

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
CAPITOL REGION COUNCIL OF GOVERNMENTS (CRCOG) AND  
CENTRAL CONNECTICUT SOLID WASTE AUTHORITY (CCSWA)**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") dated this 8<sup>th</sup> day of September, 2023, is between the Capitol Region Council of Governments ("CRCOG") a Connecticut regional conference of governments organized under Sections 4-124g through 4-124p of the General Statutes with an office at 241 Main Street, Hartford, Connecticut 06106, and the Central Connecticut Solid Waste Authority ("CCSWA") a Connecticut non-stock corporation with an office at 241 Main Street, Hartford, Connecticut 06106.

WHEREAS, on July 21, 2010, CRCOG and CCSWA entered into an agreement for CRCOG to provide administrative, legal and technical assistance to CCSWA (Original MOU);

WHEREAS, CCSWA was on hiatus for a period of time and did not conduct business;

WHEREAS, CCSWA reconvened in 2023, electing an Executive Committee and Officers, and established a regular meeting schedule to engage in next steps and to conduct business on behalf of CCSWA;

WHEREAS, CRCOG and CCSWA mutually desire to enter into this 2023 CRCOG/CCSWA MOU to amend and to replace the terms and conditions of the Original MOU as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual promises contained herein, CRCOG and CCSWA agree as follows:

**Scope of Work**

CCSWA requests and CRCOG agrees to provide administrative, legal, and technical assistance services to CCSWA in support of day-to-day operations of CCSWA (Services).

**Term**

The Initial Term of this MOU shall begin on September 1, 2023 and end on June 30, 2025. By mutual agreement of the parties, this MOU may be amended in writing to extend the term for an additional period to be defined in the amendment and to make other desired revisions.

**Compensation**

CRCOG shall provide the following Services at an hourly rate (detailed below), not to exceed \$65,000 during the Initial Term, unless otherwise mutually agreed upon in writing by the parties hereto:

- Administrative Services: \$125
- Legal Services: per hourly rate billed to CRCOG (currently ranges from \$235 - \$315)
- Technical Services: \$125/hr. for CRCOG staff; consultant services shall be billed at the rate charged to CRCOG

Except for annual cost-of-living allowance (COLA) adjustments, no increase in hourly rates or expenses shall be authorized without the mutual written consent of the parties hereto. CCSWA Executive Committee or Full Committee will verbally approve CRCOG's COLA for the upcoming fiscal year at a meeting to be determined by the CCSWA Chair.

### **Billing and Payment**

CCSWA requests and CRCOG agrees to provide quarterly billing statements to CCSWA and CCSWA agrees to pay CRCOG for Services rendered, including any and all expenses authorized by the parties hereto. Billing shall be based on actual number of hours worked to provide Services to CCSWA. CCSWA agrees to provide payment to CRCOG within thirty (30) calendar days of receipt of billing statements.

### **Staff**

CRCOG agrees to assign staff of professional competence, level, and skill to complete such Services for CCSWA, with support from Independent Contractors as mutually agreed upon. CRCOG staff shall communicate regularly with the CCSWA elected Chair and Executive Committee, as mutually agreed upon by the parties hereto. CRCOG shall maintain supervision of and responsibility for all related employment liabilities for assigned CRCOG Staff.

### **Termination**

This agreement may be terminated any time by either party upon providing written notice of cancellation sixty (60) calendar days prior to the date of cancellation to the non-cancelling party.

### **Right to Cure**

Either Party to this 2023 CRCOG/CCSWA MOU has a thirty (30) day right to cure any material defaults in Services hereunder.

### **Miscellaneous**

(a) Assignment: This Agreement or any part hereof or interest herein shall not be assigned or otherwise transferred by either party without the prior written consent of the other party nor shall the same be assignable by operation of law, without the prior written consent of the other party.

(b) Force Majeure: If the performance by either party hereto of its respective non-monetary obligations under this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. Nothing contained herein shall be construed as requiring either party hereto to accede to any demands of, or to settle any disputes with, labor or labor unions, suppliers or other parties that such party considers unreasonable.

(c) Choice of Law: This Agreement shall be governed by and construed in accordance with the law of the State of Connecticut without giving effect to choice of law rules.



(d) No Waiver: No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

(e) This Agreement sets forth all of the promises, covenants and agreements of the parties hereto and supersedes all prior and contemporaneous agreements, inducements and understandings, express or implied, oral or written, which address the subject matter of this Agreement. This provision shall not be read to invalidate or amend any written agreements between CRCOG and CCSWA which address subjects not covered by this Agreement.

(f) No Joint Venture: The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties, nor shall any person not a party to this contract be a beneficiary or have rights pursuant hereto.

(g) Headings: The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

(h) Integration: This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion and shall be in writing unless otherwise mutually agreed by the parties.

(i) Severability: If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

(j) Amendments: No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

(k) Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(l) Cooperation: Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

IN WITNESS THEREOF, the parties have executed and made effective this 2023  
CRCOG/CCSWA MOU as of the date written above.

**Capital Region Council of Governments (CRCOG)**

By: \_\_\_\_\_  
Title: Executive Director  
Printed Name: Matthew W. Hart

**Central Connecticut Solid Waste Authority**

By: Michael T. Looney  
Title: CCSWA Chair  
Printed Name: Michael T. Looney