

**REQUEST FOR BIDS
(RFB OP-08-14**

**MUNICIPAL SOLID WASTE EXPORT TRANSPORTATION AND DISPOSAL
SERVICES WALLINGFORD AND MID-CONNECTICUT RESOURCES RECOVERY
FACILITIES**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY
100 CONSTITUTION PLAZA, 6th FLOOR
HARTFORD, CONNECTICUT 06103**

**RFB ISSUED
MAY 19, 2008**

Request for Bids
Municipal Solid Waste Export Transportation and Disposal Services For the
Wallingford and Mid-Connecticut Resources Recovery Facilities

Connecticut Resources Recovery Authority

Facilities and Service Overview

1. Connecticut Resources Recovery Authority

CRRA is a quasi-public entity, a body politic and corporate, created pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). CRRA has the responsibility for implementing solid waste disposal and recycling programs throughout the State in accordance with the State Solid Waste Management Plan. CRRA oversees a statewide network of resources recovery facilities (4), recycling centers (2), transfer stations (11) and landfills (5).

2. Wallingford Resources Recovery Facility

The Wallingford Resources Recovery Facility is a mass burn facility for municipal solid waste ("MSW") located at 530 South Cherry Street, Wallingford, Connecticut. The plant processes approximately 420 tons of MSW per day, 145,000 tons per year. Covanta Energy, Inc. (the "Operator") operates the Facility under a long term agreement with CRRA. As part of the Operator Agreement, CRRA is responsible for providing transportation and disposal services for excess MSW delivered to the plant during periods of scheduled and unscheduled maintenance outages and during periods of high waste deliveries.

3. Mid-Connecticut Resources Recovery Facility

The Mid-Connecticut Resources Recovery Facility is a refuse-derived-fuel ("RDF") waste-to-energy facility located at 300 Maxim Road, Hartford, Connecticut. The plant is permitted to process up to 19,000 tons of MSW per week. The Facility is supported by the following four CRRA owned transfer stations:

- Ellington Transfer Station located at 140 Sadds Road, Ellington, CT;
- Essex Transfer Station located on Town Dump Road, Essex, CT;
- Torrington Transfer Station located on Old Dump Road, Torrington, CT; and
- Watertown Transfer Station located on Echo Lake Road, Watertown, CT.

The foregoing four transfer stations shall be designated the "Mid-CT Transfer Stations.

The Mid-Connecticut Waste Processing Facility is operated by the Metropolitan District Commission ("MDC) under a long term contract with CRRA. The Ellington, Essex and Watertown transfer stations supporting the waste-to-energy facility are operated by

CWPM, LLC and the Torrington station is operated by Copes Rubbish Removal pursuant to agreements with CRRA.

4. Services Overview

Pursuant to this Request for Bids (the "RFB"), the Connecticut Resources Recovery Authority (the "CRRA") seeks from qualified firms (the "Bidder(s)") price per ton bids for the transportation and disposal of excess MSW ("Export Waste") disposed of at the Wallingford Resources Recovery Facility (the "Wallingford Facility") and the Mid-CT Transfer Stations. Rarely, but on occasion, CRRA may request the selected Bidder(s)/Contractor(s) to provide export Services from the Mid-Connecticut Waste Processing Facility located in Hartford, Connecticut. The definition of MSW as used in this RFB shall mean MSW generated by, and collected from, residential, commercial, institutional, industrial and other establishments but does not include: (i) bulky items such as construction, demolition, and/or land clearing debris; (ii) non-processible items such as household furniture, mattresses, rugs; (iii) solid waste which contains hazardous waste as defined in Connecticut General Statutes Sec. 22a-115; or (iv) and/or any other waste deemed to be unacceptable by CRRA.

Generally, MSW export services are needed during scheduled and unscheduled maintenance outages and during periods of high waste deliveries. The quantity of MSW CRRA authorizes for export varies considerably, and is frequently less than the full amount any single hauler is capable of handling. CRRA frequently uses multiple Contractors during periods MSW exports are needed. Presented in **Attachment 1** of this RFB are historic waste export volumes for both the Wallingford and Mid-Connecticut Resources Recovery Facilities.

CRRA's notification to Contractor(s) authorizing export services for a particular period shall be determined on an on-call, as-needed basis, communicated to hauler(s) via telephone call, e-mail, and/or fax. Authorization to export MSW is normally given by CRRA on the Thursday or Friday immediately preceding the week exports are needed. Normally export activities are performed on a Monday through Friday schedule. The quantity of MSW to be exported by Haulers will vary from week-to-week, month-to-month and CRRA makes no representations or guarantees regarding the volume of MSW that might be exported by any one Contractor.

The successful Bidder(s) (the "Contractor(s)") shall transport and dispose of the MSW at a Contractor selected and CRRA approved alternative disposal facility using Contractor(s) provided labor and equipment. The alternative disposal facility designated by a Bidder in its Bid shall be properly permitted for receipt of such material under all applicable local, state and federal laws.

Payment for Services performed by selected Contractors(s) pursuant to this RFB and Agreement shall be based upon the scale weights generated by CRRA's scales. When submitting invoices for payment, selected Hauler(s) shall use CRRA's scale weights when calculating fees owed by CRRA for Services. CRRA shall not pay invoices that are

not based on CRRA scale weights.

The term of the Agreement is:

- Wallingford Facility - July 1, 2008 through June 30, 2010 with the CRRA option to extend for one additional year of July 1, 2010 through June 30, 2011, exercisable at CRRA sole and absolute discretion.
- Mid-Connecticut Facility and Mid-CT Transfer Stations July 1, 2008 through June 30, 2011.

Bid Instructions and Bid Submission

1. Important Dates

Please note the following dates:

DATE/TIME	ACTIVITY
May 8 and 9, 2008	Legal notice advertising availability of Bid documents published
May 19, 2008	Bid documents available to interested firms
5:00 PM, May 29, 2008	Deadline for written Bidder inquiries regarding Bid and Services
June 6, 2008	Deadline for CRRA to issue written Addendum to answer written Bidder inquires received, if any
June 13, 2008	Deadline for Bid submittal

2. Pre-submission Proposal Inquiries

No verbal questions regarding this RFB shall be accepted. Written questions regarding the bid documents and the Services to be provided shall be submitted by 5:00 PM, May 29, 2008 via:

Mail:
Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: Virginia Raymond

or

Email:
vraymond@crra.org

or

FAX:
860-757-7745

Attn: Virginia Raymond

If CRRA elects to respond to any or all of the written questions received, such responses shall be in writing in the form of an Addendum to the RFB and posted on CRRA's web site for Bidder review.

Oral and all other non-written responses, interpretations and clarifications shall not be legally effective or binding. Any Bidder who attempts to use or uses any means or method other than those set forth above to communicate with CRRA or any director, officer, employee or agent thereof, regarding this RFB shall be subject to disqualification.

3. RFB Submission Deadline

Sealed proposals must be received by CRRA no later than 12:00 noon, June 13, 2008.

Connecticut Resources Recovery Authority
100 Constitution Plaza, 17th Floor
Hartford, Connecticut 06103
Attention: Ms. Virginia Raymond

Bidder's submittal shall be clearly marked on the outside of the sealed envelope with the message, "Bid for MSW Export Services".

Each Bidder shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its bid, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses. Neither CRRA nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of proposals. By submitting a proposal, Bidder expressly waives: (i) any claim(s) for such costs and expenses, and (ii) any such claims or damages.

4. Bid Copies

Bidder shall submit one (1) original and one (1) copy of its bid to CRRA.

5. Acceptance of Bids

All bids shall remain subject to acceptance by CRRA for ninety (90) days after the deadline date for bid submission, but CRRA may, in its discretion, release any proposal at any time prior to the end of such period.

6. Disclosure of Information

Bidders are advised that any information contained in or submitted with or in connection with its bids is subject to disclosure if required by law or otherwise. By submitting a proposal, Bidder expressly waives any claim(s) that Bidder or any of its successors and/or

assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

7. Bid Submittal Forms

Bids shall be submitted on the forms provided by CRRA as part of this RFB Package of Documents. All forms must be completed with the appropriate information required and all blanks on such forms filled in. The Bid Forms to be completed and submitted by Bidder are:

- Attachment 2 - Bid Form;
- Attachment 3 - Bid Price Forms;
- Attachment 4 - Company Information Form;
- Attachment 5 – Background Questionnaire;
- Attachment 6 - Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health And Safety;
- Attachment 7 – References Form;
- Attachment 8 – Disposal Facility Form;
- Attachment 9 – Subcontractor Identification Form;
- Attachment 10 - Vehicle Safety Standards Compliance Form; and
- Attachment 11 – Certification of Nondiscrimination Form.

Form of Notice of Award (sample document) -Attachment 12

Firms selected by CRRA to perform the Services shall be issued a Notice of Award essentially in the form presented in Attachment 12 to this RFB. Within ten (10) days after such issuance, the successful Bidder(s) shall: (i) execute the required number of counterparts of the Agreement; (ii) deliver to CRRA such executed counterparts along with the certificates of insurance required by the Agreement, and (iii) satisfy all other conditions of the Notice of Award.

CRRA will evaluate a Bid on cost, ability of the Bidder to perform the requested Service and any other factor or criterion that CRRA may deem relevant or pertinent for its evaluation of such proposals. The award of the Agreement for the Services will be made, if at all, to the Bidder(s) whose evaluation by CRRA results in CRRA determining that such award to such Proposer is in the best of interests of CRRA. However, the selection of a Bidder and the execution of the Agreement, while anticipated, are not guaranteed. CRRA reserves the right

to reject any or all of the bids, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the bidding process for this RFB, if such rejection or waiver is deemed in the best interests of CRRA. Neither CRRA nor any of its officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation or selection of any bid submitted in response to this RFB.

CRRA may make any investigation deemed necessary to determine the ability of any Bidder to perform the Services required. Each Bidder shall furnish CRRA with all such information as may be required for this purpose.

In addition to the other rights in this RFB, CRRA reserves, holds and may exercise at its sole discretion, the following rights and options:

1. To supplement, amend, or otherwise modify or cancel this RFB with or without substitution of another RFB.
2. To issue additional or subsequent solicitations for proposals.
3. To conduct investigations of the bidder to clarify the information provided pursuant to this RFB and to request additional evidence or documentation to support the information included in any Bid.

Agreement – Attachment 13

Bidders selected to provide Services pursuant to this RFB shall be required to sign a non-negotiable Agreement with CRRA. The Agreement is attached to this RFB (see *Attachment 13 – Municipal Solid Waste Export Transportation and Disposal Services for Wallingford and Mid-Connecticut Resources Recovery Facilities*). Review this document carefully as it contains important information regarding insurance requirements, the Services to be performed, CRRA and Contractor obligations, etc.

Selected Contractors will be required to obtain the proper permits for each vehicle that will access CRRA Facilities and to comply with the Permitting, Disposal and Billing Procedures for each Facility. If a Bidder qualifies as a minority or small business contractor pursuant to the Connecticut General Statutes, CRRA may require the Bidder to register with the State of Connecticut as a minority or small business contractor.

Additional Agreement requirements include:

- **Contractor’s Certification Concerning Gifts – Schedule 5 to the Agreement**

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful Bidder(s) must submit with the Agreement a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFB and the date the Agreement is executed (reference *Schedule 5* to the Agreement). This Certification Concerning Gifts will be executed by the successful Bidder(s) simultaneously with the execution of the Agreement. If the apparently successful Bidder does not execute the

Certification, it will be disqualified for the Agreement. The dates between which the Bidder may not give gifts and the identities of those to whom it may not give gifts are specified in *Schedule 6* to the Agreement (*Attachment 15*) included in this RFB.

- **CRRA President Certification Concerning Gifts – Schedule 6 to the Agreement**

At the time the President of CRRA executes the Agreement, the President of CRRA shall simultaneously execute a document entitled President's Certification Concerning Gifts (reference *Schedule 6* to the Agreement).

- **SEEC Form 11 Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban – Schedule 6 to the Agreement**

This notice (reference *Schedule 6* to the Agreement) is provided and made a part of the Agreement pursuant to Connecticut General Statutes and is for the purpose of informing state contractors and prospective state contractors of the ban on campaign contributions to or the solicitation of campaign contributions by State of Connecticut Executive Branch office holders and/or candidates for State of Connecticut Executive Branch candidates.

- **Certification Concerning Non-Discrimination – Schedule 8 to the Agreement**

At the time the Bidder submitted its Bid to CRRA, it submitted an executed document entitled Certification Concerning Non-Discrimination and said executed document shall be incorporated into the Agreement as *Schedule 8*.

- **Corporate Guaranty (if required by CRRA) - Schedule 4 to the Agreement**

In the event that a Bidder plans to have an affiliate or subsidiary execute the Agreement for the Services set forth in this RFB, the Bidder must provide a guaranty for the affiliate's or subsidiary's performance.

If CRRA determines that based on the financial information submitted by the Bidder, Bidder does not have sufficient financial capacity to perform and carry out its obligations under the Agreement, CRRA may, without any obligation under this RFB to do so, request that the Bidder's parent or affiliate company submit a guaranty.

Any guaranty required by this Section shall be in the form set forth in *Schedule 2* of the Agreement and the guarantor of such guaranty (the "Guarantor") shall provide the following:

The most recent audited financial statements of the Guarantor. Such statements must be certified by an officer of the entity and accompanied by the unqualified opinion of an independent certified public accountant.

The statements must show that the entity Contractor's meets the following threshold criteria:

- (1) Net worth for each of the last three (3) fiscal years of \$7,000,000 or more;
- (2) The ratio of net cash flow from continuing operations to annual debt (net interest and principal) for two (2) out of the last three (3) fiscal years equal to at least 1:1;
- (3) The "current ratio" for two (2) out of the last three (3) fiscal years equal to at least 1:1; and
- (4) Cash and/or cash equivalent of at least \$1,000,000 on the date of the most recent audited financial statement. In addition, no material adverse change in financial position shall have occurred since the end of the most recent fiscal year.

If audited financial statements are not available, a letter signed by an officer of Guarantor's bank indicating that such Guarantor's financial condition meets the threshold criteria enumerated in (1) through (4) above.

