

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**REQUEST FOR BIDS**

**BRIDGEPORT PROJECT**

**SALE OF WATERBURY LANDFILL**

**INVITATION TO BID AND PROCEDURE**

The Connecticut Resources Recovery Authority ("CRRA") owns two parcels of real property consisting of approximately eighteen acres located at Highland Avenue and Highview Street, Waterbury, Connecticut, together that constitute the CRRA Waterbury landfill on which presently is operated a bulky waste landfill operation (the "Waterbury Landfill"). The Waterbury Landfill is presently permitted under the laws and regulations of the State of Connecticut and the City of Waterbury. CRRA is seeking bids from qualified bidders to purchase the Waterbury Landfill from CRRA in its "**AS IS, WHERE IS**" condition.

To assist bidders' in their bid preparation, CRRA shall provide bidders the following information regarding the Waterbury Landfill:

1. The legal description of the Waterbury Landfill is attached hereto as **Exhibit A**.
2. An A-2 survey of the Waterbury Landfill prepared by Fuss & O'Neil dated April 5, 1990 is attached hereto as **Exhibit B**.
3. Pursuant to current zoning and the current Connecticut Department of Environmental Protection ("CTDEP") permits for the Waterbury Landfill, the Waterbury Landfill has approximately 35,000 tons of remaining capacity for waste. The current CTDEP operating permits for the Waterbury Landfill are attached hereto as **Exhibit C**. CRRA shall assign all such CTDEP Permits to the successful bidder and bidder shall accept such assignment by satisfying all applicable CTDEP regulations. However, the successful bidder may be able to pursue with the CTDEP the permitting of additional waste disposal capacity at the Waterbury Landfill.
4. A topographic survey of the Waterbury Landfill dated June 1, 2000 and prepared by Conklin & Sorokin, Inc. is attached hereto as **Exhibit D**.
5. On or about December 9, 1986, CRRA purchased the Waterbury Landfill

from Vincent B. Larusso, Sr. et al (“Larusso”), and the Larusso Warranty Deed to CRRA contained certain language that gave Larusso the right of first refusal to purchase the Waterbury Landfill on the terms of any bona fide offer. For a copy of the Larusso Warranty Deed, see **Exhibit E** attached hereto. Therefore, any successful bidder’s bid under this RFB will be contingent upon Larusso’s thirty (30) day right to purchase the Waterbury Landfill on the same terms of the successful bidder.

6. A groundwater monitoring report of the Waterbury Landfill can be found in the 2005 Annual Report CRRA Waterbury Bulky Waste Landfill dated January 2006 and is attached hereto as **Exhibit F**.
7. Quarterly landfill engineering inspection reports of the Waterbury Landfill from 2005 and the first quarter of 2006 are attached hereto as **Exhibit G**.
8. Pursuant to Connecticut General Statutes and the Regulations of Connecticut State Agencies, the CTDEP imposes certain closure responsibilities and obligations on the owner of landfills in Connecticut. Therefore, the successful bidder under this RFB will be legally and financially responsible to pay for all foregoing closure costs and post closure costs and related expenses for the Waterbury Landfill when it is closed; CRRA shall be indemnified for such costs by the successful bidder.
9. To minimize waste disposal truck traffic in residential neighborhoods of Waterbury, CRRA was granted a personal fifty (50) foot easement from Larusso that runs from Nichols Drive to the Waterbury Landfill (“Larusso Easement”). To review the Larusso Easement, see Paragraph 14 of the Purchase And Sale Agreement between CRRA and Larusso dated December 5, 1986, and Paragraph 4.09 of the Landfill Operating Agreement Between Connecticut Resources Recovery Authority And Waterbury Landfill Associates dated December 22, 1996 (“Waterbury Landfill Operating Agreement”). The Larusso Easement is attached hereto as **Exhibit H** and the Waterbury Landfill Operating Agreement is attached hereto as **Exhibit I**. . Recognizing the Larusso Easement is personal to CRRA, the successful bidder may have to seek an easement of the Larusso Easement or contend with issues relating to truck traffic in residential neighborhoods.
10. Pursuant to a certain Agreement By And Between The City of Waterbury And Connecticut Resources Recovery Authority For Access To Landfill For Disposal Of Oversized Bulky Waste (the “Waterbury Bulky Waste Agreement”) and a certain Municipal Solid Waste Management Services Contract Between The Connecticut Resources Recovery Authority And The

City of Waterbury dated October 1, 1993 (the "Waterbury MSA"), the City of Waterbury has certain rights to dispose of Oversized Bulky Waste generated by the City of Waterbury at the Waterbury Landfill. See **Exhibit J** attached hereto for a copy of the Waterbury Bulky Waste Agreement and see **Exhibit K** for a copy of the Waterbury MSA. The successful bidder must abide by the terms of the Waterbury Bulky Waste Agreement and the Waterbury MSA.

