

**HOUSEHOLD HAZARDOUS WASTE
COLLECTION AND DISPOSAL AGREEMENT**

THIS HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL AGREEMENT (“Agreement”) is made and entered into as of this _____ day of June, 2021, by and between the **TOWN OF WILTON**, a Connecticut municipal corporation (the “Town”) and **CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**, a Massachusetts corporation, having a principal place of business at 42 Longwater Drive, Norwell, MA 02061, and with a Connecticut place of business at 761 Middle Street, Bristol, CT 06010 (the “Contractor”).

RECITALS

WHEREAS, the Town and the Connecticut cities of Norwalk and Stamford and the Connecticut towns of Darien, Greenwich, New Canaan, and Westport (the “Cooperating Communities”) are parties to an Inter-Community Agreement for Cooperation in the Conduct of Household Hazardous Waste Collection Days, dated April 2009, a copy of which is attached hereto and incorporated herein as **Exhibit H**; and

WHEREAS, the City of Norwalk, for itself and as agent for the other Cooperating Communities, issued a Request for Proposals for Household Hazardous Waste Collection, Project Number 4079, dated 10/26/2020, a copy of which is attached hereto and incorporated herein as **Exhibit A** (the “RFP”); and

WHEREAS, the Contractor responded to the RFP with a proposal dated November 9, 2020, a copy of which is attached hereto and incorporated herein as **Exhibit B** (the “Contractor’s Proposal”); and

WHEREAS, the Contractor was chosen as the successful bidder for the work described in the RFP; and

WHEREAS, the Town is in need of a service provider to conduct its household hazardous waste collection and disposal program events as provided in this Agreement, the RFP and the Contractor’s Proposal (the “Project”) as a means of providing its residents and the residents of the other Cooperating Communities with the opportunity and the means to arrange for the safe and environmentally appropriate collection and disposal of household hazardous wastes; and

WHEREAS, Contractor has represented that it is qualified and capable of providing such services under the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

The above Recitals, the RFP, the Contractor’s Proposal, and all other Exhibits to this Agreement are incorporated herein by reference and shall constitute a part of this Agreement as if set forth in the body of this Agreement and shall be included in the definition of the term “Agreement”, as used in this Agreement.

1. **ENGAGEMENT OF CONTRACTOR**

A. **Engagement.** Based on the representations of the Contractor set out in the Contractor's Proposal, the Town hereby retains the Contractor to perform the services described in the RFP and this Agreement (collectively, the "Services") in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. **Town Contact Person.** The person in charge of administering this Agreement on behalf of the Town shall be the Director of Environmental Affairs of the Town (the "Director"), or such other person as may be designated in writing by such Director.

2. **SERVICES TO BE PERFORMED BY CONTRACTOR**

A. **Scope of Services.** The Contractor shall perform the Services in a professional and timely manner, in order to meet the Town's needs and requirements and in accordance with the terms and requirements of this Agreement. In the event of any conflict or any inconsistency among any provisions of this Agreement, the RFP and the Contractor's Proposal, the provision imposing the greater obligation on the part of the Contractor shall control.

B. **Independent Contractors.** The parties understand that the Contractor is retained solely for the purposes of performing the Services described herein and only to the extent set forth in this Agreement. The Contractor's relationship to the Town and any of its departments shall, during the term of this Agreement, be that of an independent contractor. As such, the Contractor shall have and maintain complete control over all its employees, agents and operations. Neither the Contractor, its agents or anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the Town. Neither the Town or its employees, agents, officials, or volunteers shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the Contractor.

