

REVISED BY DOUG LOMONTE FEBRUARY 25, 2021 8:10 A.M.

MUNICIPAL
REGIONAL SOLID WASTE AND RECYCLING
SYSTEM AGREEMENT

BETWEEN

HOUSATONIC RESOURCES RECOVERY AUTHORITY

AND

THE TOWN OF WILTON,
A MUNICIPALITY
OF THE STATE OF CONNECTICUT

FOR THE PROVISION OF MUNICIPAL
SOLID WASTE DISPOSAL AND RECYCLING SERVICES

DATED AS OF _____, 2021

**MUNICIPAL REGIONAL SOLID WASTE AND RECYCLING AGREEMENT
BETWEEN HOUSATONIC RESOURCES RECOVERY AUTHORITY AND THE TOWN
OF WILTON, A MUNICIPALITY OF THE STATE OF CONNECTICUT FOR THE
PROVISION OF MUNICIPAL SOLID WASTE DISPOSAL AND RECYCLING
SERVICES**

PREAMBLE

This Agreement, made and dated as of the _____ day of _____, 2021, by and between the **HOUSATONIC RESOURCES RECOVERY AUTHORITY**, a regional resources recovery authority created pursuant to the provisions of Chapter 103b of the Connecticut General Statutes with offices located at Old Town Hall, 162 Whisconier Road, Brookfield, Connecticut (hereinafter referred to as "HRRA" or the "Authority"), and the **TOWN OF WILTON** in the State of Connecticut, a municipality and political subdivision of the State of Connecticut (hereinafter referred to as the "Municipality"), acting by and through its municipal authority having legal jurisdiction over solid waste management within the corporate limits of the municipality.

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Section 22a-220(a) of the Connecticut General Statutes (the "General Statutes"), the Municipality is required to make provisions for the safe and sanitary disposal of all solid wastes which are generated within its boundaries; and

WHEREAS, pursuant to the provisions of Section 22a-220(f) of the General Statutes, the Municipality is also required to make provisions for the separation, collection, processing and marketing of items generated within its boundaries as solid waste and designated for recycling by the Commissioner of the Connecticut Department of Energy and Environmental Protection ("DEEP") pursuant to Section 22a-241(b) of the General Statutes; and

WHEREAS, pursuant to the provisions of Section 22a-220(g) of the General Statutes, the Municipality is authorized to contract with a regional entity to assist the Municipality to comply with the Municipality's statutory waste disposal obligations; and

WHEREAS, the Authority is a regional entity formed pursuant to Chapter 103b of the General Statutes with the authority to implement a regional solid waste management plan; and

WHEREAS, the Authority and the Municipality desire to enter into an agreement pursuant to which the Authority will assist the Municipality to comply with the Municipality's statutory waste disposal obligations, including without limitation its obligations with respect to recycling;

NOW THEREFORE, in consideration of the premises and the mutual agreements and undertakings set forth herein, the parties agree as follows:

REPRESENTATIONS OF THE PARTIES

A. **Representations of the Municipality.** The Municipality represents that:

1. It has an affirmative obligation under Connecticut law (Section 22a-220 (a) of the General Statutes) to make provision for the safe and sanitary disposal of all solid wastes (other than hazardous wastes) generated within its boundaries.

2. It also has an affirmative obligation under Connecticut law (Section 22a-220(f) of the General Statutes) to make provision for the separation, collection, processing and marketing of items generated within its boundaries as solid waste and designated for recycling by the Commissioner of DEEP pursuant to Section 22a-241(b) of the General Statutes.

3. It is authorized by Connecticut law (Section 22a-220a(a) of the General Statutes) to provide for and regulate the collection and disposal of garbage, trash, rubbish, waste material and ashes by contract or otherwise.

4. The Municipalities of Bethel, Bridgewater, Brookfield, Danbury, Kent, New Fairfield, New Milford, Newtown, Redding, Ridgefield, Sherman and Weston collectively constitute a solid waste planning region (the "HRRA Region") for the purposes of the State Solid Waste Management Plan (hereinafter, together with the Connecticut Materials Management Strategy adopted by the Commission of DEEP in July 2016 in accordance with the provisions of Public Act 14-94, collectively called the "Plan").

