

**CONNECTICUT SOLID WASTE SYSTEM**

**ONE-YEAR SOLID WASTE AND  
RECYCLABLES HYBRID SMALL HAULER  
DELIVERY AGREEMENT**

Between

**MATERIALS INNOVATION AND RECYCLING  
AUTHORITY**

And

**[NAME OF HAULER]**

**Effective Date: July 1, 2021**

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

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- EXHIBIT A: Scheduled Deliveries
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SAMPLE

This **CONNECTICUT SOLID WASTE SYSTEM ONE-YEAR SOLID WASTE AND RECYCLABLES HYBRID SMALL HAULER DELIVERY AGREEMENT** (this “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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, 2021 (the “Effective Date”).

### **PRELIMINARY STATEMENT**

Pursuant to the terms and conditions set forth below, the Authority shall accept from Hauler, for delivery to the Designated Facility, Committed Solid Waste and Committed Recyclables, and is further willing, with certain limitations stated herein, to accept from Hauler, for delivery to the Designated Facility, Scheduled Solid Waste and Scheduled Recyclables. For the purposes of this Agreement, the following definitions apply:

- i - Committed Solid Waste shall mean Acceptable Solid Waste which the Authority has committed to receive and process, and municipalities have committed to deliver to the Connecticut Solid Waste System, pursuant to the terms and conditions of the Municipal Solid Waste Management Services Agreements listed in Section 4 of Exhibit B attached hereto, which list may be changed from time to time by the Authority pursuant to the terms of this Agreement.
- ii - Committed Recyclables shall mean Acceptable Recyclables which the Authority has committed to receive and process, and municipalities have committed to deliver to the Connecticut Solid Waste System, pursuant to the terms and conditions of the Municipal Solid Waste Management Services Agreements listed in Section 4 of Exhibit B attached hereto, which list may be changed from time to time by the Authority pursuant to the terms of this Agreement. For avoidance of doubt, Committed Recyclables shall not include recyclables generated at and originating from a commercial (non-residential, non-municipal) source.
- iii - Scheduled Solid Waste shall mean Acceptable Solid Waste which is not Committed Solid Waste which the Authority has scheduled and agrees to receive pursuant to the terms and conditions of this Agreement and Exhibit A which schedule is subject to the available processing capacity of the Connecticut Solid Waste System.
- iv - Scheduled Recyclables shall mean Acceptable Recyclables which are not Committed Recyclables which the Authority has scheduled and agrees to receive pursuant to the terms and conditions of this Agreement and Exhibit A which schedule is subject to the available processing capacity of the Connecticut Solid Waste System. For avoidance of

doubt, Scheduled Recyclables shall include all recyclables generated at and originating from a commercial (non-residential, non-municipal) source.

v – Designated Facility(ies) shall mean the transfer station, resource recovery facility or recycling facility, assigned by municipality of origin as listed in Exhibit B attached hereto, to which the Hauler shall deliver Acceptable Solid Waste and Acceptable Recyclables, which list may be changed from time to time by the Authority pursuant to the terms of this Agreement.

vi - The terms “Acceptable Solid Waste,” “Acceptable Recyclables”, “Facility”, “Recycling Facility” 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.

**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, 2022, 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 Designated Facility(ies), 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 Designated Facility(ies) 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, as a material obligation hereunder, Hauler shall deliver to the Designated Facility(ies) all Committed Solid Waste that Hauler collects pursuant to this Agreement or otherwise and all Committed Solid Waste that comes into Hauler’s possession through other means. The Authority is further willing to accept Scheduled Solid Waste subject to the limitations and minimum and maximum amounts and additional terms and conditions described in Exhibit A attached hereto “Scheduled Deliveries”.

