

## TRANSFER STATION REFUSE HAULING AGREEMENT

This Disposal of Bulky Waste Agreement (the "Agreement") is entered into the \_\_\_\_\_ day of September 2012 by and between the Town of Canton, a political subdivision of the State of Connecticut (the "Town") and F & G Recycling, LLC, a Connecticut corporation located at 15 Mullen Road, Enfield, CT 06082 (the "Contractor").

WHEREAS, the Town requires a contractor to accept bulky waste generated at the Town of Canton Transfer Station (the "Work") located on Ramp Road in Canton, Connecticut (the "Premises"); and

WHEREAS, Contractor submitted a proposal to the Town on August 28, 2012, for the Work; and

WHEREAS, the Town and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents (as set forth below). The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Invitation to Bid to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Scope of Services.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations and applicable permits governing the Work whether or not such laws and regulations are fully and properly included as part of this Agreement.
5. Term. The term of this Agreement shall commence on September 28, 2012 and be in effect until September 16, 2015. The agreement may be extended upon mutual consent of the Town and the Contractor.
6. Payment. The Town will pay the Contractor in accordance with the Contract Documents .Payment will be made by the Town monthly within 30 days of receipt of invoice for services rendered.
7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in the Contract Documents by a company or companies authorized to do business in Connecticut. The Company shall provide certificates

of insurance and endorsements or insurance policies specifying such coverage and naming the Town and its officers, agents, employees and volunteers as additional insured prior to the start of the Work and on an annual basis. In the event of any conflict between the insurance requirements set forth below and insurance requirements set forth in other Contract Documents, the requirements in this Agreement shall control.

The Contractor shall provide the following coverages and minimum limits of insurance:

1) Worker's Compensation Insurance:  
Statutory Coverage

Employer's Liability

\$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee

2) Commercial General Liability:

Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.

Limits of Liability for Bodily Injury and Property Damage

Each Occurrence \$1,000,000

Aggregate \$2,000,000

3) Automobile Insurance:

Including all owned, hired, borrowed and non-owned vehicles and pollution

Limit of Liability for Bodily Injury and Property Damage:

Per Accident \$1,000,000

4) Umbrella

Each Occurrence \$10,000,000

Aggregate Limit \$10,000,000

The Contractor and the Contractor's subcontractors, if any, shall cause the commercial liability coverage required by the Contract Documents to include (1) the Town and its officers, agents, volunteers and employees, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Town and its officers, agents, volunteers and employees as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Contractor shall, before commencement of its Work, submit to the Town evidence of the aforementioned requirements from itself and its subcontractors, if any, in the form of an additional insured endorsement or insurance policy acceptable to the Town. Failure by the Contractor to provide the endorsements required in this section shall entitle the Town to withhold payment from the Contractor then due or to become due until such time as the endorsements or policies are provided. The insurance (both primary and umbrella coverages) of the Contractor and the Contractor's subcontractor's, if any, shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any

insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The policies of insurance or endorsements as provided herein shall state that the insurance of the Contractor and the Contractor's subcontractor's, if any, (both primary and umbrella coverages) shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with thirty (30) days advance notice of cancellation. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with ten (10) days advance notice of cancellation for non payment. The insurance obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement

8. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortuous actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for, and indemnify and defend the Town and its officers, agents, volunteers and employees against, the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents. The defense and indemnity obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement

9. Hold Harmless. The Contractor agrees to indemnify, defend and save harmless the Town and its officers, agents, volunteers and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the Work by the Contractor by reason or liability imposed upon the Town and its officers, agents, volunteers and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of the Contract, the Contractor, its agents and employees or any other person or entity for whom the Contractor may be directly or indirectly liable or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from the insurance coverage provided to the Town and its officers, agents, volunteers and employees by the Contractor's and the Contractor's subcontractor's, if any, insurers. The defense and indemnity obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement

10. Subcontractors. The Contractor shall not subcontract any portion of the Work without the express written consent of the Town, which consent shall not be unreasonably withheld. In all events, the Contractor shall remain responsible to the Town for the performance of the Work and shall be responsible for the acts and omissions of its subcontractors, if any, or any other person or entity whom the Contractor is directly or indirectly liable.

11. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) The Agreement
- (ii) The Town's Invitation for Bid and all attachments thereto
- (iii) The Contractor Bid Form and all attachments thereto (Exhibit A)
- (iii) Any modifications issued after the execution of this Agreement; and

12. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Town, which consent shall not be unreasonably withheld.

13. Termination. If the Contractor fails to perform this Agreement in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated. Provided, however, that the Town shall provide the Contractor with a written notice of default and opportunity to cure the default. In the event the Contractor fails to commence and diligently maintain a cure of the default within five (5) calendar days or such shorter period if required by any applicable federal, state and local laws and regulations and applicable permits governing the Work or authorities with jurisdiction after such notice, the Town may terminate this Agreement without further notice. In all events, if any applicable federal, state and local laws and regulations and applicable permits governing the Work or authorities with jurisdiction require the default to be cured by a date certain and the Contractor fails to do so, the Owner may terminate this Agreement without further notice to the Contractor. In either event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both pro-rated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Town in terminating the Agreement and securing a new contractor.

14. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The Contractor agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Town harmless against any claims brought against the Contractor or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

15. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Services shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

16. Connecticut Law and Courts. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of any Connecticut state or federal court.

17. Compliance with Laws. The Contractor shall perform the Work in compliance with any and all applicable local, state and federal laws or regulations. The Contractor agrees to indemnify, defend and save harmless the Town and its officers, agents, volunteers and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the Contractor's failure to perform the Work in accordance with all applicable laws and regulations. The defense and indemnity obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement.

18. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

19. Disposal Site. The Contractor shall receive the bulky waste under this contract at the following site as stated in Exhibit B.

:

Murphy Road Recycling, LLC  
123 Murphy Road  
Hartford, CT 06114

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

JoAnn C. Martin  
JoAnn C. Martin

Witness:

Jerome Shea  
Jerome Shea

THE TOWN OF CANTON

By Robert Skinner

Robert Skinner  
Chief Administrative Officer

JoAnn C. Martin  
JoAnn C. Martin

Witness:

Jerome Shea  
Jerome Shea

F&G RECYCLING, LLC

By Robert Skinner

# EXHIBIT A

## TOWN OF CANTON, CONNECTICUT

### INVITATION TO BID FOR DISPOSAL OF BULKY WASTE

The Town of Canton, through its Chief Administrative Officer ("CAO"), is seeking Bidders to provide for the Disposal of Bulky Waste. Bulky Waste will be delivered to the disposal facility under a separate contract with the Town. One (1) original and two (2) copies of sealed bids for the above-named Invitation must be received in the Office of the Chief Administrative Officer, Canton Town Hall, 2<sup>nd</sup> Floor, 4 Market Street Collinsville, CT by 2:00 PM local time on August 30, 2012, at which time all bids will be publicly opened in the second floor Conference Room of the Canton Town Hall. The Town of Canton will reject bids received after that date and time.

The Invitation to Bid package may be obtained in Room 202 of the Canton Town Hall during Town Hall office hours or at the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org), under "Request for Proposals."

Bids will be held firm and may not be withdrawn for ninety (90) calendar days after bid opening.

The Town of Canton is an equal opportunity/affirmative action employer. Small business enterprises, woman owned businesses, and minority owned businesses are encouraged to participate.

Dated at Collinsville CT  
August 3, 2012

\_\_\_\_\_  
Robert Skinner  
Chief Administrative Officer

For Publication in the Hartford Courant as a Zone 5 Legal on August 3, 2012

**TOWN OF CANTON, CONNECTICUT**

**INSTRUCTIONS TO BIDDERS  
RE: DISPOSAL OF BULKY WASTE**

**1. INTRODUCTION**

The Town of Canton (the "Town") is soliciting bids for the disposal of bulky waste. This Invitation is not a contract offer.

Interested parties should submit a bid response in accordance with the requirements and directions set forth in this bid package. **Bidders may not contact any Town employee or official concerning this Invitation other than the Town representative set forth in Section 9, below. A bidder's failure to comply with this requirement may result in disqualification.**

The Town will return unopened any bid received after the date and time of bid opening.

If there are any conflicts between the provisions of these Instructions to Bidders and any other document(s) comprising this bid package, these Instructions to Bidders shall prevail.

**2. KEY DATES**

Invitation to Bid issued: August 2, 2012

Bid Opening: August 30, 2012 @ 2:00 pm

Notice of Conditional Award of Award: September 5, 2012

Contract Execution: September 14, 2012

**3. CONTRACT TERM**

The Contract shall be for an initial term of thirty six (36) months ending on September 16, 2015.

The parties may agree to extend the proposed Contract of this Invitation for Bid by agreement in writing of both parties.

**4. FUNDING CONTINGENCY**

This Invitation provides for a multi-year Contract. Funding for the first full year of the contract and any extension of the Contract term is dependent on annual budget approval. If funding is not approved for any year after the first year, the Town may terminate the Contract at the end of the last year for which funding has been approved, in which case the Town shall have no obligation or liability for the unfunded year or years.

**5. OTHER CONTINGENCIES**

The Town reserves the right to cancel this bid process and any resulting Contract at any time if the Town deems such action to be in its best interests, including but not only if either of the following conditions exists:

- The Town, through changes in its requirements or methods of operation, no longer has a need for the subject matter of this Invitation; or
- The Town is not satisfied with the work under the Contract, or the successful bidder fails to comply with any of the Contract's terms and conditions.

**6. OBTAINING BID PACKAGE**

The bid package – i.e., each of the documents listed on the page preceding these Instructions and collectively referred to as the "Invitation" – may be obtained in Room 202 of the Canton Town Hall, 4 Market Street, Collinsville, CT during Town Hall office hours or at the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org), under "Request for Proposals."

**7. BID SUBMISSION INSTRUCTIONS**

Bids must be in the Town office identified above prior to the date and time the first bid is scheduled to be opened publicly. Postmarks prior to the bid opening date and time do **NOT** satisfy this condition. The Town will **NOT** accept corrections and/or modifications received after the first bid is opened publicly. Bids may not be withdrawn after bid opening, and bids must remain in effect for ninety (90) calendar days after bid opening, even if the bidder discovers errors in the bid after opening.

One (1) original and two (2) copies of all bids must be submitted on the accompanying Bid Form and in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "BID DOCUMENTS," and the Bid Title and Bid Opening Date, to prevent opening prior to the bid opening date. The Town will reject, and not accept, bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such bid and inform the bidder that the bid may be resubmitted in a sealed envelope properly marked as described above.

Bids must be submitted on the prescribed form and all blank spaces for bid prices must be completed in blue ink or be typewritten, and all prices shall be stated in both words and figures. Bid prices shall include all labor, materials, equipment, and transportation necessary to perform the work in accordance with the Contract. The person signing the bid must initial errors, alterations or corrections on both the original bid and all required copies. Ditto marks or words such as "SAME" shall not be used in the Bid Form. All other forms included or information requested in this bid should also be submitted with the Bid Form.



Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date fixed for the bid opening. Bids are considered valid for ninety (90) calendar days after bid opening, to permit the Town to review the bids and to investigate the bidders' qualifications prior to awarding the bid. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) calendar days after the bid opening.

An authorized person representing the legal entity of the bidder must sign the bid.

#### 8. UNIT PRICES AND LUMP SUM PRICES

The unit prices for each of the items in the bid shall include the prorated share of overhead and profit. The Town may reject any bid not conforming to this requirement. **Bidders should note this provision because, if conditions make it necessary for the estimated quantities of loads transported to change, no limit shall be fixed for such increased or decreased quantities, nor extra compensation allowed.**

#### 9. QUESTIONS

Questions, inquiries, or request for interpretations concerning the bid process and procedures are to be via electronic mail and directed **only to:**

Name: Robert Martin – Director of Public Works  
E-mail: [rmartin@townofcantonct.org](mailto:rmartin@townofcantonct.org)

**Bidders may not contact any other Town employee or official concerning this Invitation. A bidder's failure to comply with this requirement may result in disqualification.**

If a bidder finds any omission, discrepancy or error in, has questions concerning, or seeks an exception to anything in the documents constituting this Invitation, it should notify the Town as soon as possible and in no event later than seven (7) business days before the date of the bid opening.

No oral statement of the Town shall be effective to modify any of the provisions of this Invitation. However, the Town will not make any oral interpretations to any bidder as to the meaning of any bid documents or portions thereof, and no bidder shall rely on any alleged oral interpretation

The Town will not consider any such request made more than seven (7) days before the bid opening date.

#### 10. ADDENDA

The Town will post an addendum or addenda, which shall be a part of this Invitation and the resulting Contract, containing all questions received as provided for above

and decisions regarding same. At least three (3) calendar days prior to the receipt of bids, the Town will post a copy of the addendum on the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org), under "Request for Proposals." Each bidder is responsible for checking the website to determine if the Town has issued an addendum and, if so, to complete its bid in accordance with the Invitation as modified by the addendum.

**11. COSTS FOR PREPARING BID**

This Invitation does not commit the Town to pay any costs incurred by bidders in preparing their responsive bids. Each bidder agrees that all costs it incurs in developing its bid are its sole responsibility.

**12. OWNERSHIP OF BIDS**

All bids submitted become property of the Town.

**13. FREEDOM OF INFORMATION ACT**

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended. A bidder's responses may contain financial or other data that it claims constitute proprietary or confidential information or a trade secret. To protect such data from disclosure, a bidder should identify specifically the pages that contain claimed confidential information by visibly marking all such pages of the bid.

**14. CONFLICT OF INTEREST**

By submitting a bid, a bidder certifies that it has no conflict of interest as defined in the Town's Ordinance # 230 concerning ethics. The Town shall review all bids under this provision and may reject any bid where, in the Town's opinion, the bidder could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the bidder were to become a party to the Contract.

**15. DEBARRED CONTRACTORS**

The Town will reject any bid from a bidder that is on a debarred contractor list of the United States and/or the State of Connecticut.

**16. LEGAL STATUS**

Each bidder must complete the Bidder's Legal Status Disclosure form and must, if required, have a current license or registration to do business in the State of Connecticut that is on file with the Connecticut Secretary of the State's Office. The Town may, in its sole discretion, request acceptable evidence of any bidder's legal status.

## **17. BID SECURITY**

18. Each bid must be accompanied by bid security in the amount equal to at least **TEN PERCENT (10%)** of the bid amount for the first year. The bid security shall be in the form either of the bidder's certified check or of a bid bond. The bid bond shall be prepared in the form of the Bid Bond made a part of this Invitation, duly executed by the bidder and the surety and shall be subject to the review and approval of the Town's legal counsel. The bidder's surety shall be licensed by the State of Connecticut and listed by the US Department of the Treasury in Circular No. 570 rated A+ (Superior) by A.M. Best Company. The Town may accept a certified check equal to at least **TEN PERCENT (10%)** of the bid amount

In lieu of a surety bond, subject to review and approval of the Town's legal counsel. The bidder's bank shall be licensed and insured by the State of Connecticut and the Federal Deposit Insurance Corporation. The failure of the Town's legal counsel to approve the form of bid security shall be grounds for the Town to reject the bid.

The successful bidder, upon its refusal or failure to execute and deliver the Contract, certificates of insurance, bonds or other documents required by this Invitation within **TEN (10) business days** of written notification of award, unless the Town otherwise agrees in writing, shall forfeit to the Town the bid security.

If the successful bidder has previously failed to execute and deliver a contract on a prior bid awarded by the Town, such bidder shall have **TEN (10) business days** to post a cash bond in an amount deemed by the Town to adequately cover the difference between the successful bid and the next lowest, complete and responsive bid. Such cash bond shall be forfeited in its entirety in the event the successful bidder fails to execute and deliver the Contract, certificates of insurance, bonds or other documents required by this Invitation within **TEN (10) business days** of written notification of award, unless the Town otherwise agrees in writing.

The Town shall consider a bidder's failure to provide the required bid security as an incomplete and unresponsive bid.

Upon the successful bidder's execution of the Contract in the form enclosed with this Invitation and the provision of all other required documents, the Town shall release the bid security to all other bidders.

## **19. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE**

At the time the first bid is opened, the Town will presume that each bidder has read and understood each document comprising this Invitation and any addenda posted on the Town's website. A bidder's failure and/or omission to receive or examine any information concerning this Invitation shall in no way relieve it from any aspect of its bid or the obligations related to it.

At the time the first bid is opened, the Town will also presume that each bidder is familiar with and will comply with all federal, state and local laws, ordinances and

regulations that in any manner relate to this Invitation and the performance of the work described in it.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work outlined in this Invitation and it is capable of performing the work to achieve the Town's objectives.

Each bidder shall visit and examine the location of and the routes to be used during the work described in this Invitation and thoroughly familiarize itself with all actual conditions of the property before preparing its bid. The submission of a bid shall be construed as an assurance that such examination has been made, and the Town will not recognize or award claims for compensation for additional labor, equipment or materials for difficulties encountered.

## **20. FAMILIARITY WITH CONTRACTS**

The bidder should be aware that the Town of Canton presently has a contract in place for the transportation of bulky waste from the Town. These contracts are available for review at the office of the Chief Administrative Officer, 4 Market Street, Collinsville, CT. The contract for transportation of bulky waste is subject to change during the duration of this contract.

The Town of Canton contractor for the transportation of bulky waste is as follows:

All Waste, Inc., 143 Murphy Road, Hartford, CT 06146-2472

## **21. TAX EXEMPTIONS**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #\_ 06-6002383. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

Bidders shall avail themselves of these exemptions.

## **22. INSURANCE**

The successful bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the work that is the subject of this Invitation the following insurance coverages covering the successful bidder and all of its officers, employees, and agents:

The (name of contractor) shall purchase from and maintain, for the life of this Contract, in a company or companies with an A.M. Best rating of A- (VII) or better the following insurance coverage at no direct cost to the Town. Such insurance will protect the Town from claims set forth below which may arise out of or result from the (name of contractor) obligation under this agreement, whether such obligations

are by (name of contractor) or by a subcontractor or any person or entity directly or indirectly employed by (name of contractor).

A. Workers Compensation:

(Name of Contractor) shall provide workers compensation and employers liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.

B. Commercial General Liability Insurance:

(Name of Contractor) shall provide commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. Such coverage shall not exclude sexual abuse or molestation.

- The policy shall name the Town as an additional insured.
- Such coverage provided by the Contractor shall be provided on an occurrence basis and shall be primary. Any insurance or self insured retention available to the Owner shall be secondary and non-contributory.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form.
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

C. Commercial Automobile Insurance:

Provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

D. Umbrella Liability Insurance:

Provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

E. The Contractor shall ensure that all of its Subcontractors procure and maintain the same insurance as required of the Contractor under this Agreement and that each Subcontractor shall name the Owner as an additional insured. Such coverage provided by the Subcontractor shall be provided on an occurrence basis and shall be primary. Any insurance or self insured retention available to the Owner shall be secondary and noncontributory.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Town with certificates of insurance, policies or policy endorsements as requested by the Town prior to issuance of Contract by the Town, describing the coverage and providing that the insurer shall give the Town written notice at least sixty (60) days in advance of any termination, expiration or changes in coverage. Failure of the Contractor to maintain insurance coverage in accordance with the terms of this Agreement shall constitute a material breach of the Contract. The Town reserves the right to approve all insurance companies. The successful bidder must fully disclose any nonstandard exclusion for all required coverages.

All policies, except for Workers' Compensation, shall contain additional endorsements naming "the Town of Canton, its officers, employees, agents and volunteers" as additional named insureds with respect to liabilities and losses related to the performance of the work described in this Invitation.

Each insurance policy shall state that the insurance carrier shall agree to investigate and defend the insured against all claims, even if groundless.

The successful bidder shall require the insurance carriers of the above required coverages to waive all rights of subrogation against the Town, its officers, employees, agents and volunteers.

All insurance policies required above shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Town.

If the bidder is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract, and the certificate of insurance shall state that the coverage is claims-made and also the retroactive date, if any.

**The successful bidder shall maintain coverage for the duration of the Contract and for two years following the completion of the Contract.**

The successful bidder shall direct its insurance carrier to provide the Town with a certificate of insurance PRIOR TO commencing work. The certificate shall specifically state that the Town shall receive thirty (30) days advance written notice of cancellation or non-renewal, via registered U.S. mail, addressed to Robert Skinner, Chief Administrative Officer, 4 Market Street, PO Box 168, Canton, CT 06022. The certificate shall evidence all required coverage. **All requirements of this section shall be clearly stated in the remarks section of the successful bidder's certificate of insurance.**

### **23. DEFENSE AND INDEMNIFICATION**

The successful bidder will be required to agree, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Town and its employees, officials, agents and volunteers from and against all claims, damages, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the subject matter of this Invitation and/or the performance of the work contemplated by it. The successful bidder will also be required to pay any and all attorney's fees incurred by the Town, its employees, officials, agents or volunteers in enforcing any of the successful bidder's defense, hold harmless or indemnification obligations. In any and all claims against the Town or any of its employees, officials, agents or volunteers made or brought by any employee of the successful bidder, or anyone directly or indirectly employed by the successful bidder, or anyone for whose acts or omissions the successful bidder is or may be liable, the successful bidder's defense and indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the successful bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

These defense, indemnity and hold harmless obligations shall survive the Contract's termination or expiration.

