleaded Gasoline (City)	**117,000**	**7/1/2024-06/30/2025**	**$2.7508**	**$2.9998**
Ultra-Low Sulfur Diesel (City and Fire Dept.)	**38,000**	**7/1/2024-6/30/2025**	**$2.7859**	**$2.7931**
Midgrade Unleaded Gasoline (Fire Dept.)	**9,000**	**7/1/2024-6/30/2025**	**$2.8908**	**$3.1522**

Please note that Dyed Ultra Low-Sulfur Diesel is subject to L.U.S.T. of $0.0010 per gallon, the Federal Spill Fund Recovery Tax of $0.002143 per gallon and Superfund Tax of $0.004050 per gallon. Gasoline is subject to GRT, L.U.S.T of $0.0010 per gallon, the Federal Spill Fund Recovery Tax of $0.001927 per gallon and the Superfund Tax of $0.003642 per gallon.
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Please sign below where indicated, along with Attachment A and return to my attention via email or facsimile immediately.

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Sincerely,

Electronically signed by
Charles Guadagnino
Commercial Fuels/Energy Management

CAG:kgl

Acknowledged by:

_____
Ms. Dorinda Borer
Mayor
Dated: _____

East River Energy

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Attachment A

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Signed by: _____ Dated: _____

Printed Name: _____

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Est. 1984

ENVIRONMENTAL CONSULTING/LEP SERVICES

- BL Companies under State Contract 18PSX0153
- Contract covers multiple sites and runs through the end of 2026, with the option to add additional sites at the City's discretion
- Funded through an EPA Brownfield Assessment Grant totaling $500,000
- Total initial cost of this contract is a maximum of $217,650 for the already identified sites

Contract and EPA Grant documentation included in this packet

Architecture
Engineering
Environmental
Land Surveying
Companies

An Employee-Owned Company

May 1, 2024

Tammy O'Connell
Procurement Specialist
City of West Haven
355 Main Street
3rd Floor Purchasing Department
West Haven, CT 06516

Re:	Project:	Environmental Consulting / LEP Services
	Site:	Multiple Sites in West Haven, CT
	BL Project No.:	2400460

Dear Ms. O'Connell:

We are pleased to submit this Agreement to perform professional Services in connection with the above-referenced Project.

BL Companies Connecticut, Inc. directly or through one or more affiliated companies or wholly owned subsidiaries, referred to collectively below as the "**Consultant**" will perform professional Services for the City of West Haven referred to below as the "**Client**".

I. PROJECT UNDERSTANDING

This Agreement is based on Consultant's understanding that the nature of the Project is to conduct Environmental Consulting and Licensed Environmental Professional (LEP) Services for multiple properties in the City of West Haven, CT.

The location of the Project is multiple properties in the City of West Haven. Based on the Client's Request for Proposal (RFP) #2024-07 and additional follow-up correspondence, the Consultant understands that the properties include the following:

- 20 Helm Street
- Parcel adjacent to 20 Helm Street (also referred to as "Front Ave Rear")
- 668 Boston Post Road (FKA Orange Ave)
- 1 Kimberly Avenue
- 157 Daytona Street

The above referenced properties are collectively referred to below as the "**Site**".

The professional Services to be provided are more specifically described in the Scope of Services below. Consultant's Services generally will consist of Environmental Consulting and LEP

Services. In accordance with the Client's RFP #2024-07, the scope of work includes Phase I, II, and III Environmental Site Assessments, preparation of Remedial Action Plans (RAPs), and a potential Hazardous Building Materials (HBM) Assessment.

All work in regard to this Project is subject to this Agreement.

II. CLIENT RESPONSIBILITIES

Client is responsible for providing the following information or other items to Consultant. Delays in providing, or omissions in, such information or items will likely result in Additional Services. Consultant may use such information in performing its Services and is entitled to rely upon the accuracy and completeness thereof. Unless specifically stated in the Scope of Services set forth below, Consultant will not independently verify such information and is not liable for any errors or omissions. The information and other items to be provided by Client, or other consultants acting on behalf of Client, are:

- Providing Consultant with lawful access to the Site.
- Access over or around watercourses and wetlands, if applicable.
- Copies of existing drawings, boundary or topographic surveys, previous environmental reports, chain of title information, environmental liens or activity and use limitations (AULs), and any other existing information or specialized knowledge regarding environmental conditions at or relevant to the Subject Property, if available.
- A completed *User Questionnaire*, as discussed in Section III.A.1 below.
- Any as-builts or record documents, if applicable.

III. SCOPE OF SERVICES

A. Basic Services

Consultant will perform the following phases of Basic Services in relation to the Site:

1. Phase I Environmental Site Assessments (5 total)
2. Phase II Environmental Site Assessments (5 total)
3. HBM Assessment – 1 Kimberly Ave
4. Phase III Environmental Site Assessments (3 total)
5. Remedial Action Plans and Remedial Cost Estimates (2 total)
6. Meetings with Client and EPA

1. Phase I ESAs (5 Total)

Consultant will conduct Phase I ESAs for all four properties in accordance with the ASTM E1527-21 "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process", the requirements of All Appropriate Inquiry (AAI), and the Connecticut Department of Energy and Environmental Protection (CTDEEP) Site Characterization Guidance Document (SCGD) dated September 2007, and revised December 2010. Consultant will seek to identify conditions indicative of a release and/or potential release of hazardous substances and petroleum products in, on, or at the Subject Property by gathering information related to: (1) current and past property uses and occupancies; (2) current and past uses of hazardous substances and/or petroleum products; (3) waste

management and disposal activities; (4) current and past corrective actions and response activities; (5) engineering and/or institutional controls; and (6) adjoining and surrounding properties.

Consultant's scope of work for this practice includes, but may not be limited to, the following:

- The provision of a *User Questionnaire* to be completed by a representative of the "User" (i.e., the party seeking to use/rely upon the ESA report);
- Review of required historical record sources;
- Review of federal, state, tribal, historical, and local government records;
- Interview(s) of one or more individuals with knowledge of the Subject Property (e.g., property owners, operators, occupants, etc.);
- Interviews and/or inquiry(ies) with state and/or local government agency(ies) and officials; and
- Site reconnaissance, including one visit to each property and visual inspections of the properties and portions of the adjoining properties. This proposal assumes all four properties can be visited during the same day.

The goal of the process will be to identify areas of concern ("AOCs"), recognized environmental conditions ("RECs") controlled RECs ("CRECs"), historical recognized environmental conditions ("HRECs"), business environmental risks ("BERs"), and de minimis conditions in connection with the properties. Based on the information, the Consultant will develop Conceptual Site Models (CSMs) and investigation scopes of work for each property. Documentation will be collected to assist with applicability determination for the Connecticut Transfer Act.

In accordance with Section 6 of ASTM E1527-21, it is the responsibility of the User to report to Consultant any environmental liens or AULs encumbering the Subject Property. If this information is not readily available, Consultant can contract with a third-party provider to conduct this search on Client's behalf for an additional fee. The aforementioned User Questionnaire, if completed and returned, will be included in the report and will aid in satisfying the "User's Responsibilities" portion of ASTM E1527-21.

Phase I ESA Report Preparation

Consultant will prepare written ESA reports (1 for each property) that (1) details the methodologies, inquiries, and findings of the assessment and provides an opinion regarding conditions indicative of a release and/or potential release of hazardous substances or petroleum products; (2) identifies significant data gaps; (3) includes the qualifications of the environmental professional(s); (4) includes a declaration that the primary author of the report meets the definition of an environmental professional (EP) as defined by ASTM, and (5) includes other components as required by ASTM E1527-21 such as dates of interviews and site reconnaissance, and photographs of features, activities, and uses. The report will include applicable documentation to support the analysis, opinions, and conclusions of the assessment. Limitations of the assessment or deviations from the standard practice, if any, will be identified.

The reports will be issued in draft format for review by the City, and if requested State and Federal officials. Consultant will meet with the Client to review the draft Phase I ESAs and the reports will then be finalized upon receipt of comments. Upon completion, electronic versions (i.e., pdf) of the reports will be provided to the Client. The fixed fee provided below does not include the production/delivery of hard copies of the report.

The findings in the report will be based upon conditions at the time of completion of the individual components of the ESA, and are presumed viable to the extent the earliest component of the ESA is conducted within 180 days prior to the date of parcel acquisition (or the date of the intended transaction if applicable) per Section 4.6 of ASTM E1527-21. Client shall be responsible for any additional charges associated with requests to update the report.

2. Phase II ESAs (5 Total)

Phase II ESAs are designed to determine if releases of regulated compounds have occurred to soil or groundwater. The extent of soil and groundwater testing conducted as part of Phase II Site Assessments are designed to investigate site-specific AOCs and RECs typically identified during the Phase I ESA or review of work previously completed.

Prior to conducting field investigations, workplans and Quality Assurance Project Plans (QAPPs) will be prepared by Consultant for approval by the City and EPA, if required. Field work is then completed according to the work plan and QAPPS, and the results are reported in Phase II and Phase III reports that describe the field activities and methods, and the results of the testing compared to the Remediation Standard Regulations (RSRs). Potential remediation cost estimates will be provided when requested.

The proposed scope of work for each Phase II Site Assessment is as follows:

Existing Data Analysis and Conceptual Site Model
As noted above as part of the Phase I process, Consultant will compile and review existing soil and groundwater data for each Site, if any exists. The data will be evaluated against current RSR criteria. It will also be evaluated against data usability and validation criteria. Lastly, it will be evaluated against the Site Characterization Guidance criteria with respect to the degree to which it has delineated identified releases to soil and/or ground water. BL Companies will confirm and/or revise the list of RECs and AOCs developed by others and / or updated Phase I ESA activities. The task items described below may be refined based on the results of this task.

Preparation of Site Investigation Work Plan and Health and Safety Plan
After the completion of the Phase I ESAs, ESA reviews and updates, and prior to initiation of field activities and testing, BL Companies will prepare a Site Investigation Work Plan and Health and Safety Plan for each Site for review and approval by the City and EPA.

The Site Investigation Work Plan will include the following:

- Data Quality Objectives
- Proposed Soil and Groundwater Testing Locations
- Groundwater Sampling Testing Protocols
- Soil Sampling and Testing Protocols
- Field Screening Procedures and Protocols
- Proposed Analytical Laboratory and SOPs

The site-specific Health and Safety Plan (HASP) will be prepared which will include the following:

- Applicable OSHA and HazWOPER regulations
- A Job-Safety Analysis (JSA)

- A list of site Contaminants-Of-Concern (COCs)
- Personal Protective Equipment (PPE) requirements and upgrade criteria
- Certificates of Training requirements
- Route to the nearest hospital

Soil and Groundwater Sampling

The scope of work for each Site includes ground penetrating radar (GPR) and utility location surveys to assist with the identification of subsurface structures and utilities. This information at this phase may be useful to finalize work plans due to utility conflicts, pre investigation identification of areas of fill, or underground obstructions such as former foundations. Information collected will be used to update the CSM and work plans. The GPR survey may be limited at the Site located at 668 Boston Post Road, depending on how much clearing is completed to gain access to proposed boring and monitoring well locations.

The scope of work for each Site includes the completion of soil borings and the installation of groundwater monitoring wells using a track-mounted Geoprobe. The scope and fee for each Site is based on one day at each Site with the Geoprobe and crew and will include:

- The completion of eight soil borings to a maximum depth of 15 feet below existing grade or to refusal, whichever is shallower. Only four borings are proposed for 1 Kimberly Avenue, given the small size of the that property.

  Soil samples will be collected from each boring location continuously using five-foot plastic sleeves.

- During boring activities, Consultant will look for visible/olfactory/field screening evidence of releases of regulated compounds. A photoionization detector (PID) will be used to screen the recovered soil samples for the presence of volatile organic compounds (VOCs).

- Installation of three permanent groundwater monitoring wells at each Site. The wells will be constructed of two-inch diameter PVC screen and riser, with the screen set approximately seven feet into the shallow water table. The wells will be constructed using standard industry practice, including sand pack around the well screen to one-foot above the top of the screen, a bentonite seal above the sand pack, native cuttings above the bentonite seal, and installation of a flush-mount curb box to protect the well.

  Deep overburden or bedrock wells are not included in the scope and fee for the Phase II Site Assessments.

- Following well installation, each well will be developed via pumping to remove fines and sediment from the drilling process and to maximize the connection between the well screen and the shallow overburden aquifer.

- At least one week after well installation, the monitoring wells will be sampled using low-flow sampling methodology. Aquifer parameters will be measured prior to sample

collection until stabilization criteria are met. Samples will be collected into laboratory-provided bottles, placed on ice (as required), and delivered to the laboratory under proper chain of custody.

- The monitoring wells will be surveyed to establish an elevation of the tops of the monitoring wells in relation to an arbitrary datum. Depth to water in each well will be measured prior to the initiation of low-flow sampling. The well elevation and depth to water data will be used to determine the flow direction of groundwater in the shallow aquifer across the Sites.

- Soil and groundwater samples will be submitted to a Connecticut licensed analytical laboratory for analysis for the presence or regulated compounds, including appropriate QA/QC samples, as follows:
    - ETPH – seven (7) soil samples and four (4) groundwater samples per property, except at 1 Kimberly Avenue and 157 Daytona Street where only five (5) soil samples per parcel will be analyzed.
    - PAHs - seven (7) soil samples and four (4) groundwater samples per property, except at 1 Kimberly Avenue and 157 Daytona Street where only five (5) soil samples per parcel will be analyzed.
    - VOCs - seven (7) soil samples and four (4) groundwater samples per property, except at 1 Kimberly Avenue and 157 Daytona Street where only five (5) soil samples per parcel will be analyzed.
    - Total Metals - four (4) soil samples and four (4) groundwater samples per property, plus an additional four (4) soil samples from 20 Helm Street.
    - SPLP Metals - two (2) soil samples per property, plus an additional two (2) soil samples from 20 Helm Street.
    - PCBs – four (4) soil samples from 668 Boston Post Road and four (4) soil samples from 20 Helm Street
    - Asbestos – ten (10) surface soil samples from 20 Helm Street (and the adjacent parcel)

The proposed analytical suite does not include analysis of soil or groundwater for PFAS. This will be further evaluated after completion of the Phase I ESAs and again after completion of the Phase II ESAs.

The analytical fees are based on Department of Administrative Services (DAS) approved rates and are based on standard (seven to 10 days) turnaround time from the laboratory.

Upon receipt of the analytical data from the laboratory, Consultant will tabulate the findings into figures and tables and provide an executive summary for review and discussion with the City of West Haven. At that time, it is anticipated that the need for the Phase III Site Assessments will be discussed, and the two Sites selected for additional investigation to support remedial planning and the requested level of investigation.

Phase II ESA Reports
Phase II Site Assessment reports will be completed with soil and ground water data summary tables, figures showing boring and monitoring well locations and ground water flow direction across the Site, a summary of key findings, and recommendations for additional investigation, if needed.

The reports will be issued draft initially. Comments provided by the City and EPA will be incorporated into the final reports for electronic delivery. When requested, hard copies of the final report will be prepared.

3. HBM Assessment – 1 Kimberly Avenue

Consultant will complete a Hazardous Building Material Assessment (HBMA) at the building located at 1 Kimberly Avenue, which is the only one of the four Sites with a building. The HBMA will include the following:

Asbestos Survey
The survey will be performed by Consultants' Connecticut Licensed Asbestos Inspectors. Sampling will be performed in compliance with EPA National Emission Standards (NESHAP) and state regulations. Our in-house Connecticut HBM team holds all the Connecticut Asbestos licensing including inspector, management planner, monitor, and designers.

This survey will be a screen of potential suspect materials and will be performed in compliance with NESHAP regulations. This survey is being performed with obtrusive sampling in an unoccupied building for the purposes of future demolition. Roof sampling will be performed in areas where the building roofs are considered accessible. Inaccessible roofing materials will be assumed to be ACM.

The asbestos inspector will survey the building and collect samples of suspect asbestos containing materials (ACMs) in a limited manner. It is anticipated that thirty (30) samples will be collected for asbestos analysis. The laboratory will be instructed to stop at first positive for any multiple samples of homogeneous material and for layered materials.

Lead Paint Survey
Lead-based paints are typically found in buildings that were constructed prior to 1978. According to Tax Assessor Records, the Site building was constructed within the timeframe of lead-based paint being used. A Connecticut licensed lead inspector will survey the building and collect samples of suspect lead-based paints (LBPs) in a limited manner. It is anticipated that ten (10) samples will be collected for lead analysis.

Metal components with lead-based paint can be recycled at the time of disposal. Lead painted concrete can usually pass analysis for disposal as construction debris. If lead-based paint is discovered, a TCLP sample may be later taken to determine waste characterization for disposal.

PCB Survey
For buildings constructed or renovated between 1950 and 1978, a PCB inspection should be conducted prior to demolition. A plan of action should be designed to minimize the cost impact of PCB materials on the renovation/demolition tasks. In a renovation it is often better to assume materials to be PCB containing rather than perform sampling. For demolition projects, thorough sampling is usually the best approach. Once a sampling scheme has been determined the survey will be completed.

No sampling for PCBs is included in this proposal as the identification of PCB materials will trigger a requirement to remediate by EPA and CTDEEP regulations. The survey will include quantifying and locating suspect PCB-containing building materials.

If requested and approved by the City of West Haven, we will collect samples from ten (10) suspect PCB-containing materials, which requires three samples per suspect material for a total of thirty (30) samples that will be collected for PCB analysis by Soxhlet Extraction.

Other Hazardous Materials
Hazardous material surveys will include locating and quantifying mercury bulbs/thermostats, PCB/DEHP ballasts and other regulated or hazardous materials that require special handling or disposal.

HBMA Report
The findings of the HBMA will be presented in a report that includes laboratory results with locations and quantities of materials. The report will provide tables with asbestos-containing materials, Lead Based Paint, and suspect PCB-containing materials. A table will be included tabulating quantities of other hazardous materials. If requested, a preliminary cost estimate for HBM abatement can be provided.

4. Phase III ESAs (3 Total)

The Client has requested the completion of Phase III ESAs for two of the target properties. The location of the Phase III ESAs will be selected after completion of the Phase II ESAs.

In general, the scope of work for each Phase III is expected to be similar to the Phase II ESAs and include:

- Preliminary planning, workplan development, and utility mark-out.
- Collection of additional soil samples to fill data gaps identified after completion of the Phase II ESAs and/or to delineate release areas detected during the Phase II ESAs
- Installation of additional groundwater monitoring wells, if necessary to fill data gaps and/or delineate the extent of impacted groundwater identified during the Phase II ESAs. This may or may not involve testing at downgradient, off-site properties.
- Laboratory analysis of additional soil and groundwater samples for the presence of regulated compounds.
- Preparation of additional reports or revision of the Phase II ESAs reports to include the results of the Phase III ESAs. The Phase III reports will provide additional detail regarding the distribution of contaminates of concern.

Because it is not known which of the four properties will require Phase IIIs or the scope of the Phase III Site Assessments, we have provided a potential range for the cost of the Phase III ESAs. The final scope and fee for each Phase III ESAs will be determined after the Phase II ESAs are complete and the scope and fee will be approved by the Client prior to initiating the work.

5. Remedial Action Plans and Remedial Cost Estimates (2 Total)

The Consultant will prepare Remedial Action Plans (RAPs) and associated remedial costs estimates for two of the properties, which will be determined following completion of the Phase III ESAs.

A Remedial Action Plan (RAP) will include:

- A brief Site history including previous uses and cleanup/remediation activities, if any.
- A summary of the Phase II/III findings including summary data by REC.
- Summary of applicable standards and regulation pertaining to Site cleanup/remediation. Analytical summary tables and figures will be used to depict the findings.
- Proposed Site reuse plans, if available.
- A description of remedial alternatives and the Options of Probable Remedial Cost associated with each REC.
- Justification for the selection of the remedial action recommended for each REC.

The remedial planning process is typically completed in two steps, depending on the availability of reuse plans for each Site:

Preliminary Remedial Action Plan (RAP)
Following review of the Phase II/III ESA data, and assuming the data supports the need for remediation of soil and/or groundwater, Consultant can prepare a preliminary RAP and associated preliminary cost estimate to remediate soil and/or groundwater to achieve compliance with the RSRs. The RAP and cost estimate will discuss options for compliance, including but not limited to soil excavation and off-site disposal, in-situ treatment of soil or groundwater, monitored natural attenuation of groundwater, and the use of engineering and institutional controls. The cost estimate can be included in the preliminary RAP or provided under separate cover.

Final RAP
A final RAP is typically developed based on the site investigation data and a final redevelopment plan. A key component of the final RAP is integration of the remediation with redevelopment activities. Remediation and redevelopment must be evaluated together in order to maximize cost efficiencies while still protecting human health and the environment and achieving compliance with the RSRs. This coordination is critical to making projects financially viable and achievable.

Our scope and fee include the completion of either preliminary or final RAPs for two of the target properties, depending on the availability of development plans. If development plans are available, we will complete final RAPs. If development Plans are not available, Consultant will complete preliminary RAPs that can be finalized at a later date, and which may require an additional fee to complete.

6. Meetings with Client and EPA

Consultant would recommend meetings with the Client and/or EPA at these project milestones:

- upon authorization to proceed and prior to starting the Phase I ESAs
- upon completion of the Phase I ESAs and prior to starting the Phase II ESAs
- upon completion of the Phase II ESAs and the HBMA, and prior to starting the Phase III ESAs
- Upon completion of the Phase III ESAs
- upon completion of preliminary or final RAPs

B. Exclusions And Additional Services

The Scope and Fee for Basic Services are based on information provided by Client. If Project parameters or field conditions vary significantly or if unforeseen circumstances arise, such changes will likely result in Additional Services and may affect construction costs and other Project costs.

The Services being provided within the Fee for Basic Services are only those which are expressly set forth in this Agreement. All other Services are Additional Services. Additional Services will be provided only if authorized by Client.

Consultant can provide any or all of the following Additional Services which is not an exhaustive list. Any Additional Services not listed below may be provided by others. Additional Services provided by Consultant will be paid on an hourly basis invoiced at the Consultant's Hourly Billing Rates in effect when the Services are performed.

1. In addition to the specific items identified as Additional Services under individual work phases, Consultant can provide additional types of Services including:

a. Survey Services including property surveys, topographic surveys, aerial mapping, easement maps, subdivisions, wetlands delineation and mapping, boundary monumentation and construction layout.
b. Additional Environmental Services not described above, including but not limited to, natural resources evaluations.
c. Subsurface utility engineering (SUE) to locate underground utilities.
d. Site concept plans.
e. Traffic studies and analysis.
f. Civil site design.
g. Off-site improvement design.
h. Regulatory analysis and permitting strategies including zoning, wetlands and other local, state and federal requirements.
i. Regulatory permitting including local, state and federal environmental permitting
j. Regulatory permitting associated with local and state road opening, highway occupancy, encroachment and related traffic permitting.
k. Architecture and building design.
l. Structural engineering.
m. Mechanical, electrical, plumbing and fire safety engineering.

n. Design and specification of voice and data cabling systems, infrastructure and equipment.
o. Interior Design.
p. Landscape architecture.
q. Bid phase Services.
r. Construction cost estimating.
s. Construction administration.
t. Construction inspection.
u. Assistance with LEED, Green Globe or similar energy or environmental certifications.
v. Commissioning.
w. Cultural Resource services including Section 106 compliance; historic architecture and archaeological investigations; and Geographic Information Systems (GIS) analysis.
x. Natural Resource services including National Environmental Policy Act (NEPA) and any state and local environmental policy act compliance, state and federal wetland delineations, jurisdictional determinations and wetland functional assessments including stream assessments and restoration techniques, habitat assessments, vernal pool assessments and surveys as well as Section 7 coordination under the Endangered Species Act, including bat habitat assessments.
y. Topical and comprehensive planning services, including community and economic revitalization programs, open space and historic resource preservation, and funding/revenue alternatives, grant writing and management.

2. Redesign or excessive revisions required by Client or public agencies. The Fee specified is based on reasonable and customary revisions required by public agencies. Redesign or excessive revisions will constitute Additional Services.

3. Any services in support of litigation, mediation, an administrative action or arbitration relating to the Project or the Site and any additional design or permitting activities resulting from the final resolution of such litigation, mediation, administrative action or arbitration.

4. Modifications to Consultant's work required by changes in applicable federal, state and local law, including statutes, ordinances and regulations.

5. Services necessary to respond to the recommendations of any value engineering exercise including modifications to any reports, drawings, specifications, bidding or other documents.

6. Unless otherwise specified, the Scope and Fee is based on the understanding that the Project delivery method is Design – Bid – Build. Change to a different Project delivery method will likely result in Additional Services.

7. Services necessary to prepare multiple bid packages for phased construction or other reasons.

8. Services necessary to address issues which arise if the Client elects to bid the Project based on documents other than complete and final construction documents.

9. Preparation and maintenance of a Building Information Model (BIM).

10. Review, revision and execution of certifications required by Client or Client's lender. Consultant will not certify to matters that are beyond the scope of services provided by Consultant. Additionally, Consultant can only certify as to visible surface features as shown on the construction documents. Review and revision of lenders' form documents to conform them to Consultant's scope and to reflect actual project considerations is an Additional Service.

IV. SCHEDULE

Consultant provided a preliminary schedule for the proposed project. Consultant will work with the Client to develop a schedule that is mutually agreeable to both parties, which schedule may be revised during the course of the Project by mutual agreement of the parties.

V. FEES AND EXPENSES

A. Fees For Basic Services

The Fee specified is based on Consultant providing all of the Services included in Basic Services. If the Client desires Consultant to perform some, but not all, of the Services included in Basic Services, then the Fee for individual phases may increase. The revised Fee will be negotiated separately.

The Fee specified is based on Consultant performing the Basic Services in a logical and efficient sequence. If Client directs a different sequence of Services, such revised sequence will likely require Additional Services and may impact the Schedule of the Project including regulatory review and approvals. Consultant shall not be responsible for any increased costs or delay in the Project resulting from Client's decision to alter the sequence.

The breakdown of the Total Fee among the phases as set forth below is a good faith estimate. The cost of particular phases of Basic Services may exceed the estimate below, but Consultant will not incur Fees beyond the Total Fee as presented below without Client authorization.

Fixed Fee. Consultant will provide the Basic Services identified as "Fixed" for the Fixed Fee set forth. Fees for each phase will be billed monthly on the basis of percentage completion.

See Cost Proposal and Project Team Rate Schedule, which is attached as Exhibit A.

B. Fees for Additional Services

All Additional Services will be paid in addition to the Total Fee. Unless otherwise agreed, such Additional Services will be paid on the basis of actual time spent using the Hourly Billing Rates in effect when the Services are performed.

C. Reimbursable Expenses

1. Expenses included as overhead:

Routine copies and printing, first class postage, routine local and long-distance telephone service and facsimile transmission and receipt will be provided without charge.

2. Expenses reimbursable to Consultant:

All other out-of-pocket expenses including subconsultants, subcontractors, materials, equipment rentals, mileage, travel expenses, traffic control, additional insurance requirements imposed by the Client, multi-set or large volume copying and printing, binding, overnight delivery service, deed and map copies and application fees and related expenses required for agency or Client submissions are Reimbursable Expenses. Client will pay Reimbursable Expenses to Consultant at cost plus fifteen percent (15%) for administration and overhead.

D. Hourly Billing Rates

Consultant will utilize the following Hourly Billing Rates, which include fringe, burden and overhead:

Hourly Billing Rates
January 1, 2024

Classification:	Hourly Rate:
Senior Principal	$275-$375
ENGINEERING & LANDSCAPE ARCHITECTURE	
Principal Engineer	$235-$300
Principal Landscape Architect	200-245
Senior Project Manager	220-280
Project Manager	180-250
Senior Engineer	160-250
Project Engineer	135-195
Staff Engineer	125-150
Senior Mechanical Gas Designer	180-210
Senior Landscape Architect / Specialist	170-220
Project Landscape Architect / Specialist	140-175
Staff Landscape Architect / Specialist	110-140

Principal Construction Inspector	180-270
Senior Construction Inspector	170-230
Construction Inspector	130-190
Project Coordinator	115-150
Senior GIS Specialist	130-195
GIS Specialist	115-160
GIS Technician	95-130
Senior CADD Designer	125-160
CADD Designer	100-140
Technician	90-105
Senior Administrative Assistant	100-110
Administrative Assistant	75-100

ARCHITECTURE

Principal Architect	$220-$300
Senior Project Manager	210-280
Project Manager	190-250
Senior Architect	180-250
Project Architect	160-200
BIM Manager	150-190
Job Captain	135-190
Staff Architect	120-150
Senior Designer	130-160
Designer	100-145
CADD Operator	100-135
Senior Construction Manager	200-240
Senior Construction Administrator	155-175
Construction Administrator	135-155
Project Coordinator	110-150
Construction Coordinator	95-125
Administrative Assistant	75-100

MEP & STRUCTURAL ENGINEERING

Principal Engineer	$235-$300
Senior Project Manager	220-280
Project Manager	185-250
Senior Engineer	180-250
Project Engineer	135-195
Staff Engineer	125-150
Project Coordinator	110-150
Senior CADD Designer	120-160
CADD Designer	100-140
Technician	90-105
Senior Administrative Assistant	100-110

Administrative Assistant	75-100

SURVEY & SUBSURFACE UTILITY ENGINEERING

Principal Land Surveyor	$230-$300
Senior Land Surveyor	215-260
Senior Project Manager	215-260
Project Manager	150-220
Senior Survey Technician	145-195
Survey Technician	105-155
Subsurface Utility Specialist	105-175
Crew Chief / 1-Man Robotic Crew	115-190
Transit Operator / Instrument Person	100-125
Rod Person / Technician	90-115
Project Coordinator	110-150
Administrative Assistant	75-100

ENVIRONMENTAL

Principal Environmental Scientist	$220-$300
Senior Project Manager	210-280
Project Manager	155-250
Senior Environmental Scientist	170-250
Senior Project Scientist	140-210
Project Scientist	110-195
Staff Scientist	95-150
Senior Environmental Inspector	125-190
Environmental Inspector	105-145
Environmental Quality Control Coordinator	110-190
Senior GIS Specialist	115-195
GIS Specialist	105-160
GIS Technician	90-130
Field Technician	90-105
Senior Administrative Assistant	100-120
Administrative Assistant	75-100

E. Fee Protection

The Fee proposed in this Agreement shall remain valid for three months after the date of this Agreement. Consultant retains the right to revise the Fee and/or update this Agreement if this Agreement is not executed by the Client or work has not yet begun, due to no fault of the Consultant, within three months of such date.

The Hourly Billing Rates shall remain in effect for work done during the calendar year. Consultant adjusts its Hourly Billing Rates annually on January 1.

F. Billing

Consultant will bill Client by issuing invoices at of the end of each month beginning with the commencement of work and continuing through Project completion. Each monthly invoice will be for all Fees earned (whether for Basic Services or Additional Services) and Reimbursable Expenses incurred by Consultant during the month. Sales and Use Tax, if any, imposed on the Consultant will be added to the bill. Client agrees that all invoices are due no later than thirty days after the date of the invoice. Client's payment of the invoice will acknowledge that Client is satisfied with Consultant's services and knows of no defect or deficiency in Consultant's services at the time of payment. If Client objects to all or any portion of the invoice, Client will notify Consultant within ten (10) business days from the date of receipt of the invoice and shall make timely payment of the undisputed portion of the invoice. The parties will immediately confer to resolve the disputed portion of the invoice.

Consultant reserves the right to charge interest at 1.5% per month on the unpaid balance of any invoice beginning on the 31st day after the date of the invoice. Consultant also reserves the right to suspend or terminate Services on all of Client's Projects if any balance remains unpaid for more than 30 days after the date of the invoice. If Client is or has been delinquent in its payments, Consultant reserves the right to require payment prior to the commencement of additional work. Consultant shall not be liable to Client for any costs or damages or any impact on Project Schedule that may result from Consultant's suspension of services due to Client's nonpayment. If Consultant resumes services after all invoices have been paid, the schedule and compensation may be equitably adjusted to reflect any delays or additional costs caused by such suspension of services. Continuation of service is not a waiver of Consultant's right to collect all sums due and is not a waiver of Consultant's right to suspend or terminate Services at a later time. The suspension or termination of Services shall be without further obligation or liability from Consultant to the Client but shall not relieve the Client of the obligation to pay for Services performed by Consultant through the date of termination. Consultant reserves the right to withhold any deliverables until Client has paid in full. If Consultant engages an attorney or collection agency to collect any unpaid balances, the Client shall be responsible for all costs, expenses, attorney fees for outside and in-house counsel and collection fees incurred by Consultant in the collection of any unpaid balances.

Send remittances to:

By Check via USPS Mail: BL Companies, Inc.
PO Box 845920
Boston, MA 02284-5920

By Check Via FedEx or: BL Companies, Inc.
UPS Attn: Lockbox Operations – Box 845920
1 Cabot Road, Suite 202
Medford, MA 02155

By Wire: Wire Routing Number: 011500120
ACH Routing Number: 211170114

Citizens Bank Account Number: 2202501333
Swift Code # (for international wire) CTZIUS33

Bank info: Citizens Bank
1 Citizens Drive
Riverside, RI 02915

When initiating a wire, please send remittance advice to AR@BLCompanies.com. Include your invoice number(s) to assure your payment is applied properly.

G. Retainer

An initial payment of ZERO dollars ($0) shall be made at the time the executed Agreement is returned to Consultant and shall be credited to the Client's account as necessary. Consultant will not commence services until Consultant has received both the executed Agreement and Retainer.

VI. TERMS & CONDITIONS

This Agreement is subject to the attached Consultant Contract Provisions, which are incorporated into this Agreement in their entirety.

This Agreement and Consultant's performance hereunder is subject to the terms and conditions of the attached U.S. Environmental Protection Agency Cooperative Agreement; Grant Number (FAIN): 00A008311; Recipient: City of West Haven; dated 09/09/2022, which is incorporated into the Agreement in its entirety.

This Agreement and Consultant's performance hereunder is subject to the attached EPA Terms and Conditions Effective October 1, 2022, which are incorporated into this Agreement in their entirety.

VII. CLOSING STATEMENT

If this Agreement, along with the attached Consultant Contract Provisions, is agreeable, please indicate your acceptance by signing on the attached acceptance form, and by returning an executed Agreement along with the retainer, if required, to the named individual below. A signature transmitted by electronic means shall be binding and have the same force and effect as an original signature. Any changes to this Agreement must be initialed by both parties to be binding.

After we receive the executed Agreement from you, and any required retainer, we will execute it to make it a binding Agreement and return one (1) fully executed Agreement to you.

We look forward to participating in the successful realization of this Project.

Very truly yours,

BL COMPANIES, INC.

By: _____

Samuel R. Haydock, MS, LEP
Principal-in-Charge

[Execution signatures on following page]

ACCEPTED AND AGREED

CLIENT
CITY OF WEST HAVEN

By: _____ Date: _____

Printed Name: _____

Title: _____

This contract is approved as to correctness of form.