During the Term, as a material obligation hereunder, Hauler shall deliver to the Designated Facility(ies) all Committed Recyclables under its control that Hauler collects pursuant to this Agreement or otherwise and all Committed Recyclables that come into Hauler’s possession through other means. Hauler shall not be charged a disposal fee for the delivery of Committed Recyclables. The Authority is further willing to accept Scheduled Recyclables subject to the limitations and minimum and maximum amounts and additional terms and conditions described in Exhibit A attached hereto “Scheduled Deliveries”.

## **6. SERVICE FEES**

During the Term, Hauler shall pay the Authority the Service Fees (as hereinafter defined) contained in this Section 6.

### **6.1 General Service Fee**

During the Term, Hauler shall pay the sum of \$107.00 (the “General Service Fee”) for each ton of Acceptable Solid Waste delivered to the Designated Facility(ies).

### **6.2 Discounted Service Fee**

Notwithstanding Section 6.1, Hauler shall receive a \$2.00 discount (the “Service Discount”) for each ton of Committed Solid Waste delivered to the Designated Facility(ies) that is subject to a Tier 1 Long-Term Municipal Solid Waste Management Services Agreement with the Authority or a Tier 3 Municipal Solid Waste Management Services Agreement with the Authority as listed in Exhibit B attached hereto. For avoidance of doubt, Hauler shall pay the sum of \$105.00 for each ton of Acceptable Solid Waste that is subject to the Service Discount. Notwithstanding Section 6.1, Hauler shall further receive a \$14.00 discount (the “Scheduled Discount”) for each ton of Scheduled Solid Waste delivered to the Designated Facility(ies) pursuant to this Agreement and Exhibit A. For avoidance of doubt, Hauler shall pay the sum of \$93.00 for each ton of Acceptable Solid Waste that is subject to the Scheduled Discount. Committed Solid Waste subject to the Service Discount and paying \$105 per ton, and Scheduled Solid Waste subject to the Scheduled Discount and paying \$93 per ton are collectively referred to as the applicable “Discounted Service Fee”.

### **6.3 Transfer Station Premium Service Fee**

Notwithstanding Section 6.1, Hauler shall pay an additional \$0.00 premium (the “Transfer Station Premium”) for Scheduled Solid Waste delivered to the Essex Transfer Station, the Torrington Transfer Station, or the Watertown Transfer Station (“the Transfer Stations”). For avoidance of doubt, Hauler shall pay the sum of \$93.00 (the “Transfer Station Premium Service Fee”) for each ton of Scheduled Solid Waste described in the preceding sentence.

### **6.4 Facility Premium Service Fee**

Notwithstanding Section 6.1, Hauler shall pay an additional \$0.00 premium (the “Facility Premium”) for Scheduled Solid Waste delivered to the Facility. For avoidance of doubt, Hauler shall pay the sum of \$93.00 (the “Facility Premium Service Fee”) for each ton of Scheduled Solid Waste described in the preceding sentence.

## 6.5 Increase Premium

Notwithstanding Section 6.1, in the event that, at any time during the term hereof, the Service Fee for Committed Solid Waste delivered pursuant to Municipal Solid Waste Management Services Agreements shall be increased for any reason, then an additional premium (the “Increase Premium”) for each ton of Acceptable Solid Waste delivered hereunder shall be due in the amount of such increase.

## 6.6 Scheduled Recyclables Service Fees

During the Term, Hauler shall pay the sum of \$117.00 for each ton of Scheduled Recyclables delivered to the Transfer Stations (the “Scheduled Recyclables Transfer Station Service Fee”) and the sum of \$117.00 for each ton of Scheduled Recyclables delivered to the Recycling Facility (the “Scheduled Recyclables Recycling Facility Service Fee”) .

