

ADDENDUM TO AGREEMENT NO.
GHTD-RFP #05-015

WHEREAS, the GREATER HARTFORD TRANSIT DISTRICT (the "District") and FIRST TRANSIT, INC. (the "Operator") are parties to that certain Agreement No. GHTD-RFP #05-015 (the "Agreement") concerning the provision of Paratransit Services;

WHEREAS, the District and Operator desire to incorporate into the Agreement the rights, obligations and duties of the District and the Operator concerning the operation and maintenance of all equipment, structures, systems, and materials, including without limitation, the Fueling Station, Fuel Tank, Separator, Emergency Generator System, and Additional Fluid Containers (each as hereinafter defined), now or hereafter located at the property known as 148 Roberts Street, East Hartford, Connecticut (the "Site") in connection with the provision of Paratransit Services;

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

1. **Ownership of the Fueling Station.** The District shall provide Operator with a 10,000 gallon above-ground diesel fuel tank, fuel pump, lines and related facilities (collectively, the "Fueling Station") for use by the Operator at the Site. As of the date of delivery of said fuel tank (the "Fuel Tank") and fuel pump to the Site, such Fuel Tank and fuel pump shall comply in all material respects with all statutes, codes and regulations applicable to the storage of petroleum products in aboveground tanks. At all times the District shall be deemed to be the owner of the Fueling Station and Operator shall have no rights of ownership therein.
2. **Installation of the Fueling Station.** The District shall be solely responsible for preparing the Site for the installation of the Fueling Station, including, without limitation, construction of the fuel island and the provision of electric services. The District shall further be responsible for assuring that the Fueling Station installation comply with all applicable statutes, codes and regulations.
3. **Operation of the Site.** The Operator shall be solely responsible for assuring that the Site is operated and maintained in compliance with all applicable statutes, codes and regulations, including without limitation the General Stormwater Permit (as hereinafter defined) and any and all licenses, permits and approvals relating to the operation of the Site, including all equipment, structures, systems, and materials at the Site, as now or hereafter in effect. The Operator shall ensure that all persons who add and remove fuel from the Fuel Tank or the Emergency Generator Tank (as hereinafter defined) shall be properly trained in the operation of the Fuel Tank, fuel pump and Emergency Generator System, and in the immediate response to the release of any petroleum product at the Site in connection with the operation of the Fueling Station, the Emergency Generator System or otherwise. The Operator shall ensure that proper petroleum spill containment equipment is available in the immediate vicinity of the Fueling Station and in the immediate vicinity of the 600 gallon above-ground diesel fuel tank (the "Emergency Generator Tank") serving the emergency generator (said emergency generator, together with the Emergency Generator Tank, lines and related facilities, the "Emergency

Generator System”), and as otherwise required in accordance with the General Stormwater Permit, the SWPPP Plan and SPCC Plan (each as hereinafter defined), and that all containment structures at the Site shall be maintained in a clean condition and all fluids that collect therein shall be removed on a regular basis in accordance with applicable statutes, codes and regulations.

4. **Release Reporting, Investigation, Remediation and Waste Generation.** The Operator shall be responsible, as generator, for the proper management and disposal, in accordance with all applicable statutes, codes and regulations, of any and all waste generated in connection with the operation of the Site, including without limitation the generation of solid waste, hazardous waste, regulated waste, and waste petroleum products and mixtures at the Site. The Operator shall be responsible for required reporting of all releases of petroleum and other hazardous materials at the Site, including without limitation the Fueling Station, Emergency Generator System, the oil and water separator and related facilities (the “Separator”) and/or the transformer, engine oil, gear oil, and automatic transmission fluid tanks and related facilities (collectively, the “Additional Fluid Containers”), to state and federal authorities in compliance with all applicable statutes, codes and regulations. In addition, the Operator shall promptly report all such releases in writing to the District. The Operator, at its sole cost and expense, shall promptly investigate, remediate and monitor any release of hazardous materials at and from the Site, including the release of petroleum from the Fuel Tank, lines, and pumps, the Separator, the Emergency Generator System and/or the Additional Fluid Containers, at and from the Site and shall remediate and remove any such release in compliance with all applicable statutes, codes and regulations and to conditions that existed at the Site immediately prior to the release. At the request of the District, the Operator shall provide the District with copies of all reports, data, information and documents concerning the operation and maintenance of the Site, including without limitation the Fueling Station, the Separator, the Emergency Generator System and/or the Additional Fluid Containers, and the investigation, remediation and monitoring of any releases of hazardous materials, including petroleum, at and from the Site.

