

MEMORANDUM

TO: Gerry Daley
Phillip Pessina

FROM: Mayor Ben Florsheim, President

DATE: March 19, 2025

**THERE WILL BE A SPECIAL MEETING VIA WEBEX OF THE
EASTERN CONNECTICUT RESOURCE RECOVERY AUTHORITY
On
Tuesday, March 25, 2025 at 5:00 P.M.**

Meeting Link:

<https://middletownct.webex.com/middletownct/j.php?MTID=mf463aa6764cc7ea00fa91edeb8f05997>

Meeting number (access code): 2330 447 0403

Meeting password: uR8fmhzMZ77

Join by phone

+1-408-418-9388 United States Toll

Access code: 2330 447 0403

1. Open Session
2. Minutes
3. Quarterly Results
4. Invoices
5. Draft ECRRA Mission Statement
6. Independent Plant Assessment Contract
7. Lynch Contract Update
8. Adjourn

Eastern Connecticut Resource Recovery Authority
Special Meeting via WebEx
December 19, 2024

Meeting Called to Order The meeting was officially called to order at 5:12 p.m.

Members Present Gerry Daley; Phil Pessina; Stephen Lynch

Members Absent Mayor Ben Florsheim

Also Present Caroline Lynch, R.S. Lynch & Company

Public Members None

Minutes — On motion of G. Daley, seconded by P. Pessina, the minutes of the meeting held on October 10, 2024 were unanimously approved.

Quarterly Results — Mr. Lynch reviewed the quarterly results for October and November. Tonnages are right on budget which means that royalties are on budget as well.

Invoices — Mr. Lynch reviewed the invoices issued and received by ECRRA. Mr. Lynch reviewed his quarterly bill for October, November and December of 2024 totaling \$19,362. On motion of P. Pessina, seconded by G. Daley, it was unanimously approved to pay the amount of \$19,362 to R.S. Lynch & Company.

Independent Plant Assessment — Mr. Lynch discussed hiring an independent consultant to evaluate the physical condition of the Lisbon Plant. He stated that the last evaluation had been conducted in 2019 and he is recommending that another one be performed now. Mr. Lynch will reach out to HDR, the Engineering firm that ECRRA used in 2019.

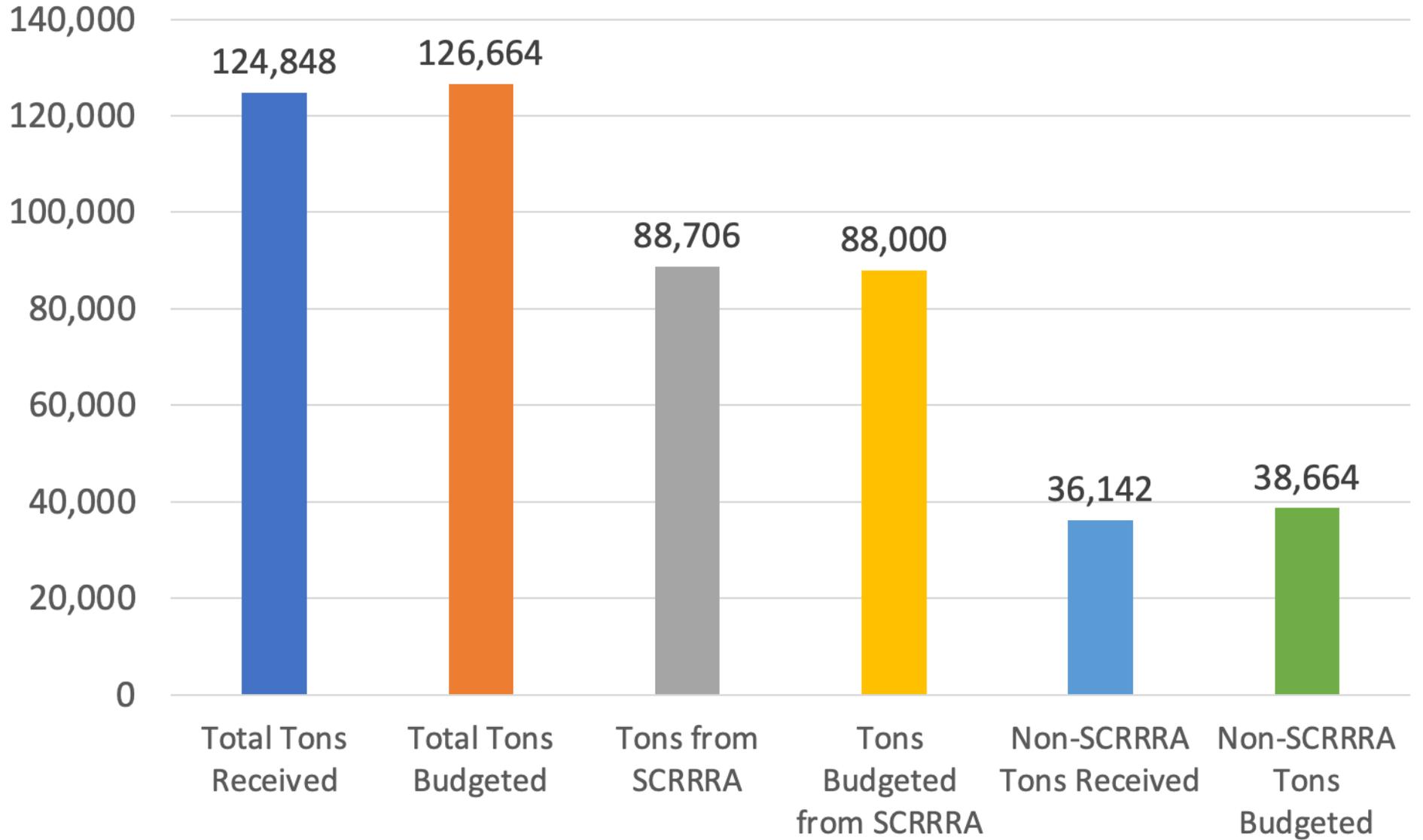
Draft ECRRA Mission Statement — The draft mission statement was reviewed. Mr. Daley recommended waiting to approve the statement until the Mayor has had a chance to review and comment on it. On motion of G. Daley, seconded by P. Pessina, action on the mission statement was postponed until the next meeting.

Adjournment — It was unanimously approved to adjourn the meeting at 5:30 p.m.