5. Pursuant to its obligations under Connecticut law (Chapter 446d of the General Statutes), it has determined that the HRRA System (hereinafter defined) effectuates and constitutes an integral part of a regional solid waste management plan in conformity with the Plan and the provisions of Chapter 446d.

6. It is authorized by Connecticut law (Section 22a-221 of the General Statutes) to enter into a long-term contract with HRRA for adequate waste disposal and recycling processing, and pursuant to such law, it is authorized to enter into and perform this Agreement.

7. The Municipality has been advised by HRRA that the Participating Municipalities (as hereinafter defined) have executed a Municipal Regional Solid Waste Disposal and Recycling Agreement (as herein defined) with HRRA and have agreed that it is in the best interest of each of such Municipalities and HRRA to dispose of Acceptable Waste and to provide for the separation, collection, processing and marketing of recyclables through the HRRA System.

8. The Municipality has been advised by HRRA that the member representatives of HRRA have reviewed the provisions of this Agreement and have voted to recommend its approval and its execution.

9. The Municipality has received and reviewed such matters and such information as it considers necessary or appropriate for such execution and has taken such action as is required

or necessary, acting pursuant to its charter and/or General Statutes or Special Act to cause this Agreement to be binding on it and enforceable as to its terms.

B. Representations of the Authority. The Authority represents that:

1. The Authority is a regional resources recovery authority established pursuant to the provisions of Chapter 103b of the General Statutes with the authority to implement a regional solid waste management plan, consistent with the Plan, and in connection therewith to: (a) make plans, surveys, investigations and studies necessary and desirable in a furtherance of a regional solid waste management plan; (b) make provisions for the management of a regional solid waste management plan; (c) contract with the Participating Municipalities and with third party vendors to provide for the disposition of municipal solid waste and the collection, processing and marketing of items designated for recycling; and (d) do all things necessary for the conduct of a comprehensive program for solid waste disposal, resources recovery and for solid waste management services in accordance with law.

2. By entering into this Municipal Regional Solid Waste and Recycling System Agreement, HRRA is assisting the Municipality to comply with the Municipality's statutory waste disposal and recycling obligations as contemplated in Section 22a-220(g) of the General statutes.

ARTICLE I

Section 1.01. General Definitions and Construction.

As used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- a) The terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular and the feminine as well as the masculine.
- b) All other terms used herein which are defined in the Oak Ridge Agreement either directly or by reference therein, have the meanings assigned to them therein.
- c) The words "herein", "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

Section 1.02. Definitions

a) "Municipal Regional Solid Waste and Recycling System Agreement" means this Agreement and any agreement substantially similar in form and substance entered into by and between HRRA and any of the member municipalities of HRRA.

b) “Participating Municipalities” means the municipalities that have entered into a Municipal Regional Solid Waste and Recycling System Agreement with HRRRA.

c) “Oak Ridge” means Oak Ridge Transfer Stations, LLC (f/k/a Winters Bros. Transfer Stations of CT, LLC). Oak Ridge is referred to as WB in the Oak Ridge Agreement.

d) “Oak Ridge Agreement” means the Regional Solid Waste and Recycling System Agreement between HRRRA and Oak Ridge dated as of January 11, 2018.

e) “HRRRA Program” means the services performed by HRRRA to develop, operate and manage an efficient and economical regional solid waste management and resources recovery program for the acceptance, transportation and disposal of municipal solid waste and collection, processing and sale of items designated for recycling, including but not limited to the services to be performed by HRRRA pursuant to this Municipal Regional Solid Waste and Recycling System Agreement and the Oak Ridge Agreement and such other solid waste services as may be necessary or convenient to support a comprehensive solid waste management program pursuant to the provisions of Chapters 103b and 446d of the General Statutes.

f) “HRRRA System” means the solid waste and recycling services to be provided by HRRRA to be provided pursuant to the Oak Ridge Agreement, which Oak Ridge Agreement provides, among other things, that Oak Ridge will, at its sole cost and expense:

