

THE SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES  
RECOVERY AUTHORITY

(“SCRARRA”)

REQUEST FOR PROPOSALS

RECYCLING DISPOSAL

Request for Proposal packets will be available on May 9, 2024 at SCRARRA’s 7 Hurlbutt Road offices, Gales Ferry, CT 06335 between the hours of 9:00 a.m. and 4:30 p.m. and may also be obtained online at <https://www.scrarra.org>.

Responses are due on June 6, 2024 by 2:30 pm. in the SCRARRA offices, 7 Hurlbutt Road, Gales Ferry, CT.

SCRARRA reserves the right to amend or terminate this Request for Proposal; accept all or any part of a Proposal; reject all Proposals; waive any informalities or non-material deficiencies in a Proposal; and award the Proposal to the firm(s) which in opinion of SCRARRA presents the best value to the community in terms of experience, cost and ability to complete the tasks in a timely fashion and not necessarily the lowest Proposal.

Dated this May 9, 2024

SCRARRA



SOUTHEASTERN CONNECTICUT RESOURCES RECOVERY AUTHORITY  
(SCRRA)  
REQUEST FOR PROPOSALS (RFP)

SCRRA is accepting Proposals on the following:

RECYCLING DISPOSAL

SCRRA  
7 Hurlbutt Road  
Gales Ferry, CT 06335  
[www.scrarra.org](http://www.scrarra.org)

SCRRA is an Equal Opportunity/Affirmative Action Employer.

All Proposals must be received by the Proposal Due Date of: June 6, 2024



SCRRRA  
INSTRUCTIONS TO RESPONDERS

PROJECT TITLE:  
Recycling Disposal

PROPOSAL DUE DATE:  
Monday, June 6, 2024

All Proposals should be sealed with the project title clearly written on the front. They are to be delivered to SCRRRA offices no later than 2:30 pm. Facsimiles or emailed Proposals will not be accepted.

ESTIMATED TIME PERIOD FOR CONTRACT:

Approximately six (6) years with the option to extend. SCRRRA reserves the right to extend the contract.

CONTRACTOR ELIGIBILITY:

This procurement is open to those companies that satisfy the minimum qualifications stated herein and that are available for work in the State of Connecticut.

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# 1. INTRODUCTION

## 1.1 PURPOSE AND BACKGROUND

SCRARRA is approaching the end of its current Agreement with a firm providing recycling materials disposal from SCRARRA Member Towns ("Member Towns"). SCRARRA is made of up 12 Towns in Southeastern Connecticut as follows: East Lyme, Griswold, Groton, Ledyard, Montville, New London, North Stonington, Norwich, Preston, Sprague, Stonington, and Waterford ("Member Towns").

SCRARRA is initiating this Request for Proposals (RFP) to solicit Proposals from qualified waste recycling firms for the receipt and processing of acceptable recyclable materials from residential households within the SCRARRA Member Towns. SCRARRA Member Towns currently collect and deliver approximately eighteen thousand (18,000) tons of mixed recycling materials annually.

## 1.2 PROPOSER QUALIFICATIONS

### 1.2.1 EXPERIENCE AND REFERENCES

Describe the Responder's qualifications and experience in processing recyclable materials. Provide a listing of other towns in Connecticut where the Firm is currently providing similar services.

### 1.2.2 PERMITTING OF FIRM

The Proposer must be permitted to provide recyclable materials disposal by the CT DEEP for all materials to be processed.

### 1.2.3 PREVIOUS LITIGATION

Responders shall provide a brief description of all litigation, brought against the Firm and principals, all enforcement actions or penalties assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, labor laws, or affirmative action, and any contract penalties related to service assessed by towns during the period from January 2000 to the present. Responders shall also provide information and outcome of any investigations conducted by the State or Federal governments regarding their operations during the same period.

### 1.2.4 FLEXIBILITY IN PROPOSALS

Each Proposal must include the requested lump sum and/or unit prices as a base of comparison. SCRARRA may evaluate and recommend utilization of such if deemed to be in the best interests of SCRARRA.

SCRARRA expects to negotiate with all Proposal Responders and select the Proposal which is in the best interest of SCRARRA and its Member Towns.

Responders may be required to make an oral presentation to SCRARRA's representatives as part of assisting in reviewing their Proposal.