_____
Corporation Counsel

CONSULTANT
BL COMPANIES CONNECTICUT, INC.

By: _____ Date: _____

Printed Name: _____

Title: _____

Please send executed Agreement to:
BL Companies Connecticut, Inc.
355 Research Parkway
Meriden, CT 06450
shaydock@blcompanies.com
Attention: Samuel R. Haydock, MS, LEP

CONSULTANT CONTRACT PROVISIONS

1. **CONTRACT** – This Agreement constitutes the full and complete agreement between the parties and may be changed, amended, added to, superseded or waived only if both parties specifically agree in writing to such amendment of the Agreement. This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. In the event of any inconsistency between this Agreement and any proposal, contract, purchase order, requisition, notice to proceed or like document, this Agreement shall govern.

2. **RIGHT OF ENTRY** – When entry to property is required for the Consultant to perform its Services, the Client agrees to obtain legal right-of-entry on the property.

3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations and other documents, including those in electronic form, prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant-generated documents for marketing purposes, for purposes other than the purpose for which the documents were prepared by Consultant, or for future modifications, without Consultant's express written permission.

   Any reuse, distribution to third parties or modification without such express written permission or specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, independent professional associates, subconsultants and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Consultant from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse, modification or distribution.

4. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any Services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Accordingly, Client shall require all of its contractors and subcontractors to indemnify and hold harmless Consultant from any and all claims, losses, suits, damages, and liabilities, including attorneys' fees and costs, arising in any way from such contractors' or subcontractors' services or work product, except to the extent caused by Consultant's sole negligence. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the contract documents.

5. **STANDARD OF CARE** – Consultant and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that Services provided will be rendered without any warranty, express or implied. The Client recognizes that the professional standard of care does not require that the Consultant's instruments of service be perfect and that some change orders may be required even by instruments of service that meet the professional standard of care. Accordingly, and in recognition of the possibility of unforeseen circumstances occurring during the life of the Project, the Client agrees that the Project budget for design and construction will include a contingency which is reasonable in light of the stage of the Project and the information available at the time the budget is established. Consultant will not be liable for increased construction costs that are within a reasonable contingency.

   The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's Services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect.

   In the event a change is required because the Consultant breached the standard of care, then: (1) the Consultant shall be responsible for revising its instruments of service at no cost to the Client; (2) if a required item or component of the project is omitted from the construction documents or if a change order is otherwise required, Consultant shall be responsible for paying the incremental cost of adding or correcting that item or component, excluding the reasonable cost that would have been incurred by the Client at the time of the original bid for such Project item or component to the extent such item or component would have been required and included in the original construction documents; (3) in no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

   Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

6. **OPINION OF PROBABLE COSTS** – When required as part of its work, Consultant will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Consultant hereunder will be made on the basis of Consultant's experience and qualifications and will represent Consultant's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that Consultant does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

7. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by Consultant. The Client shall remain liable for, and shall promptly pay Consultant for all Services rendered to the date of suspension of Services. Continuation of the Services at a later date may result in additional fees.

8. **TERMINATION** – This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Client will pay Consultant for all Services rendered and Reimbursable Expenses incurred under this Agreement to the date of termination.

9. **INSURANCE** – Consultant will maintain Worker's Compensation insurance meeting statutory requirements and will maintain general liability, automobile liability, and professional liability coverage of at least one million dollars ($1,000,000.00) during the time Consultant is providing Services to Client.

10. **AGREED REMEDY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that, to the maximum extent permitted by law, Client agrees to limit the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents and subconsultants for any and all of the Client's or anyone claiming by, through or under the Client's damages, injuries, claims, losses, or expenses whatsoever arising out of or in any way related to Consultant's Services, the Project or this Agreement, to the sum of one million dollars ($1,000,000.00) This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

    It is the intent of the Client and Consultant that the Consultant's Services under this Agreement shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the Services that are performed under this Agreement.

    Client may not assert any claim against Consultant after the shorter of three (3) years from substantial completion of Services giving rise to the claim or the statute of repose provided by law.

11. **CHANGES OR DELAYS** –The Fees described in Section V constitute Consultant's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

    Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if Consultant's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant. Temporary work stoppages caused by any of the above may result in additional costs. When such delays beyond the Consultant's reasonable control occur, the Client agrees that the Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement.

12. **MISCELLANEOUS**

    Governing Law and Dispute Resolution: The laws of the State of Connecticut shall govern the validity and interpretation of this Agreement.

    The Client and Consultant agree to submit all claims and disputes arising out of Consultant's performance under this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
    Client and Consultant mutually consent and submit to the jurisdiction of the federal and state courts for the State of Connecticut and agree that any action, suit or proceeding arising out of this Agreement may be brought in the federal or state courts for the State of Connecticut. The parties mutually acknowledge and agree that they will not raise, in connection with any such suit, action or proceeding, any defense or objection based upon lack of personal jurisdiction, improper venue or inconvenience of forum.

    Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

    Reliance: Consultant shall be entitled to rely on the accuracy and completeness of any and all information provided by the Client, Client's consultants and contractors and information from public records without the need for independent verification.

    Non-solicitation: The Client and the Consultant agree that during the term of this Agreement and for one year thereafter not to for themselves or for any other person or entity, directly or indirectly (1) cause or induce or attempt to cause or induce any employee of the other party who is working on the Project to leave employment or (2) employ or engage or attempt to employ or engage any employee of the other party who is working on the Project.

    Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party.

    Certifications: Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.

    Intended Beneficiaries: No one other than Consultant and Client are the intended beneficiaries under this Agreement and, therefore, nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant.

    Project Information: Consultant shall have the right to include photographic or artistic representations and a description of the project among Consultant's promotional and professional materials, print and electronic. Consultant shall be given reasonable access to the completed Project to take photographs or make such representations.

    Authorization: Client agrees that the individual signing this Agreement is duly authorized to fully bind the Client, its successors and assigns.

Exhibit A

COST PROPOSAL

Our proposal for this project remains valid for a period of at least 90 days from February 29, 2024.

	TASK	PROPOSED FIXED FEE
1.0	**Phase I Environmental Site Assessment** • **18 Helm Street** • **20 Helm Street** • **668 Boston Post Road** • **1 Kimberly Avenue** • **157 Daytona Street** **Total Phase I ESA Fee**	 $1,800 $1,800 $1,800 $1,800 $1,800 **$9,000.00[1]**
2.0	**Phase II Environmental Site Assessment** • **Work Plans and HASPs** • **18 Helm Street** • **20 Helm Street** • **668 Boston Post Road** • **1 Kimberly Avenue** • **157 Daytona Street** **Total Phase II Site Assessments**	 $5,000 $19,000 $20,250 $24,600[2] $17,000 $18,500[2] **$104,350**
3.0	**HBMI – 1 Kimberly Avenue**	**$3,400.00[3]**
4.0	**Phase III Environmental Site Assessments** • **Site 1** • **Site 2** • **Site 3** **Total Phase III Site Assessments**	 $15,000 to $30,000 $15,000 to $30,000 $12,500 to $25,000 **$42,500 to $85,000[4]**
5.0	**Remedial Action Plans** • **Site 1** • **Site 2** **Total Remedial Action Plans**	 $5,000 to $7,500 $5,000 to $7,500 **$10,000-15,000[4]**
6.0	**Meetings (5) with City of West Haven and/or EPA**	**$900**
	TOTAL	**$170,150 to $217,650**

1. Fee assumes all five (5) sites can be visited during the same day.
2. We are carrying a $7,500 allowance to hire a local landscape contractor to clear brush at 668 Boston Post Road and 157 Daytona Street to gain access to proposed boring and well installation locations.
3. The HBMA fee does not include analysis for the presence of PCBs. If the City of West Haven authorizes sampling and analysis of suspect PCB-containing materials, we will analyze three samples from each of the ten identified suspect materials per EPA requirements for an additional fee of $2,130.
4. A fee range is provided for the Phase III Site Assessments and the Remedial Action Plans as the Sites on which they will be performed have not yet been determined.

BL Companies

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 00A00831 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** 4B	**DATE OF AWARD** 09/09/2022
TYPE OF ACTION New	**MAILING DATE** 09/14/2022
PAYMENT METHOD: Reimbursement	**ACH#** 10384

RECIPIENT TYPE:
Municipal

Send Payment Request to:
See Project Officer on Page 1 of the Award

RECIPIENT:
City of West Haven
355 Main Street
West Haven, CT 06516
EIN: 06-6002126

PAYEE:
City of West Haven
355 Main Street
West Haven, CT 06516

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
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PROJECT TITLE AND DESCRIPTION

City of West Haven Community Brownfield Assessments FY 2022

Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide funding under the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58) for the City of West Haven to conduct eligible assessment-related activities as authorized by CERLCA 104(k)(2) in West Haven, Connecticut.
Specifically, this agreement will provide funding to the recipient to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities. Additionally, the recipient will competitively procure and direct a Qualified Environmental Professional to conduct environmental site activities, and will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES). Further, the recipient anticipates conducting 7 Phase 1 and 8 environmental site assessments, holding 8 community meetings, developing 6 site-specific cleanup plans/Analysis of Brownfield Cleanup Alternatives, developing 2 planning documents to initiate brownfields revitalization, and submitting 16 quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and brownfield in and near West Haven, Connecticut. No subawards are included in this assistance agreement.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
07/01/2022 - 09/30/2026	07/01/2022 - 09/30/2026	$500,000.00	$500,000.00

NOTICE OF AWARD

Based on your Application dated 07/21/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $500,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $500,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 1 , EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912	U.S. EPA, Region 1, EPA New England R1 - Region 1 5 Post Office Square, Suite 100 Boston, MA 02109-3912

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Arthur Johnson - Director of MSD	**DATE** 09/09/2022

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$0	$500,000	$500,000
EPA In-Kind Amount	$0	$0	$0
Unexpended Prior Year Balance	$0	$0	$0
Other Federal Funds	$0	$0	$0
Recipient Contribution	$0	$0	$0
State Contribution	$0	$0	$0
Local Contribution	$0	$0	$0
Other Contribution	$0	$0	$0
Allowable Project Cost	$0	$500,000	$500,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(2) & 104(k)(5)(e) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Oganization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	22010CG038	22	E4SD	0110AG7	000D79X89	4114	-	-	$500,000
									$500,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$0
2. Fringe Benefits	$0
3. Travel	$3,000
4. Equipment	$0
5. Supplies	$800
6. Contractual	$496,200
7. Construction	$0
8. Other	$0
9. Total Direct Charges	$500,000
10. Indirect Costs: 0.00 % Base	$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %)	$500,000
12. Total Approved Assistance Amount	$500,000
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$500,000
15. Total EPA Amount Awarded To Date	$500,000

Administrative Conditions

1. National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): Grants Specialist on Page 1 of Award Document AND Larry Wells, Disadvantaged Business Utilization Program Manager: r1_mbewbereport@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Grants Specialist and Project Officer on Page 1 of Award Document
- Payment requests (if applicable): Grants Specialist and Project Officer on Page 1 of Award Document
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Project Officer on Page 1 of Award Document AND R1QAPPs@epa.gov

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 07/01/2022 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

C. Special Payment/Reimbursement

As indicated in the determination dated, 07/25/2022 EPA has decided that the City of West Haven will be paid on a reimbursement basis. In accordance with 2 CFR 200.208 , EPA hereby imposes the following restrictions on payment of funds under this assistance agreement: Payments (draw-downs) will be made on a reimbursement basis only. All payment requests must be accompanied by supporting documentation clearly showing how much was disbursed, for what reason(s), and to whom.

Each reimbursement request must include adequate documentation for all costs claimed, including copies of authorization documents, vouchers, verification of receipt of equipment, supplies, or services, checks paid, and a written certification that items or services have been received and placed in service. Only those costs so documented and verified will be paid by EPA.

Specific documentation to be included with each reimbursement request is as follows:

1. Personnel Services - (for both EPA-funded and non-EPA funded employees whose services will count towards the recipient's cost share

A. Schedule

- names of employees charging time to this agreement;
- number of hours charged by each employee, multiplied by the employee's hourly rate, giving total amount charged.

B. Acceptable documentation includes time sheets or equivalent records that meet the requirements in 2 CFR 200.320(i) for producing accurate information regarding actual hours an employee worked performing the EPA agreement.

- Records must reflect 100% of actual hours worked daily and the projects, programs or activities worked, not estimated amounts or percentages. They must also reflect non-working hours used during the pay period.
- certification by an appropriate recipient manager that the hours shown as worked in support of the EPA assistance agreements were actually spent on activities approved and eligible under the agreements for which the costs are claimed.

2. Fringe Benefits

- A schedule or report showing the fringe benefit cost calculations per employee, per pay period being claimed for reimbursement and charged to the assistance agreement. Individual items included in fringe benefit rate must be identified.

3. Indirect Costs

- A schedule or report showing the indirect costs calculations and amounts claimed and charged to the assistance agreement, including the applicable rates and cost basis for the periods used in the calculations.

4. Non-working Hours

- A schedule or report showing the non-working hour cost calculations and amounts claimed and charged to the assistance agreement, including the applicable accruals and distribution methodologies for the periods used in the calculations.

5. Travel

- listing of trips taken, trip dates, location, purpose and actual costs incurred;
- copy of signed and dated authorization documents for each trip;
- written certification by employee's supervisor or other authorized official that the trip took place;
- copy of signed and dated travel vouchers showing actual expenditures reimbursed to the employee;
- copy of check or other proof of payment (e.g. documentation of electronic transfers) showing amount paid. No amounts in excess of actual travel expenditures will be reimbursed by EPA.

6. Contracts including contracts with individual consultants

- copy of signed and dated contract agreements unless the agreements were provided to EPA in connection with a previous reimbursement request;
- copy of dated invoices;

- copy of purchase orders and other forms required for the recipient's procurement process;

- financial records documenting the disbursement of payments to the contractor

7. Equipment, Supplies and Other

- listing of expenditures;

- Copy of procurement requests;

- Statement of acceptance of goods/services;

- Certification by the Chief Financial Officer that each item of equipment, supplies and other services were received and put into use by the program for which they were intended;

- copy of vendor invoices;

- copy of documents certifying receipt;

- copy of checks or other appropriate proof of payment;

8. Other Direct Costs

A. Subawards (Refer to EPA's Subaward Policy for guidance on distinguishing between subawards and procurement contracts).

- Copies of subaward agreements unless previously provided to EPA in connection with a prior reimbursement request.

- Copies of payment requests from subrecipients and documentation the subrecipient provided to support the amount of the payment(s). EPA may request additional documentation if necessary to verify that subaward costs are eligible and allowable.

B. Participant Support Costs.

Note: Participant support costs include payments to individuals who are not recipient employees for training stipends, travel, focus group fees, and similar expenses. For some EPA programs, participant support costs may include rebates or subsidies paid to individuals or businesses to enable them to participate in EPA funded pollution abatement programs.

- Copies of policies and procedures for determining the eligibility and allowability of participant support costs unless previously provided to EPA in connection with a prior reimbursement request.

- Documentation of payments to program participants (including checks or electronic payment records) sufficient to determine the purpose of the payment, the amount, and receipt by the program participant. Cash payments must be accompanied by signed receipts.

C. Equipment and Office Space Leases.

- Copies of procedures for allocating lease payments to EPA assistance agreements unless previously provided in connection with a prior reimbursement request.

- Copies of leases unless previously provided to EPA in connection with a prior reimbursement request.

- Documentation of payments to lessors such as checks and electronic payment records and a calculation of the amount allocable to the EPA agreement.

D. Miscellaneous

Note: Examples of miscellaneous expenses include document reproduction at commercial centers, telephone and utility charges (if not included in the indirect cost base), payments to Federal agencies for authorized services, and third party in-kind contributions towards cost share.

- Documentation of payments for other expenses and an explanation of why the expense is necessary to perform the agreement.
- Calculations demonstrating that the costs are appropriately allocated to the EPA assistance agreement.

Electronic copies of the requests and supporting documentation are to be emailed to:

The grant specialist and project officer identified on the award document

As provided at 2 CFR 200.305(b)(3) EPA will pay properly supported payment requests within 30 days of receipt. EPA will not make payment unless the documentation provided fully supports the request for payment as shown on the payment request form unless EPA makes partial payments based on the amount of the request that is properly supported.

Resubmissions must be made to EPA within 30 calendar days of the date the rejected payment request is received by the recipient. If requests are not resubmitted within 30 days, EPA may suspend the assistance agreement as authorized by 2 CFR 200.339(c). The effect of suspension is that costs incurred by the recipient during the period of suspension are not allowable.

Programmatic Conditions

FY22 Assessment Cooperative Agreement

Infrastructure Investment and Jobs Act Funds

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term "assessment" includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2022 competition for Brownfield Assessment cooperative agreements.

2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.

3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.

4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements.

5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

6. This is an interim term and condition for management of funding provided under the IIJA. EPA's Award Official or Grants Management Officer may amend this agreement to specify additional requirements applicable to IIJA funding as information becomes available. In the interim, the recipient agrees to have financial management and programmatic management systems in place to:

a. Track and report on expenditures of IIJA funds.

b. Track and report outputs and outcomes achieved with IIJA funds.

II. SITE ELIGIBILITY REQUIREMENTS

A. Eligible Brownfield Site Determinations

1. All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the target area(s) described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan). The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has defenses to CERCLA liability. This requirement does not apply to site-specific assessment cooperative agreements where this information has been previously provided and approved in threshold eligibility review of the application, and where sites have already been pre-approved by EPA in the CAR's workplan.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

i. the State determines there is "no viable responsible party" for the site;

ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and

iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

i. the identity of the State program official contacted;

ii. the State official's telephone number;

iii. the date of the contact; and

iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

EPA's Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 30 months from the date of award. EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

- at least 25% of funds have been drawn down and disbursed for eligible activities;
- a solicitation for a Qualified Environmental Professional(s) has been released;
- sites are prioritized or an inventory has been initiated (unless site prioritization or an inventory was completed prior to award);

- community involvement activities have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

Sufficient progress at 30 months is indicated when:

- at least 45% of funds have been drawn down and disbursed for eligible activities;
- a Qualified Environmental Professional(s) has been procured;
- assessments on at least two sites have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.

b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.

c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).

d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)

e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:

i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.

ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.

iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)

iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.

g. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate.

h. Reviewing the qualifications of key personnel (EPA does not have the authority to select employees or contractors, including consultants, employed by the award CAR).

i. Reviewing all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – e. in Section III.B.1 in writing.

2. Effects of EPA's substantial involvement include:

a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.

b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.

c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) ($10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. CARs may procure multiple contractors to

ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site assessment activities vs. planning activities) and to allow the ability for work be performed concurrently in multiple target areas and/or at sites.

2. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site assessment activities at a given site.

3. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable state law cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

4. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

The CAR shall refer to and utilize the Quarterly Reporting function within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports unless approval is obtained from the EPA Project Officer to use an alternate format for reports.

2. The CAR must submit progress reports on a quarterly basis in ACRES. Quarterly progress reports must include:

   a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.

   b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.

   c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.

   d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.

   e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.

   f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable) (i.e., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program income remaining); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information.

   g. For local governments that are using cooperative agreement funds for health monitoring, the quarterly report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of federal funding is not exceeded.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.

4. In accordance with 2 CFR § 200.329(e)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, clean up required, contaminants, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize ACRES unless approval is obtained from the EPA Project Officer to utilize the hardcopy version of the Property Profile Form.

F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:

   a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;

   b. reasons why anticipated outputs/outcomes were not met; and

   c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).

b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).

c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.

d. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial.

e. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient.*]

f. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community involvement pertaining to the assessment activities.

2. **Local Governments Only – If** authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is **$25,000**. The total amount of indirect costs and any direct costs for cooperative agreement administration by

the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term "administrative costs" does not include:

a. Investigation and identification of the extent of contamination of a brownfield site;

b. design and performance of a response action; or

c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.

i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;

ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;

iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;

iv. Preparing payment requests and handling payments under 2 CFR § 200.305;

v. Financial reporting under 2 CFR § 200.328;

vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and

vi. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.

b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

a. Cleanup activities;

b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);

c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;

d. Job training activities unrelated to performing a specific assessment at a site covered by the cooperative agreement;

e. To pay for a penalty or fine;

f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;

g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;

h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and

i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;

c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or

d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation

Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

2. If funds from this cooperative agreement are used to prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, the CAR must include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 60 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

All QAPPs being submitted for review shall be emailed to R1QAPPs@epa.gov and the EPA Project Officer (see page 1 of the assistance agreement).

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. Additional information on the requirements can be found at the EPA Office of Grants and Debarment website at https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial.

2. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement*

Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Community Outreach

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.

b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients.

2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 *"Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process"* (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in *"All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content"* (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed *"All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients"* (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at www.epa.gov/brownfields. The completed checklist must include:

a. An ***opinion*** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

b. An identification of ***"significant" data gaps*** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

c. ***Qualifications*** **and** ***signature*** **of** the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

- *"[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part."*
- *"[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."*

Note: Please use either "I/my" or "We/our."

d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation***, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13 or the latest recognized ASTM standard at the time the assessment is performed). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.339 and 2 CFR 200.340.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA-approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is EPA's transfer of funds to the CAR; "closeout" refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.

2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.

a. The CAR must submit the following documentation:

i. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.

ii. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated

(unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

EPA General Terms and Conditions Effective October 1, 2022

1. Introduction

(a) The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions, and restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.339 and 200.340.

(b) If the EPA General Terms and Conditions have been revised, EPA will update the terms and conditions when it provides additional funding (incremental or supplemental) prior to the end of the period of performance of this agreement. The recipient must comply with the revised terms and conditions after the effective date of the EPA action that leads to the revision. Revised terms and conditions do not apply to the recipient's expenditures of EPA funds or activities the recipient carries out prior to the effective date of the EPA action. EPA will inform the recipient of revised terms and conditions in the action adding additional funds.

2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.2, Adoption of 2 CFR Part 200, states the Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR Part 200), as supplemented by 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

2.1. Effective Date and Incremental or Supplemental Funding. Consistent with the OMB Frequently Asked Questions at https://cfo.gov/cofar on Effective Date and Incremental Funding, any new funding through an amendment (supplemental or incremental) on or after December 26, 2014, and any unobligated balances (defined at 2 CFR 200.1) remaining on the award at the time of the amendment, will be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR Parts 200 and 1500).

3. Termination

Consistent with 2 CFR 200.340, EPA may unilaterally terminate this award in whole or in part:

a. if a recipient fails to comply with the terms and conditions of the award including statutory or regulatory requirements; or

b. if the award no longer effectuates the program goals or agency priorities. Situations in which EPA may terminate an award under this provision include when:

(i) EPA obtains evidence that was not considered in making the award that reveals that specific award objective(s) are ineffective at achieving program goals and EPA determines that it is in the government's interest to terminate the award;

(ii) EPA obtains evidence that was not considered in making the award that causes EPA to significantly question the feasibility of the intended objective(s) of the award and EPA determines that it is in the government's interest to terminate the award;

(iii) EPA determines that the objectives of the award are no longer consistent with funding priorities for achieving program goals.

Financial Information

4. **Reimbursement Limitation**
EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. See 2 CFR 1500.9.

5. **Automated Standard Application Payments (ASAP) and Proper Payment Draw Down**

Electronic Payments. Recipients must be enrolled or enroll in the Automated Standard Application for Payments (ASAP) system to receive payments under EPA financial assistance agreements unless:

- EPA grants a recipient-specific exception;
- The assistance program has received a waiver from this requirement;
- The recipient is exempt from this requirement under 31 CFR 208.4; or,
- The recipient is a fellowship recipient pursuant to 40 CFR Part 46.

EPA will not make payments to recipients until the ASAP enrollment requirement is met unless the recipients fall under one of the above categories. Recipients may request exceptions using the procedures below but only EPA programs may obtain waivers.
To enroll in ASAP, complete the ASAP Initiate Enrollment Form located at:
https://www.epa.gov/financial/forms and email it to rtpfc-grants@epa.gov or mail it to:

US Environmental Protection Agency
RTP-Finance Center (Mail Code AA216-01)
4930 Page Rd.
Durham, NC 27711

Under this payment mechanism, the recipient initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's ASAP account. Approved payments are credited to the account at the financial institution of the recipient organization set up by the recipient during the ASAP enrollment process. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA Research Triangle Park Finance Center (RTPFC), at rtpfc-grants@epa.gov or 919-541-5347, or by visiting: https://www.fiscal.treasury.gov/asap/.

EPA will grant exceptions to the ASAP enrollment requirement only in situations in which the recipient demonstrates to EPA that receiving payment via ASAP places an undue administrative or financial management burden on the recipient or EPA determines that granting the waiver is in the public interest. Recipients may request an exception to the requirement by following the procedures specified in RAIN-2018-G06-R.

Proper Payment Drawdown (for recipients other than states)

a. As required by 2 CFR 200.305(b), the recipient must draw funds from ASAP only for the minimum amounts needed for actual and immediate cash requirements to pay employees, contractors, subrecipients or to satisfy other obligations for allowable costs under this assistance agreement. The timing and amounts of the drawdowns must be as close as administratively feasible to actual disbursements of EPA funds. Disbursement within 5 business days of drawdown will comply with this requirement and the recipient agrees to meet this standard when performing this award.

b. Recipients may not retain more than 5% of the amount drawn down, or $1,000 whichever is less, 5 business days after drawdown to materially comply with the standard. Any EPA funds subject to this paragraph that remain undisbursed after 5 business days must be fully disbursed within 15 business days of draw down or be returned to EPA.

c. If the recipient draws down EPA funds in excess of that allowed by paragraph b., the recipient must contact rtpfc-grants@epa.gov for instructions on whether to return the funds to EPA. Recipients must comply with the requirements at 2 CFR 200.305(b)(8) and (9) regarding depositing advances of Federal funds in interest bearing accounts.

d. Returning Funds: Pay.gov is the preferred mechanism to return funds. It is free, secure, paperless, expedient, and does not require the recipient/vendor to create an account. Contact RTPFC-Grants at rtpfc-grants@epa.gov to obtain complete instructions. Additional information is available at the Pay.gov website: (https://www.pay.gov/public/home). Information on how to repay EPA via check is available at https://www.epa.gov/financial/makepayment. Instructions on how to return funds to EPA electronically via ASAP are available at https://www.fiscal.treasury.gov/asap/.

e. Failure on the part of the recipient to materially comply with this condition may, in addition to EPA recovery of the un-disbursed portions of the drawn down funds, lead to changing the payment method from advance payment to a reimbursable basis. EPA may also take other remedies for noncompliance under 2 CFR 200.208 and/or 2 CFR 200.339.

f. If the recipient believes that there are extraordinary circumstances that prevent it from complying with the 5-business day disbursement requirement throughout the performance period of this agreement, recipients may request an exception to the requirement by following the procedures specified in RAIN-2018-G06-R. EPA will grant exceptions to the 5-business day disbursement requirement only if the recipient demonstrates that compliance places an undue administrative or financial management burden or EPA determines that granting the exception is in the public interest.

Proper Payment Drawdown for State Recipients

In accordance with 2 CFR 200.305(a), payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR Part 205, Subparts A and B and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies" unless a program specific regulation (e.g. 40 CFR 35.3160 or 40 CFR 35.3560) provides otherwise. Pursuant to 31 CFR Part 205, Subpart A—*Rules Applicable to Federal Assistance Programs Included in a Treasury-State Agreement,* States follow their Treasury-State CMIA Agreement for major Federal programs listed in the agreement. For those programs not listed as major in the Treasury-State agreement, the State follows the default procedures in 31 CFR Part 205, Subpart B—Rules Applicable to Federal Assistance Programs Not Included in a Treasury-State Agreement, which directs State recipients to draw-down and disburse Federal financial assistance funds in anticipation of immediate cash needs of the State for work under the award. States must comply with 2 CFR 200.302(a) in reconciling costs incurred and charged to EPA financial assistance agreements at time of close out unless a program specific regulation provides otherwise.

Selected Items of Cost

6. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**
This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
(1) Procure or obtain, extend or renew a contract to procure or obtain;
(2) Enter into a contract (or extend or renew a contract) to procure; or
(3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

7. **Consultant Cap**
EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office Of Personnel Management's Fact Sheet: How to Compute Rates of Pay and Fact Sheet: Expert and Consultant Pay. Specifically, to determine the maximum daily rate, follow these steps:

1. Divide the Level IV salary by 2087 to determine the hourly rate. Rates must be rounded to the nearest cent, counting one-half cent and over as the next higher cent (e.g., round $18.845 to $18.85).
2. Multiply the hourly rate by 8 hours. The product is the maximum daily rate.

Contracts and subcontracts with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR Part 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.10.

8. Establishing and Managing Subawards

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at: https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients.

As a pass-through entity, the recipient agrees to:

1. Be responsible for selecting subrecipients and as appropriate conducting subaward competitions using a system for properly differentiating between subrecipients and procurement contractors under the standards at 2 CFR 200.331 and EPA's supplemental guidance in Appendix A of the EPA Subaward Policy.

(a) For-profit organizations and individual consultants, in almost all cases, are not eligible subrecipients under EPA financial assistance programs and the pass-through entity must obtain prior written approval from EPA's Award Official for subawards to these entities unless the EPA-approved budget and work plan for this agreement contain a precise description of such subawards.

(b) Stipends and travel assistance for trainees (including interns) and similar individuals who are not are not employees of the pass-through entity must be classified as participant support costs rather than subawards as provided in 2 CFR 200.1 *Participant support costs*, 2 CFR 200.1 *Subaward*, and EPA's Guidance on Participant Support Costs.

(c) Subsidies, rebates and similar payments to participants in EPA funded programs to encourage environmental stewardship are also classified as *Participant support costs* as provided in 2 CFR 1500.1 and EPA's Guidance on Participant Support Costs.

2. Establish and follow a system that ensures all subaward agreements are in writing and contain all of the elements required by 2 CFR 200.332(a). EPA has developed a template for subaward agreements that is available in Appendix D of the EPA Subaward Policy.

3. Prior to making subawards, ensure that each subrecipient has a "Unique Entity Identifier (UEI)." The UEI is required by 2 CFR Part 25 and 2 CFR 200.332(a)(1). Subrecipients are not required to complete full System for Award Management (SAM) registration to obtain a UEI. Information regarding obtaining a UEI is available at the SAM Internet site: https://www.sam.gov/SAM/ and in EPA's General Term and Condition **"System for Award Management and Universal Identifier Requirements"** of the pass-through entity's agreement with the EPA.

4. Ensure that subrecipients are aware that they are subject to the same requirements as those that apply to the pass-through entity's EPA award as required by 2 CFR 200.332(a)(2). These requirements include, among others:

(a) Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

(b) Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Conditionpass-through entity's agreement with EPA entitled **"Reporting Subawards and Executive Compensation."**

(c) Limitations on individual consultant fees as set forth in 2 CFR 1500.10 and the General Condition of the pass-through entity's agreement with EPA entitled **"Consultant Fee Cap."**

(d) EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees**."

(e) The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants).

EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.

5. Ensure, for states and other public recipients, that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

6. Establish and follow a system for evaluating subrecipient risks of noncompliance with Federal statutes, regulations and the terms and conditions of the subaward as required by 2 CFR 200.332(b) and document the evaluation. Risk factors may include:

Prior experience with same or similar subawards;

(a) Results of previous audits;

(b) Whether new or substantially changed personnel or systems, and;

(c) Extent and results of Federal awarding agency or the pass-through entity's monitoring.

7. Establish and follow a process for deciding whether to impose additional requirements on subrecipients based on risk factors as required by 2 CFR 200.332(c). Examples of additional requirements authorized by 2 CFR 200.208 include:

(a) Requiring payments as reimbursements rather than advance payments;

(b) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;

(c) Requiring additional, more detailed financial reports;

(d) Requiring additional project monitoring;

(e) Requiring the non-Federal entity to obtain technical or management assistance, and

(f) Establishing additional prior approvals.

8. Establish and follow a system for monitoring subrecipient performance that includes the elements required by 2 CFR 200.332(d) and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.

9. Establish and maintain an accounting system which ensures compliance with the $25,000 limitation at 2 CFR 200.1, *Modified Total Direct Costs*, if applicable, on including subaward costs in *Modified Total Direct Costs* for the purposes of distributing indirect costs. Recipients with Federally approved indirect cost rates that use a different basis for distributing indirect costs to subawards must comply with their Indirect Cost Rate Agreement.

10. Work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA), prior to awarding a subaward to a foreign or international organization, or a subaward to be performed in a foreign country even if that subaward is described in a proposed scope of work.

11. Obtain written approval from EPA's Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR 200.308.

12. Obtain the written approval of EPA's Award Official prior to awarding a subaward to an individual if the EPA-approved scope of work does not include a description of subawards to individuals.

13. Establish and follow written procedures under 2 CFR 200.302(b)(7) for determining that subaward costs are allowable in accordance with 2 CFR Part 200, Subpart E and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.

14. Establish and maintain a system under 2 CFR 200.332(d)(3) and 2 CFR 200.521 for issuing management decisions for audits of subrecipients that relate to Federal awards. However, the recipient remains accountable to EPA for ensuring that unallowable subaward costs initially paid by EPA are reimbursed or mitigated through offset with allowable costs whether the recipient recovers those costs from the subrecipient or not.

15. As provided in 2 CFR 200.333, pass-through entities must obtain EPA approval to make fixed amount subawards. EPA is restricting the use of fixed amount subawards to a limited number of situations that are authorized in official EPA pilot projects. Recipients should consult with theirEPA Project Officer regarding the status of these pilot projects.

By accepting this award, the recipient is certifying that it either has systems in place to comply with the requirements described in Items 1 through 14 above or will refrain from making subawards until the systems are designed and implemented.

9. **Management Fees**
Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. **Federal Employee Costs**
The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.

11. **Foreign Travel**
EPA policy requires that all foreign travel must be approved by its Office of International and Tribal Affairs. The recipient agrees to obtain prior EPA approval before using funds available under this agreement for international travel unless the trip(s) are already described in the EPA approved budget for this agreement. Foreign travel includes trips to Mexico and Canada but does not include trips to Puerto Rico, the U.S. Territories or possessions. Recipients that request post-award approval to travel frequently to Mexico and Canada by motor vehicle (e.g. for sampling or meetings) may describe their proposed travel in general terms in their request for EPA approval. Requests for prior approval must be submitted to the Project Officer for this agreement.

12. **The Fly America Act and Foreign Travel**
The recipient understands that all foreign travel **funded under this assistance agreement** must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.

Reporting and Additional Post-Award Requirements

13. **System for Award Management and Universal Identifier Requirements**

13.1. **Requirement for System for Award Management (SAM)** Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest level owner and subsidiaries, as well as on all the recipient's predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

13.2. **Requirement for Unique Entity Identifier.** If the recipient is authorized to make subawards under this award, the recipient:

a. Must notify potential subrecipients that no entity (see definition in paragraph 13.3 of this award term) may receive a subaward unless the entity has provided its Unique Entity Identifier.

b. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier. Subrecipients are not required to obtain an active SAM registration but must obtain a Unique Entity Identifier.