The General Service Fee, the applicable Discounted Service Fee, the Transfer Station Premium Service Fee, Facility Premium Service Fee, Increase Premium, Scheduled Recyclables Transfer Station Service Fee, Scheduled Recyclables Recycling Facility Service Fee and any other fee, charge or additional cost due pursuant to the terms of the Municipal Solid Waste Management Services Agreements for Committed Solid Waste or Committed Recyclables 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 subject to the General Service Fee or applicable Discounted Service Fee, and the Increase Premium; (2) the tons of Scheduled Solid Waste that are subject to the Transfer Station Premium Service Fee; (3) the tons of Scheduled Solid Waste that are subject to the Facility Premium Service Fee; (4) the tons of Scheduled Recyclables that are subject to the Scheduled Recyclables Transfer Station Service Fee; (5) the tons of Scheduled Recyclables that are subject to the Scheduled Recyclables Recycling Facility Service Fee, and (6) the cumulative amount of Scheduled Solid Waste and Scheduled Recyclables in tons credited to Hauler’s Scheduled Deliveries 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.

The Authority may, at Hauler request, provide additional interim delivery reports to Hauler to aid Hauler in its determination of compliance with the Scheduled Deliveries and Delivery Caps established in Exhibit A, and its assessment of the potential inclusion of Bypass Charges, Delivery Payments or any other charge on Hauler's Monthly Statement. Hauler acknowledges that it is responsible to monitor and comply with such Scheduled Deliveries and Delivery Caps irrespective of such interim reports which are provided as a convenience to Hauler and shall not represent cause to dispute any subsequent Monthly Statement.

## **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 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. Except as provided in Exhibit A and Exhibit B hereto, 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, status as a veteran, 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, status as a veteran, 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.**

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**IN WITNESS WHEREOF**, the Parties have caused this **CONNECTICUT SOLID WASTE SYSTEM ONE-YEAR HYBRID SMALL HAULER 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**

The Term shall be divided into twelve (12) monthly and four (4) quarterly Delivery Periods as presented in Table 1. During each applicable 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.

Table 1	Limit Type			
	Scheduled Solid Waste	Scheduled Solid Waste Delivery Cap	Scheduled Recyclables	Scheduled Recyclables Delivery Cap
July-20	0.0	333.0	0.0	25.0
August-20	0.0	333.0	0.0	25.0
September-20	0.0	334.0	0.0	25.0
1st Quarter	0.0	1,000.0	0.0	75.0
October-20	0.0	333.0	0.0	25.0
November-20	0.0	333.0	0.0	25.0
December-20	0.0	334.0	0.0	25.0
2nd Quarter	0.0	1,000.0	0.0	75.0
January-21	0.0	333.0	0.0	25.0
February-21	0.0	333.0	0.0	25.0
March-21	0.0	334.0	0.0	25.0
3rd Quarter	0.0	1,000.0	0.0	75.0
April-21	0.0	333.0	0.0	25.0
May-21	0.0	333.0	0.0	25.0
June-21	0.0	334.0	0.0	25.0
4th Quarter	0.0	1,000.0	0.0	75.0

The Authority reserves the right to implement and enforce a monthly or quarterly schedule of Delivery Periods at any time during the Term, following reasonable written notice to and consultation with Hauler. Hauler acknowledges the Authority has implemented a monthly schedule of Delivery Periods with respect to Scheduled Solid Waste and a quarterly schedule of Delivery Periods with respect to Scheduled Recyclables as of the Effective Date of this Agreement.

**2. DELIVERY CAP**

(a) During each Delivery Period Hauler shall deliver, without penalty or additional cost, the Committed Solid Waste and Committed Recyclables as defined and described in this Agreement and Exhibit B.

- (b) Subject to the available processing capacity of the Connecticut Solid Waste System and the terms of this section and Section 3 below, the Authority is further willing to accept delivery of the Scheduled Solid Waste and Scheduled Recyclables quantified above in this Exhibit A. Provided the Authority has not declared the processing capacity of the Facility, Transfer Station(s) or Recycling Facility to be impaired, the Authority will accept such deliveries of Scheduled Solid Waste and Scheduled Recyclables without penalty or additional cost. However, the Authority, in its sole judgment, may declare the Facility, Transfer Station(s) or Recycling Facility to be impaired for any operational constraint that limits such facility's processing capacity and / or causes the Authority to divert Acceptable Solid Waste or Acceptable Recyclables to alternate disposal facilities ("Operational Constraint").

