

MEMORANDUM OF UNDERSTANDING

Pursuant to Conn. Gen. Stat. §§ 22a-6 and in furtherance of Section 22a-209-13(h) of the Regulations of Connecticut State Agencies, this Memorandum of Understanding (“MOU”) is made by and between the Department of Energy and Environmental Protection (“the Department”) and the City of Hartford (“the City”). Collectively the Department and the City are hereby referred to as “Parties”.

RECITALS

Whereas, the Commissioner of Energy and Environmental Protection (“the Commissioner”) is the head of the Department of Energy and Environmental Protection. The Department’s principal place of business is 79 Elm Street, Hartford, Connecticut 06016;

Whereas, the City is a municipal corporation with territorial limits within the County of Hartford in the State of Connecticut. The City’s principal place of business is 550 Main Street, Hartford, Connecticut 06103. The Mayor of Hartford is acting herein in accordance with, *inter alia*, section 2(f) of Chapter V of the City’s Charter;

Whereas, there is an approximately 124.42 acre parcel of real property in the North Meadows Area of Hartford Connecticut, more particularly described on Schedule A attached to and incorporated into this MOU (“the Property”). The City owns the Property.

Whereas, the City operated a landfill on the Property at one time, but beginning in July 1982, leased the Property to the Connecticut Resources Recovery Authority (“CRRA”) (now known as the Materials Innovation and Recycling Authority) (“MIRA”). MIRA continued to use the Property for the disposal of municipal solid waste and ash. The areas where waste was disposed of on the Property (either by the City or MIRA) are shown on Schedule B, attached to and incorporated into this MOU, as the Phase I and Phase II MSW/Interim Ash Closure Areas and Phase I and Phase II Lined Ash Closure Areas (“the Landfill”);

Whereas, the Landfill is no longer used for the disposal of any waste or ash and has been closed by MIRA. Pursuant to Conn. Agencies Regs. § 22a-209-13(c), by letter dated February 9, 2015, the Department determined that closure of the Landfill was satisfactory. Post-closure care of the Landfill is now required;

Whereas, the City currently uses the non-Landfill portion of the Property for the operation of a transfer station, as that term is defined in Conn. Gen. Stat. § 22a-207(10), (“the Transfer Station”) and has other buildings, including maintenance buildings in this area. Certain buildings and areas necessary for the Department to perform post-closure care of the Landfill are also located in the non-Landfill portion of the Property;

Whereas, section 236 of Public Act 13-247 states that the Department and CRRA “shall enter into a memorandum of understanding requiring the Department to assume all legally required obligations resulting from the closure of the landfills located in Hartford, Ellington, Waterbury, Wallingford and Shelton.” Pursuant to this Public Act, on or about April 24, 2014, the Department and CRRA entered into a Memorandum of Understanding. In the Memorandum of Understanding between CRRA and the Department, the Department has responsibility for undertaking post-closure care of the Landfill;

Whereas, the purpose of this MOU is to provide the Department with access to the Property so that it is able to undertake post-closure care of the Landfill and to clarify the respective roles and responsibilities of the Parties.

Now therefore, based upon the foregoing, the Parties agree as follows:

1. **Access to Perform Post-Closure Care** – Upon the Effective Date of this MOU, the City hereby grants the Department and its employees, agents, and contractors unimpeded access, twenty-four (24) hours per day, seven (7) days a week, to any portion of the Property necessary

to perform post-closure care of the Landfill. It is the intent of the Parties that neither the City nor any third party shall prevent or interfere with such access. If, in the course of implementing this MOU, the Department is aware or becomes aware that the City or any other entity is, or may be, preventing or interfering with the Department's access to the Property to perform post-closure care of the Landfill, the Department shall notify the City's representative designated under Section 10 of this MOU ("the City's representative").

Within fifteen (15) days of the Effective Date, the Department shall provide the City's representative(s) with the contact information for each non-state party or firm expected to access the Landfill for the purpose of undertaking post-closure care. Whenever this contact information changes the Department shall make reasonable efforts to provide updated contact information to the City's representative. In addition, all Departmental employees who enter upon the Property shall have with them at all times, a valid Department issued identification badge which shall be shown to any employee of the City upon request. The City and Department may agree upon and implement other or additional security measures.

The City shall provide the Department with a key for accessing the Property ("Access Key"). The Department's representative(s) designated under Section 10 of this MOU ("the Department's representative") shall be the custodian of the Access Key. The Department shall inform the City's representative if this person changes.