13.3. **Definitions**. For the purposes of this award term:

a. **System for Award Management (SAM)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site: https://www.sam.gov/SAM/.

b. **Unique Entity Identifier** means the identifier assigned by SAM to uniquely identify business entities.

c. **Entity** includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following:

13.3.c.1. A foreign organization;

13.3.c.2. A foreign public entity;

13.3.c.3. A domestic for-profit organization; and

13.3.c.4. A domestic or foreign for-profit organization; and

13.3.c.5. A Federal agency.

d. **Subaward** is defined at 2 CFR 200.1.

e. **Subrecipient** is defined at 2 CFR 200.1.

14. Reporting Subawards and Executive Compensation

14.1. Reporting of first-tier subawards.

a. **Applicability.** Unless the recipient is exempt as provided in paragraph 14.4. of this award term, the recipient must report each action that obligates $30,000 or more in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph 14.5 of this award term).

b. **Where and when to report.** (1) The recipient must report each obligating action described in paragraph 14.1.a of this award term to www.fsrs.gov. (2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on any date during the month of November of a given year, the obligation must be reported by no later than December 31 of that year.)

c. **What to report.** The recipient must report the information about each obligating action as described in the submission instructions available at: http://www.fsrs.gov.

14.2. Reporting Total Compensation of Recipient Executives.

a. **Applicability and what to report.** The recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if:

14.2.a.1. the total Federal funding authorized to date under this award is $30,000 or more;

14.2.a.2. in the preceding fiscal year, the recipient received: (i.) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); (ii.) and $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

14.2.a.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: http://www.sec.gov/answers/execomp.htm.)

b. **Where and when to report.** The recipient must report executive total compensation described in paragraph 14.2.a of this award term: (i.) As part of the registration Central System for Award Management profile available at https://www.sam.gov/SAM/ (ii.) By the end of the month following the month in which this award is made, and annually thereafter.

14.3. Reporting of Total Compensation of Subrecipient Executives.

a. **Applicability and what to report.** Unless exempt as provided in paragraph 14.4. of this award term, for each first-tier non-Federal entity subrecipient under this award, the recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

14.3.a.1. in the subrecipient's preceding fiscal year, the subrecipient received: (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (ii.) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

14.3.a.2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: http://www.sec.gov/answers/execomp.htm.)

b. **Where and when to report.** The recipient must report subrecipient executive total compensation described in paragraph 14.3.a. of this award term:

14.3.b.1. To the recipient.

14.3.b.2. By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

14.4. Exemptions

a. If, in the previous tax year, the recipient had gross income, from all sources, under $300,000, the recipient is exempt from the requirements to report:

14.4.a.1. (i) subawards, and (ii) the total compensation of the five most highly compensated executives of any subrecipient.

14.5. Definitions. For purposes of this award term:

a. **Federal agency** means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C 552(f).

b. **Non-Federal entity** means all of the following, as defined in 2 CFR Part 25: (i.) A Governmental organization, which is a State, local government, or Indian tribe; (ii.) A foreign public entity; (iii.) A domestic or foreign nonprofit organization; and (iv.) A domestic or foreign for-profit organization.

c. **Executive** means officers, managing partners, or any other employees in management positions.

d. **Subaward:**

14.5.d.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

14.5.d.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

14.5.d.3. A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.

e. **Subrecipient** means a non-Federal entity or Federal agency that:

14.5.e.1. Receives a subaward from the recipient under this award; and

14.5.e.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

f. **Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information

see 17 CFR 229.402(c)(2)):

14.5.f.1. Salary and bonus.

14.5.f.2. Awards of stock, stock options and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

14.5.f.3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

14.5.f.4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

14.5.f.5. Above-market earnings on deferred compensation which is not tax-qualified.

14.5.f.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

15. Recipient Integrity and Performance Matters - Reporting of Matters Related to Recipient Integrity and Performance

15.1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

15.2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

15.2.c.1. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

15.2.c.2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

15.2.c.3. An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

15.2.c.4. Any other criminal, civil, or administrative proceeding if:

15.2.c.4.1. It could have led to an outcome described in paragraph 15.2.c.1, 15.2.c.2, or 15.2.c.3 of this award term and condition;

15.2.c.4.2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

15.2.c.4.3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

15.3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

15.4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 15.1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

15.5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

15.5.c.1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

15.5.c.2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

16. Federal Financial Reporting (FFR)

Pursuant to 2 CFR 200.328 and 2 CFR 200.344, EPA recipients must submit the Federal Financial Report (SF-425) at least annually and no more frequently than quarterly. EPA's standard reporting frequency is annual unless an EPA Region has included an additional term and condition specifying greater reporting frequency within this award document. EPA recipients must submit the SF-425 no later than 30 calendar days after the end of each specified reporting period for quarterly and semi-annual reports and 90 calendar days for annual reports. Final reports are due no later than 120 calendar days after the end date of the period of performance of the award Extension of reporting due dates may be approved by EPA when requested and justified by the recipient. The FFR form is available on the internet at: https://www.epa.gov/financial/forms. All FFRs must be submitted to the Research Triangle Park Finance Center (RTPFC) via email at rtpfc-grants@epa.gov or mail it to:

US Environmental Protection Agency
RTP-Finance Center (Mail Code AA216-01)
4930 Page Rd.
Durham, NC 27703

The RTPFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

17. Indirect Cost Rate Agreements

This term and condition provides requirements for recipients using EPA funds for indirect costs and applies to all EPA assistance agreements unless there are statutory or regulatory limits on IDCs. See also EPA's Indirect Cost Policy for Recipients of EPA Assistance Agreements (IDC Policy).

In order for the assistance agreement recipient to use EPA funding for indirect costs, the IDC category of the recipient's assistance agreement award budget must include an amount for IDCs and at least one of the following must apply:

- With the exception of "exempt" agencies and Institutions of Higher Education as noted below, all recipients must have one of the following current (not expired) IDC rates, including IDC rates that have been extended by the cognizant agency:
    - Provisional;
    - Final;
    - Fixed rate with carry-forward;
    - Predetermined;
    - 10% *de minimis* rate authorized by 2 CFR 200.414(f)
    - EPA-approved use of an expired fixed rate with carry-forward on an exception basis, as detailed in section 6.4.a. of the IDC Policy.
- "Exempt" state or local governmental departments or agencies are agencies that receive up to and including $35,000,000 in Federal funding per the department or agency's fiscal year, and must have an IDC rate proposal developed in accordance with 2 CFR Part 200, Appendix VII, with documentation maintained and available for audit.
- Institutions of Higher Education must use the IDC rate in place at the time of award for the life of the assistance agreement (unless the rate was provisional at time of award, in which case the rate will change once it becomes final). As provided by 2 CFR Part 200, Appendix III(C)(7), the term "life of the assistance agreement", means each competitive segment of the project. Additional information is available in the regulation.

IDCs incurred during any period of the assistance agreement that are not covered by the provisions above are not allowable costs and must not be drawn down by the recipient. Recipients may budget for IDCs if they have submitted a proposed IDC rate to their cognizant Federal agency or requested an exception from EPA under subsection 6.4 of the IDC Policy. However, recipients may not draw down IDCs until their rate is approved, if applicable, or EPA grants an exception. IDC drawdowns must comply with the indirect rate corresponding to the period during which the costs were incurred.

This term and condition does not govern indirect rates for subrecipients or recipient procurement contractors under EPA assistance agreements. Pass-through entities are required to comply with 2 CFR 200.332(a)(4)(i) and (ii) when establishing indirect cost rates for subawards.

18. Audit Requirements

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year beginning on or after December 26, 2014.

The recipient must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://facides.census.gov/.

For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: https://facweb.census.gov/

19. Closeout Requirements

Reports required for closeout of the assistance agreement must be submitted in accordance with this agreement. Submission requirements and frequently asked questions can also be found at: https://www.epa.gov/grants/frequent-questions-about-closeouts

20. Suspension and Debarment

Recipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to the EPA office that is entering into the transaction with the recipient may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the System for Award Management (SAM) exclusion list at https://sam.gov/SAM/ to determine whether an entity or individual is presently excluded or disqualified.

21. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

This award is subject to the provisions contained in an appropriations act(s) which prohibits the Federal Government from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation having a delinquent Federal tax liability or a felony conviction under any Federal law, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government. A "corporation" is a legal entity that is separate and distinct from the entities that own, manage, or control it. It is organized and incorporated under the jurisdictional authority of a governmental body, such as a State or the District of Columbia. A corporation may be a for-profit or non-profit organization.

As required by the appropriations act(s) prohibitions, the Government will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee with any corporation that — (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

By accepting this award, the recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

Alternatively, by accepting this award, the recipient represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA. The Recipient may accept this award if the EPA Suspension and Debarment Official has considered suspension or debarment of the corporation based on a tax liabilities and/or Federal felony convictions and determined that suspension or debarment is not necessary to protect the Government's interests.

If the recipient fails to comply with this term and condition, EPA will annul this agreement and may recover any funds the recipient has expended in violation of the appropriations act(s) prohibition(s). The EPA may also pursue other administrative remedies as outlined in 2 CFR 200.339 and 2 CFR 200.340, and may also pursue suspension and debarment.

22. Disclosing Conflict of Interests

22.1. For awards to Non-federal entities and individuals (other than states and fellowship recipients under 40 CFR Part 46).

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental and incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

EPA's COI Policy requires that recipients have systems in place to address, resolve and disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient's COI Point of Contact for the award must disclose any COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of the discovery of the potential COI and their approach for resolving the COI.

EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR 200.1 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of a potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or

(2), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

22.2. For awards to states including state universities that are state agencies or instrumentalities

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at: https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

States including state universities that are state agencies and instrumentalities receiving funding from EPA are only required to disclose subrecipient COI as a pass-through entity as defined by 2 CFR 200.1. Any other COI are subject to state laws, regulations and policies. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b)(c) and (d) of the COI Policy that arise after EPA made the award regardless of the amount of the transaction. States who are pass-through entities as defined at 2 CFR 200.1 must require that subrecipients being considered for or receiving subawards disclose COI to the state in a manner that, as a minimum, in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. States must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that subrecipients disclose COI's to state pass-through entities that are discovered under their systems for addressing, resolving, and disclosing COI. If subrecipients do not discover a COI, they do not need to advise state pass-through entities of the absence of a COI.

Upon receiving notice of a potential COI and the approach for resolving it, the Agency will make a determination regarding the effectiveness of these measures within 30 days of receipt of the state's notice of a subrecipient COI unless a longer period is necessary due to the complexity of the matter. States may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. A subrecipient's failure to disclose a COI to the state and EPA may result in cost disallowances.

Disclosure of a potential subrecipient COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the subrecipient has taken measures that EPA and the state agree eliminate, neutralize or mitigate the conflict of interest.

23. Transfer of Funds and Post-Award Changes for Continuing Environmental Program Grants

Applicable to all assistance agreements other than Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total project costs exceeds the Simplified Acquisition Threshold. Simplified Acquisition Threshold is defined at 2 CFR 200.1 and is currently set at $250,000 but the amount is subject to adjustment.

(1) As provided at 2 CFR 200.308(f), the recipient must obtain prior approval from EPA's Grants Management

Officer if the cumulative amount of funding transfers among direct budget categories or programs, functions and activities exceeds 10% of the total budget. Recipients must submit requests for prior approval to the Grant Specialist and Grants Management Officer with a copy to the Project Officer for this agreement.
(2) Recipients must notify EPA's Grant Specialist and Project Officer of cumulative funding transfers among direct budget categories or programs, functions and activities that do not exceed 10% of the total budget for the agreement. Recipients must also notify the EPA Grant Specialist and Project Officer when transferring funds from direct budget categories to the indirect cost category or from the indirect cost category to the direct cost category. Prior approval by EPA's Grant Management Officer is required if the transfer involves any of the items listed in 2 CFR 200.407 that EPA did not previously approve at time of award or in response to a previous post-award request by the recipient.

Applicable to Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total project costs exceeds the Simplified Acquisition Threshold. Simplified Acquisition Threshold is defined at 2 CFR 200.1 and is currently set at $250,000 but the amount is subject to adjustment.

To determine if a post-award change in work plan commitments is significant and requires prior written approval for the purposes of 40 CFR §35.114(a) or 40 CFR §35.514(a), the recipient agrees to consult the EPA Project Officer (PO) before making the change. The term work plan commitments is defined at 40 CFR §35.102. If the PO determines the change is significant, the recipient cannot make the change without prior written approval by the EPA Award Official or Grants Management Officer.

The recipient must obtain written approval from the EPA Award Official prior to transferring funds from one budget category to another if the EPA Award Official determines that such transfer significantly changes work plan commitment(s). All transfers must be reported in required performance reports. In addition, unless approved with the budget at the time of award, Continuing Environmental Program (CEP) recipients must also obtain prior written approval from the EPA Award Official or Grants Management Officer to use EPA funds for directly charging compensation for administrative and clerical personnel under 2 CFR 200.413(c) and the General Provisions for Selected Items of Cost allowability at 2 CFR 200.420 through 200.476 as supplemented by EPA's Guidance on Selected Items of Cost. The recipient is not required to obtain prior written approval from the EPA Award Official for other items requiring prior EPA approval listed in 2 CFR §§ 200.407.

24. Electronic/Digital Signatures on Financial Assistance Agreement Form(s)/Document(s)
Throughout the life of this assistance agreement, the recipient agrees to ensure that any form(s)/document(s) required to be signed by the recipient and submitted to EPA through any means including but not limited to hard copy via U.S. mail or express mail, hand delivery or through electronic means such as e-mail are: (1) signed by the individual identified on the form/document, and (2) the signer has the authority to sign the form/document for the recipient. Submission of any signed form(s)/document(s) is subject to any provisions of law on making false statements (e.g., 18 U.S.C. 1001).

25. Extension of Project/Budget Period Expiration Date
EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308(e)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds, the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

26. Utilization of Disadvantaged Business Enterprises

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

The following text either provides updates to 40 CFR, Part 33 based upon the associated class exception or highlights a requirement.

1. EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

EPA no longer certifies entities as Minority-Owned Business Entities (MBEs) or Women-Owned Business Entities (WBEs) pursuant to a class exception issued in October 2019. The class exception was authorized pursuant to the authority in 2 CFR, Section 1500.3(b).

2. SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR Section 33.301, the recipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: 40 CFR Section 33.301 (a)-(f).

However, in EPA assistance agreements that are for the benefit of Native Americans, the recipient must solicit and recruit Native American organizations and Native American-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts (40 CFR Section 33.304). If recruiting efforts are unsuccessful, the recipient must follow the six good faith efforts.

3. CONTRACT ADMINISTRATION PROVISIONS, 40 CFR Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302 (a)-(d) and (i).

4. BIDDERS LIST, 40 CFR Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

5. FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

In October 2019, a class exception to the entire Subpart D of 40 CFR, Part 33 has been authorized pursuant to the authority in 2 CFR Section 1500.3(b). Notwithstanding Subpart D of 40 CFR, Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

6. MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

When required, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at https://www.epa.gov/system/files/documents/2021-08/epa_form_5700_52a.pdf .

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the

Simplified Acquisition Threshold (SAT) (currently, $250,000 however the threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just the portion which exceeds the SAT.

Annual reports are due by October 30th of each year. Final reports are due 120 days after the end of the project period.

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

7. MBE/WBE RECORDKEEPING, 40 CFR, Part 33, Subpart E
The recipient agrees to comply with all recordkeeping requirements as stipulated in 40 CFR, Part 33, Subpart E including creating and maintaining a bidders list, when required. Any document created as a record to demonstrate compliance with any requirement of 40 CFR, Part 33 must be maintained pursuant to the requirements stated in this Subpart.

Programmatic General Terms and Conditions

27. Sufficient Progress
EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. EPA may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

28. Copyrighted Material and Data
In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for [i.e., authorized by] the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

29. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at https://www.nist.gov/iedison. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at https://www.nist.gov/iedison. EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property "developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories."

30. Acknowledgement Requirements for Non-ORD Assistance Agreements

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: https://www.nsf.gov/awards/managing/rtc.jsp. A Federal-wide workgroup is currently updating the Federal-Wide Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and when completed recipients of EPA ORD research must abide by the research T&Cs.

31. Electronic and Information Technology Accessibility

Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities.
Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see https://www.access-board.gov/about/policy/accessibility.html).

32. Human Subjects

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. *Research* is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. *Human subject* means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d)(f)]

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the Project Officer, even if the event is not reportable to the IRB of record.

33. Animal Subjects

The recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at https://olaw.nih.gov/policies-laws/phs-policy.htm. For additional information about the Principles, the recipient should consult the *Guide for the Care and Use of Laboratory Animals*, prepared by the Institute of Laboratory Animal Resources, National Research Council.

34. Light Refreshments and/or Meals

APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

(1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
(2) A description of the purpose, agenda, location, length and timing for the event; and,
(3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:
If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

35. Tangible Personal Property

35.1 Reporting Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding $5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

35.2 Disposition

35.2.1 Most Recipients. Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document, this award term, or at closeout, the recipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects

whether or not the project or program continues to be supported by Federal funds.

35.2.2 State Agencies. Per 2 CFR 200.313(b), state agencies may manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.

35.2.3 Superfund Recipients. Equipment purchased under Superfund projects is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

36. Dual Use Research of Concern (DURC)

The recipient agrees to conduct all life science research* in compliance with *EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern* (EPA DURC Order) and *United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (iDURC Policy).* If the recipient is an institution within the United States that receives funding through this agreement, or from any other source, the recipient agrees to comply with the iDURC Policy if they conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the institution is outside the United States and receives funding through this agreement to conduct or sponsor research involving any of those same agents or toxins, the recipient agrees to comply with the iDURC Policy. The recipient agrees to provide any additional information that may be requested by EPA regarding DURC and iDURC. The recipient agrees to immediately notify the EPA Project Officer should the project use or introduce use of any of the agents or toxins identified in the iDURC Policy. The recipient's Institution/Organization must also comply with USG iDURC policy and EPA DURC Order and will inform the appropriate government agency if funded by such agency of research with the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If privately funded the recipient agrees to notify the National Institutes of Health at DURC@od.nih.gov.

* *"Life Sciences Research,"* for purposes of the EPA DURC Order, and based on the definition of research in 40 CFR §26.102(d), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with Office of Management and Budget Circular A-11.]

37. Research Misconduct

In accordance with 2 CFR 200.329, the recipient agrees to notify the EPA Project Officer in writing about research misconduct involving research activities that are supported in whole or in part with EPA funds under this project. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results [65 FR 76262. I], or ordering, advising or suggesting that subordinates engage in research misconduct. The recipient agrees to:

(1) Immediately notify the EPA Project Officer who will then inform the EPA Office of Inspector General (OIG) if, at any time, an allegation of research misconduct falls into one of the categories listed below:
A. Public health or safety is at risk.
B. Agency resources or interests are threatened.
C. Circumstances where research activities should be suspended.
D. There is a reasonable indication of possible violations of civil or criminal law.
E. Federal action is required to protect the interests of those involved in the investigation.
F. The research entity believes that the inquiry or investigation may be made public prematurely so that appropriate steps can be taken to safeguard evidence and protect the rights of those involved.
G. Circumstances where the research community or public should be informed. [65 FR 76263.III]

(2) Report other allegations to the OIG when they have conducted an inquiry and determined that there is sufficient evidence to proceed with an investigation. [65 FR 76263. III]

38. Scientific Integrity Terms and Conditions

The recipient agrees to comply with EPA's Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue. The recipient agrees to:

38.1 Scientific Products

38.1.1 Produce scientific products of the highest quality, rigor, and objectivity, by adhering to applicable EPA information quality guidelines quality policy and peer review policy.

38.1.2 Prohibit all recipient employees, contractors, and program participants, including scientists, managers, and other recipient leadership, from suppressing, altering, or otherwise impeding the timely release of scientific findings or conclusions.

38.1.3 Adhere to EPA's Peer Review Handbook, 4th Edition, for the peer review of scientific and technical work products generated through EPA grants or cooperative agreements which, by definition, are not primarily for EPA's direct use or benefit.

38.2 Scientific Findings

38.2.1 Require that reviews regarding the content of a scientific product that are conducted by the project manager and other recipient managers and the broader management chain be based only on scientific quality considerations, e.g., the methods used are clear and appropriate, the presentation of results and conclusions is impartial.

38.2.2 Ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by employees, contractors, and program participants, who assist with developing or applying the results of scientific activities.

38.2.3 Include, when communicating scientific findings, an explication of underlying assumptions, accurate contextualization of uncertainties, and a description of the probabilities associated with both optimistic and pessimistic projections, if applicable.

38.2.4 Document the use of independent validation of scientific methods.

38.2.5 Document any independent review of the recipient's scientific facilities and testing activities, as occurs with accreditation by a nationally or internationally recognized sanctioning body.

38.2.6 Make scientific information available online in open formats in a timely manner, including access to data and non-proprietary models.

38.3 Scientific Misconduct

38.3.1 Prohibit intimidation or coercion of scientists to alter scientific data, findings, or professional opinions or non-scientific influence of scientific advisory boards. In addition, recipient employees, contractors, and program participants, including scientists, managers, and other leadership, shall not knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty.

38.3.2 Prohibit retaliation or other punitive actions toward recipient employees who uncover or report allegations of scientific and research misconduct, or who express a differing scientific opinion. Employees who have allegedly engaged in scientific or research misconduct shall be afforded the due process protections provided by law, regulation, and applicable collective bargaining agreements, prior to any action. Recipients shall ensure that all employees and contractors of the recipient shall be familiar with these protections and avoid the appearance of retaliatory actions.

38.3.3 Require all recipient employees, contractors, and program participants to act honestly and refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C. Research misconduct does not include honest error or differences of opinion. While EPA

retains the ultimate oversight authority for EPA-supported research, grant recipients conducting research bear primary responsibility for prevention and detection of research misconduct and for the inquiry, investigation, and adjudication of research misconduct alleged to have occurred in association with their own institution.

38.3.4 Take the actions required on the part of the recipient described in EPA's Policy and Procedures for Addressing Research Misconduct, Sections 6 through 9, when research misconduct is suspected or found.

38.4 Additional Resources

For more information about the Scientific Integrity Policy, an introductory video can be accessed at: https://youtu.be/FQJCy8BXXq8. A training video is available at: https://youtu.be/Zc0T7fooot8.

Public Policy Requirements

39. Civil Rights Obligations

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Certifications and Representations in Sam.gov or Standard Form 424D, as applicable.

These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing federal and EPA regulations.

a. Statutory Requirements

i. In carrying out this agreement, the recipient must comply with:
   1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
   2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
   3. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

ii. If the recipient is an education program or activity (e.g., school, college or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with:
   1. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance. For further information about your compliance obligations regarding Title IX, see 40 CFR Part 5 and https://www.justice.gov/crt/title-ix

iii. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:
   1. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

b. Regulatory Requirements

i. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
   1. For Title IX obligations, 40 C.F.R. Part 5; and
   2. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part7.
   3. For statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech

and religious freedom, 2 CFR 200.300.

4. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.

c. TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

i. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at: https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi

ii. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at: https://www.govinfo.gov/content/pkg/FR-2006-03-21/pdf/06-2691.pdf

iii. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

40. Drug-Free Workplace

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at www.ecfr.gov/.

41. Hotel-Motel Fire Safety

Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at https://apps.usfa.fema.gov/hotel/ to see if a property is in compliance, or to find other information about the Act.

42. Lobbying Restrictions

a) This assistance agreement is subject to lobbying restrictions as described below. Applicable to all assistance agreements:

i) The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR Part 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

ii) The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding $100,000 and require that subrecipients submit certification and disclosure forms accordingly.

iii) In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

iv) Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

v) By accepting this award, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

b) Applicable to assistance agreements when the amount of the award is over $100,000:

i) By accepting this award, the recipient certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the recipient shall complete and submit the linked Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards exceeding $100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ii) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

43. Recycled Paper

When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

44. Resource Conservation and Recovery Act

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.323, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds $10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

45. Trafficking in Persons

a. Provisions applicable to a recipient that is a private entity.

i. The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not—
   1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
   2. Procure a commercial sex act during the period of time that the award is in effect; or
   3. Use forced labor in the performance of the award or subawards under the award.

ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity—
   1. Is determined to have violated a prohibition in paragraph a of this award term; or
   2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a of this award term through conduct that is either—
      a. Associated with performance under this award; or
      b. Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR Part 1532.

b. Provision applicable to a recipient other than a private entity. EPA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

i. Is determined to have violated an applicable prohibition in paragraph a. of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the

award to have violated an applicable prohibition in paragraph a of this award term through conduct that is either—

1. Associated with performance under this award; or
2. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by EPA at 2 CFR Part 1532.

c. Provisions applicable to any recipient.

i. The recipient must inform the EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph a of this award term.

ii. Our right to terminate unilaterally that is described in paragraph a and b:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
2. Is in addition to all other remedies for noncompliance that are available to us under this award.

iii. The recipient must include the requirements of paragraph a of this award term in any subaward made to a private entity.

d. Definitions. For purposes of this award term:

i. "Employee" means either:

1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. "Private entity":

1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
2. Includes:
   a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
   b. A for-profit organization.

iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

46. Build America, Buy America (Effective May 14, 2022 and applicable to all funding that date forward; Clarifications added October 1, 2022)

a. The recipient is subject to the Buy America Sourcing requirements under the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917) for the types of infrastructure projects under the EPA program and activities specified in the chart, "Environmental Protection Agency's Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America Buy America Provisions of the Infrastructure Investment and Jobs Act." None of the funds provided under this award may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States. The Buy America preference requirement applies to an entire infrastructure project, even if it is funded by

both Federal and non-Federal funds. The recipient must implement these requirements in its procurements, and these requirements must flow down to all subawards and contracts at any tier. For legal definitions and sourcing requirements, the recipient must consult EPA's Build America, Buy America website and the Office of Management and Budget's (OMB) Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

b. When supported by rationale provided in IIJA §70914, the recipient may submit a waiver request to EPA. Recipients should request guidance on the submission instructions of an EPA waiver request from the EPA Project Officer for this agreement. A list of approved EPA waivers (general applicability and project specific) is available on the EPA Build America, Buy America website.

c. For questions regarding the applicability of the Build America, Buy America Act requirements to this assistance agreement or if there is an approved waiver in place, please contact the EPA Project Officer for this agreement.

KUBOTA TRACTOR WITH HEAVY DUTY FLAILER

- Quoted through WestChester Tractor, Inc., utilizing Sourcewell contract # 052417-AIG
- Replaces current DPW Flailer that is now out of service
- Vital piece of machinery for Public Works, especially in Spring and Summer months.
- Total Price $207,681.10
- Funded through Capital Bonding.

WESTCHESTER TRACTOR, INC.

THE BEST DON'T REST

60 INTERNATIONAL BLVD.
BREWSTER, NY 10509
Phone (845) 278-7766 Fax (845) 278-4431
Web: http://www.wtractor.com

Sourcewell Awarded Contract

Quotation

QUOTE DATE: May 1, 2024
Quotation valid for (days): 30
Quotation valid until: May 31, 2024
Prepared by: Paul Bartek
Salesman's Phone #: (845) 207-7268
Salesman's Email: paulb@wtractor.com

Customer Information:

	PHONE	EXT	FAX
WEST HAVEN ROBERT			
	CELL		
	EMAIL		

ALAMO INDUSTRIAL

MACHINE AND OPTIONS		PRICE
KUBOTA TRACTOR M6-111	LIST PRICE	$ 112,320.00
M6-111DTC-F-1 4WD W/24 SPD INTELLI-SHIFT TRANS		
Full Cab HVAC		
AMR9304 F-TIRE LSW 340/70R28 GY R14		
AMR9284TK R-TIRE LSW 460/75R38 GY R14 CAST TK		
KB2200 Joystick Control sn#KB22-240101		$ 82,345.00
Heavy Duty Flail,Swivel		$ 24,101.00
	TOTAL LIST	$ 218,766.00
	SOURCEWELL DISCOUNT (15%)	$ (32,814.90)
	TERRAIN KING FACTORY MOUNTING	$ 9,230.00
	FREIGHT, SET UP & DELIVERY	$ 9,000.00
	AGRIMETAL B50 THREE POINT BLOWER	$ 9,000.00
PRICING PER SOURCEWELL CONTRACT (052417-AGI)		

TRADE UNITS		
JOHN DEERE (398603) WITH AN ALAMO OVER THE RAIL MOWER		$ 5,500.00

TOTAL	$	207,681.10
TOTAL TAX	$	-
TOTAL PRICE	$	207,681.10

PLUS TAX IF APPLICABLE

THANK YOU FOR YOUR BUSINESS!

GREATER BRIDGEPORT REGIONAL SOLID WASTE INTERLOCAL COMMITTEE

- West Haven was voted into the Committee in February, 2017.
- Contract was never formalized and executed with Committee
  - West Haven has been receiving the benefits of reduced tipping fees for solid waste since being voted in in 2017
- Committee is now in negotiations with Wheelabrator for a 5 year contract on tipping fees, and West Haven needs to execute the contract to be part of these negotiations.
- Committee is asking West Haven to sign their agreement retroactive to February 2017
- Minutes from meeting when West Haven was approved, and a copy of the Committee formation documents included in this packet.

Special Greater Bridgeport Regional Solid Waste Interlocal Committee Meeting
Friday, February 24, 2017
9:00 am
Old Town Hall Conference Room-2nd floor
611 Old Post Road
Fairfield, CT 06824

AGENDA

I. Call to Order

II. To Hear, Consider and Approve the City of West Haven, Connecticut Becoming a Member of the Greater Bridgeport Regional Solid Waste Interlocal Committee

III. Old Business

IV. Adjourn

*Conference Call Instructions:
Call this Phone Number: 888-278-0296
When prompted, type in the following Access Code: 8593671

Please note that all meetings allow for the Committee to enter into Executive Session

Special Greater Bridgeport Regional Solid Waste Interlocal Committee Meeting
Friday, February 24, 2017
9:00 am
Old Town Hall Conference Room-2nd floor
611 Old Post Road
Fairfield, CT 06824

DRAFT MINUTES

Members Present: Fairfield First Selectman Mike Tetreau, Milford Mayor Ben Blake, Westport First Selectman Jim Marpe (via phone), Trumbull First Selectman Tim Herbst (via phone)

Members Absent: Bridgeport Mayor Joe Ganim, Monroe First Selectman Steve Vavrek and Woodbridge First Selectman Ellen Scalettar

Others Present: John Marsilio (Trumbull), Ed Nagy (Proxy for Easton First Selectman Adam Dunsby), Scott Sullivan and Steve Edwards (Westport), Ed Boman and Mike Zembruski (Fairfield), Gary Catalano (Proxy for Stratford Mayor John Harkins), Bruce Loomis (Proxy for Bethany First Selectman Derrylyn Gorski), John Cottell of Southbury, Mark Paine and Dominic Perroti of West Haven

I. Call to Order

First Selectman Mike Tetreau, Chair, called the meeting to order at 9:09 am.

II. To Hear, Consider and Approve the City of West Haven, Connecticut Becoming a Member of the Greater Bridgeport Regional Solid Waste Interlocal Committee

Gary Catalano made a motion to approve the item. Mayor Ben Blake seconded the motion.

Ed Boman said there is a shortage of 7,000 of tonnage to get to the 25,000 tonnage level to reduce the tip fee. Southbury may join this group and East Haven as well. Mr. Boman said he has not been receiving Wheelabrator's quarterly reports and there is no official contact at Wheelabrator in Bridgeport.

First Selectman Tetreau asked about the process for West Haven signing the contract with Wheelabrator. Steve Edwards said West Haven has its RTM approve the contract, then it's executed and put on file. First Selectman Tetreau asked if West Haven is just added to the list of Mayors/First Selectmens' signatures in the 2014 Greater Bridgeport Regional Solid Waste Interlocal Agreement. Mr. Edwards replied yes.

Bruce Loomis of Bethany asked if this Committee is excepting West Haven as an equal without buy-in. The Committee responded yes. Mr. Boman said the goal is to get extra tonnage. Mr. Edwards said West Haven's tonnage is already at Wheelabrator.

The motion carried unanimously.

John Marsilio of Trumbull said a start date for West Haven is needed for when their tonnage is added to our tonnage. The Committee will need to know when West Haven approves and signs the contract.

III. Old Business

Mr. Edwards requested that Wheelabrator attend the next meeting. First Selectman Tetreau asked for the Executive Copy showing all the Mayors and First Selectmen's signatures for the Greater Bridgeport Regional Solid Waste Interlocal Agreement.

Mr. Marsilio said a letter should be sent to Wheelabrator asking it to please credit West Haven's tonnage. First Selectman Tetreau said there needs to be a review of the administrative process on how and when to send this letter and who approves it.

IV. Adjourn

First Selectman Herbst made a motion to adjourn the meeting at 9:23 am. Mayor Blake seconded the motion which carried unanimously.

Respectfully submitted,

Jennifer S. Carpenter
Recording Secretary

GREATER BRIDGEPORT REGIONAL SOLID WASTE INTERLOCAL COMMITTEE

2014 Formation and Contracting Documents

Prepared by:
Finn Dixon & Herling LLP
177 Broad Street
Stamford, Connecticut 06901-2048
(203) 325-5000

GREATER BRIDGEPORT REGIONAL SOLID WASTE INTERLOCAL COMMITTEE

2014 Formation and Contracting Documents

I. Greater Bridgeport Regional Solid Waste Interlocal Agreement, dated as of June 27, 2014

II. Solid Waste Disposal Agreement between the Greater Bridgeport Regional Solid Waste Interlocal Committee, acting on behalf of the Contracting Communities, and Wheelabrator Bridgeport, L.P., dated as of June 27, 2014.

III. Guaranty Agreement, effective as of June 27, 2014 by Wheelabrator Technologies Inc. in favor of Greater Bridgeport Regional Solid Waste Interlocal Committee

IV. Limited Waiver of Conditions Precedent between Wheelabrator Bridgeport, L.P. and Greater Bridgeport Regional Solid Waste Interlocal Committee

V. Minutes of First Meeting of Interlocal Committee, dated June 27, 2014

VI. Joinder Agreement of Stratford

VII. Joinder Agreement of Monroe

VIII. City/Town Counsel Opinions

IX. Opinion of Counsel to Wheelabrator

X. 2014 Voting Distribution

EXECUTION COPY

GREATER BRIDGEPORT REGIONAL SOLID WASTE INTERLOCAL AGREEMENT

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Greater Bridgeport Regional Solid Waste Interlocal Agreement

THIS AGREEMENT, dated as of June 27, 2014, is by and among the Municipalities signatory to this Agreement ("Municipalities").