An "Operational Constraint" may include but is not limited to any planned or unplanned Facility, Transfer Station(s) or Recycling Facility shutdown, or outage for major maintenance and/or repair of the Facility, Transfer Station(s) or Recycling Facility, including any component equipment, system or infrastructure, including, but not limited to, boilers, turbines, bag houses, conveyors, sorters, balers, buildings and pavements, rolling stock and other equipment, any drought, flood, earthquake, storm, fire, lightning, explosion, epidemic, war, act of terrorism, civil disturbances, sabotage, work stoppages (e.g., strikes, etc.), power outage, accident, equipment breakdown, financial constraint, unavailability of support services, materials or replacement equipment, restraint by court order or regulatory authority, risk management or anything else in the Authority's sole judgment that materially affects the Authority's processing capacity at any of its facilities. Hauler acknowledges that the Authority may declare any maintenance, repair or other work undertaken or not undertaken in furtherance of the planned conversion of the Facility to transfer operations effective July 1, 2022 to be an Operational Constraint. At its discretion, the Authority may endeavor to overcome any Operational Constraint in a manner that does not conflict with such conversion plan and / or secure alternative disposal capacity to which Scheduled Solid Waste may be diverted by the Authority.

In the event the Authority declares a facility to be impaired due to an Operational Constraint, it shall notify each Hauler of the impairment, together with a reduction of Hauler's Scheduled Solid Waste, calculated proportionately among all Haulers who deliver Scheduled Solid Waste, and its revised Scheduled Solid Waste Delivery Cap, or its proportionate reduction of Hauler's Scheduled Recyclables and revised Scheduled Recyclables Delivery Cap as the case may be. Such notice shall describe the nature, extent and estimated duration of impairment, and shall include Hauler's revised schedule and delivery cap, to be effective no less than five calendar days from the date of such notice and continue for the duration of impairment ("Impairment Period"). Within two days of its receipt of such notice, Hauler shall notify the Authority in writing whether Hauler 1) accepts such reductions, or 2) elects to continue to deliver the amounts set forth in Section 1 above and make payments in accordance with Section 3 below. In the event the hauler fails to so notify the Authority, the Authority may, at its discretion, refuse deliveries in excess of Hauler's reduced Scheduled Solid Waste Delivery Cap or reduced Scheduled Recyclables Delivery Cap, or accept such deliveries in which case Hauler shall pay the applicable Bypass Charge provided in

Section 3 below. The Authority shall further provide notice to all Haulers of the conclusion of an Impairment Period which notice shall describe the restoration of the applicable facility's processing capacity, or portion thereof, and the date of restoration. If Hauler was delivering a reduced amount of Scheduled Solid Waste and/or Scheduled Recyclables during the Impairment Period, Hauler shall, no later than fourteen calendar days from the date of such notice, advise the Authority in writing of its intention to resume Scheduled Deliveries in accordance with Section 1 above and the date of resumption which shall be no longer than fourteen calendar days from notice. In the event Hauler fails to so notify the Authority, the Authority may, by notice to Hauler, decline to accept any Scheduled Deliveries exceeding the revised schedule and cap from Hauler and, at the Authority's discretion, accept alternate commitments from other sources to fill the available capacity. The Authority shall not thereafter accept delivery of Spot Waste (as defined in Section 4, below) from Hauler.

- (c) The Authority further reserves the right to refuse deliveries of Scheduled Solid Waste or Scheduled Recyclables that, in the Authority's sole discretion, will cause it to violate or exceed any applicable environmental permit condition or limitation. In such event, the Authority shall first refuse 1) all deliveries of Spot Waste (as defined in Section 2.5 of the Procedures), 2) all deliveries of Interruptible Contract Waste, and 3) all deliveries Scheduled Solid Waste and/or Scheduled Recyclables pursuant to any agreement for which the tip fee is lower than the price per ton for such deliveries specified in Section 6 of this Agreement. In the event that the Authority has entered into more than one agreement for which the price is identical, refusal of deliveries pursuant to such agreements shall occur proportionately.