The Department shall notify the City's representative as soon as practicable if it becomes aware of any event that: (a) may interfere with the City's on-going operations at the Property or (b) is otherwise outside the scope of the routine post-closure care undertaken by the Department.

Additionally, the Department shall provide the City's representative with a copy of each report submitted, by and to the Department, regarding all post-closure work performed at the Landfill.

The post-closure care to be undertaken by the Department includes compliance with the following permits for the Landfill that have been issued by the Commissioner all of which have been, or will be, transferred from MIRA to the Department:

- i. Solid Waste Permit Nos. SW-064-4(L), SW-0640351, SW-064-5-L, SW-064-4-L-O, SW-0640824-M;
- ii. Groundwater Discharge Permit No. LF0000014;
- iii. DEEP Pre-Treatment permit No. SP0001412; and
- iv. Air Permit No. NSR-0120.

Post-closure care shall also include compliance with all future federal or state statutes, regulations, permits, orders, or approvals that impose or contain a post-closure requirement applicable to the Landfill, including, but not limited to, a permit regulating the discharge of stormwater from the Landfill for which the Department has applied and expects will soon be issued.

By way of example, and not intended as an exhaustive list, post-closure care includes inspecting, operating, and maintaining any landfill cover and any landfill gas management, leachate control, and groundwater monitoring system; monitoring landfill gas, groundwater, surface water and stormwater; mowing and snowplowing; performing environmental investigation and remediation, providing security and utilities (e.g., electricity, gas, water and telephone) necessary for post-closure care; and preparing, certifying and submitting reports and notifications required by the permits, orders and approvals issued by the Commissioner or any federal or state governmental entity regarding post-closure care of the Landfill.

The post-closure care to be undertaken by the Department does not include and the Department is not assuming any responsibility or obligation of any kind for, including, but not limited to, installing, operating, maintaining, repairing or replacing: (A) the photovoltaic solar panel system at the Landfill referred to as "the System" in a November 21, 2014 Site Access Agreement between the City and MIRA ("the PSP System"); and (B) the landfill gas combustion equipment installed and owned by NEO Hartford, LLC (now DeltaPro) or its successors and assigns, on and adjacent to the Landfill ("the NEO Equipment").

2. Approval of Assignment of Responsibility for Post-Closure Maintenance and

Monitoring: The execution of this MOU by the Commissioner shall also constitute, pursuant to Conn. Agencies Regs. § 22a-209-13(h), approval by the Commissioner of the assignment of responsibility for post-closure maintenance and monitoring of the Landfill from the City to the Department such that the City shall bear no responsibility for the post-closure maintenance and monitoring of the Landfill except as specifically stated in this MOU.

3. Landfill Real Property:

A. Interests in Real Property: The City currently owns the Property on which the Landfill is located. Nothing in this MOU shall require the transfer of ownership or any other interest in the Property from the City to the Department and no ownership or other interests in the Property shall be transferred to the Department unless such transfer is agreed to by the Parties in writing.

B. No Interference. The Parties recognize that the City may have executed deeds, leases, easements, licenses, agreements or other instruments with third parties regarding the Property or the Landfill unrelated to the post-closure care of the Landfill. It is the intent of the Parties that, to the extent feasible, the Department will not interfere with any such right or

interest created by or arising from any such instrument.

Additionally, the Parties acknowledge that (i) the City has executed a short-term access agreement with MIRA so that MIRA can operate and maintain the PSP System that currently exists at the Landfill and (ii) the City and MIRA are in the process of negotiating a subsequent agreement to address the long-term status of the PSP System. It is the Parties' intent that nothing in this MOU shall interfere with or otherwise limit the City or its contract partners, to the extent feasible, from operating and maintaining the PSP System at the Landfill.

If the City is aware or becomes aware that the Department, in the course of performing post-closure care, is or may be interfering with any such right or interest of the City or any third party with an interest in the Landfill, the City shall notify the Department's representative. It is also the intent of the Parties that the City and any third party with an existing right or interest in the Landfill not interfere with the Department's ability to perform post-closure care at the Landfill. If the Department is aware or becomes aware that the City or any third party is or may be interfering with the Department's ability to perform post-closure care, the Department shall notify the City's representative. The Parties shall cooperate in trying to resolve any issues for which notice to the other Party's designated representative was provided.