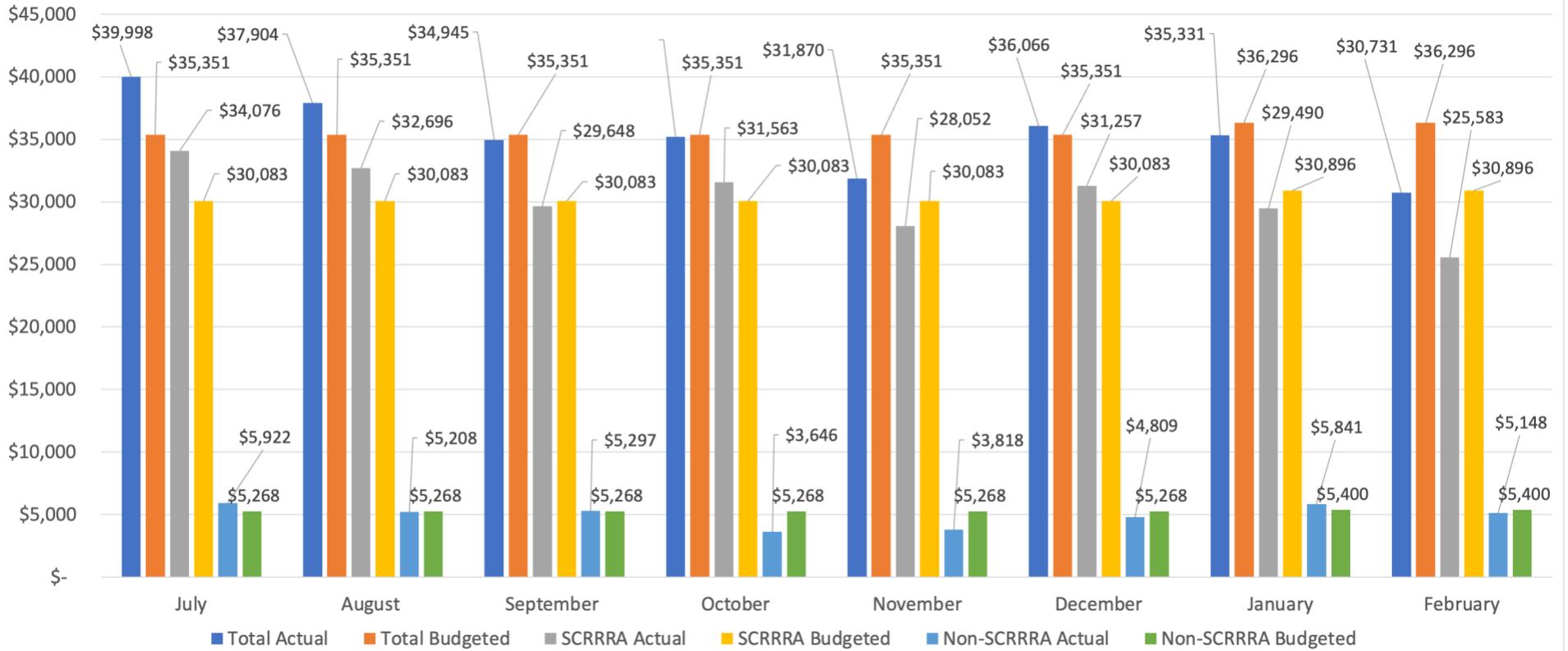
ECRRA Tonnage Report



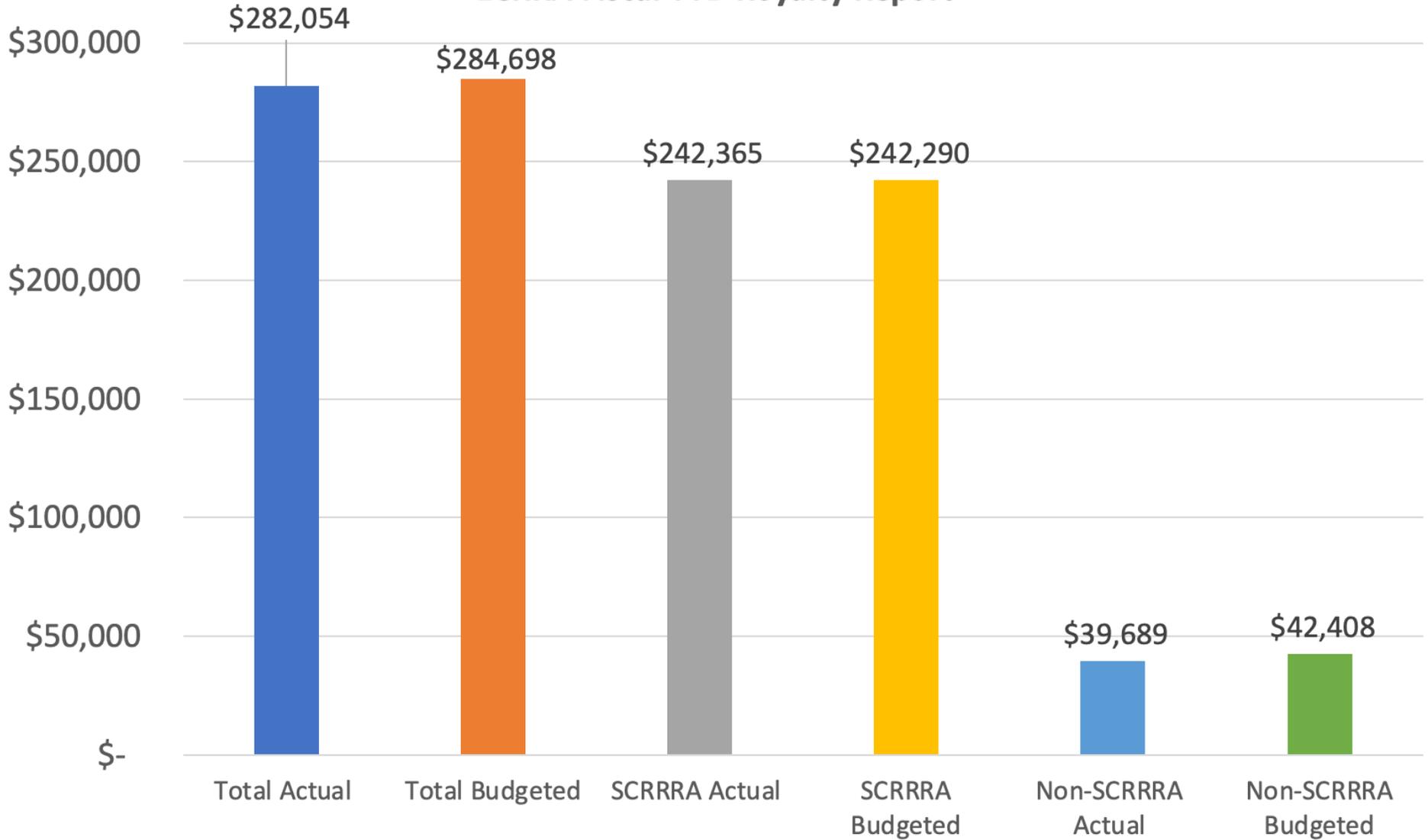
ECRRA Fiscal YTD Tonnage Report



ECRRA Royalty Report



ECRRA Fiscal YTD Royalty Report



ECRRA INVOICES UNDER NEW 10-YR. CONTRACTS

Prepared By: R. S. Lynch & Co., Inc.
3/19/25

ROYALTY INVOICES ISSUED BY ECRRA

8/4/24	SCRRRA	July Waste Royalties	admin	SCRRRA Tons	Non SCRRRA Tons		\$13,706.00	emailed on 8/4/24	\$26,857 received on 10/2/24		
8/4/24	WTI	Royalties plus Admin =	\$8,077.00	\$20,370.00	\$5,922.00		\$34,369.00	emailed on 8/4/24	34,368 received on 8/8/24		
9/4/24	SCRRRA	Aug. Waste Royalties	admin	SCRRRA Tons	Non SCRRRA Tons		\$13,151.00	emailed on 9/4/24	\$26,857 received on 10/2/24		
9/4/24	WTI	Royalties plus Admin =	\$8,077.00	\$19,545.00	\$5,208.00		\$32,830.00	emailed on 9/4/24	\$32,830 received on 9/12/24		
10/3/24	SCRRRA	Sept. Waste Royalties	admin	SCRRRA Tons	Non SCRRRA Tons		\$11,925.00	emailed on 10/3/24	\$24,620 received on 1/22/25*		
10/3/24	WTI	Royalties plus Admin =	\$8,077.00	\$17,723.00	\$5,297.00		\$31,097.00	emailed on 10/3/24	\$31,571 received on 10/10/24		
11/6/24	SCRRRA	Oct. Waste Royalties	admin	SCRRRA Tons	Non SCRRRA Tons		\$12,695.00	emailed on 11/6/24	\$24,620 received on 1/22/25*		
11/6/24	WTI	Royalties plus Admin =	\$8,077.00	\$18,868.00	\$3,646.00		\$30,591.00	emailed on 11/6/24	\$30,591 received on 11/14 and 11/21/24		
12/4/24	SCRRRA	Nov. Waste Royalties	admin	SCRRRA Tons	Non SCRRRA Tons		\$11,283.00	emailed on 12/4/24			
12/4/24	WTI	Royalties plus Admin =	\$8,077.00	\$16,769.00	\$3,818.00		\$28,664.00	emailed on 12/4/24	\$28,664.00 received on 12/12/24		
1/3/25	SCRRRA	Dec. Waste Royalties	admin	SCRRRA Tons	Non SCRRRA Tons	\$23,855.00	\$12,572.00	emailed on 1/3/25	will pay on March 3/7/25	Chris Roman	3/6/25
1/3/25	WTI	Royalties plus Admin =	\$8,077.00	\$18,685.00	\$4,809.00		\$31,571.00	emailed on 1/3/25	\$31,571.00 received on 1/9/25		
2/5/25	SCRRRA	Jan. Waste Royalties	admin	SCRRRA Tons	Non SCRRRA Tons		\$11,881.00	emailed on 2/5/25			
2/5/25	WTI	Royalties plus Admin =	\$8,279.00	\$17,609.00	\$5,841.00		\$31,729.00	emailed on 2/5/25	31,729 received on 3/7/25		
3/5/25	SCRRRA	Feb. Waste Royalties	admin	SCRRRA Tons	Non SCRRRA Tons		\$10,665.00	emailed on 2/5/25			
3/5/25	WTI	Royalties plus Admin =	\$8,279.00	\$14,918.00	\$5,148.00		\$28,345.00	emailed on 2/5/25	\$28,345.00 received on 3/7/25		