ATTACHMENT 1

MSW EXPORT AND DIVERSION ACTIVITY - MID-CONNECTICUT PROJECT

Fiscal Year 05, JULY 1, 2004 - JUNE 30, 2005

Transfer Station	Activity ⁽¹⁾	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Torrington	Diverted	688	1,735	824	0	0	1,059	66	0	0	0	0	0	4,372
	Exported	85	407	0	0	0	720	1,534	192	0	0	0	0	2,938
Watertown	Diverted	1,012	2,243	1,273	512	1,696	4,006	2,103	129	0	0	0	0	12,974
	Exported	0	0	0	0	0	0	1,377	237	0	0	424	0	2,039
Essex	Diverted	222	1,841	559	0	1,391	2,295	1,576	1,122	0	0	0	0	9,005
	Exported	0	0	0	0	0	0	0	0	0	0	0	0	0
Ellington	Diverted	109	2,569	1,897	1,639	3,096	971	1,382	990	0	919	1,343	2,376	17,293
	Exported	1,961	1,220	1,097	0	283	2,729	1,953	0	0	0	0	0	9,242
TOTAL		4,076	10,014	5,650	2,152	6,466	11,780	9,991	2,669	0	919	1,767	2,376	57,862

Fiscal Year 06, JULY 1, 2005 - JUNE 30, 2006

Transfer Station	Activity ⁽¹⁾	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Torrington	Diverted	0	0	75	95	0	0	71	1,254	29	0	263	0	1,787
	Exported	0	0	0	0	0	0	0	1,193	0	84	0	0	1,278
Watertown	Diverted	311	436	1,616	580	499	76	605	2,093	0	0	548	0	6,763
	Exported	0	0	0	0	0	292	0	1,195	17	61	319	0	1,885
Essex	Diverted	0	0	1,239	312	467	0	0	1,613	0	366	732	0	4,730
	Exported	0	0	0	0	0	0	0	0	0	0	0	0	0
Ellington	Diverted	2,580	3,001	4,410	1,558	3,729	1,720	3,306	1,809	1,478	3,587	1,538	0	28,716
	Exported	0	0	0	0	0	0	294	1,242	0	0	0	0	1,536
TOTAL		2,891	3,437	7,341	2,545	4,696	2,088	4,276	10,399	1,524	4,099	3,400	0	46,695

Fiscal Year 07, JULY 1, 2006 - JUNE 30, 2007

Transfer Station	Activity ⁽¹⁾	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Torrington	Diverted	0	1,583	0	219	0	1,829	1,891	0	0	2,447	2,334	3,250	13,553
	Exported	0	0	0	0	0	0	0	0	0	0	315	0	315
Watertown	Diverted	445	713	0	0	0	0	0	0	0	0	505	0	1,663
	Exported	0	0	0	0	0	1,287	0	0	1,087	318	318	381	3,074
Essex	Diverted	0	0	0	0	0	338	981	0	0	736	65	921	3,041
	Exported	0	0	0	0	0	0	0	0	0	0	0	0	0
Ellington	Diverted	904	2,480	0	1,129	1,093	2,674	2,605	0	0	3,344	3,831	3,347	21,408
	Exported	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL		1,349	4,776	0	1,348	1,093	6,128	5,478	0	0	7,615	7,368	7,898	43,054

To Date Fiscal Year 08, JULY 1, 2007 - February 29, 2008

Transfer Station	Activity ⁽¹⁾	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Torrington	Diverted	4,680	3,165	0	1,035	497	0	942	1,924	*	*	*	*	12,242
	Exported	0	0	0	0	0	0	934	1,126	*	*	*	*	2,060
Watertown	Diverted	809	1,075	0	75	149	0	1,551	3,775	*	*	*	*	7,434
	Exported	1,931	3,246	0	1,227	0	0	1,291	203	*	*	*	*	7,898
Essex	Diverted	2,686	2,730	0	1,104	607	394	1,271	1,279	*	*	*	*	10,072
	Exported	22	0	0	0	0	0	0	339	*	*	*	*	361
Ellington	Diverted	3,967	2,285	979	3,365	3,265	603	1,801	803	*	*	*	*	17,067
	Exported	0	0	0	0	0	0	982	2,379	*	*	*	*	3,360
WPF	Diverted	2,646	4,757	0	0	0	0	0	2,071	*	*	*	*	9,474
	Exported	16,742	17,258	979	6,806	4,517	997	8,772	13,897	*	*	*	*	69,968
TOTAL														

⁽¹⁾ Diverted means the MSW was directed to an alternative instate disposal facility. Exported means the MSW was transported via a CRRR contract hauler to an out of state disposal facility.

MSW EXPORT AND DIVERSION ACTIVITY - WALLINGFORD PROJECT

Fiscal Year 05, JULY 1, 2004 - JUNE 30, 2005

Activity ⁽¹⁾	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Diverted	886	870	1,350	852	1,031	641	165	130	404	1,230	32	91	7,682
Exported	472	307	469	72	544	564	0	222	0	414	274	0	3,339
TOTAL	1,358	1,177	1,820	924	1,575	1,206	165	352	404	1,643	306	91	11,021

Fiscal Year 06, JULY 1, 2005 - JUNE 30, 2006

Activity ⁽¹⁾	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Diverted	1,247	289	318	573	1,627	241	0	0	480	0	18	0	4,792
Exported	1,794	1,843	1,748	2,006	1,314	341	409	389	183	1,334	3,589	2,001	16,951
TOTAL	3,041	2,132	2,066	2,579	2,941	582	409	389	662	1,334	3,606	2,001	21,743

Fiscal Year 07, JULY 1, 2006 - JUNE 30, 2007

Activity ⁽¹⁾	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Diverted	85	59	630	252	353	0	24	0	529	41	504	201	2,679
Exported	1,502	464	708	1,163	1,441	38	867	0	0	1,649	1,866	1,201	10,901
TOTAL	1,587	524	1,337	1,415	1,794	38	891	0	529	1,691	2,370	1,403	13,580

To Date Fiscal Year 08, JULY 1, 2007 - February 29, 2008

Activity ⁽¹⁾	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Diverted	85	59	630	252	353	0	24	0	529	41	504	201	2,679
Exported	1,502	464	708	1,163	1,441	38	867	0	0	1,649	1,866	1,201	10,901
TOTAL	1,587	524	1,337	1,415	1,794	38	891	0	529	1,691	2,370	1,403	13,580

Diverted	28	0	1,135	4	21	5	0	0	*	*	*	*	1,193
Exported	1,165	74	2,596	221	1,098	0	0	0	*	*	*	*	5,155
TOTAL	1,193	74	3,732	225	1,119	5	0	0	*	*	*	*	6,348

(1) Diverted means the MSW was directed to an alternative instate disposal facility. Exported means the MSW was transported via a CRRRA contract hauler to an out of state disposal facility.



Attachment 2
BID FORM

PROJECT: Wallingford and Mid-Connecticut
RFB NUMBER: 08-OP-014
CONTRACT FOR: Municipal Solid Waste Export Transportation And Disposal Services for Wallingford and Mid-Connecticut Resources Recovery Facilities
BIDS SUBMITTED TO: Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

1. DEFINITIONS

Unless otherwise defined herein, all terms that are not defined and used in this Bid Form (a "Bid") shall have the same respective meanings assigned to such terms in the Contract Documents.

2. TERMS AND CONDITIONS

The undersigned (the "Bidder") accepts and agrees to all terms and conditions of the Request For Bids, Instructions To Bidders, the Agreement and any Addenda to any such documents.

This Bid shall remain open and subject to acceptance by CRRA until October 31, 2008.

3. BIDDER'S OBLIGATIONS

The Bidder proposes and agrees, if this Bid is accepted by CRRA and CRRA issues a Notice of Award to the Bidder, to the following:

- (a) To perform, furnish and complete all the Services as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs set forth in this Bid and in accordance with the terms and conditions of the Contract Documents and Agreement;
- (b) Within ten (10) days after the date that CRRA issues a Notice Of Award to the Bidder, the Bidder agrees to the following:

- (1) Execute and deliver to CRRA the non-negotiable Agreement and other Contract Documents;
 - (2) To execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
 - (3) To execute and deliver to CRRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
 - (4) To satisfy all other conditions of the Notice Of Award;
- (c) At the request of CRRA and if the successful Bidder qualifies, to apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

4. BIDDER'S REPRESENTATIONS CONCERNING THE AGREEMENT

In submitting this Bid, Bidder acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFB, are non-negotiable provided however that CRRA reserves the right to negotiate with Bidder over Bidder's price for the Services submitted on its Bid Price Forms.

5. BIDDER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Bid, Bidder represents that:

- (a) Bidder has thoroughly examined and carefully studied the RFB Package Documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

Addendum Number	Date Issued

- (b) The Bid is premised upon performing, furnishing and completing the Services required by the Contract Documents and applying the specific means, methods,

techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;

- (c) Bidder is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;
- (d) Bidder has studied and carefully correlated Bidder's knowledge and observations with the Contract Documents and such other related data;
- (e) Bidder has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Bidder;
- (f) If Bidder has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, such failure shall be deemed by both Bidder and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Bidder is aware of the general nature of work to be performed by CRRA and others that relates to the Services for which this Bid is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Services for which this Bid is submitted.

6. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this Bid, Bidder acknowledges and agrees that Bidder shall not use any information made available to it or obtained in any examination made by it in connection with this RFB in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Services.

7. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

In submitting this Bid, Bidder acknowledges and agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, Bidder shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Bidder's performance of this Agreement, nor shall Bidder include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. Bidder represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any bid or other submittal to CRRA in connection with this RFB.

8. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Bid, Bidder:

- (a) Recognizes and agrees that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with Bidder's Bid is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Bidder or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

9. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION

By submission of this Bid, the Bidder, together with any affiliates or related persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, to the best of its knowledge and belief:

- (a) The prices in the Bid 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;
- (b) Unless otherwise required by law, the prices that have been quoted in this Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to "opening" to any other person or company;
- (c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- (d) Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; and
- (e) Bidder has not sought by collusion to obtain for itself any advantage for the Services over any other bidder for the Services or over CRRA.

10. BIDDER'S REPRESENTATIONS CONCERNING RFB FORMS

By submission of this Bid, the Bidder, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFB that are submitted to CRRA as part of its Bid are identical in form and content to the preprinted forms in the RFB except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

11. BIDDER'S WAIVER OF DAMAGES

Bidder and all its affiliates and subsidiaries understand that by submitting a Bid, Bidder is acting at its and their own risk and Bidder does for itself and all its affiliates, subsidiaries, successors and assigns hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting from:

- (a) Any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all bids by CRRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the Services (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Services (or any part thereof) pursuant to the Contract Documents.

12. BIDDER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 16 [SEEC Form 11] of this RFB.

13. ATTACHMENTS

The following documents are attached hereto and made a part of this Bid:

- (a) Attachment 2 - Bid Form;
- (b) Attachment 3 - Bid Price Forms;
- (c) Attachment 4 - Company Information Form;
- (d) Attachment 5 – Background Questionnaire;
- (e) Attachment 6 – Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (f) Attachment 7 - References Form;
- (g) Attachment 9 – Disposal Facility Form;
- (h) Attachment 10 – Subcontractor Identification Form;

- (i) Attachment 11 – Vehicle Safety Standards Compliance Form;
- (j) Attachment 12 - Certification Concerning Nondiscrimination Form;
- (k) Attachment 15 – Form of Notice of Award; and
- (l) Attachment 16 – Agreement.

14. NOTICES

Communications concerning this Bid should be addressed to Bidder at the address set forth below.

Bidder Name:	
Bidder Contact:	
Title:	
Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

15. ADDITIONAL REPRESENTATION

Bidder hereby represents that the undersigned is duly authorized to submit this Bid on behalf of Bidder.

AGREED TO AND SUBMITTED ON _____, 2008

Name of Bidder (Firm):	
Signature of Bidder Representative:	
Name (Typed/Printed):	
Title (Typed/Printed):	



ATTACHMENT 3

BID PRICE FORM

This Bid Price Form is comprised of two components

1. Per ton transportation and disposal fees; and
2. Fuel price adjustment.

The undersigned Bidder hereby proposes to provide to the Connecticut Resources Recovery Authority the Services as specified in the Contract Documents for the transportation and disposal of municipal solid waste in accordance with CRRA's RFB dated May 19, 2008.

CRRA shall use the following index and formula to adjust the per ton disposal price effective July 1, 2009 and for each subsequent Contract Year during the term of the Agreement.

The per ton disposal price set forth below shall be adjusted annually (each Contract Year) beginning July 1, 2009 to reflect seventy five percent (75%) of the annual change in the Consumer Price Index ("CPI") CUURX100SA0 All Items/All Urban (NE Urban Class B/C) as published by the U.S. Department of Labor, Bureau of Labor.

$$(1+.75 \times ((CPI_n - CPI_{n-1}) / - CPI_{n-1}))$$

The per ton transportation price set forth below shall be adjusted annually (each Contract Year) beginning July 1, 2009 to reflect fifty percent (50%) of the annual change in the Consumer Price Index ("CPI") CUURX100SA0 All Items/All Urban (NE Urban Class B/C) as published by the U.S. Department of Labor, Bureau of Labor.

$$(1+.50 \times ((CPI_n - CPI_{n-1}) / - CPI_{n-1}))$$

GUARANTEED FIXED PRICES FOR TRANSPORTATION AND DISPOSAL SERVICES FOR CONTRACT YEAR 1 OF AUGUST 1, 2008 THROUGH JUNE 30, 2009

Transportation and Disposal Price From Ellington Transfer Station (\$/Ton)		Transportation and Disposal Price From Essex Transfer Station (\$/Ton)		Transportation and Disposal Price from Torrington Transfer Station (\$/Ton)	
Transportation	Disposal	Transportation	Disposal	Transportation	Disposal
\$	\$	\$	\$	\$	\$
Transportation and Disposal Price From Watertown Transfer Station (\$/Ton)		Transportation and Disposal Price From Mid-Conn Waste Processing Facility (\$/Ton)		Transportation and Disposal Price From Wallingford Facility (\$/Ton)	
Transportation	Disposal	Transportation	Disposal	Transportation	Disposal
\$	\$	\$	\$	\$	\$

Bidder affirms that the Bid prices above represent the entire cost to complete the Services in accordance with the Contract Documents, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the Services, and that each and every such claim is hereby expressly waived by Bidder.

Name of Bidder (Firm):	
Signature of Bidder Representative:	
Name (Type/Print):	
Title:	
Date:	



CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY

PRICE ADJUSTMENT FOR TRANSPORTATION FUEL COSTS

The undersigned hereby proposes the following Fuel Adjustments.

Bidders shall complete the Fuel Surcharge for Truck Transportation Table for truck transportation. The Fuel Adjustments shall be performed on a monthly basis using the previous month's indices average.

