



TOWN OF PUTNAM, CONNECTICUT

REQUEST FOR PROPOSAL
MUNICIPAL SOLID WASTE (MSW), RECYCLING, AND BULKY WASTE
PICKUP, TRANSPORT AND DISPOSAL

May 2023

Norman "Barney" Seney, Jr.

Mayor

May 2023

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MUNICIPAL SOLID WASTE (MSW), RECYCLING, AND BULKY WASTE
PICKUP, TRANSPORT AND DISPOSAL
TOWN OF PUTNAM
MAY 2023

Chapter 1 Summary

The Town of Putnam, Connecticut is seeking proposals for the provision of curbside collection, transport and disposal services for MSW, Recycling and Bulky Waste. Putnam has provided curbside municipal solid waste and recycling services for the majority of its residential properties for several decades, via use of contracted services. Since the Town's landfill closed in the late 1990's, the Town has provided an optional pay-as-you-throw program for residents. The Town has contracted with one provider (currently Casella) for pickup and transport services and a separate provider (currently Win-Waste Innovations Lisbon Incinerator) for MSW disposal services.

Current Program

The Town's current program includes the following components:

- Weekly curbside pickup of residential MSW. Residents bag their waste, and affix the applicable "sticker" to the bag and place at the curbside for pickup. Pickup is performed manually, without automated side load capacity. Sticker prices are set by the Board of Selectmen, and stickers are managed by Town departments. Various retail stores, including local grocery stores and convenience stores, purchase stickers from the Town, and then resell them at cost at their locations.
- Weekly curbside pickup of residential recycling. Residents use Town-provided 18-gallon bins, along with other types of bins, to place recycling materials in and place curbside on the applicable pickup day.
- Weekly curbside pickup of bulky waste, limited to one item per household per week, with specific limitations and sticker requirements.
- See Appendix B for public information on the current program.
- Contracted services for pickup and transport to the Town's selected final disposal (Casella Waste Services operating out of Willimantic and Sprague, CT).
- Contracted services for final disposal (at Wheelabrator Lisbon Incinerator).

Priorities for the Town are to continue providing curbside collection options for its residents, to continue a pay-as-you-throw program, and to continue to provide some level of curbside services for MSW, recycling and bulky waste program.

The Town manages yard waste and leaf pickup via its Highway Department.

Eligible Households

The program that Putnam currently offers is only eligible for Putnam residential households, and only for single-family, two-family and three-family properties. Four-family and larger residential properties, including condominium complexes, along with commercial and industrial types of properties of all types, must currently contract their own waste services. There are approximately 2,400 eligible residential properties in Putnam, as follows:

	Total All Districts	District 1 Special Services District	District 2 East Putnam	District 3 West Putnam
One-Family Properties	2002	1204	701	97
Two-Family Properties	290	272	15	3
Three-Family Properties	112	109	3	0
Subtotal:	2404	1585	719	100

While historically, eligible Town residents have used the pay-as-you-throw program, buying stickers and placing refuse curbside, there is no mandate for Putnam residents to use this program.

On an entire Town basis, the Town has approximately 9,227 population (Census, 2021). The Town has about 65 miles of locally maintained roads, plus about 24 miles of State roads.

Historical Volumes

Based on approximately the most recent 18 months, the Town of Putnam program generates the following types and amounts of waste:

MSW: 175 tons per month. Therefore, about 2,000 tons annually. The daily MSW has been about 10 tons, noting that the current contract picks up 4 days per week. These estimates are based on incineration quantities for the months of January and February 2023.

Bulky Waste: Included in MSW tonnage, as it has been picked up along with the MSW (currently included in the cost of annual MSW contract).

Recyclables: 50 tons per month. Therefore, about 600 tons annually. The daily recycling has been about 3 tons, noting that the current contract picks up 4 days per week. These estimates are based on August 2020 Bills of Lading.

Chapter 2 Instructions to Contractors

2.1 Introduction

The Town of Putnam, Connecticut is seeking proposals for the provision of curbside collection, transport and disposal services for MSW, Recycling and Bulky Waste. The Town requests a 60-month collection, hauling and disposal contract, beginning July 1, 2023 and expiring June 30, 2028, with extension options as provided for in this RFP.

The Town reserves the right to offer contracts to other than the lowest price submitted and to negotiate contract prices with any respondent. The Town also reserves the right to reject any and all proposals if it is in their interest, and to cancel this procurement at any time.

A Contractor who desires to submit a proposal for the tasks specified in this RFP shall thoroughly review and be familiar with all components of this RFP before submitting the Proposal. While the Town has made every effort to ensure that the information presented in this RFP is accurate, Contractors are warned that they rely on this information at their risk and they are urged to verify any and all information, which they believe, is crucial to their Proposal.

By submitting a response to this Request for Proposals, respondents represent that they have thoroughly examined and become familiar with the scope of services outlined in this RFP and are capable of performing the work to achieve the Town's objectives.

2.2 Proposals

All firms are required to submit two copies plus an electronic version in PDF of their response to Elaine Sistare, Town Administrator, 200 School Street, Putnam, CT 06260 by Thursday, June 15, 2023, at 1:00 pm. The Town, at its sole discretion, may refuse to consider a Proposal that is not in the possession of the Town authorized representative by the deadline given here. The response must be submitted in a sealed envelope or package and the outside shall be clearly marked:

SUBMISSION: REQUEST FOR PROPOSALS

CURBSIDE COLLECTION, MSW / RECYCLABLES

Each Proposal shall conform to the following:

- (a) A Proposal must be signed, as follows: (1) if the Contractor is an individual, by him personally; (2) if the Contractor is a partnership, by the name of the partnership, followed by the signature of each partner; (3) if a Contractor is a corporation, by an authorized officer, whose signature shall be attested by the Secretary of the Corporation and the Corporation Seal affixed.
- (b) A Contractor may withdraw his Proposal at any time up to one (1) hour prior to the time set for the opening of the Proposals, provided the request for withdrawal is presented in writing, signed by the Contractor in the manner required for submitting of a Proposal.
- (c) Each Proposal must contain the following:
 - 1. Evidence of Ability to Obtain Performance Bond
 - 2. Financial Statements
 - 3. Evidence of Insurance

4. Non-Collusion Statement
5. Description of Existing Business and Contractor Experience
6. Name and Resume of Contract Manager
7. List of Ongoing and within last 5-years of Contracts with Municipalities, including contract duration, municipal contact information, and current status of contract.
8. Self-disclosure statement: in the past 10 years, provide listing of lawsuits, claims, and/or judgments from a governmental authority related to a municipal customer.
9. List of Vehicles and Equipment
10. Completed and Signed Price Proposal Forms
11. Statement or listing of any variations, inconsistencies, and/or deviations of terms included in this RFP and its Agreement.

(d) The Town shall have the right to reject any and all proposals, or parts thereof, or items therein, and to waive any defect or irregularities as to form, therein. Nothing in this RFP shall require that the Town take the lowest price proposal. Instead, the Town reserves the right to base their decision on the entirety of the information provided and their sole judgment as to the best service.

(e) No proposals shall be withdrawn within ninety (90) days after the opening thereof. The Town shall have the time as indicated in which to investigate, evaluate and negotiate with the prospective contractor submitting a proposal. No Contractor shall have the right to withdraw, change or alter his Proposal within the said time.

2.3 Award of Contracts

The Town shall either reject all or none of the proposals or award the contract to the responsible Contractor whose Proposal(s) best meets the criteria specified in 2.2 (c) above.

2.4 Required Bonds

The successful Contractor shall furnish for the Term of this Contract, a bond in a form approved by the Town and, with a surety company licensed with and authorized to do business in the State of Connecticut conditioned upon the Contractor fully performing all obligations under this Contract in performance of the Work, and making full payment, for all labor performed or furnished in performance of the Work. The bond shall be in an amount equal to 100% of the annual amount of this Contract. The bond shall be renewed for each of the contract years of the Term. The bond shall be delivered to the Town at the time of execution of the contract. Annual performance bond renewal by the Contractor shall be executed and in place thirty (30) days prior to July 1 of that year. Contractors' failure to comply with the performance bond requirements hereunder shall be a material breach and shall be cause to terminate this Contract.

2.5 Bank Reference & Audited Financial Statements

Each Contractor must provide at least two Financial Credit References from banks or other financial institutions dealing with the Contractor on a regular basis. The Town will, within the limits of its ability, maintain the confidentiality of all materials labeled as "Confidential" by the Contractor.

2.6 Insurance Verification

Each Contractor must provide, as part of the Proposal, evidence of its ability to provide insurance in the amount stated in Part 3.

2.7 Non- Collusion Certification

A Contractor must submit with the Proposal a signed Non-Collusion Certification.

2.8 Contractor Qualifications

The experiences of the Contractor with curbside material collection, handling and transportation, and disposal must be fully described. It is desirable that the Contractor have had at least three such curbside collection contracts in the past three years, one of which is of similar size and characteristics to the one specified herein. The Contractor must identify the full extent of involvement in the referenced contract by the Contractor. Contractors must provide an organizational chart showing the proposed managerial organization associated with providing collection services to the Town. This chart should identify by name and title, a Contract Manager to be assigned to the Town Contract. The Town will consider the identification of a specific individual to be a firm commitment on the part of the Contractor to assign this individual to the position shown. A resume of the named individual must be included in the Proposal. Each Contractor shall provide a list of references as a part of its proposal including:

- (a) References from other municipalities, if any, for whom similar recycling/refuse collection services are, or have been recently, performed under contract.
- (b) Other references relevant to the Contractor's character and integrity, record of good business practices, management ability, and experience.

Each reference shall include the name, address, and telephone number of an individual whom the Town may contact to discuss the Contractor's managerial ability, financial standing, and/or business experience. Each Contractor shall fully describe the nature of its existing business, and shall indicate the number and types of vehicles and equipment it intends to utilize in the performance of this Contract as well as where this equipment will be housed and maintained. If the Contractor intends to purchase new equipment, he must provide a manufacturer delivery guarantee with the Proposal.

- (c) Self-disclosure statement to include, during the most recent 10 years, any lawsuits, claims, and/or judgments by a governmental authority related to municipal customers.

2.9 Background Investigation

The Town may investigate the background of each Contractor to determine its ability to perform the work. The Contractor shall furnish any information requested for this purpose.

2.10 Freedom of Information

Respondents to this RFP are hereby notified that all submissions and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act (FOIA).

2.11 Affirmative Action – Equal Opportunity employers

The Town and its Agencies and Commissions are Affirmative Action – Equal Opportunity employers. Respondents to this Request for Proposals agree and warrant that in the performance of the work on these projects, the firm will not discriminate or permit discrimination against any person or group of

persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability. Respondents agree to provide the State of Connecticut Commission on Human Rights and Opportunities with such information requested by the Commission concerning employment practices and procedures.

2.12 Questions by Contractor

Any and all questions by prospective Contractors concerning interpretation of the Request for Proposal, Forms, Specifications, Proposed Contract, Insurance or Bonds, shall be submitted in writing by email:

(a) All inquiries relative to this RFP must be directed in writing to Elaine Sistare, Town Administrator by email at elaine.sistare@putnamct.us; with email copy to Denise Geeza, Executive Assistant at denise.geeza@putnamct.us. Subject line to reference: MSW RFP. No phone calls will be accepted.

(b) All questions, answers, and/or addenda, as applicable will be posted on the Town's website. Responses to requests for more specific contract information than is contained in the RFP shall be limited to information that is available to all respondents and that is necessary to complete this process. The request and inquiries must be received at least five business days prior to the advertised response deadline.

No other Putnam Town employee, elected official, or Town Representative should be contacted concerning this RFP during the response process. Failure to comply with this requirement may result in disqualification.

Chapter 3 Specifications

3.1 Services

The Town of Putnam is seeking to enter into contractual arrangements for the curbside collection of MSW, Recycling, and Bulky Waste. The Town current collection methods incorporate the traditional open-top rectangular 18-gallon bin for recyclables and bagged MSW (not in a container), and provide for weekly curbside pickup of MSW, recycling and bulky waste. The Town has operated as a pay-as-you-throw MSW curbside program for over 2 decades. The Town's priority is to maintain a pay-as-you-throw MSW system.

The Town's intent through this RFP is to use one company for the collection of MSW, recycling and bulky waste. While the Town currently contracts separately for final disposal of MSW (Win-Waste Lisbon), proposers are to include options for including final disposal as part of their contract.

While the Town's current program includes the Town providing stickers for MSW bagged waste to residents, Contractor may propose alternate pay-as-you-through systems, including the use of variable volume capacity carts, which would allow for varied prices based on cart size. Contractor may also propose payment system directly to customers, allowing for minimum transition and public information sessions as detailed herein.