## 2. SPECIFICATIONS

### 2.1 OBJECTIVES AND SCOPE OF SERVICES

It is SCRARRA's objective for recycling materials to be delivered to the Contractor's facility for disposal.

### 2.2 PROJECT APPROACH

Provide a concise Project Approach, describing the manner in which the Responder intends to provide the services outlined in the Request for Proposals and background information and history of the Responder.

Financial Resources Statement. Confirming that the Firm has the financial capability to successfully undertake this contract.

### 2.3 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on October 1, 2024, and to end on December 31, 2030. SCRARRA reserves the right to cancel the contract at any time if the performance of the contractor is deemed to be inadequate. Amendments extending the period of performance, if any, shall be at the sole discretion of SCRARRA.

SCRARRA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

### 2.4 PROJECT SCHEDULE

The following is the proposed schedule for the selection process and work program:

RFP Issued May 9, 2024  
Proposals due June 6, 2024  
Recommendation for award July 11, 2024  
Contract finalized August 9, 2024

SCRARRA reserves the right to revise the above schedule.

### 2.5 PERMITTING

The Contractor shall maintain all permits required by the CT DEEP for disposal/processing locations for their operations throughout the term of the Contract including any extensions.

## 2.6 FINES AND PENALTIES

The Contractor shall be responsible for all fines and penalties assessed against them and their operations resulting from non-compliance with the EPA and/or the CT DEEP.

## 2.7 QUESTIONS

General questions should be directed electronically no later than May 30, 2024 to Dave Aldridge, Executive Director at [daldridge@scrrra.org](mailto:daldridge@scrrra.org). Questions, answers, and amendments will be posted at [scrrra.org](http://scrrra.org) and will be sent directly to plan holders who have provided their contact information at the time they retrieve the Proposal package.

## 3. SUBMISSION REQUIREMENTS

### 3.1 PROPOSAL FORM

The Contractor shall submit pricing using the attached "Proposal Form", along with all other required documents and any documentation the Contractor deems pertinent to the project.

### 3.2 SUBMISSION DUE DATE

Late Proposals will not be accepted and will be automatically disqualified from further consideration. All Proposals and any accompanying documentation become the property of SCRARRA and will not be returned. Unless otherwise noted within a Proposal, Proposals received in response to this document are assumed to be valid and binding until September 30, 2024. If award is not made within such time, the Proposal can be deemed to be either no longer valid or can be extended with mutual consent of SCRARRA and the firm submitting the Proposal. The envelope should be sealed with the project title and put to the attention of the Executive Director.

### 3.3 MOST FAVORABLE TERMS

SCRARRA reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially on the most favorable terms that the Responder can propose. SCRARRA reserves the right to contact an outside or third-party Consultant for clarification of the Proposal.

### 3.4 NO OBLIGATION TO CONTRACT

This RFP does not obligate SCRRRA to contract for services specified herein.

### 3.5 REJECTION OF PROPOSALS

SCRRRA reserves the right, at its sole discretion, to reject any and all Proposals received without penalty and will not be required to issue a contract as a result of this RFP.

Whenever it is deemed to be in the best interest of SCRRRA, the Executive Director or designated representative may waive informalities in any and all Proposals.

### 3.6 REFERENCES

The Proposal shall include three references of a project of similar size. Include project name and contact information.

### 3.7 PRICE PROPOSAL

Provide complete pricing information of forms provided in Section 6 of this RFP.

### 3.8 NON-COLLUSION AFFIDAVIT

All responders are required to sign the enclosed Non-Collusion Affidavit and attach it to their Proposal.

### 3.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER

Proposers must provide a statement that they are an Equal Employment Opportunity and Affirmative Action Employer, and comply with the Civil Rights Act of 1964, the Equal Employment Act of 1972, and the Connecticut Fair Employment Practices Law.

## 4. CONTRACT CONSIDERATIONS

### 4.1 EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. The successful firm shall comply with applicable requirements from the Commission on Human Rights and Opportunities (CHRO).