OTHER INVOICES ISSUED BY ECRRA

2/6/25	RECs						\$100,000.00	emailed on 2/6/25	\$100,000 received on 3/7/25		
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INVOICES RECEIVED BY ECRRA

Received Date	From:	For:	Status:
10/10/24	RSLCO*	July, Aug. Sept. 2024 Admin Fee	\$19,362.00 paid 10/15/24
12/19/24	RSLCO*	Oct., Nov., Dec., 2024 Admin Fee	\$19,362.00 paid 2/18/25
3/25/25	RSLCO*	Jan., Feb., March 2025 Admin Fee	\$19,362.00
2/14/25	City of Middletown	* funded by Win-Waste payments to ECRRA	\$12,500.00

DRAFT

ECRRA MISSION STATEMENT

1. Function as a Regional Resource Recovery Authority pursuant to the provisions of sections 7-273aa to 7-273oo of the Connecticut General Statutes and exercise the powers and duties set forth therein.
2. Preserve the long-term functionality and value of its facilities by conducting periodic 3rd party facility inspections, and maintaining adequate financial resources to cover near term and long term anticipated and potential major equipment repair and replacement costs and potential Change of Law requirements (Capital Reserve Fund).
3. Maximize the facilities' net revenues by monitoring strategic opportunities and threats, strategically deploying cash balances in excess of the Capital Reserve Fund, if any, when possible and beneficial for ECRRA, and structuring and restructuring 3rd party contracts when possible.
4. Utilize cash balances in excess of the Capital Reserve Fund, if any, to offer/provide low cost and environmentally sound waste disposal to Middletown, other CT municipalities, and/or private waste haulers serving CT municipalities.
5. Facilitate innovations in waste management that represent improvements in economic and environmental performance, when possible, without putting ECRRA's assets at risk.

MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____

THIS AGREEMENT is made as of this _____ day of _____, 2025, between Eastern Connecticut Resource Recovery Authority (ECRRA), hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER" or "CONSULTANT," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

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

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." Task Order No. 1 is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in specifically for each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER’s Services shall be in accordance with the specific terms and rates described of each individual Task Order, and in accordance with paragraph 11 of the attached HDR Engineering, Inc. Terms and Conditions.

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

“OWNER”

BY: Eastern Connecticut Resource
Recovery Authority

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
“ENGINEER”

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

EXHIBIT A

TASK ORDER NO. 1

This Task Order pertains to an Agreement by and between Eastern Connecticut Resource Recovery Authority, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated _____, 20____, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 1

PROJECT NAME: **LISBON WASTE-TO-ENERGY FACILITY CONDITION ASSESSMENT**

SCOPE OF SERVICES:

Background

The Lisbon Waste-to-Energy Facility (Facility) is located in Lisbon, Connecticut. The Facility is owned by the Eastern Connecticut Resource Recovery Authority (ECRRA) and commenced commercial operations in 1995. The Facility was constructed by Rust International and has been operated by Win Waste (formerly Wheelabrator Technologies, Inc.) since its inception. The Facility processes approximately 500 tons of municipal solid waste per day from residential and commercial operations within Connecticut. The Facility consists of two 250 ton per day, Babcock and Wilcox mass burn refuse boilers. The boilers are waterwall boilers with Von Roll Grate technology and include steam generating banks, superheaters, and economizer bundles. The boilers are designed to produce 65,300 pounds of steam per hour at 885 psig and 830 degrees F.

The steam from the boilers is used to generate up to 16 MW of electricity in one condensing steam turbine. The air pollution control system, designed by Wheelabrator Environmental Systems, includes semi-dry flue gas scrubbers injecting lime for acid gas control, and fabric filter baghouses for particulate control. Emissions are further controlled by a selective non catalytic control system using ammonia for nitrogen oxide (NO_x) control, powdered activated carbon injection system for mercury and dioxin control, and a continuous emissions monitoring (CEM) system. Byproducts from the combustion process include bottom and fly ash. Ferrous metal and other oversized material are recovered from the bottom ash using a grizzly screen. The bottom ash and fly ash streams are combined at the facility and directly loaded into trailers that are hauled to a landfill for disposal.

Currently, the Facility is in Year 5 of a 10-year re-negotiated operating agreement between ECRRA and Win Waste. ECRRA approached HDR Engineering, Inc. (HDR) about performing an independent third-party assessment of the overall condition of the Facility and equipment. This assessment would, in part, provide an update of the condition assessment performed by HDR in late 2018. The overall objective of this Project is to determine the following:

1. Are the operations, maintenance, and replacement regimens currently being followed at the Facility, consistent with WTE industry standards for facilities of similar age and technology;

2. What are the major capital replacement and improvements and associated probable costs, outside of the current routine preventative maintenance and capital replacements regimens required; and,
3. Are the current operations, maintenance, and planned future capital improvements sufficient for safe and reliable long-term (20 yrs+) functionality of the Facility.

Project Approach

HDR's approach to WTE facility condition assessments is based on our understanding of our client's specific needs and concerns. HDR has adapted and applied this approach to dozens of other similar WTE Facility transactions and facility assessments throughout North America; over a dozen in the last five years alone. In addition, HDR will apply our specific past knowledge and experience at the Lisbon WTE Facility to provide a comparison of the key performance indicators and physical condition since 2018. HDR's approach is not static; it recognizes the need for flexibility to assess site-specific challenges and adapt as the project evolves. HDR performs these assessments as an independent third-party, but we also recognize the importance of working closely with the Client's operator (i.e. Win Waste). The following Project Approach lays the framework for performing an independent assessment of the Lisbon WTE Facility.

Task 1: Review of Operating & Maintenance History and Other Pertinent Information

Objective:

Perform a 'desktop' review of available historical and current operations and maintenance data and other pertinent information since our 2018 assessment of the WTE Facility to identify trends or details that may be of concern.

Task 1 Activities:

HDR will perform the following activities:

- A. Prepare and submit a Request for Information (RFI) for a list of documents that should be made available for review. The RFI will include items such as annual reports, monthly operating reports, environmental reports, maintenance outage records, third party reports, and major equipment replacement history and schedules. HDR assumes much of this information will be made available electronically.
- B. Review available operating data to identify trends that will be compared to key performance indicators (or "KPI's") of other WTE industry performance. Some of the KPI's that will be considered, but not necessarily limited to, include: boiler/facility availability; boiler capacity utilization; waste received, processed, rejected, and bypassed; ash generation rates, metals recovery rates; environmental permitting and compliance; electric generation; steam utilization and production rate; turbine generator availability; and turbine-generator steam rate.