### **3. BYPASS WASTE, BYPASS CHARGE**

In the event Hauler exceeds the Scheduled Solid Waste Delivery Cap or Scheduled Recyclables Delivery Cap for any Delivery Period, or as such caps are adjusted pursuant to Section 2(b) above for any Impairment Period, then the Authority may terminate this Agreement on thirty (30) days prior written notice to Hauler and provide Hauler with a standard One-Year Solid Waste and Recyclables Delivery Agreement which shall include Scheduled Solid Waste and Scheduled Recyclables mutually acceptable to the Parties. The Authority shall dispose of any or all amounts of the Scheduled Solid Waste or Scheduled Recyclables that exceed such 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 of the Bypass Waste at disposal facilities of the Authority's choice. Except as provided below for Scheduled Solid Waste or Scheduled Recyclables during an Impairment Period, the Bypass Charge shall be calculated as follows:

$$\frac{\text{Total incremental costs incurred by the Authority to dispose of Bypass Waste}}{\text{Divided (/) by}} \\ \text{Total Tons of Acceptable Solid Waste delivered by all Haulers in excess of their}$$

*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.

For Scheduled Solid Waste during an Impairment Period, the Authority may recalculate the Base Disposal Fee defined in the Municipal Solid Waste Management Services Agreements ("MSAs") listed in Section 4 of Exhibit B applicable to the Impairment Period. The Base Disposal Fee shall be recalculated by the Authority in a commercially reasonable manner taking into account changes in the Cost of Operation, Non Disposal Fee Revenue, Net Cost of Operation, Aggregate Tons and other applicable factors as defined in the MSAs, hereinafter the Impairment Period Service Fee. The Authority shall deduct the General Service Fee established in Section 6.1 hereof from the Impairment Period Service Fee to determine the Per ton Bypass Charge Rate applicable to Scheduled Solid Waste during an Impairment Period.

For Scheduled Recyclables during an Impairment Period, the Authority may assess a Per ton Bypass Charge Rate of \$60.00 in addition to the Scheduled Recyclables Service Fees provided in Section 6.6 of this Agreement.

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

As a small hauler, Hauler shall not be subject to Scheduled Deliveries but shall be subject to the Delivery Caps stated in Section 1 of this Exhibit A. In the event that Hauler exceeds such Delivery Caps, and the Authority terminates this Agreement as provided herein, Hauler acknowledges the following criteria shall be used to determine whether the applicable Scheduled Deliveries have been met pursuant to any subsequent standard One-Year Solid Waste and Recyclables Delivery Agreement:

- Only Acceptable Solid Waste and Acceptable Recyclables shall be credited toward the applicable 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.
- Committed Solid Waste and Committed Recyclables as defined in Exhibit B and delivered by Hauler to the Facility or Recycling Facility shall not 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.

Hauler further acknowledges that 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 five and 00/100 (\$45.00) 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 five and 00/100 (\$25.00) 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**

Bypass Charges shall be calculated by the Authority pursuant to Section 3 of this Exhibit A, included on the Hauler’s Monthly Statement provided pursuant to Section 7 of this Agreement and paid promptly by Hauler pursuant to Section 8 of this Agreement. In the event Hauler desires to dispute any such Bypass Charge it shall do so in writing stating the reasons therefore which may include documented errors in the Scheduled Deliveries, Delivery Cap or actual deliveries credited to Hauler’s account and used in determining the subject Bypass Charges, or documented errors in the calculation of the Per ton Bypass Charge rate determined by the Authority pursuant to applicable provisions of Section 3 of this Exhibit A. The Authority shall review Hauler’s dispute and provide its determination to waive, adjust or confirm such Bypass Charges within a reasonable period of time which determination shall be binding upon the Hauler. Hauler’s submission of a dispute shall not relieve Hauler of its obligation to pay Bypass Charges while such dispute is being reviewed by the Authority.