## 4.2 INDEMNIFICATION

- A. Waiver of Subrogation: The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against owners, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- B. Indemnification/Hold Harmless: to the extent provided by law, the contractor shall indemnify, defend, and hold harmless SCRRRA, its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by SCRRRA, arising out of or resulting from the performance of the work and/or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

## 5. AWARD OF CONTRACT

### 5.1 NOTIFICATION TO PROPOSERS

SCRRRA will notify the successful firm of their selection upon completion of the evaluation process. Individuals or firms, whose Proposals were not selected, will be notified separately by e-mail or facsimile if such information is provided with Proposals.

### 5.2 BILLING PROCEDURES AND PAYMENT

Selected Proposer (Contractor) will issue invoices to SCRRRA which invoices will contain information identifying individual town information including truck number, hauler weights and other information as SCRRRA may reasonably require. SCRRRA will make payment to the contractor within 30 days of receipt of invoice by SCRRRA.

Address invoices to SCRRRA, 7 Hurlbutt Road, Gales Ferry, CT 06335. Invoice and envelope shall be marked to identify as being for Recycling Services.

### 5.3 CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contractor's Contract Manager	SCRRRA Contract Manager
Contract Manager's Name:	Dave Aldridge
Contractor:	Executive Director
Contractor's Address:	7 Hurlbutt Road Gales Ferry, CT 06335
Phone: ( )	Phone: (860) 381-5558
Fax: ( )	Fax: (860) 381-5948
Email address:	Email address: <a href="mailto:daldridge@scrrra.org">daldridge@scrrra.org</a>

### 5.4 APPROVAL

This contract shall be subject to the approval of SCRRRA's Board of Directors and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

### 5.5 TERMINATION

If the Contractor fails to perform this contract in accordance with its terms, SCRRRA shall have the right, in addition to all other remedies it may have, to declare the contract in default and, therefore, terminated and to resubmit the contract for further Proposal. In that event, and in addition to all other remedies, the Contractor shall pay SCRRRA, as liquidated damages, the amount of any excess of the new contract price over the contract price herein provided for, both prorated to the period of time covered by the unexpired term of the contract at the time of default.

## **END OF INSTRUCTIONS TO PROPOSERS**

## FORMS

CHECKLIST

The following items must be included in the Proposal:

Proposal Form	YES _____	NO
Non-Collusive Proposal Certification	YES _____	NO
Statement of Proposer's Qualifications	YES	NO
Project Approach	YES _____	NO

The undersigned is familiar with the conditions surrounding this call for Proposals, is aware that SCRRA reserves the right to reject any and all Proposals and is submitting this Proposal without collusion with any other person, individual or corporation.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Typed/Printed Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

SCRRA reserves the right to reject any Proposal or all Proposals, or any part of any Proposal, or waive any defect, irregularity, or formality of any Proposal when it is determined to be in the best interests of SCRRA to do so.

**SCRRA  
Recycling RFP**

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

(including notification of outstanding financial and other obligations to SCRRA)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )      ss:

\_\_\_\_\_, being first duly sworn, deposes and says that:

He/She is (owner, partner, officer, representative or agent) of \_\_\_\_\_, the  
(Proposer Name)  
Proposer that has submitted the attached Proposal;

1. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
2. Such Proposal is genuine and is not a Collusive or Sham Proposal;
3. Neither the said Proposer, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from Proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal of any other Proposer, or to fix any overhead, profit or cost element of the Proposal prices or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against SCRRA or any person interested in the proposed Contract;
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
5. That no officer or employee or person whose salary is payable in whole or in part by SCRRA is directly or indirectly interested in the Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

6. **Check One:**

\_\_\_\_\_ That neither this Proposer, nor any owner, partner, officer, representative, agent or affiliate of this Proposer, has outstanding financial or other obligations to SCRRRA nor are they a party to any entity which has any such obligations.

\_\_\_\_\_ There are such outstanding obligations. (List all obligations on a separate sheet, indicate the nature of the obligation and the parties involved.)

7. Listing of owners, partners, officers, representatives, agents and/or affiliates:

Name	Title	Affiliated Company (if none, state NONE)
1.		
2.		
3.		
4.		
5.		
6.		
7.		