- C. Review and trend basic historical steam cycle and boiler efficiencies to assess how efficiently the Facility converts the waste into steam and then how efficiently the steam is used to produce electricity.
- D. Review the outage history of the Facility, with a focus on the scheduled outage scopes of work, "routine" preventative versus life extension maintenance, causes of forced outages, extended downtime, and the type and frequency of repairs.
- E. Review the capital replacement history, the existing capital replacement plan(s), and other plant information and data as available to develop a high-level opinion on the condition of the Facility and equipment, opine on the adequacy of the long-term capital expenditure projections and the "perpetual" operating nature of the assets with proper replacement capital, and to identify equipment or systems that may need attention for ongoing facility operation.
- F. Review observable condition and maintenance history related to structural and building systems (that can be easily accessed) and opine on the capital refurbishment and replacement requirements.
- G. Review the environmental performance of the Facility as it relates to air emissions and ash testing (if applicable) to assess whether the facility is operating within permit requirements. This task will include a high-level review of the operating permits, including a review of limits, consent orders or notice of violations, and permit status.
- H. Review available environmental site investigation information for the site to identify major concerns or potential challenges.

Task 1 Deliverables:

- A. HDR will submit the RFI, requesting information that HDR deems to be pertinent to the review of the Facility, within 5 business days of the Notice to Proceed.

Task 1 Planned Meetings:

- A. HDR has budgeted for up to two (2) one-hour virtual meetings/conference calls to be participated by up to three (3) HDR representatives.

Task 1 Estimated Fee: \$13,624

Task 2: Facility Site Visit

Objectives:

Perform a site visit to perform high-level observations and a walk-down of the Facility, including performing interviews with key operations and maintenance personnel.

Task 2 Activities:

HDR will perform the following activities:

- A. Develop a site-specific RFI and site visit agenda, which will also include a list of important information that could not be provided or shared electronically for the original RFI prepared for Task 1.
- B. HDR will coordinate the schedule of a single full-day site visit to allow for:
 - i. Observations of equipment during normal operations.
 - ii. Meetings with key stakeholders and Facility operations and maintenance personnel.
- C. During the site visit, the general observable condition of the Facility equipment and structures, including but not limited to the following components will be reviewed and documented:
 - 1. MSW Tipping floors
 - 2. Boiler Components
 - a. MSW Feed hoppers and chutes
 - b. Ash Conveyors
 - c. External condition of:
 - i. Waterwall Furnace
 - ii. Convective Zone
 - iii. Superheater
 - iv. Economizer Section
 - d. Air preheater
 - e. Sootblowing System
 - f. Boiler duct casing
 - g. Boiler supports and hangers
 - 3. Air Pollution Control Equipment
 - a. Acid Gas Scrubbers and Associated Systems
 - b. Fabric Filter Baghouse
 - c. Selective Non-Catalytic Reduction (SNCR) System (if applicable)
 - d. Ductwork
 - e. CEMS Equipment
 - f. Fly Ash Handling System
 - 4. Feedwater System
 - 5. Major Pumps
 - a. Boiler Feed Pumps
 - b. Condensate Pumps
 - c. Cooling Water Pumps
 - 6. Major Fans
 - a. Induced Draft Fans
 - b. Forced Draft Fans
 - 7. Combustion Air System (underfire and overfire air)
 - 8. Compressed Air Systems
 - a. Compressors
 - b. Dryers
 - c. Receivers

- d. Piping
 - 9. Cooling Tower
 - 10. Ash Residue Building and Equipment
 - 11. Water Treatment Systems
 - 12. Turbine Generators and ancillary systems
 - 13. Distributed Control Systems
 - 14. Plant Uninterruptable Power Supply (UPS) system.
 - 15. Fire Protection System
 - 16. Main Condenser
 - 17. General Condition of Buildings and Structures
 - 18. Condition of Site/Civil elements (roadways, drainage)
 - 19. Aesthetics/Housekeeping
 - 20. Steam Piping
 - 21. Stack
 - 22. Switchgear/Switchyard
 - 23. MCCs
 - 24. Transformers
- D. Record digital photographic evidence of site observations of key equipment and systems
- E. Conduct informal interviews with the plant manager(s) and other key plant personnel. HDR anticipates that these discussions will take place during a single sit-down meeting with Facility staff on the day of the site visit, and would include but not be limited to the following topics:
 - i. Ascertain the perceived condition of equipment;
 - ii. Discuss plant and equipment maintenance history;
 - iii. Discuss opinions and concerns relative to the current condition of equipment and components; and,
 - iv. Discuss the current capital plan and action plan to address areas of concern or facility issues.

Task 2 Deliverables:

- A. Site-specific RFI and site visit schedule/discussion topics will be developed for the site within five (5) business days receiving confirmation from ECRRA and Win Waste of the best date for the Facility visit.

Task 2 Planned Meetings:

- A. Up to three (3) HDR representatives will participate in a facility site visit that may be up to two (2) days.
- B. HDR will participate in a conference call with representative(s) from Owner and other stakeholders to discuss the findings of the draft Facility Assessment Report.
- C. Up to three (3) HDR representatives will participate in a single two-hour virtual meeting to present our observations and findings site visit, and to discuss additional information needs and recommended next steps.

Task 2 Estimated Fee: \$13,531

Task 3: Facility Condition Assessment Report

Objectives:

Prepare a draft and final Facility Condition Assessment Report using the data and information obtained from Tasks 1 and 2.

Task 3 Activities:

HDR will perform the following activities:

- A. Incorporate the findings and observations from Tasks 1 and 2 into a consolidated Draft Facility Condition Assessment Report. The Report will include sections on:
 - a. Data/records review
 - b. Site observations and interviews
 - c. Operations and Maintenance data review
 - d. Facility historical Key Performance Indicator (KPI) trends
 - e. Review of historical and projected O&M activities
 - f. Projected potential long-term capital improvements and life extension plans and associated costs
 - g. Other potential facility improvements
 - h. Summary of pertinent WTE industry developments and regulatory impacts (e.g. State and Federal regulatory changes to air emissions and operating requirements)
 - i. Other potential challenges and opportunities
 - j. Recommended next steps
 - k. Conclusion(s)
- B. Based on the information gathered under Tasks 1 and 2, HDR will develop a capital refurbishment plan for the Facility for the next 20 years, including the expected schedule and frequency of those repairs as well as the priority (e.g. whether the project is critical and needs to be performed in the next year, or if it's less of a priority).
- C. Prepare an AACE Class 5 Cost Estimate (i.e. accuracy level of -20% to +50%) of the projects identified in the capital refurbishment plan.
- D. Coordinate and facilitate a one-hour virtual meeting between HDR, ECRRA, Win Waste, and other key stakeholders as necessary to review the Draft Facility Condition Assessment Report and discuss comments/concerns with the report.
- E. Incorporate consolidated comments and suggested revisions received electronically and during the virtual meeting to prepare the Final Facility Condition Assessment Report.
- F. Prepare a PowerPoint slideshow and participate in a one-hour virtual call with Owner and key stakeholders to present and summarize the findings of the Facility Condition Assessment Report, as well as discuss what revisions that may be required.

Task 3 Deliverables:

- A. The Draft Facility Condition Assessment Report will be provided to Owner within 20 business days of the Facility site visit.
- B. HDR will respond to one (1) round of consolidated comments to the Draft Report and issue a Final Facility Condition Assessment Report within 10 business days of receiving the consolidated comments, but by no later than June 15, 2025.

Task 3 Planned Meetings:

- A. Up to three (3) HDR representatives will participate in a one-hour virtual meeting to summarize our findings and the draft Report.
- B. HDR has budgeted for an additional three (3) one-hour conference calls with Owner and key stakeholders as necessary.

