Town Council
Town of Trumbull
CONNECTICUT
www.trumbull-ct.gov

TOWN HALL
Trumbull

TELEPHONE
(203) 452-5000

RULES & RESEARCH COMMITTEE
AGENDA
AUGUST 31, 2026

Joy Colon, Chairman	Jennifer Winschel, Vice Chairman
Bill Mecca	Steve Spillane
Tony Scinto	John Foreman
Matt Dunn, Alternate	Brian Walsh, Alternate

NOTICE is hereby given that the Rules & Research Committee of the Trumbull Town Council will hold a meeting with respect to the following proposed resolutions at the Trumbull Town Hall on August 31, 2026, at 7:00 p.m.

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1. RESOLUTION TC31-54: To consider and act upon a resolution which would approve the appointment by the First Selectman of Arnold Gerst as a member of the Land Acquisition Committee for a term extending to the first Monday of December 2027. (Vacancy)

2. RESOLUTION TC31-55: To consider and act upon a resolution which would approve the appointment by the First Selectman of George Christian as a member of the Land Acquisition Committee for a term extending to the first Monday of December 2029. (Vacancy)

3. RESOLUTION TC31-56: To consider and act upon a resolution which would approve the appointment by the First Selectman of Kevin Kroszner as a member of the Land Acquisition Committee for a term extending to the first Monday of December 2028. (White)

4. RESOLUTION TC31-57: To consider and act upon a resolution which would approve the appointment by the First Selectman of Wynn Gadkar-Wilcox as a member of the

Land Acquisition Committee for a term extending to the first Monday of December 2026. (Vacancy)

5. RESOLUTION TC31-58: To consider and act upon a resolution which would approve the appointment by the First Selectman of Maxwell Palmer as a member of the Trumbull Education and Government Access Television Commission for a term extending to the first Monday of December 2027. (Haulund)

6. RESOLUTION TC31-59: To consider and act upon a resolution which would approve the appointment by the First Selectman of Michael DeFeo as a member of the Golf Course Commission for a term extending to the first Monday of 2028. (Vacancy)

7. RESOLUTION TC31-60: To consider and act upon a resolution which would appoint Paul Timpanelli to the Representative Policy Board of the Aquarion Water Authority for a term ending June 30, 2028, or until a successor is duly appointed and confirmed.

RESOLUTIONS

1. RESOLUTION TC31-54: BE IT RESOLVED, That the appointment by the First Selectman of Arnold Gerst as a member of the Land Acquisition Committee for a term extending to the first Monday of December 2027 be and the same is hereby approved.

2. RESOLUTION TC31-55: BE IT RESOLVED, That the appointment by the First Selectman of George Christian as a member of the Land Acquisition Committee for a term extending to the first Monday of December 2029 be and the same is hereby approved.

3. RESOLUTION TC31-56: BE IT RESOLVED, That the appointment by the First Selectman of Kevin Kroszner as a member of the Land Acquisition Committee for a term extending to the first Monday of December 2028 be and the same is hereby approved.

4. RESOLUTION TC31-57: BE IT RESOLVED, That the appointment by the First Selectman of Wynn Gadkar-Wilcox as a member of the Land Acquisition Committee for a term extending to the first Monday of December 2026 be and the same is hereby approved.

5. RESOLUTION TC31-58: BE IT RESOLVED, That the appointment by the First Selectman of Maxwell Palmer as a member of the Trumbull Education and Government Access Television Commission for a term extending to the first Monday of December 2027 be and the same is hereby approved.

6. RESOLUTION TC31-59: BE IT RESOLVED, That the appointment by the First Selectman of Michael DeFeo as a member of the Golf Course Commission for a term extending to the first Monday of 2028 be and the same is hereby approved.

7. RESOLUTION TC31-60: BE IT RESOLVED by the Town Council of the Town of Trumbull that the appointment of Paul Timpanelli to the Representative Policy Board of the Aquarion Water Authority is hereby confirmed for a term ending June 30, 2028, or until a successor is duly appointed and confirmed. (Full Resolution Attached)

FULL RESOLUTION

RESOLUTION TC31-60:

AQUARION WATER AUTHORITY

WHEREAS, the Town of Trumbull is entitled to representation on the Representative Policy Board of the Aquarion Water Authority; and

WHEREAS, the First Selectman has submitted the appointment of Paul Timpanelli to serve as the Town of Trumbull's representative; and

WHEREAS, the Town Council has reviewed said appointment.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Trumbull that the appointment of Paul Timpanelli to the Representative Policy Board of the Aquarion Water Authority is hereby confirmed for a term ending June 30, 2028, or until a successor is duly appointed and confirmed.

