

**MUNICIPAL SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION AGREEMENT**

This **MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION AGREEMENT** (this "Agreement") effective as of the date written below, is made by and between CWPM, LLC, a Connecticut corporation with its principal place of business at 25 Norton Place, Plainville, Connecticut ("CWPM", also referred to as "Contractor") and the Town of Thomaston, a municipal corporation with its territorial limits within the State of Connecticut (the "Town").

RECITALS

WHEREAS the Town desires to contract for the collection of trash and recyclable materials, CWPM is in the business of providing said services; and

WHEREAS the Town desires to retain one contractor to perform such services for the Town.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CWPM and the Town hereby agree as follows:

SECTION 1. DEFINITIONS

Contract

The Contract which includes this specification.

Dwelling Unit

A home, rental unit, apartment, condominium, mobile home, or other shelter occupied by a single family or small group as a residence.

Municipal Solid Waste ("MSW")

Defined by the Connecticut DEEP and is composed of residential and institutional waste which is normally collected by conventional refuse collection. Items not acceptable at the disposal facility, due to size or other characteristics, but which would otherwise meet the DEEP definition of Municipal Solid Waste, are excluded from this definition.

Refuse Properly Left for Collection

All refuse, with recyclables separated, which is contained entirely within the carts provided for its collection.

Designated Recyclables Disposal Facility

The location stipulated in the Municipal Service Agreement between the Town of Thomaston and Murphy Road Recycling, located at 655 Christian Lane, Berlin, CT for the disposal of Recyclables collected under this contract.

The parties agree that the definitions used in this contract shall automatically update to match any future changes in the definitions used by the Thomaston Municipal Solid Waste Ordinance, codified at Code of the Town of Thomaston, Chapter 235, as amended.

SECTION 2. EXCLUSIVE NATURE OF AGREEMENT

The Town and CWPM acknowledge and agree that this Agreement constitutes an exclusive arrangement by the Town to utilize CWPM for the collection of its MSW and Recyclable Materials. During the term of this Agreement, as defined herein, CWPM shall collect all MSW and Recyclable Materials within the territorial limits of the Town. This Agreement is made pursuant to the Town's Request for Proposals (RFP) (Appendix B) and CWPM's bid response to that RFP (Appendix C).

SECTION 3. TERM OF AGREEMENT

The term of this Agreement shall be for a period of FIVE YEARS beginning July 1, 2026, and terminating on June 30, 2031. Both parties may mutually agree to extend contract past June 30, 2031. Extension shall be accomplished by written notice of either party to the other, sent no fewer than 60 days prior to the ending of the Term. This contract may be terminated earlier for-cause by the Town of Thomaston. This agreement may be extended up to five (5) times for a one-year period each time by written notice of either party to the other. If the Town of Thomaston or the Contractor is desirous of extending this Agreement, they must notify the other party in writing no later than six months prior to the expiration date of the Term.

SECTION 4. RATES FOR SERVICES

CWPM shall provide the services as specified in this Agreement for the amounts as outlined in Exhibit 1 attached hereto and made a part hereof. Town pays tip fee for Recyclables directly to Murphy Road Recycling.

Billing to the Town shall be submitted monthly by the Contractor. The monthly payments will be determined by dividing by twelve (12) the annual cost for the particular year, adjusted to incorporate any contract changes. The Town will pay the Contractor the billed amount less any damages or costs within thirty (30) days after billing. The Town reserves the right to submit payments by electronic payment.

In addition to the rates specified in Exhibit 1, the Town acknowledges and agrees that in the event of the imposition of tolls, additional taxes, or an equivalent transportation-based charge or surcharge by the State of Connecticut or any authority having jurisdiction (collectively, of any kind and nature, "Charges"), the Town shall reimburse the Contractor for such Charges upon proper documentation.

CWPM is responsible for selecting an alternate site to accept MSW and Single Stream Recycling if the primary disposal sites are unavailable or unable to take MSW or Single Stream Recycling, as the case may be. CWPM will be responsible at its own risk and expense to ensure the alternate destination facilities will accept MSW and Single Stream Recycling. The Town shall have the right to consent to or reject any alternate destination, which consent shall not be unreasonably withheld. In the event alternate destination(s) are required, CWPM will certify in writing to the Town that the alternate destination(s) comply with all applicable federal, state, and municipal laws and regulations.

The Town will pay all tip fees and receive all rebates from the MSW disposal and Single Stream Recycling for service to 96-gallon carts and service to dumpsters at school and municipal buildings under this Agreement unless otherwise noted in this specification. Said payments shall be made directly to the disposal site operator. All other costs incidental to this paragraph of this Agreement shall be the responsibility of the Contractor.

SECTION 5. GENERAL CONDITIONS

5.1 The Town is under agreement with Murphy Road Recycling to deliver all SSR generated in the Town to the facility stipulated by the Agreement between the Town of Thomaston and Murphy Road Recycling. This facility is located at 655 Christian Lane, Berlin, CT.

5.2 Any change relative to the Town's agreements with Murphy Road Recycling affecting disposal of Recyclables will be subject to a contract change order for an appropriate adjustment.

5.3 The Contractor shall maintain all records related to the work described in this Agreement for a period of five (5) years after final payment under the Contract or until all pending Town, State and Federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

5.4 Performance Bond: The Contractor shall, prior to signing this Contract with the Town, furnish a Performance Bond, in a form acceptable to the Town, for one hundred percent (100%) of the first year's bid price. For each succeeding year of the term or extended term of the Contract, the Contractor shall, on or before June 1st of each year, provide a Performance Bond for one hundred percent (100%) of the next year's Contract price. This bond shall be issued by a surety company either licensed or approved by the State of Connecticut Insurance Commissioner having an A.M. Best's rating of AVII or better, or in the alternative, may be an "evergreen" letter of credit or a certified check issued by a bank located in the State of Connecticut.

SECTION 6. SERVICES TO BE PROVIDED AND SERVICE AREAS

CWPM shall provide timely and effective collection and disposal of MSW and Recyclable Materials from all Thomaston residences, including multi-unit dwellings of up to eight residences, condominium complexes, and eleven Town buildings and facilities, all in accordance with the conditions and terms contained in this Agreement. Recyclable Materials shall be delivered to the Murphy Road Recycling Facility at 655 Christian Lane, Berlin, CT. MSW will be disposed of at contractors' facility of choice, DEEP permitted facility. Contractor shall obtain written consent of the Town, through the First Selectman, for designation of the MSW disposal site, which consent shall not be unreasonably withheld.

6.1 CWPM shall provide said services to municipal facilities as detailed in Town's Request for Proposals (RFP) (Appendix B).

6.2 The Town shall inform the Contractor within a reasonable time of newly accepted Town streets and newly built and occupied dwelling units. New requests for curbside collection service, or changes to existing services, from residents can be received by the Highway Superintendent and/or First Selectman. Approved requests will be forwarded to the Contractor for addition to the appropriate collection route. This includes

requests for additional refuse or recycling containers, replacement of container(s) for size or due to damage, or container removal at vacant properties. Invoices from the Contractor will be adjusted semiannually for these changes. Unless otherwise agreed in an amendment to this Contract signed by both parties, Town employees will staff and operate the Thomaston Transfer Station. Special curbside collections of items such as leaves, Christmas trees, and storm debris will be performed by the Town. All manually emptied trash and recycling cans at Park and School locations will be collected by Town staff; however, the Contractor can present a plan to collect these materials as part of Contract negotiations.

6.3 (a) All MSW will be brought to the facility of the bidder's choice. The successful bidder shall agree to provide the Town with notice and an opportunity to consent to or reject the proposed destination facility and entity doing the disposal of MSW. The Town's consent shall not be unreasonably withheld. The TOWN will pay tip fees for all MSW collected via automated carts. The Contractor will pay all tip fees for all MSW collected via dumpsters.

(b) Residential Single Stream Recycling collected using the automated carts will be brought to Murphy Road Recycling (MRR), 655 Cristian Lane, Berlin, CT, under the Town of Thomaston's direct agreement with MRR. In the event MRR is unable to accept material, recycling will be brought to the facility of the bidder's choice. The successful bidder shall agree to provide the Town with notice and an opportunity to consent to or reject the proposed alternate destination facility and entity doing the disposing of recyclables. The Town's consent shall not be unreasonably withheld.

(c) Recyclables collected via dumpsters at Town schools and other municipal locations will be brought to Murphy Road Recycling (MRR), 655 Cristian Lane, Berlin, CT, under the Town of Thomaston's direct agreement with MRR. In the event MRR is unable to accept material, recycling will be brought to the facility of the bidder's choice. The successful bidder shall agree to provide the Town with notice and an opportunity to consent to or reject the proposed alternate destination facility and entity doing the disposing of recyclables. The Town's consent shall not be unreasonably withheld.

(d) The TOWN reserves the right to reject any proposed alternate disposal site(s) and to designate the alternate disposal site(s) to be used by the Contractor hereunder. Should the Town so designate a different disposal site, the parties may renegotiate the compensation due the CONTRACTOR or the Town related to any increase or decrease in transportation costs based on mileage costs listed in Section 8 Bid Proposal Response Form.

SECTION 7. TIPPING FEES

Tipping fees will be billed to and paid by the Town for MSW materials collected under this Agreement. Any attempt by the Contractor to include material collected from outside Thomaston is a serious violation of the contract and shall constitute grounds for immediate investigation and possible termination of the contract by the Town for default.

SECTION 8. TECHNICAL SPECIFICATIONS

The services to be provided shall be governed by the Technical Specifications attached hereto and made a part hereof.

SECTION 9. REPRESENTATIONS AND WARRANTIES OF THE TOWN

The Town hereby makes the following representations and warranties as of the date of this Agreement, to and for the benefit of CWPM:

- (a) The Town is a body politic and corporate validly existing, with full legal right, power and authority to enter into this Agreement and perform its obligations hereunder.
- (b) The Town has duly authorized the execution of this Agreement and this Agreement has been duly executed by the Town, and constitutes a legal, valid and binding obligation of the Town, enforceable against the Town in accordance with its terms.
- (c) Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Town is prevented or limited by or conflicts with or results in a breach of the terms, conditions or provisions of any contractual or other restriction on the Town, or any agreement or instrument of whatever nature to which the Town is now a party or by which the Town or its property is bound, or constitutes a default under any of the foregoing.
- (d) No action or proceeding is pending or threatened against the Town before any court or administrative agency that might materially adversely affect the ability of the Town to perform its obligations under this Agreement and all authorizations, consents and approvals required in connection with the execution and delivery of this Agreement or in connection with the performance of the Town's obligations hereunder have been obtained as required hereunder or by law.
- (e) The Town hereby accepts and affirms the “Town Responsibilities” listed in Section 2.7 of the RFP (Appendix B).

SECTION 10. REPRESENTATIONS AND WARRANTIES OF CWPM

CWPM hereby makes the following representations and warranties as of the date of this Agreement, to and for the benefit of the Town:

- (a) CWPM is a Connecticut corporation validly existing, with full legal right, power and authority to enter into this Agreement and perform its obligations hereunder. CWPM represents that it is an equal opportunity/affirmative action employer and will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex/gender, or national origin. CWPM represents that it is in compliance with all federal and state employment laws and applicable regulations. CWPM has complied with the provisions of Executive Order 11246 of September 24, 1965. CWPM acknowledges that the seven affirmative action/equal opportunity paragraphs will be included in every sub contract or purchase order unless exempted by the applicable rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding on each sub vendor or sub-bidder. CWPM acknowledges that non-compliance with non-discrimination requirements herein may cause cancellation of this contract.
- (b) CWPM has duly authorized the execution of this Agreement and this Agreement has been duly executed by CWPM, and constitutes a legal, valid and binding obligation of CWPM, enforceable against CWPM in accordance with its terms.