3.2 Refuse Collection

Residential – Eligible for Curbside Services

The Contractor shall provide weekly collection of refuse from every eligible residential dwelling unit in the Town. Contractor shall include in the Price Proposal cost to include final disposal of MSW, and also an option for the Town to continue its Town contract with WIN-Waste waste-to-energy plant located in Lisbon, CT. If the Town selects to continue its contract with WIN-Waste, the tip fee will be the responsibility of the Town.

As detailed in Part 1, there are approximately 2,400 eligible collections to be completed each week. Contractor may propose, for the Town's approval, the routes and days assigned. The current curbside program has divided the Town and provides the service 4 days per week (see Appendix C).

For recyclables from residential properties, the Contractor may propose pickup either weekly or every-other-week. The recycling program shall be single stream, and in accordance with at minimum, the items listed in Appendix B. Recycling shall be transported to a recycling materials recovery facility, as selected by the Contractor. Contractor shall include the name of the materials recovery facility that they intend to use in the Price Proposal. As outlined in the Price Proposal, Contractor must include a tip fee (costs), revenue, and a clearly defined market mechanism outlining a determination of shared costs/revenues based on recyclable markets and processing costs. If the Contractor is proposing less than weekly recycling pickup, a transition period of at least 6 months must be included, during which time the Contractor provides weekly pickup.

For bulky waste from residential properties, the Contractor shall include pricing for weekly pickup, with an alternate proposal for a change from current practices, to transition to a quarterly bulky waste pickup. See Appendix B for current instructions and limitations for curbside bulky items.

See Appendix B for a list of items that may not be left curbside.

The proposal must include the annual costs to collect from all eligible residences in Town throughout the contract period. The Contractor is expected to provide service to any new eligible residences added during the contract period AT NO ADDITIONAL COST.

Municipal Buildings

The Contractor is to supply all labor, containers (dumpsters) and service to provide rubbish, grit, wood and metals removal at various municipal facilities, hereinafter set forth in a first-class workmanlike manner.

The Contractor will supply containers and pick up refuse and waste materials from Town-owned buildings on the following schedule and at the following locations:

Town Properties	Address	Container	Pick-up Schedule
Municipal Complex	200 School Street	1 – 10 yd. MSW 1 – 10 yd. Recyclables	Weekly
Highway Garage	151 Fox Road	1 – 10 yd. MSW	Weekly
Murphy Park	61 Keech Street	1 – 6 yd. MSW	Twice Weekly
Armory	35 Wicker Street	1 – 10 yd. MSW 1 – 6yd. Recyclables	As-needed/typically monthly
St. Marie Greenhalgh	33 Wicker Street	1 – 6 yd. MSW	Twice Weekly
Putnam High School	152 Woodstock Avenue	1 – 10 yd. MSW 1 – 10 yd. Cardboard Recyclables 5 – 65-gal recycling totes	Weekly
Putnam Middle and Elementary Schools	33/35 Wicker Street	3 – 10 yd. MSW 1 – 10 yd. Cardboard Recyclables 10 – 65-gal recycling totes	Weekly

It should be noted that this is a proposed schedule only and the Town reserves the right to increase or decrease the quantity, size or disposal schedule as necessary at no additional cost to the Town. Note that the Highway Department has several 40-yard rolloff containers at their Fox Road Facility for various wastes including metals, mattresses, white goods, tires, bulky waste and other materials. Contractor may propose for weekly or as-approved frequency for handling and disposal of those containers.

All containers shall be clean and relatively free from odor after each emptying. It is the Contractor's responsibility to wash or otherwise clean the containers if such condition arises; this is at no additional cost to the Town. All containers shall be painted and well maintained.

Residential – All Other Properties not eligible for Curbside Services

The Contractor may propose costs to provide MSW and single-stream recycling dumpsters for other Town residential properties, including condominiums and apartment buildings sized four-family and larger. This optional service may be offered to these types of properties at the Contractor's proposed price.

Special Events

In the event that the Town holds a special event, (4th of July, Hazardous Waste Day etc.), the Contractor may be asked to supply carts/dumpsters/collection services at a fee to be agreed upon with the Town.

3.3 Disposal of Refuse

The Town currently disposes of refuse at WIN Waste Innovations waste-to-energy facility in Lisbon, Connecticut. Contractors shall propose costs for inclusion of final appropriate disposal at a tipping fee, and as an alternative, propose a deduct alternate price to exclude the tipping fee for final disposal and the Town will continue to contract directly with WIN Waste Innovations in Lisbon, Connecticut.

If the option for maintaining the Town-contracted final disposal is selected, the Contractor shall deliver all refuse to the WIN Waste Innovations waste-to-energy facility at 425 South Burnham Highway, Lisbon, CT, unless directed by the Appropriate Town Official to deliver all or any part of it to another facility or facilities. Any penalties imposed by the processing facility for failure to meet specifications, and any turn-backs of trucks shall be the sole responsibility of the Contractor.

3.4 Transport and Management of Recyclables

Contractor shall determine the most cost-effective location for delivery of collected recyclables. The delivery point may be a transfer point or a location at which all materials are sorted and prepared for delivery to markets for recycling or reuse. In all cases, the collected materials are to be recycled. If the Town determines that there is material not being recycled, the Town has the right to require the Contractor to deliver to a different location.

The Contractor shall be responsible for assuring that material delivered to the recycling processing facility meets the processing facility specifications. Therefore, the Contractor is responsible for leaving a brightly colored card or sticker, provided by the Contractor, in any recycling container, which contains non-acceptable materials, stating the reason why the non- acceptable materials were not collected.

Acceptable recyclables are as detailed in Appendix B. Contractor may propose modifications to the recycling items, for the Town's consideration.

The Town reserves the right to change the specifications for recyclables to be collected at no cost to the Town if the change is a result of a change in specifications by the recyclable processing facility. Any penalties imposed by the processing facility for failure to meet specifications, and any turn-backs of trucks shall be the sole responsibility of the Contractor.

All recyclables shall be placed at the curb in Town approved recycling bins. The Contractor shall collect all recyclables properly set out for recycling. Failure to collect material properly set out for recycling as recyclables, or placing properly set-out recyclables in the refuse truck shall be deemed to be non-performance which may, at the Town's sole discretion, result in the Town exercising its right to assess a penalties per missed collection, per missed stop, or per time that recyclables were placed in the refuse truck, and/or terminate the Contract after notice of failure to perform, in accordance with the Contract provisions.

3.5 Processing Fee and Commodity Value

The Town anticipates that the Contractor will share with the Town a percentage of the commodity blended value of acceptable recyclable materials processed on a monthly basis when the commodity blended value is greater than the processing fee at the Recycling Processing Facility. This monthly share shall be issued as a payment to the Town.

However, in the event that the commodity blended value is less than the processing fee, the Town shall be charged by the Contractor for the difference between the processing fee and the commodity blended value up to the maximum charge agreed by the Town and the Contractor.

3.6 Hours and Days of Operation

The Contractor shall not begin the collection of residential refuse, recyclables or bulky waste on any given day before 6:30 A.M. and such collection will not be continued after 5:30 P.M., except for occasions when the Contractor is forced to continue collection due to weather, heavy volumes of waste, or mechanical problems. The Contractor shall maintain consistency in the pick-up hours for each route in the Town whenever possible.

All refuse and recyclable collection shall be performed from Monday through Friday only. Collections shall continue on Saturdays with the prior permission of the Town only when a holiday or adverse weather conditions interfere with the normal collection schedule.

3.7 Refuse and Recycling Containers Specifications

The Town's current program includes the following terms: refuse is placed in bags at curbside with applicable colored sticker, and recycling is placed in bins (Town-provided 18-gal totes or similar bins). Contractor may propose use of semi or fully automated side load pickup, however, the Contractor must propose a system to ensure use of bags or stickers or sized containers to allow continuation of pay-as-you-throw program. The Town is willing to convert from a pay-as-you-throw *sticker*-based system, to an automated sideload pickup system, however Contractor shall propose terms that allow the pay-as-you-throw concept to continue. Contractor may propose methods of visual check, including by personnel or vehicle-mounted camera, or via use of specifically sized containers that allow varying volumes of MSW at variable cost to residential properties. If Contractor proposes automated sideload pickup, Contractor shall include a minimum of 6 months transition period between the current curbside bags and any future curbside cart pickup, and Contractor shall coordinate with the Town for the public notification and information efforts associated with the transition.

Contractor is not required to accept refuse in bags weighing more than 50 pounds when full, in accordance with OSHA requirements.

If Contractor proposes providing a cart-based system:

- Following collection, carts must not be thrown into the street or sidewalk area. Every effort should be made to place them back in the original location. Care must be taken not to damage containers. If the Contractor comes across carts that have tipped prior to collection (during heavy wind or snow operations, for example), the Contractor is still responsible for completing the collection.
- Contractor may propose carts for refuse and/or recycling.
- Carts may be sized by the Contractor, and shall include options for capacity of 65-gallon for MSW and recyclables. Depending If Contractor opts for every-other-week for recycling pickup, the recycling cart shall be minimum capacity 95-gallon. Carts for recycling shall be clearly differentiated from MSW carts, via colored lid or some other means.
- Contractor will be responsible for the cost of furnishing, delivering to households, maintaining and repairing the carts for the duration of the contract, and Contractor will be owner of the carts.
- Carts may have incorporated an RFID tag, if Contractor selects to record and assign the cart to the address of delivery.
- Contractor will be responsible for ordering all new, replacement, and any other additional containers for the duration of the contract. Contractor will be responsible to replace carts that have been stolen or damaged beyond repair. Contractor shall order as necessary all new, replacement, and any other additional containers for the duration of the contract. Contractor shall keep and up to date record of said households in conjunction with the Town. Ownership of all Automated Carts used for refuse and recycling remains with the Contractor. The Contractor shall be responsible for replacing stolen Automated Carts and Carts damaged beyond repair. The Contractor will store Automated Carts and related parts to fulfill efforts under this contract.
- Residents will have the responsibility of contacting the Contractor to request repair or replacement as needed. The Contractor will be responsible for delivering Automated Carts to new residents/houses at no added cost.
- During the implementation of any cart-based collection system, the Contractor shall maintain a "Chase" vehicle for a minimum of 1 month following full distribution of carts to address missed collections and other issues.

3.8 Refuse and Recycling Collection Vehicles

All vehicles used in the collection and transportation of refuse, recyclables and bulky waste shall be of sufficient size and capacity to operate efficiently. A sufficient number of vehicles will be supplied by the Contractor to collect residential refuse between the hours in accordance with the specifications of this RFP, and the collection schedule approved by the Town.

All vehicles used in the provision of services sought through this RFP shall have the company's name clearly marked on each vehicle, with size as specified herein. Recyclables collected must not be mixed with the MSW, such mixing shall be considered a violation of contractual services.

The Town shall have the power, if the Contractor is habitually (more than one occasion per month, or at the discretion of the Town) collecting waste after the 5:30PM deadline, to order the Contractor to increase the number of vehicles, at no additional cost to the Town, if in the Town's judgment such an

increase is necessary for the fulfillment of the Contract. If upon receipt of such order, the Contractor fails to comply with such order within ten (10) days, or fails to respond with adequate reason why the increase is not necessary, such failure shall constitute a breach of this Contract, and the Contractor shall forfeit in the form of liquidated damages the sum shown in the Agreement Article V for each day that the Contractor fails to comply with such order, said penalty to be imposed for each additional truck ordered by the Towns but not placed in service by the Contractor.

All vehicles used shall be sufficient size and capacity to operate efficiently. A sufficient number of vehicles will be supplied by the Contractor to meet the demands/requirements of the Town. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic pushout means. The equipment shall be essentially a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be assured.

The Contractor shall provide a garage and yard for his equipment which is adequate and sufficient to provide all weather, year round operation. Adverse weather, extreme cold temperatures and snow, unless declared state-of-emergency conditions prevail and agreement is made with the Town, shall not be considered sufficient reason for not collecting refuse and/or recycling. The Contractor shall make adequate provisions for maintenance and prompt repair of his equipment. All equipment used for the collection and transportation of refuse shall be thoroughly cleaned both inside and outside, at least once each week and sprayed with such deodorizing material as may be deemed necessary. Any leaks or spills resulting from defective collection equipment shall be immediately cleaned up by the Contractor.

Trucks to be used for single stream collection of recyclables MUST BE CLEARLY MARKED as being recycling collection vehicles. If the trucks used are multi-purpose vehicles, at any time they are being used for recycling collection the contractor MUST PROVIDE and USE an attachable sign that clearly indicates the truck is being used for collection of recyclables.