FUEL ADJUSTMENT FOR TRUCK TRANSPORTATION TABLE

Average Price/Gallon ¹	Per Ton Surcharge (increase or decrease in per ton Transportation Prices proposed)	Average Price/Gallon ¹	Per Ton Surcharge (increase or decrease in per ton Transportation Prices proposed)	Average Price/Gallon ¹	Per Ton Surcharge (increase or decrease in per ton Transportation Prices proposed)
\$2.100 - \$2.199	\$	\$3.500 - \$3.599	\$	\$4.900 - \$4.999	\$
\$2.200 - \$2.299	\$	\$3.600 - \$3.699	\$	\$5.000 - \$5.099	\$
\$2.300 - \$2.399	\$	\$3.700 - \$3.799	\$	\$5.100 - \$5.199	\$
\$2.400 - \$2.499	\$	\$3.800 - \$3.899	\$	\$5.200 - \$5.299	\$
\$2.500 - \$2.599	\$	\$3.900 - \$3.999	\$	\$5.300 - \$5.399	\$
\$2.600 - \$2.699	\$	\$4.000 - \$4.099	\$	\$5.400 - \$5.499	\$
\$2.700 - \$2.799	\$	\$4.100 - \$4.199	\$	\$5.500 - \$5.599	\$
\$2.800 - \$2.899	\$	\$4.200 - \$4.299	\$	\$5.600 - \$5.699	\$
\$2.900 - \$2.999	\$	\$4.300 - \$4.399	\$	\$5.700 - \$5.799	\$
\$3.000 - \$3.099	\$	\$4.400 - \$4.499	\$	\$5.800 - \$5.899	\$
\$3.100 - \$3.199	\$	\$4.500 - \$4.599	\$ 0.00	\$5.900 - \$5.999	\$
\$3.200 - \$3.299	\$	\$4.600 - \$4.699	\$	\$6.000 - \$6.099	\$
\$3.300 - \$3.399	\$	\$4.700 - \$4.799	\$	\$6.100 - \$6.199	\$
\$3.400 - \$3.499	\$	\$4.800 - \$4.899	\$	\$6.200 - \$6.299	\$

¹ Bureau of Labor Statistics Average Price Data, Series ID APU010074717, Northeast Urban, Automotive Diesel Fuel, as reported monthly.

IN WITNESS WHEREOF, the undersigned has executed this certificate this _____ day of _____ 200 8 _____

By (Signature): _____

Name (Print): _____

Title: _____



**ATTACHMENT 4
COMPANY INFORMATION
FORM**

Bidder shall complete and submit this Form with its Bid. In addition, Bidder shall submit with its Bid audited financial statements (including a Bidder's affiliate or subsidiary designated by Bidder to execute the Agreement, if awarded) which include, at a minimum, income statement, balance sheet, and statement of changes in financial position, for the most recent fiscal year. In connection with CRRA's foregoing requirement to submit financial statements, the Bidder may request that CRRA keep its foregoing financial statements in confidence/private. To keep the financial statement in confidence, Bidder must submit its financial statements in a separate sealed and marked envelope. If so requested by the Bidder, CRRA shall use best efforts to keep said financial statements in confidence.

BIDDER INFORMATION

Name of Bidder:			
Address of Central Office or Headquarters:			
Name of Parent Company (if any):			
Legal structure of Bidder (Corporation, LLC, Partnership, etc.)			
If Bidder is a corporation, in what state is Bidder incorporated?			
Provide brief description of Bidder's organization (names of subsidiaries or partnerships and their relationship to Bidder)			

	Yes	No
Is Bidder registered to do business in Connecticut?	<input type="checkbox"/>	<input type="checkbox"/>
Does Bidder intend to create a separate business entity to perform the Services contemplated by the RFB and contract documents?	<input type="checkbox"/>	<input type="checkbox"/>



ATTACHMENT 5 BACKGROUND QUESTIONNAIRE

This Questionnaire must be completed and properly executed by an individual or business entity submitting a bid to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor").

Please answer the following questions by placing an "X" in the appropriate box.

	Yes	No
<p>1. Has the Contractor or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Contractor ever been the subject of a criminal investigation?</p> <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Has the Contractor or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Contractor ever been the subject of a civil investigation?</p> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Contractor has an ownership interest in excess of 50% in such entity ever been the subject of a criminal investigation?</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
<p>4. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Contractor has an ownership interest in excess of 50% in such entity ever been the subject of a civil investigation?</p> <p><i>If you answered "Yes" to Question 4, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Has the Contractor or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Contractor ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p><i>If you answered "Yes" to Question 5, on a separate sheet of paper please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) of _____ (Firm Name), the Contractor herein, that he/she has provided answers to the foregoing questions on the Contractor's background, and, under the penalty of perjury, certifies that each and every answer is true.

Sworn to before me this _____ day of _____ 200 8

Notary Public/Commissioner of the Superior Court

ATTACHMENT 6

**QUESTIONS CONCERNING AFFIRMATIVE ACTION,
SMALL BUSINESS CONTRACTORS, AND
OCCUPATIONAL HEALTH AND SAFETY**



**QUESTIONNAIRE CONCERNING AFFIRMATIVE
ACTION, SMALL BUSINESS CONTRACTORS AND
OCCUPATIONAL HEALTH AND SAFETY**

Because CRRA is a political subdivision of the State of Connecticut, it is required by various statutes and regulations to obtain background information on prospective contractors prior to entering into a contract. The questions below are designed to assist CRRA in procuring this information. Many of the questions are required to be asked by RCSA 46a-68j-31. For the purposes of this form, "Contractor" means Bidder, Proposer or Statement of Qualifications Submitter, as appropriate.

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2. If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1A. How many employees does the Contractor have? <input type="text"/>		
2. Is the Contractor a Small Contractor based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3. If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor registered with the DAS as a Certified Small Business? <i>If you answered "Yes" to Question 2A, please provide a copy of your Set-Aside Certificate.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a MWDP Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4. If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor registered with DAS as a MWDP Small Business?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5. If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4A. Has the Affirmative Action Plan been approved by the CHRO?	<input type="checkbox"/>	<input type="checkbox"/>
4B. Will the Contractor develop and implement an Affirmative Action Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has the Contractor been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will subcontractors be involved? <i>If you answered "Yes" to Question 9, proceed to Question 9A. If you answered "No" to Question 9, you are finished with the questionnaire.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9A. How many subcontractors will be involved? <input type="text"/>		

LIST OF ACRONYMS

RCSA	-	Regulations of Connecticut State Agencies
CHRO	-	State of Connecticut Commission on Human Rights and Opportunities
DAS	-	State of Connecticut Department of Administrative Services
MWDP	-	Minority/Women/Disabled Person

FOOTNOTE

- ¹ If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds \$50,000.00 in any fiscal year, and the Contractor has 50 or more employees, the Contractor, in accordance with the provisions of Section 46a-68c of the Connecticut General Statutes, shall develop and file an affirmative action plan with the Connecticut Commission on Human Rights and Opportunities.

SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

Contractor must meet all of the following criteria to qualify as a Small Contractor:

1. Has been doing business and has maintained its principal place of business in the State for a period of at least one year immediately preceding the issuance of the Request For Bids/Proposals/Qualifications;
2. Has had gross revenues not exceeding ten million dollars in the most recently completed fiscal year;
3. Is headquartered in Connecticut; and,
4. At least 51% of the ownership of the Contractor is held by a person or persons who are active in the daily affairs of the business and have the power to direct the management and policies of the business.

SCHEDULE B CRITERIA FOR A MINORITY/WOMAN/DISABLED PERSON BUSINESS ENTERPRISE

Contractor must meet all of the following criteria to qualify as a Minority/Woman/Disabled Person Business Enterprise:

1. Satisfies all of the criteria in Schedule A for a Small Contractor;
2. 51% or more of the business and/or its assets must be owned by a person or persons who are minorities as defined in Connecticut General Statutes Section 32-9n (please see below) or is an individual with a disability;
3. The Minority/Woman/Disabled Person must have the power to change policy and management of the business; and,
4. The Minority/Woman/Disabled Person must be active in the day-to-day affairs of the business.

CONNECTICUT GENERAL STATUTES SECTION 32-9n

Sec. 32-9n. Office of Small Business Affairs. (a) There is established within the Department of Economic and Community Development an Office of Small Business Affairs. Such office shall aid and encourage small business enterprises, particularly those owned and operated by minorities and other socially or economically disadvantaged individuals in Connecticut. As used in this section, minority means: (1) Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin; (2) Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race; (3) all persons having origins in the Iberian Peninsula, including Portugal, regardless of race; (4) women; (5) Asian Pacific Americans and Pacific islanders; or (6) American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.



**ATTACHMENT 7
REFERENCES FORM**

In space below, provide the names of three (3) references who can attest to the quality of the services provided by Bidder. Include job title, affiliation, address, phone number and a brief description of the services provided for each reference.

REFERENCE 1

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

REFERENCE 2

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

REFERENCE 3

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	



**ATTACHMENT 9:
CONTRACTOR-SELECTED
DISPOSAL FACILITY(IES) FORM**

Bidder shall list on the following pages all disposal facilities that will be used in the performance of the Services should Bidder be awarded an Agreement for the Services. Bidder shall identify all disposal facilities (including landfill(s), transfer station(s), waste-to-energy facilities, etc.) it will use in the performance of the Services.

Disposal Facility 1

Name of Facility:			
Address of Facility:			
Name of Owner/Operator:			
Name of Facility Manager:		Telephone #:	
Name of Facility Environmental Manager:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Type of Facility: (Check appropriate box)	<input type="checkbox"/> Landfill	<input type="checkbox"/> Transfer Station	
	<input type="checkbox"/> Resource Recovery Facility	<input type="checkbox"/> Volume Reduction Facility	
	<input type="checkbox"/> Other (Specify)		
Amount of Pollution Liability Insurance Carried by Facility:		\$	
Permits Held by Facility (enter "N/A" if not applicable):	Solid Waste	No:	Date Issued:
	Groundwater	No:	Date Issued:
	Air	No:	Date Issued:
		No:	Date Issued:

If the Disposal Facility is a Landfill, please answer the following questions:

	Yes	No
Is the Landfill on the CERCLIS or National Priorities List?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Landfill constructed with a synthetic base liner?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a leachate collection system?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a groundwater monitoring program?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a gas collection system?	<input type="checkbox"/>	<input type="checkbox"/>
If the Landfill has a gas collection system, is the gas used to generate electricity?	<input type="checkbox"/>	<input type="checkbox"/>
Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?	<input type="checkbox"/>	<input type="checkbox"/>
Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law?	<input type="checkbox"/>	<input type="checkbox"/>
How much is the estimated cost for facility closure?	\$	
How much is the estimated cost for facility post-closure monitoring and maintenance?	\$	
What funding mechanism is used to guarantee closure and post-closure activities?		

Disposal Facility 2 (if applicable)

Name of Facility:			
Address of Facility:			
Name of Owner/Operator:			
Name of Facility Manager:		Telephone #:	
Name of Facility Environmental Manager:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Type of Facility: (Check appropriate box)	<input type="checkbox"/> Landfill	<input type="checkbox"/> Transfer Station	
	<input type="checkbox"/> Resource Recovery Facility	<input type="checkbox"/> Volume Reduction Facility	
	<input type="checkbox"/> Other (Specify)		
Amount of Pollution Liability Insurance Carried by Facility:		\$	
Permits Held by Facility (enter "N/A" if not applicable):	Solid Waste	No:	Date Issued:
	Groundwater	No:	Date Issued:
	Air	No:	Date Issued:
		No:	Date Issued:

If the Disposal Facility is a Landfill, please answer the following questions:

	Yes	No
Is the Landfill on the CERCLIS or National Priorities List?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Landfill constructed with a synthetic base liner?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a leachate collection system?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a groundwater monitoring program?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a gas collection system?	<input type="checkbox"/>	<input type="checkbox"/>
If the Landfill has a gas collection system, is the gas used to generate electricity?	<input type="checkbox"/>	<input type="checkbox"/>
Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?	<input type="checkbox"/>	<input type="checkbox"/>
Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law?	<input type="checkbox"/>	<input type="checkbox"/>
How much is the estimated cost for facility closure?	\$	
How much is the estimated cost for facility post-closure monitoring and maintenance?	\$	
What funding mechanism is used to guarantee closure and post-closure activities?		

Disposal Facility 3 (if applicable)

Name of Facility:			
Address of Facility:			
Name of Owner/Operator:			
Name of Facility Manager:		Telephone #:	
Name of Facility Environmental Manager:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Type of Facility: (Check appropriate box)	<input type="checkbox"/> Landfill	<input type="checkbox"/> Transfer Station	
	<input type="checkbox"/> Resource Recovery Facility	<input type="checkbox"/> Volume Reduction Facility	
	<input type="checkbox"/> Other (Specify)		
Amount of Pollution Liability Insurance Carried by Facility:		\$	
Permits Held by Facility (enter "N/A" if not applicable):	Solid Waste	No:	Date Issued:
	Groundwater	No:	Date Issued:
	Air	No:	Date Issued:
		No:	Date Issued:

If the Disposal Facility is a Landfill, please answer the following questions:

	Yes	No
Is the Landfill on the CERCLIS or National Priorities List?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Landfill constructed with a synthetic base liner?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a leachate collection system?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a groundwater monitoring program?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a gas collection system?	<input type="checkbox"/>	<input type="checkbox"/>
If the Landfill has a gas collection system, is the gas used to generate electricity?	<input type="checkbox"/>	<input type="checkbox"/>
Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?	<input type="checkbox"/>	<input type="checkbox"/>
Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law?	<input type="checkbox"/>	<input type="checkbox"/>
How much is the estimated cost for facility closure?	\$	
How much is the estimated cost for facility post-closure monitoring and maintenance?	\$	
What funding mechanism is used to guarantee closure and post-closure activities?		