Task 3 Estimated Fee: \$25,840**KEY UNDERSTANDINGS AND ASSUMPTIONS**

HDR has developed the following key understanding and assumptions related to this scope of work. Any deviation from these assumptions may result in additional fee and an amendment to the agreed upon scope of work.

- A. HDR is acting as an independent third-party engineer and will perform our assessment of the facility without influence of any outside parties.
- B. HDR is not a Fiduciary Advisor and is not serving as a municipal advisor and this report is not an “investment grade” (aka “bankable”) report that any party will expressly rely upon as a significant basis when making final investment decisions.
- C. No detailed internal or external inspections or testing of major equipment or systems is being performed in this scope. HDR’s assessment will be based on our review of the available operating data and maintenance history, our observations of the as-found operating and physical condition of major equipment and systems as available, and our recent experience performing assessments of similar facilities in North America.
- D. The task of the ENGINEER in connection with the preparation of a Facility Condition Assessment as described in Task Order 1 (the “2025 Work”) does not involve services relating to construction contracts or preparation of specifications, drawings, or computer software and the provisions of the following sections of the agreed upon Terms and Conditions attached herein shall not apply to the 2025 Work: Section 4 -last two sentences, Section 15, Section 20, and Section 22.
- E. HDR is not responsible for the accuracy of the data/information provided by the Facility Owner or their Third-Party Operator, but we will attempt to verify this data/information whenever feasible.

- F. The requested information in the RFI will be made available to HDR in a timely manner and the documentation will be organized in a manner that facilitates the review – preferably in an electronic format if available.
- G. Appropriate WTE Facility personnel will be made available for meetings and conference calls with HDR to discuss operations and maintenance activities and practices – particularly during the Facility site visits.
- H. The information review, interviews, meetings, and site visits required to perform Task 2 will be coordinated as much as feasible to reduce travel cost impacts on the project.
- I. HDR assumes that the information, observations, findings and recommendations identified can be summarized under a single consolidated Facility Condition Assessment Report (Task 3) which will be issued in a draft version for review and a final version.
- J. All reports will be provided electronically. Depending on the necessity for transmittal, the Facility Condition Assessment Report or associated attachments may be provided on CD or flash drive.
- K. HDR will be allowed to take photographs throughout the facility to document facility condition.
- L. Facility Operating Staff will grant the HDR Team site-specific H&S training, access to the Facility and major equipment/systems, and cooperate in providing the HDR Team with all requested information in a timely manner.
- M. HDR's review and our opinion of historical and projected capital maintenance expenses and operations and maintenance costs associated with the Facility being evaluated will be based on the information obtained directly from the Facility Owner(s) and Operator, and our engineering judgment and experience based on similar recent facility assessments. Any independent estimates of probable costs developed by HDR will be based on an AACE Class 5 estimate for purposes of a study or feasibility with the appropriate contingency.
- N. No detailed design work or drawings are included in this scope.

KEY HDR WTE ASSESSMENT STAFF

Name	Location	Resource ID/Project Role	2025 Rate⁽¹⁾	Total Hours
Bruce Howie, PE	CT/NY	Project Director/WTE Practice Leader	\$380	8
Daniel Domato, PE	MD/VA	Project Manager	\$223	69
John Clark, PE	NY/NJ	Senior WTE Subject Matter Expert	\$378	32
Jeff Martirano, PE	CT/NY	QA/QC	\$302	6
Kirk Dunbar	Minneapolis	Senior Permitting/Air Quality Specialist	\$296	4
Abigail Fleming, PE	MD/VA	Junior Engineer/Environmental Engineer	\$145	96
Harrison Dewhurst	Tampa, FL	Junior Engineer (EIT)	\$125	12
Bivianne Velasquez	Boston, MA	Quality Control Coordinator	\$189	1
Shane Ciesielski	Boston, MA	Site Safety Coordinator	\$221	1
Geneen Robbins	NY/NJ	Administration/Technical Writer	\$173	2
Michael Shannon	Boston	Project Accountant	\$169	6

NOTES: ⁽¹⁾ All rates are in USD and assume the completion of the project by December 31, 2025. After that time, all rates are subject to a reasonable and agreeable escalation starting January 1, 2026.

PRICE/INVOICING/PAYMENT*

Payment Terms: HDR will perform the activities identified in Tasks 1, 2 and 3 of this scope of work for an amount not-to-exceed **\$52,995 USD**, including all expenses and taxes.

- (a) Bills shall be accompanied by any required reports describing in reasonable detail the time expended and services performed by the Consultant on behalf of Company for the period. Company's standard payment term is **30** days from the Company's receipt of the invoice.
- (b) If and only to the extent agreed and provided herein, Company shall reimburse Consultant reasonable expenses for travel made at the request of Company and for other lawful and proper out-of-pocket expenses incurred by Consultant in connection with rendering of Services. Consultant shall obtain the approval of Company before incurring expenses other than telephone and facsimile charges, mailing costs, and other minor and regularly recurring charges in connection with Consultant's daily activities for Company. Consultant shall submit an expense report on an approved form, with reasonable supporting documentation, at the end of each month for reimbursement of expenses incurred during that month. Consultant shall bear the risk or cost of conversion of payment made hereunder from United States dollars into any other currency. Payment will be calculated at current exchange rates for currencies in which expenses were incurred.

ANY CHARGES FOR SALES AND USE TAXES SHALL BE SEPARATELY IDENTIFIED ON ALL INVOICES.

Task Order No. 1 is executed this _____ day of _____, 20__.

"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in

accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Connecticut, without regard to the conflict of laws rules of such State. All disputes arising under or in connection with this Agreement shall be adjudicated in the state or federal courts located in Connecticut. Each Party acknowledges that personal jurisdiction and venue shall be proper in such courts and expressly consents to such exclusive jurisdiction and venue.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. Except as provided in the last sentence of Section 2, no third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

Upon payment of all amounts rightfully owed by Owner to the Engineer for services rendered with respect to the Services provided under this Agreement, all plans, drawings, specifications, elements of design, models, reports, submissions, mock-ups and other documents and materials that are produced by the Engineer as part of its performance of such Services hereunder (hereinafter the "Design Documents"), with the exception of those documents that constitute standard details, specifications, and/or other data and/or materials that are regularly used by the Engineer and/or the professional design industry in the normal course of business, shall be deemed to be the property of Owner. Any reuse or modification of such documents for purposes other than those intended by the Engineer shall be at the Owner's sole risk and without liability to the Engineer.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services

hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that

are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent of either Party may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents

shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party.

DRAFT

March 25, 2025

Mayor Ben Florsheim, Chairman

Eastern Connecticut Resource Recovery Authority

Dear Chairman Florsheim:

We are pleased that the Eastern Connecticut Resource Recovery Authority (the "Authority") has voted to renew and update the advisory duties of R. Stephen Lynch & Company, Inc. (the "Company") to include Additional Advisory Services as defined in attachment 1 hereto. The Company agrees that the existing contractual arrangements for services ("Existing Company Agreement") are amended by this letter agreement. (the Existing Company Agreement as amended by this letter is referred to as the "Agreement".)

Under the Existing Company Agreements, the Authority's current annual budget approves \$6,615 per month for current administrative tasks. These services and payments shall continue and shall continue to be increased at the rate of 2.5% per annum.

In addition to these tasks, the Company hereby agrees to perform all Additional Advisory Services at the rate of \$165/hour (applicable until the end of 2025 and thereafter increased at the rate of 2.5% per annum) plus out of pocket expenses at cost payable within 120 days of submission by the Company of detailed invoices and review by the Authority.

This letter amends the Existing Company Agreements to the extent specifically provided herein other terms and conditions of the Existing Company Agreement, including mandated Company insurance coverages, and reimbursement of Company Professional Liability insurance costs shall remain in full force and effect. Attachment 2 contains Standard Terms and Conditions for the Agreement and these are hereby incorporated into the Agreement and made a part thereof.