C. Future Actions/Acquisitions. After the Effective Date of this MOU, the City shall make reasonable efforts to not transfer any ownership or other interest in the Property, including, but not limited to, executing any deed, lease, easement, license, agreement or other instrument unless before such transfer the City has provided a copy of this MOU to all of the parties, other than the City, to such transfer. In addition, after the Effective Date of this MOU, the City shall not take any action concerning the ownership or an interest in the Property, including, but not limited to, executing any deed, lease, easement, license, agreement or other

instrument, that can reasonably be expected to or would affect the Department's ability to perform post-closure care, without the advance written concurrence of the Commissioner. Such concurrence shall not be unreasonably withheld. The Commissioner may also request that the City take some action involving the City's ownership or interest in the Landfill to facilitate or in furtherance of the Department's ability to perform post-closure care. The City agrees that it shall not unreasonably refrain from taking such action.

Additionally, after the Effective Date of this MOU, if obtaining ownership or any other interest in real property not owned or controlled by the City is necessary to perform post-closure care, the Department shall, at its sole cost, be responsible for obtaining such property or interest in property, including payment of any purchase price, except that in its capacity as owner of the Property the City may incur reasonable incidental expenses associated with any such acquisition for which the City remains responsible.

4. Landfill Infrastructure: Certain equipment and fixtures, including without limitation, the landfill cap, piping, tanks, pumps, monitoring wells, thermal oxidizer, treatment systems, and generators have been installed at the Landfill and on the Property (the "Landfill Infrastructure"). The Department does not own such Landfill Infrastructure. To the extent the City owns or controls such Landfill Infrastructure, the City shall ensure that such infrastructure is available and accessible to the Department to perform post-closure care. To the extent that the City does not own or control such Landfill Infrastructure, the City shall use all reasonable means to make sure that such infrastructure is available and accessible to the Department to perform post-closure care.

The Department, at its sole cost, shall be responsible for operating, maintaining, repairing, and, if necessary, replacing the Landfill Infrastructure necessary for post-closure care,

provided any authorization necessary to do so has first been obtained. If an authorization is needed, the Department shall use all reasonable efforts to obtain such authorization and the City shall cooperate in obtaining any such authorization.

To the extent additional Landfill Infrastructure is necessary to perform post-closure care, the Department, at its sole cost, shall be responsible for providing, installing, operating, maintaining, repairing, and, if necessary, replacing such additional Landfill Infrastructure provided any authorization necessary to do so has first been obtained. If an authorization is needed, the Department shall use all reasonable efforts to obtain such authorization and the City shall cooperate in obtaining any such authorization.

The Landfill Infrastructure does not include and the Department is not assuming any responsibility or obligation of any kind for: (a) the PSP System; and (b) the NEO Equipment on and adjacent to the Landfill. While the Department is not assuming any responsibility for the NEO Equipment, the Department acknowledges that the NEO Equipment is connected to other Landfill Infrastructure that is part of the landfill gas collection system at the Landfill.

5. Current Use/Future Development:

A. The Non-Landfill Portion of the Property: The City currently uses a portion of the Property, other than the Landfill ("the non-Landfill Property"), for the operation of a Transfer Station and for maintenance activities in other buildings not associated with post-closure care of the Landfill. The current location and scale of these uses by the City on the non-Landfill Property do not conflict with or impede the Department's ability to perform post-closure care at the Landfill.

It is the intent of the Parties that nothing in this MOU shall limit or interfere with the City's use of the non-Landfill Property, for the current or future uses, provided such uses do not

interfere with or impede the Department's ability to perform post-closure care at the Landfill.

There are a number of buildings, tanks and areas on the non-Landfill portion of the Property that are necessary for the Department to access to undertake post-closure care, including, but not limited to, the access road on and around the perimeter to the Landfill, the Leachate pre-treatment building, scale house, vehicle maintenance facility, landfill gas blower/flare station, main landfill gas trunk line, and various storage tanks. The City recognizes and acknowledges that the afore-mentioned non-Landfill infrastructure is necessary for the Department to perform post-closure care and the City shall not: i) interfere with the Department's use of such infrastructure; and 2) make any changes to any such infrastructure without the advance written concurrence of the Department, which concurrence shall not be unreasonably withheld. If, pursuant to this paragraph, the City requests the Department's written concurrence and the Department fails to respond within fifteen (15) days, such request shall be deemed approved.

