



**ADDENDUM NO. 2
Issued May 17, 2012
TO
REQUEST FOR PROPOSALS (“RFP”)
FOR
REDESIGN, UPGRADE, AND OPERATION
& MAINTENANCE SERVICES AT CRRA’S
STRATFORD INTERMEDIATE PROCESSING CENTER
(RFP Number FY12-OP-011)
(RFP Issued April 16, 2012)**

Note: Proposers are required to acknowledge this and all Addenda in Section 5(a) of the Proposal Form.

1. RESPONSES TO QUESTIONS

Note: For the purposes of these answers, the term “Contractor” shall mean the successful Proposer upon the successful negotiation and execution of an Agreement.

1.	Question	May the insurance required in the Agreement be obtained through umbrella policies?
	Answer	Umbrella/Excess policies that cover the exposures and limits identified in Section 6.1 of the Agreement may be used. It is important to note that proposers would be required to demonstrate adequate coverage to meet all lines and limits including Professional Liability and Contractors’ Pollution Liability insurance.
2.	Question	Is confidential financial or other information from a Proposer subject to disclosure under Connecticut’s Freedom of Information Act?
	Answer	Connecticut General Statutes Section 1-210(b)(5)(B) provides that nothing in the Freedom of Information Act shall be construed to require disclosure of “...Commercial or financial information given in confidence, not required by statute...” Any information submitted by Proposer which is exempt pursuant to Section 1-210(b)(5)(B) should be clearly marked as confidential and proprietary, and isolated from other documentation submitted.
3.	Question	How will the Agreement be affected, if at all, if CRRA and SWEROC do not extend their agreement past June 30, 2014.
	Answer	The terms of the agreement will not change. The RFP asks proposers to consider both scenarios in which the SWEROC tons are available and scenarios in which they are not. The compensation form allows for different pricing for tons which the contractor has to source themselves vs. tons that are sourced via the agreement between CRRA and SWEROC.
4.	Question	Will the contractor be required to dispose of residue tonnage at a CRRA designated and/or approved location? Can the Contractor suggest an alternative site to the Authority for approval?
	Answer	The contractor can propose a site for the disposal of residue tonnage. CRRA reserves the right to approve or reject any site to which the contractor proposes delivering residue materials.
5.	Question	What will be the hours for the scale house operated by CRRA? Will the Contractor have the right to request that CRRA keeps staff at the scale house for additional hours?
	Answer	In general, CRRA will operate the scale within the permit requirements, and intends to operate the scale as needed to meet the needs of incoming customers. The current scale hours at the Stratford IPC are from 7am through 3pm. Such hours may be revised as part of contract negotiations.

6.	Question	Is there any point during Task 1 at which CRRA would reimburse the awarded part for any out-of-pocket expenses if CRRA terminates the agreement.
	Answer	No.
7.	Question	If a Proposer begins contract negotiations but the negotiations do not result in the award of a contract through no fault of CRRA, will the Proposal Security be forfeited?
	Answer	If a Proposer negotiates in good faith and makes every reasonable effort to successfully negotiate a mutually acceptable final agreement, but the Proposer and CRRA cannot reach a mutually acceptable final Agreement, CRRA expects that the Proposal Security would be returned to the Proposer. However, if Proposer does not negotiate in good faith, uses contract negotiations to prevent CRRA from reaching a mutually acceptable agreement with another Proposer, or does not make every reasonable effort to successfully negotiate a mutually acceptable final Agreement, the Proposal Security, would be forfeited by the proposer.
8.	Question	Can proposers obtain a copy of the inter-local SWEROC agreement and/or a copy of the agreement between CRRA and SWEROC?
	Answer	A copy of both agreements is attached.

9.	Question	Please provide further details regarding which party will be responsible for the utility expenses upon commencement of the Contract.
	Answer	CRRA expects that in general, utilities will become the responsibility of the Contractor upon commencement of Task 2 services. However, specific details regarding any portion of the property for which the Contractor proposes not to pay for the utilities, as well as any details regarding payment of the utilities during Task 1 are expected to be finalized during contract negotiations.
10.	Question	Please provide further details regarding which party will be responsible for property taxes upon commencement of the Contract.
	Answer	For the purposes of this proposal, assume that any property taxes will be paid in full by the Contractor.
11.	Question	In accordance with item #10 of the “Questions to be ADDRESSED” form, please provide an estimated value of the existing on-site equipment.
	Answer	<p>The existing on-site recycling processing equipment (including the granulators, balers, feed conveyors, and sorting system) no longer has any asset “book value.” The primary value is presumed to be scrap unless a proposer believes they can repurpose this equipment in the operation of the Stratford IPC.</p> <p>In order to comply with capital disposition requirements, as part of the final contract negotiation, the Contractor and CRRA will need to agree to a scrap value for such equipment and identify how that scrap value will be incorporated into the new Agreement.</p>

12.	Question	What is the Authority’s protocol for handling waste oil and other hazardous materials that are tipped at the IPC?
	Answer	<p>The specific details will be negotiated with selected proposers when negotiating a final scope of work. For the purposes of helping proposers prepare their proposal, here is language from a previous agreement:</p> <p style="text-align: center;">“Potentially Hazardous Materials</p> <p>By far the primary source of potential emergency situations at the Stratford RRC is hazardous materials brought into the building as part of a load of recyclables. While it is the policy of the Stratford RRC that all trucks carrying potentially hazardous materials must not be allowed to discard their loads onto the tipping floor, there is the possibility that potentially hazardous material may still be found in the process stream. The Stratford RRC has developed procedures and plans to minimize the potential of an emergency situation developing due to the mishandling of unwanted wastes and materials. These provisions include training of operators and key personnel on the identification and response to a potential hazard, preventing the spread of the hazard by isolating and removing the unwanted waste and routine inspecting to assure that these procedures are being appropriately applied. As part of the prevention measure, smoking is not allowed within the processing areas of the Stratford RRC. “No Smoking” signs must be prominently displayed throughout the Stratford RRC.</p> <p>Potential emergency situations associated with potentially hazardous materials are prevented by removing the unwanted material from the process stream, isolating the material in a storage bin with other compatible materials and then removing the material from the Stratford RRC. The material must be removed from the Stratford RRC once it has been properly identified and once an appropriate disposal facility is ready to accept the material.</p> <p>Hazardous materials may be in unmarked containers or in cans sufficiently small enough so as to be overlooked during the initial residue waste inspections by the foreman. Therefore, all operators as well as the foreman must be trained in identifying potentially hazardous materials.</p> <p>In the event that a potentially hazardous material is found during the final separation process by an operator, it is removed from the process stream by the operator and placed into temporary receptacles. Chemical resistant (neoprene) gloves are available at the operator's station should they be needed for this purpose. The foreman supervising the operator must then be notified of the discovery. The foreman is responsible for determining the hazard potential of the removed material.</p> <p>Should the foreman determine that a potential release of material or a fire or explosion is imminent, he/she must initiate emergency response activities. (See Sections 10.3 and 10.4 of this O&M Plan.)</p> <p>Should potentially hazardous materials be found in the process stream, every effort must be made to determine the city or town of origin. If the town/city of origin is identified, the town/city will be notified.</p> <p>Records must be maintained on the quantities, nature, and origin (if determined) of the unwanted waste. The waste characterization and destination must also be noted. “</p>

2. ATTACHMENTS

- Attachment 1: COPY OF AGREEMENT BETWEEN SWEROC AND CRRA
- Attachment 2: COPY OF INTERLOCAL AGREEMENT ESTABLISHING SWEROC

END OF ADDENDUM 1

ATTACHMENT 1

1991 SWEROC AGREEMENT WITH CRRA

AMENDED AND RESTATED AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT, dated as of June 27, 1991 by and between the Southwest Connecticut Regional Recycling Operating Committee ("SWEROC") and the Connecticut Resources Recovery Authority ("Authority") to set forth and clarify the powers, responsibilities and duties of each of the parties in achieving the successful operation of the Southwest Connecticut Regional Solid Waste Recycling Program.

RECITALS

SWEROC and the Authority entered into a certain Agreement dated February 20, 1990, to set forth and clarify the powers, responsibilities and duties of each of the parties in achieving the successful operation of The Southwest Connecticut Regional Solid Waste Recycling Program (the "Original Agreement").

SWEROC and the Authority desire to amend and restate certain provisions of the Original Agreement and to establish certain other rights, privileges, responsibilities and obligations with respect to each other in connection with the Southwest Connecticut Regional Solid Waste Recycling Program.

Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SWEROC and the Authority hereby amend and restate the Original Agreement in its entirety as follows:

W I T N E S S E T H:

WHEREAS, the State of Connecticut ("State") has determined that recycling of certain materials is more advantageous to the State and to the public than incineration and landfilling of such materials and has directed the Commissioner of Environmental Protection ("Commissioner") to include in the statewide solid waste management plan a strategy to recycle not less than twenty-five percent of the solid waste generated in the State after January 1, 1991, which strategy shall include the development of intermediate processing centers and regional recycling programs; and

WHEREAS, as a step toward establishing a regional recycling program in conformance with State policy, seventeen cities and towns of southwest Connecticut, namely, the Cities of Bridgeport, Milford, Norwalk, Shelton and Stamford and the Towns of Darien, Easton, Fairfield, Greenwich, Monroe, New Canaan, Orange, Stratford Trumbull, Westport, Weston and Wilton ("Contracting Communities")

have entered into an Agreement establishing the Southwest Connecticut Regional Recycling Operating Committee to administer their recycling Program (the "SWEROC Agreement"); and

WHEREAS, SWEROC and the Authority deem it advisable to contract with an investor-owned entity ("Vendor"), which presently is Fairfield County Recycling, Inc., to operate the Intermediate Processing Center ("IPC") with which SWEROC presently has an agreement dated April 16, 1990, which agreement will be amended or a new agreement may be executed between the parties and another vendor (both of which agreements and any amendments hereto shall herein after be referred to as the "Vendor Contract"); and

WHEREAS, the Authority has experience in developing and operating solid waste and recycling projects and is able and willing to assist SWEROC by financing and owning the IPC because the IPC is essential to providing municipal solid waste management services under the Municipal Service Agreements between certain of the Contracting Communities and the Authority in that it would process waste generated by the Contracting Communities; and

WHEREAS, SWEROC recognizes the need to have the Authority assist it in the development and operation of the IPC as described herein; and

WHEREAS, SWEROC has entered into an agreement with the Department of Environmental Protection ("DEP") under which the DEP will provide substantial funds to SWEROC to finance capital costs incurred by SWEROC and the Contracting Communities in providing the equipment and materials necessary to effect a total regional recycling program; and

WHEREAS, the functions to be performed by SWEROC and by the Authority in achieving a successful regional recycling program need to be defined and delineated.

NOW THEREFORE, SWEROC AND THE AUTHORITY (the "Parties") agree as follows:

1. GENERAL RESPONSIBILITY. SWEROC shall set policies and be responsible for the development, operation and management of an efficient and economical regional solid waste recycling program for the Contracting Communities. In fulfilling this responsibility, SWEROC shall utilize the services of the Authority in the manner specified herein, as well as when SWEROC determines that the services which the Authority can provide will contribute to a more effective recycling program.

2. SWEROC RESPONSIBILITIES. SWEROC shall be responsible for and shall perform the following:

(A) Design and Construction of Intermediate Processing Center.

(1) SWEROC shall monitor and keep itself informed on matters relating to the design, construction and operation of the IPC.

(2) SWEROC shall review and approve a budget for development and construction of the IPC within thirty (30) days of submission of same to SWEROC by the Authority. Such approval shall not be unreasonably withheld. Expenditures within the budgeted amount, and any additional amounts approved by SWEROC, and other costs including debt service, shall be paid to the Authority by including in the tip fees charged to the Contracting Communities and other users of the IPC an amount sufficient to reimburse the Authority for all such amounts, less total rental income previously received from or rental offset previously applied to Vendor, if any. All building and equipment capital costs associated with the development of the IPC shall be amortized over a period of ten (10) years. Amounts in addition to the budgeted amount which are needed to complete construction of the IPC shall be submitted to SWEROC for review and approval. Such approval shall not be unreasonably withheld.

(3) SWEROC has written technical specifications contained in the Vendor Contract and hereby reaffirms its approval of said technical specifications.

(4) SWEROC may engage an engineer to assist SWEROC in analyzing whether the plans and building specifications prepared by the Authority are adequate to meet the prescribed technical specifications.

(5) If said building plans are adequate to meet the prescribed technical specifications, then SWEROC shall approve said building plans. Any material variation of the technical specifications or building plans after they have been approved by SWEROC must be reviewed and approved by SWEROC.

(B) Operations and Marketing

(1) SWEROC shall oversee and coordinate the collection of recyclables and delivery of same to the IPC by the Contracting Communities and shall use its best efforts to ensure that the Contracting Communities deliver all of their Recyclable Materials to the IPC.

(2) SWEROC shall be responsible for ensuring and coordinating delivery of recyclable materials to the IPC and, to the extent that recyclable materials conforming to the technical specifications are not being delivered, shall require that the offending Contracting Communities deliver to the IPC recyclable materials which conform to the technical specifications.

(3) SWEROC shall be responsible for and shall take all necessary actions to obtain grants from the DEP and other sources and shall determine the allocation and use of such funds.

(4) SWEROC shall administer the regional education and promotional programs relating to recycling.

(C) Budgeting, Fee Collection and Disbursements.

(1) In general, SWEROC shall approve all items of expense and income associated with the operation of the IPC and the allocations of such expenses and income among the Contracting Communities which approval shall not be unreasonably withheld and, following such approval, the Authority shall pay all bills, deposit all income and bill the Contracting Communities. All income from (i) the sale of products recovered from recycling, (ii) recycling spot recyclable materials from persons other than the Contracting Communities, (iii) payments from the Contracting Communities and (iv) rental income from or rental offset payments applied to the Vendor shall be sent directly to the Authority and all disbursements shall be made by the Authority. The only moneys handled directly by SWEROC shall be moneys covering the administrative costs of SWEROC referred to in subsection (3) below.

(2) SWEROC shall approve in advance of incurrence, all expenses and expenditures for which the Authority will make disbursements. Provided, however that, with respect to amounts due to the Authority in accordance with Section 2.(A)(2) of this Agreement, once SWEROC has approved a budget for development and construction of the IPC, no further approval shall be required so long as the amount expended in developing and constructing the IPC are within the limits of the approved budget. With respect to the cost of services rendered by the Authority or its agents, the Authority shall submit to SWEROC for approval a proposed annual budget covering, by line items, all of the Authority's services for the following year to include an amount for unanticipated expenses, not to exceed 10% of the budgeted amount. After SWEROC has approved a budget for the Authority's services, no further periodic approval by SWEROC of the Authority's cost of services shall be required so long as said cost of services does not exceed the limits of the approved budget. If the Authority foresees that the cost of its services will exceed the budget limits it will request approval for additional authorization from SWEROC and will not expend any funds beyond the budget limits until SWEROC grants such approval, which approval shall not be unreasonably withheld. Provided, however, that if the Authority reasonably believes that the expenditure of such funds is required in order to protect the IPC from damage or deterioration, such approval prior to expenditure shall not be required. The Authority recognizes that

with respect to any amounts to be charged to the Contracting Communities over and above budget amounts approved by SWEROC, the Contracting Communities shall not be required to pay such amounts until the next fiscal year.

(3) SWEROC, after receiving a proposed annual budget from the Authority covering the components of its budget for which the Authority is responsible, shall adopt an annual budget covering all income and expenses of the recycling program and provide technical assistance to the Contracting Communities on budgetary matters. The amount included in the annual budget for SWEROC's administrative costs shall be paid to SWEROC by the Authority in four equal quarterly payments commencing on the first day of July and continuing on the first day of October, January and April of each fiscal year. If such budgeted amount is insufficient to cover SWEROC's costs during any given year, SWEROC may request additional funds for its costs from the Authority. Any such additional costs approved for payment by the Authority shall be treated in the same manner as in Section 2.(C)(4), below.

(4) SWEROC shall not unreasonably withhold approval of fees set by the Authority for the services rendered to the Contracting Communities and other users of the IPC, which fees shall be set in accordance with Section 3.(C)(1), below. Such fees shall be sufficient to cover all expenses relating to the recycling program and to the development, construction and operation of the

IPC including expenses incurred by SWEROC and the Authority in carrying out their obligations under this Agreement. The tip fees shall further be sufficient to cover any amounts approved by SWEROC in excess of budgeted amounts expended during the previous year.