In the event Hauler fails to meet its Scheduled Deliveries for any Delivery Period, the Authority may, at its discretion, and subject to Hauler’s consent, add the number of tons Hauler failed to deliver for the subject Delivery Period to Hauler’s Scheduled Deliveries for a subsequent Delivery Period or Delivery Periods occurring within the Term of this Agreement. Any such offer by the Authority shall be in writing, and any such consent by the Hauler shall be in writing, provided no later than the date upon which the Authority shall otherwise issue its Monthly Statement including Delivery Payments for the subject Delivery Period pursuant to Section 7 of this Agreement.

**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.

**EXHIBIT B**  
**DESIGNATED FACILITIES;  
COMMITTED SOLID WASTE AND RECYCLABLES  
SCHEDULED SOLID WASTE AND RECYCLABLES**

**1. DESIGNATED FACILITIES**

Hauler shall be permitted 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

Hauler shall deliver Committed Solid Waste and Committed Recyclables to the specific facility identified by municipality of origin in Section 4 of this Exhibit B. Subject to the available processing capacity of the Connecticut Solid Waste System, as determined by the Authority in its sole judgment, including the schedules and delivery caps provided in Exhibit A, Hauler may deliver Scheduled Waste and Scheduled Recyclables to the specific facility identified by municipality of origin in Section 5 of this Exhibit B.

**2. CHANGES TO DESIGNATED FACILITIES; AUTHORITY OFFER TO FORGO DELIVERIES OF COMMITTED SOLID WASTE AND COMMITTED RECYCLABLES.**

During the Term, the Authority shall have the right to direct Hauler to deliver Committed Solid Waste or Committed Recyclables 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 Committed Solid Waste or Committed Recyclables 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 Committed Solid Waste or Committed Recyclables to any Designated Facility, (ii) to forgo delivering any quantity of Committed Solid Waste or



Committed Recyclables to any Designated Facility during a specific time period, or (iii) to forgo delivering a specific quantity of Committed Solid Waste or Committed Recyclables to any Designated Facility during a specific time period. Hauler shall accept or reject such Authority offer within three business days.

### **3. EMERGENCY BYPASS WASTE**

Subject to this Section 3, to the extent the Authority determines that it may be unable to accept Committed Solid Waste or Committed Recyclables from Hauler at the Designated Facility, the Authority may redirect such Committed Solid Waste or Committed Recyclables ("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 at Hauler's expense ("Alternate Arrangements"), for the disposal of Hauler's Committed Solid Waste or Committed Recyclables necessitated by, and for the duration of any Force Majeure Event.

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 the General Service Fee or applicable Discounted Service Fee, as the case may be, and the other amounts payable hereunder in the normal course and billed by the Authority. Subject to the following paragraph, any incremental costs in addition to the amounts in the preceding sentence ("Additional Costs"), incurred by the Authority in connection with its redirection of such Emergency Bypass Waste shall be paid by the Authority. 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 reimburse the Authority for any and all such Additional Costs incurred by the Authority with respect to Emergency Bypass Waste which are not reimbursed through Additional Cost Insurance. Such Additional Costs reimbursement shall be calculated by the Authority in a commercially reasonable manner consistent with the provisions of Section 3 of Exhibit A hereto concerning Bypass Waste and Bypass Charges for Scheduled Solid Waste during an Impairment Period. 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. COMMITTED SOLID WASTE AND COMMITTED RECYCLABLES

The following municipalities have committed Acceptable Solid Waste and/or Acceptable Recyclables to the Authority pursuant to a Tier 1 Long-Term, Tier 1 Short-Term or Tier 2 Municipal Solid Waste Management Services Agreement with the Authority.