Disposal Facility 4 (if applicable)

Name of Facility:			
Address of Facility:			
Name of Owner/Operator:			
Name of Facility Manager:		Telephone #:	
Name of Facility Environmental Manager:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Type of Facility: (Check appropriate box)	<input type="checkbox"/> Landfill	<input type="checkbox"/> Transfer Station	
	<input type="checkbox"/> Resource Recovery Facility	<input type="checkbox"/> Volume Reduction Facility	
	<input type="checkbox"/> Other (Specify)		
Amount of Pollution Liability Insurance Carried by Facility:		\$	
Permits Held by Facility (enter "N/A" if not applicable):	Solid Waste	No:	Date Issued:
	Groundwater	No:	Date Issued:
	Air	No:	Date Issued:
		No:	Date Issued:

If the Disposal Facility is a Landfill, please answer the following questions:

	Yes	No
Is the Landfill on the CERCLIS or National Priorities List?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Landfill constructed with a synthetic base liner?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a leachate collection system?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a groundwater monitoring program?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a gas collection system?	<input type="checkbox"/>	<input type="checkbox"/>
If the Landfill has a gas collection system, is the gas used to generate electricity?	<input type="checkbox"/>	<input type="checkbox"/>
Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?	<input type="checkbox"/>	<input type="checkbox"/>
Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law?	<input type="checkbox"/>	<input type="checkbox"/>
How much is the estimated cost for facility closure?	\$	
How much is the estimated cost for facility post-closure monitoring and maintenance?	\$	
What funding mechanism is used to guarantee closure and post-closure activities?		



**ATTACHMENT 10:
SUBCONTRACTOR
IDENTIFICATION FORM**

Bidder shall list below all subcontractor(s) Bidder intends to use in the performance of Services if Bidder is selected to perform the Services and awarded the Agreement. Bidder shall include a description of the Services to be provided by the subcontractor(s).

Subcontractor 1

Company Name	
Services To Be Provided	

Subcontractor 2

Company Name	
Services To Be Provided	

Subcontractor 3

Company Name	
Services To Be Provided	

Subcontractor 4

Company Name	
Services To Be Provided	



ATTACHMENT 10 VEHICLE SAFETY STANDARDS

Bidder is required to be in compliance with and not limited to the following Federal Motor Carrier Safety Administration and State of Connecticut D.O.T. vehicle safety requirements.

This section must be fully completed and a **NO** answer should be addressed in writing and attached to Bidder's Bid submittal.

	Yes	No
1. Bidder's drivers or their sub-contracted drivers have a CDL or are licensed to drive both in and out of the State of Connecticut.	<input type="checkbox"/>	<input type="checkbox"/>
2. Bidder(s) has record on file of driver's vehicle driving record.	<input type="checkbox"/>	<input type="checkbox"/>
3. Bidder(s) has records of vehicles being used regarding transport weight capacity and compliance with Federal and Connecticut DOT safety guidelines.	<input type="checkbox"/>	<input type="checkbox"/>
4. Bidder(s) has vehicle maintenance procedures/schedules for both its and its sub-contractor vehicles.	<input type="checkbox"/>	<input type="checkbox"/>
5. Bidder(s) has safety procedures for its and its sub-contractor vehicles regarding Hand-Operated Controls, Foot Operated Controls, and Dash Board Displays as outlined in both the Federal and Connecticut State Safety Standards.	<input type="checkbox"/>	<input type="checkbox"/>

By (Signature): _____

Name (Print): _____

Proposer Name: _____



**ATTACHMENT 11
CERTIFICATION CONCERNING
NONDISCRIMINATION**

This certification must be executed by an individual or business entity submitting a bid to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor") regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.

I, _____, a duly authorized officer and/or representative
of _____ (firm name)
(the "Contractor"), hereby certify that:

1. Contractor seeks to enter into the Municipal Solid Waste Export Transportation And Disposal for Wallingford and Mid-Connecticut Resources Recovery Facilities Service Agreement (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. In carrying out its obligation under the Agreement, Contractor will abide by the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142; and
3. Attached are the policies and procedures concerning nondiscrimination, which have not been modified or rescinded, adopted by the appropriate governing body or management of Contractor; and
4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief.

IN WITNESS WHEREOF, the undersigned has executed this certificate this
_____ day of _____ 200__ 8

By (Signature): _____

Name (Print): _____

Title: _____



ATTACHMENT 12
FORM OF NOTICE
OF AWARD

TO: [NAME OF SUCCESSFUL BIDDER]
[ADDRESS OF SUCCESSFUL BIDDER]

PROJECT: Wallingford and Mid-Connecticut

RFB NO.: 08-OP-014

CONTRACT: Municipal Solid Waste Export Transportation And Disposal Services
Wallingford and Mid-Connecticut Resources Recovery Facilities

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [DATE] in response to CRRA's Notice To Contractors – Invitation To Bid for the above-referenced Services, which Service is more particularly described in the Municipal Solid Waste Export Transportation And Disposal Services Wallingford and Mid-Connecticut Resources Recovery Facilities Agreement (the "Service").

You are hereby notified that your firm has been selected to perform the Services. The amount of the award for the Services for the contract term is as specified in **Schedule 1** of the Agreement.

Within ten (10) days from the date of this Notice of Award you are required to:

- (a) Deliver to CRRA to executed counterparts of the non-negotiable Agreement;
- (b) Deliver to CRRA the requisite certificates of insurance;
- (c) Deliver to CRRA all other Contract Documents attached to the Notice of Award; and
- (d) Satisfy all other conditions set forth herein.

As you have agreed, the terms and conditions of the Agreement, as attached, are non-negotiable.

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (d) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Bid as abandoned and terminated.

CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

You are required to acknowledge your receipt of this Notice Of Award by signing below and returning the same to CRRA.

Dated this [DAY] day of [MONTH], [YEAR].

Connecticut Resources Recovery Authority

By: _____
[NAME OF CRRA OFFICIAL]
Title: [TITLE OF CRRA OFFICIAL]

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 200_.

By:

Signature: _____

Name (print/type): _____

Title: _____

**MUNICIPAL SOLID WASTE EXPORT TRANSPORTATION AND DISPOSAL
SERVICES FOR WALLINGFORD AND MID-CONNECTICUT RESOURCES
RECOVERY FACILITIES AGREEMENT**

This **MUNICIPAL SOLID WASTE EXPORT TRANSPORTATION AND DISPOSAL SERVICES FOR WALLINGFORD AND MID-CONNECTICUT RESOURCES RECOVERY FACILITIES AGREEMENT** (the "Agreement") is made and entered into as of this 1st day of July, 2008, by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 (hereinafter "CRRA") and [NAME OF CONTRACTOR], a [STATE OF INCORPORATION] company, having its principal offices at [ADDRESS OF CONTRACTOR] (hereinafter "Contractor").

PRELIMINARY STATEMENT

CRRA is the lessee of a certain parcel of real property located at Town Dump Road, Essex, Connecticut on which CRRA operates a transfer station (the "Essex Transfer Station"). CRRA is the owner of a certain parcel of real property located at Old Dump Road, Torrington, Connecticut on which CRRA operates a transfer station (the "Torrington Transfer Station") CRRA is the owner of a certain parcel of real property located at Route 140 Sadds Mill Road, Ellington, Connecticut on which CRRA operates a transfer station (the "Ellington Transfer Station"). CRRA is the owner of a certain parcel of real property located at Echo Lake Road, Watertown, Connecticut on which CRRA operates a transfer station (the "Watertown Transfer Station"). CRRA leases a certain piece or parcel of real property located on Reserve Road in Hartford, Connecticut upon which property CRRA owns and operates a certain solid waste resources recovery facility (the "Hartford Facility"), and the Hartford Facility together with the Essex Transfer Station, Torrington Transfer Station, Ellington Transfer Station and Watertown Transfer Station are hereinafter collectively referred to as the "Mid-Connecticut Facilities." CRRA owns a certain piece or parcel of real property located on South Cherry Street in Wallingford, Connecticut, upon which property CRRA owns and operates a certain solid waste resources recovery facility (the "Wallingford Facility"), and the Mid-Connecticut Facilities and the Wallingford Facility are hereinafter collectively referred to as the "CRRA Facilities." CRRA now desires to enter into this Agreement in order to have Contractor transport and dispose certain MSW from the CRRA Facilities to certain Disposal Sites identified in **Schedule 2** herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRRA and Contractor hereby agree as follows.

1. For the purposes of this Agreement, the term "Solid Waste" shall mean unwanted and discarded solid material consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding semi-solid, liquid material collected and treated in a municipal sewerage system; and the term "MSW" shall mean Solid Waste generated

by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of any Municipality, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as the Procedures for processing by and disposal at the Facility, but excluding any Solid Waste that is or may in the future be required by law or regulation to be recycled. CRRA collects certain MSW for disposal at the CRRA Facilities. At certain times during the term of this Agreement, CRRA may need to have excess MSW removed from its CRRA Facilities and Contractor shall be responsible for removing the MSW in trucks from the CRRA Facilities and transporting it to the Disposal Sites identified in **Schedule 2** herein. Contractor shall be responsible for furnishing all labor, materials, fuel, supplies, tools, equipment, trucks, and other facilities and necessary appurtenances or property for or incidental to the performance and completion of said transportation and disposal of the MSW to the Disposal Sites (the "Services"). Trucks for the transport of MSW shall be supplied by Contractor and meet the permit requirements of CRRA and any other governmental regulatory bodies. The trucks shall be 100 cubic yard transfer trailers with open top loading capability. MSW loads shall be covered during transport to Disposal Sites to avoid spillage. All trucks will be inspected periodically by CRRA to assure compliance with these requirements. Contractor shall be responsible for any fines, penalties, enforcement actions and associated costs of such action and all costs associated with clean-up or correction of spills resulting from the transportation of the MSW in Contractor's hauling vehicles.

2. CRRA or its agents shall be responsible for assuring that Contractor's trucks are properly loaded at the CRRA Facilities and that the Contractor's trucks have proper access to the CRRA Facilities. Contractor recognizes that there will be some delays in the loading of its trucks associated with the normal business operations of the CRRA Facilities.

3. All Services shall be performed and completed by Contractor in a good workmanlike manner consistent with: (i) any and all instructions, guidance and directions provided by CRRA to Contractor; (ii) the highest industry standards applicable to Contractor and its performance of the Work hereunder; (iii) performance that minimizes negative impact on the daily operation and functions of CRRA at its CRRA Facilities; (iv) any of the terms of, where applicable, CRRA's Mid-Connecticut Project Permitting, Disposal and Billing Procedures and/or CRRA's Wallingford Project Permitting, Disposal and Billing Procedures (collectively the "Procedures"), and (v) all Laws and Regulations related to Contractor's performance of the Work (hereinafter collectively referred to as the "Standards").

4. In its performance of the Services, Contractor shall be authorized to transport the MSW to only the disposal sites presented in **Schedule 2** herein; or any other disposal site or facility approved in writing in advance by CRRA prior to any disposal by Contractor at said site or facility (the "Disposal Sites"). All such Disposal Sites must be currently permitted disposal facilities operating in accordance with, and pursuant to, all applicable governmental regulations, statutes, permitting requirements, and any other such requirement. Prior to its transportation and disposal of any MSW, Contractor shall provide CRRA with written evidence of its authorization to dispose MSW at the Disposal Sites that is deemed satisfactory to CRRA at its sole and absolute discretion. At CRRA's discretion, Contractor shall coordinate and obtain the permission of the owner/operator of the Disposal Sites to allow CRRA, or its agents, to inspect the Disposal Sites at any time during the term of this Agreement.

5. The term of this Agreement:

Services to the Wallingford Resources Recovery Facility shall commence on July 1, 2008 (the "Commencement Date") and shall terminate on June 30, 2010 with one optional extension period of July 1, 2010 through June 30, 2011 exercisable at CRRA's sole and absolute discretion or unless otherwise terminated or extended in accordance with the terms and conditions hereof.

Services to the Mid-Connecticut Facilities shall commence on July 1, 2008 (the "Commencement Date") and shall terminate on June 30, 2011.

The Agreement shall become effective on the Commencement Date, subject to the approval of CRRA's Board of Directors. CRRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance and completion of the Work hereunder. Accordingly, Contractor shall perform and complete any Work hereunder during the term of this Agreement in accordance with the needs of CRRA to operate its CRRA Facilities properly and efficiently.

6. CRRA shall pay Contractor for each ton of MSW removed, transported, and disposed of [if applicable] from the Mid-Connecticut Facilities and/or from the Wallingford Facility during the term of this Agreement in accordance with the per ton prices specified in **Schedule 1**. Payments under this Agreement shall be based upon the scale weight data generated by CRRA's scales. This shall be the total compensation to Contractor for its performance of the Work hereunder. Invoices for Services provided by Contractor shall be submitted monthly. Contractor shall submit with each monthly invoice a copy of the weight ticket(s) provided to Contractor by the disposal facility(s) verifying the acceptance of the MSW for disposal at the authorized sites listed in Section 4 of this Agreement.

7. CRRA may terminate this Agreement at any time by giving Contractor ten (10) days written notice of such termination. Upon receipt of such written notice from CRRA, Contractor shall immediately cease the Services under this Agreement, unless otherwise directed in writing by CRRA. Contractor shall also, prior to the termination date, remove all of its personnel and equipment from the CRRA Facilities and restore the CRRA Facilities, or any improvements located thereon, disturbed or damaged by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen to the same condition existing immediately prior to such disturbance or damage.

8. Contractor shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following insurance, including any required endorsements thereto and amendments thereof:

- (a) Commercial general liability (CGL) insurance alone or in combination with Commercial Umbrella insurance with a limit of five million (\$5,000,000.00) dollars each occurrence and aggregated covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).

- (b) Business automobile liability insurance alone or in combination with Commercial Umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of one million (\$1,000,000.00) dollars per accident, and including pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90) shall be attached.
- (c) Contractors' pollution liability insurance with a limit of not less than one million (\$1,000,000.00) dollars.
- (d) Workers' compensation with statutory limits and Employers' Liability insurance limits of not less than one million (\$1,000,000.00) dollars each accident for bodily injury by accident or one million (\$1,000,000.00) dollars for each employee for bodily injury by disease.

Depending upon the disposal site identified for use by the Contractor, CRRA reserves the right to add a requirement for Pollution Legal Liability insurance, with a limit deemed reasonable in its opinion to protect the interests of the municipalities being served by this transportation and disposal service.

All policies for each insurance required hereunder shall: (i) name CRRA as an additional insured (this requirement shall not apply to workers' compensation insurance); (ii) include a standard severability of interest clause; (iii) provide for not less than thirty (30) days' prior written notice to CRRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage; (iv) hold CRRA free and harmless from all subrogation rights of the insurer; and (v) provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance. Contractor shall either have its subcontractors covered under the insurance required hereunder, or require such subcontractors to procure and maintain the insurance that Contractor is required to procure and maintain under this agreement.

All policies for each insurance required hereunder (except contractors' pollution legal liability) shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A-VII or better, or otherwise deemed acceptable by CRRA in its sole discretion.