(5) Any amounts due to the Authority from SWEROC, the Contracting Communities, and amounts representing rental income or rental offsets due from Vendor, shall be paid to the Authority through tip fees paid by the Contracting Communities to the Authority, SWEROC shall be obligated to collect from Contracting Communities all funds necessary to pay all amounts due to the Authority.

(6) SWEROC guarantees payments of all amounts due to the Authority under this Agreement and the Vendor Contract and shall take all steps necessary to collect funds sufficient to satisfy said amounts including, but not limited to, enforcement of all rights it may have against any of the Contracting Communities pursuant to the SWEROC Agreement.

3. AUTHORITY RESPONSIBILITIES. The Authority shall perform the following:

(A) General Principles.

(1) The Authority: (i) shall assist SWEROC in developing an IPC, (ii) may market products recovered from the

recycling process, (iii) shall permit disposal of residue resulting from the recycling process in an Authority facility, (iv) shall set tip fees approved by SWEROC in accordance with Section 3.(C)(1), bill all users of the IPC, receive and disburse all moneys relating to the recycling program and (v) shall keep SWEROC fully informed of all significant matters, including the progress of property acquisition, financing and construction.

(2) the Authority shall use its best efforts to obtain necessary regulatory permits for the construction of the IPC, and shall construct the IPC in accordance with the Vendor Contract.

(3) The Authority in performing its duties as provided in this Agreement, shall only expend those amounts as provided for in Subparagraph 2.(C)(2).

(4) The Authority shall be SWEROC's designee under the Vendor Contract consistent with the responsibilities set forth within this Agreement, and may enforce all rights and receive all benefits under said Vendor Contract, and the SWEROC Agreement, either alone or together with SWEROC and/or the Contracting Communities, for its own benefit and/or for the benefit of SWEROC and/or the Contracting Communities.

(B) Construction and Operation of IPC.

(1) The Authority shall make reasonable efforts to permit, finance and construct the IPC in accordance with the terms of the Vendor contract. If the Authority purchases the site, constructs the IPC building and purchases the equipment, the Authority will own the IPC and the IPC site, and will lease the IPC building, site and equipment to Vendor in accordance with the terms of the Vendor Contract. The IPC and IPC site shall be an asset of the Bridgeport project to be held for the benefit of the Contracting Communities to the extent the Contracting Communities are obligated to pay, and do actually pay, Authority costs incurred in connection with the IPC over the entire period that bonds issued by the Authority to finance such costs are outstanding. The Authority shall advise SWEROC of necessary or desirable changes, and shall make recommendations to SWEROC as to actions SWEROC should take in connection with the acceptance of the IPC.

(2) The Authority shall monitor the operations of the IPC with the objective that the IPC shall operate efficiently and economically, meet the safety, maintenance and environmental standards contained in the Vendor Contract and comply with all applicable state and federal laws and regulations, including but not limited to those pertaining to labor, construction, safety, the environment and anti-discrimination.

(3) To the extent the Authority has such information, the Authority shall submit to SWEROC monthly written progress reports covering the construction and operation of the IPC including information regarding the marketing of products from the recycling process, recycling of spot recyclable materials from persons other than the Contracting Communities, the disposition of residue and the adherence by Vendor to labor, construction, safety, maintenance and environmental standards.

(4) The Authority, in carrying out its duties hereunder, will work closely with Vendor and advise SWEROC of any additions, deletions or other changes to the IPC, additional capital needs of the IPC, or other actions which the Authority believes should be approved by SWEROC.

(5) The Authority shall oversee the marketing of products recovered from recycling to maximize the net revenues from the sale of such recovered products. If SWEROC elects to direct the marketing of such products under the Vendor Contract, the Authority shall exercise the marketing function on behalf of SWEROC. The Authority shall in good faith attempt to maximize revenues by marketing products in conjunction with other operations in the State which are similar to that of the IPC. The Authority shall so advise SWEROC and make such recommendations to SWEROC as

the Authority deems appropriate. In addition, the Authority may exercise the rights of SWEROC to direct the marketing of products in accordance with the Vendor Contract.

(6) The Authority shall allow the disposal of combustible residue conforming to the conditions and limitations contained in the Vendor Contract at the Authority's Bridgeport Facility consistent with the Solid Waste Disposal Agreement between the Authority and Bridgeport Resco, dated November 15, 1985.

(7) In accordance with the Vendor Contract, the Authority shall work in conjunction with Vendor in monitoring the wasteload mix delivered to the IPC by the Contracting Communities and if any Contracting Community or other entity delivering materials for recycling to the IPC is not delivering materials conforming to the technical specifications, the Authority shall promptly report such instances to SWEROC in writing.

(C) Budgeting, Fee Collection and Disbursements.

(1) The Authority shall annually determine the amount of the tip fees to be charged to Contracting Communities and other users of the IPC, which SWEROC shall review and approve. Such approval shall not be unreasonably withheld. Such tip fees shall, at a minimum, be sufficient to cover specifically the amounts and

costs referred to in Sections 2.(A)(2), 2.(C)(2) and 2.(C)(3) of this Agreement. In general, however, the tip fee shall be set at a level sufficient to cover all costs of developing, constructing and operating the IPC and the recycling program, including costs incurred by the Authority and SWEROC in carrying out their obligations under this Agreement.

(2) All invoices for goods delivered and services rendered to SWEROC not previously approved in accordance with Section 2.(C)(2) or 2.(A)(2), including invoices from Vendor, and all statements of revenues received from spot recycling and sale of products recovered from the recycling process, shall be submitted directly to SWEROC for review and approval, which approval shall not be unreasonably withheld. With respect to the cost of services rendered by the Authority or its agents, the procedure for review and approval shall be as outlined in Subparagraph 2.(C)(2). After approval, SWEROC shall promptly forward to the Authority approved invoices for payment and approved statements of revenues received.

(3) The Authority, within the time limit required by the Vendor Contract or as otherwise required by contract or law, shall receive and pay invoices covering amounts due Vendor and others which have been provided for in the approved budget.

(4) With SWEROC's approval, the Authority may finance any capital project relating to the recycling program, and may lend funds to the program to be repaid from revenues derived from the program, under terms mutually agreed upon at the time of such loan.

(5) The Authority shall submit to SWEROC a monthly financial accounting, in form and content substantially in the form and content mutually agreed to by the Authority and SWEROC, of all revenues received and all costs and expenses paid or credited by the Authority.

(6) The Authority, on or before the 30th day of September of each year, shall provide an annual summary for all revenues received and all disbursement or credits made during the previous fiscal year.

(7) The Authority, in connection with SWEROC preparing its annual budget, shall prepare a breakdown of the Authority's charges for the next fiscal year for services to be performed pursuant to this Agreement.

(8) The Authority shall submit to an annual audit of its books and records of account relating to the IPC operation and the recycling program.

4. JOINT RESPONSIBILITIES.

(A) SWEROC and the Authority shall reasonably discharge their responsibilities and obligations hereunder with the exercise of due care and good faith and in the best interests of the recycling program. Problems which may arise in the course of developing an efficient operation, shall be resolved by SWEROC and the Authority in a fair and reasonable manner.

(B) This Agreement shall continue until the obligations of SWEROC and the Authority under the Vendor Contract are fulfilled, and shall be automatically renewed in the event that the Vendor Contract is renewed. The Authority and SWEROC shall cooperate in good faith to negotiate an amended Vendor Contract with FCR. In the event FCR does not agree to an amended Vendor Contract or FCR or a substitute Vendor defaults on its Vendor Contract, then SWEROC and the Authority shall cooperate in good faith to negotiate a new Vendor Contract.

(C) SWEROC and the Authority shall cooperate in causing the IPC to achieve the operational capacity required under the Acceptance Test in the Vendor Agreement.

5. MISCELLANEOUS.

(A) Any payment by the Authority pursuant to this Agreement shall be made solely from program funds available to the Authority except as provided in Subparagraph 3(C)(3) and 2(c)(2) and 2(c)(5) above.

(B) The Authority shall not be held responsible by SWEROC for failure of Vendor to perform in accordance with the Vendor Contract.

(C) SWEROC hereby acknowledges that the Authority is attempting to finance and construct the IPC building, site and equipment to permit Vendor and SWEROC to proceed with the development and operation of the IPC in accordance with the Vendor Contract and that no liability on the part of the Authority to SWEROC to finance, purchase, construct or otherwise develop the IPC building, site or equipment is intended by this Agreement. Furthermore, the Authority makes no warranties with regard to the suitability of any site, or with regard to the equipment specified by Vendor to be purchased by the Authority or with regard to the technical specifications for the IPC.

