



City of Middletown
Uniform Contract for Goods and Services

This agreement (“Agreement”) is made by and between the **City of Middletown**, 245 deKoven Drive, Middletown, Connecticut 06457, a municipal corporation, having its territorial limits within the County of Middlesex and State of Connecticut (The “**City**”) and WasteZero, Inc, a Delaware corporation with an address of 11943 Grandhaven Drive, Murrells Inlet, SC, 29576 (the “**Vendor**”) (collectively the “**Parties**”), and effective as of the date that this Agreement is signed by the Mayor (the “**Effective Date**”). Unless sooner terminated as set forth below, this Agreement shall terminate upon [*check one*]:

- the one year anniversary of the Effective Date;
- the mutual written agreement of the Parties, with no date certain for termination;
- other: through

WHEREAS, the City desires to enter into an agreement with Vendor to provide goods/services pursuant to the attached **Appendix A**; and

WHEREAS, Vendor has agreed to provide said goods/services;

NOW THEREFORE, in consideration of the mutual covenants and agreements stated herein, the City and Vendor agree as follows:

1. GOODS/SERVICES AND COSTS: A description of the goods/services that Vendor agrees to provide and the attendant costs for those goods and services, along with additional terms and conditions, are set forth in detail in **Appendix A** to this Agreement. Vendor expressly understands and accepts that under no circumstances can the City enter into an agreement that exceeds any amount set forth via appropriation or purchase order. Vendor expressly understands and accepts that this Agreement is subject to the passage of all necessary appropriations and that a failure to appropriate renders the Agreement null and void, with no liability to the City or cause of action for the Vendor. The costs for Vendor’s goods/services **SHALL NOT EXCEED \$67,500.00**.

2. INSURANCE: Vendor shall secure and maintain the types and amounts of insurance set forth in **Appendix B** to this Agreement during the life of this Agreement.

3. INDEMNIFICATION: Vendor shall defend, indemnify, and save harmless, the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the performance of any work or services relating to this contract based upon any act, omission, or negligence of Vendor or any of Vendor’s employees agents, servants, subcontractors, or any other person or persons, including but not limited to the City, its agents, officers, servants, or employees. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against it.

4. **ASSIGNMENT:** Vendor shall not assign this Agreement without the City's prior written consent. Any attempt to assign this Agreement without the City's prior written consent shall render such assignment null and void.

5. **SUCCESSORS:** This Agreement will bind and inure to the benefit of the Parties' heirs, personal representatives, executors, administrators, successors, and assigns.

6. **NON-COLLUSION:** Vendor declares that, as of the Effective Date of this Agreement, no City official, directly or indirectly, has a financial interest in the Contract and, furthermore, Vendor pledges to notify the Mayor of the City, in writing, should any City official acquire, directly or indirectly, a financial interest in this Agreement. Vendor further declares that, as of the Effective Date of this Agreement, it has not given or donated, or promised to give or donate, directly or indirectly, to any official or employee of the City, or to anyone else, for any benefit, any sum of money or other thing of value for aid or assistance in obtaining this Agreement and, furthermore, Vendor pledges that neither Vendor nor any other officer, agent or employee of Vendor will give or donate, or promise to give donate, directly or indirectly, to any official or employee of the City, or anyone else for benefit of City officials, any sum of money or other thing of value, for aid or assistance in obtaining any contract with the City.

7. **TERMINATION:** If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received.

8. **RELEASE OF CLAIMS:** The acceptance by Vendor, or Vendor's successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which Vendor, or Vendor's successors or assignees, have or may have against the City under the provisions of this Agreement.

9. **INDEPENDENT CONTRACTOR:** Vendor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which goods/services are provided/performed under the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the City, its agencies, employees, agents, and Vendor, or Vendor's employees, and agents. Vendor assumes exclusively the responsibility for and agrees to indemnify and hold the City harmless from the negligent acts of Vendor's employees and agents as they relate to the goods/services to be provided during the course and scope of their employment. Vendor and Vendor's agents and employees shall not be entitled to any rights and privileges of City employees and shall not be considered in any manner to be City employees.

10. **BREACH:** Upon a breach of this Agreement, the City may withhold any payments to Vendor to off-set its damages until such time as the exact amount of damages due to the City is determined.

11. **EQUAL EMPLOYMENT OPPORTUNITY:** The Vendor agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, physical disability, including, but not limited to blindness, or criminal

record in accordance with §46a-60(a)(1), 46a-80(b), or 46a-81(b) of the Connecticut General Statutes in any manner prohibited by the laws of the United States, the State of Connecticut, or the City of Middletown unless it is shown that such disability prevents performance of the work involved. Vendor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that she may request concerning its employment practices and procedures as related to the provisions of this Section.

12. ADA ACCOMMODATIONS: Vendor, in performing this Agreement, will, at all times, comply with the Americans with Disabilities Act (ADA). Specifically, the Vendor is hereby notified that the City must comply with the requirements of the ADA and that Vendor, as the provider of the goods/services set out herein, must also comply with the ADA.

13. BACKGROUND CHECKS: Vendor agrees to submit, and to subject any of Vendor's employees to, any and all necessary background checks, which may include fingerprinting and drug screening. Failure of Vendor or any of Vendor's employees to pass any of the above may result in immediate termination of this Agreement.

14. ENTIRE AGREEMENT; AMENDMENT: This Agreement constitutes the entire Agreement between the Parties, and supersedes all prior representations, understandings, and agreements of the Parties. The Parties agree that they have not relied on any representations, promises or agreements of any kind from the other Parties in connection with their decision to enter into this Agreement. This Agreement may not be modified, altered, amended or changed except upon express written consent of all Parties where specific reference is made to this Agreement.

15. GOVERNING LAW; INTERPRETATION: This Agreement will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. To the extent that any court action is permitted consistent with or to enforce any part of this Agreement, the Parties hereby consent to the exclusive jurisdiction of the state and federal courts of the State of Connecticut. Accordingly, with respect to any such court action, Vendor and its successors and assigns, (a) submit to the personal jurisdiction of such courts; (b) consent to service of process; and (c) waive any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, venue or service of process. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and such provision cannot be modified to become legal and enforceable, excluding the general release language, such provision will immediately become null and void, leaving the remainder of this Agreement in full force and effect.

16. NOTICES AND REPRESENTATIONS: The Parties represents and agree: (a) that they have read this Agreement and understand and agree with all of the terms and conditions of this Agreement, (b) that they enter into this Agreement freely, knowingly and voluntarily, and (c) that they have been advised, and have had the opportunity, to consult with an attorney of their choice prior to executing this Agreement,

17. COUNTERPARTS: This Agreement may be executed by the Parties in separate counterparts, which taken together constitute one Agreement. This Agreement may be executed more than once so that each party may hold a duplicate original.

18. AUTHORITY TO EXECUTE: The Parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the part to the Agreement.

19. CONFLICTING PROVISIONS: If any terms of any document attached to this Agreement conflict with the terms contained in this Agreement, the terms of this Agreement shall supersede and control.

BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE CAREFULLY READ AND

UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, ENTER INTO THE AGREEMENT KNOWINGLY, VOLUNTARILY, AND OF THEIR OWN FREE WILL, UNDERSTAND ITS TERMS AND THEIR SIGNIFICANCE, AND INTEND TO ABIDE BY ITS PROVISIONS WITHOUT EXCEPTION.

CITY OF MIDDLETOWN, CONNECTICUT

See Mayor's Signature Page

Benjamin D. Florsheim
Its Mayor, Duly Authorized

VENDOR

David M. Bryla

BY: David M. Bryla

ITS: CEO, Duly Authorized

DATE: 12/19/2023

SIGNATURE PAGE

City of Middletown

The foregoing has been approved and executed on behalf of the City of Middletown by Benjamin D. Florsheim, its Mayor, duly elected.

A handwritten signature in black ink, appearing to read "Ben Florsheim", written over a horizontal line.