C. **Changes in Scope of Services.** The Town may, from time to time, request changes in the scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Town and the Contractor, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

D. **Handling of Hazardous Waste; Residents of Cooperating Communities Only.** Contractor shall accept, classify, log, separate, handle, containerize, label, transport and dispose of, or cause to be accepted and disposed of, all household hazardous waste (hereinafter "Household Hazardous Waste" or "Wastes") as defined by the United States Environmental Protection Agency ("EPA"): solid wastes discarded from homes or similar sources as listed in applicable laws and regulations, as in either hazardous wastes or wastes that exhibit any of the following characteristics as defined in 40 C.F.R. Parts 261.21 through 261.24: ignitability, corrosivity, reactivity, and toxicity, in compliance with all applicable laws, rules, regulations and ordinances. Wastes shall be accepted only from verified residents of the Cooperating Communities, and only in such amounts as may be permitted hereunder. The Contractor shall be responsible for all costs associated with Wastes collected from people or entities that are not residents of the Cooperating Communities.

E. Collection Days. Each Hazardous Waste Collection Day (“Collection Day”) under this Agreement shall be held at **Miller/Driscoll School, 214 Wolfpit Road, Wilton, Connecticut**, or such other location as may be selected by the Town with reasonable written notice to Contractor (the “Site”). Contractor shall provide at the Site on the designated Collection Days an employee or agent of Contractor (the “Site Chemist”) trained in the identification and handling of all hazardous and acutely hazardous waste as defined by Federal, State and local laws, rules, regulations and ordinances and such additional employees or agents and such materials and equipment as are necessary to receive, classify, log, separate, handle, containerize, label, load, and transport all such Wastes out from the Site in a manner conforming to Federal, State, and local laws, rules, regulations and ordinances and in a manner convenient to participants and with as little delay as reasonably possible. Contractor shall provide an adequate number of professional staff at the Site at such days and times as are required for each Collection Day.

F. Handling of Hazardous Waste. After identification of the materials, Contractor shall collect, segregate, consolidate or lab pack all collected Household Hazardous Waste materials prior to labeling. Contractor shall use its best efforts to maximize the reduction and recycling of all Wastes. Contractor shall consolidate all Household Hazardous Waste materials to the maximum extent possible consistent with personnel and public safety and cost- effective management, and, at the end of each Collection Day, shall remove such Household Hazardous Waste materials from the Site and shall transport such Wastes to the Contractor's Treatment, Storage or Land Disposal Facility (the “TSDF”) or other approved facility as listed on **Exhibit C** attached hereto, in compliance with all applicable Federal, State and local laws, regulations, rules and orders, including requirements for manifesting, labeling, and placarding. Household Hazardous Waste materials not consolidated to the maximum extent possible at the Site shall be removed from the Site and transported to the TSDF.

G. Collection Vehicles, Transportable Storage Units, and Supplies. Contractor shall provide all Collection Vehicles, Transportable Storage Units and supplies required for collection, transportation and management of the Household Hazardous Wastes and such Collection Vehicles and Transportable Storage Units shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances.

H. Equipment and Supplies. At the Site on each Collection Day, Contractor shall furnish all equipment and supplies necessary to comply with Federal, State and local laws, rules, regulations and orders, including but not limited to: a tent to cover collection tables and packing area, safety equipment, storage barrels, absorbent, labels, shipping papers, hand trucks, barrel loading equipment, first aid kits, eye wash and safety showers, fire extinguishers, identification testing equipment for use at the Site as well as an itemized list of necessary supplies and unit costs for the same.

I. Transportation to Licensed Facilities. Contractor shall transport all Wastes to duly licensed facilities listed on **Exhibit C** for legal and proper disposal by environmentally sound methods in full compliance with all applicable Federal, State and local laws, rules, regulations and ordinances. Wastes may be disposed of at equivalent disposal facilities not listed on **Exhibit C** only upon written notification to the Town and with express written approval to do so from the Town.

J. Subcontracting of Transportation Companies. Contractor may subcontract with transportation companies licensed and fully insured for such transportation of Wastes upon giving reasonable prior written notice to the Town of its intention, and upon such subcontracting Contractor shall be as fully responsible to the Town for the acts and omissions of its subcontractors as it is for the acts and omissions of people directly employed by it. Contractor shall require each subcontractor approved by the Town to agree in its contract to observe and be bound by all obligations and conditions of this Agreement to which Contractor is bound, and Contractor shall obtain from each subcontractor certificates of insurance evidencing all of the insurance required by this Agreement.