### **24. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION**

The Town reserves the right to accept the bid that, all things considered, is in the best interests of the Town. Although price will be an important factor, it will not be the only basis for award. Due consideration will also be given to a bidder's experience, references, service, ability to respond promptly to requests, past performance satisfactory to the Town, and other criteria relevant to the interests of the Town, including the bid documents' compliance with the procedural requirements stated in this Invitation.

The Town will not award the bid to any bidder who is in arrears or in default to the Town on any debt, contract, security or any other obligation.

The Town reserves the rights, in its sole discretion: to accept any, all, or any part of bids; to reject any, all, or any part of bids; to waive any non-material deficiencies or clerical errors in the bidding process or bid; and to award the bid that in its judgment will be in the Town's best interests. The Town also reserves the right to award the purchase of individual items under this Invitation to any combination of separate bids or bidders.

All bids will be publicly opened as received on the date, at the time, and at the place identified in this Invitation. Bidders may be present at the opening.

The Town may correct, after bidder verification, any mistake in a bid that is obviously a clerical error, such as a price extension or decimal point error. If an error exists in an extension of prices, the unit price shall prevail. In the event of a

discrepancy between the price quoted in words and in figures, the words shall control.

The Town will select the bid that it deems to be in the Town's best interest and issue a Notice of Conditional Award of Bid to the successful bidder. The conditional award shall be subject to further discussions with the bidder that are deemed necessary by the Town and to the successful bidder's provision of the documents required by this Invitation and the execution of a Contract in the form contained in this Invitation. The successful bidder's failure to provide each required form or execute the Contract within ten (10) business days of the date of the Notice of Conditional Award of Bid shall be grounds for the Town to declare the bid withdrawn, to call the bid security, and to enter into discussions with another bidder.

The Town will post the bid results and award recommendation on the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org), under "Request for Proposals."

The Bid Awarded and Contract Execution dates in Section 2's Key Dates are anticipated, not certain, dates.

#### **25. COLLUSION**

Each bidder shall complete the Non Collusion Affidavit that is a part of this Invitation.

Any act(s) of misrepresentation or collusion in connection with a bid shall be a basis to disqualify a bid submitted by the bidder responsible for said misrepresentation or collusion. In the event that such conduct is discovered after the execution of the Contract, the Town may terminate the Contract without incurring any liability, penalty, damages or other loss.

#### **26. ADVERTISING**

The successful bidder may not name the Town in its advertising, news releases, and promotional efforts without the Town's prior written approval.

If it chooses, the successful bidder may list the Town in a statement of references or similar document required as part of a public bid. The Town's permission to the successful bidder to do so is *not* a statement about the quality of the successful bidder's work or the Town's endorsement of the successful bidder or its work.

#### **27. W-9 FORM**

The successful bidder must provide the Town with a completed W-9 form before commencing work.



**28. PAYMENTS**

Payments will be made within thirty (30) calendar days after the appropriate Town officer receives and approves the invoice, unless otherwise specified in the Technical Specifications.

**29. MAINTENANCE AND AVAILABILITY OF RECORDS**

The successful bidder shall maintain all records related to the work described in the Invitation for a period of three (3) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

**30. REPRESENTATION OF TOWN**

In performing the work described in the Invitation, the successful bidder, its agents and employees shall act in an independent capacity and shall not act as, and are not, officers, employees or agents of the Town.

**31. SUBCONTRACTING**

The successful bidder agrees not to enter into any subcontracting agreement for any or all of the work described in the Invitation without obtaining the Town's prior written consent. All subcontracting shall be subject to the same terms and conditions as are applicable to the successful bidder. The successful bidder shall be fully and solely responsible for the performance of and payments to any subcontractors.

**32. COMPLIANCE WITH LAW**

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its bid and the performance of the work described in the Invitation. The successful bidder shall commit no trespass on private property in performing any of the work described in the Invitation.

By submitting a bid, the successful bidder covenants that it has complied, and during the term of the Contract will comply, with the obligations under the Immigration Reform and Control Act ("IRCA") and that all employees it assigns to the Contract are authorized for employment in the United States of America. The successful bidder further covenants that it has properly completed, and during the term of the Contract will properly complete, I-9s for all employees assigned to the Contract. The successful bidder agrees to defend, indemnify and hold the Town harmless in the event that any of the successful bidder's employees provided under the Contract is found not to be authorized to work under the law or in the event that there is a determination that the successful bidder has failed to comply with IRCA's obligations, including but not limited to the failure to prepare correctly and maintain

I-9s. The successful bidder further agrees to defend, indemnify and hold harmless the Town from and against any and all claims brought against the Town as a result of these obligations, including but not limited to settlement fees, judgments, attorneys fees and costs. These defense, hold harmless and indemnity obligations shall survive the Contract's termination or expiration.

### **33. LICENSES AND PERMITS**

The successful bidder shall, for the term of the Contract, have and provide proof of all permits and licenses required by the Town and/or any other state or federal authority. The successful bidder shall immediately and in writing notify the Town of the loss or suspension of any such license or permit. The successful bidder shall demonstrate, prior to Contract execution, that it is a licensed hauler with the Connecticut Resources Recovery Authority. Failure to demonstrate such licensure shall be grounds for rejection of the bid and forfeiture of the bid security.

### **34. SECURITY: PERFORMANCE, AND PAYMENT**

At the time of Contract execution, the successful bidder shall file with the Town security in an amount not less than one hundred percent (100%) of the total bid for the first Contract year, which security shall be for both the satisfactory performance of the work and for all labor and materials. Such security shall be in the form of either surety bond(s) or the successful bidder's certified check.

The surety bond(s) shall be prepared in the form of the Performance Bond, and the Labor and Material Payment Bond, made a part of this Invitation, duly executed by the bidder and the surety and shall be subject to the review and approval of the Town's legal counsel. The bidder's surety shall be licensed by the State of Connecticut and listed by the US Department of the Treasury in Circular No. 570, in a company or companies with an A.M. Best rating of A- (VII) or better. The Town may accept a certified check in lieu of a surety bond, subject to review and approval of the Town's legal counsel. The bidder's bank shall be licensed and insured by the State of Connecticut and the Federal Deposit Insurance Corporation. The failure of the Town's legal counsel to approve the form of such security shall be grounds for the Town to reject the bid.

The successful bidder shall provide the Town with such security prior to the start of each Contract year in an amount the Town estimates for the work anticipated for that Contract year. Failure to provide such security shall be grounds to terminate the Contract.

### **35. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

During the term of the Contract, the successful bidder agrees to be an equal employment opportunity employer and will not discriminate as to race, color, creed, sex, national origin, marital status, physical or mental disability or any other protected classification under state and federal law.

**36. ESTIMATED TONNAGE OF BULKY WASTE**

The following information is provided for the Contractor's convenience for the determination of equipment and personnel needs for the Contract requirements. While every effort has been made to ensure the information is accurate and complete, no warrantee is made relative to this information.

The latest twelve month period of record is provided for the period from July 1, 2011 to June 31, 2012.

**2011 / 2012 Bulky Waste Loads**

Month	Loads	Tons
July	8	40
August	8	40
September	8	41
October	6	32
November	6	21
December	6	19
2012		
January	5	20
February	4	18
March	7	30
April	6	29
May	6	36
June	8	44
Total	78	369

**END OF INSTRUCTIONS TO BIDDERS**

## BID FORM

Town of Canton  
Board of Selectmen  
4 Market Street, PO Box 168  
Collinsville CT06022-0168

Re: Invitation to Bid – Disposal of Bulky Waste

Sir:

Pursuant to and in full compliance with each document comprising the Invitation to Bid dated August 2, 2012, Disposal of Bulky Waste (collectively referred to as the "Invitation"), the undersigned bidder, having thoroughly examined each and every document comprising the Invitation, hereby offers and agrees as follows:

### ACKNOWLEDGEMENTS

In submitting this Bid Form, the undersigned bidder acknowledges that:

1. It has read and understood each document comprising the Invitation and any addenda posted on the Town's website.
2. It has thoroughly examined and become familiar with the scope of work described in the Invitation.
3. The unit prices include all labor, materials, overhead, fees and insurances, profit, and all other costs to cover the completed work called for in the Invitation. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the unit prices, as bid.
5. The Town has made no representation or warranty that the estimated quantities will even approximate the actual quantities under the Invitation.
6. The Town reserves the right to accept or reject this proposal based on the most cost effective combination of transportation cost (NIC) and Tipping Fees.
7. With respect to all conditions affecting the work to be done and labor and materials to be furnished, this bid is based solely on the undersigned bidder's own investigations and findings, and neither the Town nor any of its officers, officials, employees or agents shall be held responsible for the accuracy of or be bound by any information contained in the Invitation.

### BID

In accordance with the Invitation to Bid, Instruction to Bidders, and Bid Information, the undersigned proposes to furnish all labor and equipment necessary to process and

dispose of Bulky Waste and/or Non-Processible Municipal Solid Waste (Waste) delivered to the bidders facility from the Canton Transfer Station (Facility) at the Tip Fee shown below.

The disposal of the Waste shall be subject to the restrictions of the facility.

It is understood that the quantities used are approximate only being estimated solely for use in the comparison of bids:

Bid Item No. 1:

Tip Fee for Disposal of Bulky Waste and/or Non-Processible Municipal Solid Waste from the Ramp Road Transfer Station at the unit price per ton as follows:

1st Contract year (September 17, 2012 to September 16, 2013)

400 tons x \$ 84.00 (Eighty Four Dollars) per ton  
= \$ 33,600.00  
Thirty Three Thousand  
Six Hundred Dollars \_\_\_\_\_ Dollars and \_\_\_\_\_ No \_\_\_\_\_ cents

2nd Contract year (September 17, 2013 to September 16, 2014)

400 tons x \$ 84.00 (Eighty Four Dollars) per ton  
= \$ 33,600.00  
Thirty Three Thousand  
Six Hundred Dollars \_\_\_\_\_ Dollars and \_\_\_\_\_ No \_\_\_\_\_ cents

3rd Contract year (September 17, 2014 to September 16, 2015)

400 tons x \$ 84.00 (Eighty Four Dollars) per ton  
= \$ 33,600.00  
Thirty Three Thousand  
Six Hundred Dollars \_\_\_\_\_ Dollars and \_\_\_\_\_ No \_\_\_\_\_ cents

\*\*\*

The Total Estimated Cost for Years 1, 2 and 3 of the Contract are as follows.

= \$ 100,800.00  
One Hundred Thousand  
Eight Hundred Dollars \_\_\_\_\_ Dollars and \_\_\_\_\_ No \_\_\_\_\_ cents

The Bidder should list any surcharges if any below that may be applicable to specialty items normally included in municipal bulky waste. Please acknowledge below if there are no surcharges.

X  There are no surcharges as part of the bid

**Surcharges:**

None   
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Identify the Location of Disposal Facility:**

Facility Name: (Primary) Murphy Road Recycling, LLC

Facility Address: 123 Murphy Road  
Hartford, CT 06114

(Secondary: F&G Recycling LLC, 9 Shoham Rd, East Windsor, CT)

**BID SECURITY**

Attached bid security in the amount of ten percent (10%) of the 1st Contract year total bid based on estimate quantities of material provided in technical specifications.