Benjamin D. Florsheim, Mayor | Dated: 3/7/2024 | 23-0223 | 23-0223

WASTE ZERO | RIDS & SAYT BAGS

WASTEZERO TRASH METERING AGREEMENT

This WasteZero Trash Metering Agreement (this “Agreement”) is made and entered into this the ____ day of _____, 2023 (the “Effective Date”), by and between WasteZero, Inc., a Delaware corporation, hereinafter referred to as “WasteZero”, and Middletown, CT, hereinafter referred to as “Municipality”.

WITNESSETH

WHEREAS, over the last two decades, WasteZero has become the nation’s leading municipal partner to implement variable rate solid waste finance programs that “meter the trash”, thereby allocating the costs of municipal waste disposal to residents based on their use of services and creating incentives to reduce landfilled waste and encourage recycling; and

WHEREAS, Municipality desires to implement a permanent Food Waste Co-collection Program with Unit-Based Pricing (the “UBP”); and

WHEREAS, WasteZero designs, implements and manages Co-collection Programs, including Food Waste Co-collection Programs, and the WasteZero Trash Metering® Program, and manufactures and sells WasteZero Trash Metering® Bags (herein the “Official Municipal Bags”); and

WHEREAS, Municipality desires to engage and hire WasteZero to manufacture and distribute Official Municipal Bags to certain retail stores and provide certain inventory management, logistics, accounting, collection, and customer service support services related thereto (the “Program”).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term. This Agreement will be binding on all parties for a period of one (1) year from the Effective Date (the “Initial Term”). Upon the expiration of the Initial Term, the term of the Agreement may be renewed upon mutual agreement of both parties.

2. WasteZero Services. During the Term, WasteZero will (i) manufacture and supply Official Municipal Bags that comply with the specifications set forth in Exhibit A (the “Specifications”) to those retailers recommended by Municipality and set forth in Exhibit B (the “Retailers”) for sale by Retailers to residents of the Municipality; and (ii) provide the “Services” set forth in Exhibit C by the start date also set forth in Exhibit C.

3. Designated Retailers. Municipality will provide WasteZero with a recommended list of Retailers to be set forth on Exhibit B (the “Retailer List”) that Municipality would prefer to participate in the Program. WasteZero will either service those Retailers as it has been, or work to sign up new Retailers, as directed by Municipality.

4. Exclusive Agreement. During the Term, so long as WasteZero is able to deliver sufficient Official Municipal Bags to the Municipality, the Municipality will not purchase or sell, directly or indirectly (i.e., through a third party) trash or recycling bags other than the Official Municipal Bags referred to herein.

5. Inventory and Inventory Target. WasteZero will own the inventory of Official Municipal Bags, will make manufacturing runs as needed to support the Program and will provide insurance coverage on that inventory in its bonded distribution facilities. To guarantee that an adequate inventory of Official Municipal Bags is always available for purchase by Retailers, WasteZero will use commercially reasonable efforts to maintain an average number of Official Municipal Bags in WasteZero's inventory in accordance with the target set forth in Exhibit C (the "Average Inventory Target"). Upon a specification for Official Municipal Bags in this Agreement that is different from the specification for product in a prior agreement or order, WasteZero will exhaust existing inventory prior to shipment of Official Municipal Bags meeting the specifications in Exhibit A.

6. Terms of Distribution. In order to preserve the sale-tax free status of the Official Municipal Bags at retail sale, Municipality acknowledges and agrees that Official Municipal Bags supplied to Retailers will be sold and supplied to Retailers by WasteZero on behalf of Municipality, such that upon a sale of Official Municipal Bags title to such Official Municipal Bags will first transfer from WasteZero to the Municipality and then from the Municipality to the Retailer.

7. Orders. Retailers will submit written or verbal orders for Official Municipal Bags ("Orders") directly to WasteZero, as Municipality's agent. Orders will set forth the type and quantity of Official Municipal Bags. Orders received by WasteZero will be delivered within five (5) business days of Order placement, subject to WasteZero's right to reject an Order from a Retailer that is on credit hold. If this period includes a holiday observed by WasteZero, then WasteZero will notify Retailers of schedule changes for the affected order. Deliveries of Official Municipal Bags pursuant to this Agreement will be F.O.B. any plant or warehouse of WasteZero.

8. Customer Service Support. WasteZero will provide a toll free number with customer service support during business hours for retailers or residents to call with concerns or complaints about any aspect of the Program. In the event the Official Municipal Bags fail to meet the Specifications in any material respect, WasteZero will, on a "no fault" basis, replace the Official Municipal Bags in accordance with WasteZero's Return and Replacement Policy as set forth on Exhibit D.

9. Bag Revenue. WasteZero will invoice Retailers the applicable Official Municipal Trash Bag purchase price set forth in Exhibit A (the "Retail Bag Prices"). All revenue received by WasteZero from the sale of Official Municipal Trash Bags to Retailers will be "Bag Revenue". On the last day of each month, WasteZero will send Municipality Bag Revenue, in the form of checks received in the name of Municipality from Retailers, along with the monthly reports showing all retailer purchases, funds remitted from Retailers and payments made to Municipality.

a. Compensation. On the last day of each month, WasteZero will invoice Municipality for all Orders delivered to retailers in the preceding month, Municipality will pay the invoice within (15) days, or immediately following the issuance of a warrant by the Municipality. All Bag Revenue other than the WZ Supplies and Services Fee will be the property of Municipality (the "Municipal Revenue").

10. Custodial Banking Account. At any point during the term of the contract Municipality may instruct WasteZero to establish a Custodial Banking Account in a bank insured by the Federal Deposit Insurance Corporation (the "Bank Account"). Authorized signers and depositors on the Bank Account will be properly authorized WasteZero employees. The bank account will carry the

tax identification number of the Customer. The Municipality will grant WasteZero permission to open the Deposit Account on behalf of Municipality in accordance with the Custodial Banking Agreement attached as Exhibit F. WasteZero will deposit all Bag Revenue into the Deposit Account.

a. Compensation with a Custodial Banking Account. In the event Municipality instructs WasteZero to establish a Custodial Banking Account, with respect to all Bag Revenue, WasteZero will receive that portion of fee set forth on Exhibit A as the “WZ Supplies and Services Fee”. Municipality agrees that WasteZero is permitted to withdraw the WZ Supplies and Services Fee from the Bank Account at any time, after it has been earned. All Bag Revenue other than the WZ Supplies and Services Fee will be the property of Municipality (the “Municipal Revenue”).

b. Within thirty (30) days following the end of each calendar month, WasteZero will provide to Municipality (i) the Municipal Revenue for the prior calendar month via wire transfer, and (ii) financial statements for such calendar month, including: a bank statement, invoice register, cash receipts journal and accounts receivable aging report.

11. Retailer Credit Terms. WasteZero will collect payment and enforce payment obligations in accordance with its policies set forth in Exhibit D. Municipality acknowledges that collection efforts made by WasteZero are on behalf of Municipality. Municipality reserves the right to take any collection actions in addition to or beyond those steps set forth on Exhibit D, and WasteZero will have no liability to Municipality for a failure to collect payment from a Retailer.

12. Bag Pricing Adjustments.

a. Inflation Cost Adjustment. The parties agree that the WZ Supplies and Services Fee is set, in part, and will be adjusted, to keep pace with inflation. On each anniversary of the Effective Date, the WZ Supplies and Services Fee shall be increased by the consumer price index, all urban consumers (CPI-U) plus 3 percent (3%).

b. Extraordinary Resin Cost Adjustments. In the event of an extraordinary disruption in the wholesale markets for resin, causing a price spike, defined as an increase over a ninety (90) day period of greater than twenty percent (20%) from a trailing average Benchmark Resin Rate, WasteZero will adjust the WZ Supplies and Services Fee by such increase for the duration of the disruption. This provision is in lieu of termination of this Agreement under force majeure. The Benchmark Resin Rate is calculated using the average of linear low-density polyethylene (“LLDPE”) extrusion liner film for Volumes I and II as reported by Plastics News trade publication. If Plastic News ceases publication, then the resin cost will be based on the average cost of LLDPE resin as reported in another reputable publication chosen by WasteZero.

c. Municipal Price Adjustments. Municipality may, at its sole discretion, increase the Retail Bag Price. Municipality must provide WasteZero at least forty-five (45) days’ notice in advance of any such increase so WasteZero can prepared to manage inventory and communicate with Retailers.