3.9 Publicity

The Contractor shall provide to the Town on an annual basis a Solid Waste and Recycling Collection Guide / public education flyer which will specify trash and recycling policies and contain the annual collection schedule/calendar.

3.10 Private Accounts, Weighing of Trucks

If the Contractor is to do any private work in the Town, such as commercial or industrial routes, special trucks with an identifying mark approved by the Appropriate Town Official must be used. All trucks assigned to pick up pursuant to this contract shall begin their routes empty and shall pick up no other wastes under private contracts or contracts with other municipalities. Violation of this requirement will be considered a substantial breach of the Contract entitling the Town to cancel the contract and to call upon the Performance Bond under the Contract to cover any additional costs incurred in contracting with and employing a substitute Contractor.

All trucks used for refuse or recyclables collection under this contract shall enter the Town empty at the beginning of the day. The Contractor will cause all trucks containing refuse, when the work of filling the vehicle is complete, to be immediately removed outside the limits of the Town to the disposal facility.

3.11 Reports

The Contractor must obtain daily weight slips from the refuse facility, recycling facility or transfer facility, and must attach a copy of the weigh slips to the monthly invoice. The Appropriate Town Official may direct Contractor's trucks to weigh in and/or out at the beginning/end of the route. The Contractor must provide monthly reports detailing the tonnage of refuse, and recyclables collected in the town. Reports must be provided within two weeks of the end of the month. Electronic reports are preferable.

3.12 Spilled Refuse

Refuse shall not be scattered about the street or on private property. Refuse that has accidentally spilled by the Contractor, shall be immediately picked up by the Contractor and removed. The Contractor must carry tools on the truck for the proper removal of spilled debris. To minimize complaints, the Contractor shall attach a brightly colored card on any refuse, recyclables, or bulky waste not to be collected, with a checklist indicating the reason for not collecting and the Contractor telephone number.

3.13 Question and Complaint Line Provision

The Contractor shall provide full customer service for refuse and recycling collection, including customer service associated with any questions or complaints. Therefore, the Contractor shall display the name of the Contractor, the address of his local office and the toll-free telephone number on each vehicle along with the vehicle number. The Contractor's name, address and phone number and vehicle number shall be lettered at least 3-inches high and easily visible to the public on each vehicle.

The contractor shall maintain adequate personnel at a regional office to answer telephone calls throughout the day between the hours of 8:00a.m. - 5:00p.m. Monday through Friday. These personnel shall receive and log all calls from town departments, residences and establishments in the Towns in a courteous and polite manner and shall resolve all complaints in an expeditious manner. A copy of the log must be provided to the Towns monthly.

That office shall have a two-way radio or other wireless communication capability to contact the Field Supervisor and/or collection vehicles at all times.

All complaints received by said office before 2:00 p.m. will be acted upon forthwith by the Contractor on that day. Subsequent complaints will be acted upon promptly, as determined by the Appropriate Town Official. The Field Supervisor's vehicle will be equipped with communication capability to ensure efficient communications with collection vehicles at all times.

3.14 Invoicing, Credits and Payment

The Contractor shall be paid monthly throughout the term of the Contract. Each monthly payment shall be determined in accordance with the methods provided herein. There shall be no other costs or charges for any work performed under this Contract.

The Contractor shall submit invoices within ten days after the end of the previous month for the work performed during the preceding month and will be paid no later than the fourth Friday of each month (or the next business day thereafter, if a holiday or other circumstances make this necessary).

Each monthly invoice shall include a copy and summary of all refuse and recyclables weight slips, a report of the addresses and number of dumpsters collected under this Contract, and a copy of the log of customer complaints. Charges for recyclables shall be added to the invoice in the month after the month

in which the recyclables are collected. When applicable, payments for the share of blended commodity value shall be made out to the Town of Putnam in the form of a check.

The Town of Putnam is exempt from State Sales Tax. This may be considered when forming contract prices.

3.15 Collection Schedules and Routes

The Contractor shall provide services in compliance with the Town's existing collection routes or polygons as listed in Appendix C for the first 6 months of the contract. During this period, the Contractor and the Town may negotiate a new, redrawing of the existing routes.

The Contractor shall provide the Town, for the Town's review and approval, a collection schedule/route map for refuse and recyclables indicating what area of the community be collected on each day of the schedule. Each address will be scheduled for collection the same day of each week, holidays excepted. The recycling routes for recycling are scheduled for collection on at least an every other week basis (approximately half of the collections are completed during one week and the remaining half of the collections on the second week), and on the same day as Refuse Collection. Each eligible household receives fifty two (52) refuse collection and at minimum, twenty-six (26) recycling collections per year.

The Contractor shall adhere to the collection schedules and routes and may not change routes or schedules without prior consent of the Town.

In the event that the Contractor finishes the daily route early, they will not be allowed to begin the next day's route.

Any changes to modify the collection schedule and/or routes for the convenience of the Contractor shall be submitted to the Town for review and approval, provided such change does not result in additional costs to the Town.

3.16 Weather

Only hazardous weather conditions will be considered sufficient cause for cancellation of scheduled collection. Collection of the omitted routes shall be resumed as soon as possible without further disruption to the remainder of the collection schedule. All full barrels that have been blown over by wind or snow roll shall be placed upright by Contractor and properly emptied.

3.17 Operation of Vehicles

The Contractor shall ensure that caution is used in the operation of all vehicles and shall specifically instruct all drivers and other personnel of the following restrictions and requirements:

- Collection vehicles shall not obstruct or block passage of other motor vehicles, except during collection of a refuse container.
- Collection vehicles shall not be operated in reverse unless absolutely necessary, i.e., in the case of a dead-end street with no turn-around.
- Each vehicle shall be equipped with all safety equipment required by State and Federal law.
- Backing of vehicles is prohibited if school-age children are in the area.

- Collection vehicles shall be inspected daily by the Contractor to ensure that all safety equipment, including back-up alarms and warning lights are operating properly.

3.18 Licensing Drivers

The Contractor shall ensure that all drivers are properly licensed and trained to operate collection vehicles in accordance with State and Federal regulations and shall require that all drivers periodically produce their licenses for examination by the Appropriate Town Official or his/her designee throughout the term of the Contract.

3.19 Employee Conduct

Employees of the Contractor are a main contact with Town residents and businesses. As such, they are required to act in a courteous and respectful manner at all times, and shall be fully prepared to answer questions or complaints made by residents concerning refuse and recyclables collection. All employees and subcontractors shall conduct themselves appropriately towards all members of the general public. Rude and offensive conduct, including foul and abusive language, shall not be tolerated. The Town may require that an employee behaving inappropriately be removed from employment under this Contract. The Contractor must provide each employee with proper training, instructions and hand-outs to assure the employee understands, and can communicate to the residents, acceptable and nonacceptable material for Refuse and Recycling Collection, including any special preparation requirements for setting out material for recycling.

3.20 Noise

The Contractor shall avoid excessive noise in the course of its operations. Barrels and containers shall not be banged, thrown, or dropped.

3.21 Salvaging

Salvaging at any time is prohibited without the permission of the Town.

3.22 Care of Personal and Municipal Property

The Contractor shall handle refuse and recycling receptacles with care so that they will not be damaged, and after they are emptied they should be left right side up and in the approximate place where found.

The Contractor will take adequate precautions to protect all residential, municipal, and commercial property, (including building, shrubs, lawn pavement, vehicles or other items or areas that are within school and other public boundaries) from any damage and will be responsible for any such damage caused a result of this service.

3.23 Holidays

Whenever a scheduled collection falls on a legal holiday, the collection schedule will shift one day for all collections so that collection routes will remain the same but residents will have their refuse and recyclables collection one day later than their normal collection day for that week.

No collection is made on the holidays as listed in Appendix B.

3.24 Directions

The Contractor shall comply with any and all directions that may from time to time be given by the Town regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as the Town may deem advisable for the improvement of the refuse collection.

3.25 Board of Health Regulations

The Contractor shall comply with all applicable rules and regulations issued or that may be issued by the Board of Health and State Department of Health.

3.26 Special Collections, Disaster Debris

The Contractor shall make minor special collections whenever required in individual cases arising because of complaints or otherwise. The Contractor shall be required to make a return trip or special collection to any residence missed through the fault of Contractor. In addition, the Contractor may be required, at the Town's discretion, to make a maximum of 10 special collections or return trips per week at no cost to Town, which special collection is not fault of Contractor. Special collections may be made in any collection vehicle deemed appropriate by the Contractor. Additional costs for minor special collections beyond 10 per week shall be negotiated annually at the start of each contract year.

The Contractor may be requested to provide prices for roll-offs and disposal for additional tonnage collection, which would reflect services required in the instance of a disaster (flood, fire, weather or other event causing an unusual level of debris and/or refuse.) The Contractor will participate with the Town in planning strategies for addressing possible types of disaster events.

Chapter 4 PRICE PROPOSAL

Contractors shall provide prices for all services (refuse, recyclables, and bulky waste) included in the base contract and mandatory alternate pricing list, and may propose on the optional alternate pricing list. The Town reserves the right to award contract for components of the refuse and recycling services if it is found to be clearly in the Town's best interest to do so. The Town intends to award all collection and transport to a single Contractor, with final MSW disposal either by that same Contractor or via the Town's current MSW disposal contract.

4.1 Components to Price

Prices for the Items included in the Proposal form shall be completed in their entirety. The Contractor shall propose a specific methodology to ascertain the costs or revenues associated with recyclables, including specific market indices, and adjustment periods.

[Base Proposal and Alternate Price Form follows this section.]

Any proposed modifications must be clearly detailed for Town's consideration.

4.2 Attached Price Proposal Form

Price Proposal table must be completed in its entirety, including Items numbered 1 through 7. Deduct Alternate #1 must also be completed. Other alternates listed, including for other residential dumpster and container pickup, modification of frequency of curbside recycling and bulky waste pickup, and for modification to use of automatic sideload equipment are optional to complete.

For the Base Price Proposal items, all 5 years must be completed.

4.3 Optional Use of Automatic Sideload Equipment

If the Contractor is proposing use of automatic sideload equipment, describe in detail the expected timeline for this modification, and how the Contractor will ensure that use of carts will allow the Town to continue compliance with a pay-as-you-throw refuse program:

4.4 Refuse / MSW Handling

Name and location of proposed final disposal option for MSW:

[The Town contracts with WIN-Waste Innovations at their Lisbon Incinerator Plant. See Price Proposal form for options on Contractor including final disposal or Town continuing contract with the Lisbon facility.]

4.5 Recyclable Handling

Name and location of proposed Materials Recovery Facility for Recyclables:

4.6 Bulky Waste Handling

Name and location of proposed final disposal option for bulky waste:

4.7 Contract Extension Options

The Town requests Contractors to propose terms for a minimum of two extensions, each of the two extensions having a minimum duration of 2 years, for a total minimum 4 year extension option.

Provide summary of price options for the extension, related to CPI or other.