##### 4.1 Tier 1 (Long-term and short-term) with Recycling Municipal Solid Waste Management Services Agreement

*Nature of Municipality's commitment in Tier-1 Contracts:*

- *During the Term, the Municipality shall deliver or cause to be delivered to the Designated Waste Facility all Acceptable Solid Waste generated within its corporate boundaries.*
- *During the Term, the Municipality shall deliver or cause to be delivered to the Designated Recycling Facility all Acceptable Recyclables under its control and collected from residential and municipal generators within its corporate boundaries; including if applicable public schools and other locations under the supervision of a Board of Education. Notwithstanding the preceding sentence, the requirements of the preceding sentence shall not apply to any Acceptable Recyclables which are the subject of a written agreement in effect as of July 1, 2010 between the Municipality or the Board of Education, on the one hand and any Person other than MIRA on the other hand, including any renewal or extension of such written agreement during the Term.*

*Table 4.1 List of Tier 1 Municipalities with Recycling*

Municipality	Term	Includes Recycling (Y/N)?	Designated Waste Facility	Designated Recycling Facility
Avon	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Recycling Facility
Barkhamsted (RRDD#1)	Long term (through 6/30/2027)	Y	Torrington Transfer Station*	Torrington Transfer Station
Bethlehem	Long term (through 6/30/2027)	Y	Watertown Transfer Station	Watertown Transfer Station
Bloomfield	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Recycling Facility
Canaan	Long term (through 6/30/2027)	Y	Torrington Transfer Station	Torrington Transfer Station
Canton	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Recycling Facility
Chester	Long term (through 6/30/2027)	Y	Essex Transfer Station	Essex Transfer Station
Clinton	Long term (through 6/30/2027)	Y	Essex Transfer Station	Essex Transfer Station
Colebrook	Long term (through 6/30/2027)	Y	Torrington Transfer Station	Torrington Transfer Station
Cornwall	Long term (through 6/30/2027)	Y	Torrington Transfer Station	Torrington Transfer Station
Deep River	Long term (through 6/30/2027)	Y	Essex Transfer Station	Essex Transfer Station
Durham	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Resource Recovery Facility
East Granby	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Recycling Facility
East Hampton	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Recycling Facility

Table 4.1 (Continued)

Municipality	Term	Includes Recycling (Y/N)?	Designated Waste Facility	Designated Recycling Facility
Ellington	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Recycling Facility
Essex	Long term (through 6/30/2027)	Y	Essex Transfer Station	Essex Transfer Station
Farmington	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Recycling Facility
Glastonbury	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Recycling Facility
Goshen	Long term (through 6/30/2027)	Y	Torrington Transfer Station	Torrington Transfer Station
Granby	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Recycling Facility
Haddam	Long term (through 6/30/2027)	Y	Essex Transfer Station	Essex Transfer Station
Hartford	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Recycling Facility
Harwinton	Long term (through 6/30/2027)	Y	Torrington Transfer Station	Torrington Transfer Station
Killingworth	Long term (through 6/30/2027)	Y	Essex Transfer Station	Essex Transfer Station
Litchfield	Long term (through 6/30/2027)	Y	Torrington Transfer Station	Torrington Transfer Station
Lyme	Long term (through 6/30/2027)	Y	Essex Transfer Station	Essex Transfer Station
Marlborough	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Recycling Facility
Middlebury	Long term (through 6/30/2027)	Y	Watertown Transfer Station	Watertown Transfer Station
Middlefield	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Resource Recovery Facility
Naugatuck	Long term (through 6/30/2027)	Y	Watertown Transfer Station	Watertown Transfer Station
New Hartford (RRDD#1)	Long term (through 6/30/2027)	Y	Torrington Transfer Station*	Torrington Transfer Station
Newington	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Recycling Facility
Norfolk	Long term (through 6/30/2027)	Y	Torrington Transfer Station	Torrington Transfer Station
North Canaan	Long term (through 6/30/2027)	Y	Torrington Transfer Station	Torrington Transfer Station
Old Lyme	Long term (through 6/30/2027)	Y	Essex Transfer Station	Essex Transfer Station
Old Saybrook	Long term (through 6/30/2027)	Y	Essex Transfer Station	Essex Transfer Station
Portland	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Recycling Facility**
Rocky Hill	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Recycling Facility
Salisbury	Long term (through 6/30/2027)	Y	Torrington Transfer Station	Torrington Transfer Station
Sharon	Long term (through 6/30/2027)	Y	Torrington Transfer Station	Torrington Transfer Station
Simsbury	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Recycling Facility