11. Pursuant to a certain Operation And Management Plan For Disposal Of Bulky Waste At The Waterbury Landfill Associates Disposal Area Waterbury, Connecticut dated January 1983 and prepared by Roald Haestad, Inc. (the "O&M Plan For Waterbury Landfill"), the successful bidder must abide by the terms of said O&M Plan For The Waterbury Landfill. See **Exhibit L** for a copy of the O&M Plan For The Waterbury Landfill.
12. A Phase I Environmental Site Assessment of the Waterbury Landfill dated June 27, 2006, and prepared by HRP Associates is attached hereto as **Exhibit M**. CRRA shall provide no further environmental investigations or reports on the Waterbury Landfill. However, bidder, at its own expense, may pursue further investigations, whether environmental or otherwise, on the Waterbury Landfill site. Bidder may incorporate its desired additional investigations as a condition to its bid. Bidder shall contact Jeffrey Duvall of CRRA at 860-757-7732 to coordinate any such further investigations of the Waterbury Landfill. Prior to CRRA permitting bidder access to perform the foregoing additional investigations, CRRA shall require bidders to execute a site access agreement.

In its bid submission, the bidders shall insert their proposed lump sum bid price for the Waterbury Landfill it is willing to pay CRRA under this RFB and write it in **Schedule A – Bid Form No. 1** attached hereto and made a part hereof.

Each bidder shall be solely responsible for all costs and expenses associated with its preparation of its bid for this RFB and its due diligence investigation of the Waterbury Landfill site.

CRRA will base its evaluation of the bids on the following: the proposed bid price offered by bidder; the financial background of the bidder; and any other factor or criterion that CRRA deems or may deem relevant or pertinent for such evaluation. CRRA reserves the right to reject any or all of the bids, or any part(s) thereof, and/or to waive any informality or informalities in the RFB process.

If CRRA decides to select a bidder's bid, CRRA will send the successful bidder the required number of unsigned counterparts of the attached hereto Purchase And Sale

Agreement (the "Agreement"). See **Schedule D – Bid Form No. 4** attached hereto. Each bidder understands that the terms and conditions of Paragraphs 18 and 19 the Agreement are non-negotiable and bidder is willing and able to agree to the terms of Paragraphs 18 and 19 of the Agreement. The Bidder may propose changes to the other provisions of the Agreement in its bid submission.

**Any questions regarding this RFB or the Waterbury Landfill in general shall be submitted in writing and addressed to Mr. Jeffrey Duvall, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 or sent by fax (860)-757-7742 [Attention: Jeffrey Duvall].** To be given consideration for any such written request, the written request must be received by CRRA by **July 21, 2006**. Addenda with written responses will be mailed to all persons who have obtained from CRRA a RFQ package no later than three (3) days before the submittal deadline. Failure of any Bidder to receive any such Addenda shall not relieve such Bidder from any conditions stipulated in such Addenda. Only questions answered or issues addressed by formal written Addenda will be binding. All oral and other written responses, statements, interpretations or clarifications shall be without legal effect and shall not be binding upon CRRA.

On **July 12, 2006, at 10:00 a.m.**, CRRA shall conduct a **mandatory tour** of the Waterbury Landfill Property for all bidders to provide all bidders the opportunity to see the Waterbury Landfill site. All bidders who intend to attend the mandatory tour of the Waterbury Landfill site must contact Mike Tracey of CRRA in advance of the tour at the telephone number above.

**ALL BIDS MUST BE RECEIVED BY CRRA NO LATER THAN 2:00 P.M. on AUGUST 2, 2006.** Bidders may fax their bids to CRRA to Jeffrey Duvall's attention at (860) 757-7742, or mail them to CRRA Headquarters, Attn: Mr. Jeffrey Duvall, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, CT 06103.