**REQUIRED DISCLOSURES**

1. Exceptions to the Invitation

X  This bid does not take exception to any requirement of the Invitation.

OR

This bid takes the following exception(s) to the Invitation requirements:

(Describe fully each exception)

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2. Disputes

Has either the bidder or any of its principals (regardless of their place of employment) been involved for the most recent five (5) years in resolved or pending mediation, arbitration or litigation?

Yes  
 No

If "yes," please attach a sheet fully describing each such matter.

3. Civil/Criminal Findings

Except for motor vehicle infractions, has either the bidder or any of its principals (regardless of their place of employment) been convicted, pled guilty or nolo contendere, or been found liable in a civil action or criminally responsible for any criminal offense?

Yes  
 No

If "yes," please attach a sheet fully describing each such matter.

4. Ethics

Has either the bidder or any of its principals (regardless of their place of employment) been found to have violated any state or local ethics standard or other offense arising out of the submission of bids or proposals, or performance of work on public works projects or contracts?

Yes  
 No

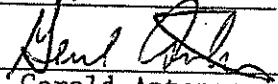
If "yes," please attach a sheet fully describing each such matter.

**NOTE:** THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT CONSTITUTING THIS INVITATION, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

Bidder: F&G Recycling, LLC

Address: 15 Mullen Rd  
Enfield, CT 06082

Phone: (860)746-3200 Fax: (860)741-5927

Signed By:   
Gerald Antonacci

Title: Member

Date: August 28, 2012



The undersigned hereby authorizes and requests any person, firm, institution, and/or corporation to furnish any information requested by the Town for verification of the information and statements comprising this Bid Form.

Dated at Enfield, CT this 28<sup>th</sup> day of August, 2012.

Name of Bidder: F&G Recycling, LLC

By: Gerald Antonacci Title: Member

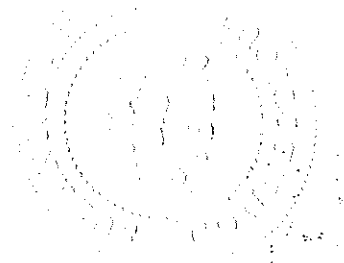
State of Connecticut )  
 ) ss:  
County of Hartford )

Gerald Antonacci, whose name appears above, being duly sworn, says that he/~~she~~ is the Member of F&G Recycling, LLC and that the answers, statements, and information provided in the foregoing Bid Form are true and correct.

Subscribed and sworn to before me this 28<sup>th</sup> day of August, 2012.

*Suzanne Ahmed*  
Commissioner of the Superior Court  
Notary Public  
My commission expires:

Seal of the Notary



**SUZANNE AHMED  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES 7/31/2017**

**TOWN OF CANTON, CONNECTICUT**

**BIDDER'S LEGAL STATUS DISCLOSURE  
RE: DISPOSAL OF BULKY WASTE**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a bidder's permanent place of business.

**IF A SOLELY OWNED BUSINESS:**

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

**IF A CORPORATION:**

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

State in which Legally Organized \_\_\_\_\_

State Business ID # \_\_\_\_\_

Current Officers

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Financial Officer



If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

IF A PARTNERSHIP:

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

State in which Legally Organized \_\_\_\_\_

State Business ID # (if applicable) \_\_\_\_\_

Current Partners

\_\_\_\_\_  
Name & Title (if any) Address

\_\_\_\_\_  
Name & Title (if any) Address

\_\_\_\_\_  
Name & Title (if any) Address

\_\_\_\_\_  
Name & Title (if any) Address

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

\_\_\_\_\_  
Bidder's Full Legal Name

\_\_\_\_\_

(print)  
Name and Title of Bidder's Authorized Representative

\_\_\_\_\_  
(signature)  
Bidder's Representative, Duly Authorized

\_\_\_\_\_  
Date

**END OF LEGAL STATUS DISCLOSURE FORM**

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions shall be answered and information given shall be clear and comprehensive. This statement shall be notarized. If additional room is required to answer questions, please attach additional sheet(s) with the supplemental information. The bidder's name shall appear on the top of the supplemental sheets to avoid confusion. The bidder may submit additional information as it deems necessary to enable the Town to judge the bidder's ability to perform the proposed Contract.

1. Bidder's full legal name: F&G Recycling, LLC
2. Permanent main office address: 15 Mullen Rd  
Enfield, CT 06082
3. Contact person for this Invitation: Mark Murren
4. Phone and fax numbers and e-mail address of the contact person during normal business hours: Phone: 860-746-3200 Fax: 860-741-5927 markm@usarecycle.com
5. Date of organization: 12/2/94
6. Date of incorporation, if applicable: N/A
7. Number of years bidder has been engaged in business under present firm or trade name: 25+
8. Contracts on hand (dollar value, anticipated completion date):  
\$10,000.00+ On Going
9. General character or type of work performed by the bidder:  
Owner and operator of waste reduction facility
10. Has the bidder ever failed to complete any work awarded to it? If so, please explain in detail the circumstances: No
11. Has the bidder ever defaulted on a contract? If so, please explain in detail the circumstances: No

12. List contracts of a similar nature (size, type, and complexity) completed successfully by the bidder within the last five (5) years. List the other contracting party, the value of the contract, and the year completed.

Town of Waterbury On Going \$120,000.00, Town of East Windsor On Going \$36,000.00

Town of Watertown On Going \$20,000.00, Town of Suffield On Going \$20,000.00

13. List the equipment that will be available for the work described in this Invitation.

N/A

14. How many years of experience does the bidder have in work of similar size, type, and complexity to the Work of this Invitation? 38

15. Describe the background and experience of each individual person listed in the Bidder's Legal Status Disclosure: Has worked and owned business in trash and recycling industry since 1974.

16. Provide the name of the bidder's bank or other financial institution, contact person, phone number, address, and state the bidder's available credit:

Bank of America, 277 Main St, Hartford, CT 06115

Timothy Curtin \*860)952-7491 Connecticut

17. If necessary for the Town to determine an award of contract, will the bidder provide a detailed financial statement? This information may be reviewed at our 15 Mullen Rd, Enfield, CT offices upon request.

TOWN OF CANTON

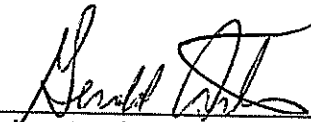
BIDDER'S NON COLLUSION AFFIDAVIT  
RE: DISPOSAL OF BULKY WASTE

The undersigned bidder, having fully informed himself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the bid is genuine; it is not a collusive or sham bid;
- (2) the bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent bidding or competition;
- (3) the bidder, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder and will not communicate the bid to any such person prior to the official opening of the bid; and
- (4) no elected or appointed official or other officer or employee of the Town of Canton is directly or indirectly interested in the bidder's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the Town of Canton to consider its bid and make an award in accordance therewith.

F&G Recycling, LLC  
Legal Name of Bidder

  
(signature)  
Bidder's Representative, Duly Authorized

Gerald Antonacci  
Name of Bidder's Authorized Representative

Member  
Title of Bidder's Authorized Representative

August 28, 2012  
Date

Subscribed and sworn to before me this 28<sup>th</sup> day of August,  
2012.





County of Hartford ) ss:

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came and appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

(Notary Seal)

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS that we F&G Recycling, 15 Mullen Road, Enfield, CT 06082, the Principal, and, Westchester Fire Insurance Company, 436 Walnut Street, Philadelphia, PA 19106, the Surety, are hereby bound unto the Town of Canton, 4 Market Street, Collinsville, CT 06022, the Obligee, in the penal sum of TEN PERCENT OF THE TOTAL AMOUNT BID (10% of TAB), the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Disposal of Bulky Waste.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

If the Obligee makes no award within (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 30<sup>th</sup> day of August 2012.

**F&G Recycling**  
Principal

By: [Signature] Member  
Title

**Westchester Fire Insurance Company**  
Surety

By: [Signature]  
Sandra D. Cikraji, Attorney-In-Fact

Witness: [Signature]

Witness: [Signature]  
Timothy Covert

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Joy Bauer, Julie K Bowers, Kathleen P Price, Kathy J Goe, Patricia A Temple, Sandra D Cikraj, all of the City of CLEVELAND, Ohio, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Three million dollars & zero cents (\$3,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of January 2012.

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss

On this 11 day of January, A.D. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANOT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 26, 2014

*Karen E. Branot*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 30<sup>th</sup> day of August 2012



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 11, 2014.

FORM NO. BBOCS



State of Connecticut  
Insurance Department

***This is to Certify, that Westchester Fire Insurance Company***

*having complied with the laws of the State of Connecticut, is licensed to transact in this state until the first day of May, 2011, unless this license be sooner revoked, the lines of insurance:*  
01 02 03 04 05 06 07 09 10 11 12 13 14 15 16 17 18 19

- |   |   |
|---|---|
| 1. Fire, Extended Coverage and Other Allied lines | 16. Burglary & Theft                              |
| 2. Homeowners multiple peril                      | 17. Boiler & Machinery                            |
| 3. Commercial multiple peril                      | 18. Credit  |
| 4. Earthquake                                     | 19. Reinsurance                                   |
| 5. Growing crops                                  | 20. Life Non-Participating                        |
| 6. Ocean marine                                   | 21. Life Participating                            |
| 7. Inland marine                                  | 22. Variable Life Non-Participating               |
| 8. Accident and health                            | 23. Variable Life Participating                   |
| 9. Workmen's Compensation                         | 24. Variable Annuities                            |
| 10. Liability other than auto (B.I. and P.D.)     | 25. Title   |
| 11. Auto Liability (B.I. and P.D.)                | 26. Fraternal Benefit Society                     |
| 12. Auto physical damage                          | 27. Mortgage Guaranty                             |
| 13. Aircraft (All Perils)                         | 28. Health Care Center                            |
| 14. Fidelity & Surety                             | 29. Servicing Existing Business No New or Renewal |
| 15. Glass   | 30.   |

*Witness my hand and official seal, at HARTFORD, CT  
This 1<sup>st</sup> day of January 2011*

*Acting Insurance Commissioner*

Certificate of Authority and Compliance

---

WESTCHESTER FIRE INSURANCE COMPANY - NAIC# 10030

FINANCIAL STATEMENT

DECEMBER 31, 2011

ADMITTED ASSETS

BONDS	\$2,125,068,507
SHORT - TERM INVESTMENTS	21,324,395
STOCKS	0
REAL ESTATE	0
CASH ON HAND AND IN BANK	38,878,940
PREMIUM IN COURSE OF COLLECTION*	49,457,492
INTEREST ACCRUED	18,572,101
OTHER ASSETS	167,396,134
TOTAL ASSETS	<u>\$2,420,497,569</u>

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TOTAL LIABILITIES	<u>1,315,873,590</u>

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	289,280,640
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SURPLUS TO POLICYHOLDERS	<u>1,104,623,979</u>
TOTAL	<u>\$2,420,497,569</u>

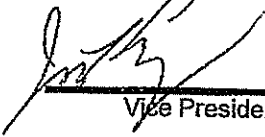
(\*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2011.