The "Term" of the Agreement shall be co-terminus with current or any renewed or new waste supply, operating and maintenance or other contracts into which the Authority chooses to enter.

The Company agrees that that the City of Middletown is not liable for Company fees or expenses or any other costs or liabilities of the Authority under the Agreement. As provided in the Standard Terms and Conditions, the Agreement will continue to be governed by the laws of the State of Connecticut and the parties consent to the exclusive jurisdiction of the state and federal courts of the State of Connecticut.

We appreciate the opportunity to work with you on these matters. Please sign and return this letter to us at your earliest convenience whereupon it shall be in full force and effect and binding on the Company and the Authority .

Sincerely

R. Stephen Lynch

President

R. Stephen Lynch and Company, Inc.

14 Pearl St., Scarborough, ME 04074

Telephone (845) 489 4819 - E-Mail: lynchs.csi@gmail.com

AGREED

Eastern Connecticut Resource Recovery Authority

By: _____

Mayor Benjamin Florsheim, Chairman

ATTACHMENT 1

Additional Advisory Services

Additional Advisory Services shall include any and all advisory services related to discussions, negotiations and related billing and other administrative services regarding the Authority's waste supply, operating and maintenance and potential new member or facility acquisition/divestment contracts with SCRRRA, Win-Waste or other parties that the Authority may engage with. It is recognized that the Authority may choose to engage other firms for legal and engineering services related to these tasks or for financial advisory services requiring regulatory licenses not possessed by the Company.

ATTACHMENT 2

STANDARD TERMS AND CONDITIONS FOR AGREEMENT

WITH R. S. LYNCH & COMPANY, INC

DRAFT
March 18, 2025

STANDARD TERMS AND CONDITIONS
FOR
R. S. LYNCH & COMPANY, INC. CONTRACT

(the “Standard Terms and Conditions”)

Section 1. DEFINITIONS

1.1 “**Agreement**” means the Existing Company Agreement, as amended by the Letter of Company to the Authority dated ----2025 (the “2025 Letter”) and the Standard Terms and Conditions.

1.2 “**Authority**” means Eastern Connecticut Resource Recovery Authority and its successors and permitted assigns.

1.3 “**Company**” means R. S. Lynch & Company, Inc. and its successors and permitted assigns.

1.6 “**Existing Company Agreement**” means the agreement between the Authority and the Company relating to the services provided by the Company that were in existence on the date of the 2025 Letter.

1.4 “**Party**” means Authority or Company .

1.5 “**Taxes**” means all taxes, fees and charges including sales, use, value added and similar tases, and interest and penalties thereon,

1.6 “**Term**” means the term of the Agreement as set forth in the 2025 Letter.

1.7 “**Work**” means the activities and services to be provided by Company under the Agreement including the production and delivery of deliverables, draft budgets, analyses, reports and other products of services of the Company .

Section 2. CONTRACT TYPE AND SCOPE OF WORK

2.1 Standard for Work.

Company shall perform the Work with the degree of customary professional skill and sound practices and judgment that is normally exercised by recognized firms in Company's field of business with respect to services of a similar nature in accordance with good practice using personnel who are competent and qualified to undertake their required duties. For avoidance of doubt, none of the Company's employees holds a license issued by the Financial Industry Regulatory Authority, so the services provided will not require the Company to acquire such licenses.

2.2 Company Not Employee of Authority.

The Parties intend that the relationship between them created under this Agreement is that of an independent contractor only. Company shall not be considered an agent or employee of Authority for any purpose, and Authority is interested only in the results obtained under this Agreement; the manner and means of performing the Work are subject to Company's sole control. Company shall be responsible for all state, federal and local Taxes, including, without limitation, estimated taxes, social security, disability insurance, if any, and any other similar form of payments, as well as all employment reporting for Company and any of Company's employees or agents. Neither Company nor Company's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Authority. Authority shall make no state or federal unemployment compensation payments on behalf of Company or Company's employees or contract personnel. Company will not be entitled to these benefits in connection with Work performed under this Agreement.

Section 3. WORK PRODUCT

The product of all Work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Authority, and Company hereby assigns to the Authority all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary or intellectual property rights therein. Company retains no right to use the Work Product and agrees not to challenge the validity of the Authority's ownership in the Work Product.

Section 4. INSURANCE

The Company shall procure at its own expense and maintain the insurance required under the existing Company Agreement as set forth in Appendix A to the September 21, 2017, agreement, which for convenience of reference is set forth in Appendix A hereto and is applicable to the Agreement for the Term. Company shall secure professional liability insurance for a cost not to exceed \$5,000 per annum (as escalated with the CPI index) and evidence of such insurance shall be in a form acceptable to the City of Middletown's Risk Manager and Authority Board before Company secures such insurance and seeks reimbursement. The Company's cost of such professional liability insurance shall be reimbursed by the Authority if included in a Company invoice.

Section 5. ADDITIONAL ADVISORY SERVICES; SCOPE EXCLUSION

The Company shall perform Additional Advisory Services (as defined in the 2025 Letter) to the extent included in the Authority budget or as directed in a written directive issued from time to time. The Authority may define (and from time to time redefine) the scope, goals and limitations (cost or other) of Additional Advisory Services by giving the Company written instructions with respect thereto; provided that the Company shall not be required to perform any Additional Advisory Services to which it objects in writing.

In performing Work hereunder, it is understood by the Authority that the Company is not engaged in rendering any type of (a) legal, insurance or accounting services, opinions, or advice, or (b) services that require special regulatory licenses. Further, it is the Authority's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect its legal and financial interests

Section 6. PAYMENTS

Authority will make payment in full of all undisputed invoices to Company within 120 days after the date of the Authority's receipt of the invoice, which shall be referred to herein as the "**Due Date**".

Unless otherwise agreed by the Parties in writing, all invoiced amounts and payments shall be in U.S. Dollars and shall be made via check or electronic funds transfer to the account of Company designated in writing by the Company chief financial officer or President.

Authority shall notify Company in writing within sixty (60) days of receipt of an invoice of any disputes of invoiced amounts (hereinafter, "**Notice of Dispute**"). Any such Notice of Dispute shall identify the reason for the dispute in sufficient detail for Company to comprehend and investigate the issue and shall include any documentation necessary for Company to make a determination. The Parties agree that they shall confer promptly (if possible, within ten business days from the date Company receives the Notice of Dispute) and in good faith to attempt to resolve any such dispute. Subject to Customer's right to withhold disputed payments, all payments required to be made pursuant to this Agreement shall be made without setoff or counterclaim.

If Authority provides a Notice of Dispute to Company as set forth in Section 6, above, Authority may withhold payment of the disputed amount pending resolution of the dispute. Any undisputed amounts shall be paid by the Due Date.

Absent provision of such timely Notice of Dispute, the entire invoice will be due and payable in full on or before the Due Date.

Section 7. TAXES

All payments to be made under this Agreement shall be treated as inclusive of sales, transfer or similar Taxes imposed by the United States or any tribe, state or subdivision thereof or any other US governmental authority.

All sums payable under this Agreement shall be paid free of counterclaim or set-off, and without deduction or withholding on any ground whatsoever, save only as may be required by law.

Each Party shall provide such cooperation and assistance as is reasonably requested by the other Party with any procedural formalities relating to the claiming of relief from withholding in connection with payments under this Agreement

Section 8. AUTHORITY AND COMPANY INDEMNITY; LIABILITY OF PARTIES

8.1 The Parties agree that the following indemnity, which is contained in the letter agreement of the Company dated July 19, 2021, shall remain in effect for the Term and is a part of the Agreement :

To the extent permitted by law, the Authority shall indemnify and hold harmless the Company against any losses, damages, claims, actions expenses or liabilities ("Losses") arising out of claims by third parties arising out of the performance or non-performance of the Company's obligations under this Agreement to the extent caused by the negligence or willful misconduct of the Authority; provided however that the foregoing indemnity shall not protect the Company against any Losses that resulted from the negligence, or willful misconduct of the Company or its employees, officers or agents.