- 1) accept all Municipal Solid Waste (also referred to herein as “MSW”) generated within the HRRRA Region and delivered to the Newtown Transfer Station, the Ridgefield Transfer Station or the Danbury Transfer Station by Collectors;
- 2) operate the Transfer Stations, the Danbury Recycling Facility and the MRF in a manner that complies with all applicable federal, state and local statutes, regulations and governmental orders and transport to the Danbury Transfer Station all MSW delivered to the Newtown Transfer Station and the Ridgefield Transfer Station;
- 3) enter into agreements with resources recovery facilities or out-of-state solid waste landfills, all of which must be fully permitted, licensed and operated in accordance with all applicable federal, state and local statutes, regulations and governmental orders, which agreements must provide Oak Ridge with sufficient MSW disposal capacity to dispose of all HRRRA MSW delivered to the Transfer Stations by the Collectors;
- 4) in entering into agreements with resources recovery facilities and out-of-state landfills, conform to the DEEP solid waste management “hierarchy” set forth in the Plan and therefore dispose of the HRRRA MSW at a resources recovery facility if such is available to Oak Ridge at the time of disposal and dispose of HRRRA MSW at a landfill only if a resources recovery facility is not so available;
- 5) transport all HRRRA MSW from the Danbury Transfer Station to an appropriate resources recovery facility or out-of-state landfill;
- 6) accept all HRRRA Recyclable Materials delivered to the Danbury Recycling Facility or the MRF and process and market for sale the Products of the HRRRA Recyclable Materials;

- 7) transport to the MRF from the Danbury Recycling Facility such of the HRRR Recyclable Materials as were delivered by Collectors to the Danbury Recycling Facility and are not marketed and sold by Oak Ridge directly from the Danbury Recycling Facility; and
- 8) dispose of the Residue in accordance with all applicable federal, state and local statutes, regulations and governmental orders.

ARTICLE II

Section 2.01. System to be Provided. HRRR will cause the HRRR System to be operated in accordance with the Oak Ridge Agreement.

Section 2.02. HRRR to Provide Registration Services. HRRR hereby undertakes to accept on behalf of the Municipality the registrations of Collectors operating within the jurisdictional boundaries of the Municipality, to collect such information from the Collectors, both as required by Section 22a-220a(d) of the General Statutes, and to make such reports to DEEP, as required by law, with copies to the Municipality.

Section 2.02. HRRR to Provide Data. HRRR shall provide, or cause to be provided, to the Municipality sufficient data from the HRRR System, to the extent such data is available from Oak Ridge, the various Collectors and other Participating Municipalities, from which the Municipality can satisfy its statutory reporting requirements in a timely manner, and HRRR hereby undertakes to make such statutory reports on behalf of the Municipality.

ARTICLE III

Section 3.01. The Responsibilities of the Municipality to Arrange for Collection of Acceptable Solid Waste.

a) **Collection Requirements.** The Municipality shall be responsible for the collection and delivery to the HRRR System of the Acceptable Solid Waste collected within its boundaries and may license or contract with one or more Collectors to satisfy such responsibility. The Municipality, by contract, ordinance or other legally enforceable instrument, shall require any Collector or other agent or employee responsible for such collection and/or delivery of Acceptable Waste, among other things, to (a) conform with all provisions of law, (b) use only equipment compatible with the efficient operation of the Transfer Stations, the Danbury Recycling Facility and the MRF, as applicable, which equipment shall be subject to the reasonable approval of the operator of the Transfer Station, (c) be responsible for all costs relating to the delivery by it to the HRRR System of materials other than Acceptable Solid Waste, and (d) provide to the Municipality and to HRRR or Oak Ridge a suitable performance bond, letter of credit or cash security to insure the performance of its obligations hereunder.

b) **Registration of Collectors.** The Municipality acknowledges its statutory obligation as set forth in Section 22a-220a(d) of the General Statutes to register Collectors operating within its jurisdictional boundaries and hereby designates HRRR as its agent to accept such registrations and authorizes HRRR to (i) collect on behalf of the Municipality any and all

registration fees the Municipality may set and charge to Collectors from time to time, (ii) to the extent permitted by law, suspend the registration of any Collector in default of its obligation to pay MSW Tip Fees or Recyclables Tip Fees in accordance with the provisions of the Oak Ridge Agreement, and (iii) collect all information from the Collectors required by law and as also may be determined to be helpful by HRRRA from time to time in connection with HRRRA's performance of the HRRRA program.

c) Requirements Regarding Waste.