The Department may find it beneficial to use an additional portion of the non-Landfill Property to perform post-closure care of the Landfill. The Department shall not use any such additional portion of the non-Landfill Property without first obtaining the written consent of the City.

Any use of any portion of the non-Landfill Property by the City, the Department or any third party shall be subject to the Mutual Cooperation provisions of Section 11 of this MOU.

B. The Landfill: With respect to the Landfill, the Parties acknowledge the PSP System located on a portion of the Landfill. Before any other activity of any kind is conducted at the Landfill, including, but not limited to, use of any portion of the Landfill for any purpose or reuse of that portion of the Landfill where the PSP System is now located, the City acknowledges and

recognizes that it must first obtain the written approval of the Department, pursuant to Conn. Agencies Regs. §§ 22a-209-13(d) and 22a-209-7. As such, other than the PSP System currently at the Landfill, the City shall not use or develop any portion of the Landfill or authorize any other person to use or develop any portion of the Landfill until it has first obtained the Department's written approval, pursuant to Conn. Agencies Regs. §§ 22a-209-13(d) and 22a-209-7.

6. Permits: The Department shall, at its sole cost, be responsible for securing, renewing, seeking modifications to, or surrendering/terminating all permits necessary for performing post-closure care at the Landfill. When required, the Department shall, at its sole cost, also be responsible for preparing, certifying, submitting and signing all applications for a permit renewal, permit modification or other permit related documents regarding post-closure care of the Landfill and all submissions required by any permit regarding post-closure care of the Landfill. However, if necessary, the City shall take ministerial actions regarding permits or applications, such as signing documents acknowledging that the City owns the Property or acknowledging that the City has granted the Department access to the Landfill to perform post-closure care.

Nothing in the MOU shall require or be construed to require that the Department obtain any permit, license, authorization or approval of any kind regarding any action engaged in or to be engaged in by the City or by any person or entity other than the Department or its contractors, at the Property.

7. Contracts:

A. No interference: The Parties acknowledge that the City currently is, and in the future either Party may be, a party to contracts or agreements regarding the Landfill ("Landfill

Contracts”). Except as provided in this MOU, it is the intent of the Parties that, to the extent feasible, the Department not interfere with any right or interest of the City or any third party created by or arising from a Landfill Contract, specifically including, but not limited to, any Landfill Contract that pertains to the PSP System at the Landfill. Similarly, it is the intent of the Parties that neither the City nor any third party shall interfere with the ability of the Department to perform post-closure care at the Landfill by virtue of any Landfill Contract. If either Party is aware or becomes aware that the other or any third party is or may be interfering with any right, obligation or interest created by or arising out of a Landfill Contract, such Party shall notify the other Party’s representative designated under Section 10 of this MOU. The Parties shall cooperate in trying to resolve any issues for which notice to the other Party’s designated representative was provided.

B. Notice/Concurrence on Future Contracts: After the Effective Date of this MOU, the City shall make reasonable efforts to not enter into any contract or agreement involving the Property unless it has first provided a copy of this MOU to all of the parties, other than the City, to any such contract or agreement. In addition, after the Effective Date of this MOU, the City shall not enter into any contract or agreement involving the Property that can reasonably be expected to or would affect the Department’s ability to perform post-closure care without the advance written concurrence of the Commissioner. Such concurrence shall not be unreasonably withheld. Similarly, the Commissioner may request that the City enter into some contract or agreement regarding or potentially affecting the Landfill to facilitate or in furtherance of the Department’s ability to perform post-closure care. The City shall not unreasonably refrain from taking such action.

8. Insurance/Liability for Damages:

A. Insurance: Except as provided for in this paragraph, nothing in the MOU shall require that the Department or the City obtain insurance of any kind regarding post-closure care at the Landfill. To the extent that the City procures pollution liability insurance for the Landfill or any other insurance concerning or related to the post-closure care to be undertaken at the Landfill, the Department shall be named as an additional insured on any such policy. To the extent that the Department procures pollution liability insurance for the Landfill or any other insurance concerning or related to the post-closure care to be undertaken at the Landfill, the City shall be named as an additional insured on any such policy.

No later than ninety (90) days after the Effective Date of this MOU, all contracts or agreements between the Department and non-state parties regarding post-closure care of the Landfill shall contain: (i) a provision requiring such non-state parties to indemnify, hold harmless, and waive all claims against the City for matters within the scope of such contract or agreement; and (ii) a requirement that non-state parties provide evidence of insurance in amounts reasonable for the scope of work to be provided under the contract or agreement and that the City be named an additional insured on such policies.

