

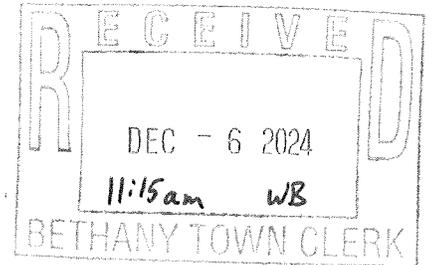
**MUNICIPAL SOLID WASTE
RESIDENTIAL CURBSIDE COLLECTION, PROCESSING AND DISPOSAL**

AGREEMENT BETWEEN

TOWN OF BETHANY

And

RESIDENTIAL WASTE SYSTEMS, LLC



THIS AGREEMENT is effective as of July 1, 2024, (the "Effective Date") and is dated below on the signature page by and between the Town of Bethany, a municipality duly organized under the laws of Connecticut and having a usual place of business at 40 Peck Road, Bethany, Connecticut, hereinafter referred to as the "Town", and Residential Waste Systems, LLC, a Connecticut limited liability company having a usual place of business at 770 Wooden Road, Stratford, Connecticut, 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, through a Request for Proposals ("RFP", attached as Exhibit 1 hereto), the Town invited the submission of proposals for Municipal and Residential Solid Waste and Recycling Collection, hereinafter "the Project";

WHEREAS, the RFP requested that the response of bidders include proposals for a term of July 1, 2024 to June 31, 2026 for the collection of municipal and residential solid waste and recycling, as well as municipal and solid waste collection only, and recycling collection only;

WHEREAS, the Contractor submitted a Proposal dated February 26, 2024 (the "Proposal", attached as Exhibit 2 hereto) to perform the work in response to the Town RFP and required to complete the Project;

WHEREAS, the Town operates under a Town Meeting form of government;

WHEREAS, the Town Meeting is the legislative body with the sole authority to approve the implementation of a curbside recycling program (the "Recycling Program");

WHEREAS, the Board of Finance advanced a proposed budget to the Town Meeting at the Town's annual meeting held on May 20, 2024 that included the Recycling Program;

WHEREAS, the Town Meeting rejected the Recycling Program by voting to remove the proposed appropriation from the budget;

WHEREAS, notwithstanding the provisions of Conn. Gen. Stat. § 22a-241j (a),

pursuant to Conn. Gen. Stat. § 22a-220 (a), the Town is obligated to make provisions for the safe and sanitary disposal of all solid waste that is generated within its boundaries;

WHEREAS, notwithstanding the provisions of Conn. Gen. Stat. § 22a-241j (a), pursuant to Conn. Gen. Stat. § 7-148 (c)(4)(H), the Town is empowered to provide for or regulate the collection and disposal of garbage, trash, rubbish, waste material and ashes by contract or otherwise;

WHEREAS, notwithstanding the provisions of Conn. Gen. Stat. § 22a-241j (a), pursuant to Conn. Gen. Stat. § 22a-221, the Town may make contracts for the exercise of its corporate or municipal powers with respect to the collection, transportation, separation, volume reduction, processing, storage and disposal of its solid wastes for a period not exceeding thirty years and may pledge its full faith and credit for the payment of obligations under such contracts;

WHEREAS, notwithstanding the provisions of Conn. Gen. Stat. § 22a-241j (a), pursuant to Conn. Gen. Stat. § 22a-220 (f), the Town is required to, consistent with the requirements of section 22a-241b, make provisions for the separation, collection, processing and marketing of items generated within its boundaries as solid waste and designated for recycling by the Commissioner;

WHEREAS, Conn. Gen. Stat. § 22a-241b does not require that municipalities that provide curbside MSW pickup also provide curbside recycling pickup.

WHEREAS, the Town has made provisions for the separation, collection, processing and marketing of items generated within its boundaries as solid waste and designated for recycling by the Commissioner at its Recycling Center located at 755 Amity Road, Bethany, CT.

WHEREAS, Conn. Gen. Stat. § 22a-213 (a) requires the Town to submit this contract for review and approval of the Commissioner of the Department of Energy and Environmental Protection ("DEEP") as conforming to recognized standards of public health and safety before it can be implemented;

WHEREAS, notwithstanding the provisions of Conn. Gen. Stat. § 22a-241j (a), Conn. Gen. Stat. § 22a-213 limits the authority of the Commissioner of DEEP to reject a contract to the determination that said contract conforms to recognized standards of public health and safety or when the Commissioner finds that the facility to which the waste is to be transported for processing, storage and disposal has not been issued a solid waste permit to operate the facility and lacks the necessary capacity to accommodate the terms of the contract;

WHEREAS, the curbside collection of recycling required by Conn. Gen. Stat. § 22a-241j (a) is not related to recognized standards of public health and safety, the issuing of permits to operate the facility to which the waste is to be transported for processing, storage and disposal, or the capacity of such a facility to accommodate the terms of this contract;

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 agree as follows:

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:

“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 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, 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

"REFUSE" shall mean residential solid waste.