(D) In no event shall the Authority be liable for damages to SWEROC, Vendor, the Contracting Communities or any other person or entity arising from this Agreement or the Vendor Contract.

(E) The Authority and SWEROC shall cooperate in enforcement actions regarding the delivery of recyclable materials, but the Authority shall not be liable under the Vendor Contract for failure of SWEROC or the Contracting Communities to deliver recyclable materials.

(F) This Agreement may be amended by mutual consent of the parties. Any such amendment, in order to be effective, must be in writing and signed by the parties to this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement by causing its name to be hereunto subscribed by its Chief Executive Officer and its official seal to be impressed hereon as of the day and year first above written.

SOUTHWEST CONNECTICUT REGIONAL
RECYCLING OPERATING COMMITTEE
(SWEROC)

Attest:

Valerie L. Knight

By: Q. L. D. L.

Its *PRESIDENT*

CONNECTICUT RESOURCES
RECOVERY AUTHORITY (CRRA)

Attest:

[Signature]
Vice President

By: [Signature]
Its Vice Pres.

Approved By
THE INTERLOCAL ADVISORY BOARD

Attest:

[Signature]

By: [Signature]
Its CHAIRMAN

ATTACHMENT 2

1989 INTERLOCAL AGREEMENT ESTABLISHING SWEROC

INTER-COMMUNITY AGREEMENT
ESTABLISHING THE
SOUTHWEST CONNECTICUT REGIONAL
RECYCLING OPERATING COMMITTEE
"SWEROC"

BY AND AMONG

THE CITIES OF BRIDGEPORT, MILFORD,
NORWALK, SHELTON AND STAMFORD

AND THE TOWNS OF DARIEN, EAST HAVEN*, EASTON, FAIRFIELD,
GREENWICH, MONROE, NEW CANAAN, ORANGE, STRATFORD,*
TRUMBULL, WESTON, WESTPORT, WILTON AND WOODBIDGE*

* - Includes provisions relating to
Town of Stratford, Town of East Haven,
Section 4.07 Amendment and Town of
Woodbridge.

9/15/89

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INTER-COMMUNITY AGREEMENT

This INTER-COMMUNITY AGREEMENT, dated as of September 15, 1989, by and among the CITIES OF BRIDGEPORT, MILFORD, NORWALK, SHELTON and STAMFORD and the TOWNS OF DARIEN, EASTON, FAIRFIELD, GREENWICH, MONROE, NEW CANAAN, ORANGE, STRATFORD, TRUMBULL, WESTON, WESTPORT and WILTON, all municipal corporations organized and existing under the laws of the State of Connecticut, hereafter referred to as the "Contracting Communities;"

WITNESSETH:

WHEREAS, a public need exists in southwest Connecticut for the creation of a lawful organization to administer an efficient economical regional solid waste recycling program in said area; and

WHEREAS, the cities and towns of southwest Connecticut desire to form an organization to administer a regional recycling program, consistent with the statewide municipal solid waste recycling program and Sections 22a-241b-1 through 22a-241b-4 of the Regulations of Connecticut State Agencies, which will provide such organization with the minimum municipal powers necessary to administer an effective recycling program and which

will reserve to the Contracting Communities maximum control compatible with an efficient recycling program; and

WHEREAS, the creation of an operating committee pursuant to Section 22a-221 of the General Statutes of Connecticut is a reasonable and feasible means of creating such an organization; and

WHEREAS, the Contracting Communities have authority to establish and create an operating committee consisting of representatives of the Contracting Communities pursuant to Section 22a-221(c) of the General Statutes of Connecticut, and the Contracting Communities intend to establish and create such an operating committee pursuant to the terms hereof and as provided herein; and

WHEREAS, the Contracting Communities desire to enter into this Agreement for the purpose of providing regional solid waste recycling services; and

WHEREAS, the Contracting Communities desire to enter into this Agreement to provide the services described herein through the establishment of the Southwest Connecticut Regional

Recycling Operating Committee ("SWEROC") which is to fulfill certain obligations and exercise certain rights on behalf of the Contracting Communities;

WHEREAS, the Contracting Communities hereto intend to be bound by the action of SWEROC as provided herein and shall provide for appropriate authority to accomplish said end; and

WHEREAS, SWEROC, pursuant to Section 22a-221a of the General Statutes of Connecticut, shall constitute a public instrumentality and political subdivision of the State of Connecticut established and created for the performance of an essential public and governmental function;

NOW, THEREFORE, in consideration of the respective representations, and the mutual agreements and undertakings hereinafter contained, the Contracting Communities, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.0. Definitions.

"Acceptable Recyclable Materials" means those items to be received and processed at the regional Intermediate Processing

Center, to include cardboard, glass food containers, metal food containers, newspaper and other recyclables determined by SWEROC. As of the Contract Date, but subject to subsequent modification by SWEROC, leaves, office paper, scrap metal, storage batteries and waste oil are excluded from receipt and processing by the regional Intermediate Processing Center.

"Agreement" means the Inter-Community Agreement as herein follows.

"Annual Meeting" means the meeting of SWEROC held on or about the anniversary of the Contract Date, at which officers of SWEROC shall be elected.

"Contract Date" means the date on which this Agreement is ratified by Contracting Communities having a total population of at least 400,000 persons.

"Contracting Community" means each of the municipalities party to this Agreement.

"Intermediate Processing Center" means a facility which can recycle an item or items and market or deliver for reuse the

resulting material product or products. Such a facility may be owned by public or private entities or a combination thereof.

"President," "Secretary," "Treasurer" and "Vice President" mean the offices of SWEROC so designated and the Persons elected thereto in accordance with the provisions of Section 2.08 hereof.

"Program" means the Southwest Connecticut Regional Recycling Program performed pursuant to this Agreement to include:

1. the development, operation and management, in accordance with the statewide municipal solid waste recycling program and Sections 22a-241b-1 through 22a-241b-4 of the Regulations of Connecticut State Agencies, of an efficient and economical solid waste recycling program for the processing of recyclable materials, including without limitation Statutory Recyclable Materials, generated in the Contracting Communities, to include the operation of a regional Intermediate Processing Center for the receipt, separation, marketing and disposition of certain of such materials;

2. the provision of collection equipment necessary to collect recyclable materials;

3. the provision of educational services to inform all citizens of recycling and the benefits to be derived from a successful recycling program;

4. the promotion of participation in the recycling program;
and

5. the provision of assistance to the Contracting Communities in fulfilling their waste obligations as described in Section 3.01.

"Statutory Recyclable Materials" means those items delineated in Section 22a-241b-2 of the Regulations of Connecticut State Agencies as may be amended from time to time. As of the Contract Date, said items include cardboard, glass food containers, leaves, metal food containers, newspaper, office paper, scrap metal, storage batteries, and waste oil.

ARTICLE II

ORGANIZATION OF THE SOUTHWEST CONNECTICUT
REGIONAL RECYCLING OPERATING COMMITTEE

Section 2.01. Creation of Southwest Connecticut Regional
Recycling Operating Committee.

(a) The Contracting Communities do hereby create, as authorized by Section 22a-221(c) of the General Statutes of Connecticut, the Southwest Connecticut Regional Recycling Operating Committee, SWEROC, which shall be constituted, governed, and possessed of powers and authority as provided herein for the term of this Agreement. SWEROC shall be charged with, and responsible for, the development, operation and management of an efficient and economical regional solid waste recycling program for the Contracting Communities.