5. **Indemnification.** Without limiting the scope or extent of Section 9 of the Agreement, the Operator shall indemnify, and hold the indemnitees (as such term is defined in Section 9 of the Agreement) harmless from any liability in any amount for damages or claims for damages resulting or alleged to have resulted from personal injury (including but not limited to death, emotional or mental distress and loss of consortium), property damage, and/or damage to natural resources, which may arise or be alleged to have arisen in any way from Operator’s failure to comply with its obligations in this Addendum to the Agreement. Operator’s obligation to defend the indemnitees as set forth in Section 9 of the Agreement shall apply to Operator’s obligations set forth in this Addendum. Operator’s obligations and duties as set forth in this Addendum shall be in force and apply to Operator’s acts, omissions, or failures to act of any kind, whether negligent, the result of Operator’s willful or intentional misconduct, or otherwise, and shall further apply and be in force even if it is contended that the acts, omissions or failures to act of parties other than the Operator (including indemnitees) caused or contributed to the losses, injuries or damages claimed. However, if a court of law determines that parties other than Operator, its contractors or employees caused or contributed to any such losses, injuries or damages, liability with respect to same will be determined and defined pursuant to applicable principles of law and equity. The term “losses” shall have the same meaning as set forth in Section 9 of the Agreement.

6. **General Stormwater Permit, Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasures Plan.** Without limiting the scope or extent of Section 3 of this Addendum to the Agreement, the Operator shall be responsible for operating the Site in accordance with the Connecticut Department of Energy and Environmental Protection General Permit for the Discharge of Stormwater Associated with Industrial Activity effective October 1, 2016 (the “General Stormwater Permit”), the Site Stormwater Pollution Prevention Plan dated May 2017, as amended July 2017, prepared by Comprehensive Environmental, Inc. (the “SWPP Plan”) and the Site Spill Prevention Control and Countermeasure Plan dated June 2017, as amended July 2017, prepared by Comprehensive Environmental, Inc. (the “SPCC Plan”), as they may be amended from time to time, and for implementing, maintaining and enforcing the requirements of the General Stormwater Permit, the SWPP Plan and the SPCC Plan, including without limitation best management practices, corrective actions, spill response, reporting, inspections, recordkeeping, training and maintenance of stormwater and spill control measures; provided, however, that (a) the District shall be responsible for contracting directly with a third party to perform the sweeping of impervious parking areas and vacuuming of pervious parking areas in accordance with the SWPP Plan, and (b) following the submission by Operator to the District of any periodic stormwater discharge monitoring reports and other periodic filings required to be filed with the Connecticut Department of Energy and Environmental Protection pursuant to the General Stormwater Permit, and the approval thereof by the District, the District shall be responsible for ensuring that such reports are so filed.

7. **Transfer Act.** The Operator shall not use or operate the Site or any portion thereof, or permit the Site or any portion of the Site to be used or operated, in any manner that would render the Site or any portion thereof an “establishment” as now or hereafter defined in the Connecticut Transfer Act, Conn. Gen. Stat. §§ 22a-134 *et seq.*

8. **Records.** All records, reports, data, information, notices and documents prepared by or on behalf of, or received by, the Operator hereunder remain the property of the District, shall be maintained by the Operator during the term of the Agreement and shall be delivered to the District upon the expiration or earlier termination of the Agreement. Any report or notice delivered to DEEP or any other governmental authority in the performance of the Operator’s obligations hereunder shall be subject to the prior approval of the District, which approval shall not be unreasonably withheld.

9. **Counterparts.** This Addendum may be signed in any number of counterparts with the same effect as if the signatures hereto and thereto were upon one and the same instrument. Counterpart signatures exchanged by facsimile transmission or by pdf copy sent electronically shall be deemed original signature pages, and the same shall constitute good and valid execution and delivery for all purposes.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated below.

WITNESSES

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[Signature]

WITNESSES

GREATER HARTFORD TRANSIT DISTRICT

By: Vicki L. Shottland

Name: Vicki L. Shottland
Title: Executive Director

7/14/17
Date

FIRST TRANSIT, INC.

By: _____

Name:
Title:

Date

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated below.

WITNESSES

GREATER HARTFORD TRANSIT DISTRICT

By: _____
Name:
Title:

Date

WITNESSES

Quirk B

7-14-2017

FIRST TRANSIT, INC.

By: *[Signature]*
Name:
Title:

07/14/17
Date