13. Representations and Covenants.

a. Legal and Binding Agreement; Municipality’s Obligations. Municipality has taken or will take any and all legal actions required in order for this Agreement to be binding on Municipality for the Term, including, if applicable, passage of a legislative resolution or ordinance adopting this Agreement or authorizing an official of the Municipality to enter it on the terms and

conditions contained herein. This Agreement will be subject to Municipality's availability of funds.

b. Representations of WasteZero. WasteZero warrants that the Official Municipal Bags will, in all material respects, meet the Specifications.

14. Breach; Termination.

a. Termination for Breach. If either party reasonably concludes that the other is in material breach of this Agreement, such party will notify the other party in writing, including a detailed description of the alleged breach. If such breach is curable, the party alleged to be in breach will be allowed up to thirty (30) days after written notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement, effective thirty (30) days after written notice of failure to correct (or failure to take action to correct) to the breaching party. If such breach is not curable, the Agreement will be terminated thirty (30) days from the date the non-breaching party provides the breaching party with written notice of such breach.

b. Insolvency. If any assignment is made by WasteZero or by any guarantor of WasteZero for the benefit of creditors, or if a petition is filed by WasteZero or by any guarantor of WasteZero for adjudication as bankrupt, or for reorganization or an arrangement under any provision of the U.S. Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the U.S. Bankruptcy Act is filed against WasteZero and such involuntary petition is not discharged within ninety (90) days thereafter, in any event Municipality may terminate this Agreement upon written notice to WasteZero.

c. Termination for Convenience. Municipality may terminate this Agreement at any time upon ninety (90) days written notice if the Town eliminates its pay-as-you-throw program for any reason.

d. Effect of Termination. Upon termination or expiration of this Agreement for any reason (i) WasteZero will ship to Municipality all Official Municipal Bags remaining in inventory, and Municipality will purchase from WasteZero all Official Municipal Bags in inventory on the effective date of termination at the then-current WZ Supplies and Services Fee (ii) WasteZero will have no further liability or obligation under this Agreement, (iii) WasteZero will tender to Municipality the final Municipal Revenue, and (iv) WasteZero will have no continuing responsibility for the Services.

15. Force Majeure. WasteZero will not be liable for failure to perform under this Agreement if such failure arises out of causes beyond its reasonable control. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, hurricanes, tornadoes, strikes, epidemics, quarantine restriction, freight embargoes, petroleum supply shortages or disruptions, and unusually severe weather. The obligations of WasteZero and Municipality, other than the obligation to pay money when due, shall be suspended if either party is unable to comply with this Agreement because of Force Majeure and WasteZero is unable to substitute bags of like kind and quality. Upon the elimination of the cause of such suspension, the respective obligations of WasteZero and Municipality shall be reinstated from the date of such elimination.

16. Insurance. WasteZero shall carry general liability insurance, including contractual liability coverage, in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in general aggregate. Upon request, certificates of insurance naming Municipality as an additional insured will be provided to Municipality by WasteZero.

17. Non-Collusion. WasteZero has not entered into any agreement, directly or indirectly, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid or the engagement of Municipality for the purposes of entering into this Agreement.

18. Assignment. Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that WasteZero may, without any approval, assign this Agreement (i) to an affiliate of WasteZero or (ii) in connection with a merger or a sale or transfer of substantially all of WasteZero's assets (or such portion thereof relating to the subject matter of this Agreement). This Agreement will be binding upon and will inure to the benefit of the parties and their successors and assigns.

19. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the addresses (or at such other address for a party as will be specified by like notice) set forth below:

If to WasteZero, to:
11943 Grandhaven Drive, Suite A-1
Murrells Inlet, SC 29576
Attn: Elizabeth Vance, Head of Legal
Tele. No. (919) 322-1234
Email: evance@wastezero.com

with a copy to:
Wyrick Robbins Yates & Ponton, LLP
4101 Lake Boone Trail, Suite 400
Raleigh, North Carolina 27607
Facsimile No.: (919) 781-4865
Attention: Larry E. Robbins

If to Municipality, to:
If to Municipality, to:

Attn:
Tele. No.:
Email:

20. Entire Agreement; Amendment. This Agreement (including the exhibits, schedules and attachments hereto) and the documents delivered pursuant hereto constitute the entire agreement and understanding among Municipality, Retailer and WasteZero and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by Municipality and WasteZero acting through their duly authorized representatives. The provisions of this Agreement constitute separate and

independent covenants, and the invalidity or unenforceability of one or more of the provisions hereof will not affect the validity or enforceability of the remaining provisions.

21. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this WasteZero Trash Metering Agreement as of the Effective Date.

Municipality

WasteZero, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Official Municipal Trash Bag Specifications

1. Except as may be require by Force Majeure, the bag specifications for this contract are:

Bag Description	Orange Trash "X-Large"	Orange Trash "Large"	Orange Trash "Small/Tall Kitchen"
Retail Pack	5 Bags Per Sleeve 20 Sleeves Per Case	5 Bags Per Sleeve 40 Sleeves Per Case	5 Bags Per Sleeve 40 Sleeves Per Case
Bag Size	55 Gallons	33 by 35 inches	24 by 28 inches
Bag Gauge	1.75 mil	1.75 mil	1.75 mil
Bag Type	3-ply, co-extruded	3-ply, co-extruded	3-ply, co-extruded
Bag Composition	Includes recycled content	Includes recycled content	Includes recycled content
Bag Closure	Drawstring	Drawstring	Drawstring
Package Insert	Agreed custom program information (Blue insert)	Agreed custom program information (White insert)	Agreed custom program information (Yellow insert)
Bag Print	Logo/artwork plus agreed custom Program information (Random)	Logo/artwork plus agreed custom Program information (Registered)	Logo/artwork plus agreed custom Program information (Registered)
Exterior Bag Color	Orange	Orange	Orange
Capacity	55 gallons	33 gallons	15 gallons

Bag Description	Orange Trash "Senior/Mini"	"8 Gallon Green" Organics Food Waste Bag	"4 Gallon Green" Organics Food Waste Bag
Retail Pack	10 Bags Per Sleeve 20 Sleeves Per Case	10 Bags Per Sleeve 20 Sleeves Per Case	10 Bags Per Sleeve 20 Sleeves Per Case
Bag Size	20 by 24 inches	20 by 24 inches	17 by 18 inches
Bag Gauge	1.75 mil	1.75 mil	1.75 mil
Bag Type	3-ply, co-extruded	3-ply, co-extruded	3-ply, co-extruded
Bag Composition	Includes recycled content	Includes recycled content	Includes recycled content
Bag Closure	Drawstring	Drawstring	Drawstring
Package Insert	Agreed custom program information (Pink insert)	Agreed custom program information (White insert)	Agreed custom program information (Blue insert)
Bag Print	Logo/artwork plus agreed custom Program information (Registered)	Logo/artwork plus agreed custom Program information (Registered)	Logo/artwork plus agreed custom Program information (Random)
Exterior Bag Color	Orange	Green	Green
Capacity	8 gallons	8 gallons	4 gallons

2. Retail Bag Prices (price paid at point of sale and charged to Retailers):

Bag Size	Bags per Sleeve	Sleeves per Case	Price per Sleeve	Price per Case
Orange "X-Large" 39" x 41" inches	5	20	\$25.00	\$500.00
Orange "Large" 33 x 35 inches	5	40	\$8.25	\$330.00
Orange "Small/Tall" 24 x 28 inches	5	40	\$5.00	\$200.00
Orange "Senior/Mini" 20 x 24 inches	10	20	\$7.00	\$140.00
"8 Gallon Green" Bag 20 x 24 inches	10	20	\$2.50	\$50.00
"4 Gallon Green" Bag 17 x 18 inches	10	20	\$1.50	\$30.00

3. WZ Supplies and Services Fee (per Case):

Contract Year	Orange "X-Large" 39 x 41 inches (Fee per Case)	Orange "Large" 33 x 35 inches (Fee per Case)	Orange "Small/Tall" 24 x 28 inches (Fee per Case)
Year 1	\$70.00	\$76.00	\$56.00

Contract Year	Orange "Senior/Mini" 20 x 24 inches (Fee per Case)	"8 Gallon Green" 20 x 24 inches (Fee per Case)	"4 Gallon Green" 17 x 18 inches (Fee per Case)
Year 1	\$42.00	\$42.00	\$30.00

EXHIBIT B
Retailer List

Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	
Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	
Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	

Addition or removal of Retailers from the Retailer List will be subject to mutual discussion between WasteZero and Municipality.