Upon request by either Party, each Party agrees to provide the other with a copy of: i) any insurance policy procured by such Party regarding the Property or the Landfill; or ii) any contract, agreement or insurance policy for which certain provisions must be included under this section.

B. Damages: Notwithstanding any provision of this MOU, if the City, including, but not limited to, its employees, agents, or contractors, causes damage to the Landfill, including, but not limited to, damage to any Landfill Infrastructure, the City shall reimburse the Department for all costs incurred by the Department regarding such damage. Conversely, if the Department,

including, but not limited to, its employees, agents, or contractors, causes damages to any portion of the Property, including, but not limited to, items for which the Department is not assuming any responsibility for under this MOU, such as the PSP System or the NEO Equipment, nothing in this MOU shall preclude the City from seeking recovery for damage by filing a notice of claim with the Office of the Claims Commissioner in accordance with Conn. Gen. Stat. § 4-147.

9. Notification: The City shall immediately notify the Commissioner's representative if the City receives notice of: A) the initiation of any proceeding of any type, by any entity other than the Department, regarding the Landfill; B) any notification or complaint, formal or otherwise, regarding the post-closure care of the Landfill; or C) any notice, letter or communication of any kind, from an entity other than the Department, regarding the post-closure care of the Landfill. Each Party shall notify the other Party's representative designated under Section 10 of this MOU as soon as practicable, regarding any matter arising under or that may concern this MOU.

10. Designated Representatives: The Parties designate the following representatives to receive any notice, document or information required by or regarding this MOU.

A. For the City any notice, document or information shall be sent to:

Facilities Supervisor
Department of Public Works
50 Jennings Road
Hartford, Connecticut 06120

ATTENTION: Archie Byrd

Telephone: 860-462-0912
E-mail: BYRDA001@hartford .gov

Alternate contacts, if needed:

Vern Mathews
Telephone: 860-761-7237

vmathews@hartford.gov

Dispatch Telephone: 860-757-4955

With Copy to:

Office of Corporation Counsel
City of Hartford
550 Main Street
Hartford, Connecticut 06103

ATTENTION: James Del Visco

Telephone: (860) 757-9719
E-mail: James.DelVisco@hartford.gov

B. For the Department any notice, document or information shall be sent to:

Mr. Raymond Frigon
Environmental Analyst III
Remediation Division - Facilities Operations and Maintenance
Bureau of Water Protection and Land Reuse
Department of Energy and Environmental Protection
79 Elm Street
Hartford, Connecticut 06016

Telephone: (860) 424-3797
E-mail: Raymond.Frigon@ct.gov

Either Party may change its designated representative by providing the other Party's designated representative with written notice of the new representative's name, address, telephone number and e-mail address.

11. Mutual Cooperation. Both Parties agree to fully cooperate and assist one another in implementing this MOU, including, but not limited to, cooperating with each other to resolve any issue involving the post-closure care of the Landfill or arising under this MOU. It is the intent of the Parties that the City not interfere with the Department's ability to perform post-closure care at the Landfill. If the Department is aware or becomes aware that the City is or may

be interfering with the Department's ability to perform post-closure care, the Department shall notify the City's representative. Similarly, if the City is aware or becomes aware that the Department, in the course of performing post-closure care, is or may be interfering with any right or interest of the City, the City shall notify the Department's representative. The Parties shall cooperate in trying to resolve any issues for which notice to the other Party's designated representative was provided.

In addition, at the request of the City, the Department agrees to: (i) meet with the City regarding any matter pertaining to the Property, the Landfill or this MOU; (ii) participate, providing resources allow, in any community meeting, public education program or public outreach effort regarding the Landfill, the post-closure care of the Landfill or the post-closure use of the Landfill.

12. Authority Unaffected: Nothing in this MOU shall limit or affect any authority of the Commissioner under any statute or regulation, including but not limited to, the Commissioner's authority to issue an order to prevent or abate pollution or potential sources of pollution.

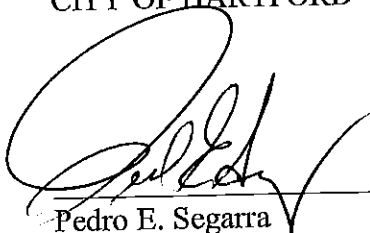
13. Modification to MOU: This MOU may be modified by the Parties, provided, however, that no such modification shall be effective unless it is in writing and signed by both Parties.