(c) Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement by CWPM is prevented or limited by or conflicts with or results in a breach of the terms, conditions or provisions of any contractual or other restriction on CWPM, or any agreement or instrument of whatever nature to which CWPM is now a party or by which CWPM or its property is bound or constitutes a default under any of the foregoing.

No action or proceeding is pending or threatened against CWPM before any court or administrative agency that might materially adversely affect the ability of CWPM to perform its obligations under this Agreement and all authorizations, consents and approvals required in connection with the execution and delivery of this Agreement or in connection with the performance of the CWPM's obligations hereunder have been obtained as required hereunder or by law.

(d) CWPM at all times will maintain compliance with all municipal, state and federal laws, regulations, permits, licenses and orders applicable to its activities, and shall obtain all necessary permits, licenses and approvals associated thereto. CWPM shall not be deemed to have breached its obligations under this Section if: (i) CWPM is contesting the purported non-compliance in good faith by appropriate proceedings; or (ii) CWPM is diligently seeking to achieve compliance through appropriate actions and/or filing appropriate applications, provided that applicable law allows for continuing operations.

(e) All practices, materials and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent State and/or local safety and environmental codes. CWPM will administer random drug testing to all CDL employees as required by law.

(f) CWPM hereby affirms and accepts the “Successful Bidder and Eventual Contractor” responsibilities as set forth in Section 2.3 of the RFP, attached hereto as an Exhibit and made a part hereof.

SECTION 11. EVENTS OF DEFAULT BY CWPM AND REMEDIES

Each of the following constitutes an event of default by CWPM:

(a) if CWPM repeatedly fails to supply sufficient skilled personnel or equipment necessary to fulfill its obligations under this Agreement; or

(b) if CWPM otherwise violates any provision of this Agreement.

Subject to the notice requirements and the arbitration requirements of set forth below, if CWPM breaches any of its obligations under this Agreement or under Thomaston’s Solid Waste Ordinance (Thomaston Code Chapter 235, as amended), the Town shall have the right to recover compensatory damages and all other remedies available to it at law or in equity (if any). If the Contractor fails to perform this Contract in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Contractor in default, and to resubmit the Contract for further bid. In that event, the Contractor shall pay to the Town, as liquidated damages, the amount of any excess of the new Contract price over the applicable price set forth in this Contract price, both prices prorated for the period of time covered by the unexpired term of this Contract at the time of default.

The Town of Thomaston may, through its First Selectman or Highway Superintendent, enforce the Town's Municipal Solid Waste and Single Stream Recycling Ordinance, as published in the Thomaston Code of Ordinances, Chapter 235, as amended.

SECTION 12. EVENTS OF DEFAULT BY THE TOWN AND REMEDIES

Each of the following constitutes an event of default by the Town:

- (a) if the Town fails to make payment to CWPM in accordance with the terms of this Agreement; or
- (b) if the Town otherwise violates any provision of this Agreement.

Subject to the notice requirements and the arbitration requirements of set forth below, if CWPM breaches any of its obligations under this Agreement, the Town shall have the right to recover compensatory damages and all other remedies available to it at law or in equity (if any).

SECTION 13. NOTICE IN THE EVENT OF DEFAULT

No action or inaction by either the Town or CWPM shall constitute an Event of Default unless and until the party claiming default provides written notice to the other party specifying that particular default exists which will, unless cured, constitute a material breach of this Agreement by the other party; and the defaulting party has not corrected such default or otherwise taken adequate steps to the correct such default within thirty (30) days from the receipt of the notice. Only after providing such notice and the expiration of this cure period shall the party claiming default have the remedies available to it as provided herein.

SECTION 14. UNCONTROLLABLE CIRCUMSTANCES

For purposes of this Section, "Uncontrollable Circumstance" shall mean an event or condition, whether affecting the Town or CWPM, that has, or may reasonably be expected to have, a material adverse effect on the ability of either party to perform its respective obligations hereunder, but only if such event or condition is beyond the reasonable control, and not the result of negligent action or lack of action by, the non-performing party. The following shall constitute an Uncontrollable Circumstance, as well as any other event which may be defined herein or which may meet the requirements of this definition: an event of force majeure such as war, strike, lock-out, labor dispute, flood, fire, explosion, drought, sabotage, riot, mass movement, general labor shortage, major breakdown, adoption of a law or regulation by government authorities or enforcement of permit restrictions, or following any act of God whether or not specified herein.

In the event one party is either completely or partially unable to perform its obligations hereunder due to an Uncontrollable Circumstance, such party shall not be liable towards the other party for any damage whatsoever caused by a default arising from such inability. However, any Uncontrollable Circumstance preventing a party from fulfilling the requirements of this Agreement shall not exempt such party from its obligations if it does not act diligently to remedy the situation in an appropriate and equitable manner. In the event such complete or partial inability to perform continues for a period exceeding four (4) months, the other party shall be entitled to terminate this Agreement by notice to this effect.

SECTION 15. INDEMNIFICATION

CWPM hereby indemnifies and shall defend and hold harmless the Town, its officers and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, reasonable attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of CWPM's employees, agents or subcontractors whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of CWPM or its employees and agents and subcontractors.

The Town agrees to indemnify and hold harmless CWPM from, and to defend CWPM against, all claims arising from the wrongful conduct of the Town in connection with this Agreement. In the event CWPM is, or is made, a party to any litigation commenced by or against the Town regarding these items, then the Town shall, to the extent permitted by law, defend, hold harmless and indemnify CWPM and pay any and all costs, expenses and reasonable attorney's fees incurred or paid by CWPM in connection with such litigation.

The provisions of this Section shall survive termination or expiration of this Agreement.

SECTION 16. DISPUTE RESOLUTION AND ARBITRATION

The Town and CWPM hereby agree that any claims, disputes or other matters concerning the terms and conditions of this Agreement or arising out of the performance by either party of its respective obligations under this Agreement which cannot be resolved between the parties (including the choice of arbitrator) shall be referred to any available alternative dispute resolution offered by the Superior Court for Connecticut, Judicial District of Litchfield at Torrington, including but not limited to Judicial-Annexed ADR (J-ADR). Each party shall pay its own direct costs of the alternative dispute resolution, such as reasonable attorney's fees and expert witness fees. If ADR is unsuccessful or the parties are unable to reach an agreement on the form of ADR, then any lawsuit or claim arising out of this Agreement shall be brought in the Superior Court for the State of Connecticut, Judicial District of Litchfield at Torrington.

SECTION 17. INSURANCE

The Contractor must carry insurance under which the Town is named as an additional insured on a primary and non-contributory basis, at a minimum of the following amounts:

- A. Worker's Compensation - as required by State Statute. Part B/Employers Liability Limits must be a minimum of \$500,000 policy limit, \$500,000 per disease, \$500,000 per accident,
- B. Commercial Liability as follows:
 - \$2,000,000 - General Aggregate
 - \$2,000,000 - Products Completed Operations Aggregate
 - \$1,000,000- Personal & Advertising Injury
 - \$1,000,000- Each Occurrence Bodily Injury and Property Damage
 - \$ 100,000 - Fire damage, Any One Fire
 - \$ 5,000 - Medical Payments, Any One Person Including Explosion Collapse & Underground

- C. Automobile Liability: \$1,000,000 Combined Single Limit Bodily Injury & Property Damage.
- D. Umbrella Liability: \$5,000,000 – must sit over A, B, and C without limitation and be fully follow form.
- E. Contractors Pollution Liability: \$1,000,000 per occurrence (may be part of general liability policy or standalone)

Such insurance must be by insurance companies licensed to write such insurance in the State of Connecticut against the above risks and in the amounts indicated. All insurance must provide for a thirty (30) day notice to the Town of cancellation or restrictive amendment. Certificates of insurance must be submitted to the Finance office within 30 days of signing the contract.

The Town expressly retains the right via endorsement to recover and/or subrogate for any and all damages caused by or resulting from the products or work of CWPM or subcontractors. Where applicable, policies shall also be endorsed to include a Waiver of Subrogation in favor of the Town,

Limitation of liability of any form by CWPM or subcontractors is expressly forbidden. It's expected that CWPM will expose the full limits under their insurance policies. These are only the minimum requirements to do business with the Town.

CWPM shall advise all their insurers of the contract provisions regarding insurance. The failure of CWPM to notify insurers of the contract provision shall not relieve CWPM from its insurance obligations under the Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this agreement and the Town retains the right to stop work until proper evidence of insurance is provided.

SECTION 18. MISCELLANEOUS

18.1 Governing Law. This Agreement shall be construed under the laws of the State of Connecticut.

18.2. Complete Agreement. Contractor Documents. This Agreement, along with all its Exhibits and Attachments, constitutes the entire understanding between the parties relating to the collection of Recyclable Materials and no prior agreements concerning the subject matter or this Agreement, whether oral or written, shall be of any force or effect. This Agreement includes among its exhibits and attachments, the Request for Proposal and its attachments, Bid Response from CWPM, Insurance Certificates, Performance Bonds, price sheet(s), technical specifications, and any addenda to the foregoing shall constitute the Contract Documents for this Agreement.

18.3 Assignment. This Agreement cannot be modified, altered changed or amended unless an amendment in writing has been signed by both parties. No assignment of this Agreement or any right accruing hereunder shall be made in whole or in part by the Contractor without the express written consent of the Town, which shall not be unreasonably withheld. In the event of any assignment, the assignees shall assume all the liability of the Contractor.

18.4 Severability. If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provision of this Agreement shall not be affected and shall remain in full force and effect.

18.5 Strict Compliance. Failure to insist upon strict compliance with any terms, covenants or conditions in this Agreement will not be deemed a waiver of such terms, covenants or conditions; nor shall any waiver or relinquishment of any right or power under this Agreement at any one or more times be deemed a waiver or relinquishment of such right or power at any other time.

18.6 Notices. All notices required hereunder shall be in writing and either personally delivered or sent by certified mail to the other party at the address listed below:

If to CWPM:

Mr. Jason Manafort, President

CWPM, LLC, PO Box 415, Plainville, CT 06062

With a copy to: Naomi Murphy, CWPM, LLC, PO Box 415, Plainville, CT 06062

If to Town:

Town of Thomaston, First Selectman's Office, 158 Main Street, Thomaston, CT 06787

17.7 Counterparts. The Town and CWPM may execute this Agreement in counterparts, each of which shall be deemed an original and all of which, when executed and delivered, shall together constitute one and the same instrument.

[signature page attached]

IN WITNESS WHEREOF, the parties set their signatures as of the date written.

THE TOWN OF Thomaston

CWPM, LLC

By: Richard Sileo
Its First Selectman
Duly Authorized

By: Jason Manafort
Its President
Duly Authorized

Date:

Date:

APPENDIX A – PRICE SHEET

	Year 1	Year 2	Year 3	Year 4	Year 5
MSW Collection & Transport (curbside 2655 units)	\$ 234,171.00	\$ 241,196.13	\$ 248,432.01	\$ 255,884.97	\$ 263,561.52
MSW Disposal/ton	\$ 105.00	\$ 108.15	\$ 111.39	\$ 114.74	\$ 118.18
SSR Collection & Transport (curbside 2655 units)	\$ 117,244.80	\$ 120,762.14	\$ 124,385.01	\$ 128,116.56	\$ 131,960.06
Total Cost Schools (includes disposal fee)	\$ 19,017.36	\$ 19,587.88	\$ 20,175.52	\$ 20,780.78	\$ 21,404.21
Total Cost Municipal Bldgs (includes disposal fee)	\$ 15,172.88	\$ 15,628.07	\$ 16,096.91	\$ 16,579.82	\$ 17,077.21
Total cost Condos dumpsters (includes disposal fee)	\$ 75,455.92	\$ 77,719.60	\$ 80,051.19	\$ 82,452.72	\$ 84,926.30

APPENDIX B – TOWN OF THOMASTON RFP

TOWN OF THOMASTON

**REQUEST FOR PROPOSALS (RFP)
MUNICIPAL AUTOMATED MSW AND SINGLE STREAM RECYCLING CURBSIDE
COLLECTION SERVICES AND DUMPSTER COLLECTION SERVICES
GENERAL INSTRUCTIONS**

DUE: May 7, 2026 10:00 A.M.