K. Landfilling. Contractor shall make every reasonable effort to employ all other reasonable and legal disposal alternatives before permitting the landfilling of any Household Hazardous Waste materials and, in the event any Household Hazardous Wastes are landfilled, Contractor shall certify in writing to the Town that no other reasonable alternatives were available and that such landfilling complies with all Federal, State and local laws, ordinances, rules, orders or regulations.

L. Compliance. Contractor shall not use or allow the use of public or private property or any part thereof, for any purpose in violation of any Federal, State or local law, ordinance, rule, order or regulation. In the performance of this Agreement the Contractor shall comply with all Federal, State and local environmental protection, sanitary and health codes. If Contractor fails to any extent to comply with applicable requirements, this Agreement shall be subject to termination without further obligation on the part of the Town.

M. Permits. Prior to the first Collection Day, Contractor shall submit to the Director all applicable Federal, State and local permits needed in connection with the conduct of the event as contemplated hereunder including, but not limited to, those necessary to operate any Household Hazardous Waste Collection Vehicle or Transportable Storage Unit.

N. Records and Reports. Contractor shall provide all required reporting related to its Services under this Agreement to the State of Connecticut Department of Energy and Environmental Protection (“DEEP”), to the similar agencies of any other States as required to the Town and the EPA, and shall assume responsibility for continuing compliance with all Federal, State and local health, safety and environmental laws, rules, regulations and ordinances. Contractor shall provide the Town with a complete tracking report of each container of Household Hazardous Waste collected at each Site from the point of generation to the final disposal Site, including the type and methods of waste management used, with such information being broken down by product waste characteristic categories and specifying the name and address of the facility to which the material will be sent. This report shall be provided to Town no later than six (6) months following the date of the collection. Contractor shall keep records on a product basis, using a computerized database compatible with the Town’s systems.

O. Operations Manual and Contingency Plan. Contractor shall prepare, to the satisfaction of DEEP and the Town, an Operations Manual and Contingency Plan based on the permit application. The Operations Manual and Contingency Plan shall address each of the items identified in the DEEP’s Guidelines for Permit Applications and the operations of the Collection

Program. This manual shall include but not be limited to the operation and management plan for each Site including but not limited to, the following information:

- Traffic Plan
- Management Responsibilities
- Fire Protection
- Equipment Requirements
 - o Building design
 - o Storage capacity
 - o Secondary containment/overhead cover
 - o Emergency equipment
- Record Keeping Systems
- Operational Maintenance
 - o Waste management
 - o Packing procedures
 - o Bulking/consolidation
 - o “Unknown” waste procedure
 - o “Unacceptable” waste procedure
 - o Pick-up and disposal procedure
 - o Inspection and maintenance procedures
- Emergency and Safety Procedures
 - o Emergency response plans
 - o Spills, leaks and corroding containers
 - o Fire and other emergencies
 - o Safety procedures for personnel

P. Technical Assistance and Information. Contractor shall provide additional technical assistance to the Town by providing any reasonably requested information for developing public education programs and carrying out other tasks associated with the Town’s Household Hazardous Waste collection program. Contractor agrees to conduct a meeting with Town officials at a time mutually agreeable to Contractor and such officials to discuss Site specific safety and logistical concerns prior to each Collection Day.

Q. Unknown, Unidentifiable, or Disqualified Substances. Contractor shall test, accept or reject and appropriately manage any unknown or unidentifiable substances. Contractor reserves the right to reject any waste that, in its sole discretion, it deems not to qualify as Household Hazardous Waste or that would be illegal or otherwise inappropriate to transport or dispose. Contractor shall be solely responsible for any damages, fines, penalties or other costs to the extent caused, by its failure properly to test, identify, manage, transport or dispose of any such substances.