14. Effective Date: This MOU shall take effect upon execution by both Parties ("the Effective Date"). In the event this MOU is not signed by both Parties on the same day, the Effective Date shall be the date the last Party signs this MOU.

CITY OF HARTFORD

4/21/2015

Date

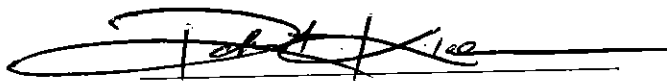


Pedro E. Segarra
Mayor

DEPARTMENT OF ENERGY AND
ENVIRONMENTAL PROTECTION


4/27/15

Date



Robert J. Klee
Commissioner

Approved as to legality and form



Corporation Counsel

Schedule A

A certain piece or parcel of land situated in the City of Hartford, County of Hartford and State of Connecticut; and being shown and designated as: (i) the "PRIMARY PARCEL" on a certain map or plan entitled "SURVEY SHOWING LAND LEASED BY CONNECTICUT RESOURCES RECOVERY AUTHORITY FROM THE CITY OF HARTFORD IN THE NORTH MEADOWS EAST SERVICE ROAD HARTFORD, CONNECTICUT SCALE: HOR. 1 IN. = 100 FT. PROJECT 90-336A FLD. BK. 512-666-711 DATE 7-15-91 REVISION DATE 8/1/91 11/21/95 9/04/98 10/26/98 SHEET NO. 1 OF 2 FUSS & O'NEILL, inc. consulting engineers 146 HARTFORD ROAD, MANCHESTER, CONNECTICUT 06040 (203) 646-2469" ("Map No. 1") and (ii) the "SECONDARY PARCEL" on Map No. 1 and on a certain map or plan bearing the same title as Map No. 1 and designated as "SHEET NO. 2 of 2" ("Map No. 2", and Map No. 2 together with Map No. 1 are hereinafter collectively referred to as the "Maps"), which Maps are on file in the Hartford City Clerk's Office. Said piece or parcel of land being more particularly bounded and described as follows:

Commencing at a point on the centerline of the North Meadows Dike, as shown on the Maps, which point marks a southeasterly corner of the premises herein described; thence running N 80° 04' 35" W, a distance of 589.94 feet to a point; thence running N 48° 54' 05" W, a distance of 755.92 feet to a point; thence running N 41° 05' 55" E, a distance of 2.75 feet to a point; thence running N 48° 54' 05" W, a distance of 112.20 feet to a point; thence running S 41° 05' 55" W, a distance of 2.75 feet to a point; thence running N 48° 54' 05" W, a distance of 181.68 feet to a point; thence running N 01° 38' 45" E, a distance of 64.03 feet to a point; thence running N 32° 39' 31" E, a distance of 67.37 feet to a point; thence continuing along the arc of a curve to the left having a radius of 60.00 feet and a central angle of 129° 05' 41", a distance of 135.19 feet to a point on the easterly non-access highway line of I-91 North Bound, as shown on Map No. 1, the last nine (9) courses being along lands designated as "N/F OTHER LAND OF THE CITY OF HARTFORD," "N/F EAST SERVICE ROAD ASSOCIATES" and "N/F CITY OF HARTFORD," as shown on Map No. 1; thence running N 08° 31' 16" E, a distance of 163.11 feet to a point; thence running N 81° 06' 56" W, a distance of 25.00 feet to a point; thence running N 04° 47' 56" E, a distance of 70.18 feet to a point; thence running N 81° 06' 56" W, a distance of 10.00 feet to a point; thence running N 08° 53' 04" E, a distance of 1090.39 feet to a point; thence running N 14° 35' 43" E, a distance of 50.25 feet to a point; thence running N 08° 53' 04"