The Town of Thomaston (here after referred to as the Town) is soliciting proposals from qualified firms with experience in Municipal Automated MSW and Single Stream Recycling Curbside Collection Services and Dumpster Collection Services for the period July 1, 2026, to June 30, 2031, with five (5) potential years added through optional contract extension(s). A non-mandatory pre-bid meeting will be held at 11:00 A.M. on April 29, 2026, at the Thomaston Town Hall, 158 Main Street, Thomaston, CT. A detailed Request for Proposal package and requirements can be obtained on the Town’s website www.thomastonct.gov or is available in the First Selectman’s office at Thomaston Town Hall.

Responses to this RFP shall be submitted to the Town of Thomaston’s Treasurer’s Office at the date and time noted above. All sealed bids must be clearly marked **RFP – MSW, RECYCLING AND DUMPSTER SERVICES**. No oral, telephone, emailed, or faxed responses shall be considered. No oral, telephonic, emailed, or faxed corrections, deletions, or additions to any response shall be accepted. The Town reserves the right to reject any or all responses, and to waive any or all formalities in connection with this request. If the Town chooses to reject all responses, it reserves the right to issue a new Request for Proposals for MSW and Recycling services. Any responses received after the above scheduled due date and time shall not be accepted or considered.

Town of Thomaston
Request for Proposals
Municipal Automated MSW and Single Stream Recycling
Curbside Collection Services and Dumpster Collection Services

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Town of Thomaston
REQUEST FOR PROPOSALS
Municipal Automated MSW and Single Stream Recycling Curbside Collection
Services and Dumpster Collection Services

Section 1: General Information and Requirements

1.1 General Information and Intent

The Town of Thomaston (Town) seeks Statements of Proposals and expressions of interest from bidders with proven experience within the State of Connecticut in automated curbside collection of Municipal Solid Waste (MSW) and Single Stream Recycling within the Town of Thomaston.

Equal Opportunity Clause

The Town of Thomaston is an affirmative action/equal opportunity employer.

(1) The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3) The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the vendor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the vendor's non-compliance with the nondiscrimination clauses of the eventual contract or with any of such rules, regulations, or orders, the eventual contract may be canceled,

terminated or suspended in whole or in part and the vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The vendor will include the provisions of paragraphs (1) through (7) in every sub contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub vendor or bidder. The vendor will take such action with respect to any sub contract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the vendor becomes involved in, or is threatened with, litigation with a sub vendor or bidder as a result of such direction, the vendor may request the United States to enter into such litigation to protect the interests of the United States.

1.2 Questions and Pre-Proposal Meeting

All questions and inquiries shall be directed to:

First Selectman's Office
158 Main Street
Thomaston, CT 06787
(860) 283-4421
rsileo@thomastonct.gov

A non-mandatory pre-proposal meeting will be held at 11:00 A.M. on April 29, 2026, at the Thomaston Town Hall, 158 Main Street, Thomaston, CT.

1.3 Submission of Proposals

Proposals will be accepted until 10:00 A.M. on May 7, 2026. All proposals must include two (2) copies and be clearly marked on one (1) large envelope entitled:

“RFP – MSW, RECYCLING AND DUMPSTER SERVICES”

Proposals shall be mailed or delivered to:

Tracy Decker
Treasurer's Office
Thomaston Town Hall
158 Main Street
Thomaston, CT 06787

Late submissions will not be accepted

1.4 Municipal Automated MSW and Single Stream Recycling Curbside Collection Services and Dumpster Collection Services – Duration Sought

Year 1: July 1, 2026 to June 30, 2027

Year 2: July 1, 2027 to June 30, 2028

Year 3: July 1, 2028 to June 30, 2029

Year 4: July 1, 2029 to June 30, 2030

Year 5: July 1, 2030 to June 30, 2031

a) REQUESTED DURATION OF SERVICES

This RFP seeks respondents' proposals for automated curbside and dumpster collection of municipal solid waste and single-stream recycling proposals for services that shall be for five (5) years, beginning July 1, 2026, and ending June 30, 2031, provided the to-be proposed and negotiated CONTRACT is not terminated earlier for cause by the Town of Thomaston. However, upon written mutual agreement and negotiation of fees and terms between the Town of Thomaston and the eventual CONTRACTOR, the proposed CONTRACT may be extended up to five (5) times for a one-year period each time. If the Town of Thomaston or the CONTRACTOR is desirous of extending the then existent the to-be proposed CONTRACT, they must notify the other party in writing no later than six months prior to the expiration date of the to-be proposed CONTRACT.

NOTHING IN THIS RFP SHALL BE CONSTRUED AS CREATING A BINDING CONTRACT BETWEEN THE ANY RESPONDENT AND THE TOWN. THIS RFP SOLICITS PROPOSALS ONLY. NO CONTRACT SHALL EXIST BETWEEN THE TOWN AND ANY RESPONDENT OR WOULD-BE CONTRACTOR UNTIL THE SELECTION AND NEGOTIATION PROCESSES HAVE CONCLUDED, RESULTING IN A WRITTEN, FINAL, AND EXECUTED CONTRACT. THE TOWN RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND, IN SUCH CASE, NO CONTRACT WILL EXIST BETWEEN THE TOWN AND ANY PARTY SUBMITTING A PROPOSAL THAT HAS BEEN REJECTED.

For purposes of this RFP, the “eventual contract” or “to-be proposed contract” shall refer to the eventual agreement document that, after due negotiation and execution, will bind the parties thereto. The party who executes such agreement shall be referred to in this RFP as the “contractor”, “eventual contractor”, “selected contractor” or “successful bidder”. No binding agreement exists until all bid selection, negotiation, and execution procedures have been completed.

1.5 Description of RFP and Work

The Town of Thomaston is seeking proposals from vendors for: Automated curbside collection services for MSW and Single Stream Recycling at residential, condominium/apartment, and municipal properties using 96-gallon carts; proposal for services for MSW and Single Stream Recycling dumpster collection to condominiums; proposal for services for MSW and Single Stream Recycling dumpster collection to schools and municipal buildings. A complete list of collection locations is listed in Appendix C & E.

- a) Collection services are provided for one (1) through eight (8) unit residential and municipal properties in the Town. Currently there are approximately 2,777 such addresses. This number is inclusive of condominiums serviced by dumpsters. There are approximately 2,434 addresses serviced by 96-gallon carts.

- b) Five (5) condominiums are proposed to be serviced by dumpster. This number and the frequency of service may be adjusted during the life of the contract with appropriate increase or decrease in rate.
- c) Eleven (11) municipal properties are proposed to be serviced by dumpsters. This number and the frequency of service may be adjusted during the life of the contract with appropriate increase or decrease in rate. MSW will be brought to the facility of the bidder's choice. Bidder shall be solely responsible at its own risk and expense to ensure the destination facility will accept the MSW. Bidder is responsible to select an alternate site to accept the MSW. Bidder shall be responsible for notifying the Town, in advance and in writing, of the identity of the destination and entity to receive the MSW. The Town shall have the right to consent to or reject any destination for the MSW. The Town's consent to such shall not be unreasonably withheld. The Bidder shall be required to certify in writing that the destination for the MSW complies with all applicable federal, state, and municipal laws and regulations.
- d) The successful Bidder shall agree that Single Stream Recycling will be brought to Murphy Road Recycling (MRR), 655 Cristian Lane, Berlin, CT, under the Town of Thomaston's direct agreement with MRR. In the event MRR is unable to accept material, recycling will be brought to the facility of the bidder's choice. Bidder shall be solely responsible at its own risk and expense to ensure the alternate destination facility will accept the recycling. Bidder is responsible to select the alternate site to accept the recycling. Bidder shall be responsible for notifying the Town, in advance and in writing, of the identity of the alternate destination and entity to receive the recycling in the event MRR cannot take the recycling. The Town shall have the right to consent to or reject any alternate destination for the recycling. The Town's consent to such shall not be unreasonably withheld. The Bidder shall be required to certify in writing that the alternate destination for the recycling complies with all applicable federal, state, and municipal laws and regulations.
- e) If disposal locations are changed at the request of the Town for MSW or Single Stream Recycling, the transportation costs and/or rebates can be adjusted through negotiation by both parties using the transportation costs provided in the Bid Proposal Response Form.
- f) The Town will pay all tip fees and receive all rebates from the MSW disposal and Single Stream Recycling for service to 96-gallon carts and service to dumpsters at school and municipal buildings under the eventual contract unless otherwise noted in this specification. Said payments shall be made directly to the disposal site operator. All other costs incidental to this section of the CONTRACT shall be the responsibility of the CONTRACTOR.

1.6 Evaluations and Selection Criteria

Bidders will be selected with the following criteria, not listed in an order of importance:

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- a) Past company experience within the State of Connecticut.
- b) The eventual CONTRACT award shall be based on the total annual cost for all services combined, as determined by the Town, for the years of the CONTRACT. Eventual CONTRACTS for dumpster service vs automated cart service may be awarded separately. Bidders must submit their proposed total annual cost for all services combined. Bids that do not comply with these requirements may be rejected.
- c) The successful Bidder must have all necessary permits and licenses to operate in the State of Connecticut for the term of the bid and eventual contract. The Town may reject any bid by a bidder who lacks any of the necessary permits and licenses.
- d) Other criteria as determined by the town, weighting criteria will be determined by the Town. The guiding principle of such criteria shall be to ensure that the successful bid is in the best interests of the Town of Thomaston.
- e) The Town reserves the right to negotiate with the successful bidder on the terms of their proposed CONTRACT before signing if it is in the best interest of the Town. SUBMISSION OF A BID, OR SELECTION BY THE TOWN OF A BID, SHALL NOT CREATE A BINDING CONTRACT. SUCH CONTRACT SHALL BE BINDING ONLY AFTER COMPLETION OF NEGOTIATION AND FULL EXECUTION OF A WRITTEN CONTRACT DOCUMENT BY ALL PARTIES.

1.7 Town of Thomaston’s Reservation of Rights

The Town of Thomaston reserves the right to waive any informality or to reject any or all proposals or to accept any proposals, should it deem it to be in the best interest of the Town. The Town reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

1.8 Reimbursement for Costs

It is the responsibility of the respondents to pay for all costs associated with submitting proposals. The Town of Thomaston shall not reimburse any costs.

1.9 Insurance Requirements

Prior to the commencement of the work, and until final completion and acceptance of the work, the eventual CONTRACTOR shall procure and maintain the following types of insurance and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best Rating of A- (IX) or better licensed to do business in the state of Connecticut.

Evidence of insurance, with adequate limits of liability, shall be furnished to the Town. Such evidence shall be in the form of a formal certificate of insurance properly executed by a licensed representative of the participating insurers and must contain a clause granting at least thirty (30) days prior written notice to the Town of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on the policies of insurance referred to in the certificate.