(Use additional sheet if necessary – must be on company letterhead and notarized)

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ Title

My Commission Expires: \_\_\_\_\_

**NOTE: THIS FORM MUST BE NOTARIZED**

TO BE COMPLETED BY ORIGINATING DEPARTMENT

PROPOSAL/AGREEMENT TITLE:	
DEPARTMENT:	
RETURN FORM TO:	
ADDRESS:	
ADDRESS:	

SCRARRA  
RECYCLING SERVICES

PROPOSAL FORM

1. Provide recycling price per ton for processing recyclable materials delivered to the Proposer's processing facility or transfer station.
2. Provide Proposer's proposed annual fee adjustment not to exceed 3 percent. For example, based on a CPI adjustment, or fixed percentage or both.
3. Describe Proposer's process to separately identify and weigh each Member Town's recyclable materials delivered to Proposer's Site.
4. State the process by which such materials will be weighed upon delivery.
5. State how the Proposer will establish the values of SCRARRA only recyclable materials delivered to its facility by SCRARRA Member Towns. Provide a three-year detailed history of the products in the Market Index to be used.
6. State the basis upon how commodity value revenues received by Proposer would impact the processing fee with SCRARRA. Provide sample example(s).
6. State whether Proposer agrees to perform annual composition audits of SCRARRA Recyclable materials delivered to its facility.
7. How does Proposer propose to deal with non-compliant recyclable materials? How is that determined and at what state and at what point in the process is it determined? What is the proposed cost to SCRARRA for dealing with such non-compliant recyclable materials?
8. Does Proposer have issues with SCRARRA auditing scale certification and the invoicing procedures of Proposer?
9. If contamination levels are reduced in the future below the initial level established by the first composition audit, what adjustment to the Processing Fee would result?

**AGREEMENT BETWEEN**

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**AND**

**THE SOUTHEASTERN CONNECTICUT REGIONAL  
RESOURCES RECOVERY AUTHORITY**

**(Based upon SCRRRA's Current Recycling Materials Contract)**

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This Agreement ("Agreement"), effective as of the date indicated below, is entered into by and between \_\_\_\_\_, a Connecticut corporation with its principal place of business at \_\_\_\_\_, \_\_\_\_\_, Connecticut ("\_\_\_\_\_") and the **SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES RECOVERY AUTHORITY** ("SCRRRA"), an association of Connecticut municipalities.

**WHEREAS** SCRRRA member towns are as follows: East Lyme, Griswold, Groton, Ledyard, Montville, New London, North Stonington, Norwich, Preston, Sprague, Stonington and Waterford (collectively, the "Towns" and each a "Town");

**WHEREAS** SCRRRA wishes to establish a program for processing of single stream recyclable items for its member Towns,<sup>1</sup> to be available to each Town, subject to certain terms and conditions as contained herein; and

**WHEREAS** SCRRRA has entered into certain agreements entitled "Contract between Southeastern Connecticut Regional Resources Recovery Authority and [the Towns] To Provide Solid Waste Management Services" (each agreement, a "Municipal Service Agreement" and collectively, the "Municipal Services Agreements"); and

**WHEREAS** pursuant to the Municipal Service Agreements, SCRRRA has the authority to direct each Town to participate in this program for processing of single stream recyclable items, subject to the terms therein and herein; and

**WHEREAS** \_\_\_\_\_ has agreed to provide single stream recycling processing services to SCRRRA for its member Towns, and further has agreed to provide such services pursuant to the terms hereunder.

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<sup>1</sup> Some member Towns may include political subdivisions. The Town of Groton includes the Mystic Fire District. The City of Groton and Groton Long Point are excluded.



**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SCRRRA and \_\_\_\_\_ hereby agree as follows:

### **SECTION 1. AGREEMENT TO PROVIDE SERVICES**

\_\_\_\_\_, pursuant to the terms of this Agreement, shall provide single stream recycling processing services to SCRRRA.

### **SECTION 2. EXCLUSIVE NATURE OF SERVICE**

SCRRRA shall advise each Town: (i) that this Agreement constitutes an exclusive arrangement negotiated by SCRRRA on behalf of its member Towns to utilize \_\_\_\_\_ exclusively for the processing of recyclable materials; and (ii) that any attempt to contract for such services with any other entity or organization will constitute a default of its obligations to \_\_\_\_\_ and/or SCRRRA.