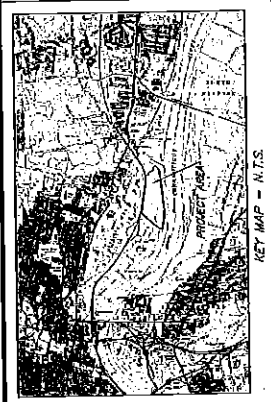
E, a distance of 400.00 feet to a point; thence running N 14° 35' 43" E, a distance of 50.25 feet to a point; thence running N 08° 51' 27" E, a distance of 350.90 feet to a point; thence running N 01° 58' 02" E, a distance of 51.98 feet to a point; thence continuing along an arc of a curve to the left having a radius of 2157.00 feet and a central angle of 15° 05' 58", a distance of 568.45 feet to a point; thence running N 06° 40' 42" W, a distance of 155.71 feet to a point; thence continuing along an arc of a curve to the left having a radius of 2167.00 feet and a central angle of 05° 29' 27", a distance of 207.67 feet to a point; thence running N 16° 18' 13" W, a distance of 156.40 feet to a point; thence continuing along the arc of a curve to the left having a radius of 2177.00 feet and a central angle of 05° 40' 14", a distance of 215.46 feet to a point on the southerly street line of PROPOSED WESTON STREET, as shown on Map No. 2, the last fifteen (15) courses being along land designated as "I-91 NORTH BOUND N/F STATE OF CONNECTICUT" and "N/F STATE OF CONNECTICUT I-91 NORTH BOUND (UNDER CONSTRUCTION)", as shown on the Maps; thence running N 61° 28' 53" E, a distance of 63.82 feet to a point; thence continuing along an arc of a curve to the left having a radius of 60.00 feet and a central angle of 302° 06' 56", a distance of 316.38 feet to a point; thence running S 61° 28' 53" W, a distance of 26.81 feet to a point on the easterly non-access highway line of I-91 North Bound, as shown on Map No. 2, the last three (3) courses being along land designated as "PROPOSED WESTON STREET N/F STATE OF CONN.", as shown on Map No. 2; thence running N 21° 57' 12" W, a distance of 56.16 feet to a point; thence continuing along an arc of a curve to the left having a radius of 785.00 feet and a central angle of 13° 11' 14", a distance of 180.67 feet to a point; the last two (2) courses being along land designated as "N/F STATE OF CONNECTICUT I-91 NORTH BOUND (UNDER CONSTRUCTION)", as shown on Map No. 2; thence running N 19° 04' 42" E, a distance of 296.50 feet to a point, which point marks the northernmost point of the premises herein described; thence running S 64° 33' 12" E, a distance of 41.55 feet to a monument, as shown on Map No. 2; thence running S 63° 04' 27" E, a distance of 733.05 feet to a monument, as shown on Map No. 2; thence running S 48° 40' 33" E, a distance of 472.04 feet to a monument, as shown on Map No. 2; thence running S 21° 06' 53" E, a distance of 438.75 feet to a monument, as shown on Map No. 2; thence running S

06° 32' 54" E, a distance of 750.80 feet to a monument, as shown on Map No. 2; thence running S 06° 54' 22" E, a distance of 659.66 feet to a monument, as shown on Map No. 1; thence running S 06° 46' 58" E, a distance of 594.86 feet to a monument, as shown on Map No. 1; thence running S 06° 26' 48" E, a distance of 566.75 feet to a monument, as shown on Map No. 1; thence running S 01° 48' 44" W, a distance of 577.48 feet to a monument, as shown on Map No. 1; thence running S 09° 44' 22" W, a distance of 398.98 feet to a monument, as shown on Map No. 1; thence running S 09° 55' 27" W, a distance of 311.82 feet to a monument, as shown on Map No. 1, which monument is the point and place of beginning, the last twelve (12) courses being along land designated as "N/F OTHER LAND OF THE CITY OF HARTFORD", as shown on the Maps.

The above described premises contains 124.425 acres.