Base Price Proposal				Year 1		Year 2		Year 3		Year 4		Year 5	
				July 1, 2023 - June 30, 2024		July 1, 2023 - June 30, 2025		July 1, 2023 - June 30, 2026		July 1, 2023 - June 30, 2027		July 1, 2023 - June 30, 2028	
Item No.	Description	Unit	Est. Quantity (annually)	Unit Price	Subtotal Price (unit x quantity)	Unit Price	Subtotal Price (unit x quantity)	Unit Price	Subtotal Price (unit x quantity)	Unit Price	Subtotal Price (unit x quantity)	Unit Price	Subtotal Price (unit x quantity)
1	Curbside refuse/MSW, recycling, bulky waste, and Town dumpster, pickup, transport and disposal contract (including final disposal tip/processing fee), inclusive of any fuel, inflationary or other fees outside of the pricing included in other Items No. 2-7.	Lump Sum	1	NA		NA		NA		NA		NA	
2	Curbside weekly eligible residential refuse/MSW pickup, transport and disposal	per ton	2,000										
3	Curbside weekly eligible residential recycling pickup, transport to processing facility	per ton	600										
4	Curbside weekly eligible residential bulky waste pickup and transport	per ton	100										
5	Municipal refuse/MSW, recycling, bulky waste from Town properties via dumpsters/containers	per ton	200										
Subtotal A: Sum of Items 1 through 5:				-									
6	Share to the Town when commodity blended value for recycling is greater than the processing fee	% per ton	600										
Subtotal B: Subtotal A minus Item 6:				-									
7	Maximum charge (%) to the Town when commodity blended value for recycling is less than the processing fee	% per ton	600										
Subtotal C: Subtotal A plus Item 7:				-									

List of Alternates				Year 1		Year 2		Year 3		Year 4		Year 5	
				July 1, 2023 - June 30, 2024		July 1, 2023 - June 30, 2025		July 1, 2023 - June 30, 2026		July 1, 2023 - June 30, 2027		July 1, 2023 - June 30, 2028	
Item No.	Description	Unit	Est. Quantity (annually)	Unit Price	Subtotal Price (unit x quantity)	Unit Price	Subtotal Price (unit x quantity)	Unit Price	Subtotal Price (unit x quantity)	Unit Price	Subtotal Price (unit x quantity)	Unit Price	Subtotal Price (unit x quantity)
Mandatory Alternate Pricing - Must be Completed													
Deduct Alternate # 1	Continue use of Town's disposal facility, using Town's contract with WIN Waste's Lisbon Incinerator Facility	per ton	2,200										
	Subtotal D: Subtotal A minus Deduct Alternate # 1:			-									
Optional Alternate Pricing - Optional to Complete													
Add Alternate #1	Other residential (non-eligible for curbside, including condominium and 4-family and larger residences) refuse/MSW, and recycling from those properties via dumpsters/containers	per ton	100										
Deduct Alternate # 1	Residential recycling pickup every 2 weeks instead of weekly	Lump Sum	1	NA		NA		NA		NA		NA	
Deduct Alternate # 2	Residential bulky waste pickup quarterly instead of weekly	Lump Sum	1	NA		NA		NA		NA		NA	
Deduct Alternate # 3	Automatic Sideload Equipment for Residential MSW	Lump Sum	1	NA		NA		NA		NA		NA	
Deduct Alternate # 4	Automatic Sideload Equipment for Residential Recycling	Lump Sum	1	NA		NA		NA		NA		NA	
Deduct Alternate # 5	Automatic Sideload Equipment for Bi-Weekly Residential Recycling	Lump Sum	1	NA		NA		NA		NA		NA	

I (We) certify that these prices are accurate and shall remain effective for 90 days from the date of signing, and for the duration of the contract, if selected by the Town.

Company: _____

Signed By: _____

Titled: _____

Date: _____

CONTRACTOR CERTIFICATION NON-COLLUSION

I certify under penalties of perjury that this proposal has been made and submitted under good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

TAX COMPLIANCE

I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the State of Connecticut relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

LABOR HARMONY / OSHA 10-HOUR

I will furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work, and all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health administration that is at least 10 hours in duration.

Signature: _____

Name Printed: _____

Name of Business: _____

Appendix A: Proposed Draft Agreement dated 5/12/2023

(Contractor to propose as applicable modifications
for Town's review)

*Proposed Draft Agreement 5/12/2023
To be modified as necessary to conform to terms set forth in the Proposal
As may be acceptable to Town*

**MUNICIPAL SOLID WASTE, RECYCLING and BULKY WASTE PICKUP, TRANSPORT AND DISPOSAL
AGREEMENT BETWEEN**

TOWN OF PUTNAM

And

THIS AGREEMENT made this ____ day of _____, 2023 (the "Effective Date") by and between the Town of Putnam, a municipality duly organized under the laws of Connecticut and having a usual place of business at 200 School Street, Putnam, Connecticut, hereinafter referred to as the "Town", and _____ [a corporation] having a usual place of business at _____, hereinafter referred to as the "Contractor". The Town and Contractor are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, on _____, 2023, through a Request for Proposals ("RFP", attached as Exhibit 1 hereto), the Town invited the submission of proposals for the purchase and delivery of Municipal Solid Waste, Recycling, and Bulky Waste Pickup, Transport and Disposal, hereinafter "the Project"; and

WHEREAS, the Contractor has expertise in the operation and management of municipal solid waste, bulky waste, recyclables and other wastes, and the provision of waste transportation services;

WHEREAS, the Contractor submitted a Proposal dated _____ (the "Proposal", attached as Exhibit 2 hereto) to perform the work in response to the Town RFP and required to complete the Project; and

WHEREAS, the Town has determined that the services and work scope set forth in the Proposal meet the Town's needs as set forth in the RFP, and the Town wishes to retain the Contractor for the performance of the services requested in the RFP and as accepted in the Proposal, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and other actions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties the Town and the Contractor agree as follows:

*Proposed Draft Agreement 5/12/2023
To be modified as necessary to conform to terms set forth in the Proposal
As may be acceptable to Town*

ARTICLE I
PRELIMINARY MATTERS

1. Incorporation of Recitals. The Recitals the Exhibits and the Schedules to this Agreement are incorporated into the body of this Agreement as a part hereof.

2. Certain Definitions. Capitalized terms used in this Agreement have the meanings ascribed to such terms as may be set forth in this Agreement or below:

“BULKY WASTE” shall include all large oversized household wastes including furniture, wood, rugs, large plastic pieces and other materials as may be designated by the Town; Bulky Waste does not include electronics, tires, mattresses and box springs, appliances, metal equipment, bed rails, old bicycles, metal kitchenware, and metal and construction and demolition waste.

“CONTRACT DOCUMENTS”. The Contract Documents consist of this Agreement, the RFP, and the Contractor’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are fully incorporated as if fully set forth herein. To the extent a conflict exists among or between this Agreement, the RFP, and the Contractor’s Proposal, the provisions of this Agreement shall control. The Parties agree that the full scope of services, including means, methods, specifications and terms for operations and management of MSW, Recyclables and Bulky Wastes are set forth in the RFP and those services shall be provided as set forth in the RFP without repetition in this Agreement unless otherwise modified and agreed to by the Town accepting the Proposal and such modification is set forth or specifically incorporated into this Agreement.

“DESIGNATED FACILITIES” shall be those facilities designated for the disposal of Refuse, Recyclables, and Bulky Waste as set forth in Section III.3.

“FORCE MAJEURE” shall mean any event or condition having a material and adverse effect upon the Contractor’s or the Town’s ability to perform pursuant to this Agreement if such event or condition is beyond the reasonable control and not the result of willful or negligent action or lack of reasonable diligence of the parties relying thereon as justification for not performing any obligation or complying with any condition required of such party under this Contract. “Force Majeure” events or conditions may include but are not restricted to events of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, act of terrorism, fire, explosion, flood, earthquake, pandemics, unusually severe and extraordinary weather conditions, strikes or lockouts which affect, impact or impede the Contractor’s or the Town’s

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operations, or changes in law or acts of government or regulatory authorities that materially affects performance under this Agreement.

"GOVERNMENTAL AUTHORITY" means any federal, state and local governmental agency (including the Town), authority, bureau, quasi-governmental body, regulatory body, department, court, or other instrumentality having jurisdiction over the Town, Contractor, or the performance of the Work.

"OPERATING YEAR" shall mean each July 1 through June 30. The First Operating Year is July 1, 2023-June 30, 2024, with the Second Operating Year being July 1, 2024-June 30, 2025, and each subsequent operating year defined accordingly.

"PERSON" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organizations, entity, or group of individuals

"RECYCLABLES" or "RECYCLABLE MATERIAL" shall mean solid waste which has been designated by the State as a recyclable pursuant to Section 22a-207(28), as may be amended, or as otherwise been designated by the Town for recycling. These include but not limited to newspapers, telephone books, magazines, junk mail, white paper, envelopes, mixed paper, glass bottles and jars (clear, brown, and green), white metal, ferrous metals and aluminum, plastics, and corrugated cardboard.

"REFUSE" shall mean residential solid waste, including oversized or awkward items put out by the households unless they have been eliminated herein or are of commercial nature or are of unusual size or weight, such as 250-gallon oil tanks, large furnace, etc., excluding, however, inherently dangerous, toxic and hazardous wastes which are designated as "hazardous wastes" by State and/or Federal regulatory authorities having appropriate jurisdiction.

"WORK" shall mean and consist of the scope of services described in the Contract Documents as defined above.

3. Rules of Construction. As used in this Agreement, except as otherwise provided or unless the context otherwise requires: (i) the terms defined in this Agreement include the plural as well as the singular; the words "herein," "hereof" and "hereunder," and words of similar import, refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; references to an "Article," "Section" or other subdivision are to this Agreement except as otherwise stated; (iv) a reference to either gender includes the other gender; (v) words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided; and (vi) the words "include" and "including" shall be deemed to be followed by the words "without limitation."

*Proposed Draft Agreement 5/12/2023
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ARTICLE II

TERM

1. Term of Contract. This Agreement shall be in effect from July 1, 2023 and shall expire on June 30, 2028, unless terminated earlier pursuant to the terms hereof.
2. Options to Extend. At the election by the Town, the Agreement is subject to two (2) extension options for the Town, with a 2-year duration for each of the extension options. Extension of the Contract shall be subject to mutual agreement as to price and the Agreement may, at the Town's option, be extended on the same terms and conditions as are then existing, except as to price, for the extension periods. If the Contractor wishes to avail itself of the renewal possibility option, it must submit to the Town a two-year price at least ninety (90) days prior to the expiration of the current term of the existing Agreement, or the extended Contract pursuant to the exercise of the first renewal option. It being the intention of this paragraph to allow the parties to renew the Agreement upon the same terms and conditions without rebidding if the service is satisfactory and pricing increases, if any, are within the level of inflation. It is expressly acknowledged that this language represents a right of the Town, not a duty or obligation, and that it is expressly contingent upon the Contractor submitting a proper pricing structure within the time limits herein specified.
3. Retainage for Repairs. The Town may, after the final completion of the Work, retain out of the moneys due the Contractor under this Agreement such sum of money as may, in the judgment of the Town, be required to cover the cost of any repairs or liquidated damages as may be provided herein. The balance of any sum retained for repairs shall be paid to the Contractor following the satisfactory completion of any repairs.

ARTICLE III

PERFORMANCE OF WORK AND TOWN OBLIGATIONS

1. Requirement to Perform. Contractor shall perform the Work as set forth in the Contract Documents [unless exceptions or modifications to the work are set forth in Schedule 3.1] hereto and shall perform all Work at the times and in the manner required by this Article 3.
2. Compensation.
 - (a) The Town shall pay Contractor as full compensation for the performance of the Work outlined in Section 1 above the contract sum of \$ _____, as provided for in the price detail attached in Schedule III.2(a) hereto. The Contractor shall be paid monthly throughout the term of the Contract. Each monthly payment shall be determined in accordance with the methods provided herein.

*To be modified as necessary to conform to terms set forth in the Proposal
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- (b) The Contractor shall submit invoices within ten days after the end of the previous month for the work performed during the preceding month and will be paid no later than the fourth Friday of each month (or the next business day thereafter, if a holiday or other circumstances make this necessary). Each monthly invoice shall include a copy and summary of all refuse and recyclables weight slips, a report of the addresses and number of dumpsters collected, and a copy of the log of customer complaints. Charges for Recyclables shall be added to the invoice in the month after the month in which the recyclables are collected.
- (c) There shall be no other costs or charges for any work performed under this Contract.
- (d) Commodity Share. The Contractor shall share with the Town a percentage of the commodity blended value of acceptable Recyclable materials processed on a monthly basis when the commodity blended value is greater than the processing fee at the Recycling Processing Facility specified in Section III.3(b) ("Commodity Share"). This monthly Commodity Share shall be issued as a payment to the Town and shall be made out to the Town of Putnam in the form of a check. In the event that the Commodity Share blended value is less than the processing fee, the Town shall be charged by the Contractor for the difference between the processing fee and the commodity blended value up to the maximum charge agreed by the Town and the Contractor in Schedule III.3(b). As soon as possible, but not later than forty-five (45) days following the end of each Operating Year, Contractor shall provide the Town with its proposed annual reconciliation of payments from the Town for the prior Operating Year under this Agreement, together with reimbursement of any amounts overpaid by the town during the course of the prior Operating Year and statement of any amounts remaining due to the Contractor at that time. The Town shall provide to Contractor its review comments not later than thirty (30) days after receipt of the proposed reconciliation, together with payment for any amounts deemed outstanding and payable to Contractor or a demand for any amounts overpaid by the Town or the prior Operating Year (July 1-June 30).
- (e) Acceptance of Final Payment Constitutes Release. The acceptance by the Contractor of final payment by the Town shall be and shall operate as a release to the Town of all claims and all liability to the Contractor for all things done or furnished in connection with the Work and for every act and neglect of the Town and others relating to or arising out of the Work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this Agreement or the Performance and Payment Bond.