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

The definitions provided in section 2 of the Specifications provision of the RFP are incorporated herein and made a part hereof by reference.

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."

ARTICLE II TERM

1. Term of Contract. This Agreement shall be in effect from July 1, 2024 and shall expire on June 30, 2029, unless terminated earlier pursuant to the terms hereof.

2. Options to Extend. Upon mutual agreement and negotiation of fees between the Town of Bethany and the Contractor and subject to approval of the Bethany Board of Selectmen, the Contract may be extended for a further period or periods of twelve (12) months not to exceed twenty-four (24) months or until June 30, 2031.

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. At its Annual Town Meeting held on May 20, 2024, the Town Meeting rejected the proposal to commence a single stream recycling curbside pickup program. However, if the Town decides, within the term of this Agreement, to implement curbside recycling pickup, the Contractor's obligations concerning recycling stated in the RFP shall be incorporated into this Agreement and commence on the first day of July that immediately follows the date of the Town Meeting that authorizes such implementation.

2. Compensation.

(a) The Town shall pay Contractor as full compensation for the performance of the Work outlined in Section 1 above the contract as follows:

- i. ***Municipal and Residential Solid Waste Collection Only***

- Year One: \$317,825.93;
- Year Two: \$328,949.91;
- Year Three: \$339,472.87;
- Year Four: \$349,728.29; and,
- Year Five \$359,046.49

as provided for in the price in the Contractor's bid proposal related to Municipal and Residential Solid Waste Collection ONLY.

- ii. If the Town decides, within the term of this Agreement, to implement curbside recycling pickup, the Town shall pay Contractor, in lieu of the amounts provided in 2 (a)(i) above, as provided for in the price in the Contractor's bid proposal related to Municipal and Residential Solid Waste and Recycling Collection commencing on the first day of July that follows the Town Meeting that authorizes such implementation as follows:

- Year One: ***Intentionally Omitted***
- Year Two: \$539,426.69

- Year Three: \$558,305.91
- Year Four: \$572,334.59
- Year Five: \$589,759.79

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.

(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 weight slips, a report of the addresses and number of dumpsters collected, and a copy of the log of customer complaints.

(c) There shall be no other costs or charges for any work performed under this Contract.

(d) 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.

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. The Contractor shall supply containers and pick up Refuse and waste materials from Town-owned buildings.

ii. Contractor shall transfer Refuse picked up and collected and transfer

Refuse to the Wheelabrator Bridgeport Incinerator ("WIN-Waste"), Contractor shall not transfer such wastes to any facility other than WIN-Waste absent the prior approval of the Town. Contractor shall not deliver Refuse to any other facility absent the prior approval of the Town. The Town shall be responsible for all MSW disposal fees.

- (b) 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 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 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 disposing of Refuse.
- (c) In any event that the Town is sued or becomes subject to administrative action and it is judicially proven that the Contractor has failed to properly transport, process or dispose of the Town's Refuse, in violation of the terms of this Agreement, then Contractor shall be responsible to the Town for all expenses, fees, fines or other costs or charges incurred as a result of said proven violation or breach of this Agreement. In any event that the Contractor is sued or becomes subject to administrative action and it is judicially proven that the Town has breached or violated the terms of this Agreement, then the Town shall be responsible to the Town for all expenses, fees, fines or other costs or charges incurred as a result of said proven violation or breach of this Agreement.
- (iv) Subject to FORCE MAJEURE as defined herein, 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.

(c) 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 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 itself 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 itself 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.

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)
 - (c) 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.
 - (d) This Agreement constitutes the legal, valid and binding obligation of Contractor and is enforceable against Contractor in accordance with its terms.
 - (e) 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.
 - (f) 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.
 - (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 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.

- (h) 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.
- (i) 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 or in law) by or on behalf of the Town except as otherwise specifically provided herein.
- (j) 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.
- (k) 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.
- (l) Contractor has a valid agreement to use the Designated Facilities ("User").
- (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.
- (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,. 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. Except as limited by law, 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, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising directly or indirectly from: (i) any proven misrepresentation or breach of any representation or warranty herein by Contractor; (ii) proven acts of negligent commission or omission by Contractor with respect to the performance of its obligations hereunder; (iii) any other judicially proven breach of this Agreement by Contractor; (iv) any proven 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 or any wastes that causes or contributes to pollution of the soil, surface waters or groundwater; (vi) ; (vii)) f The Town shall indemnify Contractor, its agents and employees, from and against all claims, damages, losses, and expenses, including a reasonable attorney's fee where such claim, damage, loss or expense is caused in whole or in part by an act or omission by the Town, its agents, its elected or appointed officials, or its employees.
5. 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.
6. INSURANCE AND WORKMAN'S COMPENSATION.