The Town expressly retains the right via endorsement to recover and/or subrogate for any and all damages caused by or resulting from the products or work of the eventual CONTRACTOR or subcontractors. Where applicable, policies shall also be endorsed to include a Waiver of Subrogation in favor of the Town, as well as name the Town as an additional insured on a primary and non-contributory basis. The eventual CONTRACTOR must require that all subcontractors, agents, and assigns procure and maintain insurance protection comparable to that required of the eventual CONTRACTOR including additional insured status

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and waiver of subrogation requirements.

In the event of a dispute with respect to contract terms and conditions, the eventual contract and all of its terms and conditions, including but not limited to insurance and indemnification requirements, takes precedence over all other agreements.

Limitation of liability of any form by the eventual CONTRACTOR or subcontractors is expressly forbidden. It's expected that the eventual CONTRACTOR will expose the full limits under their insurance policies. These are only the minimum requirements to do business with the Town.

A. *Workers Compensation*: The eventual Contractor shall provide workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$500,000 each accident by bodily injury; \$500,000 each accident by disease and a policy limit of \$500,000.

Such policy shall include a broad form "all states" endorsement in the event the operations require any interstate involvement as respects employers-employee relationship.

B. *Commercial General Liability Insurance*: The eventual Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations as follows: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000.

C. *Commercial Automobile Insurance*: The eventual Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit. Such coverage shall also include hired and non-owned automobile coverage.

C. *Umbrella Liability Insurance*: The eventual Contractor shall provide commercial umbrella liability with limits no less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate which shall be following form, without restriction or limitation, providing coverage over items (A), (B), (C), as noted above on a primary and non-contributory basis.

D. *Contractors Pollution Insurance*: The eventual CONTRACTOR shall provide contractors pollution liability insurance, covering spills, release of pollutants, soil contamination, and other standard perils, with limits no less than \$1,000,000. This coverage can either be standalone or part of the general liability coverage, as long as limits are not shared.

Compensation: There shall be no direct compensation allowed the Bidder on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

1.10 Signature Requirements

Proposals must be signed by a duly authorized official of the Company. Consortiums, joint ventures, or teams submitting proposals will not be considered unless it is established that all contractual responsibility rests solely with one CONTRACTOR or one legal entity, which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team.

Section 2: Collection Details and Specifications

2.1 Safety

All practices, materials and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent State and/or local safety and environmental codes. The eventual CONTRACTOR will administer random drug testing to all CDL employees as required by law.

2.2 Observance of Laws

The eventual CONTRACTOR shall, at all times, observe and comply with all Federal, State and Town laws, ordinances and regulations, including as may be in the future amended or adopted during the term of the eventual contract, in any manner affecting the conduct of the work.

2.3 SUCCESSFUL BIDDER AND EVENTUAL CONTRACTOR'S Responsibilities

- a. Collection shall be accomplished with as little noise or other nuisance as may be practical. The CONTRACTOR shall pick up any material scattered during collection. All containers, after being emptied, shall be replaced at the curb, sidewalk, or designated set out location, to the place from which they are removed without damage. The CONTRACTOR shall comply in all collection activities with Chapter 235 of the Code of the Town of Thomaston ("Solid Waste"), as amended.
- b. The CONTRACTOR shall employ a foreman who shall be available to supervise the collection of solid waste and recyclable material in the Town as needed. Said foreman shall have a vehicle available for his use in attending to complaints regarding service. The vehicle will be capable of picking up limited quantities of waste which may have been missed by the CONTRACTOR'S collection vehicles, or spilled on Town streets or walks by the CONTRACTORS collection trucks.
- c. The CONTRACTOR shall maintain, store, service all equipment, including primary and spare collection vehicles, necessary for carrying out the eventual contract. No collection vehicles shall be greater than five (5) years old. CONTRACTOR shall have sufficient spare vehicles to provide uninterrupted service at all times. Collection vehicles collecting 96-gallon carts shall be fully automated for curbside service. An exception to this can be the trucks used for roads or residents that are difficult to access. Automated collection vehicles and vehicles for dumpster service shall have fully enclosed bodies with self-contained mechanisms to compress the material collected, and shall have, as standard equipment, a broom and shovel. Failure to provide new equipment or failure to maintain existing equipment in reliable working condition shall be grounds for declaring the CONTRACTOR in default. All vehicles to be used by the CONTRACTOR, except for new vehicles which the CONTRACTOR purchases during the CONTRACT period, must be available for inspection by the Town prior to the start of the CONTRACT. Collection vehicles shall be thoroughly cleaned and washed at the end of each day's operation. Town facilities shall not be used to wash vehicles.
- d. All vehicles used for the work of the eventual contract shall have clearly visible on each side the name and phone number of the CONTRACTOR. The CONTRACTOR shall install and maintain a GPS tracking system in their collection trucks and the Town shall have access to the truck data via

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internet. The CONTRACTOR shall have a recording camera on the truck recording the forward curb line as well as camera(s) to record waste being collected.

- e. The CONTRACTOR shall obtain all required permits, including, but not exclusive to, quoted disposal facilities, Murphy Road Recycling, Town of Thomaston, and State of CT as needed to perform the required work.
- f. The CONTRACTOR shall operate vehicles in such a manner so as to not impede traffic flow on Town streets.
- g. COMPLAINT INVESTIGATION: The CONTRACTOR shall provide and staff a local or toll-free contact phone number five (5) days per week and have available email to answer and assist the public. The CONTRACTOR'S foreman shall investigate complaints and take such corrective action as is necessary. In those circumstances where the CONTRACTOR'S foreman cannot resolve the problem, he shall report such back to the Highway Superintendent for resolution. Any complaints received by the Highway Superintendent will be passed by telephone or email to the CONTRACTOR'S foreman for action.
- h. Should the Town elect to purchase the carts, the CONTRACTOR will be responsible for delivery of new or additional automated carts to residents as approved by the Highway Superintendent. The CONTRACTOR will be responsible for all cart repairs using Town provided materials. At any time that a delivery or repair is in question the CONTRACTOR will defer to the Town for instructions.
- i. The CONTRACTOR is responsible for reimbursement to the Town for any automated carts damaged or destroyed by their employees due to improper collection techniques. The carts will be delivered to the resident at no cost to the Town. The CONTRACTOR shall be responsible for damage to private property arising from his collection operations. The Town shall be held free of any and all liability arising therefrom.
- j. The CONTRACTOR will be required to return to stops that were not collected if requested by the Town. If return stop is not collected within 24 hours the CONTRACTOR will be subject to a \$150.00 fine. If return is not possible within 48 hours due to unusual weather or other circumstances CONTRACTOR must contact the Highway Department to make alternate arrangements.

2.4 Material Destination

The eventual CONTRACTOR shall deliver all materials collected within the territorial limits of the TOWN to such place or places as the First Selectman has designated. The CONTRACTOR shall never mix MSW or Single Stream Recycling from any other town with those materials collected in the TOWN. If a CONTRACTOR is found doing so it shall be grounds for declaring the CONTRACTOR in default.

- a) All MSW will be brought to the facility of the bidder's choice. The successful bidder shall agree to provide the Town with notice and an opportunity to consent to or reject the proposed destination facility and entity doing the disposal of MSW. The Town's consent shall not be unreasonably withheld. The TOWN will pay tip fees for all MSW collected via automated carts. The CONTRACTOR will pay all tip fees for all MSW collected via dumpsters.
- a) Residential Single Stream Recycling collected using the automated carts will be brought to Murphy Road Recycling (MRR), 655 Cristian Lane, Berlin, CT, under the Town of Thomaston's

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direct agreement with MRR. In the event MRR is unable to accept material, recycling will be brought to the facility of the bidder's choice. The successful bidder shall agree to provide the Town with notice and an opportunity to consent to or reject the proposed alternate destination facility and entity doing the disposing of recyclables. The Town's consent shall not be unreasonably withheld.

- b) Recyclables collected via dumpsters at Town schools and other municipal locations will be brought to Murphy Road Recycling (MRR), 655 Cristian Lane, Berlin, CT, under the Town of Thomaston's direct agreement with MRR. In the event MRR is unable to accept material, recycling will be brought to the facility of the bidder's choice. The successful bidder shall agree to provide the Town with notice and an opportunity to consent to or reject the proposed alternate destination facility and entity doing the disposing of recyclables. The Town's consent shall not be unreasonably withheld.

- b) The TOWN reserves the right to reject any proposed alternate disposal site(s) and to designate the alternate disposal site(s) to be used by the CONTRACTOR hereunder. Should the Town so designate a different disposal site, the parties may renegotiate the compensation due the CONTRACTOR or the Town related to any increase or decrease in transportation costs based on mileage costs listed in Section 8 Bid Proposal Response Form.

2.5 Collection Schedule Automated 96-Gallon Carts

- a) The curbside collection schedule shall be on a five (5) day per week basis, Monday through Friday. Collection shall not commence before 6:00 A.M., except the start time may be waived in emergencies, or due to inclement weather. No collections shall take place on Sundays except in the case of an emergency. All collection changes and exceptions must be approved and so authorized by the First Selectman.

- b) When a holiday falls on a collection day, the collection scheduled for that day, and each day following in the same week shall be delayed one (1) day. The same adjustment procedure will be used to make up collections suspended for emergency reasons. When the one (1) day delay occurs, it is permissible to use Saturday as a pickup day. If any of the holidays fall on a Saturday or Sunday, collection will not be affected. The CONTRACTOR will notify the Town in writing of the holidays that will be taken so that appropriate notice can be given to residents.

2.6 Collection Routes

- a) The eventual CONTRACTOR shall follow the existing curbside collection route schedule as shown in Appendices B & C. The schedule shall not change without written approval from the First Selectman. When collecting, the CONTRACTOR will not have to follow any particular order of streets, drivers can collect in any order provided the routes are completed each day, however once a collection pattern has been established the eventual CONTRACTOR must collect the route using that pattern if at all possible.
- b) Appendix C details number of units for each route. It is to be understood that the quantity of materials generated and collected and the number of stops and units will fluctuate slightly during the life of the to be negotiated CONTRACT. Regardless of the quantity, the eventual CONTRACTOR is obligated to meet all obligations of the to-be proposed CONTRACT. The eventual CONTRACTOR shall agree that a normal fluctuation of collection stops per week due to new house construction, vacancies, and other factors will be considered normal and within the acceptable range of the to-be proposed CONTRACT. The Town does not expect an unusually large number of new homes and sub-divisions to be built in the next 5 years.
- c) The CONTRACTOR is responsible to collect materials left curbside in the Town issued 96-gallon carts only, no materials left outside the carts or in non-Town issued carts shall be collected.
- d) Drivers shall begin their routes empty. The TOWN shall be allowed to perform spot checks at any time during the route with the assistance and cooperation of the CONTRACTOR.

2.7 Town's Responsibilities

- a) The Highway Superintendent shall enforce the Town's Automated Curbside Refuse/Recycling Collection Regulation, the use of proper containers for both solid waste and recyclable material collection, and shall be the primary source of educational information to the public. If, for any reason, the Highway Superintendent is unavailable or the position of Highway Superintendent is unfilled, the First Selectman shall enforce such regulations.
- b) The First Selectman shall inform the CONTRACTOR immediately of newly accepted Town streets and newly built and occupied dwelling units.
- c) New requests for curbside collection service, or changes to existing services, from residents will be received by the Highway Superintendent. Approved requests will be forwarded to the CONTRACTOR for addition to the appropriate collection route. This includes requests for additional refuse or recycling containers, replacement of container(s) for size or due to damage, or container removal at vacant properties. Invoices from the CONTRACTOR will be adjusted semi-annually for these changes.
- d) Should the Town select the option to purchase carts, the Town will purchase sufficient 96-gallon automated carts for the sanitation program and will retain ownership of those carts. At such time that additional carts, or parts to repair the carts, becomes necessary the Town will purchase and provide them to the CONTRACTOR.