8.2 The Parties agree that the indemnity, which is contained in the WORKER'S COMPENSATION AND INDEMNIFICATION & SUBORDINATION AGREEMENT of the Company dated September 21, 2017, shall remain in effect for the Term and is a part of the Agreement, and for convenience of reference is set forth in Appendix B to these Standard Terms and Conditions.

8.3 EXCLUSION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY ECONOMIC DAMAGE OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, PUNITIVE, INDIRECT OF SPECIAL DAMAGES OF ANY KIND EXCEPT IN CASES OF WILFUL MISCONDUCT .

8.4 LIMIT OF LIABILITY. EXCEPT FOR LIABILITIES DESCRIBED IN OR ARISING UNDER SECTION 9 (COMPANY INDEMNITY), IN NO EVENT SHALL COMPANY'S LIABILITY TO AUTHORITY FOR ANY CLAIM ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE CONTRACT PRICE THAT HAS BEEN PAID TO COMPANY DURING THE MOST RECENT 24 MONTH PERIOD .

NOTHING IN THIS AGREEMENT SHALL AFFECT THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY, FRAUD, OR ANY OTHER LIABILITY TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY LAW.

Section 9. RIGHTS OF TERMINATION

This Agreement shall terminate upon the expiration of the Term unless terminated earlier pursuant to Section 9.1 or 9.2.

9.1 Special Termination.

Unless otherwise agreed to by the Parties, all services provided under this Agreement shall be provided by or directly supervised by R. Stephen Lynch, President. In the event that death, incapacity, retirement or other circumstances (including retirement) cause the permanent unavailability of Mr. R Stephen Lynch, then either Party may terminate this Agreement with 90 days' notice to the other Party.

9.2 Termination for Default.

In the event of a material breach of this Agreement by either Party which shall continue for thirty (30) or more calendar days after written notice of such breach (including a reasonably detailed written notice describing the nature of such breach) shall have been given to the Party in breach by the non-breaching Party, the non-breaching Party shall be entitled to terminate this Agreement by written notice to the other Party if the breach remains uncorrected during such 30 day period. Each Party shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity including those expressly set forth in this Agreement, which may include either (1) suspension of performance of its obligations under this Agreement for as long as the breach remains uncorrected; or (2) termination of this Agreement by written notice if the breach remains uncorrected.

The termination of this Agreement shall not affect any payment or performance obligation accruing or arising up to and including the effective date of such termination.

Section 10 NOTICES AND SURVIVAL PROVISIONS

10.1 Surviving Articles.

The following Articles shall survive the completion, expiration or termination of this Agreement: Section 1, Section 3, Section 4, Section 6 (with respect to obligations accruing or arising up to and including the effective date of such termination), Section 7, Section 8.3 and 8.4, Section 9.2, 11, Section 12, Section 13, and Section 14.

10.2 Authorized Representatives. Each Party shall appoint an authorized representative (an “**Authorized Representative**”) for purposes of delivery and receipt of all notices, requests and other communications hereunder. Authority’s Authorized Representative is its Chairman . Authority may designate a new person as Authorized Representative at any time by delivery of written notice to Company. Company’s initial Authorized Representative shall be **R. S. Lynch, President** of Company. Company may designate a new person as Company’s Authorized Representative at any time by delivery of written notice to Customer. All notices, requests and other communications delivered hereunder shall be in writing (including telecopy or similar writing) and shall be delivered to the Parties’ Authorized Representatives.

10.3 Notices. Notwithstanding the provisions of Section 10.2 , all notices, requests and other communications with respect to disputes arising hereunder shall be in writing (including telecopy or similar writing) and shall be given:

if to Authority

Office of the Mayor,
Charman of
EASTERN CONNECTICUT RESOURCE RECOVERY AUTHORITY
245 deKoven Drive
Room 209
Middletown, CT 06457

Attention: Mayor

e-mail: linda.desena@middletownct.gov

if to Company:

R. Stephen Lynch, President
RS Lynch & Company, Inc.
14 Pearl St.
Scarborough, ME 04074

Email:

Lynchs.csi@gmail.com

and

Carolineablynch@gamil.com

or to such other address or email address and with such other copies as each Party may hereafter specify in writing to the other Party. Each such notice, request or other communication shall be effective (i) if given by email , when such email is transmitted to the email address specified in this Section 10(b) and evidence

of receipt is received or (ii) if given by any other means, upon delivery or refusal of delivery at the address specified in this Section 10.3.

Section 11. ASSIGNMENT

This Agreement and any rights, interests or obligations under this Agreement shall not be assigned by either Party without the prior written consent of the other Party. Any attempted assignment, delegation or transfer in violation of Section 11 shall be void. No assignment of this Agreement shall be valid until the assignee shall have assumed all obligations hereunder in writing.

Section 12. APPLICABLE LAW,;JURISDICTION

12.1 **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut (without regard to the choice of law provisions thereof).

12.2 **Jurisdiction.** Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in the United States District Court for the District of Connecticut or in the state courts of the State of Connecticut a located in Middletown), and each of the Parties hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such suit, action or proceeding and waives any objection to venue laid therein. Each Party irrevocably waives any objection which it might at any time have to the courts referred to in this Section being nominated as a forum to hear, determine and settle any proceedings and agrees not to claim that any such courts are not a convenient or appropriate forum.

12.3 Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the State of Connecticut . Without limiting the foregoing, the Parties agree that service of process upon such Party at the address referred to in Section 10.3, together with written notice of such service to such Party, shall be deemed effective service of process upon such Party.

Section 13. DISPUTES

13.1 The Parties shall make reasonable efforts to settle amicably all disputes, controversies or differences that may arise between them out of or in relation to or in connection with this Agreement. Upon the occurrence of a dispute between the Parties, including, without limitation, any breach of this Agreement or any obligation relating thereto, the following procedures shall be followed:

13.2 **Notification of the Existence of a Dispute.** The complaining Party shall notify the other Party in writing of a dispute within thirty (30) days of the occurrence of the event giving rise to the claim or a Party becoming aware of the occurrence or the event giving rise to such claim. Upon receipt of notice of a claim by a Party, the Parties shall negotiate in good faith to resolve the matter as expeditiously as possible. If such representatives of the Parties are unable to resolve the dispute within fourteen (14) days following the receipt of the complaining Party's original notice, then such dispute may be subject to judicial action .

13.3 **Equitable Relief.** Each Party recognizes that irreparable injury will result from a breach of any provision of this Agreement and that such injury is not curable solely by the payment of money and that money damages will be inadequate to fully remedy such injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, either Party, in addition to any other remedies available to it, shall be entitled to seek an injunction to restrain and enjoin any act which would constitute a breach, or compel the performance of any obligation which, if not performed, would constitute a breach. Nothing in the provisions of this Agreement is intended to limit the rights of either Party to seek, or any court to enter, any lawful form of legal or equitable relief or any available provision of such relief ordered by the court without the posting of any form of bond otherwise required in seeking such relief.

Section 14. MISCELLANEOUS

14.1 **Counterparts; Effectiveness.** This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by the other Party.

14.2 **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent any provision of this Agreement is determined to be prohibited or unenforceable in any jurisdiction, the Parties agree to use reasonable commercial efforts to substitute one or more valid, legal and enforceable provisions that, insofar as practicable, implement the purposes and intent of the prohibited or unenforceable provision.

14.3 **Captions.** The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

14.4 **Relationship; Disclaimer of Agency.** This Agreement shall not create a relationship of partners, joint venturers, associates or principal-and-agent between the Parties and each Party acknowledges that it is acting as a principal hereunder. This Agreement shall not constitute either Party as a legal representative, employee or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, expressed or implied, against or in the name or on behalf of the other Party.

