

TOWN OF CANTON, CONNECTICUT

**ADDENDUM TO CONTRACTUAL AGREEMENT
FOR THE HAULING AND DISPOSAL OF SLUDGE**

The Town of Canton (hereafter referred to as "Customer") and DW Transport and Leasing, Inc. (hereinafter referred to as "Contractor") have previously entered in to an agreement for the transport and disposal of sludge from the Canton Water Pollution Control Facility dated December 30, 2014 (hereinafter referred to as "Agreement"). This Addendum (hereinafter referred to as "Addendum") is made the 23rd day of August, 2019 and modifies the terms of the Agreement.

WITNESSETH

WHEREAS, pursuant to the Agreement, Customer paid to Contractor a fee for both the transport and disposal of sludge from the Canton Water Pollution Control Facility.

WHEREAS, pursuant to the Agreement, Contractor was to dispose the sludge at the Metropolitan District Commission facilities (hereinafter referred to as "MDC") or in the alternative if MDC was not available, at the Mattabasset District Facility.

WHEREAS, the Customer has paid the Contractor for all costs for the transport and disposal of sludge pursuant to the terms of the Agreement.

WHEREAS, on or about August 15, 2019, Customer was notified by MDC that MDC would no longer accept the Contractor paying for sludge disposal on behalf of the Town and that the Town would have to pay the cost of disposal directly to MDC.

WHEREAS, MDC claimed the reason for the change is that Contractor had failed to pay MDC for services rendered.

WHEREAS, Contractor has acknowledged that due to no fault of Customer, Contractor and MDC have internal disagreements that have prevented Contractor from being able to pay the disposal fees directly.

WHEREAS, Contractor has acknowledged to Customer that it can no longer perform the requirements of the Agreement in that they can no longer pay MDC directly and that they do not have an immediate alternative disposal site.

NOW THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

A. Customer to Pay MDC Directly

Customer and Contractor hereby agree that from the date of this Addendum until the Agreement terminates, Customer shall pay the disposal fee directly to MDC for all of Customer's sludge

disposed by Contractor. Customer shall not be liable and shall not pay to MDC, or any other disposal site, any disposal fees for Customer's sludge that may have been disposed prior to the date of this Addendum.

B. Customer to Pay Contractor Cost of Hauling Only

Customer shall pay to Contractor the cost of hauling sludge to a disposal site only. The Customer shall not be responsible to pay Contractor the cost of sludge disposal after the date of the Addendum.

C. Costs Shall Not Increase

Contractor acknowledges and agrees that total cost paid by Customer for hauling and disposal from the date of this Addendum shall not exceed the cost as specified in the Agreement.

D. Indemnification

The Contractor shall defend, indemnify, and hold harmless the Customer, its directors, officers, and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties, and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), which arise solely out of Contractor's failure to comply with its obligations under the Agreement or this Addendum and which are not caused, in whole or in part, by Customer's failure to comply with any of its obligations under this Contract and/or the negligent or intentional act or omission of the Customer. Contractor specifically acknowledges that it is Contractor's obligation and requirement as part of this Addendum to pay any and all disposal fees for the disposal of Customer's sludge for the disposal of Customer's sludge on or before the date of this Addendum.

E. Non-Waiver of Rights

Customer does not waive the right to terminate this Agreement at any time now or in the future for a breach of this Agreement. Customer's failure to enforce any requirement at this time or in the future is not to be considered a waiver of enforcing such a right in the future.

F. Non-Renewal of Contract

Customer hereby notifies, and Contractor here acknowledges, that it is the intent of Customer to not renew the Agreement beyond its termination date of December 31, 2019. Customer is intending to bid future sludge transportation and disposal services through a competitive bid process.


G. All Other Terms and Conditions Remain

Customer and Contractor hereby acknowledge that all other terms and conditions in the Agreement, except as modified herein, shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this Addendum this 23rd day of August, 2019.

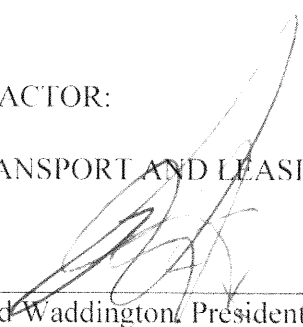
CUSTOMER:

TOWN OF CANTON

By 
Robert H. Skinner, Chief Administrative Officer

CONTRACTOR:

DW TRANSPORT AND LEASING, Inc.

By  B-23-19
David Waddington, President