

**CONNECTICUT SOLID WASTE SYSTEM**

**ONE-YEAR SOLID WASTE AND  
RECYCLABLES DELIVERY AGREEMENT**

Between

**MATERIALS INNOVATION AND RECYCLING  
AUTHORITY**

And

**[NAME OF HAULER]**

**Effective Date: July 1, 2017**

**CONNECTICUT SOLID WASTE SYSTEM  
ONE-YEAR SOLID WASTE AND RECYCLABLES DELIVERY AGREEMENT**

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This **CONNECTICUT SOLID WASTE SYSTEM ONE-YEAR SOLID WASTE AND RECYCLABLES DELIVERY AGREEMENT** (this “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **MATERIALS INNOVATION AND RECYCLING AUTHORITY**; f/k/a Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 200 Corporate Place, Suite 202, Rocky Hill, 06067 (hereinafter the “Authority”) and **[NAME OF HAULER]**, a **[Name of State] [type of entity]**, having its principal office at **[Address of Hauler]** (hereinafter “Hauler”). The term “Hauler” also includes any affiliates, subsidiaries, related entities, employees and/or agents. The Authority and Hauler are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.” This Agreement shall become effective on July 1, 2017 (the “Effective Date”).

## PRELIMINARY STATEMENT

Pursuant to the terms and conditions set forth below, the Authority is willing to accept Acceptable Solid Waste and Acceptable Recyclables generated within the corporate boundaries of Tier 1 Participating Municipalities and other Connecticut municipalities, and delivered by Hauler to the Connecticut Solid Waste System. The terms “Acceptable Solid Waste,” “Acceptable Recyclables,” and “Connecticut Solid Waste System” shall have the meanings given to them in the Authority’s *Connecticut Solid Waste System Permitting, Disposal & Billing Procedures* (the “Procedures”) presented in **Exhibit H** hereto. The “Designated Facility(ies)”, and the “Tier 1 Participating Municipalities” are listed in **Exhibit B** hereto, which lists of Facilities and Tier 1 Participating Municipalities may be changed from time to time by the Authority. All Acceptable Solid Waste of the Tier 1 Participating Municipalities and certain Acceptable Recyclables of certain Tier 1 Participating Municipalities have been committed pursuant to this Agreement, and Hauler shall deliver all such Acceptable Solid Waste and Acceptable Recyclables to the appropriate Facilities. To avoid doubt, and as designated in **Exhibit B**, certain Tier 1 Participating Municipalities (the “MSW-Only Tier 1 Participating Municipalities”) have not committed any Acceptable Recyclables to the Authority; however, consistent with the terms of this Agreement, Hauler may, but is not obligated to, deliver to the appropriate Facilities Acceptable Recyclables from MSW-Only Tier 1 Participating Municipalities.

**NOW, THEREFORE**, in consideration of the Authority issuing to Hauler a permit to dispose of Acceptable Solid Waste and Acceptable Recyclables, the mutual covenants, promises and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Hauler hereby agree as follows.

### 1. REPRESENTATIONS AND WARRANTIES

#### 1.1 Representations of Hauler

Hauler represents and warrants to the Authority that: (i) Hauler has the full legal power to execute and deliver this Agreement and to carry out its obligations

hereunder, all of which have been duly authorized in accordance with applicable law; (ii) this Agreement shall be in full force and effect and be legally binding upon, and enforceable against Hauler in accordance with its terms upon its due execution and delivery by Hauler and the Authority; and (iii) the execution, delivery and performance of this Agreement by Hauler does not and will not violate, result in any default or acceleration under, permit any third party to rescind any term or provision of, or conflict with any term of, any applicable law, policy, procedure, order, judgment, decree, permit or contract to which Hauler is a party of, is subject to or by which Hauler is bound.

## **1.2 Representations of the Authority**

The Authority represents and warrants to Hauler that: (i) the Authority has the full legal power and authority to execute and deliver this Agreement and to carry out its obligations hereunder, all of which have been duly authorized in accordance with applicable law; (ii) this Agreement shall be in full force and effect and be legally binding upon, and enforceable against the Authority in accordance with its terms upon its due execution and delivery by the Authority and Hauler; and (iii) the execution, delivery and performance of this Agreement by the Authority does not and will not violate, result in any default or acceleration under, permit any third party to rescind any term or provision of, or conflict with any term of, any applicable law, policy, procedure, order, judgment, decree, permit or contract to which the Authority is a party of, is subject to or by which the Authority is bound.

## **2. TERM**

The term of this Agreement (the “Term”) shall commence on the Effective Date and terminate on June 30, 2018, unless sooner terminated according to its provisions.

## **3. GUARANTEE OF PAYMENT**

Pursuant to Section 2.3 of the Procedures, prior to delivering any Acceptable Solid Waste or Acceptable Recyclables to the Facilities, Hauler shall submit, along with its permit application, a guaranty of payment satisfactory to the Authority in all respects.

## **4. COMPLIANCE WITH PRE-DELIVERY REQUIREMENTS AND PROCEDURES**

Prior to delivering any Acceptable Solid Waste and Acceptable Recyclables to the Facilities, Hauler shall obtain all permits that are required by the Procedures and shall comply with all other pre-delivery requirements set forth therein and in the applications (including instructions) for such permits. Hauler shall also, at all times, comply with the Procedures, including any amendments thereto that are made by the Authority from time to time.

All Acceptable Solid Waste and Acceptable Recyclables delivered to the Facilities shall comply with the requirements concerning Acceptable Solid Waste and Acceptable Recyclables, respectively, contained in the Procedures, including any amendments thereto,

and Hauler shall comply in all respects with the foregoing in the performance of its obligations hereunder.

## **5. DELIVERY OF ACCEPTABLE SOLID WASTE AND ACCEPTABLE RECYCLABLES**

During the Term, Hauler shall deliver to the appropriate Facilities all Acceptable Solid Waste generated within the corporate boundaries of any Tier 1 Participating Municipalities that Hauler collects pursuant to this Agreement or otherwise and all Acceptable Solid Waste generated within the corporate boundaries of any Tier 1 Participating Municipalities that comes into Hauler's possession through other means. Notwithstanding the preceding sentence, as more particularly described in **Exhibit A** hereto, Hauler shall deliver a minimum "Scheduled Deliveries" (as defined in **Exhibit A**) of Acceptable Solid Waste.

Hauler shall deliver to the appropriate Facilities all Acceptable Recyclables under its control and collected from residential and municipal customers within the corporate boundaries of any Tier 1 Participating Municipalities, exclusive of the MSW-Only Tier 1 Participating Municipalities, that Hauler collects pursuant to this Agreement or otherwise and all Acceptable Recyclables generated by residential and municipal customers within the corporate boundaries of any of the Tier 1 Participating Municipalities, exclusive of the MSW-Only Tier 1 Participating Municipalities, that comes into Hauler's possession through other means. Notwithstanding the preceding sentence, the requirements of the preceding sentence shall not apply to any municipal Acceptable Recyclables which are the subject of a written agreement (including any such agreement for Acceptable Recyclables from public schools) between Hauler and any Tier 1 Participating Municipality (individually, an "Other Agreement"), that is in effect as of the execution date of this Agreement, including any renewal or extension of such Other Agreement during the Term. Hauler shall not be charged a disposal fee for the delivery of Acceptable Recyclables, except as otherwise set forth in Section 6.1 below. The Authority has established a recyclables delivery credit program. Hauler may be eligible to receive credits under this program from the net proceeds of commodity sales, for each ton of Acceptable Recyclables delivered hereunder, provided that Hauler controls the Acceptable Recyclables and can in its sole discretion determine the facility to which the Acceptable Recyclables will be delivered.

## **6. SERVICE FEES.**

### **Section 6.1 Service Fees**

During the Term, Hauler shall pay the Authority the Service Fees (as hereinafter defined) contained in this Section 6.1.

During the Term, Hauler shall pay the sum of \$70.00 (the "General Service Fee") for each ton of Acceptable Solid Waste delivered to the Facilities. Notwithstanding the preceding sentence, Hauler shall receive a \$2.00 discount (the "Service Discount") for each ton of Acceptable Solid Waste delivered to the Facilities and generated within the corporate

boundaries of any municipality that (i) has entered into a Tier 1 Long-Term Municipal Solid Waste Management Services Agreement with the Authority (or the equivalent of such agreement, as determined by the Authority in its discretion), or (ii) has entered into a Tier 3 Municipal Solid Waste Management Services Agreement with the Authority (or the equivalent of such agreement, as determined by the Authority in its discretion). For avoidance of doubt, Hauler shall pay the sum of \$68.00 (the “Discounted Service Fee”) for each ton of Acceptable Solid Waste described in the preceding sentence. The municipalities that have entered into a Tier 1 Long-Term Municipal Solid Waste Management Services Agreement or a Tier 3 Municipal Solid Waste Management Services Agreement with the Authority are as set forth in Section 6 of **Exhibit B**, as updated from time to time by the Authority.

Acceptable Recyclables delivered to the Authority Essex Transfer Station, the Authority Torrington Transfer Station, and the Authority Watertown Transfer Station, which Acceptable Recyclables originate in a town other than the Tier 1 Participating Municipalities listed in Table 1 of Section 5 in Exhibit B, are the “Non-Tier 1 Transfer Station Recyclables.” During the Term, Hauler shall pay the sum of \$16.00 (the “Non-Tier 1 Transfer Station Recyclable Service Fee”) for each ton of Non-Tier 1 Transfer Station Recyclables delivered.

The General Service Fee, the Discounted Service Fee, and the Non-Tier 1 Transfer Station Recyclables Service Fee are collectively the “Service Fees.”

## 7. MONTHLY STATEMENTS

Not more than fifteen days following the end of each month during the Term, the Authority shall provide Hauler with a monthly statement for the preceding month setting out: (1) the tons of Acceptable Solid Waste delivered by Hauler during the subject month; (2) the tons of Non-Tier 1 Transfer Station Recyclables delivered by the Hauler during the subject month, and (3) the cumulative portion of the Scheduled Deliveries in tons credited to Hauler during the applicable “Delivery Period” (as defined in **Exhibit A**) through and including the subject month (each a “Monthly Statement”).

Should Hauler be subject to “Bypass Charges” and/or “Delivery Payments” as described and defined in **Exhibit A**, such charges shall appear on the Monthly Statement provided in the second month following the conclusion of each Delivery Period. By way of examples; for a Delivery Period ending on March 31, Bypass Charges and/or Delivery Payments would appear on the monthly statement provided the following May; and so on for each Delivery Period.

Each Monthly Statement shall be binding upon Hauler except in the event of manifest error.

## **8. PAYMENTS**

Hauler shall pay to the Authority the amounts due pursuant to each Monthly Statement with respect to any charges and costs incurred in connection with this Agreement, including but not limited to Service Fees, Delivery Payments, Bypass Charges, penalties, fines, interest charges, attorneys' fees and adjustments, within twenty (20) days from the date of such Monthly Statement. If Hauler fails to do so and in addition to all other Authority remedies permitted hereunder, the Authority at its sole discretion, may immediately deny Hauler any further access to the Facilities and/or revoke its permit for the same until Hauler pays in full to the Authority the amounts due pursuant to all past due Monthly Statements including any interest thereon. In the event the Authority denies Hauler further access to the Facilities or revokes its permit for Hauler's failure to pay invoices pursuant to this Section or in accordance with Section 4 of **Exhibit A**, Hauler is not relieved of its legal responsibilities to perform its obligations under this Agreement, including Hauler's obligation to deliver its Scheduled Deliveries.

## **9. HAULER INSPECTION RIGHTS**

Upon reasonable prior written notice from Hauler and during normal business hours, the Authority shall cause the records and other information created and maintained, to be available for review at the Authority's business office by any officer, attorney or accountant representing Hauler when accompanied by a representative of the Authority, for the purpose of verifying any Monthly Statement. Any such review shall be conducted in such a manner so as not to cause interference with the Authority's business operations.

## **10. BREACH; REMEDIES FOR BREACH**

### **10.1 Breach by Hauler**

In the event that Hauler fails to perform any material obligation under this Agreement (other than the sole failure to deliver the Scheduled Deliveries during any Delivery Period), and such failure shall continue for thirty (30) days after written notice thereof from the Authority (except that no such notice and cure period shall apply to any failure to pay under Section 8 hereof), then and in such event such failure shall constitute an event of default by Hauler hereunder and the Authority shall have the right, in addition to any other remedies provided under this Agreement, to do any one or more of the following: (1) terminate this Agreement upon written notice to Hauler; (2) take such commercially reasonable steps as are necessary to protect its interests; or (3) exercise any right or remedy available to the Authority at law or in equity. If Hauler fails to deliver the Scheduled Deliveries for any Delivery Period, then Hauler, in addition to any other Authority remedies hereunder, shall be liable for any Delivery Payments pursuant to **Exhibit A**, which shall be due and payable on demand.

### **10.2 Breach by the Authority**

In the event that the Authority fails to perform any material obligation under this Agreement, and such failure shall continue for thirty (30) days after written notice



thereof from Hauler, then and in such event such failure shall constitute an event of default by the Authority. Hauler shall have the right to do any one or more of the following: (1) terminate this Agreement; (2) take such commercially reasonable steps as are necessary to protect its interests; or (3) exercise any right or remedy available to it at law or in equity.

## **11. MISCELLANEOUS**

### **11.1 Disputes, Forum, Selection, and Choice of Law**

Any and all disputes arising out of a monetary violation(s) imposed against Hauler by the Authority for violations of the Procedures shall be adjudicated using the appeal process presented in Section 6.2 of the Procedures. Any and all other claims and controversies arising out of or under this Agreement or a breach thereof shall first be attempted to be resolved by good faith negotiation between the Authority and Hauler. In the event such claims or controversies cannot be resolved by negotiation between the Authority and Hauler, the Authority or Hauler may commence a legal proceeding in any court of law having jurisdiction located in Hartford County, Connecticut, unless the Parties agree to address the matter by arbitration or mediation. Furthermore, such legal proceeding shall be governed by the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

During any legal proceeding that may be initiated hereunder, the Authority and Hauler shall continue to perform their respective obligations under this Agreement.

### **11.2 Force Majeure**

For purposes of this Agreement, a “Force Majeure Event” is any event that restricts or prevents performance under this Agreement by either Party, is not reasonably within the control of, or caused by any act of commission or omission of an affected Party, and cannot be overcome or avoided by the exercise of due care; excluding, however, any reduction in the supply of Acceptable Solid Waste other than a reduction in such supply permitted pursuant to paragraph 7 of Exhibit A. Subject to the preceding sentence, Force Majeure Events include any drought, flood, earthquake, storm, fire, lightning, explosion, epidemic, war, act of terrorism, civil disturbances, sabotage, work stoppages (e.g., strikes), accident, curtailment of supply for a reason permitted pursuant to paragraph 7 of Exhibit A, unavailability of materials or replacement equipment or restraint by court order that materially affect performance under this Agreement.

Except for all accrued payment obligations of each Party, each Party shall be excused from performance, and will not be considered to be in default in respect to any obligation hereunder, if performance cannot occur due to a Force Majeure Event. Neither Party shall be relieved of its obligations under this Agreement solely because of increased costs or other adverse economic consequences that may be incurred through the performance of such obligations.

### 11.3 Nondiscrimination

Hauler agrees to the following:

- (a) Hauler agrees and warrants that in the performance of the Agreement Hauler will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Hauler that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Hauler further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, , mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Hauler that such disability prevents performance of the Services involved;
- (b) Hauler agrees, in all solicitations or advertisements for employees placed by or on behalf of Hauler, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the “Commission”);
- (c) Hauler agrees to provide each labor union or representative of workers with which Hauler has a collective bargaining agreement or other contract or understanding and each vendor with which Hauler has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of Hauler’s commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) Hauler agrees to comply with each provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the Connecticut General Statutes and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and
- (e) Hauler agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and

procedures of Hauler as relate to the provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes.

- (f) If this Agreement is a public works contract, Hauler agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

#### **11.4 Assignment; Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Authority and Hauler, together with their respective successors and permitted assigns. This Agreement may not be assigned or encumbered by either Party without the consent of the other Party, which consent shall not be unreasonably withheld, except that the Authority may assign its benefits hereunder as security for financing purposes.

#### **11.5 Indemnification**

- (a) Hauler shall protect, indemnify and hold harmless the Authority and its directors, officers, employees, representatives, agents and permitted assigns (individually an “Authority Indemnified Party”) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs and expenses including attorney’s fees, and suits or actions, and will defend the Authority Indemnified Parties in any suit or action including appeals, for (a) personal injury to, or death of, any person or persons, or loss or damage to property arising out of the performance or non-performance by Hauler of its obligations hereunder, (b) the breach of any obligation of Hauler herein contained, or (c) any misrepresentation or breach of warranty by Hauler herein contained. Hauler shall not, however, be required to reimburse or indemnify any Authority Indemnified Party for loss or claim due to the willful misconduct or negligence of any Authority Indemnified Party, and the Authority Indemnified Party whose willful misconduct or negligence is adjudged by a court of competent jurisdiction to have caused such loss or claim will reimburse Hauler (without duplication) for the costs of defending any suit as required above. An Authority Indemnified Party shall promptly notify Hauler of the assertion of any claim against it for which it may be entitled to be indemnified hereunder, shall give Hauler the opportunity to defend such claim, and shall not settle such claim without the approval of Hauler. These indemnification provisions are for the protection of the Authority Indemnified Parties only and shall not establish, of themselves, any liability to third parties.
- (b) To the extent permitted by law, the Authority shall protect, indemnify and hold harmless Hauler and its directors, officers, employees, representatives, agents and permitted assigns (individually a “Hauler Indemnified Party”) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs and expenses including attorney’s fees, and suits or

actions, and will defend the Hauler Indemnified Parties in any suit or action including appeals, for (a) personal injury to, or death of, any person or persons, or loss or damage to property arising out of the performance or non-performance by the Authority of its obligations hereunder, (b) the breach of any obligation of the Authority herein contained, or (c) any misrepresentation or breach of warranty by the Authority herein contained. The Authority shall not, however, be required to reimburse or indemnify any Hauler Indemnified Party for loss or claim due to the willful misconduct or negligence of any Hauler Indemnified Party, and the Hauler Indemnified Party whose willful misconduct or negligence is adjudged by a court of competent jurisdiction to have caused such loss or claim will reimburse the Authority (without duplication) for the costs of defending any suit as required above. A Hauler Indemnified Party shall promptly notify the Authority of the assertion of any claim against it for which it may be entitled to be indemnified hereunder, shall give the Authority the opportunity to defend such claim, and shall not settle such claim without the approval of the Authority. These indemnification provisions are for the protection of the Hauler Indemnified Parties only and shall not establish, of themselves, any liability to third parties.

- (c) The provisions of this Section 11.5 shall survive the expiration or earlier termination of this Agreement.

## **11.6 Whistleblower Provision**

If Hauler is a large state contractor, Hauler shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. “Large state contract” and “Large state contractor” shall have the same meanings as set forth in Section 4-61dd(g) of the Connecticut General Statutes, as may be revised. Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee’s disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

### **11.7 Waiver; Amendment**

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver or amendment hereof must be in writing and signed by the Party against whom such waiver or amendment is to be enforced. If any covenant or agreement contained in this Agreement is breached by any Party and thereafter waived by any other Party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach of this Agreement.

### **11.8 Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to the choice of law rules thereof. Hauler agrees to submit to service of process in, and to the jurisdiction of the courts and appellate courts of the State of Connecticut in connection with any claim or controversy arising out of the interpretation, application or enforcement of this Agreement.

### **11.9 Counterparts**

This Agreement may be executed in any number of original or facsimile counterparts and on separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument. If the Parties elect to execute this Agreement by facsimile or other electronic means, the Parties shall exchange wet- signature original signature pages within a reasonable time after such execution.

### **11.10 Entire Agreement**

This Agreement with its exhibits constitutes the entire agreement between the Parties with respect to the transportation and delivery of Acceptable Solid Waste hereunder, and contains all of the terms and conditions thereof, all prior agreements and understandings whether oral or written having been merged herein.

### **11.11 Severability**

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

**11.12 Notices**

Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, as follows:

(a) If to Hauler:

\_\_\_\_\_ [Hauler Name]  
\_\_\_\_\_ [Hauler Street Address]  
\_\_\_\_\_ [Hauler City, State, Zip]  
Attention: \_\_\_\_\_ [Name/Title]

(b) If to the Authority:

Materials Innovation and Recycling Authority  
200 Corporate Place, Suite 202  
Rocky Hill, CT 06067  
Attention: President with a copy to Director of Legal Services

Changes in the respective addresses to which such notices may be directed, may be made from time to time by either Party by written notice to the other Party.

**11.13 Campaign Contribution Restriction**

For all State Contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, Operator expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions attached hereto as **Exhibit C**, and will inform its principals of the contents of the notice.

**11.14 Affidavit Concerning Nondiscrimination**

At the time of Hauler's execution of this Agreement, Hauler simultaneously executed a document entitled Affidavit Concerning Nondiscrimination and said document is attached hereto and made a part of this Agreement as **Exhibit D**.

**11.15 Contractor's Certification Concerning Gifts**

At the time of Hauler's execution of this Agreement, Hauler simultaneously executed a document entitled Contractor's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit E**.

#### **11.16 Affidavit Concerning Consulting Fees**

At the time of Hauler's execution of this Agreement, Hauler simultaneously executed a document entitled Affidavit Concerning Consulting Fees and said document is attached hereto and made a part of this Agreement as **Exhibit F**.

#### **11.17 President's Certification Concerning Gifts**

At the time of the Authority President's execution of this Agreement, the President simultaneously executed a document entitled President's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit G**.

#### **11.18 Iran Certification Form**

At the time of Hauler's execution of this Agreement, Hauler simultaneously executed a document entitled Iran Certification Form and said document is attached hereto and made a part of this Agreement as **Exhibit I**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have caused this **CONNECTICUT SOLID WASTE SYSTEM ONE-YEAR SOLID WASTE AND RECYCLABLES DELIVERY AGREEMENT** to be executed by their duly authorized representatives as of the date first indicated above.

MATERIALS INNOVATION AND RECYCLING AUTHORITY

By: \_\_\_\_\_  
Thomas D. Kirk  
Its President

**[NAME OF HAULER]**

By: \_\_\_\_\_ [Signature]  
\_\_\_\_\_ [Typed/Printed Name]  
Its \_\_\_\_\_ [Title]



**EXHIBIT A**

**SCHEDULED DELIVERIES**

**[NAME OF HAULER]**

**1. SCHEDULED DELIVERIES**

Each Contract Year of the Term shall be divided into four (4) Delivery Periods as presented in Table 1. During each Delivery Period, Hauler shall deliver the Scheduled Deliveries as presented in Table 1. It is understood and acknowledged that the Scheduled Deliveries for each Delivery Period were mutually agreed to by Hauler and the Authority.

LIMIT TYPE	DELIVERY PERIOD			
	1 (July 1 - September 30)	2 (October 1 - December 31)	3 (January 1 - March 31)	4 (April 1 - June 30)
Scheduled Deliveries (Tons)				
Delivery Cap (Tons)				

The Authority reserves the right to implement a monthly schedule of Delivery Periods at any time during the Term, following reasonable written notice to and consultation with Hauler.

**2. DELIVERY CAP**

During each Delivery Period Hauler may deliver, without penalty or additional cost, Acceptable Solid Waste in excess of the Scheduled Deliveries up to the delivery cap ( the “Delivery Cap”), as presented in Table 1 above.

**3. BYPASS WASTE, BYPASS CHARGE**

In the event Hauler exceeds the Delivery Cap for any Delivery Period, then the Authority may dispose of any or all amounts of Acceptable Solid Waste that exceed the Delivery Cap (“the Bypass Waste”) at any location selected by the Authority. In addition to the Service Fees and other amounts to which the Hauler may be subject hereunder, Hauler shall pay (without duplication as to any such other amounts) a Bypass Charge for each ton of Bypass Waste accepted by the Authority, provided that Bypass Charges will only apply if the Authority does not need the waste for its operations and, therefore, incurs costs to dispose the Bypass Waste at disposal facilities of the Authority’s choice. The Bypass Charge shall be calculated as follows:

*Total incremental costs incurred by the Authority to dispose of Bypass Waste  
Divided (/) by  
Total Tons of Acceptable Solid Waste delivered by all Haulers in excess of their  
applicable Delivery Cap  
Equals (=)  
Per ton Bypass Charge rate.*

The Authority shall provide Hauler with reasonable notice as to the Authority's first incurrence of such costs during each Delivery Period.

#### **4. FAILURE TO DELIVER SCHEDULED DELIVERIES; DELIVERY PAYMENT**

The following criteria shall be used to determine whether the applicable Scheduled Deliveries have been met:

- Only Acceptable Solid Waste shall be credited toward the Scheduled Deliveries. Loads or tons of waste rejected by the Authority or its agents pursuant to the Procedures shall not be credited toward the Scheduled Deliveries.
- Acceptable Solid Waste emanating from any Connecticut municipality and delivered by Hauler to the Facilities shall be credited toward the Scheduled Deliveries.
- Spot waste delivered by Hauler shall not be credited toward the Scheduled Deliveries. Spot waste means Acceptable Solid Waste for which the Authority has made special arrangements with Hauler to deliver to the Facilities at a negotiated per ton disposal rate that may be different from the Service Fees.

If Hauler fails to meet its Scheduled Deliveries obligation:

- (a) for Delivery Period 2 or 3, for any reason other than as permitted under this Agreement, then in addition to any other remedies available to the Authority pursuant to this Agreement, Hauler shall pay to the Authority the amount of forty and 00/100 (\$40.00) dollars for each ton of Scheduled Deliveries Hauler failed to deliver; and
- (b) for Delivery Period 1 or 4, for any reason other than as permitted under this Agreement, then in addition to any other remedies available to the Authority pursuant to this Agreement, Hauler shall pay to the Authority the amount of twenty and 00/100 (\$20.00) dollars for each ton of Scheduled Deliveries Hauler failed to deliver.

The amounts payable pursuant to subsections (a) and (b) above are the "Delivery Payments."

To eliminate doubt, Scheduled Deliveries shall not be prorated or otherwise reduced in the event of the termination of this Agreement by the Authority as the result of a breach of this Agreement by Hauler pursuant to **Section 10.1** of this Agreement. The Parties agree that

the Hauler shall not be excused for its failure to meet its Scheduled Deliveries obligations by reason of an early termination by the Authority for a breach of this Agreement by the Hauler pursuant to **Section 10.1** of this Agreement.

## **5. WAIVER OF BYPASS CHARGE AND/OR DELIVERY PAYMENTS**

The Authority reserves the right in its sole and absolute discretion to waive Delivery Payments and/or Bypass Charges. The Authority's exercise of this right shall in no way impair its future rights under Section 3 and 4 to impose and require the payment of Bypass Charges and/or Delivery Payments.

## **6. INCREASE ADJUSTMENT TO SCHEDULED DELIVERIES**

At any time during the Term, Hauler may submit a written request to the Authority for an increase in the Scheduled Deliveries. Hauler shall provide the Authority with information sufficient for the Authority to evaluate the underlying circumstances of the request. The Authority shall also consult with Hauler concerning such request and supporting information and shall grant or deny such request, which request will not be unreasonably denied.