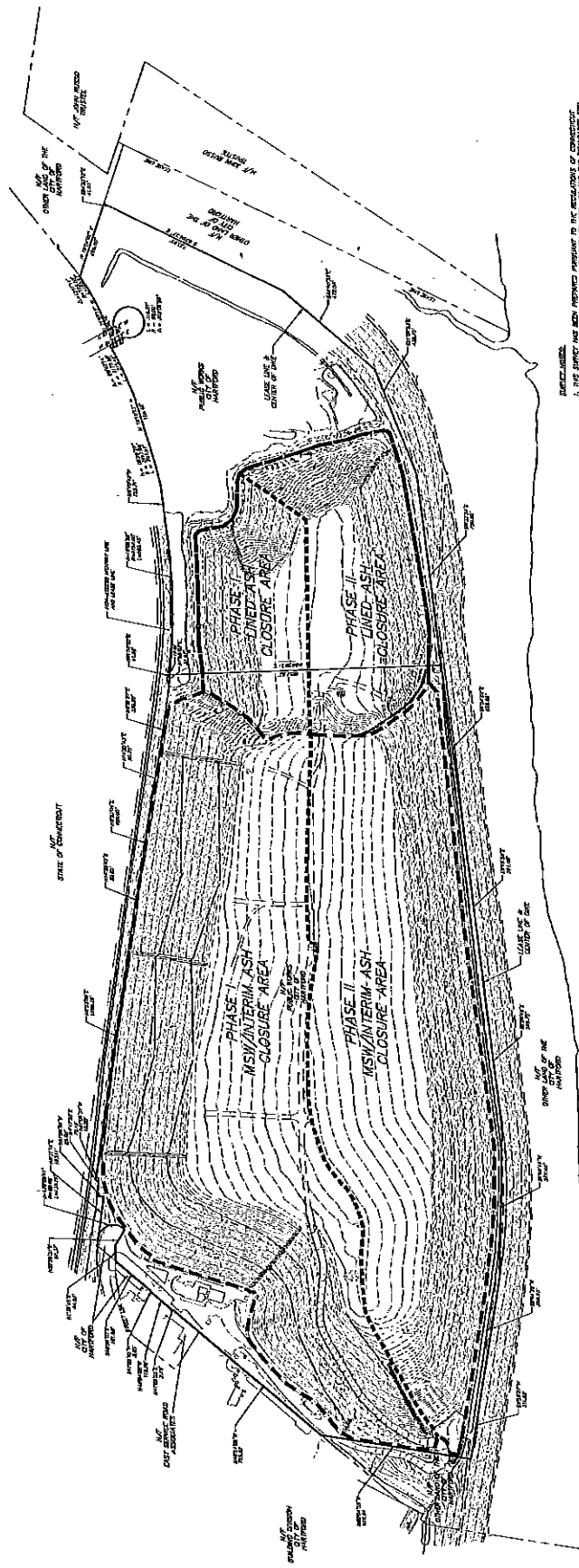
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Schedule B



LEGEND

- PROPERTY LINE
- LINE OF CENTERLINE OF HIGHWAY
- EXISTING CENTERLINE
- ASBESTOS CLOSURE AREA LIMIT LINE
- MSW/INTERIM ASH CLOSURE AREA LIMIT LINE
- LAND ASH CLOSURE AREA LIMIT LINE
- PHASE I / PHASE II BOUNDARY LINE



NOTES:

1. THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONSTRUCTION OF THE STATE OF CONNECTICUT AND THE STANDARDS FOR THE CONSTRUCTION OF THE STATE OF CONNECTICUT AND THE STANDARDS FOR THE CONSTRUCTION OF THE STATE OF CONNECTICUT AND THE STANDARDS FOR THE CONSTRUCTION OF THE STATE OF CONNECTICUT.

2. THE TYPE OF SPACE REFERRED TO IS A CONSTRUCTION PLAN.

3. THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONSTRUCTION OF THE STATE OF CONNECTICUT AND THE STANDARDS FOR THE CONSTRUCTION OF THE STATE OF CONNECTICUT AND THE STANDARDS FOR THE CONSTRUCTION OF THE STATE OF CONNECTICUT AND THE STANDARDS FOR THE CONSTRUCTION OF THE STATE OF CONNECTICUT.

4. THE TYPE OF SPACE REFERRED TO IS A CONSTRUCTION PLAN.

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6. THE TYPE OF SPACE REFERRED TO IS A CONSTRUCTION PLAN.

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PROJECT AND LANDFILL BOUNDARY PLAN PREPARED FOR MATERIALS RENOVATION AND RECYCLING AUTHORITY HARTFORD LANDFILL HARTFORD CONNECTICUT	
FUSS & O'NEILL 100 HARTFORD ROAD HARTFORD, CONNECTICUT 06105 WWW.FUSSONLINE.COM	
SCALE: HORIZONTAL 1" = 100' VERTICAL 1" = 20' GRAPHIC SCALE	DATE: 11/11/2011 DRAWN BY: J. J. JONES CHECKED BY: J. J. JONES PROJECT NO.: 11-001
REVISIONS:	APPROVED: J. J. JONES, P.E.
DESCRIPTION:	DATE:
DRAWN BY:	CHECKED BY:
DESIGNED BY:	REVIEWED BY:
PROJECT NO.:	DATE: