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# **The Cylinder Collective Connecticut Pressurized Cylinder Program Collection Site Services Agreement**

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Between The Cylinder Collective And:

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“Insert name of Collection Site Owner”

THE CYLINDER COLLECTIVE

P.O. Box 160

Big Bend, WI 53103

414-644-0139 Executive Director

860-412-4399 CT Program Coordinator

[www.cylinderecollective.org](http://www.cylinderecollective.org)

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program  
Collection Site(s) Services Agreement**



This Agreement including the attached terms and conditions is effective as of September 30, 2025 (“**Effective Date**”) by and between The Cylinder Collective, a non-profit corporation organized under the law of the District of Columbia (“**TCC**”) and the Collection Site Owner named below (“**Collection Site Owner**”) and, having its registered business address at 200 W. Old Wilson Bridge Road, Columbus, OH 43085 and mailing address at P.O. Box 160, Big Bend, WI 53103.

RECITALS

**Whereas**, TCC is the producer responsibility organization of The Cylinder Collective’s Connecticut Pressurized Cylinder Recycling Program (“**Program**”), as set forth by Conn. Gen.Stat. §§ 22a-905h, and approved by CT Department of Energy and Environmental Protection (CT DEEP), that is organized to develop and implement a recovery program to execute agreements to collect, transport, and recycle Covered Pressurized Cylinders using environmentally sound management practices;

**Whereas**, TCC desires to enter into agreements with collection site owner and operators for the purposes of collecting Covered Pressurized Cylinders;

**Whereas**, the Collection Site Owner operates one or more collection sites in Connecticut that serve the retail and/or waste management needs of Connecticut residents; and

**Whereas**, the parties wish to enter into this Agreement, which describes the terms and conditions under which the Collection Site Owner will act as an authorized collection site for the Program;

**Now, therefore**, for and in consideration of the terms of this Agreement, each parties’ performance of its respective obligations, and the mutual promises and covenants contained herein, the parties hereto agree to this Agreements.

IN WITNESS WHEREOF, the parties have each caused this agreement to be executed by their duly authorized representatives on the day and year set forth below.

<p>The Cylinder Collective</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: 200 W. Old Wilson Bridge Road Columbus, OH 43085</p> <p>Notice Address: P.O. Box 160 Big Bend, WI 53103</p> <p>Attention: Executive Director</p> <p>With copy to: davidkeeling@cylindercollective.org</p>	<p>_____</p> <p>a(n)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: . .</p> <p>Notice Address: .</p> <p>Attention: .</p> <p>With copy to: .</p>
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**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program  
Collection Site(s) Services Agreement**



**Terms and Conditions**

**1. ARTICLE 1 – DEFINITIONS**

- 1.1. “Collect/Collected/Collection” means accepting from only Connecticut residents, and properly identifying and packing for transportation, Covered Pressurized Cylinders at a Collection Site.
- 1.2. “Collection Containers” are containers provided by or approved for use by TCC or its service providers to hold and transport cylinders, and includes totes, boxes, drums, roll-off containers and/or other approved containers.
- 1.3. “Collection Site” means one or more designated permanent collection sites that are owned, leased, subleased, managed or otherwise controlled by the Collection Site Owner. The list of Collections Sites and corresponding collection site information is set forth in Attachment B.
- 1.4. “Connecticut Regulated Waste” means any substance, material, or waste for which a permit for collection, storage, treatment, or disposal is required under section 22a-454 of the Connecticut General Statutes.
- 1.5. “Covered Pressurized Cylinders” mean the pressurized cylinders described in Attachment C.
- 1.6. “Effective Date” for this Agreement is set forth above.
- 1.7. “Force Majeure” is defined in Section 14.2.
- 1.8. “Including” means “including but not limited to.”
- 1.9. “Initial Term” is defined in Section 2.1.
- 1.10. “Laws” means all existing and future 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 those relating to unemployment compensation, worker’s compensation, disability, taxes, worker and public health and safety, the environment, and the Program.
- 1.11. “Materials and Activities” mean materials, supplies, tools, vehicles, equipment, labor, water, light, power, facilities, construction of any nature, supervision, and all other services, acts, activities, resources, and goods, but not Collection Containers, necessary for or otherwise used by the Collective Site to comply with and fully perform its obligations under the Agreement.
- 1.12. “Non-Program Cylinders” mean cylinders not covered by the Program, including those identified in Attachment D.
- 1.13. “Service Provider” means independent contractor(s) hired by TCC to implement the Collection, transport, reporting and/or processing of Covered Pressurized Cylinders. This term includes independent contractors hired by Service Providers to transport Covered Pressurized Cylinders.
- 1.14. “Services” means all services for which Collection Site Owner is responsible, as described in this Agreement and in the Attachments hereto, including any and all Materials and Activities, services provided for in Attachment A, and Collection of Covered Cylinders as identified in Attachment C.

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program  
Collection Site(s) Services Agreement**



**2. ARTICLE 2 – TERM OF AGREEMENT**

- 2.1. This Agreement will commence upon the Effective Date and will remain in full force and effect for five (5) years (the “**Initial Term**”).
- 2.2. Upon expiration of the Initial Term, this Agreement will automatically renew for additional successive five (5) year terms (each a “**Renewal Term**”), unless either party notifies the other in writing at least sixty (60) days in advance of the renewal term commencement date that the Agreement will not be renewed. The Initial Term and all Renewal Terms are collectively the “**Term.**”
- 2.3. If either party provides notice of non-renewal, and unless otherwise instructed by TCC, then before the end of the Term, the Collection Site Owner shall assemble all Collection Containers supplied by TCC, or the Service Provider(s) whether or not full, and shall make them available for pick up by a Service Provider at the Collection Site. In addition, the Collection Site Owner, at no additional cost to TCC, shall: (a) cooperate fully at the direction of TCC in the orderly transition of the Services to its successor, and (b) undertake the orderly cessation of the Services.

**3. ARTICLE 3 – COLLECTION SITE OWNER OBLIGATIONS**

- 3.1. The Collection Site Owner will, and will ensure the operator of each Collection Site will, perform the Services as defined in this Agreement, including without limitation those Services set forth in Attachment A.
- 3.2. The Collection Site Owner shall take every precaution to protect public and private property during the performance of the Services. If the Collection Site Owner’s personnel or equipment cause any damage to TCC or a Service Provider’s property, the Collection Site Owner, at its sole expense, shall promptly replace the damaged property or repair it to the condition existing before the damage.
- 3.3. The Collection Site Owner may not change the Services or the location of any Collection Site without prior written approval from TCC.
- 3.4. The Collection Site Owner shall thoroughly understand the Services and matters that may affect the Services, including the Laws governing the Services and this Agreement. Failure to do so does not relieve the Collection Site Owner of its obligations under this Agreement.
- 3.5. The Collection Site Owner shall ensure all Services under this Agreement are performed only by competent personnel under the management, supervision, and direction of, or in the employment of, the Collection Site Owner.
- 3.6. The Collection Site Owner shall commit adequate resources to participate in the Program and meet its obligations under this Agreement, including providing, at its sole expense, any and all Materials and Activities.
- 3.7. The Collection Site Owner shall comply with all reasonable requests from TCC for preparation, access, review, and/or adjustment of reports regarding the Services, throughout the term of this Agreement.

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program  
Collection Site(s) Services Agreement**



- 3.8. The Collection Site Owner shall commence performing the Services on the Effective Date and shall continue performing diligently until they are completed in accordance with this Agreement.
- 3.9. The Collection Site Owner shall inspect the Collection Containers upon arrival and determine whether they are in proper condition for use. The Collection Site Owner shall immediately notify TCC if at any point during the term of the Agreement a Collection Container is not in proper condition for use. The Collection Site Owner shall not use any Collection Containers that are not in proper condition for use. TCC and/or its Service Provider is responsible for repairing normal wear and tear to the Collection Containers.

**4. ARTICLE 4 – COLLECTION SITE OWNER REPRESENTATIONS AND WARRANTIES**

- 4.1. The Collection Site Owner represents, covenants, and warrants that:
  - a. It is a legal entity, in good standing and qualified to carry on business in Connecticut and has all necessary approval, capacity, and authority to enter into this Agreement and fully perform its obligations under this Agreement; and is the owner and/or authorized operator of each Collection Site.
  - b. This Agreement does not in any way conflict with any other agreements or obligations of the Collection Site Owner;
  - c. It possesses the business, professional, and technical expertise, training, and Materials and Activities required to perform the Services;
  - d. It will perform the Services in a diligent, safe, and workmanlike manner that conforms with generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Services; and
  - e. 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 statutes, ordinances, orders, rules and regulations necessary to perform the Services.

**5. ARTICLE 5 – TCC OBLIGATIONS**

- 5.1. Depending on the needs of the Collection Site, TCC shall offer the option of a scheduled pick-up service or a “by request” pick-up service. Upon request for a “by request” pick-up or any pick-up outside of a scheduled pick-up service, TCC shall arrange for a timely pick-up by its Service Provider of Covered Pressurized Cylinders Collected by a Collection Site for delivery in accordance with the Program.
- 5.2. TCC shall make available to the Collection Site Owner an education kit for each of its Collection Sites, including material such as web page banners, consumer brochures and signage.
- 5.3. TCC, either directly or through its Service Providers, shall provide or approve for use Collection Containers for each Collection Site providing the Services. All Collection Containers supplied under this Agreement will remain the property of TCC and/or its Service Provider.

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program  
Collection Site(s) Services Agreement**



- 5.4. TCC has no authority to and shall not manage, direct, or supervise employees, representatives, or agents of the Collection Site Owner, including how they perform the Services or achieve compliance with applicable Laws.
- 5.5. Nothing herein creates an exclusive arrangement between TCC and the Collection Site Owner or any Collection Site. Collection Site Owner acknowledges that TCC may contract with other parties under the Program.

**6. ARTICLE 6 – TCC REPRESENTATIONS AND WARRANTIES**

- 6.1. TCC represents, covenants, and warrants that:
  - a. it is a non-profit corporation validly existing under the laws of the District of Columbia.
  - b. it has the corporate power, capacity and authority to enter into and complete this Agreement; and
  - c. the execution and delivery of this Agreement has been validly authorized by all necessary corporate action by TCC.

**7. ARTICLE 7 – AGREEMENT TERMINATION**

- 7.1. Either party may terminate this Agreement at any time without cause upon sixty (60) days' written notice to the other party.
- 7.2. Either party may terminate this Agreement or any Services under this Agreement upon prior written notice if the other party:
  - a. 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. has violated applicable Laws.

**8. ARTICLE 8 – TITLE AND RISK OF LOSS**

- 8.1. Collection Site Owner shall perform its Services under this Agreement at its own risk. As between the parties, Collection Site Owner (and not TCC) shall have title to and risk of loss and liability for any and all Covered Pressurized Cylinders and Non-Program Cylinders that the Collection Site receives. Notwithstanding the foregoing, once a Service Provider accepts for transportation any Covered Pressurized Cylinders Collected by the Collection Site under this Agreement, title to and risk of loss, including any risk of loss and liability under the Federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. ("CERCLA"), or Chapter 445 of the Connecticut General Statutes, Conn. Gen. Stat. § 22a-114 et seq., or Chapter 446k of the Connecticut General Statutes, Conn. Gen. Stat. § 22a-451, or any other applicable Law, for those Covered Pressurized Cylinders will transfer to the Service Provider. TCC at no time takes title to or assumes liability or risk of loss for Covered Pressurized Cylinders or Non-Program Cylinders; however, TCC shall require in its contracts with its Service Providers that the Service Providers accept such title and risk of loss immediately upon accepting any Covered Pressurized Cylinders for transportation from the Collection Site.

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program  
Collection Site(s) Services Agreement**



8.2. TCC is not responsible for any damage to persons or property resulting from the use, misuse, or failure of any equipment used by the Collection Site, or by any of its employees or contractors, including the Collection Containers, even if such equipment is furnished, rented, or loaned to the Collection Site by TCC and/or its Service Provider.

**9. ARTICLE 9 – CONSIDERATION**

- 9.1. As consideration under this Agreement, TCC, directly or through its Service Provider, will
- i. provide the Collection Site with Collection Containers and education kits, and
  - ii. facilitate the transportation and processing of Covered Pressurized Cylinders by Service Providers as set forth in this Agreement.
- 9.2. TCC will not provide the Collection Site Owner with any monetary compensation or reimbursement for the Collection Site Owner’s Collection of Covered Pressurized Cylinders, furnishing of the Materials and Activities, or its performance of the Services.

**10. ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF TCC**

- 10.1. TCC and its representatives may (a) monitor and verify that the Collection Site has complied with this Agreement and the applicable Law, and (b) consult with the Collection Site about such compliance; provided, however, that TCC shall not, and affirmatively disclaims any ability to, control, supervise or manage (1) the employees of the Collection Site Owner; (2) the activities undertaken by the Collection Site Owner in the performance of this Agreement; and (3) the means by which the Collection Site Owner meets all requirements, including applicable Laws.
- 10.2. TCC may audit and inspect, with full access, the Collection Sites during their hours of operation. Unless more immediate access is required in the event of an emergency, TCC will provide the Collection Site Owner with at least 24 hours’ notice before any audit or inspection of its Collection Sites.
- 10.3. The Collection Site Owner will maintain and make available to TCC, during regular business hours, records relating to its Services under this Agreement. The Collection Site Owner will permit TCC to audit, examine, and make excerpts and transcripts, for any records, and to make audits of any invoices, materials, records, and other data related to all other matters covered by this Agreement. The Collection Site Owner shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date produced under this Agreement or until after final audit has been resolved, whichever is later. The Collection Site Owner will include this requirement in any subcontract for the Services performed under this Agreement.

**11. ARTICLE 11 – INDEMNIFICATION**

11.1. The Collection Site Owner, and its successors and assigns, shall defend, indemnify, and hold harmless TCC and its sole member (as identified under TCC’s Certificate of Incorporation), its employees, its officers, its directors, and the participating producer companies, their officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, “**Indemnified Parties**”) from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including legal fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program  
Collection Site(s) Services Agreement**



action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with the performance of the Services, a Collection Site's operations, or the Collection Site Owner's or its subcontractor's performance of its obligations under this Agreement. This indemnification obligation does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from the intentional misconduct or material breach of this Agreement by TCC.

11.2. Nothing in this Agreement constitutes a waiver or limitation of any rights that TCC may have under applicable Laws.

11.3. TCC WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFITS, USE, GOODWILL OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES.

**12. ARTICLE 12 – INSURANCE**

12.1. The Collection Site Owner shall provide at its own expense environmental and general liability insurance with limits for each of not less than \$1 million for each occurrence, as well as any other insurance, such as, for example and without limitation, worker's compensation and automobile insurance, to the extent and in the amounts required by applicable law. Upon request, Collection Site Owner will provide TCC with corresponding certificates of insurance naming TCC as an additional insured under the applicable policies (except for workers compensation).

**13. ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTING**

13.1. The Collection Site Owner may not assign, novate, or otherwise transfer (including transfer by operation of law) this Agreement or the obligations and rights hereunder without the express written consent of TCC, which consent shall not be unreasonably withheld. Any change of control of a Collection Site, constitutes an assignment that requires prior written consent of TCC. A "change of control" includes, among other items, any merger, consolidation, sale of all or substantially all of the assets, or sale of a controlling interest in the Collection Site Owner. Any attempted assignment, novation, or other transfer made in violation of this Section is void and has no effect.

13.2. The Collection Site Owner may subcontract any part of the Services. As part of any subcontract relating to this Agreement, the Collection Site Owner must require the subcontractor to comply with the terms of the Agreement to the extent applicable to any Collection Site under this Agreement. Nothing contained in this Agreement or otherwise creates any contractual relationship between TCC and any subcontractor of the Collection Site Owner. A subcontract does not relieve the Collective Site Owner of its responsibilities and obligations hereunder. The Collection Site Owner remains liable to TCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as if performed by the Collection Site Owner directly.