(b) SWEROC shall be vested with and shall exercise the following powers and authority:

(i) to act as agent for and on behalf of the Contracting Communities as provided in this Agreement;

(ii) to employ a Manager and additional staff, fix their duties and determine their compensation;

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

(iv) to sue and be sued;

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

(vi) to determine, fix and charge reasonable fees to the Contracting Communities for the services SWEROC is authorized to perform or have performed pursuant to Section 2.09, provided no change may be made in such fees without at least sixty days' prior notice to the Contracting Communities affected thereby;

(vii) to exercise those rights of the Contracting Communities to receive grants from the Municipal Solid Waste Recycling Trust Fund, under Section 22a-241 of the General Statutes of Connecticut, and other state, federal and private grants assigned to SWEROC by the Contracting Communities pursuant to Section 3.04 hereof;

(viii) to purchase, lease or rent and hold in its name such real and personal property as it may deem necessary, convenient or desirable;

(ix) to contract with municipalities, municipal, state and regional authorities, and state and federal agencies to provide and/or receive waste management services in accordance with the provisions of this Agreement;

(x) to contract with private persons or firms, or consortia of such persons or firms, pursuant to applicable provisions of this Agreement and applicable statutory requirements, for said private persons, firms or consortia to perform all or part of such services reasonably necessary for the recycling of solid waste and activities related thereto;

(xi) to monitor closely all recycling services contracted with third parties to perform;

(xii) to accept gifts or grants of funds, property or service from any source, public or private, and comply, subject to the provisions of this Agreement, with the terms and conditions thereof;

(xiii) to receive funds from the sale of SWEROC's properties;

(xiv) to contract for, and receive funds or revenues from the sale of products and materials in any form derived from the processing of solid waste by systems, facilities and equipment under its jurisdiction and from related activities;

(xv) to accept from a federal agency grants for use in carrying out its purposes and enter into agreements with such agency respecting any such grants;

(xvi) to establish rules and regulations relating to the delivery and receipt of recyclable materials including but not limited to Statutory Recyclable Materials or certain of them and the form of material and time of delivery to the regional Intermediate Processing Center.

(xvii) to bind the Contracting Communities by its duly authorized decisions and actions taken on their behalf as provided for by this Agreement; the authority of SWEROC to bind the Contracting Communities is limited to expenses

within its annual budget or as otherwise approved by SWEROC by a two-thirds (2/3) vote of the total weighted vote, reasonably incurred to carry out the Program under this Agreement; and

(xviii) to otherwise do all things necessary for the performance of its duties, the fulfillment of its obligations, the conduct of its operations, the maintenance of its working relationships with the state, other municipalities, regions and persons, and the conduct of the Program in accordance with the provisions of this Agreement.

(c) SWEROC, pursuant to Section 22a-221a of the General Statutes of Connecticut, shall constitute a public instrumentality and political subdivision of the state of Connecticut established and created for the performance of an essential public and governmental function. SWEROC shall not be required to pay taxes or assessments upon any of the properties acquired by it or under its jurisdiction, control or supervision. SWEROC shall not be required to pay taxes imposed upon or measured by the receipts or earnings derived by SWEROC through the operation of the Program. It is the intention of the Contracting Communities to maintain SWEROC's tax exempt status under the Internal Revenue Code.

(d) SWEROC shall not be authorized to borrow any funds.

(e) The participation of any Contracting Community shall not be construed to limit the right of any local governing body of said Contracting Community to regulate, through zoning, land usage for solid waste disposal.

(f) Nothing herein shall be deemed to authorize SWEROC to order a municipality to deliver a minimum amount of Acceptable Recyclable Materials or all of its Acceptable Recyclable Materials if the Contracting Community cannot do so because it is required to deliver a minimum amount of solid wastes to a resource recovery facility pursuant to a contract entered into before February 29, 1988 and as permitted by Section 22a-241g of the General Statutes of Connecticut.

Section 2.02. Composition of SWEROC. SWEROC shall consist of one (1) representative from each Contracting Community. Such representative shall be appointed by the chief elected official of such Contracting Community. Such representative shall not be compensated for his/her activities but shall be reimbursed for

necessary expenses incurred in the performance of his/her duties. Initially, and continuing until the Annual Meeting of SWEROC in 1991, each of the Contracting Communities shall be represented by its respective representative on the Greater Bridgeport Regional Recycling Advisory Board. All terms of office of said representatives on SWEROC shall expire on the date of the Annual Meeting of SWEROC in 1991. Each chief elected official shall appoint a successor representative to SWEROC prior to said date.

Section 2.03. Term of Representatives to SWEROC. At the Annual Meeting of SWEROC in 1990, SWEROC shall determine, by lottery, the length of the term of each representative commencing his/her term on the date of the Annual Meeting of SWEROC in 1991, such that the terms of one-half of the representatives shall end on the date of the Annual Meeting in 1992 and the terms of the other half shall end on the date of the Annual Meeting in 1993. Thereafter, the term of each representative to SWEROC shall be for a period of two years and until his/her successor is chosen by the chief elected official of his/her Contracting Community. In the event of the resignation, removal, death or disability of a representative to SWEROC, a successor shall be appointed by the chief elected official of his/her Contracting Community to complete his/her term.

Section 2.04. Authority and Duties of SWEROC Members. Each representative to SWEROC shall be duly authorized and hereby is duly authorized, to represent his/her particular Contracting Community and to act as its agent with respect to all business of, decisions by, and exercises of the powers and authority vested in SWEROC by this Agreement. Each representative to SWEROC shall also be responsible for seeing that the Contracting Community represented by him is fully informed of decisions made and actions taken by SWEROC.

Section 2.05. Voting. In voting upon all matters coming before SWEROC, the vote of each representative shall be accorded a weight, determined as follows:

(a) The number derived by dividing 100 by the number of Contracting Communities, plus

(b) The quotient derived by dividing the population of the Contracting Community from which the representative is appointed (dividend) by the total population of all Contracting Communities (divisor), multiplied by 100; and

(c) Dividing the sum of (a) and (b) by two.

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

(e) The most recent available federal decennial census shall be used in the above computations.

(f) Based on the above, a list of the weighted votes of each Contracting Community is attached to this Agreement as Schedule A, and the same shall be automatically amended as appropriate upon the publication of a new decennial census and upon the addition or termination/withdrawal of a Contracting Community.

(g) Representatives to SWEROC holding a majority of the total weighted vote shall constitute a quorum.

(h) Unless otherwise provided in this Agreement, a majority of the weighted vote of those present at any meeting at which there is a quorum shall be necessary for adoption of any resolution.

(i) Whenever the term "total weighted vote" is used in this Agreement, it shall mean the total of the weighted vote of all

Contracting Communities as shown in the last column of Schedule A as attached hereto.

Section 2.06. Removal of a Representative to SWEROC.

Removal of a representative to SWEROC is at the discretion of the Contracting Community making the appointment. If SWEROC considers the conduct of one of the representatives to SWEROC so egregious as to justify his/her removal, SWEROC may, by a majority vote of the total weighted vote, request the appointing Contracting Community to appoint another representative. The final decision, however, will rest with the appointing Contracting Community.

Section 2.07. Meetings.

(a) The Annual Meeting of SWEROC, at which officers of SWEROC shall be elected after the organizational meeting conducted pursuant to subsection (e) below, shall be held on or about each anniversary of the Contract Date. Other meetings may be held as often as necessary, and a schedule of regular meetings for the year shall be adopted by SWEROC and filed not later than January 31st of each year in the office of the clerk of each of the Contracting Communities. Special meetings may be called at any time by the President or by written petition signed by four representatives and filed with the Secretary.

(b) The Secretary or his/her designee shall notify representatives to SWEROC of meetings by mailing a notice thereof pursuant to Section 4.05 of this Agreement containing the date, time, and place thereof and a proposed agenda therefore, with a brief explanation of each agenda item. Said notice, except in the case of an emergency, shall be postmarked not more than twenty (20) days nor less than seven (7) days before said meeting date. In the case of an emergency, notice of a meeting of SWEROC shall be deemed adequate if given to each representative either orally or in writing and actually delivered at least twenty-four (24) hours before said meeting. Notice of any meeting of SWEROC may be waived in writing by any representative to SWEROC.

(c) Schedules, notices, filings, meetings and minutes of meetings of SWEROC shall comply with the Connecticut freedom of information act. The Secretary or his/her designee shall mail minutes of meetings to all representatives not later than seven (7) days after each meeting.

(d) Meetings of SWEROC, except as otherwise provided herein, shall be in accordance with Robert's Rules of Order.

(e) The organizational meeting of SWEROC shall be called by the Chairman of the Greater Bridgeport Regional Recycling Advisory Board within sixty (60) days following the day on which this Agreement is ratified by Contracting Communities having a total population of at least 400,000 persons, and said meeting shall be held within fifteen (15) days of said date. The Chairman of the Greater Bridgeport Regional Recycling Advisory Board shall serve as Acting Chairperson until a President shall be elected. The election of officers of SWEROC shall be the first order of business at such meeting.

(f) To the extent permitted by the law of the State of Connecticut, the representatives to SWEROC may participate in a meeting thereof by means of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Subsection 2.07(f) shall be deemed to be presence in person at such meeting.

Section 2.08. Officers.