9. Contractor shall at all times defend, indemnify and hold harmless CRRA and its directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, workers' compensation payments and expenses (including, but not limited, to attorneys' fees) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, employees, agents or other Contractors including but not limited to the Metropolitan District Commission and Covanta Energy, Inc., (b) Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused, in whole or in part, by

the acts, omissions or negligence of Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen. Contractor further undertakes to reimburse CRRA for damage to property of CRRA or its agents including but not limited to the Metropolitan District Commission and Covanta Energy, Inc., caused by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. Contractor's obligations under this Paragraph 9 shall survive the termination or expiration of this Agreement. The existence of insurance shall in no way limit the scope of this indemnification.

10. This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof and supersedes any and all previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

11. This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

12. This Agreement may not be amended, modified, or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this agreement unless this Agreement is formally amended, modified, or supplemented.

13. This Agreement may not be assigned in whole or in part by the Contractor except upon the express written consent of the CRRA or such assignment shall be void. In the event of a dissolution of or merger involving Contractor, Contractor shall promptly provide CRRA with written notice of such event, including the effective date thereof.

14. Contractor will reimburse CRRA for any damage to property of CRRA caused by Contractor, any of its affiliates, any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section shall survive the termination or expiration of this Agreement.

15. Legal title to the MSW shall be transferred from CRRA to Contractor upon Contractor's receipt of the MSW at the CRRA sending disposal facility prior to Contractor's transportation of the MSW. Once Contractor obtains legal title to the MSW as detailed in the preceding sentence, Contractor shall be legally responsible for all aspects of the proper transportation and proper disposal of the MSW from the CRRA sending facility in accordance with the terms and conditions of this Agreement.

16. Contractor agrees that, pursuant to Conn. Gen. Stat § 22a-270 (as the same may be amended or superceded from time to time) CRRA is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Contractor also agrees that, pursuant to Conn. Gen. Stat § 12-412(92) (as the same may be amended or superceded from time to time), "[t]he sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any project of [CRRA]

. . .whether such purchases are made directly by [CRRA] or are reimbursed by [CRRA] to the lessee or operator of such project” is not subject to Connecticut Sales and Use Taxes. Accordingly, Contractor shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Contractor’s performance of this Agreement, nor shall Contractor include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The obligations of Contractor contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Contractor represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in this Agreement or its related RFB submission.

17. For all State/CRRA contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement [Contractor] expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Schedule 8 [SEEC Form 11] attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date and year first written above.

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

[NAME OF CONTRACTOR]

By: _____
Its
Duly Authorized

SCHEDULES TO THE AGREEMENT

Schedule 1 – Service Fees

Schedule 2 – Contractor Identified and CRRA approved Disposal Site(s)

Schedule 3 – Contractor Identified Subcontractors

Schedule 4 – Corporate Guaranty (if required)

Schedule 5 – Contractor Certification Concerning Gifts

Schedule 6 – CRRA President's Certification Concerning Gifts

Schedule 7 – Certification Concerning Nondiscrimination

Schedule 8 - SEEC Form 11 Notification

Schedule 9 – Wallingford and Mid-Connecticut Project Permitting, Billing and Disposal Procedures

SCHEDULE 1

SERVICE FEES

[The Contract Price And Payment Rate Schedule will be added by CRRA based on the successful Bidder's Bid Price And Payment Rate Schedule Form.]



**SCHEDULE 2
CONTRACTOR-SELECTED AND
CRRA AUTHORIZED DISPOSAL
FACILITY(IES)**

As part of its Bid, Bidder identified the disposal facility(s) it will use to perform the Services. The facility(ies) approved by CRRA for use are presented in this Schedule 2. Contractor is authorized to use only the disposal sites listed below. Any additional, substitute or successor disposal facility(ies) shall be pre-approved by CRRA in writing prior to its use by Contractor in the performance of Services under this Agreement.

Disposal Facility 1

Name of Facility:			
Address of Facility:			
Name of Owner/Operator:			
Name of Facility Manager:		Telephone #:	
Name of Facility Environmental Manager:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Type of Facility: (Check appropriate box)	<input type="checkbox"/> Landfill	<input type="checkbox"/> Transfer Station	
	<input type="checkbox"/> Resource Recovery Facility	<input type="checkbox"/> Volume Reduction Facility	
	<input type="checkbox"/> Other (Specify)		
Amount of Pollution Liability Insurance Carried by Facility:		\$	
Permits Held by Facility (enter "N/A" if not applicable):	Solid Waste	No:	Date Issued:
	Groundwater	No:	Date Issued:
	Air	No:	Date Issued:
		No:	Date Issued:

If the Disposal Facility is a Landfill, please answer the following questions:

	Yes	No
Is the Landfill on the CERCLIS or National Priorities List?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Landfill constructed with a synthetic base liner?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a leachate collection system?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a groundwater monitoring program?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a gas collection system?	<input type="checkbox"/>	<input type="checkbox"/>
If the Landfill has a gas collection system, is the gas used to generate electricity?	<input type="checkbox"/>	<input type="checkbox"/>
Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?	<input type="checkbox"/>	<input type="checkbox"/>
Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law?	<input type="checkbox"/>	<input type="checkbox"/>
How much is the estimated cost for facility closure?	\$	
How much is the estimated cost for facility post-closure monitoring and maintenance?	\$	
What funding mechanism is used to guarantee closure and post-closure activities?		

Disposal Facility 2 (if applicable)

Name of Facility:			
Address of Facility:			
Name of Owner/Operator:			
Name of Facility Manager:		Telephone #:	
Name of Facility Environmental Manager:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Type of Facility: (Check appropriate box)	<input type="checkbox"/> Landfill		<input type="checkbox"/> Transfer Station
	<input type="checkbox"/> Resource Recovery Facility		<input type="checkbox"/> Volume Reduction Facility
	<input type="checkbox"/> Other (Specify)		
Amount of Pollution Liability Insurance Carried by Facility:		\$	
Permits Held by Facility (enter "N/A" if not applicable):	Solid Waste	No:	Date Issued:
	Groundwater	No:	Date Issued:
	Air	No:	Date Issued:
		No:	Date Issued:

If the Disposal Facility is a Landfill, please answer the following questions:

	Yes	No
Is the Landfill on the CERCLIS or National Priorities List?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Landfill constructed with a synthetic base liner?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a leachate collection system?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a groundwater monitoring program?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a gas collection system?	<input type="checkbox"/>	<input type="checkbox"/>
If the Landfill has a gas collection system, is the gas used to generate electricity?	<input type="checkbox"/>	<input type="checkbox"/>
Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?	<input type="checkbox"/>	<input type="checkbox"/>
Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law?	<input type="checkbox"/>	<input type="checkbox"/>
How much is the estimated cost for facility closure?	\$	
How much is the estimated cost for facility post-closure monitoring and maintenance?	\$	
What funding mechanism is used to guarantee closure and post-closure activities?		

Disposal Facility 3 (if applicable)

Name of Facility:			
Address of Facility:			
Name of Owner/Operator:			
Name of Facility Manager:		Telephone #:	
Name of Facility Environmental Manager:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Type of Facility: (Check appropriate box)	<input type="checkbox"/> Landfill		<input type="checkbox"/> Transfer Station
	<input type="checkbox"/> Resource Recovery Facility		<input type="checkbox"/> Volume Reduction Facility
	<input type="checkbox"/> Other (Specify)		
Amount of Pollution Liability Insurance Carried by Facility:		\$	
Permits Held by Facility (enter "N/A" if not applicable):	Solid Waste	No:	Date Issued:
	Groundwater	No:	Date Issued:
	Air	No:	Date Issued:
		No:	Date Issued:

If the Disposal Facility is a Landfill, please answer the following questions:

	Yes	No
Is the Landfill on the CERCLIS or National Priorities List?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Landfill constructed with a synthetic base liner?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a leachate collection system?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a groundwater monitoring program?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a gas collection system?	<input type="checkbox"/>	<input type="checkbox"/>
If the Landfill has a gas collection system, is the gas used to generate electricity?	<input type="checkbox"/>	<input type="checkbox"/>
Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?	<input type="checkbox"/>	<input type="checkbox"/>
Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law?	<input type="checkbox"/>	<input type="checkbox"/>
How much is the estimated cost for facility closure?	\$	
How much is the estimated cost for facility post-closure monitoring and maintenance?	\$	
What funding mechanism is used to guarantee closure and post-closure activities?		

Disposal Facility 4 (if applicable)

Name of Facility:			
Address of Facility:			
Name of Owner/Operator:			
Name of Facility Manager:		Telephone #:	
Name of Facility Environmental Manager:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Type of Facility: (Check appropriate box)	<input type="checkbox"/> Landfill		<input type="checkbox"/> Transfer Station
	<input type="checkbox"/> Resource Recovery Facility		<input type="checkbox"/> Volume Reduction Facility
	<input type="checkbox"/> Other (Specify)		
Amount of Pollution Liability Insurance Carried by Facility:		\$	
Permits Held by Facility (enter "N/A" if not applicable):	Solid Waste	No:	Date Issued:
	Groundwater	No:	Date Issued:
	Air	No:	Date Issued:
		No:	Date Issued:

If the Disposal Facility is a Landfill, please answer the following questions:

	Yes	No
Is the Landfill on the CERCLIS or National Priorities List?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Landfill constructed with a synthetic base liner?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a leachate collection system?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a groundwater monitoring program?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a gas collection system?	<input type="checkbox"/>	<input type="checkbox"/>
If the Landfill has a gas collection system, is the gas used to generate electricity?	<input type="checkbox"/>	<input type="checkbox"/>
Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?	<input type="checkbox"/>	<input type="checkbox"/>
Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law?	<input type="checkbox"/>	<input type="checkbox"/>
How much is the estimated cost for facility closure?	\$	
How much is the estimated cost for facility post-closure monitoring and maintenance?	\$	
What funding mechanism is used to guarantee closure and post-closure activities?		



SCHEDULE 3: SUBCONTRACTORS

As part of its Bid, Bidder identified the subcontractor(s) presented below, if any, Contractor intends to use in the performance of Services.

Subcontractor 1

Company Name	
Services To Be Provided	

Subcontractor 2

Company Name	
Services To Be Provided	

Subcontractor 3

Company Name	
Services To Be Provided	

Subcontractor 4

Company Name	
Services To Be Provided	

SCHEDULE 4

CORPORATE GUARANTY (IF REQUIRED)

This Guaranty made and dated as of [DATE] (the Guaranty”) from a corporation duly organized and existing under the laws of the State of [NAME OF STATE] (the Guarantor”) to the Connecticut Resources Recovery Authority (the “Authority”), a public instrumentality and political subdivision of the State of Connecticut (the “State”),

WITNESSETH:

WHEREAS, the Authority intends to enter into an agreement with the [NAME OF BIDDER/CONTRACTOR] (“Company”) for Company to provide the CRRA independent waste transportation and disposal services in accordance with the Municipal Solid Waste Export Transportation and Disposal for Wallingford and Mid-Connecticut Resources Recovery Facilities Agreement between the Authority and the Company dated as of [] (the “Agreement”);

WHEREAS, the Guarantor will receive a material and direct benefit from the execution of said Agreement;

NOW THEREFORE, in consideration of the execution and delivery of the Agreement, and intending to be legally bound hereby, the Guarantor does hereby agree as follows:

1. REPRESENTATIONS AND WARRANTIES

[NAME OF GUARANTOR], as Guarantor, hereby represents and warrants that:

- (a) The Guarantor has been duly incorporated and validly exists as a corporation in good standing under the laws of the State of [NAME OF STATE] and is not in violation of any provision of its certificate of incorporation or its by-laws, has power to enter into this Guaranty and, by proper corporate action, has duly authorized the execution and delivery of this Guaranty.
- (b) Neither the execution and delivery of this Guaranty, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms and conditions of this Guaranty is prevented or limited by or conflicts with or results in a breach of or violates the terms, conditions or provisions of any contractual or other restriction on the Guarantor, or constitutes a breach under any of the terms of its Certificate of Incorporation or by-laws, or violates any agreement or instrument of whatever nature to which the Guarantor is now a party or by which the Guarantor or its property is bound, or constitutes a default under any of the foregoing or violates any federal, state or local law, rule or regulation applicable to the Guarantor.

- (c) The assumption by the Guarantor of its obligations hereunder will result in a material financial benefit to the Guarantor.
- (d) This Guaranty constitutes a valid and legally binding obligation of the Guarantor, enforceable in accordance with its terms.
- (e) There is no action or proceeding pending or to the best of its knowledge threatened against the Guarantor before any court or administrative agency that would adversely affect the ability of the Guarantor to perform its obligations under this Guaranty and all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Guaranty or in connection with the performance of the Guarantor's obligations hereunder have been obtained as required hereunder or by law.
- (f) Neither the nature of the Guarantor or any subsidiary of the Guarantor or of any of their respective businesses or property, nor any relationship between the Guarantor or any subsidiary and any other person, nor any circumstance in connection with the execution or delivery of the Agreement, is such as to require the consent, approval, or authorization of or filing, registration, or qualification with any governmental authority on the part of the Guarantor or any subsidiary, as a condition of the execution and delivery of the Agreement or any agreement or document contemplated thereby or the performance thereof.
- (g) The Guarantor is familiar with the terms of the Agreement and consents to the terms thereof.

2. GUARANTY

2.1 Agreement to Perform and Observe Obligations of Company under the Agreement

The Guarantor hereby unconditionally and irrevocably guarantees to the Authority the full and prompt performance and observance of each and all of the covenants and agreements required to be performed and observed by the Company, including any obligation to pay damages, under the Agreement, including all amendments and supplements thereto.

2.2 Guaranty Absolute and Unconditional

The obligations of the Guarantor hereunder are absolute and unconditional and shall remain in full force and effect until the Company shall have fully and satisfactorily discharged all of its obligations under the Agreement, and irrespective of any assignment of the Agreement or of any termination of the Agreement except in accordance with the express provisions thereof (and payment of all amounts due thereunder), and shall not be affected by (a) any set-off, counterclaim, recoupment, defense (other than payment itself) or other right that the Guarantor may have against the Authority, (b) the failure of the Authority to retain or preserve any rights against any person (including the Company) or

in any property, (c) the invalidity of any such rights which the Authority may attempt to obtain, (d) the lack of prior enforcement by the Authority of any rights against any person (including the Company) or in any property, (e) the dissolution of the Company, (f) any claim by the Company or the Guarantor of impossibility of performance of the Agreement, (g) any claim by the Company or the Guarantor of commercial frustration of purpose with respect to the Agreement, or (h) any other circumstance which might otherwise constitute a legal or equitable discharge of a guarantor or limit the recourse of the Authority to the Guarantor; nor shall the obligations of the Guarantor hereunder be affected in any way by any modification, limitation or discharge arising out of or by virtue of any bankruptcy, arrangement, reorganization or similar proceedings for relief of debtors under federal or state law hereinafter initiated by or against the Company or the Guarantor. The Guarantor hereby waives any right to require, and the benefit of all laws now or hereafter in effect giving the Guarantor the right to require, any such prior enforcement as referred to in (d) above, and the Guarantor agrees that any delay in enforcing or failure to enforce any such rights shall not in any way affect the liability of the Guarantor hereunder, even if any such rights are lost; and the Guarantor hereby waives all rights and benefits which might accrue to it by reason of any of the aforesaid bankruptcy, arrangement, reorganization, or similar proceedings and agree that its liability hereunder for the obligations of the Company under the Agreement shall not be affected by any modification, limitation or discharge of the obligations of the Company or the Guarantor that may result from any such proceeding. This Section 2.2 shall not constitute a waiver of any rights of the Company under the Agreement.

