

**GREATER BRIDGEPORT REGIONAL RECYCLING
INTERLOCAL AGREEMENT**

TABLE OF CONTENTS

| | Page |
|--|-------------|
| 1. PURPOSE..... | 1 |
| 2. COMMITTEE MEMBERSHIP..... | 1 |
| 3. DURATION OF AGREEMENT | 2 |
| 4. EFFECTIVE DATE..... | 2 |
| 5. ESTABLISHMENT OF GREATER BRIDGEPORT REGIONAL RECYCLING INTERLOCAL COMMITTEE..... | 2 |
| 6. ORGANIZATION OF THE COMMITTEE | 2 |
| 7. POWERS AND RESPONSIBILITIES OF COMMITTEE..... | 2 |
| 8. REGULAR, SPECIAL AND EMERGENCY MEETINGS | 5 |
| 9. VOTING, QUORUM..... | 5 |
| 10. BUDGET; PAYMENT OF EXPENSES..... | 6 |
| 11. AMENDMENT; WITHDRAWAL | 7 |
| 12. MISCELLANEOUS | 8 |

**Greater Bridgeport Regional Recycling
Interlocal Agreement**

THIS AGREEMENT, dated as of _____, 2018, is by and among the Municipalities signatory to this Agreement (“Municipalities”).

1. PURPOSE. The purpose of this Agreement is to create the Greater Bridgeport Regional Recycling Interlocal Committee (the “Committee”) as the body to deal with all matters affecting the Municipalities in connection with the delivery of municipal recyclables to one or more resources recovery facilities with which the Committee contracts (each, a “Facility”).

2. COMMITTEE MEMBERSHIP. (a) Each of the following Municipalities which has ratified this Agreement pursuant to Section 7-339c of the General Statutes of Connecticut shall be a member of the Committee:

City of Bridgeport
Town of East Haven
Town of Easton
Town of Fairfield
City of Milford
Town of Monroe
Town of Orange
Town of Stratford
Town of Westport
Town of Woodbridge

(b) If an additional municipality is contractually entitled or obligated to deliver municipal recyclables to the Facility through the Committee and ratifies this Agreement pursuant to C.G.S. Section 7-339c, it shall become a member of the Committee with all rights and obligations of a member pursuant to this Agreement; provided that the Committee consents to such municipality becoming a member of the Committee by a majority vote.

3. DURATION OF AGREEMENT. The Agreement shall be in effect from its effective date until June 30, 2036, unless at any time there are not two Municipalities continuing to be members, in which event it shall automatically terminate.

4. EFFECTIVE DATE. The effective date of this Agreement shall be _____, 2018.

5. ESTABLISHMENT OF GREATER BRIDGEPORT REGIONAL RECYCLING INTERLOCAL COMMITTEE. The “Greater Bridgeport Regional Recycling Interlocal Committee” is hereby established, as authorized by Sections 7-339a and 22a-221(c) of the General Statutes of Connecticut. The Committee shall be an operating committee constituting a public instrumentality and political subdivision of the State of Connecticut.

6. ORGANIZATION OF THE COMMITTEE. Within sixty days of the effective date of this Agreement, the representatives to the Committee designated by the member Municipalities shall meet and organize and select from among the designated representatives a Chairman, Vice Chairman, Secretary, Treasurer, and such other officers as the representatives deem appropriate. The initial term of office shall expire at 12:00 a.m. (Midnight) on December 31, 2017. New officers shall be elected annually at the last regularly scheduled meeting of the Committee in any calendar year and each term of office shall commence at 12:01 a.m. on the first day of January each year. In the absence or incapacity of the Chairman, the Vice Chairman shall be vested with all powers of the Chairman.

7. POWERS AND RESPONSIBILITIES OF COMMITTEE. (a) The Committee is authorized to negotiate, execute and deliver one or more contracts for the delivery of municipal recyclables to a Facility, each between the Committee on the one hand and the operator of the Facility on the other hand (a “Disposal Agreement”), as it shall determine in its discretion to be

in the best interests of the Municipalities as a whole. Each Disposal Agreement shall be for a term the Committee shall determine, but shall not extend beyond the term of this Agreement. The Committee is authorized to obligate each Municipality to deliver municipal recyclables to a Facility pursuant to a Disposal Agreement, which obligation may be in the form of a commitment of a Municipality to deliver all municipal recyclables under its control, but the Committee may not obligate any Municipality to deliver a specific minimum tonnage of municipal recyclables without the consent of the Municipality. The Committee is authorized to determine, by resolution or in the Disposal Agreement, the consequences to each Municipality of any default in the performance of any delivery commitment made by the Committee or on behalf of any Municipality. The Committee shall be responsible for representing the interests of the Municipalities in all matters relating to the delivery of municipal recyclables to the Facility, and shall be the authorized representative of each Municipality for purposes of any Disposal Agreement including, without limitation, all matters stated therein to be determined by the Committee. Any such contract may provide for:

(i) Arrangements for the billing and payment of tipping fees (whether payable by a Municipality to the operator of the Facility or by the operator of the facility to the Municipality) directly between the operators of the Facility and a Municipality and the assignment to such Facility operator of the Committee's full rights to enforce a Municipality's obligations under this Agreement as though it were originally named as a party hereto in place of the Committee, naming the Facility operator as its attorney-in-fact to enforce such obligations, and arrangements for cooperating with the operator of a Facility in enforcing such obligations, including without limitation, participating in any action or claim as a necessary party; and/or

(ii) Billing of an aggregate administrative cost (whether or not in the form of a per ton charge) authorized and approved by the Committee, to a Municipality and payable to the Committee, or to the operators of the Facility for further credit to the Committee.

(b) Each Municipality agrees to be bound by and obligated by the decisions and actions of the Committee made or taken pursuant to and within the powers and authority granted to it by this Agreement. Each Municipality agrees that its obligations under, and the Committee's

obligations on behalf of the Municipality under any Disposal Agreement shall be binding on each Municipality for the full term thereof. Pursuant to C.G.S. Section 22a-221(b), for the full term of any Disposal Agreement, each Municipality shall annually appropriate funds to pay its obligations hereunder and thereunder.

(c) The Committee shall analyze all reports, communications and other data received by it and advise member Municipalities and make recommendations as appropriate. The Committee shall inquire and investigate any matter deemed by it to justify such action and shall keep member Municipalities advised of all developments. The Committee shall prepare and distribute to the member Municipalities an annual report of its activities and recommendations and such additional reports as deemed appropriate.

(d) The Committee shall have the following additional powers:

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

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

(iii) to examine alternatives to disposal of municipal recyclables at the Facility, including alternatives to renewal of contractual arrangements with respect to the Facility; and

(iv) to otherwise do all things necessary or desirable in connection with the performance of its duties, the conduct of its operations, and its relationships with the Municipalities and the Facility.

8. REGULAR, SPECIAL AND EMERGENCY MEETINGS. (a) The Committee shall hold regular quarterly meetings, or more frequent regular meetings, at such times and places as determined by the Committee. In the event the Chairman of the Committee determines that it is not necessary to hold a regular meeting, he/she may cancel such meeting by giving written or telephone notice of such cancellation at least 24 hours prior to the time of the meeting.

(b) The Chairman of the Committee may call a special or emergency meeting as he/she determines appropriate, giving, in each instance, as much advance notice as circumstances permit. The Chairman or Secretary of the Committee shall promptly call a special or emergency meeting upon the request of representatives from three or more member Municipalities.

(c) The Committee shall conduct its affairs in compliance with the Freedom of Information Act. All meetings of the Committee shall be conducted in accordance with Robert's Rules of Order, except as otherwise provided herein.

9. VOTING, QUORUM. (a) Each member Municipality shall be entitled to one representative on the Committee. Such representatives shall be the chief elected official of such member Municipality or his or her designated alternate. Representatives to the Committee shall serve without compensation. In voting upon all matters coming before the Committee, the vote of each representative shall be accorded a weight, determined as follows:

(i) The number derived by dividing 100 by the number of Municipalities, plus

(ii) The quotient derived by dividing the tonnage of municipal recyclables delivered by or on behalf of the Municipality from which the representative is appointed for the prior fiscal year (dividend) by the total tonnage of municipal recyclables delivered by or on behalf of all Municipalities for the prior fiscal year (divisor), multiplied by 100; and

(iii) Dividing the sum of (i) and (ii) by two.

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

(v) The weighted vote shall be determined and announced by the Chairman of the Committee as of the first meeting of the Committee after the end of a fiscal year, prior to the conduct of any other business of the Committee.