(a) At the organizational meeting held pursuant to Section 2.07(e) and each Annual Meeting, SWEROC shall nominate and

elect, by a majority of the total weighted vote, from among the representatives to SWEROC, to serve for a period of one year and until a successor is elected for such office, a (i) President, (ii) Vice President, (iii) Secretary, and (iv) Treasurer. Said officers shall have such powers and duties as are customary for their respective offices and such additional powers and duties as specified herein.

(1) The President shall preside at each meeting of SWEROC and shall be responsible for having the actions authorized by SWEROC put into effect. The President shall be authorized to execute agreements on behalf of SWEROC.

(2) The Vice President shall perform such duties as are delegated to him by the President and, in the absence of the President, shall preside at meetings of SWEROC and assume the responsibilities of the President.

(3) The Secretary shall keep the minutes for SWEROC meetings, monitor the giving of notice by the Manager and maintain official SWEROC records.

(4) The Treasurer shall be responsible for the maintenance of proper financial records.

(b) Should a vacancy in any office occur, SWEROC shall, at its next regular or special meeting following the occurrence of the vacancy, nominate and elect, by a majority of the total weighted vote, from among the representatives to SWEROC a successor to fill the vacated office to serve until the next Annual Meeting.

(c) Officers may succeed themselves, but no representative shall hold more than one office so long as there are at least four (4) representatives to SWEROC.

Section 2.09. Services Performed by SWEROC; Annual Budget.

(a) SWEROC is authorized to perform the following services on behalf of the Contracting Communities:

(i) The overall administration of the Program, including contracting for all services reasonably required to carry out the Program and billing the Contracting Communities for their respective processing costs and other costs associated with the Program in accordance with Section 3.03;

(ii) The distribution of Program equipment to the Contracting Communities;

(iii) The marketing of products and materials in any form derived from the processing of wastes for the Program;

(iv) The administration of a central program for education of the citizenry of the Contracting Communities with respect to the recycling services provided by the Program;

(v) The provision of promotional services; and

(vi) The provision of assistance to the Contracting Communities in fulfilling their waste obligations as described in Section 3.01.

(b) The officers of SWEROC, with the assistance of the Manager, shall prepare an annual budget, covering for the next fiscal year the cost of the services delineated in Section 2.09(a), for submission to and approval by a majority of the total weighted vote of SWEROC. SWEROC shall establish a schedule for the budget-making process so that each Contracting

Community will receive on or before the 1st day of December of each year a copy of the budget, along with an appropriate breakdown of each of the items included in said budget and the amount of the proportionate share of each Contracting Community for the following fiscal year. The proportionate share of SWEROC's overhead and expenses allocated to each Contracting Community shall be based on the ratio of tonnage of Acceptable Recyclable Materials or certain of them delivered by the Contracting Community to the regional Intermediate Processing Center during the immediately prior year or portion thereof to the total tonnage of Acceptable Recyclable Materials delivered by all Contracting Communities to the Intermediate Processing Center during said immediately prior year or portion thereof.

If six or more of the Contracting Communities or if Contracting Communities constituting 40% of the total weighted vote of the Contracting Communities as determined pursuant to Section 2.05 submit a petition through their chief executive officers requesting a reconsideration of the amount of the annual budget on or before the 15th day of January of any year, SWEROC shall call a public meeting to hear comments on and consider changes to be made to said budget and shall give written notice of the place, date and time of such meeting to

each of the chief executive officers of each Contracting Community at least five days prior to the date of the meeting to be held on or before the 1st day of February. On or before the 8th day of February the secretary of SWEROC shall advise each Contracting Community in writing of any change voted by SWEROC in the budget or in the proportionate shares. A two-thirds (2/3) vote of the total weighted vote of SWEROC is required to increase the budget and/or the proportionate share; a majority vote of the total weighted vote of SWEROC is required to decrease the budget and/or the proportionate share.

Section 2.10. Binding Effect.

By execution of this Agreement, each Contracting Community agrees to be bound by and obligated to the decisions and actions of SWEROC made or taken pursuant to, and within the powers and authority granted to it by, this Agreement. Each Contracting Community's obligation hereunder shall include the obligation to appropriate funds in amounts necessary to fulfill its obligations created pursuant to this Agreement, including obligations and commitments undertaken by SWEROC, provided such obligations and commitments have been approved in the annual budget of SWEROC or as otherwise provided in Section 2.01(b) (xvii).

Section 2.11. Governance.

(a) The governing structure of SWEROC shall consist of (i) the Operating Committee, (ii) an Executive Committee, (iii) the President and (iv) a Manager.

(b) SWEROC shall employ a Manager who shall be chosen exclusively on the basis of executive and administrative qualifications, character, education, training and experience. The Manager shall devote his/her full time to the duties of the office. The Manager shall be responsible for the management and administration of all activities performed by SWEROC including the preparation of draft annual budgets. The Manager shall keep the President informed of all significant matters and, in the President's absence, shall keep the Vice President informed. The Manager shall attend all meetings of SWEROC but shall not have a vote. The Manager, with the approval of the President, shall prepare the agenda for SWEROC meetings. The Manager shall be responsible for timely mailing of all notices. The Manager shall be responsible for and shall supervise all employees.

(c) The President shall maintain close contact with the Manager and advise and direct him/her as is appropriate. The

President, directly, or through the Manager, shall keep the Executive Committee apprised of significant developments.

(d) There shall be an Executive Committee consisting of the four officers of SWEROC. The function of the Executive Committee is to advise the President in implementing the action necessary to carry out the policies adopted by SWEROC. The Executive Committee shall also consult with and assist the President and Manager in formulating and recommending policies for adoption by SWEROC. During the first six months following the date of the organizational meeting of SWEROC, the Executive Committee shall meet at least twice each month. Thereafter, the Executive Committee shall adopt a schedule of regular meetings as it deems appropriate.

(e) The representatives from each of the Contracting Communities to SWEROC shall constitute the Operating Committee and shall approve and authorize all material items of business to be conducted by SWEROC. The Operating Committee shall authorize and approve the hiring of all employees, entering into all contracts, payment of all invoices and the adoption of all policies and operating procedures. The Operating Committee may appoint subcommittees from within its membership and delegate specified functions to said subcommittees.

Section 2.12. Purchases and Contracting.

All purchases of supplies, materials, equipment and other commodities costing more than ten thousand dollars (\$10,000.00) shall require sealed bids. Contracting of services costing more than ten thousand dollars (\$10,000.00) shall be by Requests for Proposals ("RFP") or Requests for Qualifications ("RFQ") unless otherwise decided by a two-thirds (2/3) vote of the total weighted vote. Bid requests shall be published in a newspaper having a substantial circulation in southwest Connecticut at least fifteen (15) days prior to the date for submission of bids. The sealed bids shall be opened and read aloud at a place, date and time specified in the bid request. Bid requests shall state that SWEROC may reject any and all bids if it is in the best interest of SWEROC to do so. SWEROC may (i) award a contract to the lowest bidder, (ii) reject all bids or (iii) negotiate further with such bidders as SWEROC shall deem appropriate and award the contract on the basis of lowest price obtainable consistent with the quality desired. SWEROC shall require labor and material payment bonds and performance bonds unless otherwise decided by a two-thirds (2/3) vote of the total weighted vote.

ARTICLE III
RIGHTS AND OBLIGATIONS AMONG
CONTRACTING COMMUNITIES

Section 3.01. Obligations to Deliver Waste.

(a) Each Contracting Community shall require residential Acceptable Recyclable Materials generated within its boundaries as determined by SWEROC to be processed pursuant to this Agreement in accordance with the rules and regulations adopted by SWEROC and the provisions of the General Statutes of Connecticut and regulations adopted pursuant thereto.

(b) Each Contracting Community shall be responsible for having residential Statutory Recyclable Materials not processed at the regional Intermediate Processing Center and all commercial and other non-residential Statutory Recyclable Materials within its boundaries to be processed in accordance with Section 22a-241b-1 through Section 22a-241b-4 of the Regulations of Connecticut State Agencies. To the extent that generators of commercial and other non-residential Acceptable Recyclable Materials do not have such materials recycled through private arrangements and contracts, SWEROC shall exert every reasonable effort to process such materials through the regional Intermediate Processing Center.