The Town shall regard the final invoice submitted under this Agreement as the Contractor's certification as to its conformity with all provisions of the Agreement, and that the amount stated as due the Contractor for payment is full compensation for all work done under the terms of the Agreement, and for all damages, losses and expense incurred by the Contractor in doing the Work, and that the Contractor waives all rights to claim or receive any further compensation in addition to that provided in the final invoice.

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3. Authorized Activities. Contractor shall perform only those activities (the "Authorized Activities") necessary to perform the Work, including:

(a) Pickup and Management of Refuse.

i. Contractor shall provide weekly collection of Refuse from every eligible residential dwelling unit in the Town and shall collect Refuse from Town owned buildings as set forth in the RFP, which schedule may be modified by the Town at its sole discretion and at no additional cost to the Town. The Contractor shall supply containers and pick up Refuse and waste materials from Town-owned buildings. All containers shall be clean and relatively free from odor after each emptying by Contractor. Contractor shall wash or otherwise clean the containers if such condition arises at no additional cost to the Town. All containers shall be deodorized monthly and painted and well maintained by Contractor during the term of this Agreement.

ii. Contractor shall pickup, collect and transfer Refuse to _____. Contractor shall not deliver Refuse to any other facility absent the prior approval of the Town. [Alternate: If the disposal site for refuse is the Wheelabrator Lisbon Incinerator ("WIN-Waste"), Contractor shall not transfer such wastes to any facility other than the WIN-Waste absent the prior approval of the Town. The Town, in its sole discretion, may elect to continue with WIN-Waste for the disposal of refuse, provided that any increased in tip fees beyond the pricing set forth in the price proposal set forth in Contractor's Proposal shall be a responsibility of the Town.]

(b) Pickup and Management of Recyclables. The Town shall approve all recycling bins provided by Contractor and placed at curbside and Contractor shall collect all Recyclables properly set out for recycling. Contractor shall deliver Recyclables to _____ unless another recycling processor is approved by the Town. If the Town determines that the Recyclable are not being recycled, the Town reserves the right to require the Contractor to deliver the Recyclables to a different location. The Contractor shall be responsible for assuring that material delivered to the recycling processing facility meets the processing facility specifications. Contractor shall leave a brightly colored card or sticker, provided by the Contractor, in any recycling container, which contains non-acceptable materials, stating the reason why the non-acceptable materials were not collected as Recyclables.

(c) Pickup and Management of Bulky Waste. Contractor shall pick up Bulky Waste from every eligible residential dwelling unit in the Town and shall collect Bulky Waste from Town owned buildings as set forth in the Contract Documents. Contractor shall deliver Bulky Waste to _____ unless another disposal designation is approved in writing by the Town.

(d) Contractor's Obligations Relating to the Work. (i) The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the Work required by this

*To be modified as necessary to conform to terms set forth in the Proposal
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Contract, within the time herein specified, in accordance with the provisions of this Contract and said specifications and in accordance with the directions of the Town as given from time to time during the progress of the Work.

(ii) The Contractor shall receive title to all Refuse, Recyclables, and Bulky Waste, TV/CRT/MONITORS, metals, appliances, and any wastes of whatever nature or kind, upon its collection at the residential curbside and the Town Buildings, as applicable. The Town shall not be considered the generator of any such waste for any purpose. Title to and liability for any waste shall at no time pass to Contractor if not picked up by Contractor

(iii) The Contractor shall obtain and pay for all federal, state and local government licenses and permits necessary for collecting, transporting and marketing Recycling materials and/or collecting, transporting and disposing of Refuse and the Bulky Waste.

(iv) In any event that the Town is sued or becomes subject to administrative action because the Contractor has failed to properly transport, process or dispose of the Town's Refuse, Recyclables and Bulky Waste, full restitution will be made to the Town for all expenses, fees, fines or other costs or charges incurred.

(v) The Work shall be prosecuted by Contractor regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified in the Contract Documents. It is expressly understood and agreed, by and between the Contractor and the Town, that the time for the completion of the work described therein is a reasonable time for the completion of the same; the only exception being that the Work may be suspended due to hazardous-weather related conditions. In the event of an interruptions due to weather conditions, the provisions of the RFP specify the actions to be taken by Contractor.

(vi) If the Contractor is habitually (more than one occasion per month, or at the discretion of the Town) collecting waste after the 5:30PM deadline for collection set forth in the RFP, the Town may order the Contractor to increase the number of vehicle such that all such waste may be collected prior to 5:30PM, at no additional cost to the Town. If upon receipt of such order, the Contractor fails to comply with such order within ten (10) days, or fails to respond with adequate reason why the increase is not necessary, such failure shall constitute an Event of Default as provided herein, and the Contractor shall forfeit in the form of liquidated damages as set forth in Section V.8 hereof for each day that the Contractor fails to comply with such order, and said penalty shall be imposed for each additional truck ordered by the Towns but not placed in service by the Contractor

(e) Compliance with Law.

(i) The Contractor shall observe, comply with, and be subject to all terms, conditions, provisions, requirements, and limitations of the Contract Documents and

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As may be acceptable to Town

specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Town.

(ii) At all times hereunder Contractor shall comply with all federal, state, and local laws, codes, ordinances, orders, rules and regulations having jurisdiction over Contractor in any way, and those applicable to the Work pursuant to this Agreement, including the collection and transportation of solid waste, including but not limited to those laws currently enacted and regulations currently promulgated, relating or pertaining to the Work, including the collection, transportation and disposal of Refuse, Recyclables, Bulky Waste and Hazardous Waste, as though such conditions were set forth in full therein. The Contractor shall obtain and maintain all necessary licenses, permits, and approvals required for the performance of the Work.

(iii) The Contractor shall keep himself fully informed of all federal, State and local laws, and municipal ordinances and regulations in any manner affecting those engaged or employed in the Work, or the materials used in the Work, or in any way affecting the conduct of the Work and of all such orders and decrees or bodies or tribunals having any jurisdiction or authority over the same.

(iv) If any discrepancy or inconsistency is discovered in the Contract Documents or in this Agreement for this work in relation to any such law, ordinance, regulation, order or decree, Contractor shall forthwith report the same to the Town in writing. Contractor shall at all times himself observe and comply with, and shall cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and shall protect and indemnify the Town and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees as set forth in this Agreement. Any additional cost caused by non-compliance to any applicable federal, state law or regulation shall be borne solely by the Contractor.

(v) Protection of Lives and Health. In order to protect the lives and health of his employees under this contract, the Contractor shall comply with the United States Department of Labor Occupational Safety and Health Act and all amendments thereto, all state regulations, and pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Agreement. Th Contractor alone shall be responsible for the safety, efficiency, and adequacy of his its trucks, equipment, plant, appliances, and methods, and for any damage which may result from their failure or their improper construction maintenance, or operation.

(vi) Notices of Violations, Orders, Letters of Non-Compliance and Complaints. Contractor shall promptly notify the Town if it receives any notices of violations, orders, letters of non-compliance, complaints, suits, or actions of any kind ("Notice") relating to Contractor's performance of the Work and its standing to do business in the State of Connecticut. Any such Notice shall be resolved as expeditiously as possible such that the Work proceeds without interruption.

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ARTICLE IV
CERTAIN REPRESENTATIONS AND WARRANTIES

1. Contractor Representations. Contractor hereby represents and warrants to Town that as of the Effective Date:
 - (a) Contractor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Connecticut. Contractor is qualified to do business in the State of Connecticut. Contractor's Connecticut taxpayer identification number is _____.
 - (b) The execution and delivery of this Agreement by Contractor and its performance hereunder (i) has been duly authorized by all requisite action, (ii) will not require any approval by any Governmental Authority and (iii) will not violate any provision of Applicable Law or any indenture, agreement or other instrument to which Contractor is a party or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute a default thereunder or a Lien on any property of Contractor.
 - (c) This Agreement constitutes the legal, valid and binding obligation of Contractor and is enforceable against Contractor in accordance with its terms.
 - (d) All documents, information and materials provided to Town by or on behalf of Contractor (including the Proposal) were on the date provided, true and correct in all material respects to the best of Contractor's knowledge.
 - (e) There is no action, suit or proceeding involving Contractor, or no existing events or circumstances that could, individually or collectively, reasonably be expected to materially adversely affect Contractor's businesses, operations, assets, properties, or financial stability, or the ability of Contractor to perform fully its obligations under and as contemplated by this Agreement.
 - (f) There is no claim, action, suit, arbitration, mediation or proceeding at law or in equity, or before or by any Governmental Authority that is pending against Contractor that could reasonably be expected to have a material adverse effect (i) on the transactions contemplated by this Agreement; (ii) the validity or enforceability of this Agreement; or (iii) Contractor's ability to perform fully the Work.
 - (g) Under the penalties of perjury Contractor submitted its Proposal in good faith and without collusion or fraud with any other Person. This Agreement has been entered into by Contractor without fraud or collusion by Contractor.
 - (h) This Agreement has been entered into by Contractor following its own independent investigation, examination and due diligence with respect to the subject matter hereof without any representation or warranty (whether express or implied, in fact

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or in law) by or on behalf of the Town except as otherwise specifically provided herein.

- (i) Under penalties of perjury, the Contractor has filed all State tax returns and has paid all State taxes required under law. Contractor has paid all applicable workers' compensation and second injury fund assessments concerning all previous work done by Contractor in the State of Connecticut.
- (j) Contractor has substantial expertise and experience in the conduct and maintenance of pickup, hauling and transfer operations as contemplated hereunder and it is fully qualified to perform the Work in accordance with the terms of this Agreement.
- (k) Contractor either has full ownership of the Designated Facilities ("Owner") or has a valid agreement to use the Designated Facilities ("User"). As the Owner, Contractor represents it has full Governmental Authority approval and permits for the lawful operation of the Designated Facilities and shall continue to maintain such Governmental Approvals and Permits, through the term of this Agreement. As the User, Contractor represents that the Designated Facilities have full Governmental Authority approvals and permits to operate through the term of this Agreement.
- (l) The Designated Facilities have sufficient capacity for the delivery of the Refuse and Recyclables under this Agreement for the entire Term and Contractor shall, during the Term of this Agreement, maintain and request sufficient capacity at the Designated Facilities for all such materials transported and delivered under this Agreement.
- (m) Contractor either has full ownership of the vehicles and trailers to be used in the provision of Work or has enforceable rights to use the vehicles and trailers, including any rights that may exist under a lease or other operational agreement with the owner of such vehicles and trailers, for the continued use of the vehicle and trailers through the Term of this Agreement. As the owner or operator or both, Contractor has full Governmental Authority approval and permits for the lawful operation of the vehicles and trailers and shall continue to maintain such Governmental Authority approvals and permits through the Term of this Agreement.

2. Town Representations. The Town hereby represents and warrants to Contractor that as of the Effective Date:

- (a) The Town has the full power and authority to execute and deliver this Agreement, and perform any and all of its obligations hereunder.
- (b) The execution and delivery of this Agreement by the Town and its performance hereunder (i) have been duly authorized by all requisite action, (ii) will not require any Governmental Authority approval, and (iii) will not violate any provision of applicable law.

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- (c) This Agreement constitutes the legal, valid and binding obligation of the Town and is enforceable against the Town in accordance with its terms.
- (d) The Town is authorized (i) to enter into this Agreement; (ii) to pay the fees and charges established by this Agreement; and (iii) to obligate itself to annually budget sufficient funds for the payment of such fees and charges that are obligations specifically assigned to the Town under the Contract Documents.
- (e) All documents, information and materials provided to Contractor by or on behalf of the Town (including the RFP) were on the date provided, true and correct in all material respects to the best of the Town's knowledge.
- (f) There is no action, suit or proceeding involving the Town, or no existing events or circumstances that could, individually or collectively, reasonably be expected to materially adversely affect the ability of the Town to perform fully its obligations under and as contemplated by this Agreement.
- (g) There is no claim, action, suit, arbitration, mediation or proceeding at law or in equity, or before or by any Governmental Authority that is pending against the Town that could reasonably be expected to have a material adverse effect (i) on the transactions contemplated by this Agreement; (ii) the validity or enforceability of this Agreement; or (iii) Town's ability to perform fully the under the Agreement.

ARTICLE V

LIMITATION ON LIABILITIES, INDEMNIFICATION, INSURANCE & DAMAGES

1. **LIABILITY OF THE TOWN.** The Town's liability hereunder shall be to make all payments when they shall become due, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official, officers, agents or employees of the Town, or any of their successors in office, personally liable for any obligation under this Agreement.
2. The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the Town for any purpose. The Contractor shall compensate the Town for all damages to the Town's property or the property of any of the Town residents of any nature arising out of the Contractor's Work
3. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided as the Work shall be construed to operate as a waiver of any rights of the Town under the Agreement or any cause of action arising out of the performance of the Agreement.

4. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold the Town and its respective public and appointed officials, employees, servants, representatives, agents, successors and assigns (collectively, the "Town Indemnified Parties") from and against any and all liabilities, penalties, fines, violations, sanctions, damages, losses, settlements, orders, decrees, liens, debts, charges, executions, interest, personal injuries, costs and expenses, including attorneys' and other professionals' fees and court costs (collectively, "Costs") arising directly or indirectly in connection with any and all Third Party (including employees of Contractor and the Town) suits, claims, actions and causes of action, fees, damages, administrative proceedings, losses, obligations, penalties, assertions, judgments, inquiries, demands, investigations and proceedings pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising directly or indirectly from: (i) any misrepresentation or breach of any representation or warranty herein by Contractor; (ii) acts of negligent commission or omission by Contractor with respect to the performance of its obligations hereunder; (iii) any other breach of this Agreement by Contractor; (iv) any act of negligent commission or omission by Contractor with respect to oversight and management of any of the Work performed in this Agreement; (v) any environmental contamination, pollution or condition caused by Contractor, including but not limited to the unlawful disposal of Refuse, Recyclables or any wastes that causes or contributes to pollution of the soil, surface waters or groundwater; (vi) any act by Contractor that gives rise to a claim of liability against the Town arising out of or from the Work; (vii) any thing which Contractor is required to furnish under this Agreement and (viii) for or on account of any injuries to persons or damage to property or nuisances or trespasses, and specifically including death and consequential damages, arising out of or in consequence of the acts of the Contractor in the performance of the work covered by the Agreement, whether by the Contractor or his agents, employees, or subcontractors, and whether or not such claims, demands, suits, or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings. Contractor shall use counsel reasonably acceptable to the Town in performing its obligations under this Article 4.

The Contractor agrees to hold the Surety and the Town harmless from all and any claims, liens, demands or bills for labor and/or materials furnished or delivered in the performance of this Contract, and agrees to indemnify the Surety and the Town against all loss, damage or cost, legal or otherwise, ensuing from the same.

5. INSURANCE AND WORKMAN'S COMPENSATION.
- A. The Contractor shall carry and continuously maintain until the completion of the contract, the following insurance coverages and minimum limits as specified below and in such form as shall protect the work covered by this contract. Except as otherwise stated, the amounts of such insurance shall be not less than:

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General Liability

Bodily Injury Liability \$1,000,000 per occurrence

Property Damage Liability \$2,000,000 per occurrence (or combined single limit)
\$5,000,000 per occurrence

\$1,000,000 / \$2,000,000 aggregate

Excess / Umbrella

\$5,000,000

Automobile Liability owned and non-owned

Bodily Injury Liability \$1,000,000 per occurrence

Property Damage Liability \$2,000,000 per occurrence (or combined single limit)
\$5,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Connecticut requirements

Pollution Insurance

Minimum Coverage \$1,000,000 per occurrence

- B. All policies shall be so written that the Town will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the contractor's insurance carrier showing the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations are begun. Such certificates shall not merely name the types of policy provided but shall specifically refer to this contract and shall state that such insurance is as required by this contract. The contractor shall make no claims against the Town or its officers for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of work contemplated by this contract which will be evidenced by a waiver of subrogation in favor of the Town with respect to workers' compensation policy. The certificate of insurance shall be delivered to the Town at least fifty (50) days prior to July 1 of each year that this contract is in force and effect. Failure to provide insurance requirements shall be cause to terminate this contract.
- C. All insurance required by this Agreement shall be obtained from insurance companies that are duly licensed or authorized in the State of Connecticut to issue insurance policies for the limits and coverages so required. The Town shall be named as an additional insured party on all comprehensive, general liability and automobile policy certificates per contract on a primary, non-contributory basis.

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6. **BONDS.** The Contractor shall furnish and maintain continuously for the Term of this Agreement, a bond in a form approved by the Town and, with a surety company licensed with and authorized to do business in the State of Connecticut conditioned upon the Contractor fully performing all obligations under this Agreement in performance of the Work and making full payment for all labor performed or furnished in performance of the Work. The bond shall be in an amount equal to 100% of the annual amount of this Agreement. The bond shall be renewed for each of the contract years of the Term. The bond shall be delivered to the Town at the time of execution of the Agreement. Annual performance bond renewal by the Contractor shall be executed and in place thirty (30) days prior to July 1 of that year. Contractors' failure to comply with the performance bond requirements hereunder shall be a material breach and shall be cause to terminate this Agreement.
7. **SUSPENSION OF WORK.** Should the Town be prevented or enjoined from proceeding with Work either before or after the start of performance of this Agreement by reason of any litigation or other reason beyond the control of the Town, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the Work will be extended to such reasonable time as the Town may determine will compensate for time lost by such delay with such determination to set forth in writing.
8. **PAYMENT FOR DAMAGES.** The Contractor shall pay to the Town all expenses, losses and damages as determined by the Town, incurred in consequences of any misfeasance, omission or mistake of the Contractor or his employees or the making good thereof and it is further agreed that damage to the Town will result from a failure by the Contractor to collect Refuse, Recyclables from each residence, clean up spilled materials, maintain clean vehicles, or furnish a collection and disposal schedule, therefore, the Contractor agrees to pay and the Town agrees to accept the following amounts as liquidated damages:
 - (a) Failure to clean up spilled Refuse, Recyclables or Bulky Waste ----\$100.00 each instance.
 - (b) Failure to clean vehicle or conveyances - \$100.00 each instance
 - (c) Failure or neglect to collect material placed at curbside before daily collection time as provided by this Proposal within twenty-four hours of that collection time - \$100.00 each failure or neglect.

All damages referred to in this section may be deducted by the Town from any payment then or thereafter due to the Contractor. Such damages are not a limitation on any claim for damages that the Town may have arising under statutory or common law for soil, environmental or other contamination resulting from the acts identified above.

ARTICLE VI
ASSIGNMENTS & SUBCONTRACTORS

1. **Assignments.**

(a) The Contractor shall give its personal attention constantly to the faithful prosecution of the Work, shall keep the same under its corporate control, and shall not Transfer, assign, subcontract, lease, license, franchise or by other contractual arrangement. Transfer or sublet the work or any part thereof without the prior written consent of the Town. Any Transfer, subcontract, lease, license, franchise or other contractual arrangement made in violation of the Contract shall be void *ab initio* and be of no force or effect. Contractor shall not either legally or equitably assign any of the moneys payable under the Contract, unless by and with the written consent of the Town and Contractor shall not be entitled to grant any mortgage with respect to the Contractor's interest in this Contract or collaterally assign or securitize this Contract. For purpose of this section, "Transfer" means, whether by operation of law or otherwise, whether voluntary or involuntary any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer of all or any part of this Contract, or of any legal, beneficial, or equitable interest or estate in such Contract or any part of it (including the grant of any lien or other encumbrance).

(b) The Contractor shall not, without the prior written consent of the Town, (i) merge, consolidate or reorganize with or into, or sell all or substantially all of its assets to, another Person. Any Transfer made in violation of this Agreement shall be null and void *ab initio* and of no force and effect.

2. Subcontractors. Contractor shall notify the Town of any subcontractors and Contractor shall remain responsible for the acts and omissions of its subcontractors, if any, and of all persons directly or indirectly employed by Contractor in connection with the Work. To the extent that the Contractor retains any subcontractor, the subcontractor shall meet the requirements of insurance coverage for this Agreement.

ARTICLE VII **RECORDS, INSPECTIONS & AUDITS**

1. REPORTS, RECORDS, AND DATA. Contractor shall maintain at ___[ADDRESS]___ accurate and complete reports, records and data and logs to reflect and document the Work performed under the terms of this Agreement and the obligations of Contractor. The Contractor shall submit to the Town such records and schedules of Refuse, Recyclables and Bulky Waste tonnages, quantities and costs, progress schedules, payrolls, reports estimates, records, and other data as the Town may request concerning the Work performed or to be performed under this Agreement as may be requested by the Town. Notwithstanding the preceding sentence, the Contractor shall submit to the Town a monthly report of tonnages for Refuse, Recyclables and Bulky Waste, all (by material) and sufficient documentation, which shall be determined in the Town's sole discretion, to calculate the Commodity Share set forth in Article III.3(b). Whenever requested, Contractor shall immediately furnish to the Town full and complete written reports of its operation under this Agreement in such detail and with such information as the Town may request.

2. INSPECTIONS. Contractor shall make such records available to the Town for inspection and audit with reasonable advance notice. The Town shall have the right at any time to inspect the work of the Contractor and any of its subcontractors, including the right to enter upon any property owned or occupied by Contractor or its subcontractor, as may be applicable, whether situated within or beyond the limits of the Town.

3. AUDITS. To the extent the Town commences an audit of the services, invoices and Work performed under this Agreement, including but not limited to ascertaining the Commodity Share set forth in Article III.3(b), Contractor shall permit the Town or its auditors to conduct a review of Contractor's recommendations, data and reports and pricing, including the pricing and contracts it has with the Recycling Processing Facility.

ARTICLE VIII
EVENT OF DEFAULT; TERMINATION

1. Definition of Event of Default. The following events shall constitute an "Event of Default":
- (a) Any conveyance, assignment, sale or Transfer in violation of Article VI of this Agreement.
 - (b) If any warranty or representation of Contractor in this Agreement or in any certificate or document executed and delivered by Contractor in its Proposal or in connection with this Agreement shall be untrue in any material respect as of the Effective Date.
 - (c) Contractor shall cease doing business as a going concern, make an assignment for the benefit of its creditors, admit in writing its inability to pay its debts as they become due, file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, file a petition seeking for itself any reorganization, composition, readjustment, liquidation, dissolution or similar arrangement under the Bankruptcy Code or any other present or future law or regulation; or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to the filing of such a petition or acquiesces in the appointment of a trustee, receiver, custodian or other similar official for Contractor or of all or substantially all of Contractor's assets or properties, or institutes any proceeding for the dissolution or liquidation of Contractor; a case, proceeding or other action shall be instituted against the Contractor, seeking the entry of an order for relief against Contractor, to adjudicate Contractor as bankrupt or insolvent, or seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief against Contractor under the Bankruptcy Code or other present or future rule or regulation pertaining to bankruptcy, reorganization or insolvency, which case, proceeding or other action either results in the entry or issuance of any other order or judgment having a similar effect or remains undismitted for ninety (90) days, or within ninety (90) days after the appointment, without Contractor's consent or acquiescence, of any trustee, receiver, custodian or other similar official for Contractor or for all or any substantial part of Contractor's assets and properties, such appointment shall not be vacated.

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(d) The Contractor is negligently or incompetently performing the Work, or any part thereof, or failing to perform the Work in a timely fashion, or failing to perform the Work to the satisfaction of the Town, or by not complying with the direction of the Town or its agents, all as may or may not be repetitive offenses specified and certified in writing by the Town.

(e) The Contractor is not delivering the Refuse, Recyclables or Bulky Waste pursuant to the terms of this Agreement to the Designated Facilities.

(g) The Contractor is otherwise failing to perform any other material provision of this Agreement in accordance with all of its terms and provisions.

2. TOWN REMEDIES: TERMINATION FOR CAUSE

(a) If at any time during the term of this Agreement the Town determines that an Event of Default exists, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure such breach within ten (10) days. The Contractor specifically agrees that it shall indemnify and hold the Town harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach, including all damages therefor, consequential damages and attorneys' fees, regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within ten (10) days, the Town may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement for cause by giving written notice thereof to the Contractor ("Termination Notice") specifying the effective date of the termination ("Termination Date"). Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement unless otherwise required to continue to provide the Work to the Town until the Termination Date and as approved by the Town. If requested by the Town, the Contractor shall assist the Town to transition the Work to another service provider at no cost to the Town. Upon the Termination Date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the Town may have against the Contractor up to the date of such termination, and the Contractor shall be liable to the Town for any amount which it may be required to pay in excess of the compensation provided herein, inclusive of consequential damages and attorneys' fees, in order to complete the Work specified herein in a timely manner. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Town; provided, however, that if the default relates to the provision of Recycling services, the diversion of Recycling to another Recycling Processing Facility, or calculation of the Commodity Share pursuant to Article III.3(b), the Town shall not be obligated to make any further payments to Contractor.