1. PURPOSE. The purpose of this Agreement is to create the Greater Bridgeport Regional Solid Waste Interlocal Committee (the "Committee") as the body to deal with all matters affecting the Municipalities in connection with the delivery of municipal solid waste to one or more resources recovery facilities with which the Committee contracts (each, a "Facility"), and the purchase of electric power if the terms of such delivery include the supply of electric power.

2. COMMITTEE MEMBERSHIP. (a) Each of the following Municipalities which has ratified this Agreement pursuant to Section 7-339c of the General Statutes of Connecticut shall be a member of the Committee:

Town of Bethany
City of Bridgeport
Town of Easton
Town of Fairfield
City of Milford
Town of Trumbull
Town of Westport
Town of Woodbridge

(b) If an additional municipality is contractually entitled or obligated to deliver municipal solid waste to the Facility through the Committee and ratifies this Agreement pursuant to C.G.S. Section 7-339c, it shall become a member of the Committee with all rights and obligations of a member pursuant to this Agreement; provided that the Committee consents to such municipality becoming a member of the Committee by a majority vote.

3. DURATION OF AGREEMENT. The Agreement shall be in effect from its effective date until June 30, 2034, unless at any time there are not two Municipalities continuing to be members, in which event it shall automatically terminate.

4. EFFECTIVE DATE. The effective date of this Agreement shall be June 27, 2014.

5. ESTABLISHMENT OF GREATER BRIDGEPORT REGIONAL SOLID WASTE INTERLOCAL COMMITTEE. The "Greater Bridgeport Regional Solid Waste Committee" is hereby established, as authorized by Sections 7-339a and 22a-221(c) of the General Statutes of Connecticut. The Committee shall be an operating committee constituting a public instrumentality and political subdivision of the State of Connecticut.

6. ORGANIZATION OF THE COMMITTEE. Within sixty days of the effective date of this Agreement, the representatives to the Committee designated by the member Municipalities shall meet and organize and select from among the designated representatives a Chairman, Vice Chairman, Secretary, Treasurer, and such other officers as the representatives deem appropriate. The initial term of office shall expire at 12:00 a.m. (Midnight) on December 31, 2014. New officers shall be elected annually at the last regularly scheduled meeting of the Committee in any calendar year and each term of office shall commence at 12:01 a.m. on the first day of January each year. In the absence or incapacity of the Chairman, the Vice Chairman shall be vested with all powers of the Chairman.

7. POWERS AND RESPONSIBILITIES OF COMMITTEE. (a) The Committee is authorized to negotiate, execute and deliver one or more contracts for the delivery of municipal solid waste to a Facility, each between the Committee on the one hand and the operator of the Facility on the other hand (a "Disposal Agreement"), as it shall determine in its discretion to be

in the best interests of the Municipalities as a whole. Each Disposal Agreement shall be for a term the Committee shall determine, but shall not extend beyond the term of this Agreement. The Committee is authorized to obligate each Municipality to deliver municipal solid waste to a Facility pursuant to a Disposal Agreement, which obligation may be in the form of a commitment of a Municipality to deliver all municipal solid waste under its control, but the Committee may not obligate any Municipality to deliver a specific minimum tonnage of municipal solid waste without the consent of the Municipality. The Committee is authorized to determine, by resolution or in the Disposal Agreement, the consequences to each Municipality of any default in the performance of any delivery commitment made by the Committee or on behalf of any Municipality. The Committee shall be responsible for representing the interests of the Municipalities in all matters relating to the delivery of municipal solid waste to the Facility, and shall be the authorized representative of each Municipality for purposes of any Disposal Agreement including, without limitation, all matters stated therein to be determined by the Committee. Any such contract may provide for:

(i) Arrangements for the billing and payment of tipping fees directly between the operators of the Facility and a Municipality and the assignment to such Facility operator of the Committee's full rights to enforce a Municipality's obligations under this Agreement as though it were originally named as a party hereto in place of the Committee, naming the Facility operator as its attorney-in-fact to enforce such obligations, and arrangements for cooperating with the operator of a Facility in enforcing such obligations, including without limitation, participating in any action or claim as a necessary party;

(ii) Arrangements for the delivery of electric power by the Facility to the Municipality, and billing and payment of electric power purchase payments directly between the operators of the Facility and a Municipality, or payment in the form of a credit against tipping fees, provided that the Committee shall not commit a Municipality for the delivery of electric power if such commitment shall be in violation of any existing electric power purchase agreement by the Municipality of which the Committee has been given written notice; and/or

(iii) Billing of an aggregate administrative cost (whether or not in the form of a per ton charge) authorized and approved by the Committee, to a Municipality and

payable to the Committee, or to the operators of the Facility for further credit to the Municipality.

(b) Each Municipality agrees to be bound by and obligated by the decisions and actions of the Committee made or taken pursuant to and within the powers and authority granted to it by this Agreement. Each Municipality agrees that its obligations under, and the Committee's obligations on behalf of the Municipality under any Disposal Agreement shall be binding on each Municipality for the full term thereof. Pursuant to C.G.S. Section 22a-221(b), for the full term of any Disposal Agreement, each Municipality shall annually appropriate funds to pay its obligations hereunder and thereunder.

(c) The Committee shall analyze all reports, communications and other data received by it and advise member Municipalities and make recommendations as appropriate. The Committee shall inquire and investigate any matter deemed by it to justify such action and shall keep member Municipalities advised of all developments. The Committee shall prepare and distribute to the member Municipalities an annual report of its activities and recommendations and such additional reports as deemed appropriate.

(d) The Committee shall have the following additional powers:

(i) to retain by contract or employ counsel, auditors, private consultants and advisers;

(ii) to conduct such hearings, examinations and investigations as may be necessary and appropriate to the conduct of its operations and the fulfillment of its responsibilities;

(iii) to examine alternatives to disposal of municipal solid waste at the Facility, including alternatives to renewal of contractual arrangements with respect to the Facility; and

(iv) to otherwise do all things necessary or desirable in connection with the performance of its duties, the conduct of its operations, and its relationships with the Municipalities and the Facility.

8. REGULAR, SPECIAL AND EMERGENCY MEETINGS. (a) The Committee shall hold regular quarterly meetings, or more frequent regular meetings, at such times and places as determined by the Committee. In the event the Chairman of the Committee determines that it is not necessary to hold a regular meeting, he/she may cancel such meeting by giving written or telephone notice of such cancellation at least 24 hours prior to the time of the meeting.

(b) The Chairman of the Committee may call a special or emergency meeting as he/she determines appropriate, giving, in each instance, as much advance notice as circumstances permit. The Chairman or Secretary of the Committee shall promptly call a special or emergency meeting upon the request of representatives from three or more member Municipalities.

(c) The Committee shall conduct its affairs in compliance with the Freedom of Information Act. All meetings of the Committee shall be conducted in accordance with Robert's Rules of Order, except as otherwise provided herein.

9. VOTING, QUORUM. (a) Each member Municipality shall be entitled to one representative on the Committee. Such representatives shall be the chief elected official of such member Municipality or his or her designated alternate. Representatives to the Committee shall

serve without compensation. In voting upon all matters coming before the Committee, the vote of each representative shall be accorded a weight, determined as follows:

(i) The number derived by dividing 100 by the number of Municipalities, plus

(ii) The quotient derived by dividing the tonnage of municipal solid waste delivered by or on behalf of the Municipality from which the representative is appointed for the prior fiscal year (dividend) by the total tonnage of municipal solid waste delivered by or on behalf of all Municipalities for the prior fiscal year (divisor), multiplied by 100; and

(iii) Dividing the sum of (i) and (ii) by two.

(iv) The resulting number shall be rounded to the nearest whole number.

(v) The weighted vote shall be determined and announced by the Chairman of the Committee as of the first meeting of the Committee after the end of a fiscal year, prior to the conduct of any other business of the Committee.

(b) A quorum for conducting business at any meeting of the Committee shall consist of the presence of representatives collectively holding a majority of the total weighted vote.

(c) Unless otherwise specifically provided herein, all matters shall be decided by a majority vote of the total weighted vote of the representatives present. Should the Committee become involved in any dispute or controversy requiring resolution by a third party, the Committee shall give priority to the use of Alternative Dispute Resolution means in resolving such dispute or controversy.

10. BUDGET; PAYMENT OF EXPENSES. The Committee shall prepare a proposed annual expense budget and shall distribute it to the Municipalities for comments at least 60 days prior to the Committee voting to adopt a budget. When a budget is adopted by the Committee, such budget shall be binding upon the Municipalities. If the means by which revenues to meet such annual expense budget are collected are not provided for under the terms of any Disposal

Agreement, the Committee shall also approve a method by which each Municipality shall be bear a portion of such budget, which method shall be reasonably designed so that each Municipality bears a ratable portion of such budget based on tonnage of municipal solid waste delivered by or on behalf of such Municipality for the current or most recently completed fiscal year. If the Committee shall be required to be a necessary party to any action to enforce a Municipality's obligations under any Disposal Agreement, the Committee may assess against and collect from the Municipality against which such enforcement is sought the reasonable costs and expenses (including the reasonable fees and expenses of counsel) of its participation.

11. AMENDMENT; WITHDRAWAL. The Agreement may be amended by vote of the legislative bodies of two-thirds of the member Municipalities, provided that this Agreement shall not be amended in any way which reduces or terminates the obligations of any Municipality or the Committee under any Disposal Agreement without the prior written consent of any counterparty to a Disposal Agreement.

A member Municipality may withdraw from the Committee as of right at the end of the current term (not including any unexercised options to extend such term) of this Agreement, provided such Municipality gives notice to the Committee at least six months prior to the date of withdrawal.

In addition, a member Municipality may request permission from the Committee to withdraw from the Committee at any time, but any such withdrawal shall be subject to approval by a majority of the total weighted vote of the Municipalities, which approval shall only be granted if it shall not be in breach of any Disposal Agreement then in effect. Subject to the terms of this Section 11, the approval of a request to withdraw shall not be unreasonably withheld, but

such approval may be conditioned by the Committee in the Committee's discretion as to time, breakage costs, damages or other matters, and on such withdrawal not being in breach of any Disposal Agreement then in effect.

12. MISCELLANEOUS

12.1 Binding Effect of Agreement. This Agreement shall inure to the benefit of and shall be binding upon each of the Municipalities and their respective successors and assigns.

12.2 Entire Agreement. The provisions of this Agreement shall constitute the entire agreement among the Municipalities with reference to their obligations to each other relating to the Facility.

12.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

12.4 Relationship of the Parties. Except as otherwise explicitly provided herein, nothing in this Agreement shall be deemed to constitute any party hereto a partner, agent, or legal representative of any other party thereto or to create any fiduciary relationship between or among such parties.

12.5 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, to each representative as follows:

To the Town of Bethany, Connecticut:

The Town of Bethany
Town Hall
40 Peck Rd.
Bethany, Connecticut 06524
Attention: First Selectman

To the City of Bridgeport, Connecticut:

The City of Bridgeport
City Hall
Room 204
45 Lyon Terrace
Bridgeport, Connecticut 06004
Attention: Mayor

To the Town of Easton, Connecticut:

The Town of Easton
Town Hall
225 Center Road
Easton, Connecticut 06612
Attention: First Selectman

To the Town of Fairfield, Connecticut:

The Town of Fairfield
Town Hall
611 Old Post Road
Fairfield, Connecticut 06430
Attention: First Selectman

To the City of Milford, Connecticut:

The City of Milford
City Hall
Milford, Connecticut 06460
Attention: Mayor

To the Town of Monroe, Connecticut:

The Town of Monroe
Town Hall
7 Fan Hill Road
Monroe, Connecticut 06468

Attention: Town Manager/First Selectman

To the Town of Trumbull, Connecticut:

The Town of Trumbull
Town Hall
5866 Main Street
Trumbull, Connecticut 06611
Attention: First Selectman

To the Town of Westport, Connecticut:

The Town of Westport
Town Hall
110 Myrtle Avenue
Westport, Connecticut 06880
Attention: First Selectman

To the Town of Woodbridge, Connecticut:

The Town of Woodbridge
Town Hall
11 Meetinghouse Lane
Woodbridge, Connecticut 06525
Attention: First Selectman

Notices to the Committee shall be given to the notice of the Municipality whose representative is serving as Chairman at the time of giving of the notice.

12.6 Law Governing Construction of Agreement. The law of the State of Connecticut applicable to contracts made and to be performed in such State shall govern the construction of this Agreement.

This Agreement has been approved by the vote of the legislative body of each of the following towns and cities:

Date of Approval By Legislative Body:	Town or City
June 18, 2014	TOWN OF BETHANY By: Its: First Selectman
	CITY OF BRIDGEPORT By: Its:
	TOWN OF EASTON By: Its:
	TOWN OF FAIRFIELD By: Its:
	CITY OF MILFORD By: Its:
	TOWN OF MONROE By: Its:
	TOWN OF ORANGE By: Its:
	TOWN OF STRATFORD By: Its:

This Agreement has been approved by the vote of the legislative body of each of the following towns and cities:

Date of Approval By Legislative Body:	Town or City
_____	TOWN OF BETHANY By: _____ Its:
2/4/14	CITY OF BRIDGEPORT By: _____ Bill Finch Its: Mayor
_____	TOWN OF EASTON By: _____ Its:
_____	TOWN OF FAIRFIELD By: _____ Its:
_____	CITY OF MILFORD By: _____ Its:
_____	TOWN OF MONROE By: _____ Its:
_____	TOWN OF ORANGE By: _____ Its:
_____	TOWN OF STRATFORD By: _____ Its:

This Agreement has been approved by the vote of the legislative body of each of the following towns and cities:

Date of Approval By Legislative Body:	Town or City
_____	TOWN OF BETHANY By: _____ Its:
_____	CITY OF BRIDGEPORT By: _____ Its:
1/13/14	TOWN OF EASTON By: _____ Its: BS
6/23/14	TOWN OF FAIRFIELD By: _____ Its: First Selectm
2/3/14	CITY OF MILFORD By: _____ Its: Mayor
_____	TOWN OF MONROE By: _____ Its:
12/17/13	TOWN OF TRUMBULL By: _____ Its:
2/4/14	TOWN OF WESTPORT By: _____ Its: First Selectman

4/9/14

TOWN OF WOODBRIDGE

By: _____
Its: First Selectman

SOLID WASTE DISPOSAL AGREEMENT

BETWEEN

THE

GREATER BRIDGEPORT REGIONAL SOLID WASTE INTERLOCAL COMMITTEE

ACTING ON BEHALF OF THE CONTRACTING COMMUNITIES

AND

WHEELABRATOR BRIDGEPORT, L.P.

DATED AS OF June 27, 2014

SOLID WASTE DISPOSAL AGREEMENT

This Agreement is made and entered into as of the 27th day of June, 2014, by and between the GREATER BRIDGEPORT REGIONAL SOLID WASTE INTERLOCAL COMMITTEE (hereinafter referred to as "GBRSWIC"), a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut (hereinafter referred to as the "State"), and WHEELABRATOR BRIDGEPORT, L.P., a limited partnership formed under the laws of the State of Delaware (hereinafter referred to as "Wheelabrator"). Capitalized terms not otherwise defined herein shall have the meaning set forth in Section 1.01 below.

WITNESSETH:

WHEREAS, each municipality in the State has the right and obligation under Section 22a-220 of the Connecticut General Statutes (the "General Statutes") to make provision for the safe and sanitary disposal and processing of solid waste generated within its corporate boundaries; and

WHEREAS, GBRSWIC has been established under the terms of the Interlocal Agreement, dated as of June 27, 2014 currently by and among the Cities of Bridgeport and Milford, and the Towns of Bethany, Easton, Fairfield, Monroe, Trumbull, Westport and Woodbridge (the "Interlocal Agreement"), and pursuant to sections 7-339a and 22a-221(c) of the General Statutes and pursuant to the Interlocal Agreement GBRSWIC has authorization to negotiate, execute and deliver contracts for the disposal of solid waste on behalf of the Contracting Communities; and

WHEREAS, Wheelabrator has agreed to provide for waste disposal services for the Contracting Communities on the terms and conditions set forth in this Agreement; and

WHEREAS, each of the Contracting Communities has authorized GBRSWIC to enter into this Agreement on behalf of such Contracting Community, and has agreed to perform the obligations of a Contracting Community described herein and in the Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Specific Definitions. As used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the words and terms listed in this Section 1.01 shall have the following meanings:

"Acceptable Waste" means unwanted or discarded materials of the kind normally collected or disposed of, or caused to be collected or disposed of, by or on behalf of a Contracting Community through private or municipal collection and commercial, governmental and light industrial waste which a Contracting Community is required by State law to make provision for the safe and sanitary disposal of, but not including in any case SHW or OBW.

"Affiliate" means, with respect to any person, any other person controlling, controlled by, or under common control with, such person.

"Agreement" means this Solid Waste Disposal Agreement between GBRSWIC and Wheelabrator, as amended from time to time.

"Alternative Contract" means a waste disposal contract other than a contract for Spot Waste (i) executed after the Contract Date with a Connecticut municipality other than a Contracting Community; (ii) at a lower disposal fee than the Disposal Fee as of the date the Alternative Contract is executed; and (iii) with similar terms and conditions as this Agreement with the exception of disposal fee, term and waste delivery amount; provided however that a waste disposal agreement that includes a "put or pay" obligation for delivery of waste by the municipality shall not be considered to be on similar terms and conditions as this Agreement.

"Alternative Processing Facility" means a waste disposal location permitted to accept Acceptable Waste, OBW, or SHW, as the case may be.

"Annual Settlement Statement" means the statement Wheelabrator must deliver to GBRSWIC and each Contracting Community following the end of each Contract Year pursuant to Section 3.05.

"Authorized Representative" means (a) in the case of GBRSWIC, the Chairman, Vice-Chairman or President thereof, (b) in the case of Wheelabrator, the President, any Vice President or the Treasurer of the managing partner thereof (or, if there be no managing partner, any general partner thereof), or (c) in the case of each Contracting Community, the individuals listed on Schedule 1 hereto, and, when used with reference to the performance of any act, the discharge of any duty or the execution or any certificate or other document, any officer, employee, partner or other person specifically authorized in writing by one of the persons designated above to perform such act, discharge such duty or execute such certificate or other document.

"Authorized Hauler" means any hauler designated by a Contracting Community by contract or otherwise to deliver Acceptable Waste by or on behalf of such Contracting Community to the Facility.

"Base Tipping Fee" has the meaning given in Section 3.02.

"Change in Law" means any of the following events or conditions having or which may reasonably be expected to have an effect on either party's ability to perform its obligations under this Agreement:

(a) the adoption, promulgation, issuance, modification or written change in administrative or judicial interpretation after the Execution 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 Execution 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 Execution 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 affected 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 Execution Date of any permit, license, consent, authorization or approval essential to the 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.

"Civil Disturbance" means an act of the public enemy, war, terrorism, blockade, insurrection, riot, general arrest or restraint of government and people, nuclear incident, civil disobedience or similar occurrence.

"Consumer Price Index" or "CPI" means the consumer price index (Series Id: CWURA101SAOLE, Not Seasonally Adjusted) for the New York- Northern New Jersey, Long Island, NY-NJ-CT-PA, All items less energy for Urban Wage Earners and Clerical Workers, as published by the United States Department of Labor Statistics (Base Period 1982-1984 = 100), or a mutually agreeable alternative index if such index is no longer published or the method of computation hereof is substantially modified.

"Contract Date" means July 1, 2014.

"Contracting Community" (and together the "Contracting Communities") means the Cities and Towns listed on Schedule 1, as the same may be updated from time to time pursuant to this Agreement, who have executed the Interlocal Agreement.

"Contract Year" means each 12-month period under this Agreement commencing on July 1 of each year. A "full Contract Year" is any Contract Year consisting of 12 months. Obligations hereunder with respect to delivery or acceptance of specified amounts of Waste which are stated to be applicable to a full Contract Year shall be proportionately reduced in any other Contract Year.

"CPI_B" means CPI published as of May 1, 2014.

"CPI_X" means CPI as of May 1 in the computation year.

"Direct Control" means, with respect to Acceptable Waste required to be delivered to the Facility pursuant to this Agreement, all (1) municipal waste that is collected by a Contracting Community either directly by municipal employees, or under a license or permit issued to a third party, or a contract with a third party, to perform such functions on behalf of a Contracting Community, or (2) municipal waste or commercial waste collected through deliveries to a

transfer station owned, operated, or used by a Contracting Community.

"Disposal Fees" means the amounts Wheelabrator is entitled to receive from the Contracting Communities under Article III.

"Disposal Fee Adjustments" has the meaning given in Section 3.01.

"Excess Waste" has the meaning given in Section 2.02(b).

"Execution Date" means the date hereof.

"Facility" means the solid waste disposal and energy recovery and steam and electric generating facility, constructed, operated, and maintained by Wheelabrator to recover energy in the form of steam from Acceptable Waste and to make electricity for sale located at 6 Howard Avenue, Bridgeport, Connecticut 06605.

"Force Majeure Event" means a:

(a) Change in Law;

(b) Civil Disturbance;

(c) Non-WTI Strike;

(d) an Act of God, landslide, lightning, hurricane, tornado, very high wind, blizzard, ice storm, drought, or flood (but not including weather conditions for the geographic area of the Facility that should have been reasonably anticipated); or

(e) any other event or circumstance, including fire or explosion, which prevents either party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Execution Date and is not within the reasonable control of, and without fault or negligence of the party claiming Force Majeure with respect to such event or circumstance, and which by the exercise of due diligence the party claiming Force Majeure is unable to overcome or cause to be avoided; provided, that a Force Majeure Event shall not include: (i) a lack of funds or other adverse financial event; or (ii) economic hardship resulting from the performance of or compliance with any of the covenants or obligations contained in this Agreement.

"Guarantor" means WTI.

"GBRSWIC Capacity" means 250,000 Tons in any Contract Year.

"GBRSWIC Fee" shall mean a per ton fee established by GBRSWIC from time to time, written notice of which is given to Wheelabrator at least 60 days prior to its effectiveness.

"Hazardous Residue" means Residue which according to federal, State or local rules or regulations from time to time in effect requires special handling in its collection, treatment or disposal, including that regulated under 42 U.S.C. §§ 6921-6925 and regulations thereunder adopted by the United States Environmental Protection Agency, pursuant to the Resource Conservation and Recovery Act of 1976, 90 Stat. 2806, 42 U.S.C. § 6901.

"Hazardous Waste" means pathological, biological, cesspool or other human wastes, human and animal remains, radioactive, toxic and other hazardous wastes, or hazardous substances, which according to federal, State or local rules or regulations from time to time in effect require special handling in their collection, treatment or disposal, including those regulated under 42 U.S.C. §§ 6921-6925 and regulations thereunder adopted by the United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act of 1976, 90 Stat. 2806, 42 U.S.C. § 6901, such as cleaning fluids, crankcase oils, cutting oils, paints, acids, caustics, poisons, drugs, fine powdery earth used to filter cleaning fluid and refuse of similar nature, and including hazardous substances regulated under 42 U.S.C. §§ 9601-9675 and regulations thereunder adopted by the United States Environmental Protection Agency pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601.

"Interlocal Agreement" means the Interlocal Agreement among the Contracting Communities in the form attached as Schedule 2 hereto.

"Landfill" means one or more landfill disposal facilities utilized by Wheelabrator that is legally available for the disposal of Unprocessed Waste, SHW, Residue and OBW.

"Legal Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

"Municipal Obligations" shall have the meaning assigned in Section 4.01.

"Non-WTI Strike" means a strike, lockout, or similar industrial or labor action not directed solely at Wheelabrator, another WTI Affiliate, a Subcontractor, or at the operation or maintenance of the Facility. If Wheelabrator is able and willing to accept and process Acceptable Waste at the Facility, a refusal by drivers delivering any Acceptable Waste (and not employed by WTI, Wheelabrator, another WTI Affiliate, or a Subcontractor), to cross picket lines at the Facility shall constitute a Non-WTI Strike, whether or not the existence of such picket lines also would constitute a Non-WTI Strike.

"Oversized Bulky Waste" or "OBW" means white goods and other unwanted or discarded materials delivered by or on behalf of a Contracting Community which

(a) are of the kinds normally collected or disposed of, or caused to be collected or disposed of, by or on behalf of a Contracting Community through private or municipal collection,

(b) in the judgment of Wheelabrator, reasonably exercised, cannot be processed in the Facility because of size or non-combustibility,

(c) would not constitute SHW under clause (a), (b) or (d) of the definition of such term,

(d) may be disposed of in a Landfill holding a permit issued by the Connecticut Department of Environmental Protection under Section 22a-209-1 and following of its Regulations or any successor provision, and

(e) are not too large to be deposited and stored at the Facility, or transported to a Landfill.

"Qualifying Waste" has the meaning provided in Section 3.02(b)."Recycling" means solid waste segregation and recycling or reuse programs mandated or approved by the State, any Contracting Community or any interlocal agency, including without limitation SWEROC or any successor to SWEROC.

"Replacement Community" has the meaning set forth in Section 6.04(c).

"Residue" means that material remaining after incineration of Waste at the Facility, including ash, fly ash, water and non-combustible portions of Waste.

"Special Handling Waste" or "SHW" means (a) Hazardous Waste; (b) dirt, concrete and other nonburnable construction material and demolition debris; (c) large items of machinery and equipment, such as motor vehicles and major components. thereof (transmissions, rear ends, springs, fenders), agricultural equipment, trailers and marine vessels, and any other item of waste exceeding six feet in any one of its dimensions or being in whole or in part of a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion, including, in the context of deliveries to the Facility, OBW; and (d) explosives, ordnance materials, oil, sludges, highly inflammable substances, hazardous chemicals, tires and other materials the acceptance of which, in the judgment of Wheelabrator, reasonably exercised, is likely to cause damage to or adversely affect the operation of the Facility, constitute a threat to health or safety, or violate or cause the violation of any applicable federal, state, or local law, regulation, or judicial or administrative decision or order.

"Spot Waste" means any Waste delivered to the Facility without a contract or under a contract having a term of one year or less; provided that a contract for Waste delivered to the Facility with an initial term of one year or less but containing provisions for (1) or more renewal terms at either party's sole option which, if exercised, and when combined with the initial term, results in a contract with a total term of at least one year plus one day, shall not be a contract for Spot Waste.

"Subcontractor" means any person, partnership, corporation or other entity contracting directly with Wheelabrator, WTI or any Affiliate of WTI to perform or provide any part of the work, materials, supplies or equipment required of Wheelabrator under this Agreement.

"Subject Tons" has the meaning specified in Section 2.04.

"SWEROC" means the Southwestern Connecticut Regional Recycling Operating Committee as created by that certain inter-community agreement dated September 15, 1989.

"Taxes" means all taxes, fees, assessments or other charges, direct or indirect.

"Term" has the meaning given in Section 6.01.

"Tipping Fee" has the meaning given in Section 3.02.

"Ton" means 2,000 pounds.

"Total Plant Capacity" means seven hundred forty thousand (740,000) Tons of Waste per year; provided, however, that if the Total Plant Capacity is permanently reduced as a result of a Change in Law, the Total Plant Capacity shall be reduced hereunder proportionately.

"Transfer Station" means any transfer station located within, and owned by a Contracting Community.

"Unprocessed Waste" means Acceptable Waste which Wheelabrator cannot process or store at the Facility and that is therefore diverted from the Facility to a Landfill for ultimate disposal.

"Waste" means Acceptable Waste, OBW, SHW or any other material delivered to the Facility for processing or disposal, whether or not permitted to be so delivered by the terms of this Agreement.

"Withdrawing Community" has the meaning set forth in Section 6.04(c).

"WTI" means Wheelabrator Technologies Inc.

Section 1.02 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 Article have the meanings assigned to them in this Article, and 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 in the United States of America;

(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."

ARTICLE II
DELIVERY OF ACCEPTABLE WASTE TO AND OPERATION OF THE FACILITY

Section 2.01 Commitment to Deliver Acceptable Waste.

(a) Delivery of Acceptable Waste. During the Term of this Agreement, each Contracting Community shall, and GBRSWIC shall, and to the fullest extent authorized by the Interlocal Agreement, shall ensure that each Contracting Community shall, deliver or cause to be delivered to the Facility, all Acceptable Waste over which it has Direct Control, in accordance with the terms of this Agreement. A Contracting Community shall not, and GBRSWIC shall not,

and to the fullest extent authorized by the Interlocal Agreement shall ensure that each Contracting Community shall not, deliver, or cause or allow to be delivered, any Acceptable Waste over which it has Direct Control to any facility other than the Facility. Further, a Contracting Community shall not and GBRSWIC shall not, and to the fullest extent authorized by the Interlocal Agreement shall ensure that each Contracting Community shall not, enter into any other contract or other arrangement pursuant to which it agrees to deliver, or cause or allow to be delivered, any Acceptable Waste over which it has Direct Control to any facility other than the Facility. No Contracting Community shall have any commitment to deliver any minimum amount of Acceptable Waste. Except as provided in Section 2.02(b) with respect to Excess Waste, Wheelabrator may, but shall not be obligated to, accept Acceptable Waste from any Contracting Community in excess of such Contracting Community's Capacity.

(b) Schedule of Deliveries. GBRSWIC shall, and to the fullest extent authorized by the Interlocal Agreement, shall ensure that each Contracting Community shall, use commercially reasonable efforts to notify Wheelabrator promptly of any problems it expects to occur which would cause deliveries of Acceptable Waste to the Facility to depart from expected deliveries or the historical schedule of deliveries made by such Contracting Community pursuant to this Agreement.

(c) Impact of Recycling Programs. Wheelabrator and GBRSWIC agree that no provision of this Agreement is intended either to discourage or prohibit Recycling.

Section 2.02 Commitment to Accept Acceptable Waste up to GBRWIC Capacity; Excess Waste.

(a) Wheelabrator will accept, and process and/or dispose of, in accordance with the terms hereof, on and after the Contract Date, all Acceptable Waste, up to the GBRSWIC Capacity, delivered to the Facility pursuant to the terms of this Agreement.

(b) If in any Contract Year, the Contracting Communities' total deliveries of Acceptable Waste reach 85% of the GBRSWIC Capacity, Wheelabrator shall provide written notice thereof to GBRSWIC in the monthly statement to be provided pursuant to Section 2.07(d). If any Contracting Community wishes to deliver Acceptable Waste in excess of the GBRSWIC Capacity ("Excess Waste") to the Facility, GBRSWIC shall notify Wheelabrator at least ten (10) days prior to the date such Contracting Community wishes to deliver the Excess Waste. Wheelabrator shall use commercially reasonable efforts to accept and process Excess Waste at the Facility to the extent that the Facility has available capacity including without limitation using commercially reasonable efforts to not accept Spot Waste or other non-GBRSWIC waste that in each case Wheelabrator has the right to not accept without penalty or incurring cost, if the acceptance of such Spot Waste or non-GBRSWIC waste would prevent Wheelabrator from processing such Excess Waste. The per Ton tipping fee for the processing of any Tons of Excess Waste pursuant to this Section 2.02(b) shall be mutually agreed upon by the Parties.

(c) Notwithstanding any contrary provision contained in this Agreement, Wheelabrator shall not be hereby obligated to accept at the Facility from or at the direction of any Contracting Community any Acceptable Waste that originates outside the boundaries of any of the Contracting Communities. GBRSWIC shall deliver to Wheelabrator each year copies of

the reports each Contracting Community submitted or filed with GBRSWIC or the State that list the number of tons of Waste generated within the boundaries of such Contracting Community.

(d) Notwithstanding any contrary provisions contained in this Agreement, Wheelabrator shall not be obligated hereby to accept any Waste which, in its judgment reasonably exercised, would result in the violation of any judicial decision, statute, or governmental rule, regulation, order or requirement, including the Resource Conservation and Recovery Act of 1976, or would adversely affect the operation of the Facility, provided that Wheelabrator shall be obligated to take alternative action consistent with the terms hereof to permit the performance by Wheelabrator of its obligations hereunder in a manner which would avoid any such violation.

Section 2.03 Additional Acceptable Waste. Wheelabrator shall not at any time solicit or accept Acceptable Waste generated within any Contracting Community other than from the Contracting Community or Authorized Hauler of such Contracting Community, except Wheelabrator may accept non–residential Waste generated within a Contracting Community that does not have a "flow control" ordinance applicable to such Waste in effect at such time.

Section 2.04 Alternative Contracts. If Wheelabrator executes an Alternative Contract, then Wheelabrator shall, within ten (10) days after the execution of the Alternative Contract, provide a copy of such Alternative Contract to GBRSWIC, and shall provide an estimate of the reduction in Base Tipping Fee pursuant to Section 3.02(b). If the Alternative Contract includes costs for transportation services, loading or transfer station operations, the tip fee under the Alternative Contract shall be decreased to eliminate such transportation, load and transfer station operations costs.

Section 2.05 Operation of Facility.

(a) Wheelabrator shall operate and maintain the Facility in such manner as to ensure that the Facility is able on a continuous basis to receive and process Acceptable Waste, except as provided in Section 2.10 hereof.

(b) Wheelabrator shall maintain the Facility in good condition, including necessary repairs and replacement, consistent with good solid waste handling and good steam and electrical generating plant practices. Wheelabrator will maintain the safety of the Facility at a level consistent with applicable law and good boiler, engineering and electrical generating plant and good solid waste disposal practices. Wheelabrator shall provide, at its expense, all necessary labor, materials, and equipment for the proper operation and maintenance of the Facility, and shall comply with the insurance requirements set forth on Schedule 2.05(b).

(c) As a condition to Wheelabrator accepting any Acceptable Waste from a Contracting Community, each Contracting Community shall comply, and shall cause all Authorized Haulers delivering Acceptable Waste to the Facility on behalf of a Contracting Community to comply, with (i) the Facility rules set forth on Schedule 2.05(c)(i), and (ii) the insurance requirements set forth on Schedule 2.05(c)(ii). Wheelabrator may modify the Facility rules from time to time upon notice to GBRSWIC and each Contracting Community.

(d) Acceptable Waste delivered by or on behalf of the Contracting Communities shall

only be delivered by Authorized Haulers. Each Authorized Hauler shall execute the Hauler Agreement substantially in the form attached as Schedule 3.

Section 2.06 Receiving and Operating Hours.

(a) Wheelabrator will keep the Facility open for the receiving of Acceptable Waste from 2:00 a.m. until at least 4:00 p.m. Monday through Friday, and from 12:00 a.m. until at least 2:00 p.m. Saturdays, excluding, in each case, Legal Holidays.

(b) Wheelabrator may request and accept the delivery of Acceptable Waste at times other than the normal receiving times at no additional cost to the Contracting Communities. Should Wheelabrator request any such deliveries, Wheelabrator will pay all additional operating costs reasonably incurred by the Contracting Community delivering such Waste as a result of such request by Wheelabrator, upon submission of properly documented invoices.