(c) For a period of one year from the commencement of operations of the regional Intermediate Processing Center, any Contracting Community with an existing local recycling facility may, notwithstanding subsection (a) of this Section, continue to operate that facility, and the recyclable materials resulting therefrom shall be marketed through the regional Intermediate Processing Center in a manner approved by SWEROC by a majority vote of the total weighted vote. At the conclusion of the one-year period, SWEROC shall make an appropriate review and examination of the effects of the use of such facilities on the Program and determine whether the continued use of such existing local facilities is in the best collective interest of the Contracting Communities. If it is determined by a majority of the total weighted vote in one or more situations that continued use of such existing local facilities is not in the best collective interest of the Contracting Communities, the operation of the local facility shall be terminated within six months thereafter.

Section 3.02. Collection and Transportation Costs.

It is the sole responsibility of each Contracting Community to collect and transport to the regional Intermediate Processing

Center all residential Acceptable Recyclable Materials as determined by SWEROC.

Section 3.03. Obligation to Remit Funds to SWEROC; Failure to Pay; Dispute Resolution.

(a) Pursuant to this Agreement, SWEROC shall monthly bill each Contracting Community directly for the costs associated with that Contracting Community's participation in the Program. The amount so billed shall include (1) the amount billed to SWEROC for that Contracting Community's "tipping fee" at the regional Intermediate Processing Center for the processing of the Acceptable Recyclable Materials delivered to the regional Intermediate Processing Center by that Contracting Community and (2) an additional charge reflecting the proportionate cost of SWEROC's services, based on the ratio of tonnage of Acceptable Recyclable Materials delivered by the Contracting Community to the regional Intermediate Processing Center to the total of Acceptable Recyclable Materials delivered by all Contracting Communities for a representative prior period. Each Contracting Community hereby obligates itself to pay to SWEROC such amounts within thirty (30) days following receipt of such bills. Additionally, in order to generate operating funds for the

Program, at least sixty (60) days prior to the commencement of operations of the regional Intermediate Processing Center, each Contracting Community shall pay to SWEROC an amount equal to forty-five (45) cents per Community resident, based on the 1980 decennial census attached to this Agreement as Schedule A.

(b) In the event a Contracting Community fails to pay its obligations to SWEROC within sixty days after such payment is due, SWEROC may, by a majority vote of the total weighted vote, terminate such Contracting Community's participation in the Program and representation on SWEROC, provided that such termination shall not relieve the terminated Contracting Community of any liability, responsibility or obligation incurred by it as a participant in the Program for the remaining unexpired portion of the contract between SWEROC and the operator of the regional Intermediate Processing Center. In the event a Contracting Community fails to pay its obligations to SWEROC under this Section, the other Contracting Communities shall be authorized to pay the obligations of the defaulting Contracting Community. Pursuant to Section 22a-221(e) of the General Statutes of Connecticut, the Contracting Communities making such payment may bring an action against the defaulting Contracting Community to recover the amounts paid and expenses and costs incurred in such action.

(c) Should SWEROC or any Contracting Community become involved in any dispute or controversy arising under this Agreement and requiring resolution by a third party, SWEROC or the Contracting Community shall give priority to the use of Alternative Dispute Resolution as a primary but not necessarily exclusive means of resolving such dispute or controversy.

Section 3.04. Assignment of Funds From Grants. Each Contracting Community hereby assigns to SWEROC all funds payable to each Contracting Community for solid waste recycling purposes from federal, state and/or private grants including, but not limited to, grant funds from the Municipal Solid Waste Recycling Trust Fund established under Section 22a-241 of the General Statutes of Connecticut and recycling demonstration grant funds, together with any other federal, state and/or private grants for which SWEROC is a qualified recipient. SWEROC is directed to take all necessary and appropriate action to apply for and qualify for the receipt of all such funds, and to administer and expend such funds in accordance with this Agreement. Each Contracting Community shall apply for any such grants if for any reason SWEROC is not eligible to apply. Federal, state and/or private grants and gifts intended for use by a Contracting Community only and not for use on a regional basis by the

Contracting Communities shall be retained by the Contracting Community for its use.

Section 3.05. Additional Contracting Communities. Upon receipt of a request from a municipality to become a Contracting Community, SWEROC shall consider the advisability of such request and, if SWEROC determines that such request will further the purposes of this Agreement, it shall negotiate with the party making such request regarding appropriate arrangements for said municipality to become a Contracting Community. SWEROC, by a three-fourths vote of the total weighted vote, may approve a municipality becoming a Contracting Community. Upon such vote, this Agreement shall be automatically amended to add such municipality as a Contracting Community, and said municipality shall enjoy the rights vested, and shall fulfill the duties imposed, by this Agreement.

Section 3.06. Review of the Books and Records of SWEROC. Any Contracting Community may, upon reasonable request, review and audit the books and records of SWEROC.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Binding Effect of Agreement. This Agreement shall inure to the benefit of and shall be binding upon each of

the Contracting Communities and their respective successors and assigns.

Section 4.02. Entire Agreement. The provisions of this Agreement shall constitute the entire agreement among the Contracting Communities with reference to their obligations to each other relating to the Program.

Section 4.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 4.04. Relationship of the Parties. Except as otherwise explicitly provided herein, nothing in this Agreement shall be deemed to constitute any party hereto a partner, agent, or legal representative of any other party thereto or to create any fiduciary relationship between or among such parties.

Section 4.05. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, to the home address of each representative to SWEROC and to the following:

To the City of Bridgeport, Connecticut:

The City of Bridgeport
City Hall
Room 124
45 Lyon Terrace
Bridgeport, Connecticut 06004
Attention: Mayor

To the Town of Darien, Connecticut:

The Town of Darien
Town Hall
2 Renshaw Road
Darien, Connecticut 06820
Attention: First Selectman

To the Town of East Haven, Connecticut:

The Town of East Haven
Town Hall
250 Main Street
East Haven, Connecticut 06512
Attention: Mayor

To the Town of Easton, Connecticut:

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

To the Town of Fairfield, Connecticut:

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

To the Town of Greenwich, Connecticut:

The Town of Greenwich
Town Hall
101 Field Point Road
P.O. Box 2540
Greenwich, Connecticut 06836
Attention: First Selectman

To the City of Milford, Connecticut:

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

To the Town of Monroe, Connecticut:

The Town of Monroe
Town Hall
7 Fan Hill Road
Monroe, Connecticut 06468
Attention: Town Manager/First Selectman

To the Town of New Canaan, Connecticut:

The Town of New Canaan
Town Hall
77 Main Street
New Canaan, Connecticut 06840
Attention: First Selectman

To the City of Norwalk, Connecticut:

The City of Norwalk
City Hall
P.O. Box 5125
125 East Avenue
Norwalk, Connecticut 06856-5125
Attention: Mayor

To the Town of Orange, Connecticut:

The Town of Orange
Town Hall
617 Orange Center Road
Orange, Connecticut 06477
Attention: First Selectman

To the City of Shelton, Connecticut:

The City of Shelton
City Hall
54 Hill Street
P.O. Box 364
Shelton, Connecticut 06484
Attention: Mayor

To the City of Stamford, Connecticut:

The City of Stamford
City Hall
Stamford Government Center
888 Washington Boulevard
P.O. Box 891
Stamford, Connecticut 06904-0891
Attention: Mayor

To the City of Stratford, Connecticut:

The City of Stratford
Stratford Town Hall
2725 Main Street
Stratford, Connecticut 06497
Attention: Town Manager

To the Town of Trumbull, Connecticut:

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

To the Town of Weston, Connecticut:

The Town of Weston
Town Hall
56 Norfield Road
P.O. Box 1007
Weston, Connecticut 06883
Attention: First Selectman

To the Town of Westport, Connecticut:

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

To the Town of Wilton, Connecticut:

The Town of Wilton
Town Hall
238 Danbury Road
Wilton, Connecticut 06897
Attention: First Selectman

To the Town of Woodbridge, Connecticut:

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

To SWEROC:

Mr. Dominick DiGangi
Director of Public Works, City of Norwalk
City Hall
P.O. Box 5125
125 East Avenue
Norwalk, Connecticut 06856-5125

Section 4.06. Law Governing Construction of Agreement. The law of the State of Connecticut applicable to contracts made and to be performed in such State shall govern the construction of this Agreement.