Table 4.1 (continued)

Municipality	Term	Includes Recycling (Y/N)?	Designated Waste Facility	Designated Recycling Facility
Thomaston	Long term (through 6/30/2027)	Y	Watertown Transfer Station	Watertown Transfer Station
Torrington	Long term (through 6/30/2027)	Y	Torrington Transfer Station	Torrington Transfer Station
Watertown	Long term (through 6/30/2027)	Y	Watertown Transfer Station	Watertown Transfer Station
Westbrook	Short Term (through 6/30/2022)	Y	Essex Transfer Station	Essex Transfer Station
Wethersfield	Long term (through 6/30/2027)	Y	CSWS Resource Recovery Facility	CSWS Recycling Facility
Winchester (RRDD#1)	Long term (through 6/30/2027)	Y	Torrington Transfer Station*	Torrington Transfer Station
Woodbury	Long term (through 6/30/2027)	Y	Watertown Transfer Station	Watertown Transfer Station

SAMPLE

## 4.2 Tier 2 Municipal Solid Waste Management Services Agreement

### Nature of Municipality's commitment in Tier-2 Contracts:

- *During the Term, the Municipality shall deliver or cause to be delivered to the Designated Waste Facility all Acceptable Solid Waste under its control pursuant to its statutory authority or encompassed under its municipal collection program, and generated within its corporate boundaries.*
- *Municipality is subject to minimum and maximum deliveries of Acceptable Solid Waste each quarterly delivery period and can face additional charges for deliveries less than the minimum or in excess of the maximum delivery cap.*
- *Recycling NOT included in these Tier-2 Contracts.*

Table 4.3 List of Tier 2 Municipalities

Municipality	Term	Includes Recycling (Y/N)?	Designated Waste Facility	Designated Recycling Facility
Manchester	through 6/30/2022	Recycling not included in Tier 2	CSWS Resource Recovery Facility	Recycling not included in Tier 2

## 5. SCHEDULED SOLID WASTE AND SCHEDULED RECYCLABLES

Unless otherwise agreed to in writing by an Authorized Representative of the Authority, Hauler shall deliver its Scheduled Waste and Scheduled Recyclables to the Designated Facility listed in Table 5.1 below by municipality of origin.

*Table 5.1 Transfer Station use for Scheduled Waste and Scheduled Recyclables*

A. MIRA Transfer Station	B. Municipalities from which Scheduled Waste or Scheduled Recyclables can be delivered
Essex Transfer Station	<ul style="list-style-type: none"> <li>• East Haddam</li> <li>• Guilford</li> <li>• Madison</li> <li>•</li> </ul>
Torrington Transfer Station	<ul style="list-style-type: none"> <li>• Burlington</li> </ul>
Watertown Transfer Station	<ul style="list-style-type: none"> <li>• Ansonia</li> <li>• Beacon Falls</li> <li>• Cheshire</li> <li>• Morris</li> <li>• Oxford</li> <li>• Plymouth</li> <li>• Prospect</li> <li>• Seymour</li> <li>• Southbury</li> <li>• Thomaston</li> <li>• Washington</li> <li>• Waterbury</li> <li>• Wolcott</li> </ul>

Hauler shall deliver Scheduled Waste generated from a municipality of origin not shown in Table 5.1 to the Facility and Hauler shall deliver Scheduled Recyclables generated from a municipality of origin not shown in Table 5.1 to the Recycling Facility.