2.3 Waivers by the Guarantor

The Guarantor hereby waives all notices whatsoever with respect to this Guaranty, including, but not limited to, notice of the acceptance of this Guaranty by the Authority and intention to act in reliance hereon, of its reliance hereon, and of any defaults by the Company under the Agreement except as provided therein. The Guarantor hereby consents to the taking of, or the failure to take from time to time, without notice to the Guarantor, any action of any nature whatsoever with respect to the obligations of the Company under the Agreement and with respect to any rights against any person (including the Company) or in any property, including, but not limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases. To the extent permitted by law, the Guarantor hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the Guarantor hereunder.

2.4 Agreement to Pay Attorney's Fees and Expenses

The Guarantor agrees to pay to the Authority on demand all reasonable costs and expenses, legal or otherwise (including counsel fees), which may be incurred in the successful enforcement of any liability of the Guarantor under this Guaranty. No delay in making demand on the Guarantor for performance of the obligations of the Guarantor under this Guaranty shall prejudice the right of the Authority to enforce such performance.

2.5 Consent to Assignment

It is understood and agreed that all or any part of the right, title and interest for the Authority in and to this Guaranty may be assigned by the Authority to a trustee. The Guarantor consents to any such assignment and the Guarantor further agrees that the trustee, acting under the aforesaid assignment and in accordance with this Guaranty, shall be entitled to proceed first and directly against the Guarantor under this Guaranty without first proceeding against any other party.

3. SPECIAL COVENANTS

3.1 Maintenance of Corporate Existence; Consolidation, Merger, Sale or Transfer

The Guarantor covenants that it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided, however, that the Guarantor may consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve if the successor entity (if other than the Guarantor) assumes in writing all the obligations of the Guarantor hereunder and, if such successor entity is other than an affiliate of the Guarantor, has a net worth immediately after such consolidation, merger, sale or transfer at least equal to that of the Guarantor immediately prior to such event, and, if required, is duly qualified to do business in the State of Connecticut.

If a consolidation, merger or sale or other transfer is made as permitted by this Section 3.1, the provisions of this Section 3.1 shall continue in full force and effect and no further consolidation merger or sale or other transfer shall be made except in compliance with the provisions of this Section 3.1.

3.2 Assignment

Without the prior written consent of the Authority, this Guaranty may not be assigned by the Guarantor, except pursuant to Section 3.1 hereof.

3.3 Qualification in Connecticut

The Guarantor agrees that, so long as this Guaranty is in effect, if required, the Company will be duly qualified to do business in Connecticut and, if necessary, in order for the Guarantor to perform its obligations as required hereunder, the Guarantor will qualify to do business in Connecticut.

3.4 Agent for Service

The Guarantor irrevocably: (a) agrees that any suit, action or other legal proceeding arising out of this Guaranty may be brought in the courts of the State of Connecticut or the courts of the United States located within the State of Connecticut; (b) consents to the jurisdiction of each such court in any suit, action or proceeding; and (c) waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any such courts. During the term of this Guaranty the Guarantor irrevocably designates the Secretary of the State of the State of Connecticut, whose address is Hartford, Connecticut, as its agent to accept and acknowledge in its behalf service of any and all process in any suit, action or proceeding brought in any such court and agrees and consents that any such service of process upon either agent shall be taken and held to be valid personal service upon the Guarantor whether or not the Guarantor shall then be doing, or at any time shall have done, business within the State of Connecticut, and that any such service of process shall be of the same force and validity as if service were made upon the Guarantor according to the laws governing the validity and requirements of such service in such state, and waives all claims of error by reason of any such service. Such agents shall not have any power or authority to enter any appearance or to file any pleadings in connection with any suit, action or other legal proceeding against the Guarantor or to conduct the defense of any such suit, action or any other legal proceeding.

4. MISCELLANEOUS

4.1 Binding Effect

This Guaranty shall inure to the benefit of the Authority and its successors and assigns and shall be binding upon the Guarantor and its successors and assigns.

4.2 Amendments, Changes and Modifications

This Guaranty may not be amended, changed or modified or terminated and none of its provisions may be waived, except with the prior written consent of the Authority and of the Guarantor.

4.3 Execution in Counterparts

This Guaranty may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Guaranty.

4.4 Severability

If any clause, provision or Section of this Guaranty shall be held illegal or invalid by a court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Guaranty shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Guaranty is held to be in

violation of law, then such agreement or obligation shall be deemed to be the agreement or obligations of the Guarantor to the fullest extent permitted by law.

4.5 Captions

The captions or headings in this Guaranty are for convenience only and in no way define, limit or describe the scope or intent of any sections of this Guaranty.

4.6 Governing Law

This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

5. TERM OF GUARANTY

This Guaranty shall remain in full force and effect from the date hereof until all obligations of the Company under the Agreement have been fully performed.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed in its name and in its behalf by its duly authorized officers as of the ___ day of _____, 2008.

Accepted and agreed this ___ of _____, 2008.

[GUARANTOR]

By: _____

Name:

Title:

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____

Name:

Title:



**SCHEDULE 5
CONTRACTOR'S CERTIFICATION
CONCERNING GIFTS**

**MUNICIPAL SOLID WASTE TRANSPORTATION AND DISPOSAL SERVICES
WALLINGFORD AND MID-CONNECTICUT RESOURCES RECOVERY FACILITIES**

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

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

I, _____, a duly authorized officer and/or representative
of _____ (firm name)
(the "Contractor"), 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; and
2. The Contractor has submitted a bid for the Municipal Solid Waste Transportation and Disposal Services Wallingford and Mid-Connecticut Resources Recovery Facilities (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful Contractor for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between March 10, 2008 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid for or the negotiation of the Agreement

to

- (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid for or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below), or
- (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and

4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and
5. The Contractor made the bid for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

Virginia Raymond, Senior Operations Analyst
Michael Tracey, Director of Operations

TABLE 3: Public Officials and State Employees of State Agencies Who Have Supervisory or Appointing Authority over CRRA

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative James A. Amann, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that
 he/she is the _____ (Title) of

_____ (Firm Name), the Contractor
 herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this _____ day of _____ 200__

 Notary Public/Commissioner of the Superior Court

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiancée or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.



**SCHEDULE 6
PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

**Municipal Solid Waste Export Transportation and Disposal Services Wallingford
and Mid-Connecticut Resources Recovery Facilities**

Awarded To

[Name of Contractor]

(This CERTIFICATION is to be signed by the President of CRRA
at the time the Agreement is executed by him/her.)

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the Agreement was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: _____

Name: Thomas D. Kirk

Title: President

State Of: Connecticut

County Of: Hartford

Thomas D. Kirk, being fully sworn, deposes and says that he is the President of the Connecticut Resources Recovery Authority, that he has read the forgoing statement concerning collusion, the giving of gifts or the promise of gifts, compensation, fraud or inappropriate influence and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this _____ day of _____ 200__

Notary Public/Commissioner of the Superior Court

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

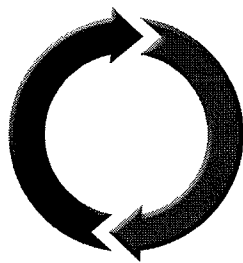
"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

SCHEDULE 9



**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

MID-CONNECTICUT PROJECT PERMITTING, DISPOSAL AND BILLING PROCEDURES

Effective March 1, 2007

CONNECTICUT RESOURCES RECOVERY AUTHORITY

MID-CONNECTICUT PROJECT

PERMITTING, DISPOSAL AND BILLING PROCEDURES

TABLE OF CONTENTS

1.	GENERAL.....	1
	1.1 Definitions	1
	1.2 Preamble	7
	1.3 General Principles of Interpretation.....	7
2.	PERMITTING.....	7
	2.1 Permit Application.....	7
	2.2 Submission of Permit Application.....	8
	2.3 Guaranty of Payment	8
	2.4 Issuance and Renewal of Permit.....	9
	2.5 Tare Weights.....	10
	2.6 Miscellaneous	10
	2.7 Municipal Permits.....	11
3.	INSURANCE.....	11
	3.1 Insurance.....	11
	3.2 Indemfication.....	13
4.	OPERATING AND DISPOSAL PROCEDURES	13
	4.1 Delivery of Acceptable Solid Waste.....	13
	4.2 Delivery of Acceptable Recyclables.....	14
	4.3 Access to the Facility.....	14
	4.4 Access to the Recycling Facility.....	14
	4.5 Temporary Emergency Access to the Facilities	14
	4.6 Hours for Delivery.....	14
	4.7 Disposal Procedures.....	15
	4.8 Weight Tickets.....	17
	4.9 Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating Municipalities.....	18
5.	BILLING	18
	5.1 Payment of Invoices	18
	5.2 Liability for Payment of Invoices	19
	5.3 Past Due Invoices	19
	5.4 Miscellaneous	19
	5.5 Return Check Policy.....	19
	5.6 Disputes on Billing.....	20
6.	SANCTIONS	20
	6.1 Sanctions.....	20

6.2	Appeal Process.....	21
7.	LEGAL	22
7.1	Consistent with Municipal Solid Waste Management Services Contract	22
7.2	Governing Law	22
APPENDIX A:	Mid-Connecticut Regional Recycling Center Facility Delivery Standards	A-1
APPENDIX B:	Policy Guidelines for Accepting Residue from Recycling Facilities	B-1
APPENDIX C:	Examples of Violations and Sanctions	C-1

1. GENERAL

1.1 Definitions

As used in these procedures, the following terms shall have the meanings as set forth below:

- (a) **“Acceptable Recyclables”** shall include the following types of Solid Waste generated by and collected from residential establishments located within the corporate limits of any Participating Municipality, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Recycling Facilities:
 - (1) All acceptable materials listed on **Appendix A** attached hereto and made a part; and
 - (2) Any other Solid Waste deemed by CRRA in its sole discretion to be Acceptable Recyclables.

- (b) **“Acceptable Solid Waste”** shall include Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Waste Facilities. Acceptable Solid Waste shall include but is not limited to the following:
 - (1) Scrap wood not exceeding six (6) feet in length or width or four (4) inches in thickness,
 - (2) Single trees and large tree limbs not exceeding six (6) feet in length or four (4) inches in diameter and with branches cut to within six (6) inches of the trunk or limb, as the case may be;
 - (3) Metal pipes, tracks and banding or cable and wire not exceeding three (3) feet in length and one and a half (1 1/2) inches in diameter;
 - (4) Cleaned and emptied cans or drums not exceeding five (5) gallons in capacity and with covers removed;
 - (5) Automobile tires without rims exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day to-day basis;
 - (6) Paper butts or rolls, plastic or leather strapping or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and cut in half lengthwise;

- (7) Non-processible Waste as defined herein; and
- (8) Any other Solid Waste deemed acceptable by CRRA in its sole discretion. Acceptable Solid Waste shall not include any Acceptable Recyclables, Recycling Residue (see Recycling Residue definition), Recyclables or other materials required to be recycled in accordance with *Connecticut General Statutes*, and/or Special Waste unless such Special Waste is approved by CRRA in accordance with these procedures for disposal at any of the Waste Facilities, or any materials or waste that are or may in the future be required by law and/or regulation to be recycled.
- (c) “**Account**” shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between CRRA and a person, firm or Participating Municipality providing for the use of the Facilities and the services in connection therewith.
- (d) “**Authority**” or “**CRRA**” shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, established by *Connecticut General Statutes* Sections 22a-257 et seq.
- (e) “**Bulky Waste**” shall mean construction, demolition and/or land clearing debris.
- (f) “**By-Pass Waste**” shall include Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by CRRA for disposal.
- (g) “**Contaminated Soil**” shall include soil derived from fuel tank excavation, sludge residue, steel casting sands, metal washdown residue, rust/scale materials, foundry residue, grinding sludge and any other material deemed by CRRA in its sole discretion to be Contaminated Soil.
- (h) “**Designee**” shall mean
- (1) In the case of a Participating Municipality, a company/entity contracted for and/or licensed by said Participating Municipality to haul waste generated within the boundaries of said Participating Municipality; or
 - (2) In the case of CRRA, any company/entity contracted or authorized by CRRA to haul waste.
- (i) “**Facility**” shall mean CRRA's Mid-Connecticut waste processing facility located at 300 Maxim Road in Hartford, Connecticut.
- (j) “**Facilities**” shall mean the Waste Facilities and the Recycling Facilities.
- (k) “**Hazardous Waste**” shall include any material or substance which is, by reason of its composition or its characteristics or its delivery to the Facility (a) defined as hazardous waste in the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq.,

and any regulations, rules or policies promulgated thereunder, (b) defined as hazardous waste in Section 22a-115 of the *Connecticut General Statutes*, (c) defined as special nuclear material or by-product material in Section 11 of the Atomic Energy Act of 1954, 42 U.S.C. §2014, and any regulations, rules or policies promulgated thereunder, or (d) regulated under Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. §2605(e), and any regulations, rules or policies promulgated thereunder, as any of the statutes referred to in clauses (a) through (d) above may be amended; provided, however, that Hazardous Waste shall not include such insignificant quantities of any of the wastes covered by clauses (a), (b) and (d) as are customarily found in normal household, commercial and industrial waste to the extent such insignificant quantities are permitted by law to be treated and disposed of at the Facility or a sanitary landfills, as applicable. "Hazardous Waste" shall also include such other waste as deemed by CRRA in its sole discretion to be "Hazardous Waste."