Section 4.07. Term, Dissolution and Distribution of Assets upon Dissolution. This Agreement shall be effective upon ratification by Contracting Communities having a total population of at least 400,000 persons. The Agreement shall continue in effect until terminated by (i) vote of the legislative bodies of Contracting Communities having a majority of the total weighted vote, (ii) the occurrence of the twenty-ninth anniversary of the Contract Date or (iii) if the population of the Contracting Communities holding memberships is fewer than 400,000 persons, whichever first occurs. Upon the termination of this Agreement, the Contracting Communities at that time shall remain liable for any and all existing obligations of SWEROC. SWEROC shall dissolve upon termination of this Agreement, unless the Contracting Communities shall have executed another agreement, pursuant to Section 22a-221(c) of the General Statutes of Connecticut or the corresponding provision of any subsequent Connecticut law, to take effect upon termination of this Agreement, pursuant to which agreement the Contracting Communities agree to accept transfer of SWEROC's assets and to be bound by SWEROC's liabilities (a "Successor Agreement"). Upon dissolution, SWEROC's assets, after satisfaction of or provision for all of its liabilities, shall be divided pro rata among the Contracting Communities according to the weight accorded to the vote of the representative of each of the Contracting Communities pursuant to Section 2.05 of this

Agreement. If the Contracting Communities shall have executed a Successor Agreement, SWEROC's assets and liabilities shall be transferred to and become binding upon the entity created by the Successor Agreement, provided that the net assets of that entity are to be divided among the Contracting Communities upon dissolution pursuant to the Successor Agreement.

Section 4.08. Indemnification. (a) Each Contracting Community shall hold its representative to SWEROC harmless from, and shall indemnify its representative to SWEROC for, any costs, claims or judgments incurred by such representative arising from performing in good faith his/her functions pursuant to this Agreement.

(b) SWEROC shall indemnify each Contracting Community for, and hold harmless each Contracting Community from, all costs, claims or judgments incurred by any such Contracting Community arising from SWEROC's performance pursuant to this Agreement.

Section 4.09. Insurance.

(a) SWEROC shall carry adequate insurance covering its total operation, and on all such policies each of the Contracting Communities shall be named as an additional insured. Such coverage shall include, but not be limited to, general liability, automotive liability, excess liability, workers'

compensation and employer's liability. SWEROC shall bring to the attention of the insurance carrier SWEROC's obligations of indemnification pursuant to Section 4.08(b) above.

(b) SWEROC shall require all parties with whom SWEROC enters into a contract to provide adequate insurance covering the contracting party's total operation as it relates to SWEROC which coverage shall include SWEROC and each of the Contracting Communities as additional insureds. Such coverage shall include but not be limited to general liability, automotive liability, excess liability, workers' compensation and employer's liability.

(c) In the event that obtaining or requiring the insurance specified in subsections (a) and (b) above proves not to be feasible, SWEROC by a two-thirds (2/3) vote of the total weighted vote may decide not to comply with the above insurance provisions. In such a situation, SWEROC shall take appropriate actions to protect its interests and the interests of each of the Contracting Communities.

Section 4.10. Amendment. This Agreement may be amended after the Contract Date by a vote of the legislative bodies of the Contracting Communities having a two-thirds vote of the total weighted vote, except as provided in Section 3.05 above.

Section 4.11. Withdrawal. (a) The concept of establishing SWEROC is based on a long-range contractual agreement among the Contracting Communities. Accordingly, withdrawal by a Contracting Community under normal conditions is not contemplated. However, it is recognized that over a long period of years changes may occur which cause withdrawal from the Program and SWEROC to be in the best interests of a particular Contracting Community. Under such circumstances, the following procedure will govern.

(b) A Contracting Community may, by vote of its legislative body, petition SWEROC to withdraw its participation in the Program and its representation on SWEROC. Such withdrawal may be granted upon a majority vote of the total weighted vote of SWEROC. Such procedure shall not be required for any withdrawal by the Town of Orange due to the involuntary termination by the Connecticut Resources Recovery Authority of the participation of the Town of Orange in the Greater Bridgeport Resource Recovery Facility under Section 8.05 of the Municipal Services Agreement with the Town of Orange. Withdrawal shall not relieve a Contracting Community of any liability, responsibility or obligation incurred by it as a participant in the Program for the remaining unexpired portion of the contract between SWEROC and the operator of the regional Intermediate Processing Center. In the event of any such withdrawal, the withdrawing community shall be liable for the collective increased costs to

the remaining communities during said unexpired contract period resulting from the withdrawal. Any withdrawal shall become effective only as of the next following 30th day of June.

(c) A Contracting Community, by vote of its legislative body, may unilaterally withdraw from SWEROC effective at the end of the fifth (5th) year from the date of the commencement of operations of the Intermediate Processing Center, provided the withdrawing Contracting Community has given to SWEROC advance written notice of withdrawal one year prior to the withdrawal date. Withdrawal pursuant to this subsection shall relieve a Contracting Community of any liability, responsibility or obligation incurred by it as a participant in the Program beyond the withdrawal date. Subsequent unilateral withdrawals may be made at the end of the contract period for each contract with the operator of the regional Intermediate Processing Center provided a one-year advance written notice is given to SWEROC.

Section 4.12. Execution and Counterparts. This Agreement may be executed by the Contracting Communities separately in sixteen (16) counterparts, any of which, when properly executed and attested, shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement by causing its name to be hereunto subscribed by

its chief executive officer and its official seal to be impressed hereon and attested by its Town Clerk or City Clerk, all being done as of the day and year first above written.

ATTEST: (SEAL) THE CITY OF BRIDGEPORT, CONNECTICUT

CITY CLERK By: _____
Title: _____

ATTEST: (SEAL) THE TOWN OF DARIEN, CONNECTICUT

TOWN CLERK By: _____
Title: _____

ATTEST: (SEAL) THE TOWN OF EASTON, CONNECTICUT

TOWN CLERK By: _____
Title: _____

ATTEST: (SEAL) THE TOWN OF FAIRFIELD, CONNECTICUT

TOWN CLERK By: _____
Title: _____

ATTEST: (SEAL) THE TOWN OF GREENWICH, CONNECTICUT

TOWN CLERK By: _____
Title: _____

ATTEST: (SEAL) THE CITY OF MILFORD, CONNECTICUT

CITY CLERK By: _____
Title: _____

ATTEST: (SEAL) THE TOWN OF MONROE, CONNECTICUT

TOWN CLERK By: _____
Title: _____

ATTEST: (SEAL) THE TOWN OF NEW CANAAN, CONNECTICUT

TOWN CLERK By: _____
Title: _____

ATTEST: (SEAL) THE CITY OF NORWALK, CONNECTICUT

CITY CLERK By: _____
Title: _____

ATTEST: (SEAL) THE TOWN OF ORANGE, CONNECTICUT

TOWN CLERK By: _____
Title: _____

ATTEST: (SEAL) THE CITY OF SHELTON, CONNECTICUT

CITY CLERK By: _____
Title: _____

ATTEST: (SEAL)

THE CITY OF STAMFORD, CONNECTICUT

CITY CLERK

By: _____

Title: _____

ATTEST: (SEAL)

THE TOWN OF TRUMBULL, CONNECTICUT

TOWN CLERK

By: _____

Title: _____

ATTEST: (SEAL)

THE TOWN OF WESTON, CONNECTICUT

TOWN CLERK

By: _____

Title: _____

ATTEST: (SEAL)

THE TOWN OF WESTPORT, CONNECTICUT

TOWN CLERK

By: _____

Title: _____

ATTEST: (SEAL)

THE TOWN OF WILTON, CONNECTICUT

TOWN CLERK

By: _____

Title: _____

ATTEST: (SEAL)

THE TOWN OF STRATFORD, CONNECTICUT*

TOWN CLERK

By: _____

Title: _____

* ADDENDUM:

The resolution adopted by SWEROC at its April 12, 1990 meeting accepting the Town of Stratford as a contracting community is made part of this Inter-Community Agreement and shall be enforceable by the Town of Stratford. Said resolution provided that no storage batteries or waste oil shall be processed at the IPC in Stratford and in the event SWEROC or another governmental entity became the owner of the IPC in Stratford, SWEROC or such other entity would make payments in lieu of taxes ("PILOT") to the Town of Stratford in an amount equivalent to the taxes which otherwise would be paid if the IPC were owned by a private entity.

ATTEST: (SEAL)

THE TOWN OF EAST HAVEN, CONNECTICUT

TOWN CLERK

By:

Title:

ATTEST: (SEAL)

THE TOWN OF WOODBRIDGE, CONNECTICUT

Stephanie Carleton
TOWN CLERK

By:

Ann Buckelew
Title: First Selectwoman