(c) GBRSWIC may request Wheelabrator to accept deliveries of Acceptable Waste at times other than the normal receiving times upon seven (7) days' prior written notice. If Wheelabrator accepts delivery of Acceptable Waste pursuant to this paragraph (c) at hours other than the normal receiving hours, the delivering Contracting Communities will pay all additional operating costs reasonably incurred by Wheelabrator as a result of such additional hours of operation on a pro-rata basis (based on volumes delivered during such period) with any other persons making deliveries during such hours upon submission of properly documented invoices.

Section 2.07 Weighing Records.

(a) Wheelabrator will operate and maintain motor truck scales at the Facility, calibrated to the accuracy required by the State for public weighing facilities, to weigh all vehicles delivering Acceptable Waste or removing Acceptable Waste or other materials. GBRSWIC shall, and to the fullest extent authorized by the Interlocal Agreement, shall ensure that each Contracting Community shall, cause each Authorized Hauler's vehicle delivering Acceptable Waste pursuant to this Agreement to display a decal with a permit number referencing a permit issued by the Contracting Community authorizing the delivery of Acceptable Waste to the Facility, and other identification (including the name of each Contracting Community or other entity whose Waste is being delivered) and tare weight permanently indicated and conspicuously displayed in a location designated by Wheelabrator. Wheelabrator will not accept the delivery of Acceptable Waste being delivered to the Facility in a vehicle that does not display a decal referencing a valid permit issued by the Contracting Community. Each vehicle delivering Acceptable Waste or removing Acceptable Waste or other materials will be weighed before entering (and, at Wheelabrator's election or when GBRSWIC or a Contracting Community shall reasonably request, after leaving) the Facility, with the time, truck identification and gross weight (for loaded vehicles) or tare weight (for unloaded vehicles) to be entered on a weight record. The scale records will be used as a basis for calculating fees, charges and credits under this Agreement. GBRSWIC or a Contracting Community may, at its own expense, have a representative present at the scales operated by Wheelabrator whenever they are operated in order to verify scale accuracy, vehicle identity and permit validity.

(b) If all weighing facilities at the Facility are incapacitated or otherwise out of

service, then Wheelabrator in consultation with and with the consent of GBRSWIC will estimate in good faith the quantity of Acceptable Waste and other materials delivered on the basis of truck volumes, estimated data obtained through historical information, and contemporaneous data from Transfer Station scales. These estimates will be the basis for records during the scale outage and shall take the place of actual weighing records during the scale outage.

(c) If at any time testing of the weighing facilities indicates that the scales did not meet the accuracy requirements of the State, GBRSWIC and Wheelabrator will negotiate in good faith an adjustment to the scale records actually recorded during or for any period in question. In addition, at the request of GBRSWIC, Wheelabrator, at Wheelabrator's cost and expense, shall cause such scales to be recalibrated to meet the accuracy requirements of the State.

(d) Wheelabrator will maintain daily records of: (1) total Acceptable Waste and OBW tonnage delivered to the Facility; (2) all Acceptable Waste and OBW delivered to the Facility by each Contracting Community; and (3) all Residue, metals and other materials leaving the Facility. Copies of all such records (which shall be in such form, including electronic form, as GBRSWIC or any Contracting Community may reasonably request for the purpose of invoicing the Contracting Communities and others and for statistical purposes) will be provided to GBRSWIC and each Contracting Community within five (5) days after the end of each month, including reasonably detailed monthly summary information as to all Acceptable Waste delivered to the Facility (including the identity of each person delivering such Acceptable Waste), and all Residue and other materials leaving the Facility. Copies of all daily records and weight tickets (or their substantial equivalent) will be maintained electronically by Wheelabrator for a period of at least two (2) years.

Section 2.08 Residue Disposal. Wheelabrator shall cause all Residue to be delivered to a Landfill in a timely manner and at its expense.

Section 2.09 Special Handling Waste.

(a) Contracting Communities are prohibited from delivering or causing to be delivered SHW to the Facility. Nothing in this Agreement is intended, however, to constitute a guarantee by a Contracting Community of the composition of any Waste delivered to the Facility or to make the Contracting Community responsible (except as expressly provided in Section 2.09(c) below) for the results of any delivery of any SHW. GBRSWIC will use its commercially reasonable efforts and to the fullest extent authorized by the Interlocal Agreement, shall ensure that each Contracting Community uses its commercially reasonable efforts, to take all necessary or appropriate action to ensure that no part of the Facility shall become classified as a hazardous or toxic materials storage or processing facility.

(b) Each Contracting Community and Wheelabrator will also use commercially reasonable efforts to, and Wheelabrator may, deny admission to the Facility of any vehicle carrying SHW or other Waste which may leak, spill or allow Waste to be blown or scattered before unloading at any part of the Facility. Wheelabrator will cause any SHW which is discovered in the Facility to be promptly removed and delivered to a disposal site within or outside the State acceptable to Wheelabrator and, if any part of the cost of handling, transporting and disposal of such SHW is to be paid by a Contracting Community pursuant to Section 2.09(c),

acceptable to the Contracting Community.

(c) Any cost incurred by Wheelabrator in handling, transporting or disposing of such SHW shall be the responsibility of the Authorized Hauler delivering such SHW as provided by its Hauler Agreement. If such Authorized Hauler fails to reimburse Wheelabrator for such costs, the Contracting Community which delivered, or on whose behalf there was delivered, any SHW will pay or reimburse Wheelabrator for all fines and penalties incurred by Wheelabrator, and all costs reasonably incurred by Wheelabrator in connection with the handling, transport and disposal of any MSA SHW delivered to the Facility by or on behalf of such Contracting Community and not processed at the Facility.

(d) Title to all Acceptable Waste shall pass to Wheelabrator upon delivery thereof to the tip floor of the Facility. At no time after title passes to Wheelabrator shall title to Acceptable Waste revert back to any Contracting Community or be deemed to reside with GBRSWIC.

Section 2.10 Diversion of Acceptable Waste from Facility.

(a) To the extent Wheelabrator determines that it may be unable to accept Acceptable Waste at the Facility, Wheelabrator may redirect such Acceptable Waste to an Alternative Processing Facility selected by Wheelabrator, provided that if such Alternative Processing Facility is not reasonably available Wheelabrator may redirect such Acceptable Waste to a Landfill that is (i) selected by Wheelabrator and, (ii) if such inability to accept is caused by a Force Majeure Event, consented to by GBRSWIC, which consent shall not be unreasonably withheld or delayed, in any case, at a price mutually acceptable to GBRSWIC and Wheelabrator. GBRSWIC may, in its discretion with notice to Wheelabrator, elect alternate arrangements ("Alternate Arrangements"), for the disposal of Acceptable Waste resulting from, and for the duration of any Force Majeure Event. Any additional costs incurred by Wheelabrator in connection with its redirection of Acceptable Waste not caused by a Force Majeure Event, shall be paid by Wheelabrator, and each Contracting Community shall pay Wheelabrator the Disposal Fees for all Acceptable Waste delivered by such Contracting Community and so diverted, with no adjustments for any such additional costs. For all Acceptable Waste which is redirected from the Facility by Wheelabrator as the result of a Force Majeure Event and with respect to which GBRSWIC has not elected Alternate Arrangements, each Contracting Community shall pay Wheelabrator the Disposal Fees plus the incremental costs, if any, incurred by Wheelabrator in connection with the transportation and disposal of such Contracting Community's diverted Acceptable Waste as demonstrated by Wheelabrator to the reasonable satisfaction of such Contracting Community.

(b) If Wheelabrator determines that continued operation of the Facility is uneconomic for any reason, Wheelabrator shall provide prior written notice to GBRSWIC of its intent to cease operation of the Facility. Upon provision of such notice, Wheelabrator shall thereafter be entitled to direct the Contracting Communities to deliver all Acceptable Waste to an Alternative Processing Facility designated by Wheelabrator. In such circumstances, (i) the Alternative Processing Facility shall be considered to be the "Facility" for all purposes under this Agreement, and (ii) Wheelabrator shall be responsible for any incremental tipping fees above the Disposal Fees, and for any actual reasonable documented incremental cost incurred by any Contracting Community for transportation of the Acceptable Waste to the Alternative Processing Facility.

Notwithstanding the foregoing, if (i) the reason that the continued operation of the Facility is uneconomic is due to a Change in Law that becomes effective during the last five (5) Contract Years of the Term and (ii) the direction of Acceptable Waste to an Alternative Processing Facility is, at the cessation of Facility operations, or thereafter becomes, uneconomic to Wheelabrator, then Wheelabrator may terminate this Agreement upon not less than twelve (12) months' prior notice to GBRSWIC. Prior to exercising any right to terminate this Agreement pursuant to this Section 2.10(b), Wheelabrator shall reasonably demonstrate the basis for its determination that the continued operation of the Facility and/or the Alternative Processing Facility have become uneconomic.

ARTICLE III
PAYMENTS

In consideration for its services and expenditures hereunder, and in addition to any other payments to be made to Wheelabrator under this Agreement (but without duplication), Wheelabrator shall be entitled to receive from each Contracting Community delivering Acceptable Waste under this Agreement, and each Contracting Community shall pay, the disposal fees and other payments determined as set forth in this Article III ("Disposal Fee(s)"). Except as otherwise expressly provided in this Agreement, Wheelabrator shall be solely responsible for the cost of performing its obligations under this Agreement.

Section 3.01 Disposal Fees.

(a) For each Contract Year, the Disposal Fee shall equal the Tipping Fee for that Contract Year multiplied by the number of Tons of Acceptable Waste delivered by or on behalf of a Contracting Community and accepted by Wheelabrator at the Facility or otherwise disposed of by or at the direction of Wheelabrator for that Contract Year plus or minus the net amount of any adjustments applicable to such Contracting Community hereunder ("Disposal Fee Adjustments").

(b) The actual Disposal Fees and Disposal Fee Adjustments shall be calculated each month with an annual settlement in arrears for each Contract Year in connection with the Annual Settlement Statement and settlement adjustments provided for in Section 3.05.

Section 3.02 Tipping Fee.

(a) Base Tipping Fee. Except as otherwise provided herein, each Contracting Community shall pay Wheelabrator a base tipping fee of $59.75 per Ton of Acceptable Waste delivered by or on behalf of such Contracting Community hereunder (the "Base Tipping Fee"), as adjusted pursuant to this Section 3.02(the "Tipping Fee" or "TF")).

(b) Reduction to Base Tipping Fee. The Base Tipping Fee shall be reduced by $1 per Ton for every 25,000 Tons of Qualifying Waste received by the Facility in a Contract Year.

(i) For the purposes of this Section 3.02, "Qualifying Waste" shall mean the aggregate of any Tons of Acceptable Waste delivered by the Contracting Communities in excess of 175,000 Tons per Contract Year and any Tons of Acceptable Waste delivered under any Alternative Contract; provided that (x) any Tons of Acceptable Waste delivered by the

Contracting Communities in excess of the GBRSWIC Capacity shall be excluded from the calculation of Qualifying Waste and (y) Qualifying Waste shall be capped at 125,000 Tons per Contract Year. Acceptable Waste delivered under any Alternative Contract shall be treated as Qualifying Waste until the termination or expiration of such Alternative Contract.

(ii) For example, and solely by way of illustration, prior to any Disposal Fee Adjustments: if the Contracting Communities were to deliver 199,000 Tons of Acceptable Waste in a Contract Year and there were 10,000 Tons delivered under two Alternative Contracts, the Base Tipping Fee payable for all Tons delivered would be $58.75 per Ton ($1 reduction for the 34,000 Tons of Qualifying Waste); if the Contracting Communities were to deliver 265,000 Tons of Acceptable Waste in a Contract Year and there were 40,000 Tons delivered under Alternative Contracts, the Base Tipping Fee payable for all Tons delivered would be $55.75 per Ton ($4 reduction for the 115,000 Tons of Qualifying Waste assuming a GBRSWIC Capacity of 250,000 Tons); and if the Contracting Communities were to deliver 250,000 Tons of Acceptable Waste in a Contract Year and there were 60,000 Tons delivered under Alternative Contracts, the Base Tipping Fee payable for all Tons delivered would be $54.75 per Ton ($5 reduction for the maximum Tons (i.e., 125,000) of Qualifying Waste).

(c) CPI Adjustment. Commencing July 1, 2015, the TF shall be adjusted on July 1st for each Contract Year for the duration of the term of this Agreement in accordance with the following formula:

$$TF = BTF \times \frac{[1 + (.75)\ (CPI_X - CPI_B)]}{CPI_B}$$

BTF = the Tipping Fee described in Section 3.02(a) above, as adjusted pursuant to Section 3.02(b).

Section 3.03 Disposal Fee Adjustments. The Contracting Communities shall pay to Wheelabrator and Wheelabrator shall pay to the Contracting Communities any additional amounts provided in this Section 3.03. Such additional amounts shall be reflected as Disposal Fee Adjustments.

(a) The Disposal Fee shall be adjusted to include the GBRSWIC Fee.

(b) There shall be no Disposal Fee Adjustments as a result of any Change in Law, except to the extent provided in Section 2.10.

Section 3.04 Monthly Statements.

(a) Not more than five (5) days following the end of each calendar month during a Contract Year, Wheelabrator shall provide to GBRSWIC and each Contracting Community a statement for the portion of the Disposal Fees estimated by Wheelabrator to be payable by such Contracting Community for such calendar month. Each such monthly statement shall provide for the payment of (x) the Tipping Fee for such calendar month multiplied by the actual number of Tons of Acceptable Waste delivered to the Facility and accepted by Wheelabrator by on behalf of such Contracting Community during such month, (y) Disposal Fee Adjustments payable by such Contracting Community on a monthly basis, if any, and (z) all amounts payable by Wheelabrator

to such Contracting Community or the Contracting Community to Wheelabrator with respect to such calendar month pursuant to the provisions of this Agreement other than this Article III, and shall set forth such information which reasonably supports the determination by Wheelabrator in good faith of such amounts (subject to year-end adjustments), including, in any event, the number of Tons of Waste delivered to the Facility by such Contracting Community pursuant to this Agreement during such month, distinguishing between Acceptable Waste and OBW, and the number of Tons of Waste so delivered but not accepted by Wheelabrator (setting forth the reasons therefor).

(b) Each Disposal Fee Adjustment that is to be made on a monthly basis shall take effect and be reflected in monthly statements as soon as the estimated amount of such Disposal Fee Adjustment can be calculated pursuant to the applicable provision of this Article III.

(c) Within 30 days after receipt of a statement from Wheelabrator, the Contracting Community shall pay Wheelabrator the net amount due shown on such statement. If any portion of such amount shall not be paid within 45 days after receipt of such statement, Wheelabrator may assess a monthly late fee of 2.5% of any unpaid amount of an invoice accruing from the due date of the invoice or such late fee allowable under applicable law or regulation.

Section 3.05 Annual Settlement; Corrections; Survival.

(a) Within 90 days after the end of each Contract Year, Wheelabrator shall deliver to each Contracting Community and GBRSWIC an Annual Settlement Statement. The Annual Settlement Statement shall show the computation of the Disposal Fees (including all Disposal Fee Adjustments) for such Contract Year and a reconciliation of such amounts and costs so computed with the amounts and costs paid by such Contracting Community pursuant to the monthly statements during such Contract Year, including all adjustments required to reflect any discrepancies between any estimated amounts used in the computation of the Disposal Fee Adjustments provided for in such monthly statements and the actual amounts as determined following such Contract Year.

(b) In the event that the Contracting Community has overpaid Wheelabrator, then Wheelabrator shall within 45 days of delivery of the Annual Settlement Statement refund the overpayment to the Contracting Community. In the event that the Contracting Community has underpaid Wheelabrator, then the Contracting Community within 45 days of receipt of the Annual Settlement Statement shall pay to Wheelabrator the additional amount due.

(c) If, after the delivery of the Annual Settlement Statement for any Contract Year, Wheelabrator or the Contracting Community becomes aware that the Disposal Fees for such Contract Year should be or have been increased or decreased (whether as a result of an error or as a result of the making of a payment or incurrence of a cost after the delivery of such Annual Settlement Statement that would properly be attributed to such Contract Year), (i) the Contracting Community will pay to Wheelabrator an amount equal to the amount by which the Disposal Fees for such Contract Year should be or have been increased, or (ii) Wheelabrator will pay to the Contracting Community an amount equal to the amount by which the Disposal Fees for such Contract Year should be or have been decreased, provided that no correction of the Disposal Fees pursuant to this paragraph shall be made for a Contract Year prior to the next

preceding Contract Year, unless such correction relates to an amount that has been the subject of a dispute between Wheelabrator and the Contracting Community. The party becoming aware that the Disposal Fees should be adjusted shall render to the other party a statement setting forth the amount payable and information which reasonably supports the determination of such amount. Payments by the party receiving such statement shall be made within 45 days after receipt of such statement. Payments by the party delivering such statement shall accompany such statement. All payment obligations of the Contracting Community or Wheelabrator under this Agreement shall survive any expiration or termination of this Agreement.

Section 3.06 GBRSWIC Fee.

The GBRSWIC Fee shall be held by Wheelabrator for the benefit of GBRSWIC, and shall be distributed (in whole or in part) to GBRSWIC within ten (10) business days of any written request from GBRSWIC. Wheelabrator will collect the GBSRWIC Fee throughout the Term, unless directed by GBRSWIC in writing to modify or cease collection, such notice to be provided not less than sixty (60) days in advance of the effective date of any change in the collection of the GBRSWIC Fee. Wheelabrator shall not be required to hold the GBRSWIC Fee in any separately identified account, and may commingle it with Wheelabrator's general funds without interest. Except in the instance of Wheelabrator's gross negligence or willful misconduct in connection with Wheelabrator's performance of its obligations set forth in this Section 3.06, Wheelabrator shall have no liability with respect to the GBRSWIC Fee received under this Agreement.

ARTICLE IV
FURTHER AGREEMENTS

Section 4.01 Wheelabrator Rights to Enforce Municipal Obligations.

(a) Wheelabrator shall have the right (but not the obligation) to enforce the obligations of the Contracting Communities hereunder and under the Interlocal Agreement (the "Municipal Obligations"), if and to the extent GBRSWIC fails to do so and such failure continues for 30 days after written notice thereof from Wheelabrator. GBRSWIC hereby assigns to Wheelabrator full rights to enforce the Municipal Obligations to the extent provided in the preceding sentence and to the extent permitted by law. In the event that Wheelabrator has rights to enforce the Municipal Obligations, it may do so as though it were originally named in the Interlocal Agreement in the place of GBRSWIC; and GBRSWIC hereby names Wheelabrator its attorney-in-fact to enforce the Municipal Obligations to the extent provided herein and shall reasonably cooperate with Wheelabrator in enforcing the Municipal Obligation, including, without limitation, participating in any action or claim as a necessary party.

Section 4.02 Licenses, Approvals and Permits. Wheelabrator will provide and maintain all licenses, approvals and permits necessary for the performance of this Agreement and GBRSWIC will use good faith efforts, at no cost to GBRSWIC, to cooperate as may reasonably be requested by Wheelabrator in connection with the providing and maintaining of such licenses, approvals and permits.

Section 4.03 Corporate Guaranty.

(a) Simultaneous with the execution of this Agreement, Wheelabrator shall provide a guarantee from the Guarantor in the form set forth in Schedule 4.03 hereto (the "Guarantee"). Wheelabrator shall have the right to replace Guarantor with a substitute guarantor under the Guarantee provided it has a tangible net worth of at least $50,000,000, as reasonably demonstrated by the proposed guarantor.

(b) The Guarantor shall at each quarterly reporting period have and maintain a tangible net worth of not less than $50,000,000, as determined by its unaudited balance sheets prepared in accordance with generally accepted accounting principles in the United States of America. In the event Guarantor's net worth falls below $50,000,000 during a quarterly reporting period, it shall have forty-five (45) days to demonstrate that its net worth has returned to $50,000,000. If Guarantor is unable to demonstrate its net worth is at least $50,000,000, Guarantor shall supplement the Guarantee with a letter of credit in the amount of $5,000,000 to secure the obligations of Wheelabrator under this Agreement. For the avoidance of doubt, prior to GBRSWIC drawing on the above-referenced letter of credit, it shall be a requirement that the GBRSWIC has made a demand against the Guarantee and the Guarantor has failed to pay the amount in issue in the time period prescribed therein. If, after the substitution of the Guarantee with a letter of credit, Guarantor can demonstrate that its net worth has returned to at least $50,000,000 for a quarterly reporting period, the GBRSWIC shall return the letter of credit.

Section 4.04. [Reserved]

Section 4.05 Obligations of the Parties.

(a) So long as GBRSWIC and the Contracting Communities are in compliance with their respective Waste delivery and payment obligations under this Agreement, Wheelabrator's obligation under this Agreement, including its obligation to make payments expressly provided for by the terms of this Agreement, shall not be affected by any set-off, counterclaim or recoupment which Wheelabrator may have against GBRSWIC, the Contracting Communities or any other entity for any reason whatsoever.

(b) So long as Wheelabrator is in compliance with its Waste acceptance and payment obligations under this Agreement, GBRSWIC's and the Contracting Communities' obligation under this Agreement, including the obligations to make payments expressly provided for by the terms of this Agreement, shall not be affected by set-off, counterclaim or recoupment which GBRSWIC or the Contracting Communities may have against Wheelabrator or any other entity for any reason whatsoever.

(c) Neither party's nor any of the Contracting Community's obligations under the Agreement shall be affected by any defense (other than the defense of noncompliance with the Waste delivery or acceptance or payment obligations) which such party or the Contracting Communities may have against any party until after the final resolution of any dispute over such defense (provided that such resolution may have retroactive effects).

(d) Each party, and each Contracting Community, waives, to the extent permitted by applicable law, any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel or rescind this Agreement, except

for any such rights conferred upon it by the terms and conditions of this Agreement.

Nothing in this Section 4.05 shall constitute or be asserted to be a waiver by each party of any rights, remedies or defenses available to it under the express terms and conditions of this Agreement.

Section 4.06 Host Community Benefits. Wheelabrator shall be solely responsible for all host community benefits payable to the City of Bridgeport, whether in the form of taxes, impositions, charges, fees, tariffs, in-kind benefits or otherwise.

ARTICLE V
FORCE MAJEURE EVENTS

The performance of either party hereunder and any Contracting Community shall be excused if such party or Contracting Community is reasonably precluded from performance by the occurrence of a Force Majeure Event. Such excuse of performance shall be only to the minimum extent reasonably forced on such party by such event and such party shall continue to perform all other responsibilities hereunder. In addition, Wheelabrator shall be excused, without cost or liability to GBRSWIC or any Contracting Community, for failure or delay in performance of any obligation set forth in this Agreement including its obligation to accept Acceptable Waste at the Facility by reason of a Force Majeure Event; provided, however, that Wheelabrator shall not be excused from its obligations in Section 2.10 by reason of a Force Majeure Event. Such failure or delay shall be excused at any time during which performance is prevented by such Force Majeure Event, and during such period thereafter as may be reasonably necessary for the party to correct the adverse effect of such Force Majeure Event. The provisions of this Article V shall not relieve a party or a Contracting Community affected by a Force Majeure Event from using reasonable efforts to overcome or remove a Force Majeure Event. The party, or GBRSWIC in the case of a Contracting Community relying on a Force Majeure Event shall provide prompt notice of a Force Majeure Event to the other party and shall attempt to remedy with all reasonable dispatch the cause or causes constituting a Force Majeure Event; provided, however, the settlement of strikes, lock-outs, work slowdowns, and other similar industrial or labor actions, or legal actions or administrative proceedings, shall be entirely in the discretion of the party or the Contracting Community relying on a Force Majeure Event and such party or such Contracting Community shall not be required to make settlement of strikes, lockouts, work slow-downs and other similar industrial or labor actions or legal actions or administrative proceedings when such settlement is unfavorable, in the judgment of such party. Without limiting the foregoing provisions of this Article V but to eliminate doubt, and except as otherwise provided in Section 2.10, no Disposal Fee Adjustments shall be made by reason of a Change in Law or other Force Majeure Event, and neither party nor a Contracting Community shall be excused with respect to any accrued payment obligations existing as of the date of any Force Majeure Event, by reason thereof.

ARTICLE VI
MISCELLANEOUS

Section 6.01 Term.

(a) Contract Date. This Agreement will become effective on execution and, subject to the provisions of Section 6.01(b), will expire on June 30, 2024 (the "Term"). On or before the Contract Date, each of the following conditions precedent shall have been complied with to the reasonable satisfaction of, or waived by Wheelabrator, in the case of clauses (i) and (ii), or GBRSWIC in the case of clause (iii).

(i) The Interlocal Agreement shall have been executed by Contracting Communities whose aggregate average generation of Acceptable Waste for the two (2) year period prior to the Contract Date is in excess of 175,000 Tons per year.

(ii) GBRSWIC shall have delivered to Wheelabrator from counsel to each Contracting Community for this purpose a favorable opinion covering the authorization, execution, enforceability and delivery of the Interlocal Agreement by such Contracting Community, addressed to Wheelabrator and satisfactory in substance and form to Wheelabrator

(iii) Wheelabrator shall have delivered to GBRSWIC from counsel to Wheelabrator a favorable opinion covering such matters incident to this Agreement and the transactions contemplated hereby, addressed to GBRSWIC and reasonably satisfactory in substance and form to GBRSWIC.

Each of GBRSWIC and Wheelabrator shall use reasonable efforts to satisfy the conditions precedent of the other party. If the conditions precedent of a party are not satisfied or if a party does not waive its conditions precedent on or before the Contract Date, either party, if it is not in breach of its obligations hereunder, may terminate this Agreement on at least 10 days' written notice to the other party.

(b) Agreement Renewal. Upon mutual agreement, the parties may renew this Agreement for up to two (2), five (5)-year periods (or such other renewal periods as the parties may agree).

Section 6.02 Termination for Breach; Limitation of Liability.

(a) In the event there should occur any material breach or material default in the performance of any covenant or obligation of Wheelabrator hereunder which has not been remedied within 60 days after receipt of notice from GBRSWIC specifying such breach or default, GBRSWIC may, if such breach or default is continuing, terminate this Agreement upon 30 days' notice to Wheelabrator, provided that if such default is not a payment default and can be cured, and Wheelabrator shall have commenced to take appropriate steps to cure such breach or default within a reasonable period of time, the same shall not constitute a breach or default hereunder for so long as Wheelabrator is continuing to take appropriate steps to cure such default or breach.

(b) In the event there should occur any material breach or material default in the performance of any covenant or obligation of GBRSWIC hereunder which has not been remedied within 60 days after receipt of notice from Wheelabrator specifying such breach or default, Wheelabrator may, if such breach or default is continuing, terminate this Agreement upon 30 days' notice to GBRSWIC, provided that if such default is not a payment default and

can be cured, and GBRSWIC shall have commenced to take appropriate steps to cure such breach or default within a reasonable period of time, the same shall not constitute a breach or default hereunder for so long as GBRSWIC is continuing to take appropriate steps to cure such default or breach.

(c) In the event there should occur any material breach or material default in the performance of any covenant or obligation of a Contracting Community hereunder which has not been remedied within 60 days after receipt of notice from Wheelabrator to GBRSWIC and such Contracting Community specifying such breach or default, Wheelabrator may, if such breach or default is continuing, terminate this Agreement solely with respect to such Contracting Community upon 30 days' notice to GBRSWIC and such Contracting Community, provided that if such default is not a payment default and can be cured, and GBRSWIC or the Contracting Community shall have commenced to take appropriate steps to cure such breach or default within a reasonable period of time, the same shall not constitute a breach or default hereunder for so long as GBRSWIC or such Contracting Community is continuing to take appropriate steps to cure such default or breach. If this Agreement is terminated with respect to any defaulting Contracting Community, Wheelabrator and GBRSWIC shall make such adjustments as may be equitably and reasonably required to reflect the current composition of the Contracting Communities.

(d) The rights of termination provided hereunder are not exclusive of and may be exercised without prejudice to any rights provided by law to any party hereunder for any breach or default by any other party, provided that neither party may exercise such right of termination for a default which is not a payment default if damages would provide an adequate remedy. Termination of this Agreement with respect to a Contracting Community shall not relieve the Contracting Community of any liability or damages for failure to perform its obligations during the unexpired term of this Agreement.

(e) In no event shall either party be liable or obligated in any manner to pay special, consequential, punitive, incidental or similar damages on claims arising out of the performance or non-performance by such party of its obligations under this Agreement or the transactions contemplated hereby, or resulting from down-time at the Facility, whether such claims are based upon contract, tort, warranty or some other legal theory, or are asserted directly against the liable party or by third parties against the other party. Each party's obligations hereunder shall be limited to those expressly set out and assumed by such party under this Agreement. Except in the instance of GBRSWIC's own gross negligence or intentional misconduct, the sole remedy for a GBRSWIC default under Section 6.02(b) shall be termination of this Agreement, and Wheelabrator shall have no right to seek monetary damages with respect to such GBRSWIC default.

Section 6.03 Disputes. All disputes, differences, controversies or claims pertaining to or arising out of or relating to this Agreement, or the breach hereof, which the parties (i.e., GBRSWIC and the Contracting Communities, on the one hand, and Wheelabrator or an Affiliate, on the other) are unable to resolve themselves shall be resolved by a court of competent jurisdiction in Connecticut, unless the parties agree to do so by arbitration or mediation. Any arbitration or mediation proceedings shall be held in Hartford, Connecticut. The parties and the Contracting Communities shall continue to perform all of their obligations under this Agreement

during the pendency of any proceeding under this Section.

Section 6.04 Additional Contracting Communities; Withdrawal from or Amendment to the Interlocal Agreement.

(a) GBRSWIC and Wheelabrator agree that, during the Term of this Agreement, additional municipalities may execute the Interlocal Agreement and become Contracting Communities upon prior written notice to Wheelabrator, provided that the GBRSIWC Capacity shall not be increased beyond 250,000 Tons per Contract Year without Wheelabrator's prior written consent.

(b) During the Term, neither GBRSWIC nor any Contracting Community shall consent to any proposed amendment to the Interlocal Agreement which reduces or terminates the obligations of any Contracting Community or GBRSWIC under this Agreement, or which would otherwise have an adverse effect on any of Wheelabrator's rights under this Agreement. GBRSWIC shall provide Wheelbrator with copies of any permitted amendment to the Interlocal Agreement within ten (10) days of the effectiveness of such amendment.

(c) During the Term, a Contracting Community may withdraw from GBRSWIC (the "Withdrawing Community") only if (i) the total Acceptable Waste delivered by all the Contracting Communities other than the Withdrawing Community in each of the two (2) Contract Years preceding the Contract Year in which withdrawal is requested exceeds 175,000 Tons, or (ii) the Interlocal Agreement has been executed by a new Contracting Community (the "Replacement Community") and the average generation of solid waste meeting the definition of Acceptable Waste (if the Replacement Community had been a Contracting Community for such period) of such Replacement Community in the two (2) year period prior to execution the Interlocal Agreement is either (x) equal to or greater than the Withdrawing Community's average deliveries of Acceptable Waste for the same period or (y) together with the total Acceptable Waste delivered by all the Contracting Communities other than the Withdrawing Community in each of the two (2) Contract Years preceding the Contract Year in which withdrawal is requested exceeds 175,000 Tons . No Contracting Community shall approve a proposed withdrawal absent satisfaction of the conditions set forth in this Section 6.02(c).

(d) GBRSWIC shall provide written notice to Wheelabrator of (i) a withdrawal by a Contracting Community pursuant to this Section 6.02, and where applicable, the execution of Interlocal Agreement by the Replacement Community, and evidence reasonably acceptable to Wheelabrator that the tonnage criteria has been satisfied. From and after Wheelabrator's receipt of such documentation, the Withdrawing Community shall be relieved of any further obligations under this Agreement; provided that nothing shall relieve the Withdrawing Community from any obligations or liabilities (e.g., outstanding Disposal Fees) which have been incurred or arisen prior thereto. Except as provided herein, no withdrawal of a Contracting Community from GBRSWIC shall affect such Contracting Community's or GBRSWIC's obligations hereunder.

Section 6.05 Further Assurances. Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement. GBRSWIC shall provide such information, execute such further instruments and documents and take such action as may be reasonably requested by the underwriters, not inconsistent with the provisions of this Agreement and not involving the

assumption of obligations other than those provided for in this Agreement, to permit the offer and sale of bonds or other financing instruments.

Section 6.06 Relationship of the Parties. Except as otherwise explicitly provided herein, no party to this Agreement will have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this Agreement will be deemed to constitute any party a partner, agent or legal representative of any other party or to create any fiduciary relationship between or among the parties.

Section 6.07 Notices. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, as follows:

If to Wheelabrator:

Wheelabrator Bridgeport, L.P.
c/o Wheelabrator Technologies Inc.
4 Liberty Lane West
Hampton, New Hampshire 03842
Attention: General Counsel

If to GBRSWIC:

If to the Contracting Communities, to the addresses and individuals specified on Schedule 1.

Changes in the respective addresses to which such notices may be directed, may be made from time to time by any party by notice to the other parties.

Section 6.08 Assignment; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Wheelabrator and GBRSWIC, together with their respective successors and assigns. This Agreement may not be assigned or encumbered by any party without the consent of the other parties, except that GBRSWIC shall not unreasonably withhold its consent to an assignment by Wheelabrator of its rights and obligations hereunder (a) to another Affiliate; (b) as security for any financing of the Facility; or (c) to a successor-in-interest to Wheelabrator or the Facility.

Section 6.09 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 under this Agreement.

Section 6.10 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State. Wheelabrator agrees to submit to service of process in, and to the jurisdiction of the courts of, the State in connection with any claim or controversy arising out of the interpretation, application or enforcement of this Agreement.

Section 6.11 References and Headings; Schedules. All references herein to Sections, Articles and Schedules are to sections and articles of and schedules to this Agreement. All Schedules are hereby incorporated into and made a part of this Agreement. Section and article headings herein have been inserted for convenience of reference only and will not limit, expand or otherwise affect the construction of this Agreement.

Section 6.12 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument.

Section 6.13 Entire Agreement. This Agreement with its Schedules constitutes the entire agreement among the parties with respect to the operation and maintenance of the Facility and contains all of the terms and conditions thereof, all prior agreements and understandings whether oral or written having been merged herein.

Section 6.14 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

Section 6.15 Representations and Warranties of GBRSWIC. GBRSWIC represents and warrants to Wheelabrator as follows:

(a) GBRSWIC is a public instrumentality and political subdivision of the State duly organized and validly existing under the constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by GBRSWIC and constitutes a legal, valid and binding obligation of GBRSWIC, enforceable against GBRSWIC in accordance with its terms.

(c) Neither the execution nor delivery by GBRSWIC of this Agreement, nor the performance by GBRSWIC of its obligations in connection with the transactions contemplated hereby nor the fulfillment by GBRSWIC of the terms or conditions hereof (i) conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to GBRSWIC, or (ii) conflicts with, violates or results in a breach of any term or condition of any order, judgment or decree or any agreement or instrument to which GBRSWIC is a party or by

which GBRSWIC or any of its properties or assets are bound, or constitutes a default thereunder.