EXHIBIT C
Services

1. Retail Store Distribution® Services: WasteZero will work directly with retailers in and around the Municipality to recruit them to participate in the Program and set up those who agree to participate. WasteZero will provide secure, dependable supply chain management to ship the Official Municipal Trash Bags to the participating retailers. WasteZero will develop and register distinct UPC codes for the Program to assist tracking of and sales of Official Municipal Bags. WasteZero will take and enter orders from retailers and process those orders for timely shipment and delivery. WasteZero will maintain customer service support to assist retailers or residents with any issues that may arise.
2. Inventory Management Services: WasteZero will manufacture and inventory Official Municipal Bags at its fully bonded distribution facilities without the necessity of a purchase order or payment from Municipality. The inventory will remain titled to and insured by WasteZero until shipped to and received at a retail store. WasteZero will monitor inventory at its distribution centers to prevent stock outs or supply chain disruptions.
3. Accounting and Funds Management Services: WasteZero will handle all bookkeeping related to Retail Store Distribution® and Inventory Management, including billing and collecting payment from participating retailers and informing the Municipality of any retailers placed on a credit hold. WasteZero will manage, deposit all funds in and perform custodianship services with the approved bank account for Municipality. WasteZero will compile and provide to the Municipality monthly reports showing all retailer purchases, funds remitted from retailers and payments made to Municipality. WasteZero will also send notification to retailers of any Municipal-approved change in the Retail Bag Price.
4. Program Manager. WasteZero will assign a representative to serve as the Program’s coordinator (“Program Manager”). The Program Manager will act as a main point of contact and assist Municipality to answer questions or provide support with regard to all aspects of the Program Services and Program Supplies, subject to the limitations described herein. The Program Manager will ensure that all of the Program Services and Supplies outlined herein are delivered and that Municipality has a primary point of contact to assist with any Program-related matters that might arise.
5. Additional Services. Additional Services are any services, materials or supplies desired by Municipality but not agreed to be provided by WasteZero under the terms of this Agreement. Upon mutual written agreement, WasteZero will perform Additional Services and directly bill Municipality or deduct the costs for such Additional Services from Bag Revenue.
6. Program Manager:
Tory McBrien
11943 Grandhaven Drive, Suite A-1
Murrells Inlet, SC 29576
Tele. No.: (860) 726-6371
Email: tmcbrien@wastezero.com
7. The Average Inventory Target is: 3 months

EXHIBIT D

Credit Policy and Procedures

WasteZero will invoice the Retailer for each delivery based on the delivery receipt indicating the number of bags and dollar amount by size sold to the Retailer on the date of delivery.

All invoices billed to Retailers are due and payable, net thirty (30) days from date of invoice.

WasteZero will use reasonable and customary efforts to collect all outstanding balances owed by Retailers to Municipality. WasteZero does not assume responsibility for Retailer defaults or uncollected amounts.

- In the event that the Retailer does not pay within terms, when the Retailer calls in an additional order, WasteZero will verbally remind the Retailer of the past due balances and ask for prompt payment. The Retailer will also be reminded that their account will be placed on hold when it becomes sixty (60) days past the date of invoice (or 30 days past due).
- If an invoice becomes sixty (60) days past the date of invoice (or thirty (30) days past due), WasteZero will place the Retailer's account on hold, will not accept new orders from that Retailer, and will make no new deliveries to that Retailer until all invoices sixty (60) days past the date of invoice (or thirty (30) days past due) are paid in full. WasteZero will then remove the hold on the account, resume accepting new orders and deliver bags to the Retailer.
- In the event invoices become seventy (70) days past the date of invoice (or forty (40) days past due):
 - The delinquent Retailer account will be referred to Municipality for further guidance on how to proceed.
 - No new orders will be accepted, or deliveries made to the delinquent Retailer account in the future unless Municipality provides WasteZero with written authorization.
 - WasteZero will require Municipality to indemnify WasteZero for any Program Revenue Share that is written off in the future if Municipality requests that WasteZero reinstate shipments to the previously delinquent Retailer account.
- In no event will WasteZero initiate or threaten legal action against any delinquent Retailer. Municipality reserves the right to make any collection efforts or take any actions in addition to or beyond those WasteZero sets forth herein.

WasteZero Return and Replacement Policy

WasteZero wants Retailers and customers to be completely satisfied with the quality of Official Municipal Trash Bags. Should any Retailer or customer experience a *bona fide* product defect with his or her Official Municipal Trash Bags, WasteZero will replace the defective product at no charge with a product of equivalent specification. Defective products must be returned for inspection. The product defect must be related to the design, manufacture, or supply of the product and not related to Retailer or customer overload, mishandling or misuse. Replacements will be processed at the point of sale. Cash refunds or discounts are not authorized. To obtain appropriate credit, Retailers must return the defective product to WasteZero.

If WasteZero ships a greater quantity of product or product of different specification than product ordered by Retailer, at Retailer's election, WasteZero will honor a request for inventory return. Inventory returns must be coordinated with the WasteZero personnel with whom the original order was placed. WasteZero, however, will not bear the cost of correcting errors made by Retailers in their order placements.

Please Note: WasteZero does not give exchanges for Official Municipal Trash Bags purchased through unauthorized Retailers or individuals.

EXHIBIT E

Municipal Wire Transfer Worksheet

Please complete and submit this form to receive monthly cash receipts wire transfers from your WasteZero Retail Store Distribution® (RSD) program.

Municipality:

Beneficiary Financial Institution

Enter the beneficiary financial institution information in the fields provided below:

Account Number	<input type="text"/>
Account Type	<input type="text"/>
ABA/Routing #	<input type="text"/>
Bank Name	<input type="text"/>
Street 1	<input type="text"/>
Street 2	<input type="text"/>
City	<input type="text"/>
State	<input type="text"/>
Postal Code	<input type="text"/>

EXHIBIT F

CUSTODIAL BANKING AGREEMENT

This Agreement is entered into on this ____ day of _____, 20__ between the City/Town of Middletown, CT (Customer), with an address of _____ and WasteZero, Inc. (“WasteZero”), 8396 Six Forks Road, Suite 103, Raleigh NC 27615, to grant permission from the Customer to WasteZero to open a custodial bank account with South State Bank, on behalf of the Customer. The Customer understands this account will be in the name of Customer, carry the tax identification number of Customer and authorized signers on the account will be properly authorized Waste Zero employees.

WasteZero will prepare the necessary documentation to establish a custodial bank account on behalf of the Customer with South State Bank. WasteZero will deposit all checks for payments from the retailers into this account. WasteZero will wire funds from this bank account to the Customer’s own bank account. WasteZero will provide a monthly report which includes the reconciled bank account statement, invoice register, cash receipts journal and accounts receivable aging report no later than thirty (30) days after the end of each month.