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- e) Unless otherwise agreed to, Town employees will staff and operate the Thomaston Transfer Station. Special curbside collections of items such as leaves, Christmas trees, and storm debris may be performed by the Town on an as-needed basis.
- f) All manually emptied trash and recycling cans at Park and School locations will be collected by Town staff; however, the selected CONTRACTOR can present a plan to collect these materials as part of contract negotiations.

2.8 Recycling Program Support, Cart Placement, and Unacceptable Materials in Trash and Recycling Set Outs

- a) The TOWN shall provide the CONTRACTOR notification of all items that are Designated Recyclable Materials, of the acceptable MSW materials, and of the cart placement standards. (See Appendices D, & F) After such notice, should the CONTRACTOR have reason to believe that the owner or occupant of a premise has discarded recyclable materials with solid waste in violation of State Statutes or Town Ordinances, as amended, has discarded unacceptable materials in a curbside trash container, has inaccessible carts, or any other violation of the Town's Curbside Regulations they shall notify the Highway Superintendent. In addition, the CONTRACTOR shall provide a warning notice, by stickers or other means, to the suspected violator. Design of warning notices shall be mutually agreed upon between the CONTRACTOR and the Town, and shall be provided by the CONTRACTOR. The CONTRACTOR shall maintain a data base of all complaints, stickers, warnings, and correspondence to the residents that will be available to the Town upon request.
- b) After posting such warnings, the CONTRACTOR may choose to leave the cart if materials are against any State or local regulations. CONTRACTOR shall notify the Highway Superintendent of each occurrence before the end of the day's route by phone or email for enforcement action / resident notification.
- c) If the CONTRACTOR is notified by the operator of a processing facility that a load of solid waste originating from the Town contains significant quantities of recyclable material, or any other contaminant, the CONTRACTOR shall assist the facility operator in attempting to identify the source of the contaminants. Such information shall also be reported to the Highway Superintendent.
- d) Loads of either trash or recyclables brought to the designated facility and found to be unacceptable and subject to fines will be paid by the Town if material error was due to resident's mistake. It will be paid by the CONTRACTOR if it was due to driver error in knowingly collecting a contaminated load, unloading in an unacceptable area, or mechanical failure of CONTRACTOR'S vehicle.

2.9 Work Stoppage

A work stoppage by the CONTRACTOR'S work force shall not be grounds for the CONTRACTOR to terminate services or, in any way, breach the eventual written agreement with the Town. CONTRACTOR shall be required to fulfill his obligations under the eventual CONTRACT, even if affected by a strike, job action or other disruptive labor activity, or by any type of force majeure.

Section 3: Collection of Dumpsters at Schools and Municipal Buildings

- a) Town municipal locations that required dumpster service and their scheduled collection days are listed in Appendix C. It is understood that the number of dumpsters, dumpster size, and frequency of collection, among other factors and their associated costs may fluctuate during the length of the eventual CONTRACT.

Section 4: Nature of CONTRACT, Performance Bond

4.1 Transferability of CONTRACT

No assignment of the CONTRACT or any right accruing thereunder shall be made in whole or in part by the CONTRACTOR without the express written consent of the Town, which consent will not be unreasonably withheld. In the event of any assignment, the assignee shall assume all of the liability of the CONTRACTOR.

4.2 CONTRACT Documents

The Request for Proposal and its attachments, Bid Response Form, Insurance Certificates, Performance Bonds, the executed CONTRACT and any addenda to the foregoing shall constitute the eventual CONTRACT Documents.

4.3 Indemnity

The eventual CONTRACTOR shall be required to indemnify, defend and hold harmless the Town, its officials, officers, employees and designees caused in whole or in part to the fullest extent permitted by law from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of the eventual contract or due to the CONTRACTOR's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives. The Town reserves the right to reject any bid, proposal, or negotiation that fails to include the foregoing provisions in favor of the Town.

4.4 Performance Bond

The eventual CONTRACTOR shall, prior to the signing a CONTRACT with the Town, furnish a Performance Bond, in a form acceptable to the Town, for one hundred percent (100%) of the first year's bid price. For each succeeding year of the life of the CONTRACT, the CONTRACTOR shall, on or before June 1st of each year, provide a Performance Bond for one hundred percent (100%) of the next year's CONTRACT price. These bonds shall be issued from a surety company either licensed or approved by the State of Connecticut Insurance Commissioner and which has an A.M. Best's rating of AVII or better. Any certified check shall be issued by a bank located in the State of Connecticut.

4.5 Default

If the eventual CONTRACTOR fails to perform the CONTRACT in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the CONTRACTOR in default, and to resubmit the CONTRACT for further bid. In that event, the CONTRACTOR shall pay to the Town, as liquidated damages, the amount of any excess of the new CONTRACT price over the CONTRACT price

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herein provided for, both prorated to the period of time covered by the unexpired term of the CONTRACT at the time of default.

4.6 References

The CONTRACTOR shall provide a minimum of three (3) references, preferably municipalities in Connecticut, where they have performed the type of collection services listed in this RFP.

Section 5 Definitions

AUTOMATED COLLECTION: Collection of MSW and Single Stream Recycling in Ninety-Six (96) gallon carts using automated or semi-automated trucks.

CONTRACTOR: Shall include the agents and employees of the CONTRACTOR.

DESIGNATED CURBSIDE RECYCLABLES: Shall mean any item or items that are part of the solid waste stream which as defined herein or by state statute or regulation, or Town policy as being recyclable including, but not limited to, the following: Aseptic packaging, cardboard, box board, glass food containers, metal food containers, aluminum cans, clean foil and rigid containers, newspaper, advertisements, supplements, and inserts, office paper, school paper, and pads of all colors, junk mail, magazines and catalogs, rigid plastic bottles and containers #1 through #7 or other materials identified for said collection by bidders designated MSW location and/or Murphy Road Recycling.

DUMPSTER SERVICE: Collection of MSW and Single Stream Recycling in various sized dumpsters, typically 2 to 8 cubic yards, using front loading or rear loading trucks.

HIGHWAY SUPERINTENDENT: Town of Thomaston employee responsible for the direction and supervisor of the Public Works Department and Personnel and for the coordination of the Sanitation program with the CONTRACTOR.

MUNICIPAL SOLID WASTE (MSW): shall mean the following solid waste materials emanating from residential premises: Garbage, rubbish, food, ashes, non-recyclable plastic/glass/metal containers, bags, light bulbs, dust, sweepings, non-recyclable wastepaper, rags, dry latex paint, non-usable clothing and other textiles; broken kitchenware, and similar waste materials ordinarily accumulated in and around the house, excluding body waste, household hazardous waste, dirt, leaves, grass clippings and other recyclables, or as otherwise defined by state statute or regulations.

SINGLE STREAM RECYCLING: Recycling collected with cardboard and paper products comingled with containers, cans and bottles.

Section 6 Items Required With Bid Response Packet

The following items are required to be included with your bid response packet:

1. Completed Non-Collusion form, Appendix A
2. Completed Bid Proposal Response Form
3. Proposal with sample cost structure for curbside collection of oversized MSW
4. Completed Appendix E

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5. References
6. Insurance certificate
7. Bid bond in the amount of 10% of the base bid to be returned upon contract award

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Town of Thomaston

MUNICIPAL REFUSE AND RECYCLABLE MATERIAL COLLECTION

Bid Proposal Response Form – Fill Out and Return This Sheet With Bid Response Packet

Company Name: _____

Annual Bid – Should include cost to collect MSW in automated 96-gallon carts

	Year 1	Year 2	Year 3	Year 4	Year 5
MSW collection & transport	\$	\$	\$	\$	\$
MSW Disposal	\$	\$	\$	\$	\$
Single Stream Recycling collection & transport	\$	\$	\$	\$	\$
Total annual cost of collection of dumpsters – schools.	\$	\$	\$	\$	\$
Total annual cost of collection of dumpsters – other municipal buildings.	\$	\$	\$	\$	\$
Total annual cost of collection of dumpsters – condominiums.	\$	\$	\$	\$	\$

Bidders are invited to propose additional collection options on separate sheets for consideration by the Town of Thomaston.

Please provide pricing for carts including financing options.

ALTERNATE ONE: Provide pricing if the CONTRACTOR maintains ownership of the carts.

ALTERNATE TWO: Provide pricing assuming recycling is picked up weekly instead of bi-weekly.

Company Address: _____

Phone: _____

Email: _____

Signature/Date: _____

Print Name: _____

Appendix A

Town of Thomaston

**Municipal Automated MSW and Single Stream Recycling Curbside Collection Services and
Dumpster Collection Services
Request for Proposal**

CERTIFICATE OF NON-COLLUSION

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

_____/_____/_____
Signature Date

Printed Name of Person Signing Proposal

Name of Business

Address of business

Appendix B

Recycle Week A

Monday

- Baum Dr
- Hickory Hill Rd
- Karen Dr
- Lattin Hill Rd Ext
- Moosehorn Rd
- Old Morris Rd
- Peg's Way
- Ridgewood Acres
- Turner Rd
- Valley View Rd
- Valley View Rd N
- Woodbridge Ln

Tuesday

- Blakeman Rd
- Bradley Way
- Cable Ln
- Elizabeth Avenue
- Fenn Rd
- Gavin Pl
- Hill Rd
- Leigh Ave
- McMahan Dr
- North Main St
- South Main St
- Stevens Blvd
- Strawberry Park
- Treadwell Ave
- Watertown Rd

Wednesday

- Altair Ave
- Bristol St
- Broadview Heights
- Chapel St
- East Main St
- Electric Ave
- Elm St
- Etheridge Ct
- Goodwin Ct
- Maple St
- Oak St
- Park St
- Pleasant St
- Prospect St
- Railroad St
- Railroad St Annex
- River St
- Sanderson Ln
- Stoughton St
- Union St

Thursday

- Ada Dr
- Atwood Heights
- Atwood Rd
- D. Welton Way
- Edwin Ln
- High St Ext
- Julia Ln
- Mason Hill Rd
- Michelle Ln N
- Michelle Ln S
- Northfield Rd
- Penfield Rd.
- Thompson Terrace

Friday

- Bridge St
- Center St
- Clay St
- Gilbert St
- Grand St
- Grove Heights
- Grove St
- Hillside Annex
- Hillside Ave
- Litchfield St
- Marine St
- Meadow St
- W. Hillside Ave

Appendix B

Recycle Week B

Monday

- Babbitt Rd
- Bayberry Dr
- Branch Rd
- French Circle
- Gill Rd
- Grabherr Rd
- Lynnrich Dr
- Lynnrich Dr W
- Old Branch Rd
- Trestle Ln
- Twin Oaks Dr

Tuesday

- Blue Trail Dr
- Carter Rd
- Cedar Mountain Rd
- Jackson St
- Laurel Dr
- Main St
- Maple Ave
- Meadowbrook Ln
- Old Waterbury Rd
- Patricia Ln
- Pine Hill Rd
- Reynolds Bridge Rd
- Stumpf Ave
- Warner Ln
- Waterbury Rd
- West Hill Rd

Wednesday

- Bradstreet Ave
- Dudley St
- George St
- High St
- Hotchkiss Ave
- Homestead Park
- Judson St
- Randolph Ave
- Sanford Ave
- Terrace Rd
- Tracy St
- Walnut St
- Williams St
- Woodruff Ave