Sworn before me this April 17, 2012

  
Vice President

  
Notary Public

August 8, 2015  
My commission expires

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Diane Wright, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires Aug. 8, 2015  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT B

**Murphy Road Recycling, LLC**

15 Mullen Road  
Enfield, CT 06082

Telephone (860) 746-3200

Fax (860) 741-5927

---

September 26, 2012

Town of Canton  
Four Market Street  
P.O. Box 168  
Collinsville, CT 06022

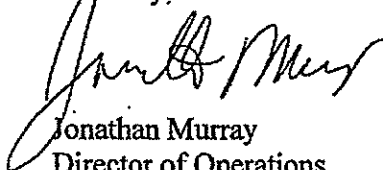
Subject: Disposal of Bulky Waste – Town of Canton

Dear Mr. Shea,

This letter is to confirm that Murphy Road Recycling, LLC will accept The Town of Cantons bulky waste from F&G Recycling, LLC for the duration of the contract starting September 17, 2012.

If you any questions please feel free to contact me at 860-746-3200.

Sincerely,



Jonathan Murray  
Director of Operations  
Murphy Road Recycling, LLC

# ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/20/2012

**PRODUCER**  
Green Insurance Exchange, LLC  
184 High Street  
Suite 602  
Boston, MA 02110

1-617-391-0245

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
USA Hauling & Recycling, Inc  
See attached for Additional Named Insureds  
15 Mullen Road  
Enfield, CT 06082

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: GREAT DIVIDE INS CO	25224
INSURER B: CONTINENTAL CAS CO	20443
INSURER C: CONTINENTAL WESTERN INS CO	10804
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR (ADD'L) LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLP0152173411	01/01/12	01/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 PPT Comp/Coll <input checked="" type="checkbox"/> \$25,000 Others - ACV	BAP152173210	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B X	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	L4024198578	01/01/12	01/01/13	EACH OCCURRENCE \$ 30,000,000 AGGREGATE \$ 30,000,000 \$ \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCA0369114	01/01/12	01/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Town of Canton is listed as additional insured with respects to liability for work performed by named insured and as required by a written contract.

### CERTIFICATE HOLDER

Town of Canton  
4 Market Street  
Collinsville, CT 06022  
USA

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE 



## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
09/20/2012

NAME OF INSURED: USA Hauling & Recycling, Inc  
See attached for Additional Named Insureds

Named Insureds Include:

Somers Sanitation Service, Inc.  
USA Hauling and Recycling, Inc.  
F&G Recycling, LLC  
KR Leasing, LLC  
KR Breeding , LLC  
Lindy Farms of Connecticut, LLC  
Municipal Road, LLC  
Frank Antonacci  
Gerald Antonacci  
Estate of Guy Antonacci  
BRH, LLC  
GFG Realty, LLC  
USA Town & Country Hauling & Recycling, Inc.  
J&B Rolloff & Recycling aka USA Hauling & Recycling  
DUDA Rubbish Removal aka USA Hauling & Recycling, I  
Town & Country Refuse Removal, Inc.  
Thorpe Trucking  
Rick's Community Disposal  
New England Waste Recovery  
McCaukey Enterprises  
F&G Realty, LLC  
38 North Road LLC  
89 Prospect Hill Road  
9-13 Shoham Road LLC  
137 Prospect Hill LLC  
137A Prospect Hill LLC  
Shoham Road Transfer Center LLC  
260 Railroad Hill LLC  
Tri-KR Realty LLC  
Hurlburt Road LLC  
Laird Building LLC  
Babylon Recycling Center LLC  
Innovative Waste Systems  
10 Shoham Road LLC  
Mullen Road LLC  
16 Bailey Lane, LLC  
Babylon Realty LLC  
Wicks Building LLC  
3 Shoham Road, LLC  
Municipal Road Transfer Center LLC  
Shoham Road Transfer Center LLC

## PAYMENT BOND

Bond # K07975697

KNOW ALL MEN BY THESE PRESENTS, That, F&G Recycling, 15 Mullen Road, Enfield, CT 06082, as Principal, and Westchester Fire Insurance Company, 436 Walnut Street, Philadelphia, PA 19106, an Pennsylvania corporation, as Surety, are held and firmly bound unto the Town of Canton, 4 Market Street, Collinsville, CT 06022, as Obligee, in the sum of THREE THOUSAND THREE HUNDRED SIXTY and 00/100 Dollars (\$3,360.00), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

The Condition of this obligation is such, that:

WHEREAS, the above bounded Principal has entered into a certain written contract for the Disposal of Bulky Waste, with the above mentioned Obligee dated 17<sup>th</sup> day of September, 2012 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular matters and things in said contract set forth and specified to be by the said Principal kept, done and performed, at the time and in the manner in said contract and shall promptly make payment to all claimants as hereinafter defined, for all labor and material used in the performance of the Contract specified during the term of this bond, and shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

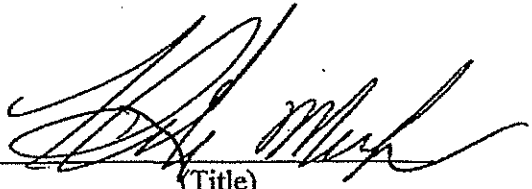
1. This bond is for the term beginning September 17, 2012 and ending September 16, 2013.
2. In the event of default by the Principal during the term of this bond the Surety shall be liable only for the payment of actual costs to the Obligee for labor and materials used to perform the contract up to the termination of the term of this bond and in no event shall the liability of the surety exceed the penal sum of this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the completion of the contract.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.

5. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.

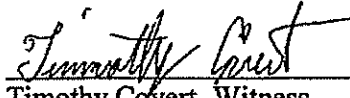
Signed and sealed this 20<sup>th</sup> day of September, 2012.


Principal: **F&G Recycling**

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
(Title)  
(Seal)

Surety: **Westchester Fire Insurance Company**

  
\_\_\_\_\_  
Timothy Covert, Witness

By:   
\_\_\_\_\_  
Sandra D. Cikraji, Attorney-In-Fact

(Seal)

**Power of Attorney**

**WESTCHESTER FIRE INSURANCE COMPANY**

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to-wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of power provided for in such written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person, executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Joy Bauer, Julie K. Bowers, Kathleen P. Price, Kathy J. Goe, Patricia A. Temple, Sandra D. Gicraji, all of the City of CLEVELAND, Ohio, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Three million dollars & zero cents (\$3,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of January 2012.

**WESTCHESTER FIRE INSURANCE COMPANY**



*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

On this 11 day of January, AD. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY, to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARY PUBLIC  
MARGIE E. BRANDT, Notary Public  
City of Philadelphia, Pennsylvania  
My Commission Expires September 28, 2014

*Margie E. Brandt*  
Margie E. Brandt, Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this \_\_\_\_\_ day of \_\_\_\_\_



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 11, 2014.

FD-301 (NOV. 2003)



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*Witness my hand and official seal, at HARTFORD, CT  
This 1<sup>st</sup> day of January 2011*

*Acting Insurance Commissioner*

Certificate of Authority and Compliance

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WESTCHESTER FIRE INSURANCE COMPANY - NAIC# 10030

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STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

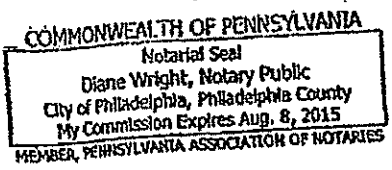
John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2011.

Sworn before me this April 17, 2012

[Signature]  
Vice President

[Signature]  
Notary Public

August 8, 2015  
My commission expires





**AGREEMENT OF INDEMNITY**

This Agreement of Indemnity ("AGREEMENT"), is made and entered into by the following individuals, partnerships and/or corporations F&G Recycling, LLC (#06-1264703)

as PRINCIPAL(s) and

INDEMNITOR(s)	Social Security or EIN Number	Mailing Address

as INDEMNITOR(s) and Westchester Fire Insurance Company, as SURETY.

**WITNESSETH**

WHEREAS, PRINCIPAL(s), in the performance of contracts and the fulfillment of obligations generally, whether solely in its own name or as co-venturer with others, may desire, or be required to give or procure certain BOND(s), and to renew, or continue or substitute the same from time to time with the same or different BOND amounts, and/or conditions or to refrain from canceling said BOND(s);

WHEREAS, at the request of PRINCIPAL(s) and/or INDEMNITOR(s) both and upon the express understanding that this AGREEMENT should be given, SURETY has executed or caused to be executed, and may from time to time hereafter execute or cause to be executed, said BOND(s) on behalf of the PRINCIPAL(s);

WHEREAS, PRINCIPAL(s) and INDEMNITOR(s) have a substantial, material and beneficial interest in the obtaining, renewing, continuing or substituting of BOND(s); and

WHEREAS, SURETY has relied upon and will continue to rely upon the representations of PRINCIPAL(s) and INDEMNITOR(s) as to their character, identity, control, beneficial and legal ownership, financial condition and existence in procuring or executing BOND(s).

NOW THEREFORE, in consideration of the above stated premises, and of other good and valuable consideration, the receipt of which is hereby acknowledged, PRINCIPAL(s) and INDEMNITOR(s) for themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, hereby covenant and agree with SURETY, its successors and assigns, as follows:

**DEFINITIONS**

**FIRST:** Where they appear in this AGREEMENT and any addenda hereto, the following terms are defined as set forth in this paragraph:

"BOND(s)" means an undertaking or a contract of suretyship, guaranty or indemnity, or an agreement, consent or letter to provide such an undertaking or contract, and the continuation, extension, alteration, renewal or substitution of such an undertaking, contract, agreement, consent or letter, whether with the same or different amounts or conditions, executed or procured by SURETY before or after the date of this AGREEMENT (excluding at the option of SURETY any BOND(s) which are written by SURETY in reliance upon another valid and enforceable agreement of indemnity in favor of SURETY).

"CONTRACT(s)" means an agreement executed between PRINCIPAL(s) and a third party, together with all associated documents (including, but not limited to, general and special conditions, specifications and drawings) or an undertaking made, obligation or duty assumed, either statutory or otherwise, for which SURETY executes or procures the execution of a BOND(s).