Connecticut TIRE STEWARDSHIP

TIRE COLLECTION PROGRAM COVERED ENTITY AGREEMENT

Between Connecticut Tire Stewardship LLC

and:

_____

Connecticut Tire Stewardship LLC
1400 K Street NW, Suite 900
Washington, DC 20005

TIRE COLLECTION PROGRAM COVERED ENTITY AGREEMENT

This Agreement, including the attached terms and conditions and Attachments hereto, (the "Agreement") is made effective as of _____ (the "Effective Date") by and between

_____ located at _____

(the "Covered Entity") and Connecticut Tire Stewardship LLC ("CTS") located at 1400 K Street NW, Suite 900, Washington, DC 20005 (each individually, a "Party," collectively the "Parties").

RECITALS

WHEREAS:

1. In 2023, the State of Connecticut enacted a tire extended producer responsibility law, codified at Conn. Gen. Stat. Ann. § 22a-905i, including as amended, ("Tire EPR Law") requiring certain entities to establish and implement a "Program" (defined below) for the collection and recycling of certain tires.

2. CTS was formed to establish and implement the Program under the Tire EPR Law.

3. CTS desires to enter into this Agreement for the purpose of collecting certain tires under the Program, among other services;

4. Covered Entity desires to enter into this Agreement to participate in the Program by collecting certain tires at its "Drop-Off Sites" (defined below), among other services.

5. The Parties wish to enter this Agreement, which provides the terms and conditions under which Covered Entity will participate in the Program as a Drop-Off Site.

NOW, THEREFORE, for and in consideration of the terms of this Agreement and the mutual promises and covenants contained herein, the Parties hereto agree to this Agreement.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

By:

_____	_____
Authorized Signatory Name	Authorized Signatory Name
Connecticut Tire Stewardship LLC	**Covered Entity**
_____	_____
Print Title	Print Title
Date: _____	Date: _____

TIRE COLLECTION PROGRAM COVERED ENTITY AGREEMENT

TERMS AND CONDITIONS

1 Definitions.

1.1 "Applicable Laws" means all applicable federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, and orders, of any governmental authority, entity, or agency, whether federal, state, municipal, local, or other government body or subdivision, including but not limited to Conn. Gen. Stat. Ann. § 22a-905i, including as amended (originally adopted as Connecticut's "An Act Concerning Extended Producer Responsibility for Tires"), applicable fire codes, Regs. Conn. State Agencies §§ 22a-209-08 & 22a-209-10, applicable requirements at United States Code Title 29, Chapter 15 (Occupational Safety and Health) and regulations adopted thereunder and Conn. Gen. Stat. Ann. Title 31, Chapter 571 (Occupational Safety and Health Act) and regulations adopted thereunder, and those relating to worker or public health and safety, the environment, the Program, or privacy, as applicable.

1.2 "Covered Entity Services" means all obligations for which Covered Entity is responsible as described in this Agreement.

1.3 "Covered Products" means the materials that are eligible to be collected through the Program, subject to any reasonable restrictions based on number, source, or condition that Covered Entity imposes under the Program Guidelines.

1.4 "CTS Services" means means all obligations for which CTS is responsible as described in this Agreement.

1.5 "Drop-Off Sites" means all permanent collection facilities owned, leased, subleased, controlled, or operated by Covered Entity and added to this Agreement according to its terms.

1.6 "Effective Date" means the date defined as the Effective Date on page 2 of this Agreement.

1.7 "Haulers" means independent contractors, including their subcontractors or assignees, hired by CTS to transport Covered Products from the Drop-Off Sites or to transport or provide collection receptacles.

1.8 "Non-Covered Products" means products or materials not covered by the Program that Covered Entity collects, manages, or accumulates.

1.9 "Program" means the tire stewardship program CTS operates pursuant to C.G.S.A. § 22a-905i, including as amended.

1.10 "Program Guidelines" means the "Tire Collection Program Drop-Off Site Guidelines" in Attachment A, as may be updated as needed by CTS.

1.11 "State" means the State of Connecticut.

1.12 "Term" is the Term of this Agreement pursuant to Agreement § 2.

1.13 "Written" or "In Writing" means in a written communication in hardcopy or electronic form, including e-mail.

2 Agreement Term.

2.1 **Term.** This Agreement will commence on the Effective Date and, unless terminated under Agreement § 11 ("Termination of Agreement"), will remain in full force and effect for a period of two (2) years (such two-year period, the "Initial Term").

2.2 **Renewal.** Immediately after the expiration of the Initial Term, and any subsequent term, this Agreement will automatically renew for an additional one (1) year, unless either Party notifies the other In Writing at least sixty (60) days in advance of the expiration of the then-current term that the Agreement will not be renewed. The Initial Term and any subsequent term(s) are referred to herein as the "Term."