Middletown, CT
Municipality

WasteZero, Inc.

Authorized Signature of Customer

Authorized Signature of WasteZero, Inc.

Title

Title

Printed Name of Authorized Signature

Printed Name of Authorized Signature

Date

Date

EXHIBIT A
Official Municipal Trash Bag Specifications

1. Except as may be require by Force Majeure, the bag specifications for this contract are:

Bag Description	Orange Trash "X-Large"	Orange Trash "Large"	Orange Trash "Small/Tall Kitchen"
Retail Pack	5 Bags Per Sleeve 20 Sleeves Per Case	5 Bags Per Sleeve 40 Sleeves Per Case	5 Bags Per Sleeve 40 Sleeves Per Case
Bag Size	55 Gallons	33 by 35 inches	24 by 28 inches
Bag Gauge	1.75 mil	1.75 mil	1.75 mil
Bag Type	3-ply, co-extruded	3-ply, co-extruded	3-ply, co-extruded
Bag Composition	Includes recycled content	Includes recycled content	Includes recycled content
Bag Closure	Drawstring	Drawstring	Drawstring
Package Insert	Agreed custom program information (Blue insert)	Agreed custom program information (White insert)	Agreed custom program information (Yellow insert)
Bag Print	Logo/artwork plus agreed custom Program information (Random)	Logo/artwork plus agreed custom Program information (Registered)	Logo/artwork plus agreed custom Program information (Registered)
Exterior Bag Color	Orange	Orange	Orange
Capacity	55 gallons	33 gallons	15 gallons

Bag Description	Orange Trash "Senior/Mini"	"8 Gallon Green" Organics Food Waste Bag	"4 Gallon Green" Organics Food Waste Bag
Retail Pack	10 Bags Per Sleeve 20 Sleeves Per Case	10 Bags Per Sleeve 20 Sleeves Per Case	10 Bags Per Sleeve 20 Sleeves Per Case
Bag Size	20 by 24 inches	20 by 24 inches	17 by 18 inches
Bag Gauge	1.75 mil	1.75 mil	1.75 mil
Bag Type	3-ply, co-extruded	3-ply, co-extruded	3-ply, co-extruded
Bag Composition	Includes recycled content	Includes recycled content	Includes recycled content
Bag Closure	Drawstring	Drawstring	Drawstring
Package Insert	Agreed custom program information (Pink insert)	Agreed custom program information (White insert)	Agreed custom program information (Blue insert)
Bag Print	Logo/artwork plus agreed custom Program information (Registered)	Logo/artwork plus agreed custom Program information (Registered)	Logo/artwork plus agreed custom Program information (Random)
Exterior Bag Color	Orange	Green	Green
Capacity	8 gallons	8 gallons	4 gallons

2. Retail Bag Prices (price paid at point of sale and charged to Retailers):

Bag Size	Bags per Sleeve	Sleeves per Case	Price per Sleeve	Price per Case
Orange "X-Large" 39" x 41" inches	5	20	\$25.00	\$500.00
Orange "Large" 33 x 35 inches	5	40	\$8.25	\$330.00
Orange "Small/Tall" 24 x 28 inches	5	40	\$5.00	\$200.00
Orange "Senior/Mini" 20 x 24 inches	10	20	\$7.00	\$140.00
"8 Gallon Green" Bag 20 x 24 inches	10	20	\$2.50	\$50.00
"4 Gallon Green" Bag 17 x 18 inches	10	20	\$1.50	\$30.00

3. WZ Supplies and Services Fee (per Case):

Contract Year	Orange "X-Large" 39 x 41 inches (Fee per Case)	Orange "Large" 33 x 35 inches (Fee per Case)	Orange "Small/Tall" 24 x 28 inches (Fee per Case)
Year 1	\$70.00	\$76.00	\$56.00

0.70/bag 0.38/bag 0.28/bag

Contract Year	Orange "Senior/Mini" 20 x 24 inches (Fee per Case)	"8 Gallon Green" 20 x 24 inches (Fee per Case)	"4 Gallon Green" 17 x 18 inches (Fee per Case)
Year 1	\$42.00	\$42.00	\$30.00

0.21/bag 0.21/bag 0.15/bag

CONTRACT #: ZPSPX0016
 EXHIBIT B
 PRICE SCHEDULE
 ATTACHMENT 3

Product Price Schedule							
Item #	Contractor Name	Product Category	Product Description & Specifications	UOM	Unit Cost	Colors	Alternate Approved Specification
1a	WasteZero Inc.	Imprinted Plastic Trash Bags	Small Imprinted Plastic Trash Bags (PART bags): 8 to 10 Gallons	Bag	\$ 0.20	black, white, blue, green, orange, purple, grey, & yellow	Drawstring Closure 20 by 24 side seal
1b	WasteZero Inc.	Imprinted Plastic Trash Bags	Medium Imprinted Plastic Trash Bags (PART bags): 12 to 16 Gallons: approximate dimensions 13 in. by 9 in. by 31 in.	Bag	\$ 0.27	black, white, blue, green, orange, purple, grey & yellow	Drawstring Closure 24 by 28 side seal
1c	WasteZero Inc.	Imprinted Plastic Trash Bags	Large Imprinted Plastic Trash Bags (PART bags): 30 to 33 Gallons: approximate dimensions 20 in. by 13 in. by 39 in.	Bag	\$ 0.42	black, white, blue, green, orange, purple, grey & yellow	Drawstring Closure 33 by 35 side seal
2a	WasteZero Inc.	Wheeled Carts to Collect Recyclables or Organic Curbside	30 to 38 Gallon Wheeled Carts	-	No Bid	Blue & Green	-
2b	WasteZero Inc.	Wheeled Carts to Collect Recyclables or Organic Curbside	40 to 48 Gallon Wheeled Carts	-	No Bid	Blue & Green	-
2c	WasteZero Inc.	Wheeled Carts to Collect Recyclables or Organic Curbside	60 to 68 Gallon Wheeled Carts	-	No Bid	Blue & Green	-
2d	WasteZero Inc.	Wheeled Carts to Collect Recyclables or Organic Curbside	90 to 98 Gallon Wheeled Carts	-	No Bid	Blue & Green	-
2e	WasteZero Inc.	Wheeled Carts to Collect Recyclables or Organic Curbside	Residential Organics Collection Container: 10 to 70 Gallons	-	No Bid	N/A	-
3a	WasteZero Inc.	Public Space Recycling Containers	Fixed Position Semi-Permanent Public Space Recyclebin: 50 to 120 Gallons	-	No Bid	N/A	-
3b	WasteZero Inc.	Public Space Recycling Containers	Fixed Position Semi-Permanent Public Space Recyclebin: 20 to 40 Gallons	-	No Bid	N/A	-
3c	WasteZero Inc.	Public Space Recycling Containers	Transportable Collapsible Public Space Recyclebin	-	No Bid	N/A	-
3d	WasteZero Inc.	Public Space Recycling Containers	Transportable Collapsible Public Space Recyclebin Clear Bags	-	No Bid	N/A	-
4	WasteZero Inc.	Solar Powered Compactors	Solar Powered Compactor	-	No Bid	N/A	-
5a	WasteZero Inc.	Multi-Purpose Recycling Containers	Desktop Container	-	No Bid	Blue & Green	-
5b	WasteZero Inc.	Multi-Purpose Recycling Containers	Hanging, Companion or Saddle Trash Container	-	No Bid	N/A	-
5c	WasteZero Inc.	Multi-Purpose Recycling Containers	Tall, Slim and Narrow Recycling, Trash & Food Scrap Container: Capacity 15 Gallons	-	No Bid	Blue	-
5d	WasteZero Inc.	Multi-Purpose Recycling Containers	Tall, Slim and Narrow Recycling, Trash & Food Scrap Container: Capacity 20 Gallons	-	No Bid	Blue	-
5e	WasteZero Inc.	Multi-Purpose Recycling Containers	Tall, Slim and Narrow Recycling, Trash & Food Scrap Container: Capacity 20 Gallons	-	No Bid	Blue	-
5f	WasteZero Inc.	Multi-Purpose Recycling Containers	Tall, Slim and Narrow Recycling, Trash & Food Scrap Container: Capacity 25 Gallons	-	No Bid	Blue	-
5g	WasteZero Inc.	Multi-Purpose Recycling Containers	Office Building and Multi-family Recycling Container: Capacity 20 to 40 gallons per unit for multi-parts	-	No Bid	N/A	-
5h	WasteZero Inc.	Multi-Purpose Recycling Containers	Office Building and Multi-family Recycling Container: Capacity 60 to 120 Gallons	-	No Bid	N/A	-
5i	WasteZero Inc.	Multi-Purpose Recycling Containers	Office Building and Multi-family Recycling Container: Capacity 20 to 40 Gallons	-	No Bid	N/A	-
6	WasteZero Inc.	Backyard Compost Bins	Backyard Compost Bin	-	No Bid	N/A	-
7	WasteZero Inc.	Food Scrap Container	Food Scrap Container	-	No Bid	N/A	-
8	WasteZero Inc.	Rain Barrels	Rain Barrel	-	No Bid	N/A	-
Additional Approved Products and Pricing*							
Item #	Contractor Name	Product Category	Product Description & Specifications	UOM	Unit Cost	Required Color(s)	Alternate Approved Specification
9	WasteZero Inc.	Imprinted Plastic Trash Bags	Small Imprinted Plastic Trash Bags (Food Waste Collection): 8 to 10 Gallons; Drawstring Closure; Side seal; 20 by 24 in.; 1.75 Mil for Co-collection	Bag	\$ 0.24	green	N/A
10	WasteZero Inc.	Imprinted Plastic Trash Bags	Medium Imprinted Plastic Trash Bags (PART with Co-Collection): 12 to 16 Gallons; Drawstring Closure; Side seal; 24 by 28 in.; 1.75 Mil for Co-Collection	Bag	\$ 0.32	Blue, green, orange, purple, grey, & yellow	N/A