1) The Municipality shall cause (A) all MSW and Recyclable Materials generated in any municipal buildings or other municipal facilities, including without limitation, schools, parks and other public gathering places, to be delivered to the HRRRA System, and (B) all solid waste at any time delivered directly or indirectly to the HRRRA System by it or on its behalf by Collectors to comply with the requirements of this Agreement and the Oak Ridge Agreement.

The Municipality shall deliver or cause to be delivered only Acceptable Solid Waste to the System, and to do so in a clean, orderly and safe manner. If the Municipality fails to cause such deliveries of solid waste to be undertaken in such a manner, the Municipality agrees promptly, at its sole cost, to remedy such failure if it delivered the solid waste to the System directly, or to cause its designated Collector to remedy such failure by such Collector. The Municipality agrees to adhere and to cause all Collectors operating on its behalf to adhere to reasonable safety rules and regulations as made known to the Municipality by HRRRA or Oak Ridge at all times when vehicles and/or personnel of the Municipality or of Collectors are on the premises of the Transfer Stations, the Danbury Recycling Facility and/or the MRF.

2) HRRRA and the Participating Municipalities shall have the right upon reasonable notice to the Collectors to designate certain highway routes within the vicinity of the Transfer Stations and the White Street Facilities to be used by the Collectors to deliver Acceptable Solid Waste to the Transfer Stations and the White Street Facilities. The Municipality agrees to cause its Collectors to utilize only those designated routes which shall constitute reasonably direct access to the Transfer Station and the White Street Facilities and shall avoid and shall cause its Collectors to avoid residential streets to the maximum extent possible.

3) The Municipality agrees to deliver and to cause its Collectors to deliver Acceptable Solid Waste only during the Transfer Stations' scheduled delivery days and hours unless modified in writing by HRRRA. There shall be no deliveries accepted at other hours unless agreed upon in advance by the parties hereto; provided, however, HRRRA shall use reasonable efforts to cause Oak Ridge to accept deliveries at other hours in the event that extreme weather conditions have prevented the Municipality from making routine deliveries as contemplated herein.

4) The Municipality shall cause all vehicles used for deliveries of Acceptable Solid Waste to the Transfer Stations, the Danbury Recycling Facility and the MRF to be in safe and clean condition, and in good repair. The Municipality shall cause the use of only vehicles with the capability of mechanically dumping directly into the tipping floors of the Transfer

Stations, the Danbury Recycling Facility or the MRF, and which have a capacity of three (3) tons or more. Such vehicles shall bear identification as may be reasonably acceptable to HRRRA and Oak Ridge.

Section 3.02. Other Municipal Statutory Obligations. The Municipality acknowledges its understanding that it may have statutory obligations with respect to solid waste disposal beyond those contemplated under this Agreement, and that such obligations are not the responsibility of HRRRA hereunder.

ARTICLE IV

Section 4.01. Pricing and Payment System.

1. Generally.

- a. The costs and expenses of operating the HRRRA System will be the sole responsibility of Oak Ridge, and Oak Ridge's sole compensation for such operation will be from the collection of the MSW Tip Fee, the Recyclables Tip Fee and the Other Acceptable Solid Waste Tip Fee charged to Collectors at the time of delivery of HRRRA MSW, HRRRA Recyclable Materials and HRRRA other Acceptable Solid Waste.
- b. As its sole consideration for its services and expenditures hereunder HRRRA will accept:
 - i. Certain HRRRA Program Fees payable to it by Oak Ridge as set forth in the Oak Ridge Agreement, and
 - ii. Such of the Collectors' registration fees collected by HRRRA, as set forth in Section 3.01(b) of this Agreement, as may be authorized by the Municipality from time to time to be retained by HRRRA, if any.