"EVENT OF DEFAULT" means any one or more of the following:

- A. Any notice of default by an obligee on any BOND(s) due to abandonment, forfeiture, breach of, or failure, refusal or inability to perform any CONTRACT or obligation contained therein or in the BOND(s) itself, whether actual or alleged;
- B. Any failure, delay, refusal or inability of PRINCIPAL(s) to pay claims, bills or other indebtedness incurred in, or in connection with the performance of any CONTRACT;
- C. The failure to perform, or comply with the terms, covenants or obligations in this AGREEMENT;
- D. The failure to pay or discharge, when due, all indebtedness of PRINCIPAL(s) and/or INDEMNITOR(s) to SURETY;
- E. An assignment by PRINCIPAL(s) for the benefit of creditors, or the appointment or an application by PRINCIPAL(s) for the appointment of a receiver or trustee for PRINCIPAL(s) or its property, solvent or not, or if proceedings for the appointment of a receiver or trustee for liquidation, reorganization or arrangement of PRINCIPAL(s) shall be initiated by others;
- F. If PRINCIPAL or INDEMNITOR is an individual, the death, disappearance, declaration of incompetence, conviction of a felony, imprisonment, or, if PRINCIPAL(s) and/or INDEMNITOR(s) is not an individual, any change in character, identity, control, arrangement, legal or beneficial ownership or existence of such PRINCIPAL(s) and/or INDEMNITOR(s);
- G. Any proceeding or the exercise of any rights by any individual or entity which deprives or impairs the PRINCIPAL's use of its plant, machinery, equipment, plan, drawings, tools, supplies or materials;



- H. In the event that CONTRACT(s), or any portion thereof, relates to the development of real property or construction of improvements upon real property: (i) the failure of PRINCIPAL(s) to pay for labor and materials ordered or used in connection with such development or construction of improvements; (ii) the diversion or non-use by PRINCIPAL(s) of loan funds, equity funds or materials intended by any lender, equity contributor or supplier of such funds or materials to be used and which are needed to perform the CONTRACT(s); or (iii) the voluntary or involuntary cessation or suspension of work required to be performed by PRINCIPAL(s) in connection with the CONTRACT(s);
- I. The failure of PRINCIPAL(s), INDEMNITOR(s) to promptly furnish accurate, complete and current financial statements upon request of SURETY or the furnishing of a financial statement which contains any material misstatement or misrepresentation whether intentional or unintentional;
- J. Any suspension, revocation or other material adverse change in the status of any license of PRINCIPAL(s) with any applicable licensing board or agency that is required to perform the CONTRACT(s) or discharge any obligation under any BOND(s); and
- K. The occurrence of any event other than specified in A. through J. herein which, in the SURETY's sole opinion, may expose SURETY to loss, cost or expense including, but not limited to, a material adverse change in the financial condition of the PRINCIPAL(s) and/or INDEMNITOR(s).

"PRINCIPAL(s)" means any individual or entity for which SURETY executes BOND(s) including any one, combination of, or all of the named individuals, partnerships, or firms or corporation set forth above, any of their present or future subsidiaries, affiliates, whether a corporation, partnership or other entity, their successors in interest, whether acting alone or in joint venture with others not named herein, including any such individual or entity for which SURETY executes BOND(s) or any unrelated individual or entity for which SURETY executes BOND(s) at the request of any INDEMNITOR(s).

"SURETY" means Westchester Fire Insurance Company and its successors, assigns, affiliates, associates and subsidiary companies.

#### NOTICE TO SURETY OF ANTICIPATED CHANGE IN NATURE OF PRINCIPAL(s)/INDEMNITOR(s)

**SECOND:** Written notice must be given by PRINCIPAL(s) and/or INDEMNITOR(s) at the earliest practical time of any anticipated change or negotiations entered into by PRINCIPAL(s) or INDEMNITOR(s) for any anticipated change in the character or identity of PRINCIPAL(s) or INDEMNITOR(s), or of a change of 5% or more in the beneficial or legal ownership of the stock of PRINCIPAL(s) and/or INDEMNITOR(s). Upon receipt of said notice, SURETY shall have the right to examine the books and records and other documents and information pursuant to the Sixteenth paragraph hereof.

#### INDEMNITY AND HOLD HARMLESS

**THIRD:** PRINCIPAL(s) and INDEMNITOR(s) shall exonerate, hold harmless, indemnify and keep indemnified SURETY from and against any and all claims, demands and liability for losses, costs, and expenses of whatsoever kind or nature, including but not limited to court costs, counsel fees, costs of investigation, consultant fees, accountant fees, engineer or construction management fees, together with interest thereon at the maximum rate allowed by law, which SURETY may sustain or incur by reason of or in consequence of the:

- A. Execution or procurement of the execution of BOND(s);
- B. Failure by PRINCIPAL(s) or INDEMNITOR(s) to perform or comply with any of the covenants or conditions of this AGREEMENT;
- C. Any Event of Default herein;
- D. Enforcement of any covenant of this AGREEMENT;
- E. Performance of any investigation, attempt or attainment of any release in connection with any BOND(s) or any loss or unpaid premium in connection with any BOND(s);
- F. Prosecution or defense of any action or claim in connection with any BOND(s), whether SURETY, at its own discretion, elects to employ counsel of its own selection or permits or requires PRINCIPAL(s) or INDEMNITOR(s) to make arrangements for SURETY's legal representation; and
- G. Attempt to recover losses or expenses paid or incurred in connection with this AGREEMENT, CONTRACT(s) and/or BOND(s).

Payment shall be made to SURETY by the PRINCIPAL(s) and/or INDEMNITOR(s) as soon as liability exists or is asserted against SURETY, whether or not SURETY shall have made any payment therefore. Such payment shall be equal to whatever amount SURETY, in its judgment, shall deem sufficient to protect it from loss. SURETY shall have the right to use the payment or any part thereof, in payment or settlement of any liability, loss or expense for which PRINCIPAL(s) and/or INDEMNITOR(s) would be obligated to indemnify SURETY under the terms of this AGREEMENT.

In the event of payment by SURETY, SURETY shall be entitled in any accounting with PRINCIPAL(s) or INDEMNITOR(s) to reimbursement for any and all disbursements made by it in good faith in and about the matters contemplated by this AGREEMENT under the belief that it was liable for the sums and amounts so disbursed, or that it was necessary or expedient to make such disbursements, whether or not such liability, necessity or expediency existed. Vouchers or other evidence of any such payments made by SURETY shall be prima facie evidence of the fact and amount of liability to SURETY. PRINCIPAL(s) and INDEMNITOR(s) shall pay to SURETY interest on all disbursements made by SURETY at the maximum rate permitted by law calculated from the date of each disbursement.

#### RESERVE-DEPOSIT

**FOURTH:** If for any reason the SURETY shall deem it necessary to establish or to increase a reserve to cover any possible liability or loss for which the PRINCIPAL(s) and INDEMNITOR(s) will be obligated to indemnify SURETY under the terms of this AGREEMENT, PRINCIPAL(s) and INDEMNITOR(s) will deposit with SURETY, immediately upon demand, a sum of money equal to such reserve and any increase thereof as collateral security to SURETY for such liability or loss.

SURETY shall have the right to use such deposit, or any part thereof, in payment or settlement of any liability, loss or expense for which PRINCIPAL(s) and/or INDEMNITOR(s) would be obligated to indemnify SURETY under the terms of this AGREEMENT. SURETY shall have no obligation to invest, or to provide a return on the deposit. PRINCIPAL(s) and INDEMNITOR(s) shall be entitled to the return of any unused portion of the deposit upon termination of the liability of SURETY on the BOND(s) and the performance by PRINCIPAL(s) and INDEMNITOR(s) under the terms of this AGREEMENT.

SURETY's demand shall be sufficient if sent by REGISTERED or CERTIFIED MAIL to the PRINCIPAL(s) and INDEMNITOR(s) at the addresses stated herein, or at the addresses last known to SURETY, whether or not such demand is actually received.

#### ADVANCES

**FIFTH:** INDEMNITOR(s) hereby authorize and empower SURETY, within SURETY's sole discretion, to guarantee loans, extend SURETY credit, advance, or to lend PRINCIPAL(s) any money, which SURETY may see fit for the purpose of completing CONTRACT(s) or discharging obligations under BOND(s) including such overhead as might be necessary and all such guarantees, credit, advances or loans as well as all costs and expenses incurred by SURETY in relation thereto shall be presumed to be a loss for which PRINCIPAL(s) and INDEMNITOR(s) shall be responsible under this AGREEMENT, notwithstanding that said money or any part thereof should not be used by PRINCIPAL(s).

#### TRUST FUND

**SIXTH:** All payments received for or on account of any CONTRACT(s) shall be held in a trust fund to assure the payment of obligations incurred or to be incurred in the performance of any CONTRACT(s) and for labor, materials, and services furnished in the prosecution of the work under any CONTRACT(s) or any extensions or modifications thereto. All monies due and to become due under any CONTRACT(s) are also trust funds, whether in the possession of PRINCIPAL(s), INDEMNITOR(s) or otherwise. The trust funds shall be for the benefit and payment of all obligations for which SURETY may be liable under any BOND(s). The trust funds shall inure to the benefit of SURETY for any liability or loss it may have or sustain under any BOND(s), and this AGREEMENT and declaration constitute notice of such trust. The trust funds, unless otherwise restricted or regulated by state or local laws, can be commingled with other funds, but the trust fund nature and purpose as stated in this paragraph shall not be modified nor waived by this commingling provision.

#### FUNDS CONTROL

**SEVENTH:** Upon demand by SURETY, PRINCIPAL(s) shall implement the trust or trusts provided for in the SIXTH paragraph of this AGREEMENT by the creation of an account or accounts with a bank or similar depository designated by SURETY, which account or accounts shall be designated as a trust account or accounts for the deposit of such trust funds, and shall deposit therein all monies received for or on account of any CONTRACT(s). Withdrawals from such accounts shall be by check or similar instrument signed by a representative of SURETY. Said trust shall terminate on the payment of all the obligations under the CONTRACT(s) for which the account was created.

#### ASSIGNMENT

**EIGHTH:** With respect to each BOND(s) executed by SURETY, PRINCIPAL(s) (with INDEMNITOR(s) hereby consenting), assigns, transfers and conveys to SURETY but subject to the trust created herein:

- A. All monies due or to become due to PRINCIPAL(s) arising out of or in any way related to CONTRACT(s) covered by BOND(s), including but not limited to, progress payments, deferred payments, retained percentages, compensation for extra work, undisbursed loan funds, deposit or reserve accounts, and all collateral pledged by PRINCIPAL(s) and INDEMNITOR(s) to third parties in connection with the CONTRACT(s) or BOND(s);
- B. All of the rights of PRINCIPAL(s) in, or arising in any manner out of, all CONTRACT(s) or BOND(s);
- C. All of the rights, title and interest of the PRINCIPAL(s) in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site or sites of any and all of the work under CONTRACT(s) or BOND(s) or elsewhere, including materials purchased for or chargeable to any and all such CONTRACT(s) or BOND(s), which may be in the process of manufacture or construction, in storage elsewhere, or in transportation to any and all of said sites;
- D. All of the rights, title and interest of the PRINCIPAL(s) in and to all subcontracts let or to be let in connection with CONTRACT(s) or BOND(s), and in and to all SURETY bonds in favor of PRINCIPAL(s) as obligee relating to such CONTRACT(s) or BOND(s);
- E. All of the rights, title and interest of PRINCIPAL(s) in and to any actions, causes of action, claims, demands or proceeds of such actions, causes of action, claims or demands whatsoever which PRINCIPAL(s) may have or acquire against any party in connection with the CONTRACT(s) including but not limited to those against obligees on BOND(s) design professionals, subcontractors, laborers or materialmen or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools, inventory or other equipment in connection with or on account of any CONTRACT(s) and against any SURETY or sureties of any obligee, subcontractor, laborer, or materialmen;
- F. All monies due or to become due to PRINCIPAL(s) or INDEMNITOR(s) on any policy of insurance relating to any claims or suits arising out of CONTRACT(s) or BOND(s) including, but not limited to, claims or suits under builders risk, fire or employee dishonesty policies, including premium refunds;
- G. Any and all rights, title and interest in or use of any patent, copyright or trade secret which is or may be necessary for completion of CONTRACT(s); and
- H. The above assignment rights are in addition to and not in substitution of any other rights of SURETY arising by operation of law or otherwise.