2.3 **Expiration.** If either Party provides notice that the Agreement will not be renewed, unless otherwise instructed by CTS, before the end of the Agreement Term Covered Entity shall assemble all collection receptacles supplied by CTS whether or not full and make them available for pick up by a Hauler or CTS at one of the Drop-Off Sites.

3 General Covered Entity Responsibilities at Drop-Off Sites.

3.1 **Managing Covered Products.** On and after an activation date mutually agreed by the Parties in Writing, Covered Entity shall collect Covered Products at Drop-Off Sites and pack them into collection receptacles or collection areas for pick-up by Haulers. Covered Entity shall manage all Covered Products collected at the Drop-Off Sites and not process or dispose of Covered Products by any other method without the prior Written approval of CTS (excepting as necessary in response to events described in Agreement § 16.2).

3.2 **Drop-Off Sites.** Either Party may amend Attachment B ("Drop-Off Site Information") to add or delete Drop-Off Sites in the State subject to the other Party's prior Written approval for each such addition/deletion.

3.3 **Collection Receptacles and Areas.** Each Drop-Off Site must use collection receptacles and/or collection areas approved by CTS, such approval not to be unreasonably withheld if the collection receptacles and/or areas are securely locked, provide cover from precipitation, and otherwise comply with Applicable Laws and Connecticut DEEP guidelines.

3.4 **Operational Responsibility.** Covered Entity:

a. Must make day-to-day and critical decisions regarding the Covered Entity Services, including without limitation the management and supervision of all activities comprising the Covered Entity Services; and

b. Is responsible for and will manage at its sole expense in compliance with Applicable Laws any and all Non-Covered Products it collects or manages or accumulates at the Drop-Off Sites; CTS in no way accepts responsibility for such Non-Covered Products; and

c. Will not commingle or accumulate Non-Covered Products with Covered Products in collection receptacles or collection areas; and

d. Will provide Covered Entity Services only by competent trained personnel under the management, supervision, and direction of, or in the employment of, Covered Entity; and

e. Must train its personnel performing Covered Entity Services on compliance with Applicable Laws; and

f. Shall make best efforts to comply in all material respects with the Program Guidelines (except to the extent the Program Guidelines conflict with other terms of this Agreement or any Applicable Laws); Covered Entity must promptly notify CTS In Writing if Covered Entity is unable to comply with any aspect of the Program Guidelines.

g. Shall post CTS-provided Program signage and otherwise make available CTS-provided Program outreach and educational materials as requested by CTS pursuant to its Program.

3.5 **Reporting.** The reporting, recordkeeping, and notification requirements identified in this Agreement or otherwise by CTS are an integral part of the Covered Entity Services. Covered Entity shall comply with all reasonable requests from CTS for preparation, access, review, and/or adjustment of these deliverables throughout the Term of this Agreement.

3.6 **Hauler Pickup.**

a. Covered Entity shall notify CTS or, at CTS's discretion, Haulers, in advance of when collection receptacles or collection areas will be full and ready for pick-up, or sooner if earlier pickups are necessary for Covered Entity to comply with Applicable Laws. The minimum number of Covered Products required for a Hauler pick-up at a Drop-Off Site is 50 Passenger Tires or 5 Cubic Yards, unless an earlier pickup is necessary for Covered Entity to comply with Applicable Laws.

b. In addition to, or in lieu of, collection initiated by Covered Entity in Agreement § 3.6(a), at CTS's discretion, CTS or Hauler may provide Covered Entity a schedule for collection of Covered Products.

c. Covered Entity shall ensure Hauler is able to access collection receptacles or collection areas at the time of Hauler pick-up during normal business hours at a Drop-Off Site pursuant to this Agreement.

3.7 **No Culling.** Covered Entity shall not cull, for resale or other use, Covered Products deposited at a Drop-Off Site.

4 Representations and Warranties.

4.1 **Mutual Representations and Warranties.** The Parties each represent, covenant, and warrant that:

a. It is an entity in good standing and qualified to carry on business in the State and has all necessary approval, capacity, and authority to enter into this Agreement and fully perform its obligations under this Agreement; and

b. This Agreement does not in any way conflict with any of its other agreements; and

c. It is currently, and shall remain, in compliance with Applicable Laws regarding its obligations under this Agreement.

4.2 **Covered Entity Representation and Warranty.** Covered Entity represents, warrants, and covenants that it and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the Term of the Agreement, all permits, licenses, certificates, or approvals required by Applicable Laws to perform the Covered Entity Services. Covered Entity also represents, warrants, and covenants that it and/or its employees or agents are qualified to perform the Covered Entity Services.