R. Site Maintenance and Control. Contractor shall maintain each Site in a clean and safe condition. It shall employ any necessary or required spill control measures in accordance with all relevant Federal, State and local laws, rules, regulations and ordinances.

S. Weather. Contractor shall conduct the collection on each Collection Day regardless of weather conditions except, in the event of severe weather in which case, Contractor may, with

the Town's prior written approval, postpone its performance hereunder to a date mutually agreed upon by Contractor and the Town. In the event of a postponement, Contractor shall give advance notice to the public of the rescheduled date by every reasonable means available.

T. Generator Status. Contractor shall assume *generator* status as such term is defined in relevant Federal, State and local laws, rules, regulations and ordinances from the point any Household Hazardous Waste is accepted. The Contractor certifies that on each Collection Day it shall have a valid EPA identification number for generation, transportation, and storage of hazardous and acutely hazardous wastes.

U. Transportation Companies. The Contractor further certifies that any transportation companies utilized by the Contractor shall have all required permits, documentation and licenses including but not limited to the following:

1. a valid permit from DEEP for transportation of hazardous and acutely hazardous wastes;
2. a vehicle identification device for each vehicle to transport wastes from the Site; and
3. all other State and Federal permits and licenses necessary legally to transport hazardous and acutely hazardous wastes.

3. COMPENSATION

A. Billing and Payment. Pricing shall be based on the quantity (volume) of Waste collected from each resident vehicle during a Collection Day, and payable at the rates set forth in **Exhibit D**, attached hereto. The first business day following a Collection Day hosted by the Town, the Town shall forward to the Contractor a completed Household Hazardous Waste Collection Event Record Form ("HHW Record Form") in the form attached as **Exhibit F** of this Agreement. The Contractor will use that record to invoice the Cooperating Communities for the amounts of Waste collected from their residents on the Collection Day, at the rates set forth in **Exhibit D**. The Contractor shall send bills to each Cooperating Community individually for the Wastes collected from their residents during that Collection Day. Contractor shall not be compensated for any time spent preparing any billing documentation or related materials. The Cooperating Communities will pay the invoices separately within thirty (30) days of receipt, subject to the Payment provisions of Section 2.4.2 of the RFP. The Town shall not be responsible for payment for any Waste collected from residents of other Cooperating Communities. The Town shall pay for Wastes collected from Town residents at collection days and sites set up by other Cooperating Communities pursuant to the RFP.

B. Manifests. Upon completion of each Collection Day, Contractor shall provide the Town with copies of outgoing manifests identifying the loads generated at each Site and their ultimate destination. Copies of the completed manifests that are signed by receiving agents at the disposal facilities indicated in **Exhibit C** shall be provided to the Town upon availability.

C. Full and Complete Payment. The compensation provided under this Agreement

constitutes full and complete payment for all costs and expenses assumed by the Contractor in performing this Agreement including but not limited to labor, materials, equipment and personnel, and all similar expenses. No costs in excess of this stated amount shall be paid or reimbursed by the Town without specific prior written approval of the Director, and authorized by a signed written amendment hereto.

D. Effect of Acceptance of Payment. Acceptance by the Contractor, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the Town from any and all claims, demands and causes of action related to payment which the Contractor, its successors or assigns have or may have against the Town under the provisions of this Agreement.

4. **TERM**

A. Term of Agreement and Town's Option for Extended Term. The initial term of this Agreement shall commence effective as of the date first above written (the "Effective Date") and conclude on December 31, 2021 (the "Initial Term"). By mutual written agreement of the Town and the Contractor, the Initial Term may be extended annually thereafter for two (2) one-year terms through December 31, 2022 and December 31, 2023, respectively (the "Extended Terms").

5. **TERMINATION AND SURVIVAL OF PROVISIONS**

A. Termination by the Town. The Town may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than thirty (30) days from the date such notice is given. In the event of such termination, the Town shall compensate the Contractor for the Services satisfactorily performed prior to termination. Such amount shall be fixed by the Town after consultation with the Contractor and shall be subject to audit by the Comptroller. Termination under this section shall not give rise to any claim against the Town for damages or for compensation in addition to that provided hereunder.