(d) No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority or referendum of voters is required for the valid execution and delivery by GBRSWIC of this Agreement or the performance by GBRSWIC of its payment or other obligations hereunder except such as have been disclosed to Wheelabrator and have been duly obtained or made.

(e) There is no action, suit or proceeding, at law or in equity, before or by any court of governmental authority, or proceeding for referendum or other voters' initiative, pending or, to the best of GBRSWIC's knowledge, threatened against GBRSWIC or its obligations hereunder or under the other transactions contemplated hereby, or which in any way questions the validity, legality or enforceability of this Agreement, or any other agreement or instrument entered into by GBRSWIC in connection with the transactions contemplated hereby, or would materially adversely affect the ability of GBRSWIC to perform its obligations hereunder, except such as have previously been disclosed to Wheelabrator in writing.

Section 6.16 Representations and Warranties of Wheelabrator. Wheelabrator represents and warrants to GBRSWIC as follows:

(a) It is duly organized and validly existing under the laws of the state of its jurisdiction or organization, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms. The execution, delivery and performance of this Agreement by Wheelabrator have been duly authorized by Wheelabrator

(c) Neither the execution nor delivery by it of this Agreement, nor the performance by it of its obligation in connection with the transactions contemplated hereby or the fulfillment by it of the terms or conditions hereof (i) conflicts with, violates or results in a breach of any constitution, law, or governmental regulation applicable to it, or (ii) conflicts with, violates, or results in a breach of any term or condition of any order, judgment or decree, or any agreement or instrument, to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder.

(d) No approval, authorization, order or consent of, or declaration, registration or filing with any governmental authority is required for the valid execution and delivery of this Agreement by it, except such as have been duly obtained or made.

(e) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority pending or, to the best of its knowledge, threatened against it, which might materially adversely affect the performance by it of its obligations hereunder or under the transactions contemplated hereby, or which, in any way, questions the validity, legality or enforceability of this Agreement, or any other agreement or instrument entered into by it in connection with the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the date and year first above written.

WHEELABRATOR BRIDGEPORT, L.P.

By: Wheelabrator Ridge Energy Inc.

By: _____

Name: ~~Michael F. O'Friel~~ Vincent Langone

Title: ~~Vice President~~ Authorized Officer

GREATER BRIDGEPORT REGIONAL
SOLID WASTE INTERLOCAL COMMITTEE

By: _____

Name: Michael Fetveau

Title: Its Chairman

Schedule 1

Contracting Communities

(a) City of Bridgeport

The City of Bridgeport
City Hall
Room 204
45 Lyon Terrace
Bridgeport, Connecticut 06004
Attention: Mayor

(b) City of Milford

The City of Milford
City Hall
Milford, Connecticut 06460
Attention: Mayor

(c) Town of Bethany

The Town of Bethany
Town Hall
40 Peck Rd.
Bethany, Connecticut 06524
Attention: First Selectman

(d) Town of Easton

The Town of Easton
Town Hall
225 Center Road
Easton, Connecticut 06612
Attention: First Selectman

(e) Town of Fairfield

The Town of Fairfield
Town Hall
611 Old Post Road
Fairfield, Connecticut 06430
Attention: First Selectman

(f) Town of Monroe

The Town of Monroe
Town Hall
7 Fan Hill Road
Monroe, Connecticut 06468
Attention: Town Manager/First Selectman

(g) Town of Trumbull

The Town of Trumbull
Town Hall
5866 Main Street
Trumbull, Connecticut 06611
Attention: First Selectman

(h) Town of Westport

The Town of Westport
Town Hall
110 Myrtle Avenue
Westport, Connecticut 06880
Attention: First Selectman

(i) Town of Woodbridge

The Town of Woodbridge
Town Hall
11 Meetinghouse Lane
Woodbridge, Connecticut 06525
Attention: First Selectman

Schedule 2

Interlocal Agreement

EXECUTION COPY

GREATER BRIDGEPORT REGIONAL SOLID WASTE INTERLOCAL AGREEMENT

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Greater Bridgeport Regional Solid Waste
Interlocal Agreement

THIS AGREEMENT, dated as of January 1, 2014, is by and among the Municipalities signatory to this Agreement ("Municipalities").

1. PURPOSE. The purpose of this Agreement is to create the Greater Bridgeport Regional Solid Waste Interlocal Committee (the "Committee") as the body to deal with all matters affecting the Municipalities in connection with the delivery of municipal solid waste to one or more resources recovery facilities with which the Committee contracts (each, a "Facility"), and the purchase of electric power if the terms of such delivery include the supply of electric power.

2. COMMITTEE MEMBERSHIP. (a) Each of the following Municipalities which has ratified this Agreement pursuant to Section 7-339c of the General Statutes of Connecticut shall be a member of the Committee:

Town of Bethany
City of Bridgeport
Town of Easton
Town of Fairfield
City of Milford
Town of Monroe
Town of Trumbull
Town of Westport
Town of Woodbridge

(b) If an additional municipality is contractually entitled or obligated to deliver municipal solid waste to the Facility through the Committee and ratifies this Agreement pursuant to C.G.S. Section 7-339c, it shall become a member of the Committee with all rights and obligations of a member pursuant to this Agreement; provided that the Committee consents to such municipality becoming a member of the Committee by a majority vote.

3. DURATION OF AGREEMENT. The Agreement shall be in effect from its effective date until June 30, 2034, unless at any time there are not two Municipalities continuing to be members, in which event it shall automatically terminate.

4. EFFECTIVE DATE. The effective date of this Agreement shall be June 27, 2014.

5. ESTABLISHMENT OF GREATER BRIDGEPORT REGIONAL SOLID WASTE INTERLOCAL COMMITTEE. The "Greater Bridgeport Regional Solid Waste Committee" is hereby established, as authorized by Sections 7-339a and 22a-221(c) of the General Statutes of Connecticut. The Committee shall be an operating committee constituting a public instrumentality and political subdivision of the State of Connecticut.

6. ORGANIZATION OF THE COMMITTEE. Within sixty days of the effective date of this Agreement, the representatives to the Committee designated by the member Municipalities shall meet and organize and select from among the designated representatives a Chairman, Vice Chairman, Secretary, Treasurer, and such other officers as the representatives deem appropriate. The initial term of office shall expire at 12:00 a.m. (Midnight) on December 31, 2014. New officers shall be elected annually at the last regularly scheduled meeting of the Committee in any calendar year and each term of office shall commence at 12:01 a.m. on the first day of January each year. In the absence or incapacity of the Chairman, the Vice Chairman shall be vested with all powers of the Chairman.

7. POWERS AND RESPONSIBILITIES OF COMMITTEE. (a) The Committee is authorized to negotiate, execute and deliver one or more contracts for the delivery of municipal solid waste to a Facility, each between the Committee on the one hand and the operator of the Facility on the other hand (a "Disposal Agreement"), as it shall determine in its discretion to be

in the best interests of the Municipalities as a whole. Each Disposal Agreement shall be for a term the Committee shall determine, but shall not extend beyond the term of this Agreement. The Committee is authorized to obligate each Municipality to deliver municipal solid waste to a Facility pursuant to a Disposal Agreement, which obligation may be in the form of a commitment of a Municipality to deliver all municipal solid waste under its control, but the Committee may not obligate any Municipality to deliver a specific minimum tonnage of municipal solid waste without the consent of the Municipality. The Committee is authorized to determine, by resolution or in the Disposal Agreement, the consequences to each Municipality of any default in the performance of any delivery commitment made by the Committee or on behalf of any Municipality. The Committee shall be responsible for representing the interests of the Municipalities in all matters relating to the delivery of municipal solid waste to the Facility, and shall be the authorized representative of each Municipality for purposes of any Disposal Agreement including, without limitation, all matters stated therein to be determined by the Committee. Any such contract may provide for:

(i) Arrangements for the billing and payment of tipping fees directly between the operators of the Facility and a Municipality and the assignment to such Facility operator of the Committee's full rights to enforce a Municipality's obligations under this Agreement as though it were originally named as a party hereto in place of the Committee, naming the Facility operator as its attorney-in-fact to enforce such obligations, and arrangements for cooperating with the operator of a Facility in enforcing such obligations, including without limitation, participating in any action or claim as a necessary party;

(ii) Arrangements for the delivery of electric power by the Facility to the Municipality, and billing and payment of electric power purchase payments directly between the operators of the Facility and a Municipality, or payment in the form of a credit against tipping fees, provided that the Committee shall not commit a Municipality for the delivery of electric power if such commitment shall be in violation of any existing electric power purchase agreement by the Municipality of which the Committee has been given written notice; and/or

(iii) Billing of an aggregate administrative cost (whether or not in the form of a per ton charge) authorized and approved by the Committee, to a Municipality and

payable to the Committee, or to the operators of the Facility for further credit to the Municipality.

(b) Each Municipality agrees to be bound by and obligated by the decisions and actions of the Committee made or taken pursuant to and within the powers and authority granted to it by this Agreement. Each Municipality agrees that its obligations under, and the Committee's obligations on behalf of the Municipality under any Disposal Agreement shall be binding on each Municipality for the full term thereof. Pursuant to C.G.S. Section 22a-221(b), for the full term of any Disposal Agreement, each Municipality shall annually appropriate funds to pay its obligations hereunder and thereunder.

(c) The Committee shall analyze all reports, communications and other data received by it and advise member Municipalities and make recommendations as appropriate. The Committee shall inquire and investigate any matter deemed by it to justify such action and shall keep member Municipalities advised of all developments. The Committee shall prepare and distribute to the member Municipalities an annual report of its activities and recommendations and such additional reports as deemed appropriate.

(d) The Committee shall have the following additional powers:

(i) to retain by contract or employ counsel, auditors, private consultants and advisers;

(ii) to conduct such hearings, examinations and investigations as may be necessary and appropriate to the conduct of its operations and the fulfillment of its responsibilities;

(iii) to examine alternatives to disposal of municipal solid waste at the Facility, including alternatives to renewal of contractual arrangements with respect to the Facility; and

(iv) to otherwise do all things necessary or desirable in connection with the performance of its duties, the conduct of its operations, and its relationships with the Municipalities and the Facility.

8. REGULAR, SPECIAL AND EMERGENCY MEETINGS. (a) The Committee shall hold regular quarterly meetings, or more frequent regular meetings, at such times and places as determined by the Committee. In the event the Chairman of the Committee determines that it is not necessary to hold a regular meeting, he/she may cancel such meeting by giving written or telephone notice of such cancellation at least 24 hours prior to the time of the meeting.

(b) The Chairman of the Committee may call a special or emergency meeting as he/she determines appropriate, giving, in each instance, as much advance notice as circumstances permit. The Chairman or Secretary of the Committee shall promptly call a special or emergency meeting upon the request of representatives from three or more member Municipalities.

(c) The Committee shall conduct its affairs in compliance with the Freedom of Information Act. All meetings of the Committee shall be conducted in accordance with Robert's Rules of Order, except as otherwise provided herein.

9. VOTING, QUORUM. (a) Each member Municipality shall be entitled to one representative on the Committee. Such representatives shall be the chief elected official of such member Municipality or his or her designated alternate. Representatives to the Committee shall

serve without compensation. In voting upon all matters coming before the Committee, the vote of each representative shall be accorded a weight, determined as follows:

(i) The number derived by dividing 100 by the number of Municipalities, plus

(ii) The quotient derived by dividing the tonnage of municipal solid waste delivered by or on behalf of the Municipality from which the representative is appointed for the prior fiscal year (dividend) by the total tonnage of municipal solid waste delivered by or on behalf of all Municipalities for the prior fiscal year (divisor), multiplied by 100; and

(iii) Dividing the sum of (i) and (ii) by two.

(iv) The resulting number shall be rounded to the nearest whole number.

(v) The weighted vote shall be determined and announced by the Chairman of the Committee as of the first meeting of the Committee after the end of a fiscal year, prior to the conduct of any other business of the Committee.

(b) A quorum for conducting business at any meeting of the Committee shall consist of the presence of representatives collectively holding a majority of the total weighted vote.

(c) Unless otherwise specifically provided herein, all matters shall be decided by a majority vote of the total weighted vote of the representatives present. Should the Committee become involved in any dispute or controversy requiring resolution by a third party, the Committee shall give priority to the use of Alternative Dispute Resolution means in resolving such dispute or controversy.

10. BUDGET; PAYMENT OF EXPENSES. The Committee shall prepare a proposed annual expense budget and shall distribute it to the Municipalities for comments at least 60 days prior to the Committee voting to adopt a budget. When a budget is adopted by the Committee, such budget shall be binding upon the Municipalities. If the means by which revenues to meet such annual expense budget are collected are not provided for under the terms of any Disposal

Agreement, the Committee shall also approve a method by which each Municipality shall be bear a portion of such budget, which method shall be reasonably designed so that each Municipality bears a ratable portion of such budget based on tonnage of municipal solid waste delivered by or on behalf of such Municipality for the current or most recently completed fiscal year. If the Committee shall be required to be a necessary party to any action to enforce a Municipality's obligations under any Disposal Agreement, the Committee may assess against and collect from the Municipality against which such enforcement is sought the reasonable costs and expenses (including the reasonable fees and expenses of counsel) of its participation.

11. AMENDMENT; WITHDRAWAL. The Agreement may be amended by vote of the legislative bodies of two-thirds of the member Municipalities, provided that this Agreement shall not be amended in any way which reduces or terminates the obligations of any Municipality or the Committee under any Disposal Agreement without the prior written consent of any counterparty to a Disposal Agreement.

A member Municipality may withdraw from the Committee as of right at the end of the current term (not including any unexercised options to extend such term) of this Agreement, provided such Municipality gives notice to the Committee at least six months prior to the date of withdrawal.

In addition, a member Municipality may request permission from the Committee to withdraw from the Committee at any time, but any such withdrawal shall be subject to approval by a majority of the total weighted vote of the Municipalities, which approval shall only be granted if it shall not be in breach of any Disposal Agreement then in effect. Subject to the terms of this Section 11, the approval of a request to withdraw shall not be unreasonably withheld, but

such approval may be conditioned by the Committee in the Committee's discretion as to time, breakage costs, damages or other matters, and on such withdrawal not being in breach of any Disposal Agreement then in effect.

12. MISCELLANEOUS

12.1 Binding Effect of Agreement. This Agreement shall inure to the benefit of and shall be binding upon each of the Municipalities and their respective successors and assigns.

12.2 Entire Agreement. The provisions of this Agreement shall constitute the entire agreement among the Municipalities with reference to their obligations to each other relating to the Facility.

12.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

12.4 Relationship of the Parties. Except as otherwise explicitly provided herein, nothing in this Agreement shall be deemed to constitute any party hereto a partner, agent, or legal representative of any other party thereto or to create any fiduciary relationship between or among such parties.

12.5 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, to each representative as follows:

To the Town of Bethany, Connecticut:

The Town of Bethany
Town Hall
40 Peck Rd.
Bethany, Connecticut 06524
Attention: First Selectman

To the City of Bridgeport, Connecticut:

The City of Bridgeport
City Hall
Room 204
45 Lyon Terrace
Bridgeport, Connecticut 06004
Attention: Mayor

To the Town of Easton, Connecticut:

The Town of Easton
Town Hall
225 Center Road
Easton, Connecticut 06612
Attention: First Selectman

To the Town of Fairfield, Connecticut:

The Town of Fairfield
Town Hall
611 Old Post Road
Fairfield, Connecticut 06430
Attention: First Selectman

To the City of Milford, Connecticut:

The City of Milford
City Hall
Milford, Connecticut 06460
Attention: Mayor

To the Town of Monroe, Connecticut:

The Town of Monroe
Town Hall
7 Fan Hill Road
Monroe, Connecticut 06468

Attention: Town Manager/First Selectman

To the Town of Trumbull, Connecticut:

The Town of Trumbull
Town Hall
5866 Main Street
Trumbull, Connecticut 06611
Attention: First Selectman

To the Town of Westport, Connecticut:

The Town of Westport
Town Hall
110 Myrtle Avenue
Westport, Connecticut 06880
Attention: First Selectman

To the Town of Woodbridge, Connecticut:

The Town of Woodbridge
Town Hall
11 Meetinghouse Lane
Woodbridge, Connecticut 06525
Attention: First Selectman

Notices to the Committee shall be given to the notice of the Municipality whose representative is serving as Chairman at the time of giving of the notice.

12.6 Law Governing Construction of Agreement. The law of the State of Connecticut applicable to contracts made and to be performed in such State shall govern the construction of this Agreement.

This Agreement has been approved by the vote of the legislative body of each of the following towns and cities:

Date of Approval By Legislative Body:	Town or City
_____	TOWN OF BETHANY By: _____ Its:
_____	CITY OF BRIDGEPORT By: _____ Its:
_____	TOWN OF EASTON By: _____ Its:
_____	TOWN OF FAIRFIELD By: _____ Its:
_____	CITY OF MILFORD By: _____ Its:
_____	TOWN OF MONROE By: _____ Its:
_____	TOWN OF TRUMBULL By: _____ Its:
_____	TOWN OF WESTPORT By: _____ Its:

_____

TOWN OF WOODBRIDGE

By: _____

Its:

Schedule 2.05(b)

WHEELABRATOR INSURANCE REQUIREMENTS

At all times during the term of this Agreement, Wheelabrator shall, at its sole cost and expense, procure and maintain for the duration of this Agreement, and any extension thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder performed by Wheelabrator, its agents, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. All Risk Property Insurance, including Boiler & Machinery.

2. Commercial General Liability insurance as specified by Insurance Services Office (occurrence, CG 0001).

3. Automobile Liability insurance as specified by Insurance Services Office, form number CA 0001, Symbol 1 (any auto) and with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" as defined in exclusion 11 of the commercial auto policy are identified.

4. Workers Compensation insurance as required by the state in which work is being done and Employers Liability insurance.

5. Pollution legal liability insurance.

Minimum Limits of Insurance

Wheelabrator shall maintain limits no less than:

1. All Risk Property Insurance, including Boiler & Machinery, including personal property, business interruption and extra expense in amounts customarily provided on facilities similar in size, nature and operation to the Facility, difference in conditions coverage, including, to the extent each is available on commercially reasonable terms, earthquake, flood in amounts customarily provided on facilities similar in size, nature and operation to the Facility, as the case may be, with appropriate sublimits for flood and earthquake.

2. General Liability: $10,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or another equivalent coverage form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Facility or the general aggregate limit shall be twice the required occurrence limit.

3. Automobile Liability: $5,000,000 per accident for bodily injury and property damage.

4. Workers' compensation: Statutory limits.

5. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

6. Pollution legal liability: $10,000,000.

Deductibles and Self-insured Retentions

Policies of insurance will contain deductibles reasonably obtainable and similar to those provided under policies insuring other facilities of Wheelabrator or its Affiliates which are similar in size, nature and operation to the Facility. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Wheelabrator shall pay such deductible.

Other Insurance Provisions

All policies are to contain, or be endorsed to contain, the following provisions:

1. The GBRSWIC, its subsidiaries, officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Wheelabrator; products and completed operations of Wheelabrator; premises owned, occupied or used by Wheelabrator, or automobiles owned, leased, hired or borrowed by Wheelabrator. The coverage shall contain no special limitations on the scope of protection afforded to the GBRSWIC, its subsidiaries, officials and employees. The policies shall also include a standard severability of interest clause and hold the GBRSWIC free and harmless from all subrogation rights of any insurer.

2. For any claims related to this project, Wheelabrator's insurance coverage shall be primary insurance as respects the GBRSWIC, its subsidiaries, officials and employees. No contributions are permitted from any insurance or self-insurance maintained by the GBRSWIC, its subsidiaries, officials and employees.

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

4. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to GBRSWIC.

5. If any of the aforementioned insurance policies are written on a claims-made basis, Wheelabrator warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time the work under this contract is completed.

Acceptability of Insurance

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-VII, unless otherwise approved by GBRSWIC.

Verification of Coverage

Wheelabrator shall furnish GBRSWIC with a certificate, together with an Additional Insured endorsement, reflecting the coverage required by this specification. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by GBRSWIC before the Contract Date. As an alternative to GBRSWIC receiving certificates of insurance, Wheelabrator's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications prior to the Contract Date.

Schedule 2.05(c)(i)

Facility Safety Rules and Regulations

Wheelabrator Technologies Inc. A Waste Management Company	Tipping Floor Rules and Procedures for Haulers and Drivers

Each Hauler and Driver must follow the signs posted at each facility. Signs are posted at the scale house and the entrance to the Tipping Building. When in doubt of what to do, always ask the Loader Operator for assistance.

The following are tipping floor/receiving area standards:

- Do not enter the Tipping Building without receiving directions from the Loader Operator.
- While on-site, always obey all signs, signals and instructions from the Loader Operator.
- Be aware of other vehicles around you and drive slowly.
- The person exiting the delivery vehicle shall always wear the required personal protective equipment (PPE) listed below:
    - Hard hat;
    - Sturdy work shoes; (recommended puncture resistant safety toe shoe)
    - Eye protection; and
    - High-visibility vest (ANSI Class II otherwise listed as REFLECTIVE).
- All delivery vehicle occupants must remain in their vehicles when entry and exit ramps to the tipping floor are higher than 4ft above a lower level and the sides or edges of the ramp are not protected by use of an OSHA-compliant guardrail system.
- Dump your load no closer than 15 feet from the pit edge unless specified by the Loader Operator due to a potential fall hazard.
- Not more than one person per waste delivery vehicle may exit a vehicle on the Tipping Floor. All other vehicle occupants must remain in the vehicle.
- The riding of a person on the outside of delivery vehicle is prohibited.
- The person exiting the vehicle must stay within 6 feet of their vehicle when in the Tipping Building.
- Vehicles are not to be left unattended.
- The person exiting the vehicle shall stay at least 15 feet away from the pit opening.
- After tipping their load, delivery vehicles shall pull away from the pit to a clear, safe area as directed within the Tipping Building to close the vehicle doors.
- Any violation of these rules by a waste delivery vehicle driver or occupant will be reported to the hauling company's district office, the plant manager and facility OHS manager.
- Smoking is not permitted in the Tipping Building and is only permitted in posted areas.
- Scavenging is prohibited at all times.
- Cell phone use is prohibited while driving vehicles or operating the controls of equipment or vehicles.

Failure to comply with these rules will subject the delivery vehicle occupants and their company to being banned from the facility.

Schedule 2.05(c)(ii)

AUTHORIZED HAULER INSURANCE REQUIREMENTS

During the term of this Agreement, each Contracting Community delivering waste directly to the Facility shall keep in force, and shall cause all Authorized Haulers to keep in force, the following minimum insurance coverages on an occurrence basis with insurance companies rated "A-" or better by A.M. Best rating service, or, with respect to the Contracting Communities only, on a self-insured basis:

Coverages	Limits of Liability	
Commercial General Liability Insurance, including contractual and products/completed operations	Per Occurrence General Aggregate	$1,000,000 $2,000,000
Commercial Automobile Liability Insurance, including non-owned and hired and owned vehicle coverage	For bodily injury and property damage Per Occurrence	$1,000,000
Workers' Compensation Insurance Employers' Liability Insurance	Statutory Per Occurrence	$1,000,000
Commercial Excess Umbrella	Per Occurrence	$4,000,000

The commercial general liability insurance shall be specifically endorsed to provide coverage for the contractual liability accepted by each Authorized Hauler in this Agreement.

Prior to the Contract Date, GBRSWIC shall and shall require each Contracting Community to furnish to Wheelabrator certificates of insurance or other evidence satisfactory to Wheelabrator to the effect that such insurance has been procured and is in force. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, GBRSWIC will and will require each Contracting Community to furnish or cause to be furnished to Wheelabrator certificates of insurance, in accordance with the terms hereof, evidencing the renewal of such insurance for a period equal to at least the earlier of (a) the expiration of the term of this Agreement and (b) one year from the date of expiration of the then current insurance policies.

The insurance policies required herein for (i) contractor haulers of each Contracting Community or, (ii) if each Contracting Community delivers municipal solid waste directly to the Facility, each Contracting Community shall be endorsed with, and the certificates of insurance shall contain, the following language:

> "Wheelabrator Bridgeport L.P. and its affiliates are named as an additional insured with respect to the commercial general, excess umbrella, and automobile liability policies set forth herein. A waiver of the underwriter's rights of subrogation applies in favor of the Wheelabrator Bridgeport L.P. and its affiliates as their interest may appear with respect to all policies described herein."

Schedule 3

Form of Hauler Agreement

HAULER AGREEMENT

THIS AGREEMENT, dated as of [_____], by and between Wheelabrator Bridgeport, L.P., a Delaware limited partnership ("Company"), and [*Name of Hauler,*] a [*State of Organization*] [*Type of Entity*] ("Hauler"), pursuant to which Hauler may deliver Acceptable Waste (as defined herein) to Company's resource recovery facility located at 6 Howard Avenue, Bridgeport, Connecticut (the "Facility"), in accordance with the following terms and conditions:

1. **Delivery of Acceptable Waste**. Hauler shall only deliver Acceptable Waste to the Facility subject to the terms and conditions herein. For purposes of this Agreement, Acceptable Waste means all "Acceptable Waste" as defined under that certain Solid Waste Disposal Agreement dated [June __, 2014] (the "Disposal Agreement") between Company and the Greater Bridgeport Regional Solid Waste Interlocal Committee (the "GBRSWIC").

2. **Manner of Delivery.**

(a) Hauler shall deliver Acceptable Waste in a clean, orderly, and safe manner during scheduled delivery days and hours and in such manner that the Acceptable Waste will not be spilled or blown on the Facility site, or onto any adjacent roadways. Should any waste be so spilled or blown, Hauler shall promptly, at its sole cost and expense, collect and remove such spilled or blown waste and, if Hauler fails to do so, Hauler shall be liable to Company for all costs of such clean-up by Company. Company may inspect the contents of any vehicle delivering waste to the Facility and may require Hauler, if it delivers to the Facility Special Handing Waste (as defined herein) or Hazardous Waste (as defined herein) to separate all Special Handing Waste or Hazardous Waste from Acceptable Waste. If such separation is impractical, Company may refuse the entire load. Hauler agrees to adhere to Company safety rules and regulations at all times while on the Facility premises as specified in Attachment A attached and made a part hereto and shall cause the Hauler's Safety Declaration Form in the form attached hereto as Attachment A-1 to be executed by its authorized representative prior to delivering any Acceptable Waste to the Facility.

(b) For purposes of this Agreement "Special Handing Waste "" and "Hazardous Waste" means any "Special Handing Waste" or "Hazardous Waste" as defined under the Disposal Agreement.

3. **Removal of Waste.** Hauler shall immediately and without delay remove from the Facility at its sole cost and expense and in compliance with all applicable laws any Special Handing Waste rejected by Company. Hauler shall, in the event Company is required to segregate such waste, remove it from the Facility, and dispose of such waste, pay Company upon demand for any costs and expenses incurred by Company for such segregation, removal, and disposal.

4. Facility Access. Company shall have the right to designate certain routes on roads leading to the Facility to be used by Hauler to deliver Acceptable Waste to the Facility. Hauler agrees to utilize only those designated routes that Company determines to constitute reasonable direct access to the Facility. Company will take whatever action is necessary to ensure compliance with the above directives, including, without limitation, barring the offending truck from the Facility or termination of this Agreement.

5. Delivery Vehicles. Hauler shall cause all vehicles used for deliveries of Acceptable Waste to the Facility to be self-emptying, in safe and clean condition, in good repair, and in compliance with all applicable requirements of the Department of Transportation. At Company's discretion, Hauler shall use only vehicles with the capability of dumping directly into the Facility's refuse pit.

6. Weighing Procedures. Company may utilize and maintain motor truck scales to weigh all vehicles delivering Acceptable Waste to the Facility. Waste vehicles delivering Acceptable Waste to the Facility shall have the name of Hauler and truck number permanently indicated and conspicuously displayed in a location approved by Company. Each incoming waste vehicle shall be weighed, indicating gross weight, time, Hauler, and truck identification number on a weight record. Each vehicle will also be weighed after unloading or a tare weight will be used at the sole discretion of Company.

7. Refusal of Delivery. Company shall have the right, in its sole discretion, to refuse deliveries of waste not being delivered in accordance with the Disposal Agreement.

8. Term. Provided Hauler is not in breach of this Agreement, Hauler may deliver Acceptable Waste to the Facility if Hauler is delivering such Acceptable Waste on behalf of a Contracting Community (as defined in the Disposal Agreement). Company may terminate this Agreement if Hauler is in breach of this Agreement or if Hauler is no longer delivering Acceptable Waste on behalf of a Contracting Community.

9. Indemnity. Hauler hereby agrees, to the maximum extent allowable by law, to indemnify, hold harmless and defend Company, its affiliates, and their respective members, directors, employees, officers and agents, from and against any and all damages, penalties, costs, claims, demands, suits, causes of action and expenses (including attorneys' fees) which may be imposed upon or incurred by Company as a result of (a) personal injury (including death) or property damage to any party, including to the person or property of employees of Hauler or Company, arising out of, resulting from or in any way connected with Hauler's use of the Facility or entrance upon the Facility premises, including those arising out of any negligent or willful act or omissions of Hauler or its employees, agents or contractors; provided, however, the obligations of this section shall not extend to any such matters arising from the sole negligence of Company; (b) breach or violation by Hauler of any of its obligations, covenants, or undertakings herein; (c) breach or violation by Hauler of any federal, state, or local

environmental laws or regulations in the performance of its obligations under this Agreement; or (d) any act or omission of Hauler under this Agreement that may result in any liability for Company under any federal, state, or local environmental laws or regulations, including, without limitation, any liability arising from the federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any similar state laws. The obligations in Section 9 hereof shall survive the termination or expiration of this Agreement

10. **Insurance.** Hauler shall at all times during this Agreement maintain in full force and effect the insurance coverages set forth in Attachment B which is attached and made a part hereof, and all other insurance as may be required by applicable state law. Hauler agrees to comply with all terms and conditions set forth on Attachment B.

11. **Applicable Law.** The law of the state of Connecticcut shall govern the validity, interpretation, construction, and performance of these terms and conditions.

12. **Compliance with Laws.** Hauler shall comply with all federal, state and local regulations and administrative positions. Hauler has, and will renew, all permits, licenses or permissions of governmental authorities necessary in connection with the performance of its obligations hereunder.

13. **Assignment.** Hauler shall not assign this Agreement or any rights hereunder without written notice to and the consent of Company. Any purported assignment by Hauler contrary to this provision shall be null and void.

14. **Entire Agreement.** This Agreement supersedes all earlier letters, conversations, purchase orders, proposals, memorandums, and other written and oral communications with respect to the subject matter hereof as of the date hereof, and it contains all the terms agreed on by the parties, and no changes in, additions to, or subtractions from, this Agreement will be binding on the parties unless in writing and signed by Hauler and Company.

15. **Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be effected thereby.

16. **Notices.** All notices hereunder shall be in writing with notice deemed to be given upon receipt, addressed as follows:

If to Hauler: [Name of Hauler]
[Address]
[Address]
Attn: [_____]

If to Company: Wheelabrator Bridgeporrt, L.P.
6 Howard Avenue
Bridgeport, CT 06605
Attn: Controller

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice to the other party. Notice given otherwise than by mailing shall be effective when received.

WITNESS the execution hereof as an instrument under seal as of the date first above written.

Wheelabrator Bridgeport, L.P.

By:_____
[Name]
[Title]

[HAULER]

By:_____
[Name]
[Title]

ATTACHMENT A

[Company Safety Rules and Regulations]

ATTACHMENT A-1

[Hauler Safety Declaration]

ATTACHMENT B

[HAULER INSURANCE REQUIREMENTS]

During the term of this Agreement, each Hauler shall keep in force, the following minimum insurance coverages on an occurrence basis with insurance companies rated "A-" or better by A.M. Best rating service:

Coverages	Limits of Liability	
Commercial General Liability Insurance, including contractual and products/completed operations	Per Occurrence General Aggregate	$1,000,000 $2,000,000
Commercial Automobile Liability Insurance, including non-owned and hired and owned vehicle coverage	For bodily injury and property damage Per Occurrence	$1,000,000
Workers' Compensation Insurance	Statutory	
Employers' Liability Insurance	Per Occurrence	$1,000,000
Commercial Excess Umbrella	Per Occurrence	$4,000,000

The commercial general liability insurance shall be specifically endorsed to provide coverage for the contractual liability accepted by each Authorized Hauler in this Agreement.

Prior to the initial delivery of Acceptable Waste pursuant to this Agreement, Hauler shall furnish to Company certificates of insurance or other evidence satisfactory to Company to the effect that such insurance has been procured and is in force. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, Hauler will furnish or cause to be furnished to Company certificates of insurance, in accordance with the terms hereof, evidencing the renewal of such insurance for a period equal to at least the earlier of (a) the expiration of the term of this Agreement and (b) one year from the date of expiration of the then current insurance policies.

The insurance policies required herein shall be endorsed with, and the certificates of insurance shall contain, the following language:

"Wheelabrator Bridgeport L.P. and its affiliates, the Greater Bridgeport Regional Solid Waste Inerlocal Committee and [*Contracting Community for which Hauler is providing services*] are named as an additional insured with respect to the commercial general, excess umbrella, and automobile liability policies set forth herein. A waiver of the underwriter's rights of subrogation

applies in favor of such additional insureds as their interest may appear with respect to all policies described herein."

Schedule 4.03

Wheelabrator Technologies Inc. Guaranty

GUARANTEE AGREEMENT

This Guarantee Agreement (this "Guarantee"), made effective as of June 27, 2014, is made by WHEELABRATOR TECHNOLOGIES INC., a Delaware corporation ("Guarantor") to and in favor of the GREATER BRIDGEPORT REGIONAL SOLID WASTE INTERLOCAL COMMITTE, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut (the "GBRSWIC").

WITNESSETH:

WHEREAS, Wheelabrator Bridgeport L.P. (the "Company") is entering into a Solid Waste Disposal Agreement (the "Agreement") with the GBRSWIC effective as of the date of this Guarantee, pursuant to which the Contracting Communities (as defined in the Agreement) will deliver municipal solid waste to the Company's waste-to-energy facility for disposal and the Company will process and dispose of such municipal solid waste; and

WHEREAS, Guarantor is the direct or indirect parent of the partners of the Company and will receive substantial and direct benefits from the transactions contemplated by the Agreement, and has agreed to enter into this Guarantee to provide assurance for the obligations of the Company in connection with the Agreement and to induce the GBRSWIC to enter into the Agreement.

NOW, THEREFORE, in consideration of the GBRSWIC entering into the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby covenants and agrees as follows:

1. Guarantor and its successors and assigns hereby unconditionally, irrevocably and absolutely guarantees to the GBRSWIC the timely and satisfactory performance by the Company of all of the Company's obligations and responsibilities (the "Guaranteed Obligations"), in accordance with the terms and conditions of the Agreement. Except as otherwise expressly set forth herein, nothing shall discharge or satisfy the liability of Guarantor under this Guarantee except the full performance of the Guaranteed Obligations.