5 CTS General Obligations.

5.1 **Coordinating Transportation and Processing.** CTS:

a. Shall arrange for a Hauler to be available to pick up collected Covered Products from any Drop-Off Site pursuant to Agreement § 3; and

b. Shall arrange for the Hauler to transport such Covered Products after pick-up to intermediary locations, processors, or other final destinations that are part of the Program; and

c. Shall require the Hauler to manage all Covered Products picked up by the Hauler from a Drop-Off Site in accordance with Applicable Laws and the Program.

5.2 **Supplying Collection Receptacles.** If Covered Entity does not possess a collection receptacle or collection area approved pursuant to Agreement § 3.3 for a Drop-Off Site, CTS or a Hauler will provide a suitable collection receptacle or identify a mutually acceptable collection area for that Drop-Off Site before collection begins under this Agreement. All collection receptacles supplied by CTS or a Hauler will remain the property of CTS or Hauler.

5.3 **No Exclusivity.** Nothing herein creates an exclusive arrangement between CTS and Covered Entity. Covered Entity may not restrict CTS from contracting with other entities under the Program, including without limitation other service providers with waste collection facilities in Covered Entity's geographical region.

6 Title and Risk Of Loss; Disclaimers.

6.1 **Hauler's Title and Risk of Loss.**

a. As between Covered Entity and CTS, Covered Entity has title to and risk of loss and liability for any and all Covered Products and Non-Covered Products that Covered Entity receives or possesses at the Drop-Off Sites, including without limitation any risk of loss and liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* and under Applicable Laws.

b. Notwithstanding the foregoing, once a Hauler accepts for transportation any Covered Products collected by Covered Entity under this Agreement, title to and risk of loss and liability for those Covered Products will transfer to that Hauler. CTS at no time takes title to, risk of loss of, or assumes liability for any Covered Products or Non-Covered Products; however, for the Covered Products that Covered Entity collects under the Program, CTS shall require in its contracts with its Haulers that the Haulers accept such title and risk of loss and liability upon accepting those Covered Products for transportation from a Drop-Off Site.

c. Haulers shall have any title to, risk of loss of, and liability for any collection receptacles they provide Covered Entity. CTS shall require in its contracts with its Haulers that Haulers accept such title, risk of loss, and liability.

6.2 DISCLAIMER OF RESPONSIBILITY. CTS HAS NO AUTHORITY OR RESPONSIBILITY TO MANAGE, DIRECT, OR SUPERVISE EMPLOYEES, REPRESENTATIVES, OR AGENTS OF COVERED ENTITY, INCLUDING WITHOUT LIMITATION HOW THEY PERFORM THE COVERED ENTITY SERVICES AND ACHIEVE COMPLIANCE WITH APPLICABLE LAWS. CTS DOES NOT HAVE RESPONSIBILITY FOR MAKING DAY-TO-DAY AND CRITICAL DECISIONS REGARDING THE COVERED ENTITY SERVICES, INCLUDING WITHOUT LIMITATION THE MANAGEMENT OR SUPERVISION OF ANY ACTIVITIES COMPRISING THE COVERED ENTITY SERVICES. CTS IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY OR NATURAL RESOURCES ARISING FROM OR RELATING TO THE PERFORMANCE OF THE COVERED ENTITY SERVICES.

6.3 **WAIVER OF DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, ENHANCED OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ECONOMIC DAMAGES AND LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR COVERED ENTITY SERVICES OR CTS SERVICES THEREUNDER, REGARDLESS OF WHETHER: (A) SUCH DAMAGES WERE FORESEEABLE; (B) THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**

7 Payment

7.1 **Payment.** Covered Entity shall not be responsible for paying the charges of CTS or Haulers for CTS Services.

7.2 **No Disposal Fees.** Pursuant to C.G.S.A. § 22a-905i(j), Covered Entity may not charge for the receipt of Covered Products that are discarded in the State.

7.3 **No Access or User Fee.** If a State resident is accessing a Drop-Off Site solely to participate in the Program, Covered Entity may not charge that resident a fee for such access.

7.4 **Decals.** Covered Entity will provide State residents, free of charge, any necessary decal allowing them to deposit Covered Products at a Drop-Off Site. Notwithstanding the foregoing, nothing herein prohibits Covered Entity from charging State residents for a decal for depositing Non-Covered Products.

8 Audit and Inspection Rights.

8.1 **Compliance Monitoring.** CTS and its representatives may (a) monitor and verify that Covered Entity has complied with this Agreement and Applicable Laws; and (b) consult with Covered Entity about such compliance; provided, however, that CTS shall not, and affirmatively disclaims any ability to, control, supervise, or manage (i) the employees of Covered Entity, (ii) the activities undertaken by Covered Entity in the performance of this Agreement, and (iii) the means by which Covered Entity meets all requirements, including without limitation Applicable Laws.