2. Recording Tonnage.

a. The Transfer Stations, the Danbury Recycling Facility, the MRF and the White Street Facilities shall utilize and maintain motor truck scales to weigh all vehicles delivering Acceptable Solid Waste to them. Each vehicle shall be weighed inbound and outbound, indicating gross weight, tare weight, time and truck identification on a weight record. Oak Ridge shall at its own cost and expense, provide and install a fully integrated scale house computer system for monitoring and recording the information required to be provided pursuant to this Agreement with respect to HRRRA MSW, HRRRA Recyclable Materials and HRRRA Other Acceptable Waste received, accepted, rejected or diverted by Oak Ridge at the Transfer Stations, the White Street Facilities and the MRF (the "Computer System"). The Computer System shall consist of a central processing unit at Oak Ridge's White Street Facilities, a local terminal at each of the Transfer Stations, the White Street Facilities and the MRF capable of recording the information required by this Agreement, and a terminal at the HRRRA offices with the capability of accessing and reading out any information or data in the Computer System and entering into the Computer System data concerning the permit and registration status of Collectors, both on a real time basis. Oak Ridge shall design and select the Computer System, after consultation with HRRRA. The Computer System shall be operational, after appropriate testing, with respect to the

central processing unit, the HRRR terminal and the terminals in the Transfer Stations, the White Street Facilities and the MRF, no later than the Effective Date. Such records shall be used by Oak Ridge as a basis for calculating monthly and yearly deliveries made by the HRRR and each Participating Municipality.

b. The HRRR System shall maintain records of the tonnage delivered on behalf of each Participating Municipality and accepted at the Transfer Station, the Danbury Recycling Facility, the MRF and the White Street Facilities each day and copies of all of the weight tickets will be retained for a period of not less than two (2) years. The Municipality shall have the reasonable right to review such weight tickets during the HRRR System's normal business hours upon advance notice to Oak Ridge and HRRR of the Municipality's desire to conduct such a review, and in such a manner as to not interfere with the HRRR System's orderly operation. In addition, copies of such weight tickets shall be attached to Oak Ridge monthly reporting to HRRR and the Municipality.

c. The Municipality or its authorized representative shall also have the right, at its sole expense, to test the accuracy of the truck scales at the Transfer Station, provided that such tests are made at reasonable times and upon prior written notice, and do not in any way interfere with the orderly operation of the Transfer Station. HRRR commits to cause Oak Ridge to adjust the accuracy of the truck scales at Oak Ridge's sole expense within fifteen (15) days of the date upon which such truck scales may be determined to be materially inaccurate.

Section 4.02. Limitation on Responsibility of the Authority.

HRRR shall not be liable to the Municipality for any failure of Oak Ridge to perform pursuant to the provisions of the Oak Ridge Agreement, or of any other third party vendor selected by HRRR to provide services contemplated hereunder, provided however, that the Municipality shall be able to assert claims for damages and/or specific performance resulting from any such non-performance directly against Oak Ridge or such other third party vendors.

ARTICLE V

Section 5.01. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, which the parties are unable to resolve themselves shall be finally settled by arbitration ("Arbitration") in accordance with this Section 5.01 and (except to the extent inconsistent with the express provisions of this Section) the Arbitration Rules of the American Arbitration Association ("AAA"), by a three-person arbitration panel.

1. In the event the dispute is solely between HRRR and the Municipality, the party seeking arbitration shall give notice thereof and of the issues it wishes arbitrated, and shall designate an arbitrator in such notice. The other party shall designate its arbitrator, and any additional issues it wishes arbitrated in the same proceeding, within thirty (30) days after receipt of such notice. The two arbitrators so selected shall agree upon a third arbitrator within fifteen (15) days thereafter. If a second arbitrator has not been designated within the thirty (30) day period provided therefore, the first arbitrator may unilaterally designate a second arbitrator and such two arbitrators shall constitute the arbitration panel. If the arbitrators selected by each of

the parties cannot agree upon a third arbitrator, they shall request the Regional Director of the AAA to designate the third arbitrator.

2. In the event the dispute involves not only HRRRA and the Municipality, but also any of Oak Ridge or other Participating Municipalities with respect to either or both the Oak Ridge Agreement and the Municipal Regional Solid Waste and Recycling System Agreements executed by other Participating Municipalities, HRRRA and the Municipality consent to the participation of all such parties, as parties to the Arbitration, in a single Arbitration, in which case, the three member panel of arbitrators (all of which shall be neutral) shall be selected by AAA. The party or parties seeking such arbitration shall notify the other party or parties thereof and the issues it or they wish arbitrated, and shall notify AAA of the Arbitration and request that the Regional Director of AAA select a panel of three neutral arbitrators as follows. AAA shall distribute to the parties a suitable list of potential neutral panel members, and the parties shall, within thirty (30) days notify AAA of any persons on the list who are not acceptable because of valid claims of lack of neutrality. AAA shall select the three panel members from those persons not rejected for cause.