## **7. DECREASE ADJUSTMENT TO SCHEDULED DELIVERIES**

At any time during the Term, if Hauler becomes aware of circumstances beyond the Hauler's control that might prevent Hauler from meeting its Scheduled Deliveries, Hauler shall use commercially reasonable efforts to obtain and deliver such other Acceptable Solid Waste in order to meet such Scheduled Deliveries. To eliminate doubt, spot waste will not constitute other or additional waste. Hauler shall advise the Authority periodically regarding its efforts to deliver additional waste. If, after expending such effort, Hauler reasonably believes that it will still be unable to deliver the Scheduled Deliveries, Hauler shall submit a written request to the Authority for a decrease in the Scheduled Deliveries. Hauler shall provide the Authority with information sufficient for the Authority to evaluate the underlying circumstances of the request. The Authority shall consult with Hauler concerning such request and supporting information and shall grant or deny such request, which request shall not be unreasonably denied.

Any claim by the Hauler made pursuant to the above procedure of a reduction in the supply of Acceptable Solid Waste shall not constitute justification for a decrease adjustment in Scheduled Deliveries and shall not relieve Hauler from meeting its Scheduled Deliveries, other than for the following reasons: (1) as the result of the imposition by any Tier 1 Participating Municipality of a flow control requirement that has the effect of obliging Hauler to deliver such Tier 1 Participating Municipality's Acceptable Solid Waste to a facility other than an Authority facility; (2) as the result of any Tier 1 Participating Municipality executing any contract or other arrangement with an entity other than the Hauler or any affiliate of Hauler, that has the effect of depriving Hauler of access to such Tier 1 Participating Municipality's Acceptable Solid Waste; or (3) as the result of Hauler electing Alternate Arrangements (as defined in Exhibit B) following a Force Majeure Event. In addition to the foregoing, the Parties agree that they shall negotiate in good faith

with respect to potential reductions to the Scheduled Deliveries, which reductions the Hauler reasonably believes are necessitated by (and can demonstrate to the Authority's reasonable satisfaction are caused by), an increase in municipal recycling.

**EXHIBIT B**  
**DESIGNATED FACILITIES;  
TIER 1 PARTICIPATING MUNICIPALITIES; TIER 1 LONG-TERM AND SHORT-  
TERM, TIER 2, TIER 3, AND TIER 4 MUNICIPAL SOLID WASTE MANAGEMENT  
SERVICES AGREEMENTS**

**1. DESIGNATED FACILITIES**

Hauler has access to the following Authority facilities for the disposal of Acceptable Solid Waste, Acceptable Recyclables and other waste materials to the extent allowed by the Connecticut Department of Environmental Protection and municipal Planning and Zoning permits:

Connecticut Solid Waste System Resource Recovery Facility  
Authority Regional Recycling Facility  
Authority Essex Transfer Station  
Authority Torrington Transfer Station  
Authority Watertown Transfer Station

**2. CHANGES TO DESIGNATED FACILITIES; AUTHORITY OFFER TO FORGO DELIVERIES OF ACCEPTABLE SOLID WASTE.**

During the Term, the Authority shall have the right to direct Hauler to deliver Acceptable Solid Waste to another Designated Facility(ies) for up to five (5) business days total during any calendar month. Such Designated Facility(ies) may be in addition to or in substitution for a prior Designated Facility. The Authority shall provide Hauler written notice of any changes in the Designated Facility(ies). If the Authority selects a Designated Facility(ies), whether or not listed in this **Exhibit B**, the Authority shall pay or credit the Hauler for any additional delivery costs incurred by the Hauler for the delivery of Acceptable Solid Waste to such Designated Facility(ies), not to exceed such additional delivery costs as compared to the Hauler's delivery costs to the original Designated Facility, as demonstrated by the Hauler and agreed to by the Authority, both in a commercially reasonable manner. After such demonstration and agreement, the Authority shall pay or credit Hauler such additional delivery costs, within thirty (30) days after receiving an invoice setting out such additional delivery costs.

Alternatively, the Authority may provide Hauler with a written offer (i) to forgo delivering a specific quantity of Acceptable Solid Waste to any Designated Facility, (ii) to forgo delivering any quantity of Acceptable Solid Waste to any Designated Facility during a specific time period, or (iii) to forgo delivering a specific quantity of Acceptable Solid Waste to any Designated Facility during a specific time period. Hauler shall accept or reject such Authority offer within three business days. Any Acceptable Solid Waste which is the subject of an accepted Authority offer, shall not be included in the calculation of any Scheduled Deliveries or Delivery Cap for Hauler.

### **3. EMERGENCY BYPASS WASTE; FORCE MAJEURE**

Subject to this Section 4, to the extent the Authority determines that it may be unable to accept Acceptable Solid Waste from Hauler at the Designated Facility, the Authority may redirect such Acceptable Solid Waste (“Emergency Bypass Waste”) to another Designated Facility(ies) or Alternative Facility(ies) selected by the Authority. If such inability to accept is caused by a Force Majeure Event, such redirection shall be consented to by Hauler, which consent shall not be unreasonably withheld or delayed. Hauler may in its discretion and with prior written notice to the Authority, elect alternate arrangements (“Alternate Arrangements”), for the disposal of Hauler’s Acceptable Solid Waste necessitated by, and for the duration of any Force Majeure Event.