CONTRACT #: 22PSX0016
 EXHIBIT B
 PRICE SCHEDULE
 ATTACHMENT 3

Product Price Schedule

Item #	Contractor Name	Product Category	Product Description & Specifications	UOM	Unit Cost	Color(s)	Alternate Approved Specification
11	WasteZero Inc.	Imprinted Plastic Trash Bags	Medium Imprinted Plastic Trash Bags (PAVT bags), 30 to 33 Gallons; Drawstring Closure; Side seal; 33 by 35 in.; 1.75 Mil for Co-Collection	Bag	\$ 0.45	blue, green, orange, purple, grey & yellow	N/A

*All prices are maximum prices for the term. Final prices with Client Agency may be eligible for discounted pricing.

*Contractor recommends 1.75 mil bags for co-collection programs. Other pricing is available should Client Agency's program require a lower gauge.

RSD Trending Estimated Value of Contract

Estimation of Annual Usage of Cases

33x35 (orange) (200 bags per case)	300	\$	76.00	\$	22,800.00
24x28 (orange) (200 bags per case)	300	\$	56.00	\$	16,800.00
20x24 (orange)(200 bags per case)	150	\$	42.00	\$	6,300.00
20x24 (green)(200 bags per case)	300	\$	42.00	\$	12,600.00
17x18 (green)(200 bags per case)	300	\$	30.00	\$	9,000.00
				\$	67,500.00

(Include the previous c

Phase 1: \$1582.40

Phase 2: \$5991.76

orders from March to Oct in this amount) *

DigiSigner Document ID: ec195d0d-ffaa-48ef-9f85-92bbb4b53cf6

Signer

Email: dbryla@wastezero.com
IP Address: 2601:246:5e02:59b0:3831:c3c8:fb5:29a

Signature



Event	User	Time	IP Address
Upload document	evance@wastezero.com	12/19/23 1:50:21 PM EST	69.220.155.137
Open document	evance@wastezero.com	12/19/23 1:50:24 PM EST	69.220.155.137
Close document	evance@wastezero.com	12/19/23 1:50:52 PM EST	69.220.155.137
Send for signing	evance@wastezero.com	12/19/23 1:52:36 PM EST	69.220.155.137
Open document	dbryla@wastezero.com	12/19/23 1:55:30 PM EST	2601:246:5e02:59b0:3831:c3c8:fb5:29a
Sign document	dbryla@wastezero.com	12/19/23 1:55:41 PM EST	2601:246:5e02:59b0:3831:c3c8:fb5:29a
Close document	dbryla@wastezero.com	12/19/23 1:55:41 PM EST	2601:246:5e02:59b0:3831:c3c8:fb5:29a



Purchasing Department

245 DeKoven Drive, Room 112
Middletown, CT 06457
860.638-4895 phone | 860.638-1995 fax
purchase@MiddletownCT.gov

TO BE FILLED OUT BY CITY PERSONNEL:

The attached quote is provided to the Public Works Department from Waste Zero
and is reflective of the following contract terms & conditions:

State Contract # 22PSX0016 Expiration Date April 24, 2026
Federal Contract # _____ Expiration Date _____
Other Governmental Cooperative Contract _____ Expiration Date _____

Is this contract in excess of \$100,000, or part of a project in which the total cost exceeds \$100,000, or will the project exceed \$100,000 with the inclusion of this contract? Yes _____ No X
(If yes, prevailing wage rates and submittal of certified payrolls apply. Payments to the contractor shall be the amount due less 5% retainage; final payment will be released upon completion of work and certified payrolls have been submitted.)

Contract allowed for the use of the city government or any of its departments and agencies: Yes X No _____

Department Head Signature

12/11/23
Date

Awarded Vendor Name: <u>Waste Zero</u>	Address: <u>11943 Grandhaven Drive</u> <u>Murrells Inlet South Carolina 29576</u>
Contact Person: <u>David M. Bryla</u>	Phone Number/Fax: <u>919-322-1234</u> <u>800-866-3954</u>
Title: <u>CEO</u>	Email: <u>dbryla@wastezero.com</u> <u>evance@wastezero.com</u>

TO BE SIGNED BY VENDOR:

By signing this document, the undersigned attests and certifies that the information contained in the attached quote is true and accurate to the best of its knowledge and conforms to the applicable state, federal, and/or other governmental cooperative purchasing contract it references. The undersigned further attests that any additional options and/or accessories which are listed in the attached quote, but not part of the awarded contract referenced, is acceptable as long as the bid threshold of \$25,000 is not exceeded. (As determined under section 78-18(G), as amended, of the Middletown Code of Ordinances.) The undersigned further agrees that should any item contained in the attached quote be found to be inaccurate or otherwise does not conform to the referenced contract, the undersigned expressly agrees to credit the City of Middletown for any price difference within thirty (30) days of the receipt of notice of such error(s). Failure to credit the City of Middletown for any price difference within the aforementioned thirty (30) day period may result in the immediate termination of the contract between the parties and also authorizes the City of Middletown to notify the respective agency referenced above and to take any necessary and appropriate legal action to collect such fee. Additionally, the terms and conditions set forth in the governmental contract referenced above, and the terms and conditions attached hereto, which mirror the terms and conditions on the City's Purchase Order, shall control. In the event of a conflict of terms, the terms of the above referenced governmental contract shall take precedence over the terms of the City's Purchase Order.

BAN ON WASTEWATER DERIVED FROM NATURAL GAS AND OIL: Pursuant to Section 171-10 of the Middletown Code of Ordinances, if the goods/services contemplated pursuant to this Agreement involves the construction or maintenance of any publically owned and/or maintained roadway or real property that is owned by the City, or involves the purchase or acquisition of any materials to be used in the construction or maintenance of any publically owned and/or maintained roadway or real property that is owned by the City, by signing below the Vendor warrants and represents that no materials containing wastewater derived from natural gas or oil shall be utilized in the provision of such goods/services by the Vendor, and the Vendor further warrants and represents that no materials containing wastewater derived from natural gas or oil shall be provided to the City.