The Contractor shall carry and continuously maintain until the completion of the contract, the necessary insurance coverages and minimum limits as required by the State of Connecticut and/or as is customary in the industry.

- A. 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 Agreement and shall state that such insurance is as required by this contract. The certificate of insurance shall be delivered to the Town upon the renewal certificate being issued for each year that this contract is in force and effect. Failure to provide insurance requirements shall be cause to terminate this Agreement.

- B. 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.
7. 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 and delivered to the Town upon the renewal being issued. Contractors' failure to comply with the performance bond requirements hereunder shall be a material breach and shall be cause to terminate this Agreement.
8. 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.

ARTICLE VI
ASSIGNMENTS & SUBCONTRACTORS

- 1. Assignment
 - (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 Agreement 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 Agreement , 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 Agreement or collaterally assign or securitize this Agreement . 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 Agreement , or of any legal, beneficial, or equitable interest or estate in such Agreement 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 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 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. 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.

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.

- (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 pursuant to the terms of this Agreement to the Designated Facilities.
- (f) The Contractor is otherwise failing to fulfil 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.

(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 Agreement up to the date of such termination, and any claims the Town may 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 its 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 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.

(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. 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.

4. If the Town defaults under this Agreement, Contractor shall have all remedies available at law.

5. The Town's Costs. If an Event of Default shall occur and not be cured within the cure periods set forth herein above and the non-defaulting party 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 defaulting party shall reimburse the non-defaulting party for all reasonable attorneys', consultants and expert witness fees, and all other reasonable expenses incurred 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. **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.
2. **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
3. **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.
4. **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.
5. **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 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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: Residential Waste Systems, LLC
770 Woodend Road
Stratford, CT 06615
ATTN: JR Bria
EMAIL: jrbria@gmail.com

Town: Town of Bethany:
Office of the First Selectman
40 Peck Road
Bethany, CT 06524

ATTN: Paula Cofrancesco
EMAIL: pcofrancesco@bethany-ct.com

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.

12. 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.

13. 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 Agreement, 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 Agreement , 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 equal to the length of the delay.

(c) 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.

(d) 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. If the change in law presents a material change in the Refuse to be delivered by 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 legislative authority 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 body politic 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.

14. NON-APPROPRIATIONS CLAUSE.

The obligations of the Town under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the appropriating authority for the purposes of this Agreement. If the Town fails to make such appropriations as required under this Agreement, then this Agreement shall terminate and the Parties shall have no further obligations under this Agreement, except those that expressly survive the termination of this Agreement. The Town shall notify Contractor in writing, if any required appropriations are not obtained, and in such event, this Agreement shall terminate.

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.

15. Residential Waste Systems is to provide each residential dwelling (that is recognized by the Tax Assessor) one ninety-five-gallon trash cart. The carts are property of Residential Waste Systems and it is the sole responsibility of Residential Waste Systems to replace and maintain carts as needed through the life of the Agreement . Residential Waste Systems will be required to service each provided cart. Excess outside the cart or items that do not qualify as MSW will be left behind (demolition, hazardous waste, yard debris, & recyclable material). All residents are required to use a ninety-five-gallon cart for a minimum period of ninety days. After the ninety-day period a request can be made for a sixty-five-gallon cart. There will be a limited number of approved requests for special circumstances as determined by RWS in its sole discretion not to exceed 7% of the Town's residential dwellings or 200 units whichever is less. Once the change of cart size is made, a resident cannot return to the larger size. Any residential dwelling that requests an additional Trash cart(s) will be charged directly by Residential Waste Systems; the cost for each additional cart will be negotiated with the Town and RWS 60 days prior to each fiscal year.

16. The Town shall provide Residential Waste Systems with an Assessor's list detailing the number residential dwellings. Price increases due to added dwellings can only be added at the start of a budget year and cannot go below 2200 units. Residential Waste Systems must service and absorb any units added during the budget year.

[SIGNATURE PAGE FOLLOWS]

[INTENTIONALLY LEFT BLANK]

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

Town of Bethany

By: Paula Cofrancesco

Paula Cofrancesco,
Its First Selectwoman,
*solely as acknowledgement of the
authority granted to her by action of the
Town Meeting and Board of Selectmen*

Contractor

By: _____

Jonathon Bria
Residential Waste Systems, LLC
Duly authorized

EXHIBIT A

REQUEST FOR PROPOSAL

EXHIBIT B

CONTRACTOR'S RESPONSE TO REQUEST FOR PROPOSAL