B. Termination by Contractor. The Contractor may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than thirty (30) days from the date such notice is given, provided that no such notice shall be effective if it is received within sixty (60) days prior to a Collection Day.

C. Survival of Terms of the Agreement. The provisions of Sections 2(B), 2(N), 3, 5(A), 6, 7, 8, 9(E), 9(G) and 9(M) of this Agreement shall survive any termination of this Agreement by either party and shall survive the expiration of the Initial Term and any Extended Term of this Agreement.

6. **INSURANCE AND PERFORMANCE BOND**

A. Required Types and Amounts. During the Initial Term and any Extended Term of this Agreement, and until final completion and acceptance of its Services pursuant to this

Agreement, Contractor shall procure and maintain insurance for the types and amounts specified in the Rider attached hereto and incorporated herein as **Exhibit E**.

B. Performance Bond. As required by Section 2.3.5 of the RFP, the Contractor shall provide during the Initial Term and any Extended Term of this Agreement a Performance Bond in the amount of Five Thousand Dollars (\$5,000.00) in the form attached hereto as **Exhibit G**.

7. WARRANTIES

A. Title to Wastes. Title to all Wastes accepted by Contractor shall pass to Contractor at the time of such acceptance.

B. Warranties. Contractor warrants that it understands the currently known hazards and suspected hazards to persons, property and the environment arising from the transportation, treatment and disposal of Wastes as defined herein. Contractor further warrants that, notwithstanding any other provision contained in this Agreement to the contrary, it will perform all Services under this Agreement in a safe, efficient and lawful manner using industry-accepted practices, and in full compliance with all applicable Federal, State and local laws, rules, regulations and ordinances.

C. Due Authorization. Contractor represents and warrants that its execution of this Agreement by the signature below has been duly authorized and is in accordance with applicable provisions of its corporate documents and does not contravene any other agreement, commitment, or law applicable to it.

8. INDEMNIFICATION

Indemnification and Hold Harmless. Contractor, at all relevant times, shall indemnify, defend and forever save and hold harmless the Town and its employees, servants, personnel, agents, officers, and volunteers from and against any and all liabilities, claims, demands, proceedings, awards, penalties, injury, fines, forfeitures, suits, judgments, losses, damages and the costs and expenses incident there to (including costs of defense, settlement, and reasonable attorney's fees) which may be incurred, arise out of or in connection with death, bodily injury, sickness or disease to any person or persons, destruction or damage to any property, contamination of or adverse effects on the environment, or alleged violation of governmental laws, regulations or orders, and to the extent such damages are caused by any negligence or willful misconduct in the activities or omissions of Contractor. The scope of such indemnity shall not be limited by any insurance coverage provided hereunder and survive the expiration or termination of the Agreement.

Notwithstanding anything to the contrary, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, lost data, lost revenues, loss of use, loss of business opportunity, or diminution in value, whether arising under contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, and whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

NOTWITHSTANDING ANY TERM OR CONDITION OF THIS AGREEMENT TO THE CONTRARY

AND, TO THE GREATEST EXTENT ALLOWED BY LAW, THE TOWN AGREES THAT CONTRACTOR'S AGGREGATE LIABILITY TO THE TOWN TO ANYONE CLAIMING BY, THROUGH, OR UNDER THE TOWN, AND TO ANY THIRD PARTY FOR ANY AND ALL INJURIES, CLAIMS, DEMANDS, LOSSES, EXPENSES, OR DAMAGES, OF WHATEVER KIND OR CHARACTER INCLUDING BUT NOT LIMITED TO AN ACTION OR CLAIM BASED ON CONTRACT, WARRANTY, EQUITY, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE WORK/SERVICES, OR THE PROJECT SITE, SHALL BE LIMITED TO THE SPECIFIC INSURANCE LIMITS REQUIRED TO BE CARRIED HEREUNDER.