- (l) "**Landfill**" shall mean any real property used by any Participating Municipality and CRRA for the disposal of Recycling Residue, By-Pass Waste, Non-Processible Waste, or residue from the processing and/or incineration of Acceptable Solid Waste at the Waste Facilities.
- (m) "**Member Municipality**" shall mean a Municipality that has contracted with CRRA for waste management services.
- (n) "**Mixed Load**" shall mean Solid Waste from more than one Participating Municipality stored and carried in a single vehicle roll-off box or trailer and delivered to all of the Facilities.
- (o) "**Municipal Solid Waste Management Services Contract**" or "**MSA**" shall mean the contract between CRRA and a Participating Municipality for the processing and disposal at the Facilities of all Acceptable Solid Waste and/or Acceptable Recyclables generated by the Participating Municipality within its boundaries.
- (p) "**Non-Processible Waste**" shall include Acceptable Solid Waste that cannot be processed at the Facility and is normally disposed of at a Landfill, provided that the individual items of such Acceptable Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including but not limited to the following:
 - (1) Household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas and rugs;
 - (2) Individual items such as White Metals (as hereinafter defined) and blocks of metal that would in CRRA's sole discretion and determination cause damage to the Waste Facilities if processed and/or incinerated therein;
 - (3) Scrap/Light Weight Metals (as hereinafter defined);

- (4) Bathroom fixtures, such as toilets, bathtubs and sinks;
 - (5) Purged and emptied propane, butane and acetylene tanks with valves removed exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day-to-day basis;
 - (6) Christmas trees;
 - (7) Automobile tires with/without rims, and
 - (8) Any other Acceptable Solid Waste deemed by CRRA in its sole discretion to be Non-Processible Waste.
- (q) “**Non-Project Recycling Facility**” shall mean the land and appurtenances thereon and structures where recycling, as defined in Section 22a-207(7) of the *Connecticut General Statutes*, is conducted, including but not limited to an Intermediate Processing Facility, as defined in Section 22a-260(25) of the *Connecticut General Statutes*, and a Solid Waste Facility, as defined in Section 22a-207(4) of the *Connecticut General Statutes*, which provides for recycling in its plan of operations, but excluding the Recycling Facility and the Recycling Transfer Stations.
- (r) “**Operator**” or “**Operators**” shall mean the organization or personnel in such organization under contract with CRRA for the operation of any of the Facilities.
- (s) “**Participating Municipality**” shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within its corporate limits, and which has executed a Municipal Solid Waste Management Services Contract or made special arrangements with CRRA for the processing and disposal of Acceptable Solid Waste and/or Acceptable Recyclables at the Facilities.
- (t) “**Permittee**” shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to CRRA and have been authorized to use the Facilities by CRRA.
- (u) “**Permit Number**” shall mean the vehicle identification number assigned by CRRA to a Permittee’s waste transportation vehicle for use at the Facilities.
- (v) “**Private/Non-Commercial Hauler**” shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
- (w) “**Project**” shall mean the Facilities constituting the Mid-Connecticut Project.
- (x) “**Recyclables**” shall be as defined in Appendix A attached hereto.

- (y) “**Recycling Facility**” shall mean CRRA's regional recycling center located at 123 and 211 Murphy Road in Hartford, Connecticut.
- (z) “**Recycling Facilities**” shall mean the Recycling Facility and all Recycling Transfer Stations of the Project.
- (aa) “**Recycling Residue**” shall mean Solid Waste remaining after the Recycling Facility or any Non-Project Recycling Facility has processed Solid Waste.
- (bb) “**Recycling Transfer Station**” shall mean any of the facilities, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Acceptable Recyclables from any Participating Municipality for transport to the Recycling Facility for processing.
- (cc) “**Scrap/Light Weight Metals**” shall mean but not limited to the following: scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty-five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks approved by CRRA for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by CRRA in its sole discretion to be Scrap/Light Weight Metals.
- (dd) “**Solid Waste**” shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-207(3) of the *Connecticut General Statutes*, excluding semi-solid, liquid materials collected and treated in a “water pollution abatement facility.”
- (ee) “**Transfer Station**” shall mean any of the facilities, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Acceptable Solid Waste from any Participating Municipality for transport to a destination of ultimate disposal.
- (ff) “**Special Waste**” shall mean materials that are suitable for delivery, at CRRA’s sole and absolute discretion, but which may require special handling and/or special approval by CT DEP or another non-Authority entity.
- (gg) “**Unacceptable Recyclables**” shall include
 - (1) Unacceptable Waste;
 - (2) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Recyclables as set forth in these procedures; and
 - (3) Any other waste deemed by CRRA in its sole discretion to be Unacceptable Recyclables.

(hh) **“Unacceptable Waste”** shall include

- (1) Explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259.30 (1990), radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, and auto parts, liquid waste (other than liquid Solid Waste derived from food or food by-products), and hazardous substances of any type or kind (including without limitation those substances regulated under 42 U.S.C. §6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 et. 42 U.S.C. §6901 et. seq.) other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;
- (2) Any item of waste that is either smoldering or on fire;
- (3) Waste quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil;
- (4) Any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the Facilities (except for ordinary wear and tear), or be in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation;
- (5) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Solid Waste or Non-Processible Waste as set forth in these procedures; and
- (6) Any other waste deemed by CRRA in its sole discretion for any reason to be Recyclables and/or Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by CRRA to deliver waste to any of the Facilities.

(ii) **“Waste Facilities”** shall mean the Facility and all Transfer Stations and Landfills of the Project.

(jj) **“Waste Hauler”** shall mean a person or firm, including a “collector” as defined in Section 22a-220a(g) of the *Connecticut General Statutes*, whose main source of income is derived from the collection, transportation, and/or disposal of waste.

- (kk) “**White Metals**” shall mean large appliances or machinery, refrigerators, freezers, gas/electric stoves, dishwashers, clothes washers and dryers, microwaves, copiers, computers, vending machines, air conditioners, industrial equipment and venting hood fans, and any other materials deemed by CRRA in its sole discretion to be White Metals.

1.2 Preamble

These procedures may be amended by CRRA from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact CRRA at (860) 757-7700 in order to obtain a copy of the procedures in effect. Additional copies of these procedures may be obtained at the cost of reproduction and postage. The procedures are also available on CRRA’s website at www.CRRA.org.

1.3 General Principles of Interpretation

- (a) The captions contained in these procedures have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the express terms or provisions of these procedures.
- (b) The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of these procedures so requires.
- (c) CRRA reserves the right to amend these procedures and the definitions herein from time to time as it deems necessary in its sole discretion.
- (d) These procedures are intended to comply and be consistent with each Municipal Solid Waste Management Services Contract for the Project. In the event of any conflict between these procedures and any Municipal Solid Waste Management Services Contract for the Project, the latter shall control.

2. PERMITTING

2.1 Permit Application

- (a) Any Waste Hauler, Private Non-Commercial Hauler, Participating Municipality or any other person or entity that desires to use the Facilities shall obtain a permit in accordance with these procedures before delivering to and/or removing waste from the Facilities.
- (b) Each applicant for a permit shall complete a permit application and provide to CRRA all of the necessary information requested thereon, including but not limited to:
 - (1) The identification of each vehicle owned, leased or operated by the applicant or its agents and employees and to be used by the applicant;

- (2) Origin of all waste that applicant will collect; and
- (3) All certificates of insurance that the applicant is required to provide pursuant to Section 3 hereof.

In connection with the foregoing, each applicant shall also execute and submit to CRRA all documents attached to the permit application, including but not limited to:

- (1) A Solid Waste Delivery Agreement (if applicable);
- (2) An Attestation Agreement;
- (3) An Indemnification Agreement;
- (4) A Credit Agreement; and
- (5) A security deposit in the form and amount acceptable to CRRA or any other document required by CRRA at CRRA's sole and absolute discretion.

2.2 Submission of Permit Application

- (a) Upon applicant's completion of the permit application and execution of all documents attached thereto, the applicant shall submit such permit application and documents and pay the applicable permit fees to CRRA.
- (b) Pursuant to the submission of a Permit Application to CRRA, each applicant and Permittee hereby agrees to cooperate with CRRA or CRRA's Designee in any matter affecting the orderly operation of the Facilities and to fully abide by and comply with these procedures. In addition to the foregoing, each applicant and Permittee acknowledges and agrees that any failure to cooperate with CRRA or CRRA's Designee or to abide by or comply with these procedures shall result in fines and/or suspension or revocation of disposal privileges at the Facilities.

2.3 Guaranty of Payment

- (a) Permittee shall submit along with its permit application a guaranty of payment satisfactory to CRRA in all respects and in the form of either a letter of credit, a suretyship bond, cash, or a cashier's check and in an amount sufficient to cover at least two (2) months' of waste disposal charges as estimated by CRRA.
- (b) At its sole and absolute discretion, CRRA may review a Permittee's guaranty amount under Section 2.3(a) above and require the Permittee to increase its guaranty amount in the event the average monthly delivery rate of Permittee varies by 10% or more. CRRA shall review a Permittee's guaranty amount as detailed in the foregoing sentence at least semi-annually.
- (c) If Permittee submits to CRRA either a letter of credit or suretyship bond, Permittee shall within sixty (60) days before the expiration of the same renew such letter of

credit or suretyship bond and furnish the renewed letter of credit or suretyship bond to CRRA. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by CRRA, Permittee shall immediately submit to CRRA a new letter of credit or suretyship bond that complies with the requirements of this Section 2.3.

- (d) If Permittee fails to comply with any of the requirements of this Section 2.3, CRRA may deny the Permittee any further access to the Facility and/or revoke and/or suspend the Permittee's permit for the same.

2.4 Issuance and Renewal of Permit

- (a) Provided that the applicant has submitted its permit application and all other documents required to be submitted hereunder to CRRA, applicant has paid to CRRA the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to CRRA, then CRRA may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
 - (1) The Permittee shall be assigned an Account number;
 - (2) All of the vehicles listed on the Permittee's permit application shall be assigned a decal with a Permit Number, which decal shall be prominently and permanently affixed by the Permittee in a location clearly visible to the scalehouse operator and as designated by CRRA;
 - (3) Each Permittee's Roll-off Boxes and Trailers shall be assigned a decal and the decal shall be prominently and permanently affixed by the Permittee in a location clearly visible to the scalehouse operator, as designated by CRRA; and
 - (4) Trucks arriving at the scale house without the assigned Authority Permit Number properly displayed shall be denied access to the Facility.
- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by CRRA. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to CRRA a renewal permit application together with the pertinent renewal fee for the same within twenty (20) days before the end of each fiscal year. The renewal fees to be paid by each Permittee hereunder shall be determined by CRRA on an annual basis. Any Permittee who fails to perform its renewal obligations under this Section 2.4(c) shall be denied access to the Facilities by CRRA until such Permittee performs such renewal obligations.
- (d) At its sole and absolute discretion, CRRA may issue a Permittee a Temporary Permit for a vehicle not currently authorized under Section 2. Temporary Permit may be issued for a substitute vehicle due to an emergency breakdowns and/or the use of a

demonstration vehicle. Temporary Permits are valid for up to six (6) days and may be issued once every 60 days, per company. During any time period when a Permittee's vehicle is denied disposal privileges, no Temporary Permits will be granted to the Permittee.

2.5 Tare Weights

- (a) Tare weights of all vehicles, trailers and roll-off boxes shall be established after delivery of the first load under a new permit at the Facility. Such tare weights shall be obtained at the direction and under the procedures set forth by the Facility's scale house.
- (b) After the initial tare weights have been obtained, CRRA and/or the Operator may require the verification of tare weights on a random basis to verify the weight records. Haulers shall cooperate with CRRA and/or the Operator to provide such data as required.
- (c) Haulers may request spot tare weight checks for their trucks only if the spot checks do not negatively impact the operations of the Facility as determined by CRRA at its sole and absolute discretion.
- (d) At the direction of CRRA or CRRA's Designee, haulers failing to comply with the foregoing tare weight procedures shall be billed as follows:
 - (1) The vehicles last known tare weight; or
 - (2) A maximum 22 net tons.
- (e) If hauler fails to comply with the terms of this Section 2.5 and hauler(s) is billed in accordance with subsection (d) above, then hauler's disposal privileges shall be denied until hauler complies with the terms of this Section 2.5.

2.6 Miscellaneous

- (a) If the Permittee acquires any vehicle that is not authorized under the Permittee's permit, then the Permittee shall submit an amended permit application to CRRA pursuant and subject to the above procedures set forth in this Section 2.
- (b) Permittee is responsible for all charges, costs, expenses, disposal fees, and fines incurred under its permit.
- (c) If Permittee's permit is lost or stolen, Permittee is responsible for all costs, charges, expenses, disposal fees and fines incurred until said Permittee notifies CRRA in writing of the lost or stolen permit.
- (d) Permittee shall give CRRA advance written notice of any changes in such Permittee's business operation that would have a material effective on Permittee's delivery schedules or weight records and shall include the effective dates of such

changes. Such changes of Permittee's business operation shall include, but not be limited to, the following:

- (1) Changes in name or mailing address;
- (2) Changes in phone number; or
- (3) Change in physical location of Permittee's business.
- (4) Changes in the Permittee's business structure, including but not limited to the acquisition of other hauling companies, that would impact Permittee's volume of waste deliveries to the Waste Facilities.

2.7 Municipal Permits.

If the Participating Municipality requires haulers to register or obtain a permit to haul, all Permittees shall be required to register with such Participating Municipality from which it will collect from and deliver waste. Each Participating Municipality may establish its own permit, registration, and/or inspection requirements, which must be followed by the Permittees in addition to these procedures.

3. INSURANCE

3.1 Insurance

- (a) Each Permittee shall procure and maintain, at its own cost and expense, throughout the term of any permit issued to such Permittee, the following insurance, including any required endorsements thereto and amendments thereof:
 - (1) Commercial general liability insurance alone or in combination with, commercial umbrella insurance with a limit of not less than one million (\$1,000,000.00) dollars each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
 - (2) Business automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million (\$1,000,000.00) dollars each accident.
 - (3) Workers' compensation insurance with statutory limits and employers' liability limits of not less than five hundred thousand (\$500,000.00) dollars each accident for bodily injury by accident and five hundred thousand (\$500,000.00) dollars for each employee for bodily injury by disease.