8.2 **Site Inspections.** CTS and its representatives may, audit and inspect, with full access, Covered Entity's Drop-Off Sites during the Drop-Off Sites' hours of operation, as well as any other site at which Covered Entity performs Covered Entity Services. CTS will provide Covered Entity with at least seventy-two (72) hours' notice before any such audit or inspection.

8.3 **CTS Audit Rights.** Covered Entity will maintain and make available to CTS, during regular business hours, accurate books and accounting records relating to the Covered Entity Services under this Agreement. Covered Entity will permit CTS to audit, examine, and make excerpts and transcripts, for any books or records, and to make audits of invoices, materials, and other data related to all other matters covered by this Agreement.

8.4 **Record Retention.** Covered Entity shall maintain data and records related to this Agreement in an accessible location and condition for a period of not less than three (3) years, or the time required under Applicable Laws, whichever is later.

8.5 **Recordkeeping**. In addition to any other records CTS reasonably requests, Covered Entity shall maintain the following records (which may include records that are made available by Hauler or a processor through the RLG portal):

a. for each pick-up of Covered Products by a Hauler from a Drop-Off Site, a bill of lading or equivalent shipping documentation specifying the following:

i. the name, address, and telephone number of both the originating Drop-Off Site and the Hauler; and

ii. any registration number of the Hauler; and

iii. the destination of the Covered Products; and

iv. the quantity and type of Covered Products being transported; and

v. the date on which the Hauler accepted the Covered Products from the originating location; and,

vi. the signatures of both the Hauler and a representative of the originating Drop-Off Site;

b. records of any inspections required by Applicable Laws;

c. Covered Product Drop-Off Logs (*e.g.*, quantity, state of residence); and

d. Employee training records, as described in and required by the Program Guidelines.

9 Indemnification.

9.1 To the extent permitted by Applicable Laws, CTS shall defend, indemnify, and hold harmless Covered Entity from and against all claims, suits, demands, obligations, losses, damages, expenses, and causes of action ("Losses") from third-party (including but not limited to government) claims to the extent arising out of or related to (a) CTS's material breach of this Agreement; or (b) CTS or Hauler's negligence, recklessness, or willful misconduct.

9.2 Notwithstanding Agreement § 9.1, CTS shall not be liable for Losses under Agreement § 9.1 to the extent such Losses arise out of or relate to Covered Entity's: (a) material breach of this Agreement; or (b) negligence, recklessness, or willful misconduct.

10 Insurance. Covered Entity shall provide at its own expense general liability insurance with limits of not less than one (1) million dollars for each occurrence, as well as any other insurance to the extent and in the amounts required by Applicable Laws, for example and without limitation, environmental liability insurance, worker's compensation, automobile insurance, etc. Covered Entity shall add CTS as an additional insured to the general liability policy, and environmental liability policy, if available, through a blanket additional insured endorsement providing coverage for liability arising out of the Covered Entity's premises or its operations separate from this Agreement. Upon written request, Covered Entity will provide CTS with corresponding certificates of insurance and copies of such endorsements.

11 Termination of Agreement.

11.1 **Termination for Cause.** Either Party may terminate this Agreement under the following conditions:

a. Immediately upon prior Written notice if the other Party has breached any material provision of this Agreement, and has failed to cure such breach within thirty (30) days of receiving written notification of such breach; or

b. upon seven (7) days' prior Written notice if the other Party has violated Applicable Laws.

Any notice of termination must specify the date of termination and the reasons for termination.

11.2 **Termination for Convenience.** Either Party may terminate this Agreement (in whole or in connection with one or more particular Drop-Off Sites) at any time without cause upon thirty (30) days' prior Written notice to the other Party.

11.3 **Program Termination.** If CTS's Program in the State is terminated, disapproved, or otherwise discontinues operations, CTS may terminate this Agreement upon (60) days' prior Written notice to Covered Entity.

11.4 **Effect of Termination.** If this Agreement is terminated under this Agreement § 11 or expires under Agreement § 2, CTS shall remove or cause the removal of any collection receptacles Covered Entity assembles pursuant to Agreement § 2.3. The obligation in this Agreement § 11.4 shall be CTS's sole financial obligation with respect to any termination or expiration of the Agreement.

12 Assignment and Subcontracting.

12.1 **Limitations on Assignment.** Neither Party may assign, subcontract, novate, or otherwise transfer (including transfer by operation by law) this Agreement or the obligations and rights hereunder without the express Written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment, subcontracting, novation, or other transfer made in violation of this Agreement § 12 is void and has no effect. Notwithstanding the foregoing, by providing Written notice of transfer or an assignment, without the other Party's Written consent either Party may transfer or assign this Agreement or the obligations and rights hereunder: (i) to another entity in its corporate family; (ii) to its successor; or (iii) in connection with a transfer of ownership, merger, or acquisition of such Party.