Any additional costs incurred by Hauler in connection with the Authority’s redirection of Emergency Bypass Waste not caused by a Force Majeure Event, as demonstrated by Hauler in a commercially reasonable manner, shall be paid by the Authority or credited by the Authority to Hauler, within thirty (30) days of the Authority’s receipt of a Hauler invoice setting out the same.

With respect to Emergency Bypass Waste which is redirected by the Authority as the result of a Force Majeure Event and for which Hauler has not elected Alternate Arrangements, and subject to the following paragraph, the Hauler shall pay the Authority any Service Fees and the other amounts payable hereunder in the normal course and billed by the Authority. The Authority shall reimburse Hauler for any incremental costs in addition to the amounts in the preceding sentence (“Additional Costs”), incurred by Hauler for the transportation of such Emergency Bypass Waste, as demonstrated by Hauler in a commercially reasonable manner. The Authority shall use commercially reasonable efforts to overcome promptly any inability to accept Hauler’s Acceptable Solid Waste at the Designated Waste Facility.

The Authority obligation to pay Additional Costs with respect to certain Emergency Bypass Waste described in the preceding paragraph, is subject to the following conditions precedent: (i) the Authority has obtained insurance (“Additional Costs Insurance”), with reasonable terms and conditions, and at reasonable cost (all as determined by the Authority in its sole discretion), requiring the reimbursement of the Authority for such Additional Costs, and such Additional Costs Insurance is in effect; and (ii) the Authority has received reimbursement under such Additional Cost Insurance for such Additional Costs. The Hauler shall be responsible for any and all Additional Costs incurred by Hauler with respect to the Emergency Bypass Waste described in the preceding paragraph, for which the Authority has not received full reimbursement under Additional Costs Insurance pursuant to this paragraph. Such payment obligation by Hauler shall not be conditioned on a requirement that the Authority appeal or otherwise adjudicate a full or partial denial by its insurer of coverage for the subject Additional Costs in any forum and for any reason.

### **4. TIER 1 PARTICIPATING MUNICIPALITIES**

Listed in Table 1 below is the list of Tier 1 Participating Municipalities. Certain of the Tier 1 Participating Municipalities are designated as MSW-Only Tier 1 Participating Municipalities. The list set forth in Table 1 shall be updated by the Authority from time to time.

Table 1 – Tier 1 Participating Municipalities

Avon	Litchfield
Barkhamsted	Lyme
Beacon Falls	Marlborough
Bethlehem	Middlebury
Bloomfield	Middlefield*
Canaan	Naugatuck*
Canton	New Hartford
Clinton	Norfolk
Colebrook	North Canaan
Cornwall	Old Lyme
Deep River	Old Saybrook
Durham*	Oxford
East Granby	Portland
East Hampton	Rocky Hill
Ellington	Roxbury
Essex	Salisbury
Farmington	Sharon
Glastonbury	Simsbury*
Goshen	Thomaston
Granby	Torrington
Haddam	Watertown
Hartford	Wethersfield
Harwinton	Winchester
Killingworth	Woodbury

\* - MSW-Only Tier 1 Participating Municipalities.

**5. MUNICIPALITIES WITH TIER 1 LONG-TERM, TIER 1 SHORT-TERM, TIER 2, TIER 3 AND TIER 4 MUNICIPAL SOLID WASTE MANAGEMENT SERVICES AGREEMENTS**

The following municipalities have entered into a Tier 1 Long-Term, Tier 1 Short-Term, Tier 2, Tier 3 or Tier 4 Municipal Solid Waste Management Services Agreements with the Authority.

**Tier 1 Long-Term Municipal Solid Waste Management Services Agreement**

Avon	Killingworth
Barkhamsted	Litchfield
Bethlehem	Lyme
Bloomfield	Marlborough
Canaan	Middlebury
Canton	Naugatuck
Clinton	New Hartford
Colebrook	Norfolk
Cornwall	North Canaan
Deep River	Old Lyme
East Granby	Old Saybrook
East Hampton	Portland
Ellington	Rocky Hill
Essex	Roxbury
Farmington	Thomaston
Glastonbury	Torrington
Goshen	Watertown
Granby	Wethersfield
Harwinton	Winchester
Hartford	

**Tier 1 Short-Term Municipal Solid Waste Management Services Agreement**

Beacon Falls	Simsbury
Durham	Woodbury
Haddam	
Middlefield	
Oxford	
Salisbury	
Sharon	

**Tier 2 Municipal Solid Waste Management Services Agreement**

Manchester	
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**Tier 3 Municipal Solid Waste Management Services Agreement**

Chester	
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**Tier 4 Municipal Solid Waste Management Services Agreement**

East Hartford	
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