



## FOOD WASTE RECYCLING AGREEMENT

THIS FOOD WASTE SUPPLY AGREEMENT (the "Agreement") is entered into on 1, July, 2024 by and between QUANTUM BIOPOWER, LLC, a Connecticut limited liability company with a principal office at 49 DePaolo Drive, Southington, CT 06489 ("Quantum"), and Town of Canton, a Connecticut municipality with its principal office at Canton, CT (the "Supplier"). In consideration of the mutual promises and commitments made in this Agreement, and intending to be legally bound, Quantum and the Supplier agree to the terms set forth in this Agreement.

1. **Scope and purpose.** Quantum is in the business of receiving and processing Food Waste at its anaerobic digester solids receiving unit located at 49 DePaolo Drive, Southington, CT 06489 (the "Facility"). The Supplier has Food Waste for disposal, in quantities described below. The purpose of this Agreement is for Quantum to provide disposal and processing services for the Supplier's Food Waste, for a fee.
2. **Food Waste.** As used in this Agreement, the term "Food Waste" means organic food waste. Food Waste could come from either source separated organic materials, or packaged goods.
3. **Sampling and testing.**
  - a. **Biochemical acceptability.** Quantum will sample and test the initial delivery of the Supplier's Food Waste, and periodically thereafter, to determine whether the Food Waste is biochemically acceptable for processing in the Facility, based on its nutrient intensity and recycling potential, among other parameters.
  - b. **Contamination.** Quantum will sample and test the initial delivery of the Supplier's Food Waste, and periodically thereafter, to determine whether the Food Waste has excessive contamination by foreign objects, including, but not limited to metal, glass, plastic, and wood.
  - c. **Results.** Quantum will send a written notice of its acceptance or rejection of the Food Waste to the Supplier.
4. **Non-conforming Food Waste.** The Supplier shall make all reasonable efforts to ensure that the Food Waste is free of excessive contamination by foreign objects, including, but not limited to metal, glass, plastic, and wood. For packaged goods, the Supplier shall make all reasonable efforts to ensure that the Food Waste is delivered on pallets or in another similar manner that facilitates unloading with fork lifts. The Supplier shall make all reasonable efforts to ensure that the Food Waste is free of hazardous materials. If contamination is excessive, the Food Waste from packaged goods is delivered in a disorganized manner, and/or the Food Waste contains hazardous materials, Quantum shall have the right to issue penalties described in paragraph 6.b and/or suspend delivery of Food Waste from the Supplier.
5. **Fees.**

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  - a. **Base fee.** Quantum shall provide the disposal and processing services for a fee equal to \$65.00 per ton during the agreed term.
  - b. **Non-conforming Food Waste penalties.** If the Food Waste from source separated organic material has excessive contamination, Quantum shall charge a contamination penalty of \$200 per load.
    - i. **Refer to Appendix A- Acceptable Forms of Food Waste**
  - c. **Billing.** Quantum will bill the Supplier weekly through a standard invoice. Payment is due 15 days from date of issuance of the invoice. If the Supplier's payments are more than 30 days past due, Quantum shall have the right to suspend the Supplier's delivery of Food Waste until all outstanding fees are fully paid.
6. **Delivery logistics.** Quantum's normal business hours are 7 a.m. to 4 p.m., Monday through Friday. The Supplier's trucks enter the Facility at the main driveway and must stop at the guard shack to state their business. Once approved, they proceed over the scale located in front of the guard shack. They are scaled and proceed to the stop sign located in front of Quantum's facility. From there, they are greeted by Quantum staff and directed for offload.
  - a. **Transportation.** The Supplier is responsible for all transportation costs to and from the Facility.
7. **Term.** This Agreement shall expire on July 1, 2025
8. **Termination.** Either party may terminate this Agreement at any time, for any reason, effective 90 days after written notice to the other party. Termination of the Agreement does not relieve the Supplier of its obligations to pay any outstanding fees under Paragraph 6, or its obligations of non-disclosure and confidentiality under Paragraph 8.
9. **Insurance.** The Supplier shall name Quantum Biopower Southington LLC, B&R Corporation and Supreme Forest Products an Additional Insured and Certificate Holder to the Supplier's general liability and vehicle liability insurance policies in an amount no less than \$1 million per occurrence, and the Supplier shall provide proof thereof to Quantum, in writing.
10. **Independent contractors.** Quantum and the Supplier are independent contractors. This Agreement is not, under any circumstances, to be construed as creating any joint venture, partnership, employment or agency relationship between Quantum and the Supplier. Quantum and the Supplier will each be solely responsible for the direction and control of the work of its own employees, and each will assume complete responsibility for the personal safety of its respective employees. In no event will the employees of one party be deemed to be employees of the other for any purpose.
11. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party and its officers, directors, agents and employees from and against all claims, suits, demands, actions, proceedings, judgments, penalties, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable legal and expert witness fees) resulting from any and all third-party claims against the other party arising from or relating to (a) the party's breach of the Agreement, (b) the party's performance under the Agreement, and/or (c) the party's violation of applicable law or regulation.
12. **LIMITATIONS ON LIABILITY.** EXCEPT FOR CLAIMS PERTAINING TO CONFIDENTIAL INFORMATION, THIRD-PARTY CLAIMS UNDER THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT, OR DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR

CONSEQUENTIAL DAMAGES, OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS OR LOSS OF USE OF FACILITIES OR EQUIPMENT, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

13. **Successors and assigns.** Neither party shall assign, transfer or subcontract services to be provided under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of each party's permitted successors and assigns.
14. **Force Majeure.** Neither party shall be deemed to have defaulted or failed to perform under this Agreement if that party's inability to perform or default shall have been caused by an event or events beyond the control and without the fault of that party, including fire, flood, explosion, act of God or a public enemy, strike, labor dispute, civil riot, public emergency, quarantine, and/or the inability to procure necessary materials, supplies, or equipment for the processing, storage and/or delivery of the Food Waste ("Force Majeure Event"). Upon the occurrence of the Force Majeure Event, the party claiming the Force Majeure Event shall notify the other party in writing within ten (10) days of such event and, to the extent possible, inform the other party of the expected duration of the Force Majeure Event and the quantity of Food Waste to be affected by the suspension or curtailment of this Agreement. A Force Majeure Event does not relieve the Supplier of its obligations to pay any outstanding fees under Paragraph 6, or its obligations of non-disclosure and confidentiality under Paragraph 8.
15. **Severability and reformation.** All parts of this Agreement are severable. If any part of this Agreement or the application of any part of this Agreement to any person, to any circumstance, or to any claim is determined by any court of competent jurisdiction to be unlawful, invalid, unenforceable, void, or voidable, to any extent for any reason, the application of such part of this Agreement to any other person, to any other circumstance, or to any other claims shall be unaffected thereby and all other parts of this Agreement will remain in full force and shall continue to be enforceable to the fullest and greatest extent permitted by law. If any court of competent jurisdiction determines that any part of this Agreement is unlawful, invalid, unenforceable, void, or voidable, the court may reform such part of this Agreement to limits that it finds to be lawful, valid, and enforceable.
16. **Waiver.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.
17. **Governing law.** This Agreement shall, in all respects, be governed by and interpreted under and in accordance with the laws of the state of Connecticut or any applicable federal law.
18. **Entire agreement.** This Agreement constitutes a complete and final agreement between the parties and supersedes and replaces all prior or contemporaneous agreements, negotiations, or discussions relating to its subject matter. Any amendment, modification, or waiver of this Agreement shall not be effective unless in writing and agreed to and executed by Quantum and the Supplier.
19. **Intent to be bound.** This Agreement is being signed by Quantum and the Supplier with the intent to be legally bound. The signatories below are duly authorized representatives of each party.

Quantum Biopower, LLC

Signature:

Brian M. Pagani

Name:

BRIAN M. PAGANI

Title:

V.P.

Date:

6/19/24

The Town of Canton

Signature:

Robert A. Skinner

Name:

Robert A. Skinner

Title:

CAO

Date:

7/1/24

Appendix A – Acceptable Food Waste