

TOWN OF WALLINGFORD
45 South Main St.
Wallingford, CT 06492

6/23/92
Appendix II

Philip J. Hamel, Jr.
Resource Recovery Project Coordinator
(203) 294-2061

June 3, 1992

Mayor William W. Dickinson, Jr.
45 South Main St.
Wallingford, CT 06492

Dear Mayor Dickinson,

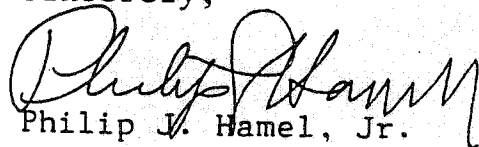
Enclosed are a contract between the Town of Wallingford and CRRA for the period of July 1, 1992 to June 30, 1995, and a resolution for the Town Council authorizing you to sign the contract. The contract is for the grant under which I am employed. Also enclosed is a copy of the FY '93 budget which has been approved by the Policy Board.

The contract length was increased from one to three years in order to save administrative expense on the part of the Town and the project. The contract can be terminated by either party on thirty day written notice if there is a problem.

As you know, under the grant I perform various duties including working as liaison between the municipalities served by the Wallingford resource recovery project and CRRA; dealing with hauler and resident problems; working with residents and businesses to help them recycle and control their waste generation; providing information for various municipal officials; providing staff for the policy board; giving plant tours; and assisting municipalities with problems and contract compliance. A general description of services performed under the contract is provided in Exhibit A, Scope of Services, which is attached to the contract.

I would appreciate it if you would ask the Town Council to consider the enclosed resolution at its next meeting.

Sincerely,


Philip J. Hamel, Jr.

CONTRACT FOR SERVICES

This Contract for Services is made and entered into and shall be effective as of the 1st day of July, 1992 by and between the CONNECTICUT RESOURCES RECOVERY AUTHORITY (hereinafter "CRRA"), a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut, and the TOWN OF WALLINGFORD, CONNECTICUT (hereinafter the "Town").

W I T N E S S E T H :

WHEREAS, CRRA has entered into contracts with the municipalities of Wallingford, Cheshire, Hamden, Meriden and North Haven, Connecticut (the "Municipalities") to provide a resources recovery system (the "Wallingford Project") to accept, process and dispose of certain solid waste; and

WHEREAS, a Policy Board, which includes representatives from each of the Municipalities, has been established pursuant to Section 9.15 of the Amended and Restated Municipal Solid Waste Delivery and Disposal Contracts dated February 1, 1990 between CRRA and the Municipalities (the "Policy Board"); and

WHEREAS, the Policy Board and CRRA desire that certain services be performed in connection with the Wallingford Project;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations made herein, the parties hereto agree as follows:

1. SCOPE AND PERFORMANCE OF SERVICES

- 1.1 The Town agrees to perform the services described in Exhibit A, which is part of this Contract, diligently and in accordance with the schedule, if any, set forth therein.
- 1.2 The Town agrees that, in the performance of services under this Contract, it shall comply with the provisions of the Anti-Discrimination Rider which is attached as Exhibit B and is part of this Contract.
- 1.3 The Town shall submit for the approval of CRRA an annual budget for each fiscal year which has been approved by the Policy Board and which reflects anticipated total cost and rates and expenses in connection with this Contract. CRRA shall not unreasonably withhold its approval of said budget.
- 1.4 CRRA shall not be obligated to make any payments pursuant to this Contract which are not in conformity with the approved budget or any amendments thereto.

1.5 The Town shall maintain records which shall clearly identify services performed and expenses incurred in connection with the performance of this Contract and shall make these records available for inspection by representatives of CRRA upon request.

2. PAYMENT FOR SERVICES

2.1 CRRA shall advance to the Town Seven Thousand, Five Hundred Dollars (\$7,500.00) as an interest-free loan to provide the necessary working funds for the Town to meet its expenses in carrying out its responsibilities under this Contract. Said loan will be promptly repaid by the Town to CRRA upon termination of this Contract, either by reduced billing or by refund or a combination of the two.

2.2 CRRA shall pay the Town its reasonable costs and expenses for provision of services under this Contract in an amount not to exceed the amount of such costs and expenses in the approved budget for any fiscal year.

2.3 Payment shall be made periodically upon the presentation by the Town of a request for payment accompanied by an authentication satisfactory to CRRA that the indicated services have in fact been performed and that expenses have been incurred. The Town will provide CRRA with such further appropriate information as may be reasonably requested.

