

**Municipal Solid Waste Contract
Between COMPANY And
THE TOWN OF ANSONIA**

THIS CONTRACT is made and dated as of _____, 2024, by and between the _____
(the "Company"), _____, and
the TOWN OF ANSONIA (the "Municipality"), a municipality and political subdivision of
Connecticut with offices at _____

WITNESSETH:

WHEREAS, the Municipality wishes to enter into a contract with the Company for Municipal Solid Waste services and to pay the fees and charges established for such services as described.

NOW, THEREFORE, in consideration of the provisions hereinafter set forth, the Company and the Municipality agree as follows:

I. DEFINITIONS

101. Definitions.

"**Municipal Solid Waste or MSW**" shall mean refuse generated by and collected from residential, commercial, institutional, industrial and other establishments.

"**Disposal Charges**" shall have the meaning set forth in Section IV of this Contract.

"**Facility**" shall mean the Company's transfer station located at _____

"**Week**" shall mean a calendar week.

II. SERVICES AND RESPONSIBILITIES

201. Services And Responsibilities. The Company shall provide to the Municipality, Municipal Solid Waste services until the expiration of the term of this Contract and the Municipality shall deliver all of its Municipal solid waste to the Company's Facility. Such MSW disposal services shall include:

- (a) The delivery by the Municipality of all MSW controlled by the Municipality. There is no put-or-pay amount under this Contract;
- (b) The necessary access to the Company's Facility for Company or Municipality
- (c) The non-exclusive use of the Company's Facility; and
- (d) The handling and disposal of MSW in accordance with all requirements imposed by local, federal and State of Connecticut authorities having jurisdiction.

202. Deliveries Of Municipal Solid Waste. The Company and the Municipality have a separate agreement for hauling services, and the Company shall haul MSW to the Facility pursuant that agreement, or during any renewal or extension period of that agreement. In the event the Municipality does not elect to extend or renew such hauling agreement with the Company, or the Municipality has others contracts for said hauling, the Municipality may perform MSW hauling services associated with this Contract by others.

III. DELIVERY REQUIREMENTS

Section 301. Requirements Regarding Municipal Solid Waste. Notwithstanding any other provisions of this Contract, the Municipality agrees that the MSW to be delivered to the Company's Facility shall meet each of the following requirements:

- (a) Unless otherwise approved in writing by the Company, must be MSW emanating from within the corporate boundaries of the Municipality; from town controlled-generated waste from single family residential, Multi family, school and town buildings, transfer station collections.

- (b) This contract does not cover commercial waste generated by hauler(s) collecting waste in Ansonia.

Section 302. Compliance With Requirements. The Municipality shall cease new and existing deliveries of any MSW that are determined to not to be refuse generated by and collected from residential, commercial, institutional, industrial and other establishments. The Company may refuse to accept any deliveries of MSW by the Municipality that do not meet the requirements of the definition. In the event non-compliant wastes are delivered, the Company may elect to reload such wastes into the delivery vehicle and charge a reasonable reloading fee for such service, or, if it is determined that non-compliant wastes cannot reasonably be reloaded, or are deemed hazardous waste as regulated by State or Federal applicable law, the Company will make arrangements for the proper handling and disposal of such material at the expense of the Municipality. Company shall notify Municipality, on the same day if possible, in the event any Unacceptable Waste or non-complaint wastes are received at the Facility on behalf of Municipality, and indicate action being taken as a result.

IV. DISPOSAL CHARGES

401. Disposal Charges.

- a. The Municipality shall pay Disposal Charges that equal the following:

Municipal Solid Waste: _____ per ton (\$ 108.00)

- b. Years two, three, four and five increases by _____ percent each year.
- c. The Company may impose additional charges in the event deliveries of MSW contain the following: _____

402. Bills to Municipality. Promptly following the end of each Week or month, the Company will submit to the Municipality bills setting forth the Disposal Charges. On or before the forty fifth (45th) day following the date of such bills, the Municipality will pay to the Company the full amount of such bills. All bills are to set forth the actual tons of MSW delivered by the Municipality or on behalf of the Municipality by their Designees and accepted by the Company during such Week.

403. Failure to Pay Bill. If payment in full of any bill rendered by the Company is not made on or before the close of business on the thirtieth day following the date of such bill, a delayed-payment charge of one percent (1%) on the unpaid amount due will be imposed for each subsequent forty-five (45) day period during which the delinquent amount remains unpaid. The Company may, whenever any amount due remains unpaid subsequent to the thirtieth day after the due date, discontinue accepting MSW. No such discontinuance shall relieve the Municipality from any of their obligations under this Contract. The Municipality hereby pledges the full faith and credit of the Municipality for the payment of all Disposal Charges to be made pursuant to this Contract and any other payments, including but not limited to, delayed-payment charges, and the costs and expenses of the Company and its representatives in collecting overdue payments to be made by the Municipality under this Contract

404. Other Costs. The Municipality shall also pay the Company for any other costs which arise from the acceptance or disposal of non-compliant items contained in the Municipality's MSW or due to the actions of vehicles not under the control of the Company delivering MSW from the Municipality to the Company's Facility, including but not be limited to those associated with injuries to persons, damage to the Facility or other vehicles, and clean up or decontamination of or repairs to the Company's Facility or any part thereof necessitated by the delivery or processing of any Unacceptable Waste delivered by or on behalf of the Municipality.

405. New Fees or Taxes. The Disposal Charges for MSW in 401 above shall be increased in the

event and to the extent of any new or increased fees or taxes are imposed after the effective date of this Contract that would strictly and directly apply to disposal of such waste per this contract and to the extent of any new or increased fees or taxes are imposed by the state or federal governments after the effect date. The Company will provide a forty five (45) day written notice of such event.

V. MISCELLANEOUS

501. Effective Date and Duration of Contract. This Contract shall be in full force and effect and be

legally binding upon the Company and Municipality upon its execution by the Company and the Municipality. This Contract shall remain in full force and effect for five (5) years from the date first set forth above, unless extended or earlier terminated in accordance with its terms.

Not less than ninety (90) days prior to the expiration of the initial term, the Company shall provide the Municipality with the Disposal Charges contained in Section 401 (a) for each of the following five (5) Contract Years. The Municipality shall have the option to extend the initial term of this Contract for an additional term of five (5) Contract Years, and may exercise this option to extend by providing written notice thereof to the Company at least forty-five (45) days prior to the expiration of the initial term.

502. Default of the Municipality and Remedies of Company. The Company shall have all the remedies prescribed by law and by this Contract for the enforcement and collection of any payments to be made by the Municipality under this Contract, including the right to refuse to accept MSW from the Municipality or their Designees. Notwithstanding the initiation or continuance of any such remedies, the Municipality shall remain obligated to make the payments under this Contract, but not to pay any amount for any MSW which is not accepted by the Company per this section. The Municipality shall be deemed to be in default hereunder if for a period of forty five (45) days after the due date of any payment required to be made by them under this Contract the Municipality fails to pay the full amount of such payment for previous delivered tonnage.

503. Disputes on Billing. In the event of any dispute as to any portion of any bill, the Municipality shall nevertheless pay the undisputed amount when due and shall, within twenty (20) days from the date of the disputed bill, give written notice of the dispute to the Company. Such written notice shall identify the disputed invoice, the specific deliveries or other charges that are in dispute; and, the reasons for such dispute. No adjustment shall be considered or made for disputed charges until notice is given as aforesaid. The Company and the Municipality shall cooperate in good faith in the resolution of any disputes, and during such cooperation Company's obligation to accept MSW from Municipality under this Contract shall continue. Following such resolution, Municipality shall immediately pay any amounts due. In the event Municipality or company fails to cooperate in good faith, following the expiration of sixty days after Municipality has claimed the dispute, such amounts shall be immediately due and payable under this contract. The failure of a good faith effort shall be determined by when both parties cannot reasonably work out the dispute in question.

504. Notices, Documents and Consents. All notices or communications which are required or desired to be given or made pursuant to this Contract shall be sufficiently given or made if actually received or if sent by certified or registered mail, return receipt requested, to the party for whom intended at the address of such party stated above or at such other address of which such party shall have given written notice and shall be deemed given on the date so mailed.

505. Conformity with Laws. Each party hereto agrees to abide and conform to all applicable laws of the United States of America, the State or any political subdivision thereof having any jurisdiction over the Company's Facility and/or this Contract.

506. Amendments and Assignments. This Contract may be amended by written agreement of the parties hereto. Municipality may not assign this Contract without Company's approval. The Company may elect to assign this contract to a related or successor entity, however in no event shall any such assignment alter the definition of Facility herein or cause Municipality to be obligated to arrange for or deliver its MSW to an alternate location. No such assignment by the Company may be implemented without the written approval of the Municipality, which will not be withheld without good cause.

507. **Severability.** If any provision of this Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Contract and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained within this Contract.

508. **Execution of Documents.** This Contract shall be executed in two (2) or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument.

509. **Waiver.** No waiver by either party of any term or condition of this Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any other breach, whether of the same or of a different article, section, subsection, paragraph, clause, phrase, or other provision of this Contract.

510. **Entirety.** This Contract merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers as of the day and year first set forth above.

Witness:

MUNICIPALITY OF ANSONIA

By: _____

Date: _____

Its _____

Witness:

COMPANY

By: _____

Date: _____

Its: _____

**CITY OF ANSONIA
CURBSIDE PICKUP AND DISPOSAL
OF MUNICIPAL SOLID WASTE
2024
General Specifications**

1.0 Definitions

- 1.1 City** – City of Ansonia, Connecticut
- 1.2 Bags** – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted at its secured top. Total weight and its contents shall not exceed seventy (70) pounds. Residents supply
- 1.3 Container** – A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, and having handles or adequate strength for lifting. The receptacle should have a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of the container and its contents shall not exceed seventy (70) pounds. Company provided
- 1.4 Contract** – Document endorsed by the Successful Applicant to perform work set forth in the Bid Documents for compensation endorsed by the City of Ansonia.
- 1.5 Contractor** – The person, corporation, or partnership proposing to perform refuse collection and disposal for the City of Ansonia in response to this Request for Proposal.
- 1.6 Request for Proposal** – Written response of Contractors to the City of Ansonia for Curbside Pickup and Disposal of Collected Municipal Solid Waste.
- 1.7 Residential Unit** – A dwelling within the corporate limits of the City of Ansonia occupied by a person or group of persons.
- 1.8 Residential Unit A** – A condominium dwelling or multi-family dwelling unit, whether of single or multi-level construction, consisting of contiguous or separate single family dwelling units and shall be treated as a Residential Unit, provided that said units are in conformance with City Ordinances that provide for municipal solid waste collection on private roads.
- 1.9 Solid Waste Acceptable for Collection** – Acceptable waste, generally referred to as Municipal Solid Waste, including garbage, trash, rubbish, and refuse, that is now normally disposed of by,

or collected from Residential Units. Residential Units A, and Miscellaneous Pickups as stated in Section 3.00 Type of Collection and 3.02 Places to be served by Contractor.

1.10 Refuse Not Acceptable for Collection as Municipal Solid Waste – The following refuse shall be considered to be not acceptable for collection:

Materials which have not been prepared for collection in accordance with the rules and regulations of the City of Ansonia and generally referred to as Municipal Solid Waste.

Materials collected as recyclables and described in the attached General Specifications for the same including commingled glass bottles, cans (aluminum, bi-metal, tin) aluminum foil, plastics (HDPE and PET), newsprint, and corrugated cardboard.

Materials generally referred to as Bulky Waste and generated from the repair, excavation, construction or destruction of buildings or structures, such as earth, plaster, mortar and roofing material, septic tanks, and cleaning debris.

Scrap metal items such as, but not limited to, stoves, refrigerators, dryers, washers, furnaces, hot water tanks and scrap tires.

Special Wastes and dangerous materials or substances such as cleaning fluids, crankcase oil, paints, explosives, acids, caustics, poisons, drugs, radioactive materials, fine powdery earth used to filter cleaning fluids, infected materials and refuse of similar nature, including but not limited to, body washes, junk yard wastes, or solid industrial wastes. Any waste defined as hazardous in 40 C.F.R. S261.3 (1983), or in any successor regulations, or by the U.S. Environmental Protection Agency, or as defined in applicable State statutes or regulations, or classified as toxic substance or toxic waste or prohibited for land filling at a non-hazardous waste facility or for incineration at the Facility as designed by any local, state, or federal agency having jurisdiction over the Facility.

All wastes requiring special handling to comply with applicable local, state or federal law, including, but not limited to, pathological, infectious or explosive materials.

2.00 Scope of Work – The work under this Contract shall consist of the items contained in the Request for Proposal, including all the supervision, materials, equipment, labor, and all other items necessary to complete said work in accordance with the proposal documents. The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different act of God, the Contractor and the City will negotiate the payment to be made to the Contractor, if the Contractor and the City agree that such increased volume is to be handled by the Contractor. Further, if the City and the Contractor reach such agreement, then City shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

2.01 Basis of Proposal – The City estimates that the number to be initially serviced under this Proposal of Residential Units to be between 5,200 and 5,700 and Residential Units A of approximately 142 condominium units at various locations. The City makes no representation as to the reliability of its estimate for Residential Units and Residential Units A.

142 (condo) – dumpster
3,668 Single Family
1,600 Multi Family – by address, “not units”

362 – 3 family
1,188 – 2 family
41 – 4 family
10-multi family

The City makes no representation as to the reliability of its estimates for Residential Units, Residential Units A, or the total weight acceptable solid waste.

Included in this total is the weight of Acceptable Solid Waste collected from the City of Ansonia properties from various locations within the City.

3.00 Type of Collection

(a) Residential Units - The Contractor shall provide curbside collection service for the collection of residentially generated municipal solid waste materials to each Residential Unit one time per week. Containers, bags, and bundles shall be placed curbside by occupants of each unit by 6:00 a.m. on the designated collection day.

(b) Residential units A – The Contractors shall provide containers and/ or suitable dumpster service, sufficient in quality and capacity to service each Residential Unit A as described below, one time per week. The cost for provision of said containers and/or dumpsters is the responsibility of the contractor. The cost of collection and disposal of acceptable solid waste as described in Section 1.09 of this document to be included in the Contractor’s Proposal for Residential Units A.

(c) Miscellaneous Pickup – The Contract shall maintain bins and/or containers at locations listed below. If additional bins and/or containers are needed, so as not to have an overflow, they shall be provided by the Contractor at no additional cost to the City. The Contractor shall maintain containers and/or suitable dumpster service sufficient in capacity to service each Miscellaneous Pickup site included on the attached list one time per week. The cost for provision of receptacles and collection and disposal of acceptance solid waste as described in Section 1.09 of this document is to be included in the Contractor’s Proposal for Miscellaneous Pickup.

AHS – 20 Pulaski Highway
Mead School- 74 Ford St
Prendergast – 59 Finney St
AMS – 115 Howard Ave
Ansonia Police – 65 Main St
City Hall -253 Main St
Library – 53 South Cliff St
Ansonia Nature Center – 10 Deerfield Rd

(d) Small Business Collection –

The following types of establishment shall not be rendered refuse collection under the terms of this Contract: Business, Industrial, and Commercial establishments. Acceptable solid waste, as defined in Section 1.09 of this document, must be placed in containers as defined in Section 1.03 by each eligible establishment.

3.01 Location of Containers, Bag, and Bundles- Each container, bag and/or bundle shall be placed at curbside for Residential Unit Collection. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways (including alleys). Each shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right of way, bins shall be placed as close as practicable to the access point for the collection vehicle. The Contractor may

decline to collect any containers, bag, or bundle so placed or any material not listed in Acceptable Materials for Collection.

3.02 Places to be served by the Contractor – The Contractor shall collect from all Residential Units, Residential Units A, and Miscellaneous Pickups all materials acceptable for collection on the day specified by the schedule established in accordance with the general specifications of this invitation to Bid. All new Residential Units and Residential Unit A shall be included with no additional compensation to the Contractor.

4.00 Operation

4.01 Hours of Operation- Collection of refuse shall not start before 6:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon mutual agreement of the City and the Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.02 Routes of Collection- Collection routes shall be established by discussion with the City. The City shall provide a map designating the collection routes. The contractor may, from time to time, propose for approval by the City, changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City’s approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected units.

4.03 Holiday- The following shall be holidays for purposes of this Contract

New Year’s Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

Contractor may decide to observe any and all holidays with the supervision of collection service on the holiday, but such decision in no manner relieves the Contractor of its obligation to provide collection service as per the terms of this Request for Proposal.

4.04 Complaints – The Contractor shall direct all public complaints with regard to its performance to the Public Works Superintendent of the City of Ansonia. The Contractor shall respond to all resulting inquiries by the Superintendent within twenty-four hours of being contacted by the Superintendent. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within twenty-four hours after the complaints is received.

4.05 Collection Equipment – The Contractor shall provide an adequate number of vehicles approved by the City for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in sanitary condition at all times. Each vehicle shall have

5.00 Compliance with Laws – The Contractor shall propose to conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject. It does not, however, supersede any State or Federal laws.

6.00 Nondiscrimination – The Contractor shall not discriminate against any person because of race, sex, age, color, religion or national origin.

7.00 Indemnity – The Contractor will indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of work described in this Contract.

8.00 Licenses and Taxes – The Contractor shall obtain and maintain for the life of the contract, all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required. Each of the Contractor's employees operating equipment pursuant to the Contract shall be properly trained and licensed to operate.

9.00 Term – The contract shall be for a minimum of five (5) year period beginning upon the execution of the contract and ending five (5) years thereafter, provided that the contract is not terminated at the sole discretion of the City.

10.00 Insurance – The Contractor shall at all times during the contract, maintain in full force and effect Employer's Liability Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 7.00. All insurance shall be by insurers and for policy limits acceptable to the City; and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force, containing the following provision:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in the policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder and the City of Ansonia. The City of Ansonia is listed as an additional insured under the terms of this contract.

For the purposes of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Bodily Injury Liability Except Automobile	\$1,000,000.00/each occurrence \$2,000,000.00 aggregate
Property Damage Liability Except Automobile	\$500,000.00/each occurrence \$500,000.00 aggregate

Bodily Injury Liability Except Automobile	\$1,000,000.00/each occurrence \$2,000,000.00 aggregate
Property Damage Liability Except Automobile	\$500,000.00/each occurrence \$500,000.00 aggregate
Automobile Bodily Injury Liability	\$1,000,000.00/each occurrence \$2,000,000.00/each occurrence
Automobile Property Damage Liability	\$500,000.00/each occurrence
Excess Umbrella Liability	\$5,000,000.00/each occurrence

To the extent permitted by law, all or part of any required insurance coverage may be provided by the Contractor's parent corporation.

11.00 Bond

11.01 Performance Surety

- a) The Contractor may be required, at the sole discretion of the City, to furnish a corporate surety bond as security for the performance of this contract. Said surety bond must be in the amount of defined by the City. In lieu of a surety bond, the city may request a certified letter of credit issued by a Connecticut based bank in an amount equal to the required performance surety bond may be substituted. Notice must be presented to the City a minimum of thirty (30) days prior to the commencement of the contract that either the surety bond or letter of credit will be renewed for said time period.
- b) The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Connecticut.

12.00 Basis and Method of Payment – The City will pay to the Contractor the total sum per year as established herein in twelve equal installments as compensation for services rendered. Such sum shall be payable monthly commencing on the 30th day of the full month of this Contract, and thereafter by the 30th day of each month following that which work has satisfactorily been performed under this Contract.

13.00 Transferability of Contract – Other than by operation of law, no assignment of the Contract or any right occurring under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall assume the inability of the Contractor.

14.00 Point of Contract – All dealings, contracts, etc., between the Contractor and the City shall be directed as follows to Tim Holman, Superintendent of Public Works, 203-906-5021 or tholman@ansoniac.org.

clearly visible on each side the identity and telephone number of the Contractor, as well as collection for the "City of Ansonia."

4.06 Office – The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collection days. Such telephone numbers shall be of a local exchange or toll-free for all residents of Ansonia.

4.07 Hauling – All refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spill or blowing are prevented.

4.08 Reports – The Contractor shall include in the Proposal all costs associated with Quarterly Reports of all quantities collected of acceptable MSW. This information is imperative and will be utilized by the City for submissions to the State of Connecticut DEP of its annual recycling report for July 1 through June 30 of each year.