2. The liability of Guarantor under this Guarantee shall be absolute, irrevocable and unconditional irrespective of:

(a) any defect or deficiency in the Agreement or any other documents executed in connection with the Agreement;

(b) any modification, extension or waiver of any of the terms of the Agreement;

(c) any change in the time, manner, terms of or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from the Agreement, or any other agreement or instrument executed in connection therewith;

(d) except as to applicable statutes of limitation, any failure, omission, delay, waiver or refusal by the GBRSWIC to exercise, in whole or in part, any right or remedy of the GBRSWIC with respect to the Agreement or any transaction under the Agreement;

(e) any change in the existence, structure or ownership of Guarantor or the Company, or any bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding affecting the Company or its assets; or

(f) any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor; provided, however, that notwithstanding anything to the contrary contained in this Guarantee, Guarantor reserves unto itself any and all defenses, offsets, counterclaims and adjustments which the Company may lawfully claim pursuant to the Agreement, except for rights or defenses arising out of the bankruptcy, insolvency, reorganization, liquidation or receivership or similar proceeding affecting the Company or its assets.

3. The obligations of Guarantor hereunder are several and not joint with the Company or any other person, and are primary obligations for which Guarantor is the principal obligor. There are no conditions precedents to the enforcement of this Guarantee. It shall not be necessary for the GBRSWIC, in order to enforce performance by Guarantor under this Guarantee, to pursue or exhaust its remedies against the Company or any other person liable for the performance of the Guaranteed Obligations.

4. Guarantor hereby waives:

(a) notice of acceptance of this Guarantee, notice of the creation or existence of any of the Guaranteed Obligations and notice of any action by the GBRSWIC in reliance hereon or in connection herewith;

(b) notice of the entry into the Agreement and notice of any amendments, supplements or modifications thereto; or notice of any waiver of consent under the Agreement, including waivers of the performance of any of the Guaranteed Obligations thereunder;

(c) notice of any increase, reduction or rearrangement of the Guaranteed Obligations under the Agreement;

(d) promptness, diligence, protest and notice of protest, or any other notice of any other kind with respect to the Guaranteed Obligations; and

(e) except as may be expressly provided under the Agreement, any requirement that suit be brought against, or any other action by the GBRSWIC be taken against, or any notice of default or other notice be given to, or any demand be made on, Company or any other person, or that any other action be taken or not taken as a condition to Guarantor's

liability for the Guaranteed Obligations under this Guarantee or as a condition to the enforcement of this Guarantee against Guarantor.

5. Notices. All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon delivery, when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, or personally delivered. Notices shall be sent to the following addresses:

If to the GBRSWIC:

If to Guarantor:

Wheelabrator Technologies Inc.
4 Liberty Lane
Hampton, NH 03842
Attn: General Counsel

6. Assignment; Successors and Assigns. Guarantor shall not assign its obligations hereunder without the prior written consent of the GBRSWIC, and any assignment without such prior written consent shall be null and void and of no force or effect; provided, however, that in the case of any permitted assignment of the Agreement by the Company, this Guarantee shall extend to and inure to the benefit of any such assignee. This Guarantee shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns.

7. Substitution. Guarantor may provide a substitute guarantee in substantially the form hereof from a substitute guarantor, and be released from all of its obligations, hereunder provided the proposed substitute guarantor has a net worth of at least $50 million as reasonably demonstrated to the GBRWSIC by the proposed substitute guarantor.

8. Net Worth Requirement. Guarantor shall at each quarterly reporting period have and maintain a tangible net worth of not less than $50,000,000, as determined by its unaudited balance sheets prepared in accordance with generally accepted accounting principles in the United States of America. In the event Guarantor's net worth falls below $50,000,000 during a quarterly reporting period, it shall have forty-five (45) days to demonstrate that its net worth has returned to $50,000,000. If Guarantor is unable to demonstrate its net worth is at least $50,000,000, Guarantor shall supplement this Guarantee with a letter of credit in the amount of

$5,000,000 to secure the obligations of the Company under the Agreement. For the avoidance of doubt, prior to GBRSWIC drawing on the above-referenced letter of credit, it shall be a requirement that the GBRSWIC has made a demand against this Guarantee and the Guarantor has failed to pay the amount in issue in the time period prescribed therein. If, after the substitution of this Guarantee with a letter of credit, Guarantor can demonstrate that its net worth has returned to at least $50,000,000 for a quarterly reporting period, the GBRSWIC shall return the letter of credit to the Guarantor.

9. Amendments, Etc. No amendment of this Guarantee shall be effective unless in writing and signed by Guarantor and the GBRSWIC. No waiver of any provision of this Guarantee or consent to any departure by Guarantor therefrom shall in any event be effective unless such waiver shall be in writing and signed by the GBRSWIC. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

10. Representation and Warranties. Guarantor represents and warrants as follows:

(a) Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has full power to execute, deliver and perform this Guarantee.

(b) The execution, delivery and performance of this Guarantee have been, and remain, duly authorized by all necessary corporate action and do not contravene Guarantor's organizational documents or any contractual restriction binding on Guarantor or its assets.

(c) All consents, authorizations, approvals, registrations and declarations required for the due execution, delivery and performance of this Guarantee have been obtained from or, as the case may be, filed with the relevant governmental authorities having jurisdiction and remain in full force and effect, and all conditions thereof have been duly complied with and no other action by, and no notice to or filing with, any governmental GBRSWIC having jurisdiction is required for such execution, delivery or performance.

(d) This Guarantee constitutes the legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditor's rights and to general equity principles.

11. GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. THIS GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT, WITHOUT REGARD OR REFERENCE TO THE CONFLICT OF LAWS PRINCIPLES OF ANY JURISDICTION. GUARANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY FEDERAL OR STATE COURT

SITUATED IN HARTFORD COUNTY, IN THE STATE OF CONNECTICUT. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS GUARANTEE.

12. Severability. If any one or more provisions of this Guarantee shall for any reason or to any extent be determined to be invalid or unenforceable, all other provisions shall, nevertheless, remain in full force and effect.

13. Entire Agreement. This Guarantee constitutes the entire agreement between the Guarantor and the GBRSWIC with respect to the Guaranteed Obligations, and supersedes any and all prior agreements between the parties with respect to the same.

14. Effectiveness. This Guarantee shall become effective only upon the effective date of the Agreement.

EXECUTED as of the day and year first above written.

WHEELABRATOR TECHNOLOGIES INC.

By:_____
Name:_____
Title:_____

GUARANTEE AGREEMENT

This Guarantee Agreement (this "Guarantee"), made effective as of June 27, 2014, is made by WHEELABRATOR TECHNOLOGIES INC., a Delaware corporation ("Guarantor") to and in favor of the GREATER BRIDGEPORT REGIONAL SOLID WASTE INTERLOCAL COMMITTE, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut (the "GBRSWIC").

WITNESSETH:

WHEREAS, Wheelabrator Bridgeport L.P. (the "Company") is entering into a Solid Waste Disposal Agreement (the "Agreement") with the GBRSWIC effective as of the date of this Guarantee, pursuant to which the Contracting Communities (as defined in the Agreement) will deliver municipal solid waste to the Company's waste-to-energy facility for disposal and the Company will process and dispose of such municipal solid waste; and

WHEREAS, Guarantor is the direct or indirect parent of the partners of the Company and will receive substantial and direct benefits from the transactions contemplated by the Agreement, and has agreed to enter into this Guarantee to provide assurance for the obligations of the Company in connection with the Agreement and to induce the GBRSWIC to enter into the Agreement.

NOW, THEREFORE, in consideration of the GBRSWIC entering into the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby covenants and agrees as follows:

1. Guarantor and its successors and assigns hereby unconditionally, irrevocably and absolutely guarantees to the GBRSWIC the timely and satisfactory performance by the Company of all of the Company's obligations and responsibilities (the "Guaranteed Obligations"), in accordance with the terms and conditions of the Agreement. Except as otherwise expressly set forth herein, nothing shall discharge or satisfy the liability of Guarantor under this Guarantee except the full performance of the Guaranteed Obligations.

2. The liability of Guarantor under this Guarantee shall be absolute, irrevocable and unconditional irrespective of:

(a) any defect or deficiency in the Agreement or any other documents executed in connection with the Agreement;

(b) any modification, extension or waiver of any of the terms of the Agreement;

(c) any change in the time, manner, terms of or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from the Agreement, or any other agreement or instrument executed in connection therewith;

(d) except as to applicable statutes of limitation, any failure, omission, delay, waiver or refusal by the GBRSWIC to exercise, in whole or in part, any right or remedy of the GBRSWIC with respect to the Agreement or any transaction under the Agreement;

(e) any change in the existence, structure or ownership of Guarantor or the Company, or any bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding affecting the Company or its assets; or

(f) any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor; provided, however, that notwithstanding anything to the contrary contained in this Guarantee, Guarantor reserves unto itself any and all defenses, offsets, counterclaims and adjustments which the Company may lawfully claim pursuant to the Agreement, except for rights or defenses arising out of the bankruptcy, insolvency, reorganization, liquidation or receivership or similar proceeding affecting the Company or its assets.

3. The obligations of Guarantor hereunder are several and not joint with the Company or any other person, and are primary obligations for which Guarantor is the principal obligor. There are no conditions precedents to the enforcement of this Guarantee. It shall not be necessary for the GBRSWIC, in order to enforce performance by Guarantor under this Guarantee, to pursue or exhaust its remedies against the Company or any other person liable for the performance of the Guaranteed Obligations.

4. Guarantor hereby waives:

(a) notice of acceptance of this Guarantee, notice of the creation or existence of any of the Guaranteed Obligations and notice of any action by the GBRSWIC in reliance hereon or in connection herewith;

(b) notice of the entry into the Agreement and notice of any amendments, supplements or modifications thereto; or notice of any waiver of consent under the Agreement, including waivers of the performance of any of the Guaranteed Obligations thereunder;

(c) notice of any increase, reduction or rearrangement of the Guaranteed Obligations under the Agreement;

(d) promptness, diligence, protest and notice of protest, or any other notice of any other kind with respect to the Guaranteed Obligations; and

(e) except as may be expressly provided under the Agreement, any requirement that suit be brought against, or any other action by the GBRSWIC be taken against, or any notice of default or other notice be given to, or any demand be made on, Company or any other person, or that any other action be taken or not taken as a condition to Guarantor's

liability for the Guaranteed Obligations under this Guarantee or as a condition to the enforcement of this Guarantee against Guarantor.

5. Notices. All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon delivery, when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, or personally delivered. Notices shall be sent to the following addresses:

If to the GBRSWIC:

c/o City of Bridgeport
City Hall
Room 204
45 Lyon Terrace
Bridgeport, Connecticut 06004
Attention: Mayor

With a copy to:

Finn Dixon & Herling LLP
177 Broad Street, 15th Floor
Stamford CT 06901
Attn: Ernest M. Lorimer

If to Guarantor:

Wheelabrator Technologies Inc.
4 Liberty Lane
Hampton, NH 03842
Attn: General Counsel

6. Assignment; Successors and Assigns. Guarantor shall not assign its obligations hereunder without the prior written consent of the GBRSWIC, and any assignment without such prior written consent shall be null and void and of no force or effect; provided, however, that in the case of any permitted assignment of the Agreement by the Company, this Guarantee shall extend to and inure to the benefit of any such assignee. This Guarantee shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns.

7. Substitution. Guarantor may provide a substitute guarantee in substantially the form hereof from a substitute guarantor; and be released from all of its obligations, hereunder provided the proposed substitute guarantor has a net worth of at least $50 million as reasonably demonstrated to the GBRWSIC by the proposed substitute guarantor.

8. Net Worth Requirement. Guarantor shall at each quarterly reporting period have and maintain a tangible net worth of not less than $50,000,000, as determined by its unaudited balance sheets prepared in accordance with generally accepted accounting principles in the United States of America. In the event Guarantor's net worth falls below $50,000,000 during a quarterly reporting period, it shall have forty-five (45) days to demonstrate that its net worth has returned to $50,000,000. If Guarantor is unable to demonstrate its net worth is at least $50,000,000, Guarantor shall supplement this Guarantee with a letter of credit in the amount of $5,000,000 to secure the obligations of the Company under the Agreement. For the avoidance of doubt, prior to GBRSWIC drawing on the above-referenced letter of credit, it shall be a requirement that the GBRSWIC has made a demand against this Guarantee and the Guarantor has failed to pay the amount in issue in the time period prescribed therein. If, after the substitution of this Guarantee with a letter of credit, Guarantor can demonstrate that its net worth has returned to at least $50,000,000 for a quarterly reporting period, the GBRSWIC shall return the letter of credit to the Guarantor.

9. Amendments, Etc. No amendment of this Guarantee shall be effective unless in writing and signed by Guarantor and the GBRSWIC. No waiver of any provision of this Guarantee or consent to any departure by Guarantor therefrom shall in any event be effective unless such waiver shall be in writing and signed by the GBRSWIC. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

10. Representation and Warranties. Guarantor represents and warrants as follows:

(a) Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has full power to execute, deliver and perform this Guarantee.

(b) The execution, delivery and performance of this Guarantee have been, and remain, duly authorized by all necessary corporate action and do not contravene Guarantor's organizational documents or any contractual restriction binding on Guarantor or its assets.

(c) All consents, authorizations, approvals, registrations and declarations required for the due execution, delivery and performance of this Guarantee have been obtained from or, as the case may be, filed with the relevant governmental authorities having jurisdiction and remain in full force and effect, and all conditions thereof have been duly complied with and no other action by, and no notice to or filing with, any governmental GBRSWIC having jurisdiction is required for such execution, delivery or performance.

(d) This Guarantee constitutes the legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization

and other laws of general applicability relating to or affecting creditor's rights and to general equity principles.

11. GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. THIS GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT, WITHOUT REGARD OR REFERENCE TO THE CONFLICT OF LAWS PRINCIPLES OF ANY JURISDICTION. GUARANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY FEDERAL OR STATE COURT SITUATED IN HARTFORD COUNTY, IN THE STATE OF CONNECTICUT. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS GUARANTEE.

12. Severability. If any one or more provisions of this Guarantee shall for any reason or to any extent be determined to be invalid or unenforceable, all other provisions shall, nevertheless, remain in full force and effect.

13. Entire Agreement. This Guarantee constitutes the entire agreement between the Guarantor and the GBRSWIC with respect to the Guaranteed Obligations, and supersedes any and all prior agreements between the parties with respect to the same.

14. Effectiveness. This Guarantee shall become effective only upon the effective date of the Agreement.

EXECUTED as of the day and year first above written.

WHEELABRATOR TECHNOLOGIES INC.

By: _____
Name: Michael F O'Neil
Title: Vice President

LIMITED WAIVER OF CONDITION PRECEDENT

THIS LIMITED WAIVER OF CONDITIONS PRECEDENT (this "Limited Waiver"), is made and entered into as of June 27, 2014, by and between WHEELBRATOR BRIDGEPORT, L.P., a Delaware limited partnership ("Wheelabrator") and the GREATER BRIDGEPORT REGIONAL SOLID WASTE INTERLOCAL COMMITTEE ("GBRSWIC"), a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut (hereinafter referred to as the "State"). Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the SWDA (as defined below).

WHEREAS, Wheelabrator and GBRSWIC are parties to that certain Solid Waste Disposal Agreement dated June 27, 2014 (the "SWDA"); and

WHEREAS, pursuant to Section 6.01(a) of the SWDA, certain conditions precedent are required to be either be satisfied by GBRSWIC or waived by Wheelabrator prior to the Contract Date; and

WHEREAS, subject to terms and conditions set forth in this Limited Waiver, Wheelabrator is willing to waive the satisfaction of the conditions precedent set forth in Section 6.01(a)(i) and (ii) of the SWDA. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the SWDA.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Limited Waiver of Condition Precedent. Subject to terms and conditions set forth in this Limited Waiver, and effective as of the Contract Date, Wheelabrator hereby waives the conditions precedent set forth in Section 6.01(a)(i) and (ii) of the SWDA, which require that on or prior to the Contract Date (i) the Interlocal Agreement shall have been signed by Contracting Communities whose aggregate generation of Acceptable Waste for the two (2) year period prior to the Contract Date was in excess of 175,000 Tons per year; and (ii) GBRSWIC shall have delivered to Wheelabrator from counsel to each Contracting Community a favorable opinion covering the authorization, execution, enforceability and delivery of the Interlocal Agreement by such Contracting Community, addressed to Wheelabrator and satisfactory in substance and form to Wheelabrator. Accordingly, from and after the Contract Date, each of GBRSWIC, Wheelabrator and the Contracting Communities shall be obligated to perform their respective obligations under the SWDA.

2. Reservation of Right to Rescind Waiver. Wheelabrator hereby expressly reserves the right to rescind this Limited Waiver if the conditions precedent described in Section 1 of this Limited Waiver are not satisfied in full on or prior to ninety (90) days after the Contract Date. In the event that the conditions precedent described in Section 1 of this Limited Waiver are not satisfied in full by such date, then, pursuant to Section 6.01 of the SWDA, Wheelabrator, if it is not otherwise in breach of its obligations, may terminate the SWDA upon ten (10) day's prior written notice to the GBRSWIC.

3. Entire Agreement. Except as specifically set forth herein, nothing set forth in this Limited Waiver is intended to alter or modify the rights or obligations of Wheelabrator, GBRSWIC and/or the Contracting Communities as set forth in the SWDA. Neither this Limited Waiver nor the rights or obligations contained herein shall be assignable or transferable by any party hereunder, in whole or in part, without the prior written consent of the other parties hereto.

4. Amendments. No amendments, changes, or additions to this Limited Waiver shall be effective or binding on any party hereto, unless reduced to writing and executed by the parties hereto.

5. Choice of Law. This Limited Waiver and the rights and obligations of the parties hereunder and any disputes arising under or in connection with this Limited Waiver shall in all respects be governed by, and interpreted and determined in accordance with, the laws of the State of Connecticut.

6. Execution. This Limited Waiver may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be considered as valid signatures as of the date thereof.

IN WITNESS WHEREOF, the parties have caused this Limited Waiver to be executed by their duly authorized officers or representatives as of the date and year first above written.

WHEELABRATOR BRIDGEPORT, L.P.
By: Wheelabrator Ridge Energy Inc.

By: _____
Name: Michael F. O'Friel
Title: Vice President

GREATER BRIDGEPORT REGIONAL
SOLID WASTE INTERLOCAL COMMITTEE

By: _____
Name:
Title:

Greater Bridgeport Regional Solid Waste Interlocal Committee Meeting
Thursday, December 18, 2014
9:00 am
Fairfield Museum and History Center Classroom
370 Beach Road
Fairfield, CT 06824

REVISED AGENDA

I. Call to Order

II. Approve September 8, 2014 Minutes

III. Hear, Consider and Act Upon 2015 Election of Officers

IV. Hear, Consider and Act Upon 2015 Meeting Dates — Dec 17, 2015 9:00; June 18 2015 9:00; TBD

V. Hear, Consider and Act Upon Annual Budget and Administrative Fee

VI. Resolved, that the invoices of Finn Dixon & Herling LLP as counsel to the Committee in the aggregate amount of $37,488.35 (inclusive of $20,000 previously approved), be and hereby are approved, and the proper officers of the Committee are directed to instruct Wheelabrator Bridgeport, L.P. to pay such invoices from amounts collected by it from the administrative fee of the Committee, as and when such amounts are collected

Tim + Adam sended

Jim + Tim VII. Progress Report on the Admission of Other Municipalities – Mark answering Sub Comm of 3 El, Stin, Rudy to see admin fee Mark + Adam pursuing

VIII. Other Business

IX. Adjourn

Please note that all meetings allow for the Committee to enter into Executive Session

James Murphy

GREATER BRIDGEPORT REGIONAL SOLID WASTE INTERLOCAL COMMITTEE

ne Interlocal Committee held its first meeting on June 27, 2014, at Fairfield, CT.

PARTICIPATING MUNICIPALITY	ATTENDEES	GENERAL AUDIENCE
Bethany Bridgeport Easton Fairfield Milford Trumbull Westport Woodbridge	Matthew S. Knickerbocker Mark Anastasi Adam W. Dunsby Michael C. Tetreau Benjamin G. Blake Timothy M. Herbst Jim Marpe Betsy Yagla	Jonathan Berchem Ed Boman Gary Catalano Steven Edwards Ernest Lorimer, Finn Dixon & Herling LLP John Marsilio Chris Nowacki (by telephone) Steve Vavrek (by telephone)

By common consent Michael Tetreau acted as Chair pro tem and called the meeting to order at 9:45 a.m. Mr. Tetreau noted the municipalities that executed the Interlocal Agreement and were present. Mark Anastasi submitted a delegation of authority by the Mayor of Bridgeport, Bill inch, authorizing him to act as the Mayor's voting representative. Betsy Yagla submitted a delegation of authority by the First Selectman of the Town of Woodbridge, Ellen Scalettar, authorizing her to act as the First Selectman's voting representative. Gary Catalano advised that the Town of Stratford was expected to approve the Interlocal Agreement at a meeting of the Town Council to be held July 14, 2014. Mr. Tetreau noted that the First Selectman of Monroe was present by speakerphone; Mr. Vavrek advised that the town attorney had advised that a hearing was required to be held before Monroe could execute the agreement but that he expected approval.

Mr. Tetreau noted the Notice of Meeting and asked Ernest Lorimer to clarify the necessary actions to be taken by the Interlocal Committee. Mr. Lorimer advised that the Notice of Meeting had been posted with the Secretary of the State and sent to each municipality that was expected to sign the Interlocal Agreement for posting with the City/Town Clerk. He advised that the agenda called for the election of officers, consisting of a Chair, a Vice-Chair, a Secretary and a Treasurer, action on the proposed disposal agreement with Wheelabrator Bridgeport, L.P., approval of an administrative fee, and approval of the subsequent admission of Stratford and Monroe when they had the necessary approvals in hand. Mr. Lorimer described the weighted voting formula under the Interlocal Agreement.

ELECTION OF OFFICERS

On motion made and seconded, Mr. Tetreau was elected Chair of the Interlocal Committee to serve for a term of the balance of 2014; all voted in favor except Woodbridge, which abstained.

On motion made and seconded, Mr. Marpe was elected Vice Chair of the Interlocal Committee to serve for a term of the balance of 2014; all voted in favor except Woodbridge and Westport, which abstained.

On motion made and seconded, Mr. Blake was elected Secretary of the Interlocal Committee to serve for a term of the balance of 2014; all voted in favor except Milford and Woodbridge, which abstained.

On motion made and seconded, Mr. Herbst was elected Treasurer of the Interlocal Committee to serve for a term of the balance of 2014; all voted in favor except Trumbull, which voted no, and Woodbridge, which abstained.

APPROVAL OF AGREEMENT WITH WHEELABRATOR BRIDGEPORT, L.P.

Mr. Tetreau noted that there had previously been circulated a draft Solid Waste Disposal Agreement between the Interlocal Committee, acting on behalf of the Participating Municipalities, and Wheelabrator Bridgeport, L.P., providing for the delivery of solid waste (other than recyclables) to the Bridgeport waste-to-energy plant. It was noted that this agreement had been negotiated by an ad hoc committee consisting of Mr. Boman, Mr. Edwards, Mr. Anastasi and Mr. Marsilio, with the assistance of Mr. Lorimer, and that Mr. Boman had briefed the municipalities expected to form the Interlocal on the terms. There followed a discussion of the principal terms, including the initial tip fee of $59.75 per ton, the requirement to deliver all solid waste under municipal control, possible reductions of the tip fee if additional tons of solid waste were delivered by municipalities participating in the Interlocal Committee, and the limitation on the ability of a municipality to withdraw from the Interlocal Committee.

Mr. Lorimer noted that a condition to the effectiveness of the agreement was participation by municipalities representing 175,000 tons and the receipt of legal opinions. These conditions would not be satisfied upon execution. He said Wheelabrator would waive these conditions for three months, after which new arrangements would have to be arrived at if they remained unsatisfied.

Upon motion made and seconded, the proposed Solid Waste Disposal Agreement was approved and the officers of the Interlocal Committee, and each of them, were authorized to execute such agreement on behalf of the Interlocal Committee.

APPROVAL OF ADMINISTRATIVE FEE; INTERIM EXPENDITURES

Mr. Lorimer noted that the Solid Waste Disposal Agreement contemplated that the Interlocal Committee could authorize an administrative fee, to be collected by Wheelabrator Bridgeport in the form of a per ton fee to be billed and collected by it, to fund the expenses of the Interlocal Committee. He described these as consisting initially of legal fees for the preparation of the Solid Waste Disposal Agreement and the formation of the Interlocal Committee. The amount and timing of the administrative fee was discussed.

Upon motion made and seconded, an administrative fee of $0.25 per ton was approved; all voted in favor except Woodbridge, which abstained..

Upon motion made and seconded, the officers of the Interlocal Committee were also authorized to pay up to $20,000 to Finn Dixon & Herling LLP for legal services rendered in the negotiation, preparation and execution of the Interlocal Agreement and the Solid Waste Disposal Agreement, against presentation of proper invoices; all voted in favor except Woodbridge, which abstained.

APPROVAL OF ADDITIONAL MUNICIPALITIES

Mr. Tetreau noted that the Interlocal Agreement allowed additional municipalities to become members of the Interlocal Committee with the approval of the committee. This could help satisfy the initial 175,000 ton requirement and possibly result in a reduction of the tip fee. It was noted that both Monroe and Stratford had indicated their intention to join. It was also noted that the participating municipalities had a maximum plant capacity available to them of 250,000 tons.

Upon motion made and seconded, the Interlocal Committee unanimously approved the addition of Stratford and Monroe as additional municipalities, and the four officers of the Interlocal Committee were authorized to execute a joinder agreement to that effect; all voted in favor except Woodbridge, which abstained.

OTHER BUSINESS—RETENTION OF COUNSEL

Mr. Lorimer noted that it would also be in order to formally retain Finn Dixon & Herling LLP as counsel to the Interlocal Committee.

Upon motion made and seconded, the Interlocal Committee approved the retention of Finn Dixon & Herling LLP as counsel to the Interlocal Committee and authorized the officers of the Interlocal Committee, and each of them, to execute an engagement letter; all voted in favor except Woodbridge, which abstained.

MOTION TO ADJOURN MEETING

There being no further discussion, a motion was made and seconded to adjourn the meeting, The motion to adjourn the meeting at 11:00 a.m.; was approved unanimously.

Respectively Submitted

Ernest M. Lorimer

JOINDER AGREEMENT

This Joinder Agreement, dated as of the date written below, is executed by the below-named municipality (the "Joining Party"), a political subdivision of the State of Connecticut, for purposes of becoming a party to the Greater Bridgeport Regional Solid Waste Interlocal Agreement:

WHEREAS, the Greater Bridgeport Regional Solid Waste Interlocal Committee has been formed by participating municipalities (each a "Municipality") pursuant to the Greater Bridgeport Regional Solid Waste Interlocal Agreement, dated as of June 27, 2014 (the "Interlocal Agreement"); and

WHEREAS, the Joining Party desires to become party to the Interlocal Agreement as a "Municipality," and accede to all the rights and obligations of a Municipality thereunder; and

WHEREAS, the Joining Party has received all necessary authorization to become party to the Interlocal Agreement under the laws of the State of Connecticut and its charter; and

WHEREAS, a party desiring to become party to the Interlocal Agreement as a Municipality may do so only with the approval of the existing Municipalities as provided under the Interlocal Agreement, and the existing Municipalities have approved the Joining Party becoming party to the Interlocal Agreement;

NOW THEREFORE, the undersigned Joining Party by execution of this Joinder Agreement does hereby become party to the Interlocal Agreement, becoming bound by all the terms thereof and acceding to the rights of a Municipality thereunder.

IN WITNESS WHEREOF, the Joining Party has caused this Joinder Agreement to be executed by its undersigned duly authorized officer.

Date: 8/2/14

Joining Party: TOWN OF STRATFORD

By: _____
John A. Harkins
Mayor

Accepted and approved by the Greater Bridgeport Regional Solid Waste Interlocal Committee:

Date: _____

By: _____
Name: Michael C.Tetrault
Its: Chairman

By: _____
Name: Timothy M. Herbst
Its: Treasurer

By: _____
Name: Jim Marpe
Its: Vice Chairman

By: _____
Name: Benjamin G. Blake
Its: Secretary

By: _____
Name: Jim Marpe
Its: Vice Chairman

By: _____
Name: Benjamin G. Blake
Its: Secretary

JOINDER AGREEMENT

This Joinder Agreement, dated as of the date written below, is executed by the below-named municipality (the "Joining Party"), a political subdivision of the State of Connecticut, for purposes of becoming a party to the Greater Bridgeport Regional Solid Waste Interlocal Agreement:

WHEREAS, the Greater Bridgeport Regional Solid Waste Interlocal Committee has been formed by participating municipalities (each a "Municipality") pursuant to the Greater Bridgeport Regional Solid Waste Interlocal Agreement, dated as of June 27, 2014 (the "Interlocal Agreement"); and

WHEREAS, the Joining Party desires to become party to the Interlocal Agreement as a "Municipality," and accede to all the rights and obligations of a Municipality thereunder; and

WHEREAS, the Joining Party has received all necessary authorization to become party to the Interlocal Agreement under the laws of the State of Connecticut and its charter; and

WHEREAS, a party desiring to become party to the Interlocal Agreement as a Municipality may do so only with the approval of the existing Muncipalities as provided under the Interlocal Agreement, and the existing Municipalities have approved the Joining Party becoming party to the Interlocal Agreement;

NOW THEREFORE, the undersigned Joining Party by execution of this Joinder Agreement does hereby become party to the Interlocal Agreement, becoming bound by all the terms thereof and acceding to the rights of a Municipality thereunder.

IN WITNESS WHEREOF, the Joining Party has caused this Joinder Agreement to be executed by its undersigned duly authorized officer.

Date: October 20, 2014

Joining Party: Town of Monroe, Connecticut

By: _____
Stephen J. Vavrek
First Selectman

Accepted and approved by the Greater Bridgeport Regional Solid Waste Interlocal Committee:

Date: October 24, 2014

By: _____
Name: Michael C. Tetreau
Its: Chairman

By: _____
Name: Timothy M. Herbst
Its: Treasurer

By: _____
Name: Jim Marpe
Its: Vice Chairman

By: _____
Name: Benjamin G. Blake
Its: Secretary

MCSHERRY LAW OFFICE, LLC
Historic District
38 Fairview Avenue
Naugatuck, Connecticut 06770

KEVIN H. McSHERRY
Phone 203-723-6609

mcsherrylawoffice@yahoo.com
Fax 203-723-9742

June 27, 2014

Finn Dixon & Herling
177 Broad Street
Stamford, CT 06901

RE: Interlocal Agreement executed by the Town of Bethany on June 27, 2014 (the "ILA")

Ladies and Gentlemen:

This firm serves as legal counsel to the Town of Bethany (the "Contracting Community"). We have examined the ILA between the Contracting Community and the Connecticut municipalities who are party thereto (each, an "ILA Counterparty").

The Contracting Community has requested that we render this opinion in connection with the Contracting Community's execution and delivery of the ILA.

In connection with this opinion, we have examined (and rely upon for purposes of this opinion) a certified copy of the minutes of the Board of Selectmen dated June 23, 2014, authorizing the execution and delivery of the ILA. We have also examined the charter, by-Laws and other enabling statutes, regulations and ordinances of the Contracting Community and of the State of Connecticut applicable to the authorization and execution of the ILA, all as presently in effect.

With respect to all documents examined by us, we have assumed the genuineness of all signatures (other than those on behalf of the Contracting Community), the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies or forms, and the legal capacity of all natural persons.

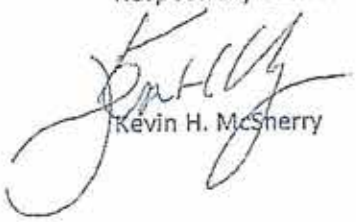
Based upon the foregoing, and subject to the assumptions, qualifications and limitations set forth in this opinion letter, we are of the opinion that (a) the Contracting Community has all requisite power and authority to enter into the ILA, (b) the ILA has been duly and validly authorized, executed, and delivered by the Municipality; and (c) the ILA constitutes a valid and binding obligation of the Contracting Community, and is enforceable against the Contracting Community in accordance with its terms.

A. For purposes of this opinion letter, we have assumed that (i) each of the ILA Counterparties has all requisite power and authority and has taken all necessary action to authorize, execute, deliver and perform the ILA and (ii) the ILA constitutes a valid and binding obligation of each ILA Counterparty, and is enforceable against such ILA Counterparty in accordance with its terms.

B. The opinion in clause (c) is subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, fraudulent transfer and conveyance and similar laws relating to or affecting the rights and remedies of creditors generally, and (ii) principles of equity (regardless whether considered and applied in proceeding in equity or at law).

The opinions expressed in this letter are given solely for the benefit of Wheelabrator Bridgeport, L.P., its successors and assigns, and its and their respective counsel solely in connection with the transactions contemplated by the ILA. The opinions expressed in this letter may not be copied or relied upon, in whole or in part for any other purpose or relied upon by any other person, firm or corporation for any purpose, without our prior written consent.

Respectfully submitted,



Kevin H. McSherry

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS
Gregory M. Conte
Betsy A. Edwards
Melanie J. Howlett
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, Connecticut 06604-4328

ASSISTANT CITY ATTORNEYS
Salvatore C. DePiano
R. Christopher Meyer
Eroll V. Skyers

Telephone (203) 576-7647
Facsimile (203) 576- 8252

August 25, 2014

Wheelabrator Bridgeport, L.P.
4 Liberty Lane West
Hampton, NH 03842

Re: Interlocal Agreement Executed by The City of Bridgeport on June 27, 2014 ("ILA")

Dear Attorney Lorimer:

I am City Attorney for the City of Bridgeport, CT ("Contracting Community"), and in my official capacity as the City's legal counsel, I have examined the ILA between the Contracting Community and the Connecticut municipalities who are party thereto ("ILA Counterparties").

The Contracting Community has requested that I render this legal opinion in connection with the Contracting Community's execution and delivery of the ILA.

In connection with this opinion, I have examined (and rely upon for purposes of this opinion) the official Minutes of the City Council of the City of Bridgeport, CT, dated February 4, 2013 authorizing the execution and delivery of the ILA. I have also examined the Bridgeport City Charter, Code of Ordinances and other enabling local and Connecticut state statutes, laws and regulations applicable to the authorization and execution of the ILA, all as presently in effect.

With respect to all documents examined by me, I have assumed the genuineness of all signatures (other than those on behalf of the Contracting Community), the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as certified or photostatic copies or forms, and the legal capacity of all natural persons.