(b) A quorum for conducting business at any meeting of the Committee shall consist of the presence of representatives collectively holding a majority of the total weighted vote.

(c) Unless otherwise specifically provided herein, all matters shall be decided by a majority vote of the total weighted vote of the representatives present. Should the Committee become involved in any dispute or controversy requiring resolution by a third party, the Committee shall give priority to the use of Alternative Dispute Resolution means in resolving such dispute or controversy.

10. BUDGET; PAYMENT OF EXPENSES. The Committee shall prepare a proposed annual expense budget and shall distribute it to the Municipalities for comments at least 60 days prior to the Committee voting to adopt a budget. When a budget is adopted by the Committee, such budget shall be binding upon the Municipalities. If the means by which revenues to meet such annual expense budget are collected are not provided for under the terms of any Disposal Agreement, the Committee shall also approve a method by which each Municipality shall bear a portion of such budget, which method shall be reasonably designed so that each Municipality bears a ratable portion of such budget based on tonnage of municipal recyclables

delivered by or on behalf of such Municipality for the current or most recently completed fiscal year. If the Committee shall be required to be a necessary party to any action to enforce a Municipality's obligations under any Disposal Agreement, the Committee may assess against and collect from the Municipality against which such enforcement is sought the reasonable costs and expenses (including the reasonable fees and expenses of counsel) of its participation.

11. AMENDMENT; WITHDRAWAL. The Agreement may be amended by vote of the legislative bodies of two-thirds of the member Municipalities, provided that this Agreement shall not be amended in any way which reduces or terminates the obligations of any Municipality or the Committee under any Disposal Agreement without the prior written consent of any counterparty to a Disposal Agreement.

A member Municipality may withdraw from the Committee as of right at the end of the current term (not including any unexercised options to extend such term) of this Agreement, provided such Municipality gives notice to the Committee at least six months prior to the date of withdrawal.

In addition, a member Municipality may request permission from the Committee to withdraw from the Committee at any time, but any such withdrawal shall be subject to approval by a majority of the total weighted vote of the Municipalities, which approval shall only be granted if it shall not be in breach of any Disposal Agreement then in effect. Subject to the terms of this Section 11, the approval of a request to withdraw shall not be unreasonably withheld, but such approval may be conditioned by the Committee in the Committee's discretion as to time, breakage costs, damages or other matters, and on such withdrawal not being in breach of any Disposal Agreement then in effect.

12. MISCELLANEOUS

12.1 Binding Effect of Agreement. This Agreement shall inure to the benefit of and shall be binding upon each of the Municipalities and their respective successors and assigns.

12.2 Entire Agreement. The provisions of this Agreement shall constitute the entire agreement among the Municipalities with reference to their obligations to each other relating to the Facility.

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

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

12.5 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, to each representative as follows:

To the City of Bridgeport, Connecticut:

The City of Bridgeport
City Hall
Room 204
45 Lyon Terrace
Bridgeport, Connecticut 06004
Attention: Mayor

To the Town of East Haven, Connecticut:

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

To the Town of Easton, Connecticut:

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

To the Town of Fairfield, Connecticut:

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

To the City of Milford, Connecticut:

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

To the Town of Monroe, Connecticut:

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

To the Town of Orange, Connecticut:

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

To the Town of Stratford, Connecticut:

The Town of Stratford

Stratford Town Hall
2725 Main Street
Stratford, Connecticut 06615
Attention: Town Manager/First Selectman

To the Town of Westport, Connecticut:

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

To the Town of Woodbridge, Connecticut:

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

Notices to the Committee shall be given to the notice of the Municipality whose representative is serving as Chairman at the time of giving of the notice.

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

This Agreement has been approved by the vote of the legislative body of each of the following towns and cities:

Date of Approval
By Legislative Body:

Town or City

CITY OF BRIDGEPORT

By: _____
Its: _____

TOWN OF EAST HAVEN

By: _____
Its: _____

TOWN OF EASTON

By: _____
Its: _____

TOWN OF FAIRFIELD

By: _____
Its: _____

CITY OF MILFORD

By: _____
Its: _____

TOWN OF MONROE

By: _____
Its: _____

TOWN OF ORANGE

By: _____
Its: _____

TOWN OF STRATFORD

By: _____

Its:

TOWN OF WESTPORT

By: _____

Its:

TOWN OF WOODBRIDGE

By: _____

Its:

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