The arbitration panel may, with the consent of the parties, agree on such modifications to or exceptions from the Arbitration Rules of the AAA as the panel may deem appropriate. The award of the arbitrators shall be in writing and shall include written findings of fact to the extent the arbitration required the resolution of factual disputes

The agreement to arbitrate disputes as provided in this Agreement shall be specifically enforceable in any court having jurisdiction.

No individual who is, or has at any time been, an officer, employee or consultant of either party shall be an arbitrator without the express written consent of both parties.

All arbitration proceedings, other than those in which Oak Ridge is a party, shall be held in Danbury, Connecticut or such other locations as all of the parties to the arbitration proceeding in question shall agree; all arbitration proceedings in which Oak Ridge is a party shall be held in Hartford, Connecticut or such other locations as all of the parties to the arbitration proceeding in question shall agree.

The arbitrators shall determine a fair and equitable allocation of the reasonable fees and expenses of each party incurred in connection with any Arbitration hereunder, and such allocation shall be binding upon the parties. Each party submits to the jurisdiction of the arbitrators appointed in accordance herewith. The determination of the arbitrator shall be final and binding upon the parties and may be entered in any court having jurisdiction.

Each party agrees to specifically call to the attention of the arbitrators the provisions of Section 4.02 as each party intends for Section 4.02 to limit its liability in an arbitration proceeding.

ARTICLE VI MISCELLANEOUS

Section 6.01. Binding Effect of Agreement. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and assigns.

Section 6.02. Entire Agreement. The provisions of this Agreement shall constitute the entire agreement between the parties with reference to their obligations to each other relating to the Program.

Section 6.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.04. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid if to HRRRA, to Old Town Hall, 162 Whisconier Road, Brookfield, Connecticut 06804, Attention: Executive Director, and if to the Municipality, to Town of Wilton, 238 Danbury Road, Wilton, CT 06897, Attention: First Selectwoman, or to such other address as the party to whom the notice is directed shall have notified the other party in advance in writing.

Section 6.05. Law Governing Construction of Agreement. The law of the State of Connecticut applicable to contracts made and to be performed in such State shall govern the construction of this Agreement.

Section 6.06. Term. This Agreement shall be effective upon full execution by the parties. The Agreement shall continue in effect until the earlier of (a) the termination of the Oak Ridge Agreement, or (b) the end of business on June 30, 2029.

Section 6.07. Insurance. HRRRA and the Municipality shall require all parties with whom either enters into a contract or who otherwise perform services contemplated or required under this Agreement on behalf of either of them, to provide adequate insurance covering the contracting party's total operation as it relates to either HRRRA or the Municipality, as applicable, which coverage shall include HRRRA and each of the Participating Municipalities as additional insureds. Such coverage shall include but not be limited to general liability, automotive liability, excess liability, worker's compensation and employer's liability in amounts reasonably deemed adequate by HRRRA for parties with whom it contracts or who otherwise perform services for it and by the Municipality for parties with whom it contracts or who otherwise perform services for it.

Section 6.08. Prohibition on Termination. HRRRA shall not permit the Municipality to terminate this Agreement, and no Participating Municipality shall be permitted to terminate its Municipal Regional Solid Waste and Recycling System Agreement with HRRRA so long as HRRRA has any obligation under the Oak Ridge Agreement.

Section 6.09. Amendment. This Agreement may not be amended or modified except in writing, signed by both parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement by causing its name to be subscribed by its chief executive officer and in the case of the Municipality its official seal to be impressed upon and attested to by its Town Clerk or City Clerk, all being done as of the day and year first above written.

ATTEST: (SEAL)

TOWN OF WILTON

TOWN CLERK

By:

Name: Lynne Vanderslice
Title: First Selectwoman

**HOUSATONIC RESOURCES RECOVERY
AUTHORITY**

By:

Name: Matthew Knickerbocker
Title: Chairman