

**AGREEMENT FOR**  
**THE CURBSIDE COLLECTION, PROCESSING AND DISPOSAL OF**  
**RESIDENTIAL MUNICIPAL SOLID WASTE (MSW), RECYCLABLES**  
**AND BULK PICKUP**

**AND**  
**THE OPERATION OF TRANSFER STATION**

This Contract made this 28<sup>TH</sup> of August 2020 by and between the City of Derby, with its offices located at 1 Elizabeth Street, Derby, Connecticut (hereinafter referred to as "City") and City Carting, Inc., a Connecticut corporation with a mailing address of P.O. Box 17250, Stamford, Connecticut 06907-7250 (hereinafter referred to as "Contractor").

WHEREAS, the City issued a request for proposals for the Curbside Collection, Processing and Disposal of Residential Municipal Solid Waste (MSW), Recyclables and Bulk Pickup and the Operation of the Transfer Station, and established a due date for all proposals for Monday, June 1, 2020 at 10 a.m. at Derby City Hall, 1 Elizabeth Street, Derby, Conn. 06418 (the "RFP");

WHEREAS, the Contractor submitted a response to the RFP in accordance with its terms;

WHEREAS, on June 11, 2020, at a duly noticed meeting of the Board of Aldermen / Alderwomen (the "BOA"), the BOA determined that it is in the best interest of the residents and businesses of Derby to award the RFP to the Contractor;

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Contract and intending to be legally bound, agree as follows:

**Section 1.     TERM**

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The term of this Contract shall be for a period of three (3) years beginning July 1, 2020 and ending June 30, 2023.

**Section 2.     SCOPE OF SERVICES**

- a.     The language of the Scope of Services in the RFP - General Specifications is incorporated herein and the Contractor shall provide all services in accordance with the terms states therein. A copy of the General Specifications section of the RFP is attached hereto as Exhibit A.

b. **Curbside Collection, Processing and Disposal.**

- i. Municipal Waste Collection. The Contractor shall collect acceptable municipal waste from the City's residents, occupants, selected commercial establishments, condominium complexes and City properties as described in Exhibit A - General Specifications. The dates of collections and the streets to be collected on each day of the week are described in Exhibit B attached hereto.
- ii. Recycling Collection. The Contractor shall collect residential curbside recycling, condominium recycling and City recycling from the occupants and locations as described on Exhibit B on the dates and streets as described on Exhibit C. The Contractor shall provide the residents, occupants and locations with written materials as to what items are recyclable. The Contractor agrees to provide recycling education and promotion activities to the City through its website, local elementary schools and other means the Contractor deems advisable. The education program will be provided at no cost to the City.
- iii. Mandatory Reporting. The Contractor shall provide the City with the tonnage of municipal waste collected, the recycling collected and as to the location of disposal. The Contractor shall provide the City with the information quarterly as required for DEEP reporting.
- iv. Loading and Employee Conduct. The Contractor shall take care in the loading and transportation of the municipal waste and recycling so that none of the materials to be collected, nor its receptacles are maliciously left on the street, alleys, walkways or on private or public property. Any waste left on such area shall be immediately cleaned up. The Contractor shall require all of its employees to be courteous at all times and not to use loud or profane language and to conduct their work as professionally as possible. The Contractor's employees shall replace garbage and recycling receptacles in the location of the curb. The employees shall wear clean uniforms or clothing.
- v. Complaints. The Contractor shall place a contact phone number on its vehicles. The Contractor shall provide the City with a contact phone number whereby all comments and complaints shall be forwarded. The Derby Street Commissioner or his/her designee shall be the direct contact for the City.

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c. **Transfer Station Operation.**

The Contractor shall operate the Derby Transfer Station in compliance with the permit issued by the State of Connecticut ("Permit") pursuant to Connecticut General Statutes Chapter

22a and pursuant to Federal and State laws. The Contractors shall at all times during operation, provide the minimum number of "certified operators" on site, pursuant to the Permit and laws of the State of Connecticut. All materials brought into and exiting the facility will be required to cross the certified scale unless other provisions are made with and agreeable to the City, through the Street Commissioner, acting as its agent. The Contractor shall provide all receptacles of adequate capacity to receive residential and commercial discharge of acceptable construction debris materials, municipal solid waste, brush / yard waste and acceptable recyclables. Contractor will be responsible for the grinding of brush / yard waste. All of the receptacles will be emptied by the Contractor as needed.

The Contractor shall only accept materials from residents of the City and shall record the tonnage and type of materials. Residents will be required to display drivers licenses to evidence residency in Derby, Connecticut. The Contractor shall not accept disposal from vendors outside of the City.

In addition, the Contractor shall receive acceptable materials delivered by the City of Derby Public Works and shall record the tonnage and type of materials.

The Contractor shall receive acceptable materials delivered by commercial vendors working for City residents, and shall record the tonnage and type of materials received. The Contractor shall charge the commercial vendor directly and shall not charge the City for the tonnage nor the transportation to its disposal site.

2.1 Records and Reporting. The Contractor agrees to maintain records as to tonnage and types of materials accepted from the residents and Public Works. The Contractor shall provide the City with the tonnage of municipal solid waste collected, the recyclables collected and the location of disposal. The Contractor shall timely provide the City with the Information required for quarterly CT-DEEP reporting.

2.2 Loading and Employee Conduct. All workmen employed by the Contractor shall be certified pursuant to the laws of the State of Connecticut, and shall be competent and skilled in the performance of the work to be provided. The Contractor shall take care in the loading and transportation of the municipal waste and recycling so that none of the materials are left on the grounds of the Transfer Station, on the streets, or on private or public property. Any waste left on such area shall be immediately cleaned up. The Contractor shall require all of its employees to be courteous at all times and not to use loud or profane language and to conduct their work as professionally as possible. The Contractor's employees shall replace garbage and recycling receptacles in the location of the curb. The employees shall wear clean uniforms or clothing bearing Contractor's logo.

2.3 Recyclables. The Contractor shall charge each resident for the acceptance of certain recyclables. The Contractor shall advise the City of the charges for the acceptance of the following items:

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*Refrigerators, air conditioners, washers, dryers, computers, tires, mattresses, and any other material so agreed to by the parties.*

The Contractor shall not charge the City for the disposal, transportation or removal of said materials.

**Section 3. PRICE**

During the term of the Agreement, the City agrees to compensate the Contractor for its services as follows:

1. Year One: \$1,245,378.00 as follows:
  - a. Municipal Solid Waste Collection & Disposal \$865,956.00
  - b. Recyclables Collection & Disposal \$251,454.00
  - c. Transfer Station \$127,968.00
2. Year Two: \$1,270,258.56 as follows:
  - a. Municipal Solid Waste Collection & Disposal \$883,275.12
  - b. Recyclables Collection & Disposal \$256,483.08
  - c. Transfer Station \$130,527.36
3. Year Three: \$1,295,691.28 as follows:
  - a. Municipal Solid Waste Collection & Disposal \$900,940.62
  - b. Recyclables Collection & Disposal \$261,612.74
  - c. Transfer Station \$133,137.92

Commencing July 2020, and continuing through June 2023, the City shall pay Contractor on a monthly basis based on the above annualized schedule, on or before the twentieth (20<sup>Th</sup>) day of each month. This amount shall be inclusive of all costs, dumping fees, labor, fuel and profits. The price shall be fixed for the term of this Agreement in accordance with the above schedule.

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#### **Section 4. SPECIAL COLLECTION**

Adequate provisions shall be made by the Contractor to provide special collection when the municipal waste and/or recyclables have not been collected during a regularly scheduled trip due to:

- i. holiday;
- ii. weather;
- iii. emergency;
- iv. missed location due to error; or,
- v. an unsafe condition after notification to Derby Street Commissioner.

Special pickup for missed collection shall be made by Contractor when requested by the Derby Street Commissioner or the Mayor's Office.

#### **Section 5. COLLECTION EQUIPMENT**

The Contractor shall utilize metal, water-tight, completely enclosed Packer and/or container units, garbage / refuse vehicles that are designated and manufactured for the collection of municipal waste and recyclable materials. The number and types of vehicles furnished shall be in the number that is sufficient for the collection of municipal waste and recyclables within the City of Derby in accordance with the terms of this Agreement and the RFP.

The vehicles shall be marked with "City of Derby", and/or other similar markings as agreed upon by the parties, along with telephone contact numbers.

All vehicles shall be kept in clean and sanitary condition. All of the containers shall be labeled with the name, address and telephone number of the Contractor.

#### **Section 6. INSURANCE**

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The Contractor shall provide documentation at the time of execution of this Agreement, if not previously submitted, that the following coverage's and limits of liability are in effect for the time period of the Agreement through insurers licensed to do business in Connecticut.

- a. Workers' Compensation                      Statutory Coverage

b.	Employer's liability:	\$1,000,000.00
c.	Bodily Injury Liability Except Automobile	\$1,000,000.00 / each occurrence \$2,000,000.00 aggregate
d.	Property Damage Liability Except Automobile	\$500,000.00/each occurrence \$500,000.00 aggregate
e.	Automobile Bodily Injury Liability	\$1,000,000.00 / each occurrence \$2,000,000.00 / each occurrence
f.	Automobile Property Damage	\$500,000.00 / each occurrence
g.	Excess Umbrella Liability	\$5,000,000.00 / each occurrence

The Contractor shall cause the City to be named as an additional insured on all insurance policies. Any subcontractor of the Contractor shall carry the same coverage as required by the Contractor and shall name the City as an additional insured. The Contractor shall determine that any and all subcontractors have proper insurance in place before allowing any subcontractor the commence work.

#### **Section 7. INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the City from any and all liabilities, penalties, fines, demands, claims, causes of action, suits, costs and expenses and attorneys fees incidental thereto, which the City may hereinafter suffer, incur, be responsible for or pay as a result of bodily injuries to any person, damage to any property, contamination of or adverse effects on the environment or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency arising out of the use of any disposal facility owned and operated by the Contractor.

#### **Section 8. PERFORMANCE BOND**

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The Contractor shall furnish the City a Performance Bon to be approved by the Corporation Counsel conditioned that the Contractor shall faithfully perform all provisions and terms of this Agreement. Said surety bond must be in the amount of 100% of the total annual dollar amount of this Agreement and may provide for a pro rata reduction therein annually over the term of the Agreement, if approved by the City. In lieu of a surety bond, a certified letter issued by a Connecticut bank in an amount equal to the required Performance Surety Bond may be substituted.

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.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Connecticut.

A copy of the Contractor's Performance Bond is attached hereto as Exhibit D.

**Section 9. AFFIRMATIVE ACTION**

The Contractor shall at all times during this Agreement, engage in employment practices in a manner whereby equal employment opportunity is observed and practiced without regard to race, color, religion, age, sex or national origin.

**Section 10. TERMINATION**

a. The City reserves the right, after notice and reasonable time to cure, to cancel or terminate this Agreement at any time in the case that the Contractor fails or neglects to perform or adhere to any material provisions, terms or regulations, any conditions or covenants herein contained or otherwise charge same to the Contractor in full.

b. The Contractor shall notify the City of its failure to pay within thirty (30) days of the due date to cure such failure. In the event the City shall fail to make payments for more than sixty (60) days, the Contractor can terminate the Agreement by any of the covenants or conditions herein contained.

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c. Default. If Contractor shall abandon or breach this Agreement or fail to fully and promptly comply with all of its provisions or shall fail to give reason satisfactory to the City for noncompliance, the City may declare the Contractor to be in default of this Agreement and notify the Contractor of such default and shall provide Contractor with thirty (30) days to cure such default and failing such action by Contractor, the City may after said thirty (30) day period provide notice of termination to the Contractor and its surety on its performance bond. Upon receipt of any such notice, Contractor agrees that it will promptly discontinue the work, whereupon the surety may, at its option, to be exercised within ten (10) days from such written notice, assume the work which the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of this Agreement, the RFP, and all documents incorporated herein. Pending consideration by the surety of said option to assume the work, the City may take possession of all Contractor's equipment and vehicles and employ such force as it may deem advisable to continue the work and the cost of all labor and materials necessary for such work shall be paid by the City out of the monies due or to become due to the Contractor, if any, or otherwise charge the same to the Contractor in full.

In the event that the surety fails to exercise its option within the ten (10) day period, the City may complete the work or any part thereof, either by day labor, or by reletting the same, and the City shall have the right to take possession of and use any of the vehicles and equipment of every kind and nature provided by the Contractor for the work and to procure other vehicles, equipment and facilities necessary for the completion of same, and to charge same to Contractor and/or its surety, together with all reasonable costs incidental thereto. The City shall be entitled to recover from the Contractor and its surety as damages all expenses incurred, including reasonable attorneys' fees, together with such additional sums as may be necessary to complete the work, together with any further damages sustained or to be sustained by the City.

**Section 11. CITY ORDINANCES**

All work to be performed under this Agreement shall be in accordance with the conditions and provisions of the ordinances of the City of Derby, as the same may be amended from time to time, including, but not limited to Chapter 167. Solid Waste Management, unless the terms of this Agreement provide otherwise. A copy of Chapter 167 of the City Code is attached hereto as Exhibit E.

**Section 12. TRANSFERABILITY OF AGREEMENT**

Other than by operation of law, no assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Contractor. In the event of an assignment, the City can declare a default.

**Section 13. NOTICES**

All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by registered or certified mail, return receipt requested, deposited in the hands of a reputable courier or express service, or sent via facsimile or email with instant electronic confirmation thereof, to the addresses herein designated or at such other addresses as may be designated in writing by notice given by registered or certified mail, return receipt requested.

Notice to Contractor:

City Carting, Inc.  
ATTN: Joseph A. Fiorillo  
8 Viaduct Road  
PO Box 17520  
Stamford, CT 06907

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Notice to the City of Derby:

City of Derby  
Street Commissioner  
Coon Hollow Road  
Derby, CT 06418

with copy to:

City of Derby  
Office of the Mayor  
1 Elizabeth Street  
Derby, CT 06418

**Section 14. COMPLIANCE WITH LAWS**

This Agreement shall be governed by the laws of the State of Connecticut. In addition, the Contractor shall conduct operations under this Agreement in compliance with all applicable laws, including the ordinances of the City of Derby. It does not, however, supersede any State or Federal laws. 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.

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**Section 15. MISCELLANEOUS**

a. Capacity. Each of the Parties represents that such party is legally competent to enter into this Agreement and that there is no impediment preventing such party from entering into this Agreement.

b. Legal counsel. The Parties acknowledge that they each have read this Agreement in its entirety and understand and appreciate its contents and significance, and each executes the Agreement and makes the agreements contained herein knowingly, voluntarily and of its or her own free will, having first had the opportunity to consult with counsel.

c. Severability. If any provision of this Agreement or any portion of any provision of this Agreement is at any time deemed or declared avoided or unenforceable by a court having jurisdiction, then such avoided or unenforceable provision or portion of such provision, if declared severable from the remainder of the Agreement without substantially affecting the consideration to be received by any party hereunder, will be deleted from this Agreement, and the remainder of this Agreement shall enforced.

d. Captions. Captions used herein are for the purposes of convenience and are not to be interpreted as part of the Agreement.

e. Entire Agreement/Modifications. This Agreement is the entire agreement between the Parties and supersedes and replaces any previous oral or written agreements relating to the subject matter of this Agreement. No modification to this Agreement will be valid or enforceable unless it is in writing and executed by all Parties.

f. Counterparts. This Agreement may be executed in multiple counterparts provided that each party is a signatory to at least one original. Copies of this Agreement with signature pages that are transmitted by electronic means shall have the same force and effect as original documents with original signatures.

**CITY OF DERBY**

By: Richard Dziekan  
Richard Dziekan,  
Its Mayor, duly authorized  
Dated: 8/28/2020

**CITY CONTRACTING, INC.**

By: Kevin Walton  
Kevin Walton  
Its VP Operations, duly authorized  
Dated: 8-28-2020

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# EXHIBIT A

**CITY OF DERBY**  
**CURBSIDE COLLECTION, PROCESSING AND DISPOSAL**  
**OF**  
**RESIDENTIAL MUNICIPAL SOLID WASTE (MSW), RECYCLABLES AND BULK PICK UP**  
**AND**  
**OPERATION OF THE CITY OF DERBY TRANSFER STATION**

**GENERAL SPECIFICATIONS**

**SCOPE OF SERVICES**

The Company is expected to provide all supervision, materials, equipment, labor, and all other items necessary to complete said work in accordance with the proposal documents.

The Company will be required to make curbside collection of Residential Municipal Solid Waste (MSW), Recyclables and Bulk Pick Up for disposal and processing at one or multiple acceptance facilities. The Company may offer one acceptance facility for both waste and recyclables or may offer an acceptance facility for waste and another for recyclables.

The Company shall also operate the City of Derby Transfer Station (located at 80 Pine Street, Derby, CT) as defined by Connecticut General Statutes Chapter 22a and pursuant to Federal and State laws. All materials brought into and exiting the Transfer Station will be required to cross the certified scale unless other provisions are made with and agreeable to the City of Derby, with the Street Commissioner acting as its agent. The Company shall provide all receptacles of adequate capacity to receive residential and commercial discharge of municipal solid waste, acceptable recyclables, and debris material. All receptacles will be emptied by the Company as needed. The Company shall accept materials from the residents of the City of Derby and shall record the tonnage and type of materials. In addition, the Company shall receive acceptable materials delivered by commercial vendors. The Company shall charge the commercial vendor directly and shall not charge the City for the tonnage nor the transportation to its disposal site.

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The Company must furnish sufficient equipment, labor, financial capability, and experience to begin curbside collection of residential MSW, recyclables and bulk pick up by the date of termination of the City's existing disposal and recycling contract on June 30, 2020.

The Company agrees to maintain records as to the tonnage and types of materials accepted. The Company shall provide the City with the tonnage of municipal solid

waste collected, the recycling collected and the location of disposal. The Company shall provide the City with the information required for CT DEEP reporting. The Company will provide monthly consolidated invoices to the City of Derby.

Workmen employed by the Company shall be certified pursuant to the laws of the State of Connecticut and be competent and skilled in performance of the work to be provided. The Company shall take care in the loading and transportation of the municipal solid waste and recycling so that none of the materials are left on the grounds of the Transfer Station, nor on the Streets nor on private or public property. Any waste left on such areas shall be immediately cleaned up. The Company shall require all its employees to be courteous, not use loud or profane language and to conduct their work as professionally as possible. The employees shall wear clean uniforms or clothing.

**Complaints** – The Company shall direct all public complaints regarding its performance to the City of Derby Street Commissioner. The Company shall respond to all resulting inquiries by the Street Commissioner within twenty-four hours of being contacted. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within twenty-four hours after the complaint is received.

#### **SELECTION PROCESS**

The City of Derby is contractually obligated for Municipal Solid Waste Disposal, Processing and Recycling Services until June 30, 2020. Services under this RFP will be for the period(s) commencing July 1, 2020 until June 30, 2023.

The City may accept those proposal(s), which will, in its opinion, most completely meet the requirements of the RFP. The City solely determines which Proposer best meets the specifications and is in the best interest of the City of Derby.

Proposals will be evaluated based on what is deemed to be in the best interest of the City, including such factors as the bidder's experience and expertise in providing municipal solid waste disposal, processing and recycling services; past experience with the Company (if applicable); recommendations of entities for which the proposer has previously provided services; and the total estimated cost to the City. The cost shall not be the sole factor in evaluating bids. The City of Derby reserves the right to request additional and/or clarifying information from Proposers. The anticipated award of the RFP and execution of the agreement between the Company and the City of Derby will occur prior to June 30, 2020.

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**Basis of Proposal** – The City estimates that the number of Residential Units and Residential Units A to be initially serviced under this Proposal to be between 5,200 and 5,700. Included in this total are approximately 900 condominium units at various locations.

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

### **Type of Collection**

**(a) Residential Units** – The Company shall provide curbside collection service of residentially generated municipal solid waste materials and recyclables 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 Company shall provide containers and/or suitable dumpster service, sufficient in quantity 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 and the collection and disposal of acceptable solid waste is to be included in the Company's Proposal for Residential Units A.**

#### **(b) Residential Units A:**

Sterling Towers	Maplewood Condominiums
Silver Hill Condominiums	Hawthorne Place
Santangelo Terrace	Brookside Commons
Orangewood East	Daisy Hill Condominiums
Orangewood West	Commodore Commons
Birmingham Condominiums	Summit Condominiums
Beau-View Condominiums	Guardiano Terrace
Derbyshire	501 Roosevelt Drive
Stygar Terrace	Cicia Manor
Thirty-Four West Condominiums	131 Park Avenue
68 Hawkins Street	45 Minerva Street
8-10 Marshall Lane	

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**(c) Miscellaneous Pickup** – The Company 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 Company at no additional cost to the City. The Company shall maintain containers and/or suitable dumpster service sufficient in capacity to service each Miscellaneous Pickup site one time per week. **The cost for provision of receptacles and collection and disposal of acceptable solid waste is to be included in the Company's Proposal for Miscellaneous Pickup.**

#### **(c) Miscellaneous Pickup:**

Irving School	Derby Police Department
Derby Public Works Garage	Derby Courthouse
Bradley School	Water Pollution Control
Derby High School	Derby Board of Ed – 35 Fifth Street
Hotchkiss Hose Company	Ryan Field
Storm Engine Company	McConney Grove

Paugasset Hook & Ladder Company  
East End Hose Company  
Derby Little League Field

Derby City Hall – 1 Elizabeth Street

**Places to be served by the Company** – The Company shall collect from all Residential Units, Residential Units A, and Miscellaneous Pickups all recyclable materials acceptable for collection on the day specified by the schedule established (**Exhibit C.**) All new Residential Units, Residential Units A and Miscellaneous Pickups shall be included with no additional compensation to the Company.

**Curbside BULK Pick-up** – Any Derby resident or property owner with the exception of Real Estate Companies and Landlords who are in the process of selling or renting to new occupants is eligible for curbside bulk pick-up. All pick-ups must be "by appointment only" and limited to one pick-up every six (6) months. Appointments can be arranged by calling the Transfer Station (203) 736-1464 during regular business hours. Callers will be informed what can be disposed of and will be assigned a date for the pick-up. The Company shall collect the Bulk Pick-up items year-round and will transport and dispose of the items at the Primary Site.

**Recyclables Acceptable for Collection** – Recyclable materials, including but not limited to, newspaper and inserts, magazines and catalogs, white and colored paper, mail, junk mail, computer paper, commingled glass bottles, cans (aluminum, bi-metal, tin) aluminum foil, plastics (HDPE and PET), corrugated cardboard, aerosol cans.

**Unacceptable Items for Curbside Collection** – Batteries, hazardous material, food waste, clothing, construction debris, leaves, light bulbs, major appliances, trash, tile, Styrofoam, tires, wood, medical waste, ink/toner cartridges, mirrors, Pyrex.

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**Location of Containers, Bags 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 an access point for the collection vehicle.

**Places to be served by the Company** – The Company 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 Request for Proposals (**Exhibit C.**) All new Residential Units and Residential Units A shall be included with no additional compensation to the Company.

**Transfer Station** – The Company shall operate the Transfer Station located at 80 Pine Street, Derby, CT with its own personnel including a Scale Attendant and Transfer

Station Operator. All material brought into and exiting the station will be required to cross the certified scale unless other provisions are made with and agreeable to the City of Derby, with the Street Commissioner acting as its agent.

The Company will provide the following at the Transfer Station with the cost of each to be included in the Collection and Disposal Costs on the Company's Proposal Form:  
A receptacle of adequate capacity to receive overflow residential drop-off of acceptable recyclables with the receptacle emptied by the Company as needed.

The cost of transportation and disposal of acceptable recyclables from the drop off receptacle at the Transfer Station will be included in the lump sum proposal for each year on the Company's Proposal Form.

**Disposal of Recyclable Materials** – The Company shall include disposal of collected recyclables to a State of Connecticut Department of Energy and Environmental Protection (CT DEEP) permitted intermediate Processing Center to guarantee full recycling of materials into the stream of commerce.

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

**Hours of Operation** – Collection of refuse and recyclables 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 affected only upon mutual agreement of the City and the Company, or when the Company reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances. The Transfer Station hours are Monday through Friday 7:00 a.m. to 3:30 p.m. and Saturday 8:00 a.m. to 3:00 p.m. The Transfer Station is closed on Sunday and national holidays.

**Routes of Collection** – Collection routes shall be established by the City, which shall provide a map designating the collection routes (**Exhibit C.**) The Company 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 Company shall promptly give written or published notice to the affected units.

**Holidays** – The following shall be holidays for purposes of this Contract:

New Year's Day  
Presidents' Day  
4<sup>th</sup> of July  
Columbus Day  
Christmas Day

Martin Luther King Day  
Memorial Day  
Labor Day  
Thanksgiving Day

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

**Collection Equipment** – The Company 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 clearly visible on each side the identity and telephone number of the Company. Each vehicle shall be numbered on both sides and rear and marked with the words "City of Derby Refuse Collection" which marking, or lettering shall be plainly displayed and approved by the City on an annual basis.

**Office** – The Company 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 Derby.

**Hauling** – All refuse hauled by the Company shall be so contained, tied, or enclosed that leaking, spilling, or blowing are prevented.

**Reports** – The Company 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 DEEP of its annual recycling report for July 1 through June 30 of each year.

**Compliance with Laws** – The Company 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 Company where there exist conflicting ordinances of the City on the subject. It does not, however, supersede any State or Federal laws.

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**Nondiscrimination** – The Company agrees and warrants that in the performance of the contract such Company will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contract that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

**Indemnity** – The Company 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 Company, its officers, agents, servants and employees in the performance of work described in this Contract.

**Licenses and Taxes** – The Company 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 Company's employees operating equipment pursuant to the Contract shall be properly trained and hold in good standing the proper license to operate.

**Term** – The contract shall be for a three (3) year period beginning upon the execution of the contract and ending three years thereafter, provided that the contract is not terminated for cause earlier by the City. The anticipated term will be from July 1, 2020 through June 30, 2023.

**Insurance** – The Company shall always during the contract, maintain in full force and effect all insurance requirements as outlined in **Exhibit E**. All insurance shall be by insurers and for policy limits acceptable to the City. Before commencement of the Contract, July 1, 2020, the Company 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 Derby. The City of Derby is listed as an additional insured under the terms of this contract.

**INDEMNIFICATION/HOLD HARMLESS**

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- a) The Company will be required to furnish a corporate surety bond as security for the performance of this contract. Said surety bond must be in the amount of 100% of the three-year total dollar amount of this contract and may provide for a pro rata reduction therein annually over the term of the contract, if approved by the City. In lieu of a surety bond, 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 second and third years of the contract that either the surety bond or letter of credit will be renewed for said time period.
- b) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Connecticut.
- c) **The premium for the bond(s) described above shall be paid by the Company.** A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

**Power of Attorney** – Attorneys-in-fact who sign performance surety must file with each surety a certified and effectively dated copy of their power of attorney.

**Sole Remedy** – The City's sole remedy for breach of contract under this Contract for failure to perform shall be to make demand under the terms of the Performance Surety.

**Basis and Method of Payment** – The City will pay to the Company 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 30<sup>th</sup> day of the full month of this Contract, and thereafter by the 30<sup>th</sup> day of each month following that which work has satisfactorily been performed under this Contract.

**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 Company 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 Company.

**Point of Contract** – All dealings, contracts, etc., between the Company and the City shall be directed as follows to:

Company: City Carting (title of position or office); and to the City: Street Commissioner or designated representative.

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# EXHIBIT B

## EXHIBIT "B"

The following shall be holidays for purposes of this Contract:

New Year's Day  
Memorial Day  
Fourth of July

Labor Day  
Thanksgiving Day  
Christmas Day

Martin Luther King Day  
Columbus Day  
Presidents Day

Contractor may decide to observe any and all holidays with the suspension 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.

ON OR AFTER THE DAY YOUR TRASH IS PICKED UP, IT WILL BE PICKED UP A DAY LATER.

ANSON STREET	M
A STREET	T
ACADEMY HILL RD	W
ALBERT AVE	TH
ASHWOOD TERR	W
ATWATER AVE	M
B STREET	T
BALDWIN ROAD	TH
BANK ST	W
BEECHER ST	TH
BELLEVIEW DR	TH
BLUFF ST	M
BRADLEY TERR	TH

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BUCKINGHAM RD	T
BURTVILLE AVE	W
CALDWELL DR	TH
CAMPTOWN	T
CAROLINE ST	F
CEDRIC AVE	T
CEDRIC PLACE	T
CEMETARY AVE.	T
CHAPEL ST	W
CHATFIELD AVE	M
CHERRY ST	M
CHESTNUT DR	TH
CLARK AVE	W
CLARK AVE EXT	W
COE LANE	TH
COLONY ST	M
COMMODORE HULL DRIVE	TH
COON HOLLOW ROAD	T
COPPOLA TERR	T
COTTAGE ST	F
CRESENT ST	W
CULLEN'S HILL ROAD	T

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D STREET	T
DAVID HUMPHREY ROAD	TH
DERBY AVE	W
DERBY NECK ROAD	T
DEVON VIEW RD	W
DIRIENZO HEIGHTS	TH
DIVISION ST	M
E STREET	T
EAST HAWKINS ST	M
EAST NINTH ST	M
EIGHTH ST	M
ELEVENTH ST	M
ELIZABETH ST	F
ELM ST	W
EMMETT AVE	M
EVELYN ROAD	T
F STREET	T
FACTORY ST	F
FAIRVIEW TERR	M
FALL ST	M
FERRARA CT.	M
FIFTH ST	M

E Bassett Lane T

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FLORENCE AVE	TH
FOURTH ST	M
FOURTH ST	F
FRANCIS ST	M
FRANKLIN AVE	TH
GARDEN PLACE	M
GENERAL WOOSTER DRIVE	TH
GEORGE AVE	TH
GILBERT ST	W
GRANDVIEW BLVD	W
GREAT HILL ROAD	T
GROVE AVE	T
GROVE ST EXT	T
HAROLD AVE	TH
HAWKINS ST	M
HAWTHORNE AVE.	T
HICKORY ROAD	TH
HIGH ST	W
HIGHLAND AVE	W
HILLCREST AVE	TH
HINE TERRACE	TH
HOMESTEAD AVE	W

Frank Gates Lane TH

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HOWARD AVE	TH
LANOTTI LANE	TH
IDA AVE	TH
INDIAN AV E	M
JEANETTI DR	TH
JENNINGS ST	W
JOHN ST	TH
JOYCE AVE	T
KINDLE LANE	W
KINGS COURT	TH
KRAKOW ST	TH
LAFAYETTE ST	M
LAKEVIEW TERR	T
LAUREL AVE.	W
LAUREL PLACE	T
LEWIS ST	M
LOMBARDI DR	W
MAIN ST	F
MANSFIELD ST	W
MAPLE AVE	M
MARSHALL LANE	TH
MASON ST	M

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MCLAUGHLIN TERR	TH
MINERVA ST	F
MOHAWK AVE	M
MOUNT PLEASANT ST	W
MOUNTAIN ST	M
NEW HAVEN AVE	W
NINTH ST	M
NORTH AVE	T
NUTMEG AVE	T
OAK ST	M
OLD SENTINEL HILL	W
OLIVIA ST	F
PARK AVE	T
PATTY ANN TERR	T
PAUGASSETT RD	W
PINE ST	TH
PLATT ST	W
PLEASANT VIEW ROAD	TH
PRAIRIE AVE	TH
PRINDLE AVE	W
PROSPECT ST	W
RIDGE RD	W

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ROOSEVELT DR	T
SCHMITT TERR	F
SELMA AVE	TH
SENTINEL HILL RD	W
SEVENTH ST	M
SEYMOUR AVE	M
SHELTON ST	W
SHERWOOD AVE	TH
SILVER HILL ROAD	T
SIXTH ST	M
SMITH ST	M
SODOM LANE	TH
SOUTH DIVISION ST	W
SPRING ST	M
STEPHEN ST	W
STRANG ROAD	TH
SUMMER ST	M
SUMMIT ST	M
SUNSET DR	TH
TALMAGE ST	T
TENTH ST	M
THIRD ST	F

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TRUMBULL ST	W
VALLEY VIEW TERR	M
WASHINGTON ST	W
WATER ST	F
WEST NINTH ST	M
WINTER ST	M

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# EXHIBIT C

EXHIBIT C

A STREET	Tuesday
ACADEMY HILL ROAD	Wednesday
ALBERT AVENUE	Thursday
ANSON STREET	Monday
ASHWOOD TERRACE	Wednesday
ATWATER AVENUE	Monday
B STREET	Tuesday
BALDWIN ROAD	Thursday
BANK STREET	Wednesday
BEECH STREET	Thursday
BELLEVUE DRIVE	Thursday
BENANTO DRIVE	Thursday
BLUFF STREET	Monday
BRADLEY TERRACE	Thursday
BUCKINGHAM ROAD	Tuesday
BURTVILLE AVENUE	Wednesday
CALDWELL DRIVE	Thursday
CAMPTOWN	Tuesday
CAROLINE STREET	Friday
CEDAR STREET	Wednesday
CEDRIC AVENUE	Tuesday
CEDRIC PLACE	Tuesday
CEMETARY AVENUE	Tuesday
CHAPEL STREET	Wednesday
CHATFIELD STREET	Monday
CHERRY STREET	Monday
CHESTNUT DRIVE	Thursday
CICIA MANOR	Monday
CLARK STREET	Wednesday
CLARK STREET EXTENSION	Wednesday
COE LANE	Thursday
COLONY STREET	Monday
COMMODORE HULL DRIVE	Thursday
CONNECTICUT AVENUE	Wednesday
COON HOLLOW ROAD	Tuesday
COPPOLA TERRACE	Tuesday
COTTAGE STREET	Friday
CRESENT STREET	Wednesday
CULLEN'S HILL ROAD	Tuesday
D STREET	Tuesday

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EXHIBIT C

DALE DRIVE	Wednesday
DANIELLE COURT	Wednesday
DAVID HUMPHREY ROAD	Thursday
DERBY AVENUE	Wednesday
DERBY NECK ROAD	Tuesday
DERBY-MILFORD ROAD	Wednesday
DERBYSHIRE	Thursday
DEVON VIEW ROAD	Wednesday
DIRIENZO HEIGHTS	Thursday
DIVISION STREET	Monday
DOBEK TERRACE	Wednesday
DONNA AVENUE	Tuesday
E STREET	Tuesday
E. BASSETT LANE	Tuesday
EAST COURT	Thursday
EAST HAWKINS STREET	Monday
EAST NINTH STREET	Monday
EIGHTH STREET	Monday
ELEVENTH STREET	Monday
ELIZABETH STREET	Friday
ELM STREET	Wednesday
EMMETT AVENUE	Monday
EVELYN ROAD	Tuesday
F STREET	Tuesday
FACTORY STREET	Friday
FAIRVIEW TERRACE	Monday
FALL STREET	Monday
FERRARA COURT	Monday
FIFTH STREET	Monday
FLORENCE AVENUE	Thursday
FOURTH STREET	Monday
FRANCIS STREET	Monday
FRANK GATES LANE	Thursday
FRANKLIN AVENUE	Thursday
GAIDOSZ WAY	Wednesday
GARDEN PLACE	Monday
GARFIELD AVENUE	Wednesday
GENERAL WOOSTER DRIVE	Thursday
GEORGE AVENUE	Thursday
GILBERT STREET	Wednesday
GRANDVIEW BOULEVARD	Wednesday
GREAT HILL ROAD	Tuesday

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EXHIBIT C

GROVE AVENUE	Tuesday
GUARDIANO TERRACE	Tuesday
HAROLD AVENUE	Thursday
HARRISON AVENUE	Wednesday
HAWKINS STREET	Monday
HAWTHORNE AVENUE	Tuesday
HAWTHORNE PLACE	Tuesday
HICKORY ROAD	Thursday
HIGH STREET	Wednesday
HIGHLAND AVENUE	Wednesday
HILLCREST AVENUE	Thursday
HINE TERRACE	Thursday
HOMESTEAD AVENUE	Wednesday
HOWARD AVENUE	Thursday
IANOTTI LANE	Thursday
IDA AVENUE	Thursday
INDIAN AVENUE	Monday
JEANETTI DRIVE	Thursday
JENNINGS STREET	Wednesday
JOHN STREET	Thursday
JOYCE AVENUE	Tuesday
KINDLE LANE	Wednesday
KINGS COURT	Thursday
KRAKOW STREET	Thursday
LAFAYETTE STREET	Monday
LAKEVIEW TERRACE	Tuesday
LANZIERI COURT	Thursday
LAUREL AVENUE	Wednesday
LAUREL PLACE	Tuesday
LEWIS STREET	Monday
LILAC CIRCLE	Thursday
LOMBARDI DRIVE	Wednesday
MAIN STREET	Friday
MANSFIELD STREET	Wednesday
MAPLE AVENUE	Monday
MARSHALL LANE	Thursday
MASON STREET	Monday
MCCONNEY'S GROVE	Tuesday
MCKINLEY AVENUE	Wednesday
MCLAUGHLIN TERRACE	Thursday
MINERVA STREET	Friday
MOHAWK AVENUE	Monday

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EXHIBIT C

MONACO CIRCLE	Wednesday
MOUNT PLEASANT STREET	Wednesday
MOUNTAIN STREET	Monday
NEW HAVENUEN AVENUE	Wednesday
NINTH STREET	Monday
NORTH AVENUE	Tuesday
NUTMEG AVENUE	Tuesday
OAK STREET	Monday
OLD SENTINEL HILL ROAD	Wednesday
OLIVIA STREET	Friday
ORANGEWOOD WEST	Thursday
ORCHARD STREET	Wednesday
O'SULLIVAN ROAD	Thursday
PARK AVENUE	Tuesday
PATTY ANN TERRACE	Tuesday
PAUGASSETT ROAD	Wednesday
PINE STREET	Thursday
PLATT STREET	Wednesday
PLEASANT VIEW ROAD	Thursday
PRAIRIE AVENUE	Thursday
PRINDLE AVENUE	Wednesday
PROSPECT STREET	Wednesday
RIDGE ROAD	Wednesday
ROCKWELL PLACE	Wednesday
ROOSEVELT DRIVE	Tuesday
SCHMITT TERRACE	Thursday
SELMA AVENUE	Thursday
SENTINEL HILL ROAD	Wednesday
SEVENTH STREET	Monday
SEYMOUR AVENUE	Monday
SHAGBARK DRIVE	Thursday
SHELTON STREET	Wednesday
SHERWOOD AVENUE	Thursday
SILVER HILL ROAD	Tuesday
SINGER VILLAGE DRIVE	Thursday
SIXTH STREET	Monday
SMITH STREET	Monday
SODOM LANE	Thursday
SOUTH DIVISION STREET	Wednesday
SPRING STREET	Monday
STELMACK ROAD	Wednesday
STEPHEN STREET	Wednesday

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## EXHIBIT C

STRANG ROAD	Thursday
STYGAR TERRACE	Tuesday
SUMMER STREET	Monday
SUMMIT STREET	Monday
SUMMITT COMMONS	Tuesday
SUNSET DRIVE	Thursday
TALMAGE STREET	Tuesday
TENTH STREET	Monday
THIRD STREET	Friday
TORRANCE AVENUE	Monday
TRUMBULL STREET	Wednesday
TURNER AVENUE	Wednesday
VALLEY VIEW ROAD	Monday
WASHINGTON AVENUE	Wednesday
WASHINGTON STREET	Wednesday
WATER STREET	Friday
WEST COURT	Thursday
WEST FOURTH STREET	Monday
WEST NINTH STREET	Monday
WINTER STREET	Monday
WOODLAND WALK	Thursday
WOODY CREST	Tuesday
YOCHER LANE	Wednesday

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# EXHIBIT D



June 29, 2020

Mayor Richard Dziekan  
City of Derby City Hall  
1 Elizabeth Street  
Derby, CT 06418

RE: Town-wide Trash and Recycling Collection and Operation of the City of Derby Transfer Station  
07/01/20 – 06/30/21 Performance/Payment Bond #170803

Dear Mayor Dziekan:

The referenced performance bond in the amount of \$3,811,355.00 is enclosed herewith. The individual bonds for the Trash Collection #865786 and for the Transfer Station #865787 have been consolidated into this new bond.

Yours truly,

A handwritten signature in black ink, appearing to read "David M. LeBlanc".

David M. LeBlanc  
**CITY CARTING, INC.**

2020 AUG 28 PM 2:03

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, City Carling, Inc. a Corporation  
(~~Corporation, Pennsylvania~~)  
hereinafter called "Principal," and Evergreen National Indemnity Company, of 6140 Parkland Blvd., Suite 321, Mayfield Heights OH 44124  
State of Ohio, hereinafter called the "Surety,"  
are held firmly bound unto the City of Derby, Connecticut 06418, hereinafter called the "City,"  
in the penal sum of Three Million, Eight Hundred Eleven Thousand, Three hundred Fifty-Five and 00/100  
DOLLARS (\$ 3,811,355.00 ) in lawful money of the United States, for the payment of which sum well  
and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly  
and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, Principal entered into a certain Contract with the City, dated the 1st  
day of July, 2020, a copy of which is hereto attached and made a  
part hereof for the construction of  
RESIDENTIAL CURBSIDE COLLECTION, PROCESSING AND DISPOSAL OF MUNICIPAL SOLID WASTE (MSW) AND RECYCLABLES  
AND OPERATION OF THE CITY OF DERBY TRANSFER STATION

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the 12 day of June, 2020.

ATTEST:

[Signature]  
(Principal) Secretary  
(SEAL) 8 Via du ch Rd  
Stamford, CT 06907

[Signature]  
(Witness as to Principal)  
8 Via du ch Rd  
Stamford, CT 06907  
(Address - Zip Code)

City Carling, Inc.

(Principal)

BY: [Signature] (S)

8 Via du ch Rd  
Stamford, CT 06907  
(Address - Zip Code)

Evergreen National Indemnity Company

(Surety)

ATTEST:

[Signature]  
(Surety) Secretary  
(SEAL) Tonia Petranek

[Signature]  
(Witness as to Surety) Robbi Morales

5005 Lyndon B. Johnson Freeway, 14th Floor  
Dallas, Texas 75244

(Address - Zip Code)

BY: [Signature]  
(Attorney-in-fact) Tina McEwan

5005 Lyndon B. Johnson Freeway, 14th Floor  
Dallas, Texas 75244

(Address - Zip Code)

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

**EVERGREEN NATIONAL INDEMNITY COMPANY**  
MAYFIELD HEIGHTS, OH  
POWER OF ATTORNEY

Bond No. 170803

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

**DEENA BRIDGES, MELISSA L. FORTIER, MICHAEL HERROD, TINA MCEWAN, LUPE TYLER, MISTY WRIGHT**

its true and lawful Attorney(s)-in-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed TWENTY-FIVE MILLION AND 00/100 DOLLARS (\$25,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2017.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: \_\_\_\_\_

*Matthew T. Tucker*

Matthew T. Tucker, President

By: \_\_\_\_\_

*David A. Canzone*

David A. Canzone, CFO

Notary Public)  
State of Ohio)

SS:

On this 1st day of June, 2017, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
04-04-2022

*Penny M. Hamm*  
Penny M. Hamm, Notary Public  
My Commission Expires April 4, 2022

State of Ohio )

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed this 12 day of June, 2020.



*Wan C. Collier*  
Wan C. Collier, Secretary

2020 AUG 28 PM 2:03

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# EXHIBIT E

## Chapter 167. SOLID WASTE MANAGEMENT

[HISTORY: Adopted by the Board of Aldermen of the City of Derby as indicated in article histories. Amendments noted where applicable.]

### GENERAL REFERENCES

Junk dealers — See Ch. 105.

Abandoned refrigerators — See Ch. 144.

## Article I. Disposal Area

[Adopted 8-13-1981]

### § 167-1. Definitions.

As used in this article, the following terms shall have the meanings indicated:

#### SMALL BUSINESS

A commercial establishment that generates no more than three fifty-five-gallon refuse containers each week.

[Amended 9-28-2000]

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#### SOLID WASTE

Unwanted or discarded materials, including solid, liquid, semisolid or contained gaseous material.

#### SOLID WASTE DISPOSAL AREA

The municipal landfill located on Marshall Lane, so called, more particularly bounded and described in Volume 128, Pages 525-527, of the Derby Land Records.

### § 167-2. Operation of disposal area continued.

The city shall continue to operate a solid waste disposal area for the benefit and use of the residents of the city and other duly authorized persons, in accordance with rules and regulations established by the State Department of Environmental Protection and State Health Department.

### § 167-3. Use of disposal area.

Use of the solid waste disposal area shall be limited to the following persons:

A.

Municipally authorized solid waste collectors depositing wastes generated within the city.

- B. Derby residents and taxpayers, except that no resident or taxpayer shall use a vehicle with a registered capacity of more than one ton at any one time.
- C. Commercial solid waste collectors with written permits depositing wastes generated within the city.
- D. Such other persons as the Board of Aldermen shall permit.

#### § 167-4. Hours of operation of disposal area.

The Street Commissioner of the city shall establish hours for the use of the solid waste disposal area, which shall be posted at the site and on file in the office of the City Clerk.

#### § 167-5. Hours of prohibited use.

It shall be unlawful for any person to use or cause to be used the solid waste disposal area except within the hours established in § 167-4.

#### § 167-6. Disposal fees; waiver of fees.

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[Amended 12-8-1988]

- A. No solid waste shall be disposed of at the solid waste disposal area except upon payment of a fee as established by the Board of Aldermen of the city, which fee shall be \$12, with a minimum charge of \$12 per load, which fee shall be paid at the main gate to the disposal area in the form of a dump ticket which shall be available for purchase at the office of the City Clerk, except that Derby residents and taxpayers transporting noncommercial and nonindustrial solid waste, and the municipally authorized solid waste collector, disposing of solid waste generated by the residential collection, shall have said fee waived.
- B. Any individual or entity disposing of the items listed below at the Derby Landfill shall pay disposal fees as follows:

Item	Fee
Stoves, refrigerators, freezers, washers, dryers, dishwashers, etc.	\$5
Air conditioners, console televisions, water heaters, etc.	\$3
Portable televisions, microwaves, etc.	\$2
Tires	
16 inches or under	\$2
Over 16 inches	\$5
Gallon of engine or transmission oil	\$0.50

## § 167-7. Determination of fees by vehicle capacity.

The fee as established in § 167-6 shall, at the option of the vehicular owner or user, be determined by either:

- A. The maximum carrying capacity of the vehicle containing the material to be disposed of as indicated by the registration of such vehicle; or
- B. The weight of the load on such vehicle as indicated on a weight ticket issued at a scale operated by a weighmaster duly licensed by the State of Connecticut, including the date and time of weighing.

## § 167-8. Permits.

- A. All applications for permits pursuant to § 167-3 shall be in writing, in a form prescribed by the Street Commissioner and obtained therefrom, including the submission of a sworn list of all vehicles, with license plate numbers, proposed to be used by the permittee.
- B. No permit issued hereunder shall be assignable or transferable.
- C. Use of the solid waste disposal area by other than those vehicles registered with the Street Commissioner shall constitute violation of this section and shall bar the permittee from use of said area for one year from the date of said violation.

## § 167-9. Disposal of hazardous wastes prohibited.

No solid waste classified as hazardous according to the Department of Environmental Protection regulations shall be disposed of at the solid waste disposal area.

## § 167-10. Collections.

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No person other than the municipally authorized solid waste collector shall collect and transport solid waste within the city without written permit from the City Clerk, except residents and taxpayers as provided in § 167-3C.

## § 167-11. Registration of collectors.

Collectors of solid waste within the city shall, as required by this article, register upon forms to be provided by the Street Commissioner and made available in the office of the City Clerk.

## § 167-12. Frequency of collection.

Collections of community solid waste shall occur at least once per week.

## § 167-13. Duty of residents regarding collection.

[Amended 9-28-2000]

- A. All solid waste to be collected by the collector shall be in containers suitable for holding said wastes, with a maximum capacity of 30 gallons and maximum weight of 50 pounds, except that:
- (1) Ashes, sawdust and swill are to be put in plastic bags and tied securely.
  - (2) Garbage in paper bags will not be accepted unless placed in proper containers.
  - (3) All newspapers and magazines are to be tied in average size bundles.
  - (4) All cardboard boxes are to be broken apart, folded flat and tied securely.
  - (5) Each family is limited to two barrels of loosely packed leaves or grass or two bundles of shrubbery securely tied for each pickup or any amount of leaves, grass or clippings, provided that the same are deposited for pickup in large durable plastic bags and tied securely, except for bulk pickup as announced by the Commissioner.
  - (6) Furniture, appliances, plaster, rocks and large pieces of lumber will not be accepted.
- B. All solid waste which cannot be placed in containers or bundles as defined in Subsection A above shall be designated as "oversize solid waste" for purposes of § 167-15, and shall require the scheduling of an "oversize solid waste pickup" for collection as defined in § 167-15C.

## § 167-14. Duty of commercial establishments regarding collection.

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- A. Commercial establishments are to use the same type barrels and are subject to the same restrictions as set forth above, with the following limitations:
- (1) Garages are limited to three barrels.
  - (2) Grocery stores are limited to three barrels.
  - (3) Restaurants, eating establishments and bars are limited to four barrels.
- B. Owners of commercial property shall be subject to a fine of \$100 for each violation by themselves or their tenants.

## § 167-15. Placement of containers.

[Amended 9-28-2000]

- A. All solid waste containers and other solid waste as specified shall be placed at the shoulder or curb for removal, except that, if any solid waste cannot be placed at the

shoulder or curb, the collector shall not refuse to make collection from the premises providing such solid waste if the owner or occupant thereof who desires removal is willing to pay the collector the reasonable and customary fee for removal from said premises, and has scheduled an oversize solid waste pickup as defined in Subsection C below.

- B. No solid waste container shall be placed along the public right-of-way before 12:00 p.m. on the day prior to the scheduled pickup day. All solid waste containers shall be removed from the public right-of-way no later than 8:00 p.m. on the scheduled pickup day. Penalties for failure to comply with this provision shall be as follows:

- (1) First offense: warning.
- (2) Second offense: \$25 fine.
- (3) Third and subsequent offense(s): \$75 fine.

- C. Oversize solid waste pickup.

- (1) Any owner or occupant desiring collection of oversize solid waste shall schedule an oversize solid waste pickup through the City of Derby Department of Public Works. Collection of oversize solid waste will be provided according to the following fee schedule:

Type of Use	Fee
1- or 2-dwelling units	
First pickup	No charge <sup>1</sup>
Second pickup	No charge <sup>1</sup>
Third pickup	No charge <sup>1</sup>
Fourth pickup	\$75 <sup>1</sup>
Subsequent pickup(s)	\$150 <sup>1</sup>
3+ dwelling units	
First pickup:	No charge <sup>1</sup>
Second pickup	\$250 <sup>1</sup>
Third and subsequent pickup(s)	\$500 <sup>1</sup>
Condominium	
First pickup per 5 units	No charge <sup>1</sup>
Second pickup	\$250 <sup>1</sup>
Third and subsequent pickup(s)	\$500 <sup>1</sup>
Type of Use	Fee
Small business	
First pickup	No charge <sup>1</sup>
Second pickup	\$250 <sup>1</sup>
Third and subsequent pickup(s)	\$500 <sup>1</sup>

**NOTE:**

<sup>1</sup>Additional charges may apply for excess tonnage as detailed in the Transfer Facility Fee Schedule maintained by the Director of Public Works.

- (2) For purposes of the foregoing fee schedule, the terms "dwelling unit" and "condominium" shall have the same meaning as defined in § 195-7 of the Code. The term "small business" shall be defined as.

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*Editor's Note: See the definition of "small business" in § 167-1, Definitions.*

- (3) In the event that oversized solid waste is presented at the shoulder or curb for removal on the scheduled pickup day and the owner or occupant has not properly scheduled an oversized solid waste pickup, the oversized solid waste shall be collected; however, the owner or occupant shall be charged for such unscheduled oversized solid waste pickup at the rate specified on the fee schedule for "third and subsequent pickup(s)." All records and invoicing for oversized solid waste pickup shall be maintained by the Public Works Department.

## § 167-16. Duty of collector.

All solid waste collected by the municipally authorized collector shall be done in a thorough and clean manner, with containers emptied and replaced with cover in an upright position at the place of removal.

## § 167-17. Condominium-generated trash.

[Amended 6-29-1987]

The City of Derby shall pay for the cost of one weekly trash pickup for condominiums within the city, and the City of Derby shall not charge a dumping fee to any trash hauler for the disposal of Derby condominium-generated trash in the Derby landfill. However, the City of Derby shall not pay for nor be responsible for the cost of any additional trash pickups, rental of condominium trash containers or any other cost incidental to the pickup of trash from condominiums within the city.

## Article II. Collection and Recycling

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[Adopted 3-9-1995]

## § 167-18. Enactment of regulations.

The Board of Aldermen of the City of Derby is hereby authorized to enact from time to time such regulations as it shall deem in the public interest regarding the separation, recovery, collection, removal, storage and disposition of garbage, rubbish and other refuse, including recyclables. Such regulations shall become effective upon publication twice in a daily newspaper having circulation in the City of Derby and shall be immediately posted in a conspicuous place in City Hall.

## § 167-19. Definitions.

As used in this article, the following terms shall have the meanings indicated:

### **CARDBOARD**

Corrugated boxes and similar corrugated and kraft paper materials which have a minimum of contamination by food or other material.

### **GLASS FOOD CONTAINER**

A glass bottle or jar of any size or shape used to package food products suitable for human or animal consumption.

**LEAVES**

The foliage of trees.

**METAL FOOD CONTAINER**

An aluminum, bimetal, steel, tin-plated steel or other metallic can, plate or tray of any size or shape used to package food products suitable for human or animal consumption.

**NEWSPAPER**

Used or discarded newsprint which has a minimum of contamination by food or other material.

**OFFICE PAPER**

Used or discarded high-grade white paper and manila paper, including but not limited to paper utilized for file folders, tab cards, writing, typing, printing, computer printing and photocopying, which is suitable for recycling and which has a minimum of contamination.

**RECYCLE**

To separate or divert an item or items from the solid waste stream for the purposes of processing it or causing it to be processed into a material product, including the production of compost, in order to provide for disposition of the item or items in a manner, other than incineration or landfilling, which will best protect the environment. Nothing in this definition shall preclude the use of waste oil as fuel in an oil burner.

**SCRAP METAL**

Used or discarded items which consist predominantly of ferrous metals, aluminum, brass, copper, lead, chromium, tin, nickel or alloys thereof, including but not limited to white goods and metal food containers.

**STORAGE BATTERY**

Lead acid batteries or other batteries used in motor vehicles such as automobiles, airplanes, boats, recreational vehicles, tractors and like applications.

**WASTE OIL**

Crankcase oil that has been utilized in internal combustion engines.

**§ 167-20. Powers of Board.**

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The Board of Aldermen of the City of Derby is authorized to employ or make contracts with individual persons or corporations for the separation, recovery, collection, removal, storage or disposition of garbage, rubbish and other refuse including recyclables.

**§ 167-21. Classification of recyclables.**

The following material shall be classified as recyclable material and subject to the separation and collection requirements as established in this article:

A. Newspaper.