The above assignments shall become effective as of the date of this AGREEMENT or the date of the BOND(s) whichever occurs first. SURETY agrees to forbear exercising the rights granted to it under this Eighth paragraph until the occurrence of an EVENT OF DEFAULT. Upon the occurrence of an EVENT OF DEFAULT, PRINCIPAL(s) authorizes and empowers SURETY, or any person or persons designated by SURETY, to execute in the name of PRINCIPAL(s) any instruments deemed necessary or desirable by SURETY to provide absolute title to SURETY of any funds, property and rights as are hereby assigned, transferred or conveyed, and PRINCIPAL(s) hereby authorize SURETY or any person or persons designated by SURETY to take immediate possession of such funds, property and rights, to collect such sums as may be due and to endorse, in the name of the PRINCIPAL(s) and to collect any checks, drafts, warrants and or other instruments made and issued in payment of such sums.

SURETY is authorized to assert and prosecute any right or claim assigned in this AGREEMENT in the name of PRINCIPAL(s) and to compromise and settle such right or claim on such terms as it considers reasonable.

SURETY may sell any property assigned to it pursuant to this AGREEMENT at public or private sale, with or without notice, at any time or place, without incurring liability of any kind to PRINCIPAL(s) or INDEMNITOR(s).

#### SETTLEMENTS

**NINTH:** SURETY shall have the exclusive right in its name or in the name of PRINCIPAL(s) or INDEMNITOR(s) to adjust, settle or compromise any claim, counterclaim, demand, suit or judgment involving any BOND(s) or to take whatever action it may deem necessary, expedient or appropriate. SURETY's determination as to whether any such claim, counterclaim, demand, suit or judgment should be settled shall be binding and conclusive upon PRINCIPAL(s) and INDEMNITOR(s). The vouchers or other evidence of any such payments made by SURETY shall constitute prima facie evidence of the fact and amount of liability of PRINCIPAL(s) and INDEMNITOR(s) to SURETY.

#### PERFECTION OF SECURITY INTEREST

**TENTH:** This AGREEMENT shall constitute a Security Agreement and a Financing Statement for the benefit of SURETY in accordance with the Uniform Commercial Code and any similar statute and may also be used by SURETY without in any way abrogating, restricting or limiting the rights of SURETY. SURETY may add such schedules to this AGREEMENT describing specific items of collateral covered hereunder as shall be necessary. For the purpose of recording this AGREEMENT, a photocopy of this AGREEMENT acknowledged before a Notary Public as being a true copy hereof shall be regarded as an original.

#### ATTORNEY-IN-FACT

**ELEVENTH:** PRINCIPAL(s) and INDEMNITOR(s) hereby irrevocably nominate, constitute designate and appoint SURETY or any person or persons designated by SURETY as attorney in fact with the right to exercise all of the rights assigned, transferred and set over to SURETY by this AGREEMENT including but not limited to Financing Statements under the Uniform Commercial Code, disbursement of loan proceeds, endorsement of checks or other instruments payable to PRINCIPAL(s) and/or INDEMNITOR(s) under CONTRACT(s) and to execute and deliver any and all additional instruments or documents deemed necessary or desirable by SURETY:

- A. To vest in SURETY absolute title to any and all monies, property and rights hereby assigned, and
- B. To provide the protection and rights to SURETY contemplated by all of the provisions of this AGREEMENT.

PRINCIPAL(s) and INDEMNITOR(s) hereby ratify and confirm all acts and actions taken and done by SURETY as such Attorney-in-Fact.

#### TAKEOVER

**TWELFTH:** Upon occurrence of any EVENT OF DEFAULT, SURETY, at its discretion, shall have the right, but not the obligation conferred upon it by law or by the terms of this AGREEMENT, to take possession of any part or all of the work under CONTRACT(s), at the expense of PRINCIPAL(s) and INDEMNITOR(s), to complete or arrange for completion of the work, and to take such steps which, at its discretion, SURETY may deem advisable or necessary to obtain SURETY's release or to avoid or mitigate loss.

In the event that the CONTRACT(s) and/or BOND(s) relate to the performance of a subdivision agreement between PRINCIPAL(s) and a public entity, and an EVENT OF DEFAULT occurs, SURETY shall have the right, but not the obligation, to revert to acreage the real property which is the subject of the subdivision improvement agreement.

#### DECLINATION OF SURETYSHIP

**THIRTEENTH:** SURETY may decline to execute any BOND(s) applied for and the PRINCIPAL(s) and INDEMNITOR(s) shall have no cause of action against SURETY in consequence of its failure to execute any BOND(s). If SURETY executes or provides a bid bond or proposal bond, SURETY retains the right to decline to execute the final bond (including, but not limited to, performance, payment or maintenance bonds) that may be required in connection with any award that may be made under the bid or proposal. Evidence of custom and usage will have no bearing on SURETY's right to decline suretyship under this paragraph.

#### NOTICE OF EXECUTION

**FOURTEENTH:** INDEMNITOR(s) hereby waive notice of the execution of any BOND(s) and of the acceptance of this AGREEMENT by SURETY. PRINCIPAL(s) and INDEMNITOR(s) hereby waive all notice of any default, or any other act or acts giving rise to any claim under said BOND(s), as well as notice of any and all liability of SURETY under said BOND(s). PRINCIPAL(s) and INDEMNITOR(s) shall continue to be bound under this AGREEMENT, notwithstanding lack of notice to which they may have been otherwise entitled and notwithstanding any defenses that they would have been entitled to raise.

#### RIGHT TO INFORMATION

**FIFTEENTH:** PRINCIPAL(s) and INDEMNITOR(s) will furnish SURETY such information as it may request from time to time concerning the financial condition of PRINCIPAL(s) and INDEMNITOR(s), the status of work under any CONTRACT(s), and/or the payment of obligations in connection therewith.

#### BOOKS AND RECORDS

**SIXTEENTH:** At any time during this AGREEMENT and until such time as the liability of SURETY under all BOND(s) is terminated and SURETY is fully reimbursed all amounts due under this AGREEMENT, SURETY shall have the right of access to the books, records, accounts, documents, computer software, and other computer stored information of PRINCIPAL(s) and INDEMNITOR(s), wherever located, for the purpose of inspection, copying or reproduction. Any financial institution, depository, warehouse, supply house, or other person, firm or corporation, when requested by SURETY, is hereby authorized and required to furnish SURETY any and all information requested including, but not limited to: (i) the status of the work under any CONTRACT(s) being performed by PRINCIPAL(s); (ii) the condition of performance of any CONTRACT(s); (iii) payments or pending payments of accounts including undisbursed loan proceeds; and (iv) full information about all bank accounts and loans and any collateral deposited in connection therewith. Upon SURETY's request, PRINCIPAL(s) and INDEMNITOR(s) shall immediately deliver to SURETY, or its designee, at a time and place and in a manner determined by SURETY, such books, records, accounts, documents, computer software and other computer stored information, and contracts in whatever form, as and when requested by SURETY.

#### PREMIUMS

**SEVENTEENTH:** PRINCIPAL(s) and INDEMNITOR(s) shall pay all premiums and charges of SURETY for the BOND(s) and for all policies of insurance whether procured from SURETY or from other insurance companies until PRINCIPAL(s) and INDEMNITOR(s) shall serve evidence satisfactory to SURETY of its discharge or release from all BOND(s) and all liability by reason thereof. The failure of PRINCIPAL(s) or INDEMNITOR(s) to pay premiums shall not constitute a defense to an action under this AGREEMENT.

#### DISCHARGE FROM SURETYSHIP

**EIGHTEENTH:** PRINCIPAL(s) and INDEMNITOR(s) will, upon request of SURETY, take action to procure the discharge of SURETY from any BOND(s) and from any liability thereof. SURETY may, at any time take such action as it deems necessary or proper to obtain its release from any and all liability under any BOND(s). Upon discharge or release, SURETY shall return to PRINCIPAL(s) any portion of premium paid which is unearned as a result of such discharge provided that PRINCIPAL(s) is not indebted to SURETY for any other reason.

#### SURETYSHIP COVERED

**NINETEENTH:** This AGREEMENT applies to all BOND(s) executed or procured by SURETY for the PRINCIPAL(s) in his own name or as co-venturer with others, whether prior to or subsequent to the execution and delivery of this AGREEMENT and from time to time until this AGREEMENT is terminated in accordance with its terms.

#### PROTECTION OF OTHER SURETIES

**TWENTIETH:** If SURETY procures the execution of any BOND(s) by other sureties or executes the BOND(s) with co-sureties, or reinsures any portion of said BOND(s) with reinsuring sureties, then all the terms and conditions of this AGREEMENT shall inure to the benefit, as their interests may appear, of such other sureties, co-sureties and reinsurers who shall have the right to maintain an action or actions on this AGREEMENT to enforce their rights hereunder.

#### WAIVER OF HOMESTEAD RIGHT

**TWENTY FIRST:** PRINCIPAL(s) and/or INDEMNITOR(s) waive, so far as their respective obligations under this AGREEMENT are concerned, all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution or sale or other legal process under the laws of any state, territory or possession of the United States.

#### NOTICE TO SURETY

**TWENTY SECOND:** PRINCIPAL(s) and INDEMNITOR(s) shall promptly provide all written notices to SURETY required in this AGREEMENT at 436 Walnut Street, WA10F, Philadelphia PA 19106, Attention: Surety Department, including but not limited to the following events:

- A. Notice by any obligee on any BOND(s) for PRINCIPAL(s) that PRINCIPAL(s) is in default on any BOND(s) and/or CONTRACT(s) or has failed or refused to perform any CONTRACT(s);
- B. Notice by any obligee on any BOND(s) for PRINCIPAL(s) that PRINCIPAL(s) cure its performance or show cause as to the reason(s) PRINCIPAL(s) should not be terminated or defaulted on any BOND(s) or CONTRACT(s); and
- C. Notice by obligee that there has been a material change in the CONTRACT(s) in connection with the scope of work, the contract amount, the time or method for completion of such CONTRACT(s).