Thursday

- Ellen Ln
- Hilltop Ave
- Howard Ln
- Humiston Circle
- Martha's Way
- Old Smith Rd
- Senior Ave
- Smith Rd
- Twin Pond Rd

Friday

- Edgewood Ave
- Future Rd
- Hickory Hill Dr
- Innes Ave
- Kennedy Dr
- Old Northfield Rd
- Perritt Dr
- Pleasant View Rd
- View Dr
- Walnut Hill Rd
- Lattin Hill Rd

Appendix C

Town of Thomaston
Current Curbside Collection Route Totals

A. Residential Properties Summary – Curb Side Unit Collections
(Includes Green Manor Housing Authority)

Residential, 1 to 8 units: 2,434 Units

B. Residential Properties Summary – Container (Front Loader) Collections

Condominium complex units: 343 Units

Dumpsters:	Size	Qty.
	4 cy	2
	8 cy	11
Recycle Containers:	2 cy	3
	4 cy	5
	6 cy	3

C. Municipal Buildings Summary – Container (Front Loader) Collections
(Includes Grove Manor Housing Authority)

Buildings: 7 Sites
Parks: 2 Sites seasonal

Dumpsters:	<u>Size</u>	<u>Quantity</u>
	2 cy	1
	4 cy	1
	6 cy	6
	10 cy	2
	30 cy	1
Recycle Containers:	2 cy	1
	4 cy	2
Special Waste Dumpster:	12 cy	1

D. Thomaston Transfer Station

Dumpsters:	<u>Size</u>	<u>Quantity</u>
	40 cy	2
	6 cy	1
Recycle Containers:	30 cy	1

CONDOMINIUM COMPLEX DUMPSTERS

Name/Location	Current collection	Units
Country View Estates, 2 Branch Road (38 units)	Tuesday*, Friday	One 8 cy dumpster MSW One 2 cy dumpster recyclables
Black Rock Village, 203 Branch Road (60 units)	Tuesday*, Friday	Three 8 cy dumpster MSW One 4 cy dumpster recyclables
Eagle Rock Condominiums, 197 Pine Hill Road (54 units)	Tuesday*, Friday	Three 8 cy dumpster MSW Two 2 cy dumpster recyclables
Mountaindale Condominiums, 143 Pine Hill Road (137 units)	Tuesday*, Friday	Four 8 cy dumpster MSW Two 4 cy & 2 cy for recyclables Two 6 cy dumpster cardboard only
Thomaston Valley Village, 200 Reynolds Bridge Rd (54 units)		Two 4 cy dumpster MSW One 4 cy for recyclables

*Both MSA and Recycling

MUNICIPAL BUILDING COLLECTIONS

Name/Location	Current collection	Units
Town Hall, 158 Main Street	Tuesday*	One 10 cy dumpster MSW One 6 cy dumpster recyclables
Grove Manor, 11 Grove Street	Tuesday, Friday	One 6 cy dumpster MSW
Fire House and Ambulance, 237 South Main Street	Tuesday	Two 6 cy dumpster MSW
Thomaston High School, 185 Branch Road	Tuesday*, Friday	One 10 cy dumpster MSW One 8 cy dumpster recyclables
Thomaston Center School, 1 Thomas Avenue	Tuesday*, Friday	One 6 cy dumpster MSW One 6 cy dumpster recyclables
Black Rock School, 57 Branch Road	Tuesday*, Friday	One 10 cy dumpster MSW One 4 cy dumpster recyclables
Town Garage, Reynolds Bridge Road	Tuesday	One 6 cy dumpster MSW One 30 cy dumpster MSW
WPCA Sewer Plant, Old Waterbury Road	Every other Tuesday	One 12 cy dumpster for grit water-tight (on-call pickup) & (1) 2 cy MSW
Nystroms Park, Turner Road	Tuesday (4 mos./year)	One 4 cy dumpster MSW (4 months/year)
Reeves Field, North Main Street	Tuesday (6 mos/year)	One 6 cy dumpster MSW (approx. 6 months/year)

TRANSFER STATION

Thomaston Transfer Station, Old Waterbury Road	On-Call	Two 40 cy dumpster C&D or bulky One 6 cy dumpster recyclables One 30 cy for cardboard
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STREET LISTING – RESIDENTIAL PROPERTIES & UNITS

Road	House Number(s)	Total Units
ADA DR	24, 33, 8, 11, 44, 48, 68, 80, 92	9
ALTAIR AVE	41	1
ATWOOD HEIGHTS	35, 47, 115, 95, 94, 124, 65, 103, 26, 31, 68, 56, 85, 27, 75, 74, 125, 118, 57, 15, 86, 104, 46	23
ATWOOD RD	38, 78, 158, 319, 295, 223, 164, 90, 331, 64, 259, 85, 5, 25, 99, 111, 252, 48, 182, 298, 278, 320, 251, 157, 195, 239, 150, 174, 282, 301, 151, 98, 294, 139, 290, 289, 132, 260, 118, 240, 281, 80, 54, 24, 129, 159, 171, 181, 330, 226	50
BABBITT RD	71, 315, 45, 271, 176, 235, 121, 112, 461, 42, 290, 363, 450, 490, 105, 175, 17, 297, 30, 335, 93, 300, 245, 72, 16, 158, 195, 261, 268, 52, 59, 155, 264, 219, 143, 148, 260, 31, 198, 218, 136, 124, 133, 81, 244	45
BAUM DR	151, 102, 124, 74, 63, 17, 127, 152, 82, 86, 114, 121, 150, 64, 115, 156, 75, 45, 154, 52, 103, 89	22
BAYBERRY DR	114, 115, 275, 292, 366, 174, 57, 234, 148, 103, 125, 209, 27, 162, 307, 222, 118, 122, 132, 210, 434, 246, 124, 459, 245, 120, 464, 441, 424, 104, 456, 26, 149, 64, 291, 276, 258, 80, 93, 6, 175, 79, 94	43
BLAKEMAN RD	122, 77, 98, 175, 163, 201, 202, 200, 224, 134, 78, 186, 198, 121, 111, 146, 174, 148, 236, 220, 222	21
BLUE TRAIL DR	45, 49, 67, 53, 81, 125, 88, 50, 44, 56, 32, 12	12
BRADSTREET AVE	57, 49, 25, 24, 31, 45, 19, 14	8
BRANCH RD	98, 88, 244, 170, 28, 212, 195, 200, 124, 120, 240, 252, 262, 152, 108, 186, 190, 838, 226, 64, 272, 290, 918, 134, 142, 204, 67, 50, 292	29
BRIDGE ST	40, 26, 55	3
BRISTOL ST	147, 198, 62, 52, 213, 182, 107, 39, 201, 83, 38, 18, 74, 155, 125, 55, 142, 177, 117, 145, 31, 47, 30, 150, 77, 137, 86, 118, 92, 42, 108, 162, 95, 218, 128, 172, 15	37
BROADVIEW HEIGHTS EXT	48, 118, 40, 111, 106, 31, 39, 102, 53, 44, 24, 18, 60, 25, 78, 29, 50, 46, 42	19
CABLES LN	84, 81, 93, 126	4
CARTER RD	387, 64, 171, 356, 228, 236, 137, 282, 128, 46, 115, 61, 269, 26, 96, 320, 396, 298, 371, 132, 54, 270, 310, 151, 182, 36, 372, 110, 101, 127	30
CEDAR MOUNTAIN RD	362, 341, 92, 278, 357, 167, 171, 151, 147, 131, 119, 89, 79, 214, 134, 110, 132, 112, 323, 234, 348, 166, 202, 296, 424, 152, 176, 168, 188, 172, 413, 325, 564, 80, 274, 400, 271, 245, 211, 206, 300, 326, 68, 315, 200, 563, 565, 571, 316, 462, 334, 381, 463, 60, 461, 483, 485, 525, 521, 561, 160, 210, 52, 51, 24, 150, 148	67

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CENTER ST	19, 84, 49, 102, 36, 55, 42, 161, 5, 37, 156, 62, 173, 23, 248, 52, 96, 155, 145, 108, 61, 27, 90, 56, 9, 11	26
CHAPEL ST	337, 313, 49, 367, 325, 10	6
CLAY ST	217, 89, 66, 97, 253, 222, 78, 225, 214, 170, 123, 124, 129, 136, 160, 223, 148, 259, 142, 254, 70, 167, 236, 246, 185, 115, 149, 243, 177, 109, 139, 249, 206, 260, 154, 103, 130, 85, 77, 234, 65, 166, 181, 183	44
D WELTON WAY	25, 41, 57, 67, 72, 60, 44, 28, 12, 89, 105, 119, 129, 139, 149, 159, 154, 146, 134, 122, 110, 96, 84, 166, 180, 171, 183, 207, 267, 277, 287, 303, 315, 327, 339, 250, 345, 351, 357, 363, 369, 375, 381, 387, 393, 399, 410, 396, 390, 384, 378, 372, 366, 360, 342	55
DUDLEY ST	16	1
EAST MAIN ST	461, 466, 403, 81, 62, 464, 454, 377, 54, 440, 127, 429, 387, 443, 464, 460, 380, 80, 390, 102, 411, 457, 430	23
EDGEWOOD AVE	165, 25, 125, 115, 106, 156, 155, 64, 43, 77, 126, 88, 166, 107, 65, 97, 35, 184, 78, 146, 87, 98, 174	23
EDWIN LN	29, 120, 110, 100, 90, 80, 70, 60, 50, 38, 26, 24, 31, 47, 59, 71, 81, 91, 111, 121, 131, 141, 151, 101, 25, 23, 13, 11, 7, 27, 21, 20, 22, 18, 16, 14, 15, 17	38
ELECTRIC AVE	22, 6, 69	3
ELIZABETH AVE	16, 30, 33	3
ELLEN LN	2, 4, 6, 10, 5, 3	6
ELM ST	81, 147, 96, 75, 166, 174, 163, 97, 144, 108, 193, 136, 103, 56, 191, 186, 80, 64, 128, 181, 102, 70, 46, 89, 65, 75, 120, 86, 137, 169	30
ETHERIDGE CT	15	1
FENN RD	403, 605, 578, 128, 266, 299, 291, 640, 606, 297, 588, 550, 479, 380, 374, 591, 569, 84, 286, 21, 438, 154, 663, 382, 440, 678, 695, 49, 679, 620, 354, 633, 358, 645, 318, 660, 655	37
FRENCH CIR	19, 36, 6, 26	4
FUTURE RD	29, 28, 36, 10, 21	5
GEORGE ST	40, 57, 26, 47, 17, 12	6
GILBERT ST	68, 46, 39, 45, 34, 21, 25, 33, 63, 40, 20, 51, 50, 28, 60, 64, 57	17
GILL RD	48, 34, 16, 10, 49, 39, 60	7
GOODWIN CT	15, 25, 19, 17, 21, 23, 31, 24	8
GRABHERR RD	83, 80, 76, 74, 20, 110, 12, 100, 27, 89, 6, 39	12
GRAND ST	16, 91, 68, 26, 62, 51, 81, 76, 75, 59, 96, 102, 84, 67	14
GROVE HEIGHTS	10, 28, 18	3
GROVE ST	39, 44, 63, 51, 29, 71, 52, 26, 59, 77, 38, 45, 58	13
HICKORY HILL DR	26, 44, 74, 36, 64, 54	6