12.2 **Approved Assignees and Subcontractors.** If an assignee, subcontractor, or other transferee is approved by CTS, such entity is bound by all the provisions of this Agreement, and Covered Entity shall be solely responsible for such entity's actions under this Agreement. However, nothing contained in this Agreement or otherwise creates any contractual relationship between CTS and such assignee, subcontractor, or other transferee. An assignment, subcontract, novation, or other transfer does not relieve Covered Entity of its responsibilities and obligations hereunder. It is Covered Entity's responsibility to ensure that any assignee, subcontractor, or other transferee is aware of and complies with the provisions of this Agreement relating to the obligations being performed by that assignee, subcontractor, or other transferee. Covered Entity agrees to be as fully responsible to CTS for the acts and omissions of its assignees, subcontractors, or other transferees as it is for its own acts and omissions.

13 Notices.

13.1 **Delivery of Notices.** Except where otherwise expressly authorized, notice will be by email, first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery. Notices will be addressed as set forth below. Either Party may change the address information below by providing Written notice to the other Party. Notice is effective upon delivery. If delivery is refused, notice must be attempted by an alternate method hereunder. If delivery is refused for more than one method of notice specified herein, notice is deemed to be effective as of the date the second notice was attempted.

CTS

To:	Connecticut Tire Stewardship LLC
Attn:	Jesse Schofield
Email:	jesse@recycletiresct.com_____
Phone:	860-508-7732_____
Address:	1400 K St NW Ste. 900_____
	Washington, DC 20005_____

_____

To:	_____
Attn:	_____
Email:	_____
Phone:	_____
Address:	_____
	_____

14 Independent Contractor Status.

14.1 **Relationship Between the Parties.** The Parties intend that Covered Entity, in performing the Covered Entity Services specified herein, is acting as an independent contractor and that Covered Entity will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the Parties of agent, servant, employee, partnership, joint venture, or association.

14.2 **Compensation of Employees.** Each Party, or its subcontractors, as appropriate, is solely liable and responsible for providing all compensation and benefits due to, or on behalf of, all persons performing work on its behalf in connection with this Agreement. Neither Party has any liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, worker's compensation, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the other Party.

14.3 **Workers' Compensation.** Each Party understands and agrees that all of its employees performing work pursuant to this Agreement on its behalf are, for purposes of Workers' Compensation liability, solely employees of that Party and not employees of the other Party. Each Party is solely liable and responsible for furnishing any and all Workers' Compensation benefits to its employees as a result of any injuries arising from or connected with any work performed by or on behalf of that Party pursuant to this Agreement.

14.4 **Relationship of Haulers.** Haulers are independent third-party contractors and are not employees, partners, or agents of either Party. Neither Party is liable for the acts or omissions of the Haulers under this Agreement.

15 *Dispute Resolution.*

15.1 **Good Faith Negotiation.** Both Parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this Agreement.

15.2 **Agreement to Arbitration.** Subject to the conditions and limitations of this Agreement § 15, any controversy or claim arising out of or relating to this Agreement will be exclusively settled by arbitration under the laws of the State, in accordance with the rules of the American Arbitration Association. Any decision of an arbitrator engaged under this Agreement § 15 is final, and enforceable upon both Parties. The Parties agree to consolidation of any arbitration between them with any other arbitration involving, arising from, or relating to this Agreement. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

15.3 **Enforcement of Arbitration.** Each Party hereto accepts the jurisdiction of the courts of the State for the purposes of enforcing an arbitration proceeding or arbitration decision pursuant to this Agreement § 15. Each Party will accept service of notice of the other Party's intent to proceed with arbitration, and of any other step in connection therewith or enforcement thereof, if such notice is In Writing and sent by certified letter addressed to said Party according to Agreement § 13, and such notice will have the same effect as if the Party had been personally served within the State.

15.4 **Performance During Dispute Resolution.** The Parties shall continue to perform their respective obligations during the dispute resolution process in a diligent and timely manner in accordance with all applicable provisions of this Agreement.

15.5 **Dispute Resolution Costs.** Each Party hereto shall bear the costs and expenses incurred by it in connection with such arbitration processes. The cost of any independent decision maker shall be shared equally between the Parties.

16 Compliance with Law; Safety, Health, and Environmental Protection.

16.1 **Compliance with Applicable Laws.** Each Party shall comply with Applicable Laws in performing its obligations under this Agreement.

16.2 **Notification of Events.** Covered Entity shall notify CTS as soon as possible, and in any case within twenty-four (24) hours of: (i) any circumstance or occurrence during the performance of the Covered Entity Services or CTS Services that requires reporting to any governmental authority under Applicable Laws; or (ii) any safety or environmental incident during the performance of the Covered Entity Services or CTS Services.

16.3 **Event Reporting.** A Party that becomes aware of circumstances, occurrences, or incidents subject to the notification requirements in Agreement § 16.2 will provide to the other Party any information about such circumstances, occurrences, or incidents necessary for, and on a timeframe that allows, that other Party to meet its obligations under Applicable Laws. At either Party's request, the Parties will cooperate to investigate such circumstances, occurrences, or incidents.

17 Confidentiality and Publicity.

17.1 **Confidential Information.** Except as provided in Agreement § 17.2, each Party shall treat as confidential and not disclose to any third-party, without in each instance securing the prior Written consent of the other Party, any information that becomes available to it through this Agreement, including this Agreement, and is not now in or does not enter the public domain (other than by acts, omissions, or fault of the Party seeking to disclose such information), or is not already known to the recipient Party.

17.2 **Exemptions.** Agreement § 17.1 does not apply to disclosures that are:

17.2.1 Required by Applicable Laws.

17.2.2 Made to a law enforcement agency as part of an actual potential law enforcement agency investigation.

17.2.3 Made to either Party's representatives, parents or affiliates, contractors, subcontractors, or assignees as necessary to perform this Agreement, comply with Applicable Laws, or assist a law enforcement agency as part of its actual or potential law enforcement agency investigation, provided that all such entities are bound by a confidentiality agreement including terms substantially similar to the terms of this Agreement § 17 prior to receiving any such disclosures.

17.2.4 Made by CTS as necessary to implement the Program.

17.2.5 Responding to a request for information in connection with a legal or administrative proceeding before an authority of competent jurisdiction, provided: (i) the Party responding to such request ("Responding Party") promptly notifies the other Party of the request for information (to the extent legally permitted) so the other Party may seek an appropriate protective order or other remedy; and (ii) the Responding Party marks the information as Confidential.

17.3 **Limitation.** Each Party shall limit disclosures under Agreement § 17.2 to the extent practicable.

17.4 **Publicity.** Neither Party, whether itself or through another, shall publish or disseminate any commercial advertisements, press releases, feature articles, social media posts, or other materials or content using the other Party's name, trade name, contact information, trademarks, logos, trade dress, or service marks without the prior Written consent of the other Party, except that either Party is authorized to use the other Party's name, trade name, and contact information with regard to public outreach and education or other compliance efforts taken with regard to the Program or as required to comply with Applicable Laws.

18 Intellectual Property.

18.1 **CTS Intellectual Property.** All intellectual property, including without limitation software, trademarks, service marks, trade secrets, works of authorship, the CTS-provided [RLG Portal] (the "Portal"), any signage or materials provided pursuant to Agreement § 3.4(g) (the "Materials"), and related patent and copyrights ("Intellectual Property") owned or developed or acquired by CTS will remain the exclusive property of CTS.

18.2 **Limited License.** Solely for the Term of this Agreement, CTS hereby grants Covered Entity a limited, non-exclusive, non-sublicensable, non-transferrable, revocable, royalty-free license to use the Portal and Materials solely to fulfil the Covered Entity Services. Covered Entity shall not, and shall ensure others do not, directly or indirectly, use the Portal or Materials beyond the scope of this limited license, including without limitation by copying, modifying, distributing, creating derivative works from, or otherwise using the Portal or Materials in any other way or for any other purpose, including without limitation actions in violation of Applicable Laws or to develop other products or services. Covered Entity shall not, and shall ensure others do not, directly or indirectly, remove, alter, or obscure any Intellectual Property or proprietary rights notices on the Portal or Materials, including without limitation copyright, trademark, or patent notices. Except for the limited license expressly provided in this Agreement § 18.2, Covered Entity does not acquire any other license, interest, or rights in the Portal or Materials or any other CTS Intellectual Property under this Agreement.

19 Miscellaneous Provisions.

19.1 **No Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted does not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.

19.2 **Selective Waiver.** Either Party may waive any default by the other Party under this Agreement by an instrument In Writing to that effect, and no such waiver will extend to any subsequent or other default by the other Party. No failure or delay on the part of either Party to exercise any right hereunder operates as a waiver thereof. Either Party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.

19.3 **Amendment or Modification.** Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless In Writing and signed by the respective duly authorized representatives of the Parties hereto. Notwithstanding the foregoing, CTS may update the Program Guidelines by providing 30 days' notice to Covered Entity; Covered Entity's consent is not required for CTS to update the Program Guidelines.

19.4 **Governing Law/Venue.** The laws of the State, without giving effect to its principles of conflicts of law, govern the interpretation and effect of this Agreement. Subject to the provisions of Agreement § 15 ("Dispute Resolution"), any legal proceedings regarding this Agreement initially will be brought before a court of jurisdiction prescribed by law in the State.

19.5 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.

19.6 **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the Parties hereto, and no third Party has any right or interest in any provision of this Agreement or as a result of any action or inaction by any Party in connection therewith.

19.7 **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the matters herein contained and supersedes any prior agreements or understandings between the Parties, whether oral or written.

19.8 **Authorization and Execution.**

19.8.1 Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations set forth herein. Each Party represents that the representative(s) executing this Agreement on its behalf has the authority to execute this Agreement on its behalf and to bind it to its obligations hereunder.

19.8.2 Each Party agrees to execute this Agreement electronically. This Agreement may be executed in one or more counterparts, each of which shall be an original, and each of which may be delivered by facsimile, email, or other functionally equivalent electronic means of transmission, all of which together shall be deemed to be the one and same Agreement.

19.9 **Survivability.**

19.9.1 **Generally.** All continuing obligations, rights, and remedies of the Parties under this Agreement will survive the expiration or termination of this Agreement, including without limitation the continuing obligations in Agreement §§: 6 (“Title and Risk of Loss; Disclaimers”); 8 (“Audit and Inspection Rights”); 9 (“Indemnification”);11.4 (“Effect of Termination”); 12.2 (“Approved Assignees and Subcontractors”) 15 (“Dispute Resolution”); 16 (“Compliance With Law; Safety, Health, and Environmental Protection”); 17 (“Confidentiality and Publicity”), 18.1 (“CTS Intellectual Property”), and 19.4 (“Governing Law/Venue”).

19.9.2 **Insurance**. Notwithstanding Agreement § 19.9.1, Covered Entity shall maintain the insurance required in Agreement § 10 (“Insurance”) for a minimum of one (1) year following the expiration or termination of this Agreement.

ATTACHMENT A

TIRE COLLECTION PROGRAM DROP-OFF SITE GUIDELINES

a. DEEP "Best Management Practices" for the vehicle services industry recommend: (i) storing as few tires as possible; (ii) hauling tires away on a regular basis; (iii) storing tires indoors or covered to prevent water entrapment; and (iv) ensuring tire piles are accessible to fire and emergency vehicles. *See* DEEP Pit Stops Fact Sheet - Tires (last updated Jan. 2023). This guidance also notes that facilities storing more than 10 cubic yards of scrap tires must obtain a Solid Waste Facility permit.

b. Covered Entity will reasonably restrict the acceptance of Covered Products by number, source, or condition as follows:

   i. Covered Entity must accept for, or provide to, the Program:

      1. Passenger and light truck tires, including passenger, small RV, light truck, motorcycle, golf cart, all terrain vehicle, small utility, RV trailer, mobile home, and lawn and garden tractor tires.

      2. Truck and bus tires, including medium truck, bus, and highway trailer tires.

      3. Tires on rims falling within the tire categories identified in Attachment A § (b)(i)(1) and (2) above.

   ii. Covered Entity will not accept for, or provide to, the Program tires from aircraft or earthmoving, road building, mining, logging, agricultural, construction, or industrial vehicles, or tires more than 42 inches in diameter or weighing over 120 pounds, unless it first arranges otherwise with CTS.

   iii. Covered Entity will not accept for, or provide to, the Program more than eight (8) tires per day from each resident, unless it first arranges otherwise with CTS.

   iv. Covered Entity will not accept for, or provide to, the Program tires from toys, bicycles, commercial aircraft, or personal mobility devices.

   v. Covered Entity will not accept for, or provide to, the Program tires with packed mud or debris.

   vi. Covered Entity will not accept for, or provide to, the Program Covered Products from out-of-State residents.

c. Before they provide Covered Entity Services pursuant to this Agreement, Covered Entity will train its personnel providing Covered Entity Services on:

   - RLG P3 and Web Portal and Program Operations materials document/s

Attachment B: Drop-Off Site Information

A. Basic Site Information	
1. Name of site	
2. Street address for site	
3. City, state, zip code for site	
5. Service area (counties/cities/towns)	

B. Contacts	
6. Primary contact's agency/company	
7. Primary contact's name and title	
8. Primary contact's email and phone #	
9. Second contact's agency/company	
10. Second contact's name and title	
11. Second contact's email and phone #	

E. Other	
12. Additional info or special notes for your site on Tire Stewardship Organization's site locator	

Site ID No. _____ (internal use only)