In addition to bidder completing and submitting with its bid the Lump Sum Bid Price Schedule attached hereto as **Schedule A – Bid Form No. 1**, all bidders must complete and submit with their bids the following two forms: (i) Affidavit of Third Party Fees – See **Schedule B – Bid Form No. 2**; and (ii) Non-Collusion Certificate – See **Schedule C – Bid Form No. 3**.

Name of Bidder \_\_\_\_\_

Signature of Authorized Rep of Bidder \_\_\_\_\_

Name and Title Authorized Rep of Bidder \_\_\_\_\_

Telephone \_\_\_\_\_

Date \_\_\_\_\_

LegalContractsForms/RFB/BPT/WaterburyLandfill Sale As Is June 27 2006

**SCHEDULE A – BID FORM NO. 1**

**LUMP SUM BID PRICE**

Bidder shall pay CRRA the following lump sum bid price for the Waterbury Landfill:

\$ \_\_\_\_\_

In Words: \_\_\_\_\_

**SCHEDULE B – BID FORM NO. 2**

**AFFIDAVIT OF THIRD PARTY FEES**



**AFFIDAVIT OF THIRD PARTY FEES  
(Form A2)**

All Proposers must complete and properly execute this Affidavit of Third Party Fees. The purpose of this Affidavit is to ascertain if the Proposer has made or promised any payment to a third party attributable to this Agreement. If no such payment has been made or promised, Proposer should write "None" in the first box in the table. For purposes of the Affidavit, proposer's subcontractors, if any, are not considered third parties.

I, , a duly authorized officer and/or representative of  (firm name), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2.  (firm name) seeks to enter into the Agreement for Waste Transportation and Transfer Station Operation and Maintenance Services (the "Agreement") with the Connecticut Resources Recovery Authority.
3. All third party fees and agreements to pay third party fees attributable to the "Agreement" are as follows:

Name Of Payee	Dollar Amount Paid Or Value Of Non-Cash Compensation <u>AND</u> Date	Fee Arrangement	Specific Services Performed Or To Be Performed By Payee <sup>1</sup>

(Attach additional copies of this page as necessary.)

**NOTE:** For each third party fee arrangement described above, complete the attached Form A2a.

4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

Signed:

Print Name:

Title:

Subscribed and sworn to before me this  day of , 2005.

Notary Public/Commissioner of the Superior Court

<sup>1</sup> Please attach documents evidencing the terms of the fee arrangement and services.





CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY

**ADDENDUM TO  
AFFIDAVIT OF THIRD PARTY FEES  
(Form A2a)**

For each third party fee arrangement disclosed in the attached Affidavit, please explain whether and how each such payment falls within one or more of the following categories of compensation:

- (1) Compensation earned for the rendering of legal services when provided by an attorney while engaged in the ongoing practice of law;
- (2) Compensation earned for the rendering of investment services, other than legal services, when provided by an investment professional while engaged in the ongoing business of providing investment services;
- (3) Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;
- (4) Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or
- (5) Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.

***Attach additional pages as necessary.***

**SCHEDULE C – BID FORM NO. 3**

**NON-COLLUSION CERTIFICATE**



**NON-COLLUSION CERTIFICATE**

**MID-CONNECTICUT PROJECT WASTE TRANSPORTATION AND TRANSFER STATION OPERATION AND MAINTENANCE SERVICES**

(This CERTIFICATION is to be signed by an authorized officer of the Proposer or, the Proposer's managing general partner.)

By submission of this proposal, the Proposer identified below, together with any affiliates or related persons, the guarantor and any joint ventures, hereby certifies under penalty of perjury and risk of termination of the Agreement, if awarded, that to the best of its knowledge and belief:

1. The prices in the proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
2. Unless otherwise required by law, the prices that have been quoted in this proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to "opening" to any other person or company;
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
4. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham bid;
5. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer for this Service or over CRRA; and
6. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Proposer as well as to the person signing on its behalf.

Name:

Title:

State of

County of

being fully sworn, deposes and says that he is the  of , the Proposer herein, that he has read the foregoing statement of non-collusion, and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this  day of , 2005

Notary Public/Commissioner of the Superior Court

**SCHEDULE D – BID FORM NO. 4**

**PURCHASE AND SALE AGREEMENT BETWEEN CRRA AND SUCCESSFUL BIDDER**

PURCHASE AND SALE AGREEMENT

1. Parties.

Buyer: \_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Address

Seller: Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, CT 06106

2. Property. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain real property known as:

Highland Avenue, Waterbury, Connecticut – commonly known as the Waterbury Landfill (“Property”). For a legal description of the Property, see Schedule A attached hereto.

3. Price.

The total purchase price is \$ \_\_\_\_\_

(a) Buyer has made the following deposit with this Agreement, subject to collection \_\_\_\_\_

(b) Buyer will make the following additional deposit on \_\_\_\_\_  
or before \_\_\_\_\_

Date

(c) Buyer will pay the following amount at the closing by bank or certified check by obtaining a bank or institutional mortgage as described in Paragraph 4: \_\_\_\_\_

(d) Buyer will pay the following balance at the closing by bank or certified check: \_\_\_\_\_

TOTAL \_\_\_\_\_

THE FOLLOWING MORTGAGE CONTINGENCY IS NOT APPLICABLE UNLESS FILLED IN:

4. Mortgage Contingency. Buyer will use Buyer’s best efforts to obtain a written commitment for a mortgage (“Mortgage”) from a bank or other institutional lender on or before \_\_\_\_\_ (“Mortgage Contingency Date”). Buyer will pay all applicable lender fees. The Mortgage must be on the following terms:

(a) Amount: \$ \_\_\_\_\_.

If Buyer cannot obtain a written commitment for the Mortgage, Buyer may terminate this Agreement by providing Seller, not later than the Mortgage Contingency Date, with written notice of Buyer’s inability to obtain such commitment. If Buyer does not elect to terminate this Agreement, then this Agreement will remain in full force and effect, unless Seller, within seven (7) days from the Mortgage Contingency Date, gives written notice to Buyer that Seller has elected to terminate this Agreement as a result of the Buyer’s inability to obtain such commitment. If either party so terminates this Agreement, then all deposits will be returned to Buyer, and this Agreement will be null and void.

5. Escrow of Deposit. All deposits will be held in escrow by Seller’s closing attorney in accordance with Connecticut law until: CHECK ONE

\_\_\_\_\_ the earlier of (a) the date on which Buyer obtains the mortgage commitment described in Paragraph 4, or (b) the eighth (8<sup>th</sup>) day following the Mortgage Contingency Date \_\_\_\_\_ transfer of title

In case of a dispute, Seller's attorney reserves the right to continue to hold all deposits until the parties' rights are finally adjudicated or agreed upon. If Seller's attorney initiates or is made a party in any action arising out of a dispute between the parties over deposits, then any and all costs incurred by Seller's attorney (including, without limitation, attorney's fees and court costs) shall be paid by the non-prevailing party.

6. Closing. The closing will take place on \_\_\_\_\_ or sooner as mutually agreed by the parties.  
Date

The closing will be held at the offices of Seller's attorney or at such other place such as Buyer's mortgage lender may reasonably require.

7. Condition of Property. Seller agrees to purchase the Property from Seller in its **AS IS, WHERE IS** condition. Seller makes no representations regarding the condition of the Property and it is Buyer's responsibility to perform its due diligence before purchasing the Property. Seller acknowledges that the Premises have been utilized as a Landfill by Buyer and other preceding titleholders of the Premises for an undetermined amount of time.

8. Other Conditions. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Title. Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record; any state of facts an accurate survey or personal inspection of the Property might reveal; and (b) current taxes and municipal assessments.

10. Adjustments. Adjustments for rents, water, taxes, sewer, interest, fuel, municipal assessment, and other charges will be made as of the date of the closing in accordance with the custom of the Hartford County Bar Association.

11. Risk of Loss. Risk of loss or damage to the Property shall be upon the Seller until the closing.

12. Default. If Buyer defaults under this Agreement and Seller is not in default, Buyer's deposits shall be paid over to and retained by Seller as liquidated damages, and Buyer and Seller shall be relieved of further liability to each other under this Agreement. If a legal action is brought to enforce any provision of this Agreement, the prevailing party, including the Seller's attorney who is made a party to such action and who has not significantly contributed to the default, shall be entitled to court costs and attorneys' fees.

13. Complete Agreement. This Agreement contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property.

14. Non-assignability. Buyer shall not assign its rights under this Agreement without the written consent of Seller.

15. Survival. This Agreement shall be binding upon and inure to the benefit of the respective personal representatives, heirs, successors and assigns of Buyer and Seller.

16. Inspection of Property. Buyer acknowledges that Buyer has had the opportunity to make a full and complete inspection of the Property and Buyer has accepted the condition of the Property in its **AS IS, WHERE IS** condition.

17. When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Agreement.

18. Buyer shall at all times defend, indemnify and hold harmless Seller from and against any and all claims, damages, and expenses (including but not limited to attorneys' fees) sustained by Seller to the extent any such foregoing claims, damages and expenses are caused or alleged to have been caused by the acts, omissions or negligence of Buyer in connection with Buyer's or Buyer's agents use of the Property before or after the closing on the Property.

19. Pursuant to a certain Agreement By And Between The City of Waterbury And Connecticut Resources Recovery Authority For Access To Landfill For Disposal Of Oversized Bulky Waste (the "Waterbury Bulky Waste Agreement") and a certain Municipal Solid Waste Management Services Contract Between The Connecticut Resources Recovery Authority And The City of Waterbury dated October 1, 1993 (the "Waterbury MSA"), the City of Waterbury has certain rights to dispose of Oversized Bulky Waste generated by the City of Waterbury at the Property. Buyer must abide by the terms of the foregoing Waterbury Bulky Waste Agreement and the Waterbury MSA.

20. In order to effectuate the transfer of the Connecticut DEP permits to operate the Waterbury Landfill from Seller to Buyer, Seller shall perform all actions required by the Connecticut DEP to achieve the foregoing transfer, including but not limited to, providing the Connecticut DEP the requisite financial security the Connecticut DEP requires of the Buyer.

BUYER

SELLER  
CONNECTICUT RESOURCES  
RECOVERY AUTHORITY

\_\_\_\_\_

By \_\_\_\_\_  
Thomas D. Kirk  
Its President  
Duly Authorized

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SCHEDULE A  
LEGAL DESCRIPTION



All two pieces of land, with all the improvements thereon, situated in the said Town of Waterbury bounded and described as follows:

FIRST PIECE:

- EASTERLY - By land now or formerly of State of Connecticut as shown on said map, 130.0 feet, more or less;
- SOUTHEASTERLY - By land now or formerly of New York, New Haven and Hartford Railroad Company, as shown on said map, 767.0 feet, more or less;
- SOUTHERLY - By land now or formerly of New York, New Haven and Hartford Railroad Company, as shown on said map, 511.55 feet;
- EASTERLY AGAIN - By land now or formerly of New York, New Haven and Hartford Railroad Company, as shown on said map, 50 feet;
- SOUTHERLY AGAIN - By land now or formerly of New York, New Haven and Hartford Railroad Company, as shown on said map, 724.55 feet;
- WESTERLY - On Highland Avenue, as shown on said map, 540 feet, more or less;
- NORTHWESTERLY - On Highview Street, as shown on said map, 740 feet, more or less;
- EASTERLY - 170.0 feet, more or less, by other land of Vincent B. LoRusso, Jr., et. al.;
- NORTHEASTERLY - 965.0 feet, more or less, by other land of said LoRusso, et. al., to the place of beginning.

Being a portion of premises conveyed to Vincent B. LoRusso, Sr., Bartholomew J. LoRusso, Jr. and Bartholomew LoRusso, Sr. by The Par Service Corporation ( A Connecticut Corporation) by Warranty Deed dated March 3, 1982, Recorded March 5, 1982, in Waterbury Land Records, Volume 1545, Page 72.

Subject to:

1. Easement - 165 foot right of way - Jennie A. Upson, Cornelia W. Kelsey, Lena Upson and Ruth W. Brevoort to The Connecticut Light & Power Company dated October 21, 1929, October 22, 1929, October 24, 1929, recorded October 29, 1929 in Waterbury Land Records, Volume 433, Page 550.

2. Relinquishment of all rights of access directly to and from the relocation of Route #8 as in Certificate of Taking by the State of Connecticut dated April 16, 1963, recorded April 19, 1963 in Waterbury Land Records, Volume 842, Page 589 and as in quit-claim deed from The Par Service Corporation to The State of Connecticut dated January 12, 1965, recorded March 23, 1965 in Waterbury Land Records, Volume 876, Page 74.

3. Easement - Estate of Thomas C. Upson by C. M. Upson, Atty. to The American Telephone & Telegraph Company recorded February 20, 1901 in Waterbury Land Records, Volume 170, Page 225. MAY AFFECT SAID PREMISES.

4. Easement - Fred P. Upson, Cornelia L. Upson, Charles S. Wright and Harriet C. Wright to The American Telephone & Telegraph Company recorded January 16, 1905, in Waterbury Land Records, Volume 187, Page 352. MAY AFFECT SAID COMPANY.

5. Easement - Ralph J. Tremaglio et al to The Connecticut Light & Power Company dated October 4, 1940, recorded October 16, 1940 in Waterbury Land Records, Volume 506, Page 638. MAY AFFECT SAID PREMISES.

Together with all rights granted by Permith from the State of Connecticut - Department of Environmental Protection to Vincent B. LoRusso dated March 10, 1983, recorded March 30, 1983 in Waterbury Land Records, Volume 1607, Page 227, for establishing & operating a bulky waste disposal area on 6.2 acres of property at the intersection of Highland Avenue and Highview Street.

SECOND PIECE:

Shown with yellow lines on a Map entitled "New York, New Haven & Hartford Railroad Real Estate and Right of Way Department Land in Waterbury, Conn. to be conveyed to Dora Vineburg, Scale 1"=100', October 1944" and bounded and described as follows:

Beginning at a point in the easterly line of Highland Avenue, distant 25 feet southeasterly measured radially from the monumented center line of location of the former New York and New England Railroad leading from Boston, Massachusetts to Hudson River, New York, as shown on said Map; thence Northeasterly bounding northwesterly on remaining railroad land in a curved line to the right having a radius of 1537.88 feet concentric with and distant 25 feet southeasterly, measured radially from monumented center line of location 208 feet; more or less, to a point distant 25 feet southeasterly measured from Station 8030 - 20 of the monumented center line of location; thence southeasterly bounding northeasterly on remaining railroad land in a line drawn radially to said monumented center line of location at Station 8030 - 20 thereof, 125 feet to land now or formerly of The Bristol Company; thence southwesterly bounding southeasterly on land now or formerly of said The Bristol Company in a curved line to the left, having a radius of 1412.88 feet concentric with and distant 150 feet southeasterly measured radially from said monumented center line of location 265 feet more or less to said Highland Avenue; thence northly bounding westerly on said Highland Avenue, 149 feet, more or less, to the point or place of beginning, containing 0.69 of an acre, more or less.

SUBJECT TO: (1) Building lines, if established, and any and all provisions of any planning or zoning ordinance enacted by the Town of Waterbury, and any and all provisions of any ordinance, municipal regulation or public or private law. (2) Rights - Any existing rights or obligation under a Deed from Thomas C. Upson to The Boston, Hartford & Erie Railroad Company dated December 19, 1868, and recorded in Volume 81, Page 231 of the Waterbury Land Records, for a cattle pass and for a water course. May affect said premises. (3) Drainage Conditions - Existing drainage conditions as referred to in a Deed, Dora Vineburg to The Par Land Company dated October 18, 1954, and recorded in Volume 702, Page 382 of the Waterbury Land Records.

## **Exhibits**

- A: Legal Description of the Waterbury Landfill
- B: A-2 Survey
- C: Current CTDEP Operating Permits
- D: Topographic Survey
- E: Larusso's Warranty Deed
- F: 2005 Annual Report CRRA Waterbury Bulky Waste Landfill
- G: Quarterly Landfill Engineering Inspection
- H: The Larusso Easement
- I: The Waterbury Landfill Operating Agreement
- J: City of Waterbury's Municipal Solid Waste Agreement
- K: City of Waterbury's Bulky Waste Agreement with CRRA
- L: Operation And Management Plan Submitted to CTDEP
  
- M: Phase I Environmental Site Assessment  
**(Exhibit Presented Separately)**

**EXHIBITS**  
**A - L**