14.5 **Amendments; Waivers.** No provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14.6 **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

14.7 **Construction.** As used in this Agreement, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and singular shall include the plural. Unless the context otherwise requires, the term "Party" when used in this Agreement means a party to this Agreement. References in this Agreement to a party or other Person include their respective successors and permitted assigns. The words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation" unless such phrase otherwise appears. Unless the context otherwise requires, references in this Agreement to Sections, Exhibits and Annexes shall be deemed references to Sections of, and Exhibits and Annexes to, this Agreement. Unless the context otherwise requires, the words "hereof," "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Section or provision of this Agreement. With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the Parties desire or are required to interpret or construe any such term or condition of any agreement or instrument subject hereto, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition of this Agreement.

14.8 **Entire Agreement; Conflicts.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. For avoidance of doubt, fees and services related to debt issuance by the Authority shall continue to be governed by the contract between the Authority and the Company dated May 2, 1991.

Appendix A

INSURANCE

Appendix B

WORKER'S COMPENSATION AND INDEMNIFICATION & SUBROGATION AGREEMENT DATED
SEPTEMBER 21, 2017

APPENDIX A - INSURANCE REQUIREMENTS

**Agreement by and between
EASTERN CONNECTICUT RESOURCE RECOVERY AUTHORITY
And
R. STEPHEN LYNCH & COMPANY, INC.**

A. GENERAL REQUIREMENTS:

R. STEPHEN LYNCH & COMPANY, INC. herein after the "COMPANY" shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **COMPANY'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the **EASTERN CONNECTICUT RESOURCE RECOVERY AUTHORITY herein after ECRRA** with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. All required certificates of insurance will be held by the City of Middletown Risk Manager's Office. **The COMPANY** also agrees to provide replacement and/or renewal certificates at least **THIRTY (30)** days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **COMPANY'S** responsibility under this contract. The **COMPANY** shall notify ECRRA of any cancellation or termination of insurance.

The COMPANY at their own cost and expense, shall procure and maintain all insurances required and shall name both ECRRA and the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. All insurances required shall evidence a waiver of subrogation in favor of the ECRRA and the City of Middletown. Upon request, the **COMPANY** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the COMPANY forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **COMPANY** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

- \$500,000 Each Accident
- \$500,000 Disease, Policy Limit
- \$500,000 Disease, Each Employee

If the **COMPANY** does not have any employees and therefore is not required by law to carry this coverage, ECRRA in lieu of said coverage, will require the **COMPANY** to execute an Indemnification & Subrogation Agreement holding ECRRA and the City of Middletown harmless from any claims for workers compensation.

(2) Commercial General Liability Insurance -

The **COMPANY** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance --**

The COMPANY shall carry Business Automobile Liability Insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent), A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

In the case whereby the COMPANY utilizes a Common Carrier to furnish the products purchased under this contract, this coverage would not be required.

(4) **Professional Liability Insurance**

The COMPANY shall carry Professional Liability Insurance in an amount of not less than \$1,000,000.

C. **SUBCONTRACTORS REQUIREMENTS:**

The COMPANY shall require the same insurance that it is required to carry by the ECRRA to be carried by any subcontractors and independent contractors hired by the COMPANY and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

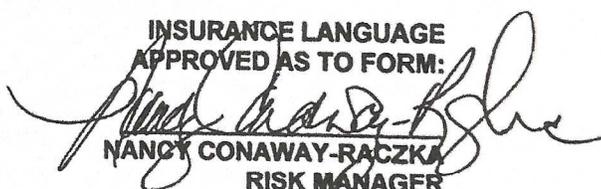
The COMPANY shall require that ECRRA and the City of Middletown be named as an Additional Insured on all subcontractors and independent contractors insurance, except Worker's Compensation and Professional Errors and Omissions coverage, before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The COMPANY and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against ECRRA and the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. **OTHER**

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- ECRRA and the City of Middletown reserve the right to amend the amounts of coverage required and types of coverage provided based on work or service to be performed.

INSURANCE LANGUAGE
APPROVED AS TO FORM:


NANCY CONAWAY-RACZKA
RISK MANAGER

July 26, 2017
DATE

APPENDIX B

**WORKERS' COMPENSATION AND
INDEMNIFICATION & SUBROGATION AGREEMENT**

R. Stephen Lynch and R. S. Lynch & Company, Inc. understands that he/she is not an employee of the Eastern Connecticut Resource Recovery Authority or of the City of Middletown, and therefore, not eligible for workers compensation benefits from either the Eastern Connecticut Resource Recovery Authority or the City of Middletown.

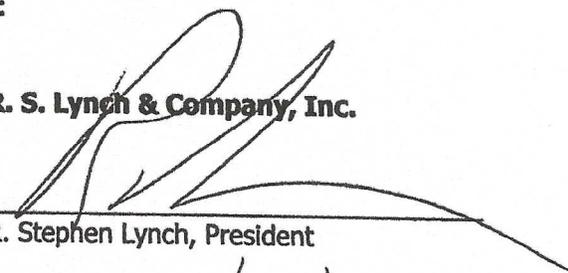
R. Stephen Lynch and R. S. Lynch & Company, Inc. to the fullest extent permitted by law, agrees to indemnify and hold harmless the Eastern Connecticut Resource Recovery Authority and the City of Middletown, its officers, agents, servants and employees against any and all liability, judgments, costs, expenses, attorney's fees and other loss from claims for workers compensation, and against all workers compensation claims or actions in connection with any act or omission while in the performance or lack of performance of services with respect to the contract by and between the Eastern Connecticut Resource Recovery Authority and R.S. Lynch & Company, Inc.

R. Stephen Lynch and R. S. Lynch & Company, Inc. shall waive all rights of subrogation against the Eastern Connecticut Resource Recovery Authority and the City of Middletown, its officers, agents, servants, and employees for workers compensation losses arising from work performed for the Eastern Connecticut Resource Recovery Authority its officers, agents, servants, and employees with respect the contract by and between the Eastern Connecticut Resource Recovery Authority and R.S. Lynch & Company, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

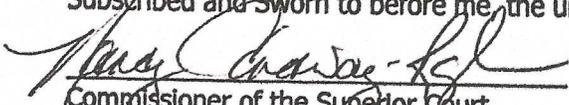
Signed, Sealed & Delivered in the Presence of:

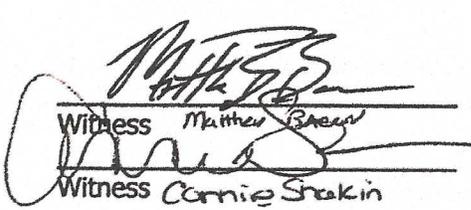
R. S. Lynch & Company, Inc.


R. Stephen Lynch, President

Date: 9/21/17

Subscribed and Sworn to before me, the undersigned officer, this 21 day of Sept, 2017.


Commissioner of the Superior Court
Notary Public Nancy CONWAY-RACZKA
My Commission Expires:


Witness Matthew Brewer

Witness Cornie Strakin

R. S. LYNCH & COMPANY

Helping Municipal Officials Make Good Solid Waste Management Decisions Since 1987

RSL

INVOICE

Date: March 25, 2025

Issued To: ECRRA

Payable To: R. S. Lynch & Company, Inc.
14 Pearl St
Scarborough ME 04074

Invoice No.: ECRRA-RSLCO 3/2025

ECRRA Administrative Services for Jan., Feb., March.,2025:
Payments Due Upon Receipt:

Per Month @ \$6,454/Month* \$19,362*

Total Due \$19,362

* Pursuant to contract dated 9/17/2017 and current ECRRA Budget, funded by Win-Waste payments to ECRRA.