13.3. TCC has no obligation to pay or to enforce the payment of any moneys to any subcontractor of the Collection Site.

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program  
Collection Site(s) Services Agreement**



**14. ARTICLE 14 – FORCE MAJEURE**

- 14.1. Any delay or failure of either party to perform its obligations hereunder shall be suspended if, and to the extent, caused by a Force Majeure Event. In the event that either party intends to rely upon a Force Majeure Event to suspend or to terminate its obligations, such party shall notify the other party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased.
- 14.2. **“Force Majeure Event”** means an event beyond the reasonable anticipation of the affected party that prevents such party’s performance of this Agreement, including without limitation, riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature (or any threat of such occurrences) whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, but only to the extent that due diligence is being exerted by the affected party to resume performance at the earliest possible time.

**15. ARTICLE 15 – NOTICES**

- 15.1. Except where otherwise expressly authorized, notice will be by email (with acknowledgement of receipt), facsimile, first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery. Notices will be addressed to the addresses a party set forth on the first page; provided, that, either party may change their address for notices by providing written notice to the other party. Notice is effective upon delivery, or if delivery is refused, when delivery is attempted.

**16. ARTICLE 16 – INDEPENDENT CONTRACTOR STATUS**

- 16.1. The parties acknowledge that they are independent contractors, and shall not be treated as having an employment, partnership, agency, joint venture or other similar relationship. Neither party has the authority to incur any obligation on the other party’s behalf.
- 16.2. Each party, or its subcontractors, as appropriate, is solely 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, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the other party.
- 16.3. Each party understands and agrees that all persons performing services pursuant to this Agreement 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.
- 16.4. Collection Site owner acknowledges that the Service Providers are independent third-party contractors and are not employees, partners, or agents of TCC. Neither party is liable for the acts or omissions of the Service Providers under this Agreement.

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program  
Collection Site(s) Services Agreement**



**17. ARTICLE 17 - DISPUTE RESOLUTION**

- 17.1. Both parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this Agreement.
- 17.2. Subject to the conditions and limitations of this Agreement, any controversy or claim arising out of or relating to this Agreement will be exclusively settled by arbitration under the laws of the State of Connecticut, in accordance with the rules of the American Arbitration Association.
- 17.3. The parties agree to consolidation of any arbitration between them with any other arbitration involving, arising from, or relating to this Agreement.
- 17.4. Each party hereto accepts the jurisdiction of the courts of the State of Connecticut for the purposes of enforcing an arbitration award pursuant to this Agreement. 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 in accordance with Article 15, and such notice will have the same effect as if the party had been personally served within the State of Connecticut.
- 17.5. Any decision of an arbitrator engaged is final, binding, and enforceable upon both parties.
- 17.6. The parties shall continue to perform their respective obligations under this Agreement during the dispute resolution process in a diligent and timely manner in accordance with all applicable provisions of this Agreement.
- 17.7. Each party hereto shall bear its own costs and expenses in connection with any arbitration. The cost of a single arbitrator shall be shared equally between the parties.

**18. ARTICLE 18 – COMPLIANCE WITH LAW**

- 18.1. Each party shall comply with all Laws applicable to this Agreement.
- 18.2. The Collection Site Owner shall promptly notify TCC in writing upon discovery of any failure, or any allegation of any failure, of the Collection Site Owner or other persons or parties to comply with any applicable Laws relevant to the performance of Services or any requirement of this Agreement.
- 18.3. Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, are in addition to (and not a limitation of) duties, obligations, rights, and remedies otherwise imposed or afforded by applicable Laws.

**19. ARTICLE 19 – SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION; RELEASES OF HAZARDOUS SUBSTANCES; EMERGENCY RESPONSE**

- 19.1. The Collection Site Owner shall place the greatest importance and priority on safety, health, and environmental protection during performance of the Services.
- 19.2. The Collection Site Owner is responsible for safety, health, and environmental protection related to its performance of the Services and shall take appropriate, necessary measures to ensure it:

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program  
Collection Site(s) Services Agreement**