(b) The termination of Contractor for cause shall not prejudice or waive any rights of action which the Town may have against the Contractor because of any default or failure in performance of this Contract up to the date of such termination, and any claims the Town may

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possess under statutory or common law, and the Contractor shall be liable to the Town for any amounts authorized, including any amount authorized by the Connecticut General Statutes for fines, penalties and damages,. For such completion of the Work, at the request of the Town, the Contractor's subcontractor contracts or contracts with the Designated Facilities shall be assigned to the Town, and the Town shall take possession of the premises.

All expenses charged under this article shall be deducted and paid by the Town out of any moneys then due or to become due the Contractor under this Agreement, or any part thereof; and in such accounting the Town shall not be held to obtain the lowest figures for the work of completing the Agreement or any part thereof or for insuring it's proper completion but all sums actually paid therefore shall be charged to the Contractor. In case the expenses, including the labor and equipment for the removal of Refuse, Recyclables and Bulky Waste so charged shall exceed the sums set forth in this Agreement, the Contractor shall pay the amount of the excess to the Town during the remainder of the period covered by the Agreement. Contractor shall also pay all Town attorney's fees to the Town in the event of a Termination for Cause.

(c) Neither the Town's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the Town under the Agreement or any cause of action arising out of the performance of the Agreement.

(d) The Town Cure. The Town may cure an Event of Default (but this shall not obligate the Town to cure or attempt to cure an Event of Default or, after having commenced to cure or attempted to cure an Event of Default, to continue to do so); provided, however, that (A) the Town shall not incur any liability to Contractor for any act or omission of the Town or any other person in the course of remedying or attempting to remedy any Event of Default and (B) the Town's cure of any Contractor Default shall not affect the Town's rights against Contractor by reason of the Contractor Default. The Town may notify the Contractor and its Surety, as determined in the best interest of the Town, by a written order with a copy mailed to the home office of the Surety of the Termination Notice.

(e) Bonds. Without waiving such Event of Default, the Town may, at its sole option but without any obligation so to do, notify and make demand upon or seek payment under any of the Bonds in accordance with the terms thereof. The right is reserved to the Town, at all times, to call upon Contractor's Surety to complete such work.

(f) New Agreement. The Town (i) may execute a new agreement for the Work, or any part or parts thereof, with one or more Persons in place of Contractor for the remainder of the Term, on such terms and conditions as the Town may determine in its discretion and (ii) without modifying or expanding Contractor's obligations, may make such alterations in the Work as the Town in its sole judgment considers advisable and necessary for the purpose of executing a new agreement; and the making of any such new agreement shall not operate or be construed to release Contractor from liability hereunder as aforesaid.

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(g) Receivership. Upon application therefor, obtain the appointment of a receiver to provide the Work.

(h) Other Remedies. The Town may pursue such other legal or equitable remedies and exercise such other rights, powers and remedies as may be available to the Town in its sole and absolute discretion, including self-help.

3. TERMINATION FOR CONVENIENCE. Exclusive of the Town's rights of termination pursuant to VIII.2, the Town may elect to terminate this Agreement at any time for convenience by providing the Contractor written notice specifying therein the termination date which shall not be sooner than ten (10) days from the issuance of said notice. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Town, such payment not to exceed the fair value and costs associated with the services provided hereunder.

4. REMEDIES CUMULATIVE. The specific remedies to which the Town may resort under this Agreement, and all other rights and remedies of the Town now or hereafter existing by agreement, at law and/or in equity, are cumulative, and any two or more may be exercised at the same time. Nothing in this Agreement shall limit the right of The Town to prove and obtain in proceedings for bankruptcy or insolvency an amount equal to the maximum allowed by any law in effect at the time. In addition to other remedies provided in this Agreement, the Town shall be entitled, to the extent permitted by this Agreement or by applicable law, to injunctive relief, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Agreement, as to any other remedy allowed to the Town in this Agreement and/or at law or in equity it being acknowledged that damages may be an inadequate remedy. Forbearance by the Town to enforce one more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default.

5. The Town's Costs. If an Event of Default shall occur and not be cured within the cure periods set forth in Section VIII.2(a) above and the Town employs or engages attorneys or consultants in connection with the interpretation or enforcement of this Agreement or any provision hereof or the exercise of any of its rights or remedies hereunder as a result thereof, then Contractor shall reimburse the Town for all reasonable attorneys', consultants and expert witness fees, and all other reasonable expenses incurred by the Town as a result therefrom.

6. Survival of Certain Provisions. Upon Termination or expiration of this Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party; provided, however, that the following provisions shall survive the Termination or expiration of this Agreement except as otherwise provided herein: (a) any and all indemnity and obligations of arising hereunder and under applicable Legal Requirements, (b) The Town's remedies following an Event of Default, (c) the provisions of this Article XVIII and (d) any other provisions hereof which expressly provide that such provision survives the expiration or earlier Termination of this Agreement.

ARTICLE IX
GENERAL PROVISIONS

1. **ROYALTIES AND PATENTS.** The Contractor shall pay all applicable royalties and license fees, if any. In addition, the Contractor hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights.
2. **SUCCESSOR AND ASSIGNS.** Subject to any provision of this Agreement that may prohibit or restrict assignment of any rights hereunder, this Agreement shall bind and inure to the benefit of the respective permitted successors, assigns and representatives of the parties hereto.
3. **RULES OF CONSTRUCTION.** The Town and Contractor acknowledge and agree that (a) each party and its counsel has reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision, (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement and (c) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement. The RFP, Proposal, Exhibits and Schedules attached hereto, are incorporated herein and made a part of this Agreement. The titles and headings used in this Agreement are for convenience only and shall not be used in the construction or interpretation hereof. Each party shall bear its own expenses in connection with the negotiation, execution and performance of this Agreement except as otherwise expressly provided hereunder
4. **NO PARTNERSHIP OR AGENCY.** In no event shall the Town be considered a partner or joint venturer with Contractor by virtue of this Agreement. Nothing herein shall make the Town in any way liable or responsible for any debts, obligations, or losses of Contractor. Further, nothing contained in this Agreement shall constitute or be deemed to constitute the Contractor to be an agent of the City.
5. **NO WAIVER.** Failure on the part of either party to complain of or take any action or non-action on the part of the other party, no matter how long the same may continue, shall not be construed to be a waiver by such party of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by such party shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of any party requiring such consent or approval shall not be construed to waive or render unnecessary such party's consent or approval to or of any subsequent similar act by the other party.
6. **NO ACCORD AND SATISFACTION.** No payment by the Contractor, or acceptance by the Town, of a lesser amount than shall be due from the Contractor to the Town shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Contractor under the provisions hereof. The acceptance by the Town of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in

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full, shall be given no effect, and the Town may accept such check without prejudice to any other rights or remedies which the Town may have against the Contractor.

7. SEVERABILITY. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated unless the deletion of such provision would result in such a material change so as to deprive either party of the intended benefits of the Agreement.

8. DELIVERY OF ITEMS TO THE TOWN. By accepting delivery of any item furnished by Contractor hereunder, including any documents or certifications, the Town shall not be deemed to have warranted, consented to or affirmed the sufficiency, legality, effectiveness or legal effect of same or of any provision thereof, and such acceptance shall not be or constitute any warranty, consent or affirmation with respect thereto by the Town.

9. WAIVER; MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

10. FURTHER ASSURANCES. Each party shall take such action and deliver such instruments to the other party, in addition to the actions and instruments specifically provided for herein, as may reasonably be requested or required to effectuate the purposes or provisions of this Agreement.

11. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

12. NOTICE. Any notice required to be given hereunder shall be in writing and may be sent by electronic mail to the persons and email addresses listed below, with a copy to follow via U.S. Mail. Each party shall have the right to change its address for the receipt of notices, upon the giving of proper notice to all other parties hereto.

Contractor:

With a copy to:

Town of Putnam:

Mayor
Town of Putnam
200 School Street
Putnam, Connecticut

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With a copy to:

Any such notice or correspondence shall be deemed given when so delivered by hand, by email upon evidence of the receipt by the named recipient, and if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

13. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut, exclusive of conflict of laws provisions, and the Contractor submits to the jurisdiction of any the appropriate courts in the State of Connecticut for the adjudication of disputes arising out of this Agreement.

14. FORCE MAJEURE.

(a) Delays and Remedies.

1. If any event of Force Majeure occurs which, through no fault of the Contractor, delays or will delay performance required by this Contract, which event was: (i) beyond control of the Contractor, its agents, employees and subcontractors, and (ii) could not have been prevented or avoided by the exercise of due care, foresight, or due diligence on the part of the Contractor, its agents, employees and subcontractors, the Contractor shall immediately notify the Town of the delay in writing, and in such writing the Contractor shall explain, in reasonable detail, the cause of the delay and the steps or measures intended to be taken to prevent or minimize the delay, including a timetable by which the Contractor intends to implement such steps or measures. The suspension of performance arising from a Force Majeure Event shall be of no greater scope and no longer duration than necessary to deal with such Force Majeure Event. The excused Party shall use commercially reasonable efforts to remedy any inability to perform its obligations hereunder as the result of the Force Majeure Event. The Contractor shall implement such steps or measures as are approved by the Town to avoid or minimize any delay. The Town's approval or failure to approve any measures or steps relieve the Contractor of its responsibilities under this Agreement.

2. Except for all accrued payment obligations of each Party, each Party shall be excused from performance, and will not be considered to be in default in respect to any obligation hereunder, if performance cannot occur due to a Force Majeure Event. Neither Party shall be relieved of its obligations under this Agreement solely because of increased costs or other adverse economic consequences that may be incurred through the performance of such obligations. Strikes, work stoppages, secondary boycotts or walkouts shall not be a Force Majeure Event if such action is due to: (a) Contractor's breach of its labor agreement with any collective bargaining representative of its employees engaged in such actions; (b) Contractor's

lack of good faith or maintenance of an unreasonable economic position in negotiating with any collective bargaining representative of the unit employees engaged in such actions; (c) Contractor's willful disregard in the context of labor negotiations of its obligations under this Agreement with the intent or effect of hindering, interfering with, or otherwise adversely affecting this Agreement; or (d) any lack of cooperation or resistance on the part of the owners and operators of the Designated Facilities.

(b) Extension of Remedy

If the Contractor notifies the Town of the occurrence of an event of Force Majeure which delays or will delay performance of the work under this Contract, and if the Contractor otherwise complies with the requirements of this Article, Paragraph A above, and if the Town reasonably determines in its sole discretion that the delay has been or will be caused by circumstances beyond the control and without the fault of the Contractor, its agents, employees and subcontractors, and cannot or could not have been overcome by the exercise of due diligence, due care or foresight, subject to the Contractor's right to hearing and determination by Town Administrator. The Town shall extend the time for performance hereunder for a period of time equal to the length of the delay.

(c) Cost Increases

Unanticipated or increased costs or expenses associated with the implementation of the Work required under this Agreement, including any changes in economic or market specifications or market conditions affecting the sale of Recyclables, through an event of Force Majeure or other changed financial circumstances shall not, for the performance of the Work required by this Agreement, be considered beyond the control and without the fault of the Contractor. Such increases in costs and expenses are not a Force Majeure event.

(d) Labor Strikes

If delays are caused by a strike or other labor unrest of the Contractor's employees, the Contractor shall diligently and in good faith take all action necessary in order to resume operations and may seek judicial relief in order to resume operation. The Contractor shall during any such period keep the appropriate Town official duly notified of all such actions, if the Town so desires, but this right of the Town shall not create any obligation of the Town to participate or intervene, and nor shall any participation or intervention relieve Contractor of its obligations under this Paragraph. In the event of strike or other work stoppage, subject to the Town's approval which shall not be unreasonably withheld, the Contractor will provide substitute employees or collection service without additional cost to the Town.

(e) Changes in Law

The Parties acknowledge that changes in law promulgated or decided by a Governmental Authority may occur during the pendency of this Agreement. In the event that the change in law presents a material change in the Refuse, Recyclables and Bulky Waste to be delivered by

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the Town and collected and disposed of by the Contractor, the party asserting that such change in law has a material effect on this Agreement shall provide notice to the other party within fifteen (15) days of when the party seeks to assert an amendment to this Agreement pursuant to a change in law. The Parties will engage in good faith negotiations to determine whether such change in law by the Governmental Authority has a material impact on this Agreement and, if such determination is made, to amend this Agreement to reflect such change in law. Contractor understands that the Town may not authorize such an amendment absent approval by the applicable Town Board(s) or may not be in a position to amend this Agreement, modify the pricing schedule and make any revised payments until the next Operating Year following any claim of a change in law that is acknowledged by Town staff. If the change in law has no impact on the pricing schedule and payment schedule, the Town may consider and submit such amendment to the appropriate Town officials at any time. No amendment shall be executed by the Town arising from any increases in costs associated with a change in law if alternatives exist, which alternatives shall be presented to the Town by Contractor. Any amendments to this Agreement that inure to the benefit of the Town that results from a change in law by a Governmental Authority shall occur at any time.