BY: David M. Bryla

It's: CEO, Duly Authorized

Date: 12/12/2023

TERMS AND CONDITIONS UNDER WHICH THIS ORDER IS ISSUED

1. These terms and conditions constitute the entire agreement between the City and the Vendor in connection with this order, and supersede all prior representations, understandings, and agreements between the City and the Vendor. These terms and conditions may not be modified, altered, amended or changed except upon express written consent of both the City and Vendor.
2. The City shall report to the Vendor any delivery delays as soon as reasonably possible and further reserves the right to cancel this order if delivery is not made within a reasonable timeframe.
3. Charges for freight, express, cartage, or packing will not be allowed or paid by the City unless expressly stated on the order.
4. All goods and services are subject to the City's inspection, approval and/or acceptance. If rejected, they shall be returned to the Vendor at the Vendor's expense.
5. The Vendor agrees that it will not transfer or assign this order or any part thereof to any person, firm or corporation without the consent of the City, but that this agreement shall inure to the benefit of the Vendor's heirs, personal representatives, executors, administrators, successors, and assigns.
6. If the Vendor fails to fulfill its obligations under this order, the City shall have the right, in its sole discretion, to terminate this order immediately. The City shall also have the right to terminate this order without cause by giving thirty days written notice to the Vendor. Upon termination, the City shall have no obligation to pay Vendor for goods/services not provided. Upon breach, the City may withhold any payments to Vendor to offset any damages until such time as exact damages may be determined.
7. **Insurance Requirements:** Upon request of the City, Vendor agrees to deliver to the City a Certificate of Liability Insurance (COI), or other evidence of insurance as deemed appropriate by the City's Risk Manager. The Vendor further agrees to name the City of Middletown, the Middletown Board of Education, and/or The Russell Library Company as additional insured on all policies, with the exception of Workers' Compensation and Professional Liability, as deemed appropriate by the City's Risk Manager.
8. **Indemnification:** Vendor shall defend, indemnify, and save harmless, the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the performance of any work or services relating to this contract based upon any act, omission, or negligence of Vendor or any of Vendor's employees, agents, servants, subcontractors, or any other person or persons, including but not limited to the City, its agents, officers, servants, or employees. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against it.
9. Any disagreement between the City and the Vendor in connection with this order will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. In the event of a disagreement, the City and the Vendor agree to submit to the Courts of the State of Connecticut.
10. The acceptance by the Vendor of any final payment due under this order shall constitute a full and complete release of the City from any and all claims, demands, causes of action, which the Vendor or any successors have or may have against the City under this order.
11. The Vendor acknowledges that it will comply with all relevant City, State, and Federal laws, ordinances, and regulations in fulfilling this Order.

Memo

To: Mayor Benjamin Florsheim
Carl Erlacher, Finance Director

From: Chris Holden, Director
Public Works

Date: 12/8/2023

Re: Professional Services Agreement

The Sustainable Materials Management (SMM) Waste Reduction Grant program was designed by the Department of Energy and Environmental Protection (DEEP) to assist municipalities to achieve waste reduction and recycling goals, and combat the escalating trash disposal costs. The SMM project is projected to reduce waste by up to 40%, increase recycling, and offer curbside collection of food waste for residential and commercial customers that use a cart in the Sanitation District.

The Public Works Department is looking to contract with Waste Zero Inc, 11943 Grandhaven Drive, Murrells Inlet South Carolina for the following services in relation to the Waste Reduction program conducted with the SMM Grant funding provided by the CT Department of Energy and Environmental Protection. Waste Zero was the chosen vendor to work on this program with CT DEEP when the program was initiated in July 2022. The City is looking to continue working with this company through the completion of the SMM Grant project. Below are the services requested.

1. Contractual Services for Program Management - \$26,400 through October 31, 2024.
2. Outreach and Education - \$43,042.85 through October 31, 2024.
3. Consulting and Coordinating Services - \$20,615 through May 10, 2024
4. Other services as needed.

Attached are further details on these services. These services would be paid for with The SMM Grant Phase 1 and Phase 2 funding in line item 3638-22000-59200-0000-35221-2023-000.



Mayor Benjamin Florsheim

12/12/23

Date



Carl Erlacher, Finance Director

12/9/23

Date



Christopher M. Holden, Public Works Director

12/8/23

Date

October 10, 2023

Exhibit A

RE: City of Middletown - Refuse and Recycling Consumer Program

1. Scope of Services and Pricing (Rate):

(i). Implementation:

Monthly Rate: \$1,200.00

- Design and host program website
- Manage initial resident feedback document for DEEP deliverable.
 - Including mobile app analytics.
- Manage initial resident outreach and bag distribution; organize delivery labor, create printed materials, vet mailing list or transfer station lists, and organize street maps etc. (door to door labor for distribution billed separately according to the DEEP SSM Budget).
- Assist with initial press release and press conference as needed.
- Assist with initial stakeholder outreach.
 - Facilitate mobile application integration vet mailing list to accommodate platform.
- Start management of:
 - Data analytics and tracking – weekly / monthly (contact vendors / haulers facilities to obtain regular tonnages).
 - Regular food waste audits and reporting.
 - Progress reports with City Council / Select Board.
 - Weekly check-in calls.
- Facilitate and manage relationships with vendors including co-collection facilities, haulers, anaerobic digester, and incinerators for the collection of current and past data and to facilitate waste audits of food and trash as necessary.

(ii). Program Management:

Monthly Rate: \$1,200.00

- Website hosting and management
- Track daily data, provide analytics and monthly charts to CT DEEP for DEEP contract deliverables.
- Manage and facilitate regular food waste audits and reporting for DEEP contract deliverables.
- Provide regular progress reporting to City Council and stakeholders as needed - for DEEP contract deliverables.
- Attend weekly check-in calls with DEEP.
- General pilot co-ordination and troubleshooting including recommendations for:
 - Outreach (as needed):
 - * Media (help with content ideas, photos, videos for FB posts, website, app messages and other)

- * On-site presentations for schools, churches, or other events, for example:
Earth Day, etc. (provide labor as needed and billed separately see below).
- Manage resident feedback document for DEEP deliverable.
 - Pull mobile app analytics

(iii). **Waste Audit**

Rate: Rates shall not exceed \$26,000.00 per annum

(iv). **Curbside Coaching (Enforcement)**

Rate: for an estimated 2,817 carts @ \$1.00 – \$1.95 depending on type of coaching carried out. Not to exceed the budgeted \$40,000.00 per annum.

- Follow trucks / check on participation / compliance.
- Design and provide curbside tags.
- Provide personnel and vehicles to follow trucks.
- Summaries and feedback logs from each route

(v). **Resident Outreach (as needed):**

Rate: Price quotes as needed and shall not exceed \$12,000.00 per annum

- Social Media Assistance
- Canvassing (door to door conversations)
- Tabling at community events
- Educational presentations in schools, camps, or for the general public.
- Printed material as needed.

(vi). **Staff Support and Supplies:**

Rate: \$35.00 per hour up to a maximum of nineteen (19) hours per work week for an initial term of 31 weeks. Client may, at its discretion place additional authorizations to increase the rate of maximum hours per work week or term.

- Designated consultant
- Planning, organization, and performance of activities necessary to implement the City Solid Waste, Recycling and Waste Reduction Management Plan and Ordinance consistent with the State Department of Energy and Environmental Protection (DEEP) requirements.
- Develop and implement programs for recycling and waste reduction, including education and promotion through activities with communities.
- Coordinate enhanced recycling efforts to reduce household waste.
- Perform targeted community outreach regarding waste reduction, reuse and recycling.
- Prepare and present written and verbal reports to the Commissioner, DEEP and departments as required.
- Provide staff assistance and support to the Citizen Committees and the Middletown City Council on solid waste and recycling matters. Respond to staff and residents with requests and questions regarding programs.
- Oversee compost site operations and record keeping, license renewals.
- Oversee dry municipal solid waste transfer station, record keeping, compliance efforts.