#### CONSENT TO CHANGES

**TWENTY THIRD:** SURETY is authorized, without notice to or knowledge of PRINCIPAL(s) or INDEMNITOR(s), to assent to any change whatsoever in any BOND(s) and any CONTRACT(s) including, but not limited to, any change in the time for completion of CONTRACT(s) and for payments or advances thereunder, to assent to or to take any assignment or assignments, to execute or consent to execution of any continuations, extensions, renewals, enlargements, modifications, changes or alterations of any BOND(s) and to execute any substitute or substitutes therefore, with the same or different conditions, provisions and obligees and with the same or larger penalties, and PRINCIPAL(s) and INDEMNITOR(s) shall remain bound under the terms of this AGREEMENT even though any such assent by SURETY does or may substantially increase the liability of PRINCIPAL(s) and INDEMNITOR(s).

#### SUBORDINATION OF INDEMNITORS

**TWENTY FOURTH:** PRINCIPAL(s) and INDEMNITOR(s) waive and subordinate all rights of indemnity, subrogation and contribution of each against the other until all obligations to SURETY under this AGREEMENT, at law or in equity, have been fully satisfied.

#### ELECTION OF REMEDIES

**TWENTY FIFTH:** All rights and remedies of SURETY under this AGREEMENT shall be cumulative, and the exercise of or failure to exercise, any right or remedy at anytime shall not be an election of remedy or a waiver of any other right or remedy. Failure of SURETY to pursue any remedy against any one or more of PRINCIPAL(s) and INDEMNITOR(s) shall not release or waive any right against any other of the PRINCIPAL(s) and/or INDEMNITOR(s).

#### OTHER INDEMNITY

**TWENTY SIXTH:** The rights, powers and remedies given to SURETY by this AGREEMENT shall be and are in addition to, and not in lieu of, any and all other rights, powers, and remedies which SURETY may have or acquire against PRINCIPAL(s) and INDEMNITOR(s) or others whether by the terms of any other agreement, by operation of law or otherwise.

PRINCIPAL(s) and INDEMNITOR(s) shall continue to remain bound under this AGREEMENT even though SURETY may have, at any time either prior to or after the execution of this AGREEMENT, with or without knowledge of PRINCIPAL(s) and INDEMNITOR(s), accepted or released other agreements of indemnity from PRINCIPAL(s), INDEMNITOR(s) or others or released collateral held in connection with the execution of BOND(s) or other policies of insurance.

#### PARTIAL INVALIDITY OR EXECUTION

**TWENTY SEVENTH:** If any of the persons named herein as PRINCIPAL(s) and INDEMNITOR(s) fails to execute this AGREEMENT or if the execution hereof by any of the PRINCIPAL(s) and INDEMNITOR(s) shall be defective or invalid for any reason, such failure, defect or invalidity shall not in any manner diminish or otherwise affect the obligation or liability hereunder of any other PRINCIPAL(s) and INDEMNITOR(s).

Failure of the PRINCIPAL(s) to sign any BOND(s) shall not relieve the PRINCIPAL(s) and INDEMNITOR(s) of liability under this AGREEMENT.

If any provision or provisions of this AGREEMENT are held to be void or unenforceable under the laws of the place governing its construction or enforcement, this AGREEMENT shall not be void or unenforceable thereby but shall continue in effect and be enforceable as though such provision or provisions were omitted.

#### SEPARATE ACTION SETTLEMENT

**TWENTY EIGHTH:** Separate suits may be brought on this AGREEMENT against any and all of the PRINCIPAL(s) and INDEMNITOR(s) and the bringing of the suit or the recovery of a judgment upon any cause of action shall not prejudice or bar the bringing of another suit or suits at any time.

SURETY is hereby expressly authorized to settle any claim based upon this AGREEMENT with any one or more of PRINCIPAL(s) and/or INDEMNITOR(s) individually, and such settlement or compromise shall not affect the liability of any of the rest of the PRINCIPAL(s) and INDEMNITOR(s).

**SET OFF**

**TWENTY NINTH:** SURETY may reduce the amount of PRINCIPAL's and INDEMNITOR's liability to SURETY hereunder by applying to such liability any money payable to PRINCIPAL(s) and/or INDEMNITOR(s) by SURETY. The money payable to PRINCIPAL(s) or INDEMNITOR(s) may be, but is not limited to, any money payable by SURETY as an insurer of PRINCIPAL(s) or INDEMNITOR(s) or as an insurer of any other individual or legal entity, or any money payable to PRINCIPAL(s) or INDEMNITOR(s) as a return of unearned or other premium, or money payable to settle a claim of PRINCIPAL(s) or INDEMNITOR(s) against SURETY or any individual or legal entity insured or bonded by SURETY.

**WAIVER AND MODIFICATION**

**THIRTIETH:** The rights and remedies afforded to SURETY by the terms of this AGREEMENT may not be waived or modified orally and no written change or modification shall be effective until signed by an officer of SURETY.

**TERMINATION**

**THIRTY FIRST:** This is a continuing AGREEMENT which remains in full force and effect until terminated. If PRINCIPAL(s) or INDEMNITOR(s) previously executed a similar agreement of indemnity in favor of SURETY, SURETY's accepting this AGREEMENT neither terminates nor relieves PRINCIPAL(s) or INDEMNITOR(s) from such similar agreements unless terminated in accordance with the terms and conditions of such similar agreements.

This AGREEMENT may be terminated as to PRINCIPAL(s) or any INDEMNITOR(s) upon written notice sent by registered or certified mail to SURETY at its offices at 436 Walnut Street, WA10F, Philadelphia, PA 19106.

Termination of this AGREEMENT shall not be effective until thirty (30) days after receipt of said written notice by SURETY.

Termination of this AGREEMENT shall not relieve PRINCIPAL(s) or INDEMNITOR(s) from liability to SURETY arising out of BOND(s) executed, provided or procured by SURETY on behalf of PRINCIPAL(s) prior to the effective date of such termination.

IN WITNESS WHEREOF, THE UNDERSIGNED has/have executed this AGREEMENT this 17th day of September, 2012.

PRINCIPAL(s): F&G Reproving, Inc

By \_\_\_\_\_  
Name and Title Frank Antonacci, Member

Address 15 Mullen Rd., Enfield, CT 06082

By \_\_\_\_\_  
Name and Title \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_  
Name and Title \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_  
Name and Title \_\_\_\_\_

Address \_\_\_\_\_

INDEMNITOR(s): \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_

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By \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

FOR NOTARIAL ACKNOWLEDGMENT OF PRINCIPAL(S)/INDEMNITOR(S)

CORPORATE/LLC ACKNOWLEDGMENT

State of Connecticut  
County of Hartford ss:

On this 17th day of September, 2012, before me personally came Frank Antonacci to me known, who being by me duly sworn, deposed and says that (he)(she) is the Member of E&G Recycling, LLC, the corporation described in and which executed the foregoing Agreement; that (he)(she) knows the seal of the said corporation/company; that the seal affixed to the said Agreement is such corporate/company seal; that it was so affixed by the order of the Board of Directors of said corporation/company, and that (he)(she) signed (his)(her) name thereto by like order.

[Signature]  
(Signature of Notary Public)  
My commission expires 7/31/17

CORPORATE/LLC ACKNOWLEDGMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, deposed and says that (he)(she) is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing Agreement; that (he)(she) knows the seal of the said corporation/company; that the seal affixed to the said Agreement is such corporate/company seal; that it was so affixed by the order of the Board of Directors of said corporation/company, and that (he)(she) signed (his)(her) name thereto by like order.

\_\_\_\_\_  
(Signature of Notary Public)  
My commission expires \_\_\_\_\_

CORPORATE/LLC ACKNOWLEDGMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, deposed and says that (he)(she) is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing Agreement; that (he)(she) knows the seal of the said corporation/company; that the seal affixed to the said Agreement is such corporate/company seal; that it was so affixed by the order of the Board of Directors of said corporation/company, and that (he)(she) signed (his)(her) name thereto by like order.

\_\_\_\_\_  
(Signature of Notary Public)  
My commission expires \_\_\_\_\_

CORPORATE/LLC ACKNOWLEDGMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, deposed and says that (he)(she) is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing Agreement; that (he)(she) knows the seal of the said corporation/company; that the seal affixed to the said Agreement is such corporate/company seal; that it was so affixed by the order of the Board of Directors of said corporation/company, and that (he)(she) signed (his)(her) name thereto by like order.

\_\_\_\_\_  
(Signature of Notary Public)  
My commission expires \_\_\_\_\_

PARTNERSHIP ACKNOWLEDGMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally comes \_\_\_\_\_ a member of the co-partnership of \_\_\_\_\_ to me known and known to me to be the person(s) who (is)(are) described in and who executed the foregoing Agreement; and acknowledge(s) to me that (he) (she) executed the same as and for the act and deed of the said co-partnership.

\_\_\_\_\_  
(Signature of Notary Public)  
My commission expires \_\_\_\_\_

PARTNERSHIP ACKNOWLEDGMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally comes \_\_\_\_\_ a member of the co-partnership of \_\_\_\_\_ to me known and known to me to be the person(s) who (is)(are) described in and who executed the foregoing Agreement; and acknowledge(s) to me that (he) (she) executed the same as and for the act and deed of the said co-partnership.

\_\_\_\_\_  
(Signature of Notary Public)  
My commission expires \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person(s) who (is)(are) described in and who executed the foregoing Agreement; and acknowledge(s) to me that (he) (she) executed the same.

\_\_\_\_\_  
(Signature of Notary Public)  
My commission expires \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person(s) who (is)(are) described in and who executed the foregoing Agreement; and acknowledge(s) to me that (he) (she) executed the same.

\_\_\_\_\_  
(Signature of Notary Public)  
My commission expires \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person(s) who (is)(are) described in and who executed the foregoing Agreement; and acknowledge(s) to me that (he) (she) executed the same.

\_\_\_\_\_  
(Signature of Notary Public)  
My commission expires \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person(s) who (is)(are) described in and who executed the foregoing Agreement; and acknowledge(s) to me that (he) (she) executed the same.

\_\_\_\_\_  
(Signature of Notary Public)  
My commission expires \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person(s) who (is)(are) described in and who executed the foregoing Agreement; and acknowledge(s) to me that (he) (she) executed the same.

\_\_\_\_\_  
(Signature of Notary Public)  
My commission expires \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person(s) who (is)(are) described in and who executed the foregoing Agreement; and acknowledge(s) to me that (he) (she) executed the same.

\_\_\_\_\_  
(Signature of Notary Public)  
My commission expires \_\_\_\_\_