15. ENTIRE AGREEMENT.

(a) This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, except as herein specified. To the extent that any term of Work is set forth in the RFP and accepted or not objected to in the Proposal (Exhibit 2) and otherwise not repeated or recited herein, such RFP term as set forth in Exhibit 1 is included herein as an integral part of this Agreement as if it is fully set forth and its terms shall be fully enforceable by the Town in this Agreement. Any conflicts between and among the RFP, the Proposal and this Agreement shall be resolved by reference to this Agreement first, the RFP second, and the Proposal third.

(b) This Agreement shall not be modified or amended except by a written document executed by the parties hereto. No amendments or modifications of this Agreement shall be valid unless in writing and executed by duly authorized representatives of the parties.

(c) CLAIMS FOR EXTRA COST. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order approved by the Town and in accordance with this Agreement, as aforesaid. To receive payment for any such approved written order, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Town, give the Town access to accounts relating thereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Town of Putnam

By: _____
Norman "Barney" Seney, Jr.
Its Mayor

Contractor

By: _____

Appendix B: Summary Town of Putnam MSW, Recycling and Bulky Waste Program, as of July 2022

Town of Putnam Curbside Trash Program July 2022

TRASH

Questions- 860-963-6818

\$1.00 sticker applies to 13 to 20 gallon bags, weight maximum of 20 lbs.

\$2.00 sticker applies to 30 to 35 gallon bags, weight maximum of 35 lbs.

NOTE; Overweight bags of Trash will not be collected.

Stickers are available at Price Chopper, Putnam Supermarket, Stop & Shop, Sunoco-Kennedy Dr, Global Fuel-School St, Modern Lumber, Town Hall (town clerk) and Town Library.

HOLIDAYS COLLECTION SCHEDULE

Holidays are: New Year's Day / Memorial Day / July 4th / Labor Day / Thanksgiving / Christmas.

Holidays falling on a week day: If your collection day falls on or after the holiday, the collection day is delayed by a day.

Collections are not affected for holidays falling on the weekend.

Trash and recycling MUST be curbside by 6 a.m. on your scheduled day. Place as close to the road as possible or on the edge of the sidewalk

Only trash bags may be used for trash. Plastic handle store bags may not be used to hold trash or recyclables.

Trash receptacles may be utilized at the resident's expense.

Items that **MAY NOT** be left curbside: construction/demolition debris, porcelain fixtures (sinks, toilets), mattresses and box springs, electronics, large or small metal objects, any bulky waste not listed in the curbside bulky section, chemicals, yard waste, hazardous or flammable materials.

RECYCLING

Blue recycling bins are available at the town clerk's office during business hours: 8:30-4:30 M, T, W; 8:00-6:00 TH; 8:00-1:00 F. There is no charge for recycling bins.

Recycling Items are:

- ✓ Newspapers / Magazines
- ✓ Metal Cans
- ✓ *Cardboard
- ✓ Plastic Bottles
- ✓ Glass: Food & Beverage
- ✓ Junk/Office Paper

Note: Plastic bags cannot be recycled and should be placed in the trash.

*Larger quantities of cardboard must be flattened, be no larger than 2' x 4', and tied, 1 bundle per week.

Paint (latex and oil based) and stains are accepted at Sherwin Williams which is the paint recycling center for Putnam. Maximum 5 gallons per visit. Call them at 860-928-0429 for details.

Shredded paper is not accepted for recycling and must be placed in the trash.

Rechargeable and Alkaline Batteries should be brought to the next Town or Regional HHW Event.

Automotive Batteries are accepted at many auto repair facilities and at Ross Recycling, 64 Tucker Hill Road in Putnam.

CURBSIDE BULKY ITEMS

METAL MUST BE REMOVED FROM SLEEPER SOFAS AND RECLINERS

ONE ITEM PER HOUSEHOLD PER WEEK

Wood headboard/footboard, wood dining table in pieces, other wood furniture less than 50 lbs- \$4 (stickers) per item

Wood chest of drawers or bureau, wooden door- \$6 (stickers) per item

Couch, loveseat, stuffed chair, recliner, wood desk- \$6 (stickers) per item

Wood chair- \$6 (stickers) per chair

Rugs must be cut to 3-foot lengths, rolled and tied, less than 35 lbs- \$2 (stickers) per roll

Large plastic pieces (sandboxes, lawn furniture) require \$2 (stickers) per item.

Demolition/construction debris:

Resident must make private arrangements. The cost of hauling and disposal is a homeowner responsibility.

TOWN SERVICES

Leaves- town-wide collection of leaves starts the last Monday in October and continues through December 1st. Leaves must be at the edge of the property, unbagged. The truck mounted vacuum must be able to reach staged leaves: driveway and lawn collections are not provided.

Leaf collection begins in the special services district and works out to the other districts. Vacuum collections are weather and volume dependent so specific days of collection cannot be provided. Collections continue until December 1, or until weather conditions (snow) cease efforts. Leaves are not collected in the spring. Please do not block sidewalks with leaves.

Brush- brush is collected town wide twice a year; the last full work week of April and the last full work week of September. Brush must be placed at the edge of the property. Branches must be 6 inches or less in diameter.

LAND CLEARING WILL NOT BE TAKEN. In the event of a major storm, the town will canvass the town and chip brush as soon as major hazards are taken care of.

Grass clippings are not picked up by the town. We recommend mulching your grass clippings into the lawn. Note: Grass clippings will not be picked up by the trash service.

Christmas trees- Live cut Christmas trees may be brought to 191 Church St or 151 Fox Rd for disposal at no charge. Artificial trees may be bundled with string or placed in original box and taken away with curbside trash for \$2 (stickers).

HIGHWAY GARAGE 151 FOX RD

These services are restricted to Putnam residents.

The following items and ONLY the following items may be brought to the highway garage at 151 Fox Rd and placed in the shed.

Any small or large metal including large appliances and small appliances, metal exercise equipment, bed rails, old bicycles, metal kitchenware, etc. (no charge)

Electronics including computers, monitors, printers, scanners, phones, TVs, keyboards, etc. (no charge)

Tires- passenger tires require \$3 worth of (stickers) per tire. For large truck or tractor tires \$5 worth of (stickers) per tire. Tires on Rims are acceptable.

Mattresses and box springs may be brought to 151 Fox Rd Monday through Friday between the hours of 7:30 a.m. and 1:30 p.m. M-F or the 1st or 3rd Saturday of the month between 9 a.m. and noon. Drive through the gate and if no one comes out, beep the horn and someone will come out and direct you to the dumpster for disposal. There is a limit of 4 mattresses / box springs per trip. Do not leave mattresses outside the gate or in the shed.

Nothing else may be brought to the Town Highway Garage at 151 Fox Rd.

BULKY/HAZARDOUS WASTE

Bulky items not collected at curbside or at the highway garage must be stored until the town's annual free bulky waste collection day. At this event all bulky items except construction/demolition debris are accepted. The Annual Bulky Waste Event will be advertised (Shopper's Guide / Radio) announcing the details and location. If you need to get rid of the item sooner, you must make private arrangements.

Hazardous Waste (HHW) must be disposed of at the annual free hazardous waste collection day; [Paint, Stains, Garden and Auto chemicals, etc.]. The HHW Day will be advertised (Shopper's Guide /Radio) announcing the details and location. Ammunition, gunpowder, and fireworks are not allowed.

DO NOT DROP UNAUTHORIZED ITEMS AT THE HIGHWAY GARAGE. CAMERAS HAVE BEEN INSTALLED AND VIOLATORS WILL INCUR DUMPING CHARGES

Trash hotline 860-963-6818

Appendix C: Collection Day by Street, as of July 2022

Find Your Street & Your Collection Day

Monday

Arch St.
 Bonosconi Dr.
 Brookside St.
 Church St.
 (Providence St. to Pomfret St.)
 Cottage St.
 Fairmount St.
 Fenner St.
 Gary School Rd.
 Gilman St.
 Green St.
 Old CT 91
 High St.
 Hurlbut St.
 Keech St.
 Labossiere Lane
 Lamothe St.
 Laurel St.
 Mantup Rd.
 Maple St.
 Marshall St.
 (Providence to Woodstock Ave.)
 Maynard St.
 (Providence St. to Woodstock Ave.)
 Mill St.
 Milton St.
 Modock Rd,
 Morse St.
 Myers St.
 Myrtle St.
 Park Rd.
 Park St.
 Pomfret St./Rte 44
 Poulin Drive
 Quinebaug Ave.
 Ravine St.
 Ray St.
 Recreation Park Rd.
 Richmond Rd.
 (from Gary School Rd. & Underwood Rd.)
 River Rd.
 Roosevelt St.
 Sabin St.
 Senexet Rd.
 South Prospect St.
 Sunnyside Ave.
 Sunset Ave.
 Town Farm Rd.
 Underwood Rd.
 Van Den Noort St.
 (Providence St. to Woodstock Ave.)
 Vandale St.
 West Thompson Rd.
 Whipple St.
 Wicker St.
 Woodstock Ave.
 Woodstock Ave. West

Tuesday

Arthur St.
 Blood Rd.
 Bradley Rd.
 Bradley St.
 Brown St.
 Burnham St.
 Cady Rd.
 Center St.
 Chapman St.
 Chase Rd.
 East Putnam Rd.
 (Rte 44/Providence Pike to Killingly Line)
 Eden St.
 Edmond St.
 Farrow's St.
 Five Mile River Rd.
 Florence St.
 Fremont St.
 George St.
 Grove St.
 Heritage Rd.
 Hurry Hill Rd.
 Industrial Park Rd.
 James St.
 James St. West
 John Bennett Rd.
 Joslin Rd.
 Killingly Ave.
 King St.
 Leyden St.
 Memorial Terrace
 Nancy Drive
 Perry St.
 Pierce Rd.
 Pleasant St.
 Ring St.
 Ross Hill Rd
 Seward St.
 South Main St.
 Tatem St.
 Toker Hill Rd.
 Vine St.
 Wilson Rd.
 River Junction

Thursday

Aldrich Rd.
 Alpha St.
 Ash St.
 Aspinock Rd.
 Barber St.
 Bates Ave.
 Bellevue St.
 Bolles St.
 Brookside Dr.
 Buck St.
 Centennial St.
 Charles St.
 Chassey St.
 Corbin St.
 Davis St.
 Dewey St.
 Flagg St.
 Fox Rd.
 Frank St.
 Franklin St.
 Front St.
 Genevieve St.
 Groveland Ave.
 Hammond St.
 Hanley St.
 Hawkins Rd.
 Intervale St.
 Laconia Ave.
 Letters St.
 RTE 21/Liberty Hwy
 (Rte 44 to Killingly line)
 Lyon St.
 Market St.
 May St.
 Mechanics St.
 Nichols St.
 Oak St.
 Olney St.
 Paula Rd.
 Pearl Ave.
 Pitkin Rd.
 Prospect St.
 Railroad St.
 Rowe St.
 School St.
 Shipee Woods Dr.
 Smithfield Ave.
 Thompson Ave.
 Tourtelotte Rd.
 Walnut Rd.
 Walnut St.
 Waltham Ave.
 Whittemore St.
 Wilkinson St.

Friday

Addison St.
 Auburn St.
 Battey St.
 Bibeault St.
 Breault St.
 Chase St.
 Church St.
 (Providence St. to Thompson Line)
 Cleveland St.
 Cloran St.
 Daniels St.
 David Circle
 David St.
 Dudley St.
 Dufault St.
 Duffy St.
 East Putnam Rd.(Thompson Line)
 Elmwood Hill Rd.
 Elvira Heights
 Emond St.
 Harrison St.
 Kennedy Drive
 Lafayette St.
 RTE 21/Liberty Hwy
 (Rte 44 to Thompson Line)
 Kunitz Rd
 Marshall St.
 (Providence to Harrison St.)
 Mary Crest Drive
 Maynard St
 (Providence to Harrison St.)
 Mohegan St.
 Munyan Rd.
 North St.
 Oak Hill Drive
 Pezanko Court
 Powhatten St.
 Providence Pike/RTE 44
 (RT 395 to Rhode Island Line)
 Providence St.
 Rhode Island Line Rd.
 Riverside St
 Sayle Ave.
 Smith St.
 ST. Peter Court
 Thurber Rd.
 Van Den Noort St
 (Providence St. to Smith St.)
 Viens St.
 Woodside St.