### **SECTION 3. FEE FOR PROCESSING RECYCLABLE MATERIALS**

SCRRRA will pay to \_\_\_\_\_ the initial Processing Fee (the "Processing Fee") equal to \_\_\_\_\_ per ton of materials delivered to \_\_\_\_\_. The Processing Fee will be increased at each 12-month anniversary of this Agreement by an amount equal to the increase in the Consumer Price Index (CPI — Northeast Region — All Items) over the period from October 1, 2025 through the date of the most-recently available data as of each anniversary date. In no event will the CPI-calculated increase at any anniversary date exceed 3%.

\_\_\_\_\_ will issue invoices to SCRRRA which invoices will contain information identifying individual town information including truck number, hauler weights and other information as SCRRRA may reasonably require. SCRRRA will make payment to the contractor within 30 days of receipt of invoice by SCRRRA. Address invoices to SCRRRA, 7 Hurlbutt Road, Gales Ferry, CT 06335. Invoice and envelope shall be marked to identify as being for Recycling Services.

Additionally, beginning April, 2025, \_\_\_\_\_ and SCRRRA will annually conduct a composition test (audit) of the recyclable materials being delivered pursuant to this Agreement to \_\_\_\_\_ by: (i) segregating approximately 100 tons of such materials; (ii) processing these segregated tons through the system; (iii) determining the composition of the segregated tons by weighing all recyclable commodities recovered; and (iv) converting the respective weights of each commodity into a percentage of the material sorted. Utilizing current prices<sup>2</sup> for recyclable materials as published on that certain website known as "RecyclingMarkets.net", Region 2, \_\_\_\_\_ shall then calculate the per-ton market value for each ton of materials being delivered pursuant to this Agreement to \_\_\_\_\_. Said market value shall be deducted from the Processing Fee

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<sup>2</sup> For purposes of this Agreement, current prices shall mean prices that are published within 5 business days of conducting the composition test.

then in effect. This adjusted Processing Fee shall be effective as of the month following the commodity sort, and thereafter shall continue to adjust on each anniversary date according to changes in the Consumer Price Index as detailed above.

#### **SECTION 4. TRASH RESIDUE**

Throughout the term of this Agreement, the materials delivered pursuant to this Agreement to \_\_\_\_\_ shall contain no more than 15% of incoming trash residue. In the event \_\_\_\_\_ reasonably determines that a load of materials delivered from a specific Town pursuant to this Agreement to \_\_\_\_\_ contains more than 15% trash residue, then \_\_\_\_\_ shall so notify the specific Town and SCRARRA in writing. After \_\_\_\_\_ has issued ten (10) written notifications to that Town, \_\_\_\_\_ reserves the right to reject any additional load from that Town that contains more than 15% trash residue. In the event of such rejection by \_\_\_\_\_, \_\_\_\_\_ shall so notify that Town and SCRARRA and shall also segregate such load from other loads being delivered. Within 24 hours of \_\_\_\_\_ providing notice, that Town and/or SCRARRA shall remove such load from \_\_\_\_\_'s processing facility.

#### **SECTION 5. TERM OF THIS AGREEMENT**

The term of this Agreement is approximately SIX PLUS YEARS beginning on October 1, 2024 and terminating on December 31, 2030.

#### **SECTION 6. REPRESENTATIONS AND WARRANTIES OF SCRARRA**

SCRARRA hereby makes the following representations and warranties as of the date of this Agreement, to and for the benefit of \_\_\_\_\_ :

- (a) SCRARRA has full legal right, power and authority to enter into this Agreement and perform its obligations hereunder, both for itself and on behalf of its member Towns.
- (b) SCRARRA has duly authorized the execution of this Agreement and this Agreement has been duly executed by SCRARRA, and constitutes a legal, valid and binding obligation of both SCRARRA independently and, pursuant to the Municipal Service Agreements, its member Towns, enforceable in accordance with its terms.
- (c) Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement by SCRARRA is prevented or limited by or conflicts with or results in a breach of the terms, conditions or provisions of any contractual or other restriction on SCRARRA, or any agreement or instrument of whatever nature to which SCRARRA is now a party or by which SCRARRA or its property is bound, or constitutes a default under any of the foregoing.