DigiSigner Document ID: 0eef8c1d-c0c3-42fa-8a7a-ccd6a15dbc5f

Signer

Email: dbryla@wastezero.com
IP Address: 2601:246:5e02:59b0:e4f3:67a7:9ae9:1756

Signature



Event	User	Time	IP Address
Upload document	evance@wastezero.com	12/12/23 12:54:28 PM EST	69.220.155.137
Open document	evance@wastezero.com	12/12/23 12:54:30 PM EST	69.220.155.137
Close document	evance@wastezero.com	12/12/23 12:55:14 PM EST	69.220.155.137
Send for signing	evance@wastezero.com	12/12/23 12:58:17 PM EST	69.220.155.137
Resend for signing	evance@wastezero.com	12/12/23 2:38:14 PM EST	69.220.155.137
Open document	dbryla@wastezero.com	12/12/23 2:38:40 PM EST	2601:246:5e02:59b0:e4f3:67a7:9ae9:1756
Sign document	dbryla@wastezero.com	12/12/23 2:38:49 PM EST	2601:246:5e02:59b0:e4f3:67a7:9ae9:1756
Close document	dbryla@wastezero.com	12/12/23 2:38:49 PM EST	2601:246:5e02:59b0:e4f3:67a7:9ae9:1756



CITY OF MIDDLETOWN
 245 DEKOVEN DRIVE, ROOM 112
 MIDDLETOWN, CT 06457
 Phone: (860) 638-4895
 Fax: (860) 638-1995

Purchase Order # 47870

Please include this purchase order number on all correspondence.

PO Date: 06-Mar-2024

Vendor

Phone: (843) 933-4148

Page # 1

WASTEZERO, INC.

Ship To: PUBLIC WORKS DEPARTMENT
 245 DEKOVEN DRIVE, ROOM 210
 MIDDLETOWN, CT 06457-0000

Bill To: PUBLIC WORKS DEPARTMENT
 245 DEKOVEN DRIVE, ROOM 210
 MIDDLETOWN, CT 06457-0000

WASTEZERO, INC. 014560-01
8396 SIX FORKS RD.
STE. 103
RALEIGH, NC 27615-0000

OnBase Contract DR23-0223
 State Contract 22PSX0016

Fold here

Fold here

Qty	Unit	Item # / Description	Unit Price	Freight	Other	Line Total
		Payment for Free Bag Starter Pack Orange color 24x28 bags (10 rolls/case = \$40.30) (\$0.31/bag; 13bags/roll @\$4.03) Green 20x24 bags (10 rolls/case @ \$29.99/case; \$0.23/bag; 13 bags/roll @ \$2.99/roll.	\$5,271.7500	\$0.00	\$0.00	\$5,271.75
Line #	1	3638-22000-59200-0000-35221-2023-000 CTDEEP SUSTAINABLE MATERIAL MANGMT GRANT				5,271.75

Please send one original & one copy of your invoice. Enter this order in accordance with stated prices, terms, delivery method and specifications shown above. Please notify us if you are unable to ship as specified. This PO is subject to the terms/conditions on the back side of this sheet and incorporates by reference as if fully stated herein those terms/conditions set forth in the BID/RFP

PO # 47870 \$5,271.75

I certify the encumbrance of the above referenced funds:

Donna L. Formato

Donna L. Formato, CPPB, NIGP-CPP
 Supervisor of Purchases

Internal Use Only

Dept Group: PWADMIN Fiscal Year: 2024
 PO Type: R Entered By: MANNINGR

TERMS AND CONDITIONS UNDER WHICH THIS ORDER IS ISSUED

1. These terms and conditions constitute the entire agreement between the City and the Vendor in connection with this order, and supersede all prior representations, understandings, and agreements between the City and the Vendor. These terms and conditions may not be modified, altered, amended or changed except upon express written consent of both the City and Vendor.
2. The City shall report to the Vendor any delivery delays as soon as reasonably possible and further reserves the right to cancel this order if delivery is not made within a reasonable timeframe .
3. Charges for freight, express, cartage, or packing will not be allowed or paid by the City unless expressly stated on the order.
4. All goods and services are subject to the City's inspection, approval and/or acceptance. If rejected, they shall be returned to the Vendor at the Vendor's expense.
5. The Vendor agrees that it will not transfer or assign this order or any part thereof to any person, firm or corporation without the consent of the City, but that this agreement shall inure to the benefit of the Vendor 's heirs, personal representatives, executors, administrators, successors, and assigns .
6. If the Vendor fails to fulfill its obligations under this order, the City shall have the right, in its sole discretion, to terminate this order immediately. The City shall also have the right to terminate this order without cause by giving thirty days written notice to the Vendor. Upon termination, the City shall have no obligation to pay Vendor for goods/services not provided. Upon breach, the City may withhold any payments to Vendor to offset any damages until such time as exact damages may be determined.
7. Insurance Requirements: Upon request of the City, Vendor agrees to deliver to the City a Certificate of Liability Insurance (COI), or other evidence of insurance as deemed appropriate by the City's Risk Manager. The Vendor further agrees to name the City of Middletown, the Middletown Board of Education, and/or The Russell Library Company as additional insured on all policies, with the exception of Workers' Compensation and Professional Liability, as deemed appropriate by the City 's Risk Manager.
8. Indemnification: Vendor shall defend, indemnify, and save harmless, the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the performance of any work or services relating to this contract based upon any act, omission, or negligence of Vendor or any of Vendor's employees, agents, servants, subcontractors, or any other person or persons, including but not limited to the City, its agents, officers, servants, or employees. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against it.
9. Any disagreement between the City and the Vendor in connection with this order will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. In the event of a disagreement, the City and the Vendor agree to submit to the Courts of the State of Connecticut.
10. The acceptance by the Vendor of any final payment due under this order shall constitute a full and complete release of the City from any and all claims, demands, causes of action, which the Vendor or any successors have or may have against the City under this order.
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CITY OF MIDDLETOWN
 245 DEKOVEN DRIVE, ROOM 112
 MIDDLETOWN, CT 06457
 Phone: (860) 638-4895
 Fax: (860) 638-1995

Purchase Order # 47879

Please include this purchase order number on all correspondence.

PO Date: 07-Mar-2024

Vendor

Phone: (843) 933-4148

Page # 1

WASTEZERO, INC.

Ship To: PUBLIC WORKS DEPARTMENT
 245 DEKOVEN DRIVE, ROOM 210
 MIDDLETOWN, CT 06457-0000

Bill To: PUBLIC WORKS DEPARTMENT
 245 DEKOVEN DRIVE, ROOM 210
 MIDDLETOWN, CT 06457-0000

Onbase DR23-0223

WASTEZERO, INC. 014560-01
8396 SIX FORKS RD.
STE. 103
RALEIGH, NC 27615-0000

Fold here

Fold here

Qty	Unit	Item # / Description	Unit Price	Freight	Other	Line Total
		Purchase of Sanitation Bags for Sanitation District 33x35 Orange-300 @\$76.00; 24x28 Orange-300@\$56.00; 20x24 Orange-150@\$42.00 20x24 Green-300@\$42.00; 17x18 Green-300@\$30.00.	\$67,500.0000	\$0.00	\$0.00	\$67,500.00
Line #	1	2020-40000-55410-0000-00000-0000-000 SANIT: WASTE REMOVAL	67,500.00			

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PO # 47879 \$67,500.00

I certify the encumbrance of the above referenced funds:

Donna L. Formato

Donna L. Formato, CPPB, NIGP-CPP
 Supervisor of Purchases

Internal Use Only
 Dept Group: PWADMIN Fiscal Year: 2024
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