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HICKORY HILL RD	322, 1009, 94, 412, 560, 302, 1044, 1030, 752, 885, 281, 624, 449, 47, 115, 785, 126, 927, 1017, 627, 822, 994, 373, 366, 632, 574, 667, 353, 341, 343, 400, 384, 790, 1014, 556, 554, 345, 882, 717, 939, 1099, 335, 337, 1101, 1083, 766, 214, 266, 817, 926, 175, 1104, 1029, 1025, 639, 657, 383, 77, 87, 268, 164, 198, 182, 170, 1061, 1119, 561, 587, 531, 261, 454, 450, 452, 19, 638, 650, 680, 803, 1018, 56, 68, 282, 546, 780, 916, 97, 475, 936, 991, 413, 57, 319, 129, 403, 342, 1004	96
HIGH ST	150, 92, 151, 142, 181, 237, 232, 56, 114, 178, 66, 131, 132, 196, 186, 76, 72, 65, 47, 55, 78, 141, 79, 246, 97, 74, 219, 84, 40, 169, 218, 128, 117, 233, 262, 108, 238, 107, 102, 89, 260, 195, 274	43
HIGH ST EXT	825, 639, 439, 682, 604, 735, 752, 444, 375, 554, 365, 524, 463, 483, 501, 511, 523, 535, 587, 579, 569, 599, 574, 407, 651, 280, 681, 496, 878, 775, 661, 624, 562, 629, 830, 765, 856, 881, 913, 542, 805, 855, 766, 782, 438, 343, 331, 333, 341, 337, 329, 719, 425, 397, 640, 710, 433, 736, 722, 904, 868, 364, 374, 798, 464, 809, 845, 890, 355, 660, 807, 779, 449, 454, 916, 745, 678, 514, 650, 698, 418, 434, 700, 504, 534, 895, 634, 871, 488, 608, 470, 786, 330, 701, 697, 385, 417, 901, 572, 759, 430, 354	102
HILL RD	488, 1003, 438, 400, 350, 362	6
HILLSIDE AVE	40, 16, 52, 60, 46, 34, 70, 28, 82, 76, 22	11
HILLTOP AVE	24, 47, 23, 35, 36, 55, 50	7
HOMESTEAD PARK	14, 22, 76, 32	4
HOTCHKISS AVE	40, 76, 128, 55, 85, 2, 26, 127, 64, 32, 56, 108, 98, 94	14
HOWARD LN	31, 53, 65, 71, 85, 90, 76, 60, 46, 30	10
HUMISTON CIR	165, 53, 226, 205, 186, 201, 235, 81, 93, 245, 19, 6, 101, 67, 52, 227, 246, 29, 82, 247, 279, 122, 185, 132, 42, 149, 159, 119, 92, 150, 77, 257, 39, 196, 107, 193, 131, 47, 72	39
INNES AVE	21, 12, 27	3
JACKSON ST	298, 391, 170, 259, 495, 513, 321, 246, 249, 487, 423, 398, 187, 219, 294, 190, 615, 453, 220, 258, 229, 306, 505, 556, 180, 342, 193, 140, 124, 553, 597, 620, 209, 437, 231, 235, 334, 373, 366, 452, 339, 416, 355, 150	44
JUDSON ST	70, 98, 95, 21, 29, 44, 85, 54, 22, 104, 77, 61, 36, 45, 76, 50, 92, 14, 35, 86, 105	21
JULIA LN	26, 27, 31, 38, 43, 46, 57, 58, 65, 77, 85	11
KAREN DR	25, 26, 35, 10, 5	5
KENNEDY DR	78, 100, 109, 31, 25, 95, 58, 117, 108, 46, 66, 57, 67, 45, 121	15
LATTIN HILL RD	85, 87, 49, 47, 27	5

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LATTIN HILL RD EXT	185	1
LAUREL DR	50, 29, 55, 48, 40, 37, 26, 51, 17	9
LEIGH AVE	101, 50, 83, 65, 138, 8, 32, 35, 191, 163, 140, 158, 40, 26, 89, 59, 30, 147, 53, 71, 12, 157, 77, 113, 107, 43, 155, 186, 95, 119, 102, 185	32
LITCHFIELD ST	76, 9, 108, 109, 131, 48, 411, 188, 166, 164, 42, 374, 350, 360, 382, 102, 3, 247, 137, 241, 17, 64, 174, 292, 144, 240, 220, 139, 149, 26, 18, 95, 259, 89, 348, 312, 178, 391, 140, 85, 175, 52, 84, 324, 111, 70, 252, 75, 383, 39, 156, 268, 150, 63, 53, 58, 57, 246, 110, 117, 401	61
LYNNRICH DR	109, 84, 46, 231, 257, 218, 165, 166, 217, 191, 85, 126, 243, 232, 68, 26, 45, 25, 216, 100, 161, 101, 75, 63	24
LYNNRICH WEST	32, 52, 61, 57, 55, 49, 31	7
MAPLE AVE	18, 12, 26, 24	4
MAPLE ST	17, 55, 21, 61, 11, 37, 47	7
MARINE ST	35, 36, 47, 129, 155, 147, 41, 67, 107, 117, 61, 97, 101, 151, 21, 15, 81, 139, 9, 133, 87	21
MARTHAS WAY	82, 64, 25, 31, 45, 47, 61, 75, 91, 123, 137, 161, 181, 210, 170, 154, 130, 126, 112, 96, 109, 40	22
MASON HILL RD	63, 75, 50, 76, 59	5
MEADOW BROOK DR	13, 15	2
MEADOW ST	37, 59, 53, 38, 46, 24, 52, 30, 66, 60, 33, 41, 10, 47	14
MICHELLE LN NORTH	61, 129, 231, 275, 291, 315, 450, 370, 330, 228, 126, 48	12
MICHELLE LN SOUTH	77, 133, 225, 331, 417, 525, 560, 420, 300, 216, 110, 50, 30	13
MOOSEHORN RD	166, 411, 570	3
NORTH MAIN ST	282, 710, 278, 47, 780, 182, 845, 561, 295, 77, 164, 543, 567, 580, 524, 843, 557, 236, 517, 608, 216, 27, 35, 257, 514, 267, 298, 571, 242, 541, 309, 252, 78, 183, 560, 336, 350, 570, 270, 801, 617, 59, 204, 194, 260, 543, 226, 203, 174, 599, 730, 534	52
NORTHFIELD RD	510, 496, 458, 422, 442	5
OAK ST	34, 19, 31, 24, 18, 25	6
OLD BRANCH RD	329, 287, 341, 344	4
OLD MORRIS RD	88, 81	2
OLD NORTHFIELD RD	999, 391, 1068, 1075, 1039, 1038, 1201, 1017, 1104, 1241, 432, 343, 325, 895, 1203, 555, 361, 297, 1233, 1255, 1107, 1178, 790, 1301, 389, 381, 1144, 1151, 1175, 1265, 1219, 998, 1128, 1131, 1156, 1164, 1288, 898, 1136, 378, 920, 1086, 1193, 1179, 1177, 1085, 1046, 1245, 957, 1237, 1278, 700, 650, 1205, 1026, 993, 935, 915, 1220, 1115, 1116, 1059, 1302, 1098, 1002, 1101, 1100, 1141, 247, 1190, 1200, 335, 1229, 261, 275, 743	76

Town of Thomaston – CWPM Agreement

OLD SMITH RD	48, 46, 116, 78, 80	5
OLD WATERBURY RD	79, 94, 71, 68, 80	5
PARK ST	46, 60, 25, 31, 30, 22, 54	7
PATRICIA LN	27, 67, 76, 32, 41, 56, 68	7
PEGS WAY	1, 5, 7, 8, 6, 4, 2	7
PENFIELD DR	52, 49	2
PERRITT DR	70, 71, 25, 46, 61, 26, 45, 35, 51	9
PINE HILL RD	66, 162, 43, 56, 103, 189, 99, 87, 137, 119, 102, 73, 110, 63, 151, 126, 217, 28, 98, 80, 92, 175, 207, 118	24
PLEASANT ST	64, 140, 114, 130, 82, 90	6
PLEASANT VIEW RD	118, 19, 157, 20, 152, 69, 125, 147, 141, 159, 56, 61, 66, 51, 99, 90, 100, 175, 78, 168, 174, 32, 48, 26, 106, 91, 85	27
PROSPECT ST	400, 149, 51, 311, 293, 268, 107, 505, 73, 127, 455, 215, 540, 274, 280, 460, 480, 500, 415, 481, 401, 429, 67, 251, 232, 308, 467, 423, 601, 605, 175, 258, 450, 214, 350, 25, 61, 385, 248, 193, 74, 424	42
RAILROAD ST	273, 422, 419, 223, 310, 290, 418, 227, 270, 421, 214, 377, 276, 311, 10, 299, 242, 260, 399, 431, 433	21
RAILROAD ST ANNEX	30, 74, 20, 21, 60, 31	6
RANDOLPH AVE	20, 33, 29, 34, 28, 10	6
REYNOLDS BRIDGE RD	136, 60, 138, 168, 306, 143, 395, 81, 201, 167, 383, 228, 166, 380, 265, 403, 98, 123, 164, 267, 212, 176, 145, 157, 107, 78, 72, 390, 173, 155, 165, 75, 170, 218, 192, 239, 251, 57, 303, 51, 233, 211, 91, 245, 101, 409, 230, 257, 182	49
RIDGEWOOD ACRES	122, 104, 102, 182, 100, 185, 194, 165, 196, 57, 106, 37, 164, 112, 184, 68, 46, 83, 97, 96, 82, 178, 180, 186, 69, 155, 156, 176	28
RIVER ST	88, 72, 92, 156, 80, 140, 106, 164	8
SANDERSON LN	361	1
SANFORD AVE	20, 40	2
SENIOR AVE	7, 36, 46, 58, 65, 26, 45	7
SMITH RD	265, 27, 159, 513, 33, 283, 219, 262, 406, 420, 32, 259, 120, 100, 503, 477, 475, 295, 121, 231, 203, 193, 217, 396, 77, 440, 389, 405, 254, 311, 239, 136, 126, 173, 411, 65, 49, 249, 241, 375, 15, 313, 28, 270, 139, 232, 235, 165, 149, 421, 376, 59, 146, 140, 525, 244, 273, 303, 183, 97	60
SOUTH MAIN ST	322, 265, 370, 258, 228, 191, 212, 231, 243, 281, 360, 476, 220, 7, 264, 215, 172, 168, 49	19
STEVENS BLVD	322, 265, 370, 258, 228, 191, 212, 231, 243, 281, 360, 476, 220, 7, 264, 215, 172, 168, 49	1
STOUGHTON ST	47, 22, 32, 42, 64, 41, 52, 31, 78, 23, 70, 55	12
STRAWBERRY PARK RD	6, 5, 4	3

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STUMPF AVE	32, 69, 81, 87, 41, 21, 68, 56, 15, 42, 36, 63, 31, 57, 35, 50, 25, 62, 49, 75	20
TERRACE RD	9	1
THOMPSON TER	19	1
TRACY ST	34, 60, 88, 27, 22, 77, 70, 16, 66	9
TREADWELL AVE	27, 35, 53, 45, 63, 64, 93, 57, 79, 71, 92, 52, 89, 58, 39, 44	16
TRESTLE LN	88, 63, 30, 79, 47, 29, 91, 80, 48, 64	10
TURNER RD	1659, 1423, 1683, 1731, 1600, 1668, 1706, 1747, 1680	9
TWIN OAKS DR	92, 52, 91, 51, 126, 33, 112, 72, 69, 118, 28	11
TWIN POND RD	67, 87, 98, 24, 32, 43, 34, 40, 54, 58, 82, 97, 120, 119	14
UNION ST	35, 44, 55, 67, 50	5
VALLEY VIEW RD	67, 163, 120, 56, 201, 90, 33, 34, 177, 101, 103, 117, 119, 133, 135, 147, 149, 11, 53, 55, 12, 74, 193, 170, 205, 85, 104, 154, 165, 136, 83, 196	32
VALLEY VIEW RD NORTH	358, 388, 372, 292, 286, 236, 221, 249, 261, 271, 297, 325, 365, 381, 359, 349, 278, 298, 314, 328, 264, 339, 342, 263	24
VIEW DR	102, 36, 94, 95, 42, 72, 84, 25, 103, 81, 50, 45, 69	13
WALNUT HILL RD	428, 438, 412, 675, 663, 357, 407, 397, 624, 601, 366, 556, 749, 739, 804, 765, 305, 107, 184, 784, 375, 670, 290, 763, 199, 496, 220, 183, 455, 674, 385, 699, 687, 762, 240, 75, 528, 239, 619, 606, 635, 776, 543, 538, 399, 448, 161, 227, 157, 716, 287, 91, 99, 274, 350, 595, 597, 599, 125, 576, 750, 137, 145, 596, 651, 734, 700, 260, 374, 485, 493, 682, 253, 115, 394, 380, 390, 429, 463, 477, 365, 171	82
WALNUT ST	115, 48, 49, 33, 60, 104, 20, 19, 68, 36, 105, 7, 114, 43, 28, 27, 55, 65	18
WARNER LN	27, 10, 16, 9, 34, 19, 4, 26, 15, 3, 23, 30, 22	13
WATERBURY RD	915, 2327, 1255, 1449, 11, 901, 1369, 2057, 1481, 559, 1501, 1739, 897, 903, 1381, 1293, 905, 12, 1493	19
WATERTOWN RD	150, 50, 344, 127, 105, 97, 275, 124, 119, 91, 87, 439, 139, 108	14
WEST HILL RD	210, 216, 129, 246, 236, 205, 74, 211, 195, 10, 218, 226, 62, 93	14
WEST HILLSIDE AVE	68, 52, 81, 76, 109, 110	6
WILLIAMS ST	66, 100, 102, 72, 118, 60, 71, 86, 46, 88, 78, 14, 113, 34	14
WOODBRIIDGE LN	87, 47, 127, 81, 103, 126, 116, 65, 40, 56, 45, 102, 70, 11, 23, 86, 117	17
WOODRUFF AVE	87, 97, 68, 27, 19, 84, 55, 56, 111, 116, 80, 39, 5, 103, 100, 108, 43, 81, 18, 22, 75, 48, 85, 26, 115	25

Appendix D

Town of Thomaston List of Acceptable and Non-Acceptable Materials

These are examples of the acceptable and non-acceptable materials; it is understood that this list may change and the Town would give the contractor notification of additions or subtractions as needed.

MSW:

Only refuse materials placed for collection in the Town issued automated carts will be collected curbside.

Acceptable materials: Only household trash is accepted; materials should be bagged. Garbage, rubbish, food, ashes, non-recyclable plastic/glass/metal containers, bags, light bulbs, dust, sweepings, non-recyclable wastepaper, rags, dry latex paint, non-usable clothing and other textiles; broken kitchenware, and similar waste materials ordinarily accumulated in and around the house.

Unacceptable materials: Unbagged trash, sand, dirt, sawdust, brick, stones, blocks, auto parts, lawn mowers, heavy metals, appliances, tires, anything containing liquid, furnace or fireplace ash, will not be collected. Building materials such as wood, sheet rock or aluminum siding, bulk trash, furniture, electronics, carpeting, etc. will not be collected. Hazardous materials, solid or liquids will not be collected. Leaves, grass clippings, large amounts of branches and brush, and recyclables listed below are unacceptable.

RECYCLABLES:

Only recyclable materials placed for collection in the Town issued automated carts will be collected curbside. Recyclables are collected Single Stream and should not be in plastic bags.

Acceptable materials: Newspapers, corrugated cardboard, cereal boxes, shoe boxes, shirt box cardboard, junk mail, office paper, magazines, catalogs, empty aerosol cans, glass and metal food and beverage containers, #1 - #7 plastic bottles & containers, milk and juice cartons and juice boxes, aluminum foil & trays.

Unacceptable materials: Recyclables contaminated with grease, paint, chemicals, and auto fluids, are not accepted. Plastic bags, drinking or mirror glass, ceramics, light bulbs, plastic film, hypodermic needles, Pyrex dishes, waxed cardboard, scrap metal, food contaminated or soiled paper, any items deemed as acceptable in household trash.

Appendix E

**Town of Thomaston
Municipal Buildings**

Site	Location	MSW dumpster size	Frequency	First Year Cost	Single Stream Recycling Dumpster size	Frequency	First Year Cost
Town Hall	158 Main Street		__x/week	\$		__x/week	\$
Town Garage	Reynolds Bridge Rd		__x/week	\$		__x/week	\$
WPCA Sewer Plant	Old Waterbury Road		__x/week	\$		__x/week	\$
Black Rock School	Branch Road		__x/week Biweekly July/Aug	\$		__x/week Biweekly July/Aug	\$
Thomaston Center School	1 Thomas Avenue		__x/week Biweekly July/Aug	\$		__x/week Biweekly July/Aug	\$
Thomaston High School	Branch Road		__x/week Biweekly July/Aug	\$		__x/week Biweekly July/Aug	\$
Fire House and Ambulance	237 South Main Street		__x/week	\$		__x/week	\$
Grove Manor	11 Grove Street		__x/week	\$		__x/week	\$
Nystroms Park	Turner Road		__x/week	\$		__x/week	\$
Reeves Field	North Main Street		__x/week	\$		__x/week	\$

Appendix F

Town of Thomaston Highway Department

Automated Curbside Refuse/Recycling Collection Regulations:

The bidder will supply at no cost, one 96-gallon recycling cart and one 96-gallon municipal solid waste (“MSW”) refuse cart to each housing unit eligible for collection in the Town. Each unit will have one collection of refuse per week and one collection of recycling every other week. Multifamily houses (up to 8 units) will initially be supplied fewer carts than number of units in the interest of space; these homes will be able to request additional carts, not to exceed the total number of units, with no additional charge:

Two family homes will be initially supplied with 2 MSW Carts and 2 Recycling Carts.

Three family homes will be initially supplied with 2 MSW Carts and 2 Recycling Carts.

Four family homes will be initially supplied with 3 MSW Carts and 3 Recycling Carts.

Once a housing unit has been supplied a set of carts, the housing unit will be responsible to purchase any replacement carts or cart replacement parts due to a loss or damage not caused by the Town of Thomaston. The Highway Department or its designee will be responsible to replace or repair carts damaged by the Town of Thomaston.

Housing units that request an additional MSW cart are required to purchase the cart from the Town of Thomaston. The carts will be sold at the Town of Thomaston’s cost. For residents to be eligible for additional carts, the housing unit must be adequately separating recyclables and utilizing the recycling cart. Additional recycling carts will be provided free of charge provided the cart is used for recyclables. Recycling carts used for other purposes will be confiscated. Residents will be charged \$150 annually for the use of ADDITIONAL MSW cart, one additional cart per housing unit is allowed. The non-refundable payment must be made at the beginning of the calendar year.

All MSW and recycling must be placed in the appropriate cart. Loose or bagged MSW and recycling not placed in carts will not be collected. Carts must be curbside by midnight prior to the collection day and must be placed three (3) feet apart. MSW must be placed in plastic bags in the automated cart for weekly collection. Recycling should be loose and must not be placed in plastic bags.

Unacceptable materials: Sand, dirt, sawdust, brick, stones, blocks, auto parts, lawn mowers, heavy metals, appliances, anything containing liquids, furnace or fireplace ash will not be picked up. Building materials such as sheet rock or aluminum siding, bulk trash, furniture, electronics, carpeting, etc will not be picked up. HAZARDOUS MATERIALS, SOLID OR LIQUID, WILL NOT BE PICKED UP. Call the First Selectman’s office for appropriate disposal methods for all bulk trash or hazardous items. Store used hypodermic needles in a heavy plastic container or metal can, tape close, label as medical waste, and throw away in trash when full.

The Town of Thomaston’s trash hauler will return and pick up any carts that were missed due to the hauler’s error during the regular collection, at no cost to the resident.

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The Town of Thomaston's trash hauler will NOT return and pick up any carts that were tagged or skipped because of any of the following:

1. Recycling not separated, carts blocked by car or snow bank
2. Hazardous or unacceptable material mixed with MSW or Recyclables
3. Carts not placed or oriented properly (arrows must be toward road)
4. Lid open or cart overfull
5. Carts not set out on time for collection
6. Leaves or grass clippings in cart
7. Not using approved carts, cart lid tied down with rope or bungee cord

RECYCLABLE MATERIALS: The following must be recycled per order of the State of Connecticut and the Town of Thomaston. Do not mix with household refuse:

- Curbside items: newspaper, corrugated cardboard, cereal boxes, shoe boxes, shirt box cardboard, junk mail, office paper, magazines, catalogs, empty aerosol cans, glass and metal food and beverage containers, #1 through #7 plastic bottles and containers, milk and juice cartons, juice boxes, aluminum foil and trays.
- Recycle Center items: All curbside items are accepted at the Recycle center plus automotive batteries, rechargeable batteries, telephone books, waste motor oil, oil filters, antifreeze, tires, cooking grease, propane tanks, fluorescent bulbs, computers, electronics, televisions, books, records, videos, video games, DVDs and CDs. Curbside refuse will not be collected if recyclables are included in your household waste.
- Brush, leaves, grass clippings and Christmas trees: These items are all recyclable items and should not be included in either your refuse or recycling cart for collection.

The collection schedule for refuse and recycling remains the same weekly but on designated holidays the collection will be suspended for that day, and all collections for the rest of the week will be one day late. Curbside collections may be suspended due to severe inclement weather conditions.

Appendix G

**Town of Thomaston
Curbside MSW and Recycling Truck Hauls Last 21 Months**

Date	MSW Tonnage	Recycling Tonnage
Jul 2024	220.07	43.58
Aug 2024	213.03	42.72
Sep 2024	191.85	38.60
Oct 2024	204.41	41.97
Nov 2024	189.32	43.36
Dec 2024	208.24	50.64
Jan 2025	199.40	44.70
Feb 2025	159.54	35.91
Mar 2025	185.92	44.40
Apr 2025	201.74	45.86
May 2025	221.68	52.40
Jun 2025	201.30	44.30
Jul 2025	223.52	47.72
Aug 2025	199.54	45.99
Sep 2025	206.04	46.39
Oct 2025	209.03	47.66
Nov 2025	188.03	43.36
Dec 2025	214.87	56.54
Jan 2026	191.44	47.57
Feb 2026	152.38	36.65
Mar 2026	207.52	49.25

Appendix H

**Town of Thomaston
One Year MSW and Recycling Tonnage**

Date	MSW Tonnage	Recycling Tonnage
Jan 2025	199.40	44.70
Feb 2025	159.54	35.91
Mar 2025	185.92	44.40
Apr 2025	201.74	45.86
May 2025	221.68	52.40
Jun 2025	201.30	44.30
Jul 2025	223.52	47.72
Aug 2025	199.54	45.99
Sep 2025	206.04	46.39
Oct 2025	209.03	47.66
Nov 2025	188.03	43.36
Dec 2025	214.87	56.54
Total	2,410.61	555.23

Town of Thomaston – CWPM Agreement

APPENDIX C – CWPM BID RESPONSE

Attachment