Based upon the foregoing, and subject to the assumptions, qualifications and limitations set forth in this opinion letter, I am of the opinion that (a) the Contracting Community has all requisite power and authority to enter into the ILA, (b) the ILA has been duly and validly authorized, executed, and delivered by the Contracting Community ; and (c) the ILA constitutes a valid and binding obligation of the Contracting Community, and is enforceable against the Contracting Community in accordance with its terms.

A. For purposes of this opinion letter, I have assumed that (i) each ILA Counterparty has all requisite power and authority and has taken all necessary action to authorize, execute, deliver and perform the ILA; and (ii) the ILA constitutes a valid and binding obligation of each ILA Counterparty, and is enforceable against such ILA Counterparty in accordance with its terms.

B. The opinion in clause (c) hereinbefore is subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, fraudulent transfer and conveyance and similar laws relating to or affecting the rights and remedies of creditors generally, and (ii) principles of equity (regardless whether considered and applied in a proceeding in equity or at law).

The opinions expressed in this opinion letter are rendered solely for the benefit of Wheelabrator Bridgeport, L.P., its successors and assigns, and its and their respective counsel solely in connection with the transactions contemplated by the ILA. The opinions expressed herein may not be copied or relied upon, in whole or in part for any other purpose or relied upon by any other person, firm or corporation for any purpose, without my prior written consent.

CITY OF BRIDGEPORT, CT

By: Mark T. Anastasi

Mark T. Anastasi
Its City Attorney

Cc: Mayor Bill Finch
Andrew Nunn, CAO
Adam Wood, Chief of Staff
George Garcia, Dir. of Public Facilities
John Cottell, Deputy Dir. of Public Facilities
Ernest M. Lorimer, Esq., Finn Dixon & Herling LLP

BERCHEM, MOSES & DEVLIN, P.C.

ATTORNEYS & COUNSELORS AT LAW

PLEASE REPLY TO
WESTPORT OFFICE

July 21, 2014

Wheelabrator Bridgeport, L.P.,
c/o Wheelabrator Technologies Inc.
4 Liberty Lane West
Hampton, New Hampshire 03842
Attn: General Counsel

RE: Greater Bridgeport Regional Solid Waste Interlocal Agreement executed by the Town of Easton on June 27, 2014 (the "ILA")

Ladies and Gentlemen:

This firm serves as legal counsel to the Town of Easton (the "Contracting Community"). We have examined the ILA between the Contracting Community and the Connecticut municipalities who are party thereto (each, an "ILA Counterparty").

The Contracting Community has requested that we render this opinion in connection with the Contracting Community's execution and delivery of the ILA.

In connection with this opinion, we have examined (and rely upon for purposes of this opinion) minutes of the Easton Town Meeting, acting as the Town's legislative body, dated January 13, 2014. The minutes indicate that the Town Meeting unanimously approved the authorization of the Town of Easton's entry into the "committee" of towns described in the Greater Bridgeport Regional Solid Waste Agreement. The minutes indicate that a draft copy of the ILA was attached.

We have also examined the ordinances and rules of procedure of the Town of Easton (Easton does not have a Charter), along with the general statutes of the State of Connecticut applicable to the authorization and execution of the ILA, all as presently in effect.

With respect to all documents examined by us, we have assumed the genuineness of all signatures (other than those on behalf of the Contracting Community and the legal capacity of all natural persons.

1221 POST ROAD EAST
WESTPORT, CT 06880
TELEPHONE (203) 227-9545
FACSIMILE (203) 225-1641

75 BROAD STREET
MILFORD, CT 06460
TELEPHONE (203) 783-1200
FACSIMILE (203) 878-2235

9 MORGAN AVENUE
NORWALK, CT 06581
TELEPHONE (203)603-2942
FACSIMILE (203) 866-2818

WWW.BMDLAW.COM

Based upon the foregoing, and subject to the assumptions, qualifications and limitations set forth in this opinion letter, we are of the opinion that (a) the Contracting Community has all requisite power and authority to enter into the ILA, (b) the ILA has been duly and validly authorized, executed, and delivered by the Contracting Community; and (c) the ILA constitutes a valid and binding obligation of the Contracting Community, and is enforceable against the Contracting Community in accordance with its terms.

A. For purposes of this opinion letter, we have assumed that (i) each of the ILA Counterparties has all requisite power and authority and has taken all necessary action to authorize, execute, deliver and perform the ILA and (ii) the ILA constitutes a valid and binding obligation of each ILA Counterparty, and is enforceable against such ILA Counterparty in accordance with its terms.

B. The opinion in clause (c) is subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, fraudulent transfer and conveyance and similar laws relating to or affecting the rights and remedies of creditors generally, and (ii) principles of equity (regardless whether considered and applied in proceeding in equity or at law).

The opinions expressed in this letter are given solely for the benefit of Wheelabrator Bridgeport, L.P., its successors and assigns, and its and their respective counsel solely in connection with the transactions contemplated by the ILA. The opinions expressed in this letter may not be copied or relied upon, in whole or in part for any other purpose or relied upon by any other person, firm or corporation for any purpose, without our prior written consent.

Berchem, Moses & Devlin P.C.

By _____
Gail Kelly

cc: Adam Dunsby, First Selectman

Town of Fairfield

Fairfield, Connecticut 06824

Stanton H. Lesser
Town Attorney

AUG 07 2014

July 30, 2014

Wheelabrator Bridgeport, L.P.
c/o Wheelabrator Technologies Inc.
4 Liberty Lane West
Hampton, New Hampshire 03842

ATTENTION General Counsel

RE: Greater Bridgeport Regional Solid Waste Interlocal Agreement executed by the Town of Fairfield on June 23, 2014 (the "ILA")

Ladies and Gentlemen:

The undersigned serves as legal counsel to the Town of Fairfield (the "Contracting Community"). I have examined the ILA between the Contracting Community and the Connecticut municipalities who are party thereto (each, an "ILA Counterparty").

The Contracting Community has requested that I render this opinion in connection with the Contracting Community's execution and delivery of the ILA.

In connection with this opinion, I have examined (and rely upon for purposes of this opinion) minutes of the Fairfield Representative Town Meeting, acting as the Town's legislative body, dated June 23, 2014. The minutes indicate that the Representative Town Meeting unanimously approved the authorization of the Town of Fairfield's entry into the "committee" of towns described in the Greater Bridgeport Regional Solid Waste Agreement.

I have also examined the Charter of the Town of Fairfield, along with the general statutes of the State of Connecticut applicable to the authorization and execution of the ILA, all as presently in effect.

With respect to all document examined by me, I have assumed the genuineness of all signatures (other than those on behalf of the Contracting Community and the legal capacity of all natural persons.

ONE ELIOT PLACE · FAIRFIELD, CT 06824 · (203) 336-1811 · FAX (203) 255-8883 · SHLFLY@AOL.COM

Based upon the foregoing, and subject to the assumptions, qualifications and limitations set forth in this opinion letter, I am of the opinion that (a) the Contracting Community has all requisite power and authority to enter into the ILA, (b) the ILA has been duly and validly authorized, executed, and delivered by the Contracting Community; and (c) the ILA constitutes a valid and binding obligation of the Contracting Community, and is enforceable against the Contracting Community in accordance with its terms.

A. For purposes of this opinion letter, I have assumed that (i) each of the ILA Counterparties has all requisite power and authority and has taken all necessary action to authorize, execute, deliver and perform the ILA and (ii) the ILA constitutes a valid and binding obligation of each ILA Counterparty, and is enforceable against such ILA Counterparty in accordance with its terms.

B. The opinion in clause (c) is subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, fraudulent transfer and conveyance and similar laws relating to or affecting the rights and remedies of creditors generally, and (ii) principles of equity (regardless whether considered and applied in proceeding in equity or at law).

The opinions expressed in this letter are given solely for the benefit of Wheelabrator Bridgeport, L.P., its successors and assigns, and its and their respective counsel solely in connection with the transactions contemplated by the ILA. The opinions expressed in this letter may not be copies or relied upon, in whole or in part for any other purpose or relied upon by any other person, firm or corporation for any purpose, without my prior written consent.

Stanton H. Lesser
Town Attorney
Town of Fairfield

cc: Edward Bowman

City of Milford, Connecticut

OFFICE OF THE CITY ATTORNEY
CITY HALL
110 RIVER STREET
MILFORD, CONNECTICUT 06460

Telephone
(203) 783-3250

Telecopy
(203) 876-1358

Jonathan D. Berchem, City Attorney
Debra S. Kelly, Assistant City Attorney
Matthew B. Woods, Trial Counsel

June 27, 2014

Wheelabrator Bridgeport, L.P.
c/o Wheelabrator Technologies, Inc.
4 Liberty Lane West
Hampton, New Hamsphire 03842

Attention: General Counsel

RE: **Interlocal Agreement executed by the City of Milford June 27 2014 (the "ILA")**

Dear Sir or Madam:

This firm serves as legal counsel to the City of Milford (the "Contracting Community"). We have examined the ILA between the Contracting Community and the Connecticut municipalities who are party thereto (each, an "ILA Counterparty").

The Contracting Community has requested that we render this opinion in connection with the Contracting Community's execution and delivery of the ILA.

In connection with this opinion, we have examined (and rely upon for purposes of this opinion) a certified copy of the minutes of the Board of Aldermen dated December 2, 2013, authorizing the execution and delivery of the ILA. We have also examined the charter, by-Laws and other enabling statutes, regulations and ordinances of the Contracting Community and of the State of Connecticut applicable to the authorization and execution of the ILA, all as presently in effect.

With respect to all documents examined by us, we have assumed the genuineness of all signatures (other than those on behalf of the Contracting Community), the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies or forms, and the legal capacity of all natural persons.

Based upon the foregoing, and subject to the assumptions, qualifications and limitations set forth in this opinion letter, we are of the opinion that (a) the Contracting Community has all requisite power and authority to enter into the ILA, (b) the ILA has been duly and validly authorized, executed, and delivered by the Municipality; and (c) theILA constitutes a valid and

binding obligation of the Contracting Community, and is enforceable against the Contracting Community in accordance with its terms.

A. For purposes of this opinion letter, we have assumed that (i) each of the ILA Counterparties has all requisite power and authority and has taken all necessary action to authorize, execute, deliver and perform the ILA and (ii) the ILA constitutes a valid and binding obligation of each ILA Counterparty, and is enforceable against such ILA Counterparty in accordance with its terms.

B. The opinion in clause (c) is subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, fraudulent transfer and conveyance and similar laws relating to or affecting the rights and remedies of creditors generally, and (ii) principles of equity (regardless whether considered and applied in proceeding in equity or at law).

The opinions expressed in this letter are given solely for the benefit of Wheelabrator Bridgeport, L.P., its successors and assigns, and its and their respective counsel solely in connection with the transactions contemplated by the ILA. The opinions expressed in this letter may not be copied or relied upon, in whole or in part for any other purpose or relied upon by any other person, firm or corporation for any purpose, without our prior written consent.

Very truly yours,

JONATHAN D. BERCHEM
CITY ATTORNEY

JDB/tjw

TELEPHONE: (203) 268-6772
FAX: (203) 459-1077
E-MAIL: JOHNFRACASSINI@AOL.COM

JOHN P. FRACASSINI
ATTORNEY AT LAW

188 MAIN STREET, SUITE F
MONROE, CT 06468

October 20, 2014

Wheelabrator Bridgeport, L.P.
c/o Wheelabrator Technologies Inc.
4 Liberty Lane West
Hampton, New Hampshire 03842
Attn: General Counsel

Re: Greater Bridgeport Regional Solid Waste Interlocal Agreement by the Town of Monroe on October 14, 2014 (the "ILA")

Ladies and Gentlemen:

I serve as legal counsel to the Town of Monroe (the "Contracting Community"). I have examined the ILA between the Contracting Community and the Connecticut municipalities who are party thereto (each, an "ILA Counterparty").

The Contracting Community has requested that I render this opinion in connection with the Contracting Community's execution and delivery of the ILA.

In connection with this opinion, I have examined (and rely upon for purposes of this opinion) minutes of the Town Council of Monroe, acting as the Town's legislative body, dated October 14, 2014. The minutes indicate that the Town Council unanimously approved the authorization of the Town of Monroe's entry into the "committee" of towns described in the Greater Bridgeport Regional Solid Waste Agreement. The minutes indicate that a draft copy of the ILA was attached.

I have also examined the Charter of the Town of Monroe along with the general statutes of the State of Connecticut applicable to the authorization and execution of the ILA, all as presently in effect.

With respect to all documents examined by myself, I have assumed the genuineness of all signatures (other than those on behalf of the Contracting Community and the legal capacity of all natural persons.

Based upon the foregoing, and subject to the assumptions, qualifications and limitations set forth in this opinion letter, I am of the opinion that (a) the Contracting Community has all requisite power and authority to enter into the ILA, (b) the ILA has been duly and validly authorized, executed and delivered by the Contracting Community; and (c) the ILA constitutes a valid and binding obligation of the Contracting Community in accordance with its terms.

A. For the purposes of this opinion letter, I have assumed that (i) each of the ILA Counterparties has all requisite power and authority and has taken all nece4ssary action to authorize, execute, deliver and perform the ILA and (ii) the ILA constitutes a valid and binding obligation of each ILA Counterparty, and is enforceable against such ILA Counterparty in accordance with its terms.

B. The opinion in clause (c) is subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, fraudulent transfer and conveyance and similar laws relating to or affecting the rights and remedies of creditors generally, and (ii) principles of equity (regardless whether considered and applied in proceeding in equity or at law).

The opinions expressed in this letter are given solely for the benefit of Wheelabrator Bridgeport, L.P., its successors and assigns, and its and their respective counsel solely in connection with the transactions contemplated by the ILA. The opinions expressed in this letter may not be copied or relied upon, in whole or in part for any other purpose or relied upon by any other person, firm or corporation for any purpose, without my prior written consent.

By: _____
John P. Fracassini
Town Attorney for Monroe

cc: Stephen J. Vavrek, First Selectman

INTERLOCAL AGREEMENT EXECUTED BY THE TOWN OF STRATFORD
ON JULY 28, 2014 (THE "ILA")

Ladies and Gentlemen:

I serve as legal counsel to the Town of Stratford (the "Contracting Community"). I have examined the ILA between the Contracting Community and the Connecticut municipalities who are party thereto (each, an "ILA Counterparty").

The Contracting Community has requested that I render this opinion in connection with the Contracting Community's execution and delivery of the ILA.

In connection with this opinion, I have examined (and rely upon for purposes of this opinion) a certified copy of the Minutes of the Town Council, dated July 28, 2014, authorizing the execution and delivery of the ILA. I have also examined the Charter, By-Laws and other enabling statutes, regulations and ordinances of the Contracting Community and of the State of Connecticut applicable to the authorization and execution of the ILA, all as presently in effect.

With respect to all documents examined by me, I have assumed the genuineness of all signatures (other than those on behalf of the Contracting Community), the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as certified or photostatic copies or forms, and the legal capacity of all natural persons.

Based upon the foregoing, and subject to the assumptions, qualifications and limitations set forth in this opinion letter, I am of the opinion that (a) the Contracting Community has all requisite power and authority to enter into the ILA, (b) the ILA has been duly and validly authorized, executed, and delivered by the Municipality; and (c) the ILA constitutes a valid and binding obligation of the Contracting Community, and is enforceable against the Contracting Community in accordance with its terms.

A. For purposes of this opinion letter, I have assumed that (i) each of the ILA Counterparties has all requisite power and authority and has taken all necessary action to authorize, execute, deliver and perform the ILA; and (ii) the ILA constitutes a valid and binding obligation of each ILA Counterparty, and is enforceable against such ILA Counterparty in accordance with its terms.

B. The opinion in clause (c) is subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, fraudulent transfer and conveyance and similar laws relating to or affecting the rights and remedies of creditors generally, and (ii) principles of equity (regardless whether considered and applied in proceeding in equity or at law).

The opinions expressed in this letter are given solely for the benefit of Wheelabrator Bridgeport, L.P., its successors and assigns, and its and their respective counsel solely in connection with the transactions contemplated by the ILA. The opinions expressed in this letter may not be copied or relied upon, in whole or in part for any other purpose or relied upon by any other person, firm or corporation for any purpose, without our prior written consent.

TOWN OF STRATFORD,

BY: _____

JOHN A. FLOREK
Its Assistant Town Attorney

OWENS, SCHINE & NICOLA, P.C.
ATTORNEYS AND COUNSELORS AT LAW

Founded 1928

HOWARD T. OWENS (1926-1986)
EDWARD SCHINE (1928-1983)

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HENRY A. PERLES *
JOSEPH A. SICILIANO
EDWARD V. WALSH**

*ALSO ADMITTED IN NY
**ALSO ADMITTED IN NY AND MA

August 25, 2014

Wheelabrator Bridgeport, L.P.
4 Liberty Lane West
Hampton, NH 03842

RE: GREATER BRIDGEPORT REGIONAL SOLID WASTE INTERLOCAL AGREEMENT EXECUTED BY THE TOWN OF TRUMBULL ON JUNE 27, 2014 ("ILA")

Dear Sir or Madame:

I serve as legal counsel to the Town of Trumbull (the "Contracting Community"). I have examined the ILA between the Contracting Community and the Connecticut municipalities who are party thereto (each, an "ILA Counterparty").

The Contracting Community has requested that I render this opinion in connection with the Contracting Community's execution and delivery of the ILA.

In connection with this opinion, I have examined (and rely upon for purposes of this opinion) a certified copy of the Minutes of the Town Council, dated December 17, 2014, authorizing the execution and delivery of the ILA. I have also examined the Charter, By-Laws and other enabling statutes, regulations and ordinances of the Contracting Community and of the State of Connecticut applicable to the authorization and execution of the ILA, all as presently in effect.

With respect to all documents examined by me, I have assumed the genuineness of all signatures (other than those on behalf of the Contracting Community), the authenticity of all documents submitted to me as originals, the conformity to original documents submitted to me as certified or photostatic copies or forms, and the legal capacity of all natural persons.

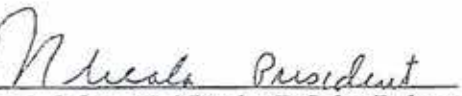
Based upon the foregoing, and subject to the assumptions, qualifications and limitations set forth in this opinion letter, I am of the opinion that (a) the Contracting Community has all requisite

power and authority to enter into the ILA, (b) the ILA has been duly and validly authorized, executed, and delivered by the Municipality; and (c) the ILA constitutes a valid and binding obligation of the Contracting Community, and is enforceable against the Contracting Community in accordance with its terms.

A. For purposes of this opinion letter, I have assumed that (i) each of the ILA Counterparties has all requisite power and authority and has taken all necessary action to authorize, execute and perform the ILA; and (ii) the ILA constitutes a valid and binding obligation of each ILA Counterparty, and is enforceable against such ILA Counterparty in accordance with its terms.

B. The opinion in clause (c) is subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, fraudulent transfer and conveyance and similar laws relating to or affecting the rights and remedies of creditors generally, and (ii) principles of equity (regardless whether considered and applied in proceeding in equity or at law).

The opinions expressed in this letter are given solely for the benefit of Wheelabrator Bridgeport, L.P., its successors and assigns, and its and their respective counsel solely in connection with the transactions contemplated by the ILA. The opinions expressed in this letter may not be copied or relied upon, in whole or in part for any other purposes or relied upon by any other person, firm or corporation for any purpose, without our prior written consent.

By: 

Owens, Schine & Nicola, P.C. by Robert J. Nicola, its President, duly authorized

BERCHEM, MOSES & DEVLIN, P.C.

ATTORNEYS & COUNSELORS AT LAW

July 21, 2014

PLEASE REPLY TO WESTPORT OFFICE

Wheelabrator Bridgeport, L.P.,
c/o Wheelabrator Technologies Inc.
4 Liberty Lane West
Hampton, New Hampshire 03842
Attn: General Counsel

RE: Greater Bridgeport Regional Solid Waste Interlocal Agreement executed by the Town of Westport on June 27, 2014 (the "ILA")

Ladies and Gentlemen:

This firm serves as legal counsel to the Town of Westport (the "Contracting Community"). We have examined the ILA between the Contracting Community and the Connecticut municipalities who are party thereto (each, an "ILA Counterparty").

The Contracting Community has requested that we render this opinion in connection with the Contracting Community's execution and delivery of the ILA.

In connection with this opinion, we have examined (and rely upon for purposes of this opinion) a certified copy of the minutes of the Representative Town Meeting dated February 4, 2014, ratifying the ILA and authorizing the First Selectman to execute the ILA on behalf of the Town.

We have also examined the ordinances and Charter of the Town of Westport, along with the general statutes of the State of Connecticut applicable to the authorization and execution of the ILA, all as presently in effect.

With respect to all documents examined by us, we have assumed the genuineness of all signatures (other than those on behalf of the Contracting Community), the authenticity of all documents submitted to us as originals, and the legal capacity of all natural persons.

Based upon the foregoing, and subject to the assumptions, qualifications and limitations set forth in this opinion letter, we are of the opinion that (a) the Contracting Community has all requisite power and authority to enter into the ILA, (b) the ILA has been duly and validly authorized, executed, and delivered by the Municipality; and (c) the ILA constitutes a valid and binding obligation of the Contracting Community, and is enforceable against the Contracting Community in accordance with its terms.

A. For purposes of this opinion letter, we have assumed that (i) each of the ILA Counterparties has all requisite power and authority and has taken all necessary action to authorize, execute, deliver and perform the ILA and (ii) the ILA constitutes a valid and binding obligation of each ILA Counterparty, and is enforceable against such ILA Counterparty in accordance with its terms.

B. The opinion in clause (c) is subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, fraudulent transfer and conveyance and similar laws relating to or affecting the rights and remedies of creditors generally, and (ii) principles of equity (regardless whether considered and applied in proceeding in equity or at law).

The opinions expressed in this letter are given solely for the benefit of Wheelabrator Bridgeport, L.P., its successors and assigns, and its and their respective counsel solely in connection with the transactions contemplated by the ILA. The opinions expressed in this letter may not be copied or relied upon, in whole or in part for any other purpose or relied upon by any other person, firm or corporation for any purpose, without our prior written consent.

Berchem, Moses & Devlin P.C.

By Gail Kelly

cc: James S. Marpe, First Selectman

Telephone 203 333-1177
Facsimile 203 384-9832

Law Offices

Weinstein, Weiner, Ignal, Napolitano & Shapiro, P.C.

350 Fairfield Avenue
Bridgeport, Connecticut 06604

P.O. Box 9177
Bridgeport, Connecticut 06601

Howard Evan Ignal
Gerald T. Weiner
Roberta Napolitano
Richard J. Shapiro
Judith A. Mauzaka

Burton M. Weinstein
Of Counsel

July 31, 2014

Wheelabrator Bridgeport, L.P.
6 Howard Avenue
Bridgeport, CT 06605

RE: **Interlocal Agreement executed by the Town of Woodbridge on July 1, ,2014 (the "ILA")**

Ladies and Gentlemen:

This firm serves as legal counsel to the Town of Woodbridge (the "Contracting Community"). We have examined the ILA between the Contracting Community and the Connecticut municipalities who are party thereto (each, an "ILA Counterparty").

The Contracting Community has requested that we render this opinion in connection with the Contracting Community's execution and delivery of the ILA.

In connection with this opinion, we have examined (and rely upon for purposes of this opinion) a certified copy of the minutes of the Board of Selectmen dated April 9, 2014, authorizing the execution and delivery of the ILA. We have also examined the Charter as presently in effect.

With respect to all documents examined by us, we have assumed the genuineness of all signatures (other than those on behalf of the Contracting Community), the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies or forms, and the legal capacity of all natural persons.

Based upon the foregoing, and subject to the assumptions, qualifications and limitations set forth in this opinion letter, we are of the opinion that (a) the Contracting Community has all requisite power and authority to enter into the ILA, (b) the ILA has been duly and validly authorized, executed, and delivered by the Municipality; and (c) the ILA constitutes a valid and binding obligation of the Contracting Community.

A. For purposes of this opinion letter, we have assumed that (i) each of the ILA Counterparties has all requisite power and authority and has taken all necessary action to authorize, execute, deliver and perform the ILA and (ii) the ILA constitutes a valid and binding obligation of each ILA Counterparty, and is enforceable against such ILA Counterparty in accordance with its terms.

B. The opinion in clause (c) is subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, fraudulent transfer and conveyance and similar laws relating to or affecting the rights and remedies of creditors generally, and (ii) principles of equity (regardless whether considered and applied in proceeding in equity or at law).

The opinions expressed in this letter are given solely for the benefit of Wheelabrator Bridgeport, L.P., its successors and assigns, and its and their respective counsel solely in connection with the transactions contemplated by the ILA. The opinions expressed in this letter may not be copied or relied upon, in whole or in part for any other purpose or relied upon by any other person, firm or corporation for any purpose, without our prior written consent.

Gerald T. Weiner
GTW/nch

Wheelabrator Technologies Inc.
A Waste Management Company
4 Liberty Lane West
Hampton, NH 03842

June 26, 2014

Greater Bridgeport Regional Solid Waste Interlocal Committee
c/o City of Bridgeport
City Hall
Room 204
45 Lyon Terrace
Bridgeport, Connecticut 06004
Attention: Mayor

Re: Solid Waste Disposal Agreement, dated as of June 26, 2014, between the Greater Bridgeport Regional Solid Waste Interlocal Committee ("GBRSWIC") and Wheelabrator Bridgeport, L.P. (the "Disposal Agreement")

Ladies and Gentlemen:

I am a Vice President and General Counsel of Wheelabrator Technologies Inc., a Delaware corporation, and the indirect parent company of the partners of Wheelabrator Bridgeport, L.P., a Delaware limited partnership ("Wheelabrator"). This opinion is being rendered to you at the request of Wheelabrator in connection with the execution and delivery of the Disposal Agreement by Wheelabrator.

In my role as such counsel, I have examined the Disposal Agreement. I have also relied upon the originals, or copies certified or otherwise identified to my satisfaction, of other records, documents, certificates, or other instruments, and I have investigated such matters of law, as in my judgment are necessary or appropriate to enable me to render the opinions expressed below. As to various questions of fact material to my opinion, I have relied upon statements of fact contained in the documents I have examined or made available to me by officers of Wheelabrator who by reason of their positions would be expected to have knowledge of such facts.

Other than as expressly set forth herein, I have made no inquiry or investigation with respect to any factual matters relating to the opinions set forth herein. Wherever the phrase "to my knowledge," or any similar phrase, qualifies all or a portion of an opinion herein, such phrase means that, with no independent investigation on my part, other than a review of the Disposal Agreement, I have no actual knowledge of the inaccuracy, as to such factual matters, of the opinion or portion thereof so qualified.

Based on and subject to the foregoing and the assumptions and qualifications hereinafter set forth, I am of the opinion that, on the date hereof (a) Wheelabrator has all requisite power and

authority to enter into the Disposal Agreement; (b) the Disposal Agreement has been duly and validly authorized, executed, and delivered by Wheelabrator; and (c) the Disposal Agreement constitutes a valid and binding obligation of Wheelabrator, and is enforceable against Wheelabrator in accordance with its terms.

For purposes of this opinion letter, I have assumed that (i) the GBRSWIC has all requisite power and authority and has taken all necessary action to authorize, execute, deliver and perform the Disposal Agreement and (ii) the Disposal Agreement constitutes a valid and binding obligation of GBRSWIC, and is enforceable against the GBRSWIC in accordance with its terms. My opinion concerning the validity, binding effect and enforceability of the Disposal Agreement does not mean that any particular remedy is available upon a material default or will be upheld or enforced in every circumstance by a court. Furthermore, my opinion regarding the validity, binding effect and enforceability of the Disposal Agreement may be limited or otherwise affected by (i) bankruptcy, insolvency, rehabilitation, liquidation, conservation, dissolution, reorganization, moratorium or other statutes, rules, regulations or other laws affecting the enforcement of creditors' right generally; and (ii) general principles of equity (whether considered in a proceeding at law or in equity) and the exercise of equitable powers (including without limitation injunctive relief) by a court of competent jurisdiction, including without limitation, the unavailability of or limitation on the availability of a particular right or remedy because of an equitable principle or a requirement as to commercial reasonableness, unconscionability, good faith or other matters of public policy.

I express no opinion as to the applicability, binding effect or enforceability of (1) provisions that purport to restrict access to legal or equitable remedies or defenses; (2) provisions that purport to establish evidentiary standards in suits or proceedings to enforce the Disposal Agreement or evidentiary standards relating to the powers granted thereunder; (3) provisions to the effect that failure to exercise, or delay in exercising, rights or remedies will not operate as a waiver of any such right or remedy; (4) disclaimers, liability limitations with respect to third parties, liquidated damages provisions, provisions that purport to waive or affect any right to notices, legal or equitable defenses, trial by jury, statutes of limitation or other benefits that cannot be waived under applicable law or that purport to allow severability of portions of the Disposal Agreement, (5) provisions purporting to release a party from, or to indemnify a party against, liability for its own wrongful, reckless, willful, unlawful or negligent acts; (6) provisions that involve a covenant by a party to take actions, the taking of which is discretionary with or subject to the approval of a third party or which is otherwise subject to a contingency, the fulfillment of which is not within the control of the party so covenanting; (7) provisions that relate to subrogation rights, delay or omissions of enforcement of indemnity or survival; (8) provisions that purport to require a waiver of any obligations of good faith, fair dealing, diligence and reasonableness or of unmatured rights; (9) provisions that specify that provisions of the Disposal Agreement may be waived only in writing; (10) provisions that purport to establish rules for procedure in civil actions, including acceptance of service of process by mail or other means; (11) provisions that purport to allow any party to enforce provisions of agreements to which they are not a party or a third party beneficiary or otherwise; and (12) provisions that relate to the parties respective tax liabilities, obligations or responsibilities.

I am admitted to the bar in the Commonwealth of Massachusetts and therefore I express no opinion as to the laws of any jurisdiction other than the laws of Commonwealth of Massachusetts, the General Corporate Law of the State of Delaware and the laws of the United States of America. I note that the Disposal Agreement purports to be governed by the laws of the State of Connecticut. For purposes of this opinion I have assumed (but do not opine) that the laws of the State of Connecticut are the same as the laws of the Commonwealth of Massachusetts. Notwithstanding the foregoing, the opinions contained herein shall not be construed as expressing any opinion regarding local statutes, ordinances, administrative decisions or regarding rules and regulations of counties, towns, municipalities or special political subdivisions (whether created or enabled through legislative action at the state or regional level), or regarding judicial decisions to the extent they relate to the foregoing.

The opinions set forth above are rendered solely as of the date hereof and relate solely to the transactions described herein. I disclaim any duty or obligation to advise you (or any other party) with respect to any matters discovered or brought to my attention after the date hereof.

This opinion is provided solely for the benefit of the addressee of this opinion, in connection with the transaction described herein. This opinion may not be relied upon by or disclosed to anyone else or used for any other purpose, without my prior written consent.

Very truly yours,

WHEELABRATOR TECHNOLOGIES INC.

Michael O'Friel
Vice President, General Counsel

Whittlesey Assessment Status Report

As of April 18, 2024

Phase	Key Issues	Status	
Phase 1			
Wrap-up of 3 IT and 1 overall without IT reports	Areas of vulnerability moved to Phase 2 or later	100%	
Phase 2			
Governance	Charter revisions, appointed positions, involvement of City and Council, skillsets/training of board members.	85%	**Fieldwork completed, reviewing and writing up summary of observations. Wrap to commence now that tax season is completed as Senior tax manager was used for this section. Plan to get this over to the MARB staff for review by May 3rd.**
Grants	Consolidation of compliance to grants, staffing, reconciliation/drawdowns of grants and close out of grants. ARPA - due diligence in selection of projects and presentation of data to be able to best understand what remains and what has been committed and what obstacles are in place to potentially prevent a project from moving forward.	75%	**Awaiting further analysis from BOE, it has been difficult to obtain info. This was put on hold by the BOE until they complete the 2023 audit.**
Hiring/Onboarding -	Hiring qualifications, centralized onboarding and offboarding.	95%	**Fieldwork completed, have written up summary of observations. Will be sending over early next week to setup a meeting with MARB staff to go over.**
(Evaluation of qualified/expertise of existing staffing carried over from phase 1)	Listing of positions that have been filed in the past	95%	
Understanding workers' compensation (carried over from phase 1)		35%	**Have not received WC claim activity for 2023 after repeated requests. Requested again 03-4-24. WPC received WC claim info and had a call to discuss. WPC to use Matt Burry an auditor to carry out testing. WC claims are done one way for all employees other than publich safety.**
Data Analysis	Following of procurement policies and procedures.	100%	**Info has been sent over to MARB staff to setup a meeting to discuss together.**
Phase 2 Report			On hold until the above are completed
Phase 3			
Internal Control Walkthroughs			
Cash receipts		25%	**Kickoff meeting was held with OPM Staff to plan and then with City's Finance Director. Meetings with those responsible for significant transaction cycles have been scheduled and several of them have taken place.**
Risk management		5%	**WPC has discussed this sections internaly and will be moving forward with setting up a meetings at West Haven.**
Legal transactions related to purchases/sales		5%	
Review tax filings to determine required filings are completed/timely	1099s not completed for 2023, significant dollar amount transactions to escheated but account is not properly reconciled.	25%	**Kickoff meeting was held with OPM Staff to plan and then with David Taylor. Meetings with those responsible for significant transaction cycles was put on hold**
Evaluate Organizational Structure/Staff Functional Roles/Approval Authority - Finance/HR (City and BOE)		0%	
(Understand who does what and how department is structured)		0%	
Phase 3 Report			
Phase 4			
Recommendations for internal audit function			
Documented workflow of internal control processes of essential components			
Follow-up testing			
Phase 4 Report			

WEST HAVEN FINANCE MANAGER STATUS
AS OF MAY 10, 2024

protiviti® GOVERNMENT SERVICES
Face the Future with Confidence
A ROBERT HALF COMPANY

	Objective	Accomplishments	Next Steps
Audit	Assist the City to become current on financial statement audits through FY24 while resolving prior year audit findings	• Continued to track and update prior year audit for remediation • Obtained draft FY23 single audit report • Held introductory session with new Finance Director to align on upcoming initiatives and audit status	• Continue to assist and track progress of implementation of corrective action plans to remediate prior year audit findings including review of findings with the new Finance Director • Support FY23 audit through completion as needed • Plan for FY24 audit
Payroll	Improve the payroll process including remediation of observations identified by external audit and Whittlesey	• Provided documentation and held introductory session with new Payroll Manager	• Confirm areas of support with new Payroll Manager including ADP changes and procedure development
Process Documentation and Improvement	Identify general process improvement opportunities and further formalize processes via policies and procedures	• Drafted payment procedures and procurement policy • Held introductory session with new Procurement hire	• Incorporate feedback from working session on procurement enhancements for policy updates • Continue developing policies and procedures in line with best practices