- a. provides and maintains safe, health-protective, and environmental-protective working areas at or in proximity to where the Services are performed, including adjacent areas;
  - b. protects and safeguards (i) all persons at or in proximity to the performance of Services, including those in adjacent areas, from risk of injury and danger to health, and (ii) all property and equipment from damage or loss;
  - c. complies with all applicable Laws governing the generation, handling, management, treatment, storage, transportation, or disposal of hazardous waste or Connecticut Regulated Wastes;
  - d. obtains and complies with all necessary licenses, permits, or similar authorization required by applicable Laws to perform the Services under this Agreement;
  - e. complies with all other applicable health, safety and environmental Laws, including the requirements of the U.S. Occupational Safety and Health Administration (“OSHA”), U.S. Environmental Protection Agency (“EPA”), delegated state programs authorized by OSHA and EPA, including the Connecticut Department of Energy & Environmental Protection and applicable Connecticut Program agencies.
- 19.3. The Collection Site Owner shall not cause or allow the release of hazardous substances, hazardous wastes, hazardous materials, or Connecticut Regulated Waste into the environment as a result of or related to the performance of the Services under this Agreement.
- 19.4. In the event of any action or occurrence related to the performance of the Services which causes or threatens to cause a release of a hazardous substance, hazardous waste, hazardous material, or Connecticut Regulated Waste into the environment, the Collection Site shall immediately
- i. take all appropriate action to prevent, abate, minimize, and cleanup such release in conformance with applicable Laws, including applicable cleanup standards. The Collection Site Owner (and not TCC) is responsible for the costs of such action and any liability and damages of any type, including actual, incidental, consequential, and punitive damages, arising from any action or occurrence identified in this Article.
  - ii. make all such notifications required by applicable Laws to local, state, or federal entities, including but not limited to, notifications required by the Emergency Planning and Community Right-to-Know Act or CERCLA and any similar state Laws.
  - iii. notify TCC of the action or occurrence, the complete, ongoing and planned response actions of the Collection Site Owner, and confirmation of notifications made to governmental authorities, as noted above. The Collection Site Owner shall not delay the undertaking of appropriate action because of any inability to promptly notify TCC.

**20. ARTICLE 20 – CONFIDENTIALITY/PUBLICITY**

- 20.1. The Collection Site Owner shall not disclose any details in connection with this Agreement to any person or entity, except as may be otherwise provided hereunder or required by law. However, in recognizing the Collection Site Owner’s need to identify its services, TCC authorizes the Collection Site Owner to publicize its role in the Program subject to the following conditions:

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program  
Collection Site(s) Services Agreement**



- a. The Collection Site Owner may develop and use publicity material regarding the Program only upon the prior written consent of TCC, which consent will not be unreasonably withheld; and
- b. During the Term of the Agreement, the Collection Site Owner shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of TCC without the prior written consent of TCC, which consent will not be unreasonably withheld.

20.2. The Collection Sites may be listed, referenced, or advertised as collection sites by TCC for the Program during the term of this Agreement.

**21. ARTICLE 21 – MISCELLANEOUS PROVISIONS**

- 21.1. 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.
- 21.2. 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.
- 21.3. Entire Agreement. This Agreement and all Attachments and exhibits hereto, and all referenced documents, constitute the entire agreement between the parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document are to be construed and interpreted as consistent whenever possible. Any conflicts in this Agreement and the accompanying documents shall be resolved in accordance with the following descending order of precedence:
  - a. Attachment A (“Scope of Work”);
  - b. Attachment B (“Collection Site Information”);
  - c. Attachment C (“The Cylinder Collective Program Covered Cylinders”);
  - d. Attachment D (“Non-Program Cylinders”).
- 21.4. **Amendment or Modification**. Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless agreed to in writing and signed by the respective duly authorized officers of the parties hereto.
- 21.5. **Governing Law/Venue**. This Agreement is executed and intended to be performed in the state of Connecticut, and the laws of that state shall govern its interpretation and effect. Any legal proceedings regarding this Agreement initially shall be brought before a court of jurisdiction prescribed by law in the State of Connecticut.

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program  
Collection Site(s) Services Agreement**



- 21.6. **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.
- 21.7. **Calendar Days.** Any reference to the word “day” or “days” herein shall mean calendar day or calendars days, respectively, including weekends and Federal Holidays, unless otherwise expressly provided. If a deadline falls on a weekend or Federal Holiday, the next business day will be the applicable deadline.
- 21.8. **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.
- 21.9. **Authorization.** The Collection Site Owner represents and warrants that the representative signing this Agreement on its behalf, has the authority to execute this Agreement on behalf of the Collection Site Owner and to bind it to its contractual obligations hereunder.
- 21.10. **Survival.** All continuing obligations, rights, and remedies of the parties under this Agreement will survive the expiration or termination of this Agreement, including without limitation, Articles 4, 8, 10-12, and 16-21.

# The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program Collection Site(s) Services Agreement



## ATTACHMENT A: SCOPE OF WORK

The Collection Site Owner will provide the following Services for each Collection Site under the Agreement:

1. Collect Covered Pressurized Cylinders and place the Covered Pressurized Cylinders into Collection Containers, in a manner conducive to safe transportation, to be picked up by a Service Provider.
2. Notify TCC when a Collection Container is 75% full and ready for pick-up, but in any event, the Collection Site Owner shall store Covered Pressurized Cylinders for no longer than or in quantities greater than allowed under its CT DEEP permit and any other applicable Laws. TCC shall cause an approved Service Provider to pick up the Covered Pressurized Cylinders from the Collection Site at a schedule agreed upon by both parties.
3. Manage all Covered Pressurized Cylinders gathered through the Collection Sites only in the following ways and not dispose of Covered Pressurized Cylinders by any other method without the written approval of TCC
  - a) Packing them into Collection Containers in a manner conducive to safe transportation by Service Providers and in accordance with all applicable Laws;
  - b) The Collection Site Owner shall maintain the following records:
    - i) for each pick-up of Covered Pressurized Cylinders by an Service Provider from a Collection Site, a Bill of Lading or equivalent shipping documentation specifying the following:
      - (1) The name, address, and telephone number of both the originating Collection Site and the Service Provider;
      - (2) The destination of the Covered Pressurized Cylinders;
      - (3) The quantity of Covered Pressurized Cylinders being transported;
      - (4) The date on which the Service Provider accepted the Covered Pressurized Cylinders from the originating location; and
      - (5) the signatures of both the Service Provider and a representative of the originating Collection Site.
    - ii) Records of any inspections required by Law.
  - c) Report to TCC any environmental or human health or safety incidents or concerns in addition to the reporting requirements within the time frame required by any permit or Law.
  - d) Maintain all other reporting information required by applicable permits or Law.
  - e) Keep records of employee training record, if required.
4. Be responsible:
  - a) for making day-to-day decisions regarding the Services, including the collection, identification, handling, sorting and packing of Covered Pressurized Cylinders, and the undertaking, managing, and supervising of those activities, where applicable
  - b) for managing, at the Collection Site's sole expense, all Non-Program Cylinders. TCC does not accept responsibility for any Non-Program Cylinders; and
  - c) for securing and locking the Collection Site at all times when the facilities are closed or not attended.
5. Not charge a fee to a Connecticut resident for Collection of Covered Pressurized Cylinders.
6. Not accept Covered Pressurized Cylinders from Connecticut businesses or residents from outside of Connecticut.
7. Perform the Services at each of the identified Collection Sites.

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program  
Collection Site(s) Services Agreement**



**ATTACHMENT B: COLLECTION SITE INFORMATION**  
*If multiple locations, complete one for each location*

Collection Site Name \_\_\_\_\_

Primary Contact Name & Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Secondary Contact Name & Phone: \_\_\_\_\_

Email \_\_\_\_\_

Collection Site Location (street/town)  
\_\_\_\_\_

Days/Times the facility is open: \_\_\_\_\_

Days/Times the facility is available for picking up cylinders:

\_\_\_\_\_ Open hours only

\_\_\_\_\_ Additional times \_\_\_\_\_

Special instructions for collections:

Please let us know your preference for pick ups. Would you prefer a scheduled pick up, and how often, or to be on an "on call" basis, when your container is 75% full.

\_\_\_\_\_ Scheduled pick up; how often \_\_\_\_\_

\_\_\_\_\_ Town will call for a pick up when we are ready

Name which municipality or municipalities this Collection Site will this serve \_\_\_\_\_

Will any CT resident be allowed to use this drop off for gas cylinders? \_\_\_\_\_

Name of person completing the form: \_\_\_\_\_ Date: \_\_\_\_\_

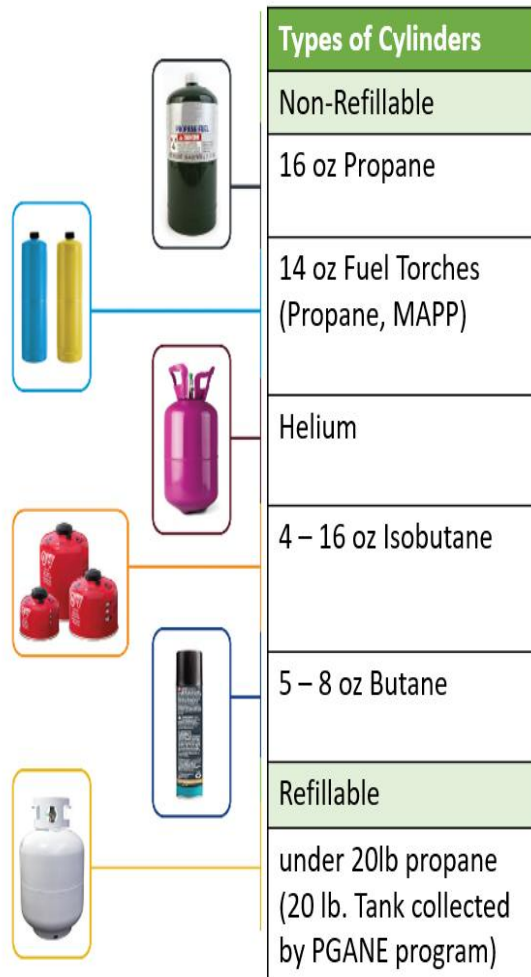
**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program  
Collection Site(s) Services Agreement**



**ATTACHMENT C: THE CYLINDER COLLECTIVE PROGRAM COVERED CYLINDERS**

**Program Covered Pressurized Cylinders:**

- All refillable propane gas cylinders up to, but not including 20 lb. tanks supplied into Connecticut.
- All non-refillable propane, Isobutane, butane and helium cylinders (with a water capacity between 0.5 to under 50lbs) supplied into Connecticut.



**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program  
Collection Site(s) Services Agreement**



**ATTACHMENT D: NON-PROGRAM CYLINDERS**

**Non-Program Cylinders:**

- Cylinders that are supplied to industrial, commercial and institutional consumers.
- Pressurized Cylinders that contain oxygen, refrigerants, acetylene, hydrogen, ethylene and foam adhesives.
- Fire Extinguishers.
- Cylinders with a Water Capacity of under .5 lbs. or with a capacity of 50 lbs. and greater (20 lb. refillable propane tank has water capacity of 50 lbs.)

*This list may be amended if new programs are approved by the Connecticut Department of Energy and Environmental Protection.*

**Other Stewardship Organizations in CT for Cylinders:**

Propane Gas Association of New England (PGANE) –  
20lb. propane tanks for BBQ grills  
Gary Haines, 888-445-1075; [gary@pgane.org](mailto:gary@pgane.org)  
[www.pgane.org/safetyandtraining/tankrecycling/](http://www.pgane.org/safetyandtraining/tankrecycling/)

SodaStream – Sodastream Brand refillable CO2 cylinders  
Roxanne Parker, 800-727-1835  
[sodastream.ordersusa@pepsico.com](mailto:sodastream.ordersusa@pepsico.com)

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program  
Collection Site(s) Services Agreement**



**ATTACHMENT E: Free access to NFPA 58 recommendations on storage of cylinders**

[Free Access NFPA 58 Liquefied Petroleum Gas Code 2014 Edition](#)

Chapter 8 of NFPA 58 provides recommendations for the storage of cylinders awaiting use, resale or exchange. Not all recommendations will be pertinent to TCC collection sites, but the recommendations are good practices when applicable to specific collection site operations.

To access the document, you will likely need to create a new account by entering your email address at the link shown above and then enter the verification code sent to your email address. Complete the registration process which doesn't require too much information. If the NFPA link continues to show that it is processing, you may need to restart the "create account" process and it should proceed to the lengthy document.