#### **SECTION 7. REPRESENTATIONS AND WARRANTIES OF \_\_\_\_\_**

\_\_\_\_\_ hereby makes the following representations and warranties as of the date of this Agreement, to and for the benefit of SCRRRA:

- (a) \_\_\_\_\_ is a Connecticut corporation validly existing, with full legal right, power and authority to enter into this Agreement and perform its obligations hereunder.
- (b) \_\_\_\_\_ has duly authorized the execution of this Agreement and this Agreement has been duly executed by \_\_\_\_\_, and constitutes a legal, valid and binding obligation of \_\_\_\_\_, enforceable against \_\_\_\_\_ in accordance with its terms.
- (c) Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement by \_\_\_\_\_ is prevented or limited by or conflicts with or results in a breach of the terms, conditions or provisions of any contractual or other restriction on \_\_\_\_\_, or any agreement or instrument of whatever nature to which \_\_\_\_\_ is now a party or by which \_\_\_\_\_ or its property is bound, or constitutes a default under any of the foregoing.
- (d) No action or proceeding is pending or threatened against \_\_\_\_\_ before any court or administrative agency that might materially adversely affect the ability of \_\_\_\_\_ to perform its obligations under this Agreement and all authorizations, consents and approvals required in connection with the execution and delivery of this Agreement or in connection with the performance of the \_\_\_\_\_'s obligations hereunder have been obtained as required hereunder or by law.
- (e) \_\_\_\_\_ at all times will maintain compliance with all local, state and federal laws, regulations, permits, licenses and orders applicable to its activities, and shall obtain all necessary permits, licenses and approvals associated thereto. \_\_\_\_\_ shall not be deemed to have breached its obligations under this Section 7(e) if: (i) \_\_\_\_\_ is contesting the purported non-compliance in good faith by appropriate proceedings; or (ii) \_\_\_\_\_ is diligently seeking to achieve compliance through appropriate actions and/or filing appropriate applications, provided that applicable law allows for continuing operations.
- (f) During the term of this Agreement, \_\_\_\_\_ shall keep in force the minimum insurance coverages with insurance companies rated "A-" or better by A.M. Best Rating Service as shown on Schedule A attached hereto. In Schedule A entitled Operator Insurance, operator shall carry commercial general liability insurance at a minimum limit of \$1,000,000 per occurrence and \$2,000,000, general aggregate. Commercial automobile liability insurance shall have a limit of \$1,000,000 per occurrence, worker's compensation insurance shall be statutory,

commercial excess umbrella \$2,000,000 per occurrence and pollution insurance, \$4,000,000.

- (g) \_\_\_\_\_ shall furnish to SCRRRA Certificates of Insurance and other satisfactory evidence to SCRRRA to the effect that such insurance has been procured and is in force.
- (h) Additionally, the insurance policies required herein shall contain the following language:

The Southeastern Connecticut Regional Resources Recovery Authority (“SCRRRA”) is named as an additional insured with respect to the commercial, general, excess umbrella, pollution and automobile liability policies set forth herein.

## **SECTION 8. MISCELLANEOUS**

**8.1 Modification; Assignment:** This Agreement cannot be modified, altered changed or amended unless an amendment in writing has been signed by both parties. This Agreement can be assigned by \_\_\_\_\_ by providing written notice to SCRRRA.

**8.2 Severability:** If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions of this Agreement shall not be affected and shall remain in full force and effect.

**8.3 Notices:** All notices required hereunder shall be in writing and either personally delivered or sent by electronic mail or first-class mail to the other party at the address listed below:

If to \_\_\_\_\_:

with a copy to:

If to SCRRRA:

Mr. David Aldridge, Executive Director  
SCRRRA  
7 Hurlbutt RD, Suite #1  
Gales Ferry, CT 06335  
with a copy to:

Richard L. Barger, Esq.  
Halloran & Sage LLP  
225 Asylum Street  
Hartford, CT 06103

**8.4 Counterparts:** \_\_\_\_\_ and SCRRRA may execute this Agreement in counterparts, each of which shall be deemed an original and all of which, when executed and delivered, shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties set their signatures as of the date written.

**SOUTHEASTERN CONNECTICUT  
REGIONAL RESOURCES RECOVERY  
AUTHORITY**

\_\_\_\_\_  
BY:  
    Its President  
    Duly Authorized

\_\_\_\_\_  
BY:  
    Its \_\_\_\_\_  
    Duly Authorized

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date