3. EFFECTIVE DATE AND TERM OF CONTRACT

3.1 This Contract for Services shall be effective as of the date first set forth above.

3.2 The term of this Contract shall not extend beyond June 30, 1995.

3.3 This Contract may be terminated by either party upon thirty days notice in writing.

4. MISCELLANEOUS

4.1 As this Contract cannot, of necessity, cover all contingencies which may arise in the course of its performance, the Town and CRRA agree that in the implementation of this Contract they will each use their best efforts, act reasonably and in utmost good faith, and cooperate with each other so that the needs of the Wallingford Project can, to the greatest extent possible, be met, and be met expeditiously and economically.

4.2 No provision of this Contract may be changed or waived except by a writing signed by the party which is adversely affected by such change or waiver.

4.3 This Contract sets forth the entire understanding of the Town and CRRA with respect to its subject matter and supercedes all prior negotiations and understandings of the parties with respect thereto.

4.4 The laws of Connecticut govern this Contract.

4.5 Neither party may assign any right, duty or interest in this Contract to anyone else without the written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates indicated below, to be effective as of the 1st day of July, 1992.

CONNECTICUT RESOURCES RECOVERY
AUTHORITY

Date

By _____
William R. Darcy
Its President

TOWN OF WALLINGFORD

Date

By _____
William W. Dickinson, Jr.
Its Mayor

EXHIBIT A

SCOPE OF SERVICES

The Resource Recovery Project Coordinator and clerical staff of the Town of Wallingford will perform the following tasks during the term of this Contract:

1. Act as liaison between CRRA and all Town departments, boards, commissions and agencies.
2. Act as liaison between CRRA and the Municipalities, residents of the Municipalities and system users.
3. Assist the Municipalities in taking any actions necessary (possibly including the preparation of ordinances) to assure that the Municipalities will be able to deliver Acceptable Solid Waste (as defined in the Amended and Restated Waste Disposal Services Contract between CRRA and Wallingford Resource Recovery Associates, L.P. dated February 1, 1990) to the Wallingford Project.
4. Provide staff for the Policy Board established under the Amended and Restated Municipal Solid Waste Delivery and Disposal Contracts dated February 1, 1990 between CRRA and the Municipalities.
5. Assist CRRA and the Municipalities as needed (and as time permits consistent with the above tasks) with other tasks, including waste reduction and recycling activities, required for successful operation of the Wallingford Project.

BUDGET
 TOWN OF WALLINGFORD
 CRRA SERVICE CONTRACT
 FISCAL YEAR 1992-93

LINE ITEM	FY93 BUDGET
SALARY 15 hrs x 52 wks x \$23.50	\$ 18,330
CLERICAL	1,000
FRINGE	
FICA	1,479
Worker's Comp @ 1.6%	310
TRANSPORTATION, MEALS, CONFERENCE, LODGING, ETC.	350
PHONE	900
SUPPLIES	451
COPYING, POSTAGE & MISC.	400
TOWN ACCOUNTING SERVICE	2,580
TOTAL	<hr/> \$ 25,800

EXHIBIT B

ANTI-DISCRIMINATION RIDER

Town agrees to the following: (1) Town agrees and warrants that in the performance of the services set forth in Exhibit A of this Contract Town 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, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Town 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. Town 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, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Town that such disability prevents performance of the services involved; (2) Town agrees, in all solicitations or advertisements for employees placed by or on behalf of Town, 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"); (3) Town agrees to provide each labor union or representative of workers with which Town has a collective bargaining agreement or other contract or understanding and each vendor with which Town has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative or vendor of Town's commitments under Section 4a-60 of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Town agrees to comply with each applicable provision of Sections 4a-60, 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; and (5) Town 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 Town as related to the applicable provisions of Sections 4a-60 and 46a-56 of the Connecticut General Statutes.

RESOLUTION AUTHORIZING MAYOR TO SIGN CONTRACT
AND LOAN AGREEMENT WITH
CONNECTICUT RESOURCES RECOVERY AUTHORITY

RESOLVED:

1. That the Mayor of the Town of Wallingford is hereby authorized and directed to execute the Contract for Services between the Connecticut Resources Recovery Authority and the Town of Wallingford dated July 1, 1992 which outlines the conditions under which the Connecticut Resources Recovery Authority will provide funding to the Town of Wallingford until June 30, 1995.
2. That the Comptroller of the Town of Wallingford is hereby authorized and directed to establish a separate checking account for purposes of such grant.