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CITY OF DANBURY
OFFICE OF THE CORPORATION COUNSEL
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

January 31, 2007

Hon. Mayor Mark D. Boughton
Hon. Members of the Common Council
155 Deer Hill Avenue
Danbury, CT 06810

Re: Hazardous Household Waste Collection Agreement
Clean Harbors Environmental Services
HRRR/Danbury

Dear Mayor and Council:

Attached please find the proposed Agreement for the disposal of hazardous waste, recommended and approved by the Housatonic Resources Recovery Authority (HRRR). The Agreement is for a three (3) year period and will permit the proper and safe disposal of these materials at a number of sites in affected communities on selected dates each year.

This Agreement is consistent with previous contracts with Clean Harbors, which has also provided these services in the past. Several towns, mostly comprising HRRR members will jointly execute the Agreement, once approved.

Kindly consider the approval of the proposed Agreement and authorize the Mayor to execute the same at your earliest opportunity.

Very truly yours,

Laszlo L. Pinter
Deputy Corporation Counsel

cc: Joel Urice, HRRR member
Scott Leroy, Director of Health, Housing & Welfare

Attachment (Agreement)
Llp/hazwaste

Laszlo L. Pinter
Deputy Corporation Counsel
l.pinter@ci.danbury.ct.us
(203) 797-4517
(203) 796-8043 FAX

Robin L. Edwards
Assistant Corporation Counsel
r.edwards@ci.danbury.ct.us
(203) 797-4516
(203) 796-8043 FAX

Dianne E. Rosemark
Assistant Corporation Counsel
d.rosemark@ci.danbury.ct.us
(203) 796-8004
(203) 796-8043 FAX



HOUSATONIC
RESOURCES
RECOVERY
AUTHORITY
www.hrra.org

Housatonic Resources Recovery Authority
Old Town Hall
162 Whisconier Road
Brookfield, CT 06804

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HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this 19th day of January, 2007 by and between the member municipalities of the Housatonic Resources Recovery Authority, Brookfield, CT and the Town of Roxbury, CT (hereinafter jointly "Community"), and Clean Harbors Environmental Services, Inc. (hereinafter "Clean Harbors"), a Massachusetts corporation.

Community and Clean Harbors hereby agree as follows:

1. On the following dates and locations, August 25, 2007, August 23, 2008, and August 29, 2009 at the Public Works Facility on Hut Hill Road in Bridgewater, CT, September 29, 2007, September 27, 2008, and September 26, 2009 at the Public Works Facility on Newtown Road in Danbury, CT, and May 17, 2008, May 16, 2009, and May 22, 2010 at the Public Works Facility on 4 Turkey Hill Road in Newtown, CT (the "Site"), Clean Harbors shall have present an employee or agent of Clean Harbors (the "Site Chemist") trained in the identification and handling of household hazardous wastes ("Wastes") as defined by state and federal laws and regulations, and such personnel, equipment and materials as are necessary to handle, containerize, label, load and transport said wastes for disposal in a manner which conforms to state and federal laws and regulation, and also conforms to the Community's Household Hazardous Waste Collection RFP and Clean Harbors RFP response dated March 1, 2006.
2.
 - a. Community agrees to pay Clean Harbors for services under this agreement in accordance with the attached HHW RFP Response Cost Proposal dated March 2006.
 - b. Community agrees to pay Clean Harbors within forty five (45) days of receipt of the invoice. Interest shall accrue at the rate of one and one half (1.5%) percent per month, or at the maximum rate allowed by law, after forty five (45) days. In the event that legal or other action is required to collect unpaid balances or invoices, Community agrees to pay all costs of collection, including reasonable attorney's fees, which may be incurred by Clean Harbors.
3. The Community shall provide a police officer when needed to maintain order, and an authorized representative ("Community Coordinator") at the Site.
4. Clean Harbors shall accept only household hazardous wastes for transportation and disposal from those individuals who are approved by the Community Coordinator in such amounts as are approved by the Community Coordinator.

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5. The Community hereby grants to Clean Harbors the absolute right to reject any Wastes delivered to the site.
6. Clean Harbors shall be deemed to be the “generator” of all Wastes accepted by Clean Harbors at the Site.
7. Clean Harbors shall transport for disposal all Wastes which it has accepted at the Site. Such Wastes shall be transported to licensed facilities for lawful disposal.
8. Clean Harbors represents that it shall possess on the day of collection:
 - a. A valid Environmental Protection Agency identification number for generation and transportation of hazardous wastes;
 - b. A valid state transporter’s license for transportation of hazardous and acutely hazardous wastes;
 - c. A vehicle identification device for each vehicle used by Clean Harbors to transport Wastes from the Site;
 - d. Authorization from the Interstate Commerce Commission and the appropriate state agency to operate a common carrier;
 - e. Liability insurance for claims resulting from bodily injury or death and property damage evidenced by a Certificate of Insurance;
 - f. All other state and federal permits and licenses necessary to legally transport Wastes in interstate commerce.
9. Title to all Wastes accepted by Clean Harbors at the Site shall pass to Clean Harbors.
10. Clean Harbors represents that it understands the currently known hazards to persons, property and the environment resulting from the transportation, treatment and disposal of Wastes. Clean Harbors further represents that it will perform all services under this Agreement in a safe, efficient and lawful manner, using industry-accepted practices and methods.
11. The Community shall use best efforts to assure that all Wastes approved by the Community Coordinator are the Household Wastes of community residents. The community represents and warrants that execution of this Agreement by the signatories below has been duly authorized and is in conformance with applicable provisions of state and local law. Any municipality participating in the Community in which the legislative body shall fail to appropriate funds for household hazardous waste disposal in any fiscal year covered by this agreement, shall be relieved of its obligations under this agreement for that fiscal year, and the hazardous waste of its residents shall not be accepted at any of the regional collection events held pursuant to this agreement during that fiscal year.

12. Clean Harbors shall perform this Agreement as an independent contractor and shall have and maintain complete control over its employees, agents and operations. Clean Harbors and its agents and employees shall not represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the Community. Community agents or employees, the Community Coordinator and the police officer identified in Paragraph 3 shall not represent, act, purport to act or be deemed the agent, representative, employee or servant of Clean Harbors.

13. Any notice of other communication given under this Agreement shall be in writing and mailed or delivered as follows:

To Community:

Housatonic Resources Recovery Authority
Attn: Director
Old Town Hall
162 Whisconier Road
Brookfield, CT 06804

To Clean Harbors:

Clean Harbors Environmental Services, Inc.
1501 Washington Street
P. O. Box 859048
Braintree, MA 02185-9048
Attn: General Counsel (Urgent Contract Matter)

14. If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.

15. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

16. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the law of the State of Connecticut and the parties agree to submit to the jurisdiction of the courts of the State of Connecticut for any disputes arising under this Agreement.

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IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representatives.

Sponsor – City of Danbury

Clean Harbors

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sponsor – Town of Ridgefield

Sponsor – Town of Newtown

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sponsor – Town of Redding

Sponsor – Town of New Fairfield

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sponsor – Town of Bridgewater

Sponsor – Town of Roxbury

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sponsor – Town of Bethel

By: _____

Title: _____

Date: _____