9. GENERAL PROVISIONS

A. Staffing. By this Agreement the Town intends to secure the professional Services of qualified, experienced employees of the Contractor. Failure of the Contractor for any reason to make a sufficient number of such employees available to the Town to the extent necessary to perform the Services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

B. Force Majeure. The Town's and Contractor's obligations under this Agreement may be suspended by either party in the event of: act of God, war, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw material, labor, containers, or transportation facilities, compliance with governmental requests, laws, regulations, orders or actions; revocation or modification of government permits or other required licenses or approvals not within Contractor's control and for reasons unrelated to Contractor's negligence; breakage or failure of machinery or apparatus; relational defense requirements or any other event beyond the reasonable control of such party; labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); which event prevents the delivery, transportation, acceptance, treatment, incineration, recycling or disposal of the Waste.

C. Assignment and Subcontracting. The Contractor shall not assign this Agreement or subcontract any portion of the Services to be performed hereunder without prior consent of the Town in writing, which shall not be unreasonably withheld.

D. Funds Withheld. When the Town shall have reasonable grounds for believing that:

(1) The Contractor will be unable to perform this Agreement fully, professionally, and satisfactorily within the time fixed for performance or in accordance with the terms and requirements set forth herein

then the Town may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the Town for such period as it may deem advisable to reimburse the Town for any loss, expense or damage and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town, and no person shall have any right or claim against the Town by reason of the Town's failure or refusal to withhold monies. No interest shall be payable by the Town on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Town.

E. Claims Against the Town. The Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the Town in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the Town.

F. Conflict of Interest. No member of a governing body of the Town, and no other officer, employee, or agent of the Town shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the laws, rules and regulations of the Town; and the Contractor covenants that no person having such interest shall be employed in the performance of this Agreement.

G. Choice of Law; Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

H. Compliance With Laws. The Contractor shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the Services to be performed hereunder, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

I. Non-Discrimination. During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, sexual orientation or national origin.

J. Final Agreement of the Parties. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

K. Successors and Assigns. The Town and the Contractor each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the Town.

L. Severability. If any provision of this Agreement is held invalid, the remaining provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws in full force and effect and shall be construed so as to affect the purpose and intent of this Agreement.

M. Notices. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Town:

First Selectwoman
Town of Wilton
238 Danbury Road
Wilton, CT 06897

With a copy to:

Director of Environmental Affairs
Town of Wilton
238 Danbury Road
Wilton, CT 06897

To the Contractor:

General Counsel (Urgent Contract Matter)
Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery or three (3) days following the date when they are sent by registered mail with proper postage.

N. Amendments. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

O. Representations of Contractor. The Contractor represents to the Town as follows:

1. That the Contractor is a legally existing corporation under the laws of its state of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

2. That the Contractor has the financial resources to perform this Agreement and that it is not the subject of any litigation or action, pending or threatened, regarding this Agreement or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Agreement;

3. That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

4. That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the Contractor hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

P. Headings. The section headings in this Agreement are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provisions of this Agreement.

Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this

Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

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IN WITNESS WHEREOF, the parties hereto have set their hands on the dates noted below.

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Signature _____

Name _____

Title _____

Date _____

TOWN OF WILTON

Signature _____

Name _____

Title _____

Date _____

{Signature page to Household Hazardous Waste Collection and Disposal Agreement}

EXHIBIT A

CITY OF NORWALK
REQUEST FOR PROPOSALS
PROJECT NUMBER 4079

EXHIBIT B

CONTRACTOR'S PROPOSAL

**CITY OF NORWALK & COOPERATING COMMUNITIES REQUEST FOR
PROPOSALS BID NO. 4079
HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES**

EXHIBIT C

CONTRACTOR'S TREATMENT, STORAGE OR LAND DISPOSAL FACILITY(IES)

EXHIBIT D
RATE SCHEDULE

EXHIBIT E

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its Services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater.

Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut. The Town shall be an additional insured.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall be Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Environmental/Pollution Liability: Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of Five Million Dollars (\$5,000,000) per claim limit and Five Million Dollars (\$5,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying schedule of insurance.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the termination of the Agreement for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following termination of the Agreement. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the Effective Date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24)

months from the date of termination of the Agreement.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the Town.

Subcontractors: The Contractor shall require all subcontractors to provide the same " scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the Town as required herein.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the Town thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the Town related to the Contractor's Services.

Waiver of Governmental Immunity: Unless requested otherwise by the Town, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

Additional Insured: All insurance coverage required by this Agreement, except Errors and Omissions, Professional Liability, and Workers' Compensation, shall include the Town of Wilton as an Additional Insured with respect to the Contractor's Services and other activities to be performed under this Agreement. All insurance coverages required by this Agreement shall be primary and non-contributory with any other insurance and self- insurance.

Additional insured coverage shall be evidenced by and in accordance with use of ISO Endorsements Form No. CG 20 10 04 13 "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization" and Form No. CG 20 37 04 13 "Additional Insured - Owners, Lessees or Contractors – Completed Operations". Such coverage shall not exceed and shall be subject to the limitation of liability set forth in Section 8 of the Agreement. Notwithstanding anything to the contrary herein, should Contractor maintain any insurance in amounts greater than that required herein or that indicated in any certificate of insurance furnished by Contractor, or any insurance in addition to that required herein or indicated in any certificate of insurance furnished by Contractor, such insurance shall be for the exclusive protection and benefit of Contractor and the Town shall not be named an additional insured on such insurance and shall have no rights to the proceeds thereof as an additional insured.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from Town of Wilton and its insurance carriers with respect to all insurance coverages required by this Agreement. All insurance policies shall include a waiver of subrogation.

Certificate of Insurance: As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance and all Additional Insured and Waiver of Subrogation endorsements to the Town, prior to the Town's execution and delivery of this Agreement. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration.

All insurance certificates, notices, and other documents required by this Agreement shall be mailed to the Town of Wilton, Department of Environmental Affairs, 238 Danbury Road, Wilton, CT 06897.

EXHIBIT F
HHW RECORD FORM

EXHIBIT G
FORM OF PERFORMANCE BOND
TOWN OF WILTON
WILTON, CONNECTICUT

KNOW ALL PERSONS BY THESE PRESENTS

THAT WE, _____ of the City/Town of _____, County of _____, and State of _____; as PRINCIPAL, and _____, of the City/Town of _____, County of _____, and State of _____, as SURETY, are held and firmly bound unto the Town OF WILTON, hereinafter called "Town" in the sum of:

FIVE THOUSAND DOLLARS (\$5,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors and assigns, jointly and severally, firmly by these presents. The liability of the Surety under this bond shall in no event exceed the bond amount set forth above or in any additions, riders or endorsements properly issued by the Surety.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the Principal has entered into a Household Hazardous Waste Collection and Disposal Agreement with the Town, dated the _____ day of _____, A.D., 2021, ("Contract") a copy of which is hereto attached and made a part hereof for the collection, transportation and disposal of household hazardous waste as provided in the Contract;

NOW THEREFORE, if the Principal shall well and truly keep, and perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any additional terms thereof that may be granted by the Town, with or without notice to the Surety, and if the Principal shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Town from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Town all outlay and expense which the Town may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of

the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, WE HAVE SET our hands and seals this _____ day of _____, 2021.

Witness
Print Name: [INSERT NAME OF PRINCIPAL], Principal

Witness
Print Name: By: _____
Print Name:
Print Title:

Witness
Print Name: [INSERT NAME OF SURETY], Surety

Witness
Print Name: By: _____
Print Name:
Print Title:

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Connecticut.

EXHIBIT H

Inter-Community Agreement for Cooperation
in the Conduct of Household Hazardous Waste Collection Days,
dated April 2009