- (b) Each applicant or Permittee shall submit along with its permit or permit renewal application to CRRA an executed original certificate or certificates for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced in Section 3.1(c) below. Additionally, each Permittee shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each above required insurance a certificate or certificates containing the information required in Section 3.1(e) below and certifying that such insurance has been renewed and remains in full force and effect.
- (c) All policies for each insurance required above shall:
 - (1) Name CRRA as an additional insured (this requirement shall not apply to automobile liability or workers' compensation insurance);
 - (2) Include a standard severability of interest clause;
 - (3) Provide for not less than thirty (30) days' prior written notice to CRRA by registered or certified mail of any cancellation, restrictive amendment non-renewal or change in coverage;
 - (4) Hold CRRA free and harmless from all subrogation rights of the insurer; and
 - (5) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.
- (d) All policies for each insurance required above shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A-VII or better, or otherwise deemed acceptable by CRRA in its sole discretion.
- (e) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability, business automobile liability insurance and employers' liability insurance.
- (f) If any Permittee fails to comply with any of the foregoing insurance procedures, then CRRA may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for same.
- (g) No provision of this Section 3.1 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages or other costs and expenses.
- (h) CRRA shall not, because of accepting, rejecting, approving, or receiving any certificates of insurance required hereunder, incur any liability for:

- (1) The existence, nonexistence, form or legal sufficiency of the insurance described on such certificates,
 - (2) The solvency of any insurer, or
 - (3) The payment of losses.
- (i) For purposes of this Section 3, the terms applicant or Permittee shall include any subcontractor thereof.

3.2 Indemnification

Permittee shall at all times defend, indemnify and hold harmless CRRA, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, fines, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and court costs) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA, any Operator, or any of their respective directors, officers, employees, agents or subcontractors or (b) Permittee or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions and/ or negligence of Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse CRRA for damage to property of CRRA caused by Permittee or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Permittee's obligations under this Section 3.2 shall survive the termination or expiration of Permittee's permits.

4. OPERATING AND DISPOSAL PROCEDURES

4.1 Delivery of Acceptable Solid Waste

- (a) Each Permittee shall deliver Acceptable Solid Waste only to those Waste Facilities designated by CRRA.
- (b) White Metals and Scrap/Light Weight Metals must each be delivered to the Waste Facilities designated by CRRA in separate loads and not mixed in with each other or any other Acceptable Solid Waste. In the event that any White Metals are delivered with any other Acceptable Solid Waste, then the entire load of such mixed waste materials shall be deemed to be a White Metals load.
- (c) CRRA may accept Contaminated Soil for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require.
- (d) CRRA may accept Recycling Residue from a Non-Project Recycling Facility for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require.

4.2 Delivery of Acceptable Recyclables

Recycling Facilities' Delivery Standards - Permittees shall comply with, and Permittee's Acceptable Recyclables delivered to the Recycling Facilities must meet the standards and other terms and conditions set forth in Appendix A and such other standards as deemed by CRRA in its sole discretion.

4.3 Access to the Facility

Access to the Facility and the Hartford Landfill by vehicles delivering Acceptable Solid Waste from outside the City of Hartford shall be by State Highway or Interstate Highway entrances to 1-91 and proceeding to 1-91 off-ramps closest to the destination. From the off-ramps, vehicles shall use Brainard and Maxim Roads to access the Facility. Murphy Road shall not be used for through-access to the Facilities. More restrictive criteria may be promulgated as required by local conditions and shall be strictly adhered to by all Permittees.

4.4 Access to the Recycling Facility

Access to the Recycling Facility by vehicles delivering Acceptable Recyclables from outside the City of Hartford shall be by State Highway or Interstate Highway entrances to 1-91 and proceeding to 1-91 off-ramps closest to the destination. From the off-ramps, vehicles shall use Brainard Road and the Murphy Road entrance located directly across from the off and on ramps for 1-91 North. More restrictive criteria may be promulgated as required by local conditions and shall be strictly adhered to be all Permittees.

4.5 Temporary Emergency Access to the Facilities

CRRA, in its' sole discretion and subject to any conditions or restrictions that it deems appropriate, may on a case by-case basis allow a Permittee temporary emergency access to the Facilities for the purpose of delivering Acceptable Solid Waste and/or Acceptable Recyclables to the same with a vehicle, roll-off box or trailer that is not authorized pursuant to these procedures to do so; provided, that such Permittee notifies CRRA at least twenty-four (24) hours in advance of Permittee's need for such temporary emergency access.

4.6 Hours for Delivery

- (a) The operating hours, including the list of holidays, can be obtained by contacting CRRA's Billing Department at (860)-757-7700 or visiting CRRA's website at www.CRRA.org.
- (b) CRRA may, with at least thirty (30) days prior written notice, change the hours of operation for any of the Facilities. Holiday and emergency closings and any schedule of make-up hours will be posted as needed at each of the Facilities.

4.7 Disposal Procedures

- (a) An Authority representative may direct that Non-Processible Waste and/or Special Waste be delivered directly to either a Landfill or any other site if accepted by CRRA.
- (b) Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facilities, unless otherwise approved (on a case-by-case basis) by CRRA Representative. Only vehicles with back-up lights, audible warning signals, and proper functioning equipment in compliance with all applicable federal, state and local laws or regulations shall be allowed access to the Facilities.
- (c) The doors of all vehicles shall be clearly marked with the business name and address of the Permittee. Any vehicle that is not properly marked shall be denied access to the Facilities.
- (d) The Operator will direct all vehicle traffic.
- (e) All scales will be operated on a "first-come, first served" basis except that CRRA reserves the right to utilize front-of-line privileges for its own vehicles and for the vehicles of others who have executed a written agreement with CRRA for such privileges.
- (f) CRRA will accept residue from recycling facilities only at the WPF and if the following conditions are met. (See attached).
- (g) No vehicles shall approach any scale until directed by the Operator. Each vehicle shall have its driver side window completely rolled down from the time such vehicle drives onto the inbound scale until it has discharged its load and passed over or by the outbound scale.
- (h) The speed limit on all roadways of the Facilities is 15 M.P.H., unless otherwise posted.
- (i) When positioned on any scale, the vehicle driver shall inform the scale Operator of the Participating Municipality from which the load originated.
- (j) The inbound scale Operator will present a signed weight ticket to the driver. The driver is responsible for seeing to it that the information on the ticket is correct before signing.
- (k) When directed by the Operators, a driver shall proceed with caution to the tipping floor, bay or Landfill face, and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.
- (l) Unacceptable Waste shall not be delivered by any Permittee or vehicle to any of the Facilities. In the event that Unacceptable Waste is delivered to any of the Facilities, CRRA and its agents, employees or Operators reserve the right to reload the

Unacceptable Waste back on to the offending vehicle. In connection therewith, CRRA may at its sole discretion, issue a verbal and written warning to the Permittee of the offending vehicle and/or charge such Permittee a reloading fee of five hundred (\$500.00) dollars. CRRA may impose a reloading charge of one thousand (\$1,000.00) dollars for each subsequent violation. CRRA may revoke the permit of any Permittee who fails to pay a reloading charge. In addition to the foregoing remedies for the delivery of Unacceptable Waste, CRRA may

- (1) Detain the driver and the offending vehicle until representatives from DEP have inspected the Unacceptable Waste and made recommendations, and/or
 - (2) Take whatever corrective action CRRA in its sole discretion deems necessary at the sole cost and expense of the Permittee whose vehicle delivered the Unacceptable Waste, including but not limited to excavating, loading, transporting and disposing of the Unacceptable Waste, revoking such Permittee's permit and imposing against such Permittee any fines or charges.
- (m) All trucks must remain taped until they are in the disposal area and out of the operation's way.
- (n) No drainage of roll-off boxes is allowed on the premises of any Facilities.
- (o) Roll-off or compactor boxes shall not be turned around on site.
- (p) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- (q) Drivers must latch and unlatch packers in the disposal area.
- (r) Drivers who wish to hand clean their truck blades must do so in areas designated by the Operators.
- (s) Only trailers coming from a participating municipality's Transfer Station may be used to deliver Acceptable Solid Waste to a Transfer Station.
- (t) A vehicle or roll-off box/trailer tare weight shall be established by stopping at the outbound scale prior to departure from the Facility or Landfill if required by the scale Operator. Vehicles shall be tared as required by the Operator. Any Permittee whose driver does not tare his vehicle or roll-off box/trailer or sign the weight ticket pursuant to the Operator's instructions shall be charged the disposal fee for the gross weight of the load delivered.
- (u) Upon the direction of the Operators, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
- (v) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.

- (w) All vehicles and personnel shall proceed at their own risk on the premises of all Facilities.
- (x) No loitering is permitted at any of the Facilities.
- (y) Smoking of tobacco products is prohibited at all Facilities except in designated smoking area(s). The possession and/or drinking of alcohol as well as the possession and/or use of drugs at any time while on the premises of any of the Facilities is strictly prohibited.
- (z) At all times while on Facilities' premises, the drivers shall comply with the Operator's instructions.
- (aa) CRRA reserves the right to inspect incoming hauler deliveries at its sole discretion.
- (bb) Other procedures for the Facilities may be promulgated over time by CRRA and when issued must be strictly obeyed.
- (cc) Anyone violating any provision of Sections 22a-220, 22a-220a(f) or 22a-250 of the *Connecticut General Statutes* or any other federal, state or local law or regulation shall be reported by CRRA to the appropriate authorities.
- (dd) Foul language and inappropriate behavior, including both but not limited to, spitting, swearing, lewd behavior and littering, are not permitted on site at any of the Facilities.
- (ee) CRRA reserves the right to charge a \$500.00 reloading fee to a Permittee who delivers Unacceptable Waste, Non-Processible Waste, Special Waste or any material which CRRA deems in its sole and absolute discretion to be rejected.

4.8 Weight Tickets

- (a) The driver of each truck disposing of waste shall be presented a weight ticket from the scale house attendant. The ticket shall indicate date, hauler's company name, vehicle and container identification numbers, gross weight, tare weight, net weight, origin of waste and time. Each driver will be responsible for identifying the community for which he is hauling.
- (b) If a driver fails to sign for or receive a weight ticket, the appropriate hauling company shall be billed for such delivery as if a weight ticket had been signed and received.
- (c) Drivers are responsible for checking weight tickets for accuracy. All discrepancies should be brought to the attention of CRRA and/or the scale operator as soon as possible. CRRA assumes no responsibility for unreported errors.

- (d) At the discretion and request of CRRA, the Permittee/hauler shall disclose to CRRA the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
- (e) The Permittee/hauler shall use its best efforts to identify and provide CRRA written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

4.9 Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating Municipalities

- (a) Delivery of Mixed Loads of Acceptable Solid Waste from Multiple Participating Municipalities ("Acceptable Mixed Loads") will be accepted by CRRA only if the following criteria are met:
 - (1) The Acceptable Mixed Loads do not contain any Acceptable Solid Waste that originated from a non-Participating Municipality without first executing a Mid-Connecticut Non-Member Waste Agreement.
 - (2) The entire Acceptable Mixed Load must contain Acceptable Solid Waste that would otherwise have been billed to the Permittee.
 - (3) At the discretion and request of CRRA, the Permittee/hauler shall disclose to CRRA the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
 - (4) The Permittee/hauler shall use its best efforts to identify and provide CRRA written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.
 - (5) Permittee/hauler shall not deliver any Acceptable Mixed Load to any Waste Facility unless all of the Acceptable Solid Waste in the Acceptable Mixed Load is authorized to be disposed of at such Waste Facility.
 - (6) Any delivery of an Acceptable Mixed Load must be billed in its entirety to the Permittee/hauler that delivers the Acceptable Mixed Load to the Waste Facility.

5. BILLING

5.1 Payment of Invoices

Invoices shall be issued by CRRA and payable as follows: CRRA shall issue an invoice to each Permittee, at a minimum, an invoice to each Permittee on a monthly basis, and each

Permittee shall pay such invoice within twenty (20) days from the date of such invoice or within the time specified in Permittee's specific contract with CRRA.

5.2 Liability for Payment of Invoices

Any Permittee who delivers to any of the Facilities by means of any vehicle, roll-off box or trailer that is owned, leased or operated by either such Permittee or by any other Permittee, person or entity, shall be responsible for the payment of any invoice issued by CRRA in connection with such delivery of waste/recyclables and the subsequent disposal or processing thereof by CRRA.

5.3 Past Due Invoices

- (a) If a Permittee fails to pay in full any invoice issued by CRRA pursuant to Section 5.1 on or before the close of business of the twentieth (20th) day following the date of such invoice, then such invoice shall be deemed past due and a delayed payment charge of one percent (1%) of the amount past due shall be imposed commencing on the thirtieth (30th) day following the invoice date and continuing on a monthly basis following such thirty (30) day period until such invoice is paid in full. If a Permittee's specific contract language with CRRA differs from the foregoing, then the specific contract language of Permittee shall prevail.
- (b) In accordance with *Connecticut General Statutes* Section 22a-220c(c), if a hauler is delinquent in paying any invoice to CRRA for three consecutive months, then CRRA must notify any municipality served by hauler of hauler's delinquency.

5.4 Miscellaneous

If any Permittee fails to pay any invoice under this Section 5 by the due date for such invoice, then CRRA may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for the same until such Permittee pays in full to CRRA all past due invoices including any interest thereon. Additionally, CRRA may at its sole discretion pursue any remedies available to it at law or in equity, including but not limited to procuring the amounts owed from such Permittee's guaranty of payment, in order to collect such amounts. In connection therewith, the Permittee shall also be liable for all costs, expenses or attorneys' fees incurred by CRRA in collecting the amounts of past due invoices owed by such Permittee to CRRA, whether or not suit is initiated.

5.5 Return Check Policy.

- (a) For each check returned to CRRA, the Permittee will be charged a processing fee of \$50.00. In addition, Permittee must immediately submit a replacement check in the full amount by either a bank or certified check and/or may be denied access to the facilities until such payment is received and processed by CRRA.
- (b) Permittees who have two returned checks within a four (4) month billing period will be required to submit all future payments by either bank or certified check for minimum period of six (6) months.

5.6 Disputes on Billing

In the event of a dispute on any portion of any invoice, the Permittee shall be required to pay the full amount of the disputed charge(s) when due, and the Permittee shall, within thirty (30) days from the date of the disputed invoice, give written notice of its dispute to CRRA. Such notice shall identify the disputed bill/invoice, state the amount in dispute and set forth a detailed statement of the grounds on which such dispute is based. No adjustment shall be considered or made by CRRA for the disputed charge(s) until notice is give as aforesaid.

6. SANCTIONS

6.1 Sanctions

- (a) Permittee must adhere to the terms of these Procedures. In addition to the other remedies available to CRRA hereunder, CRRA may at its sole discretion impose the sanctions, as liquidated damages, against any Permittee who violates any provision of these Procedures. See Appendix C attached hereto for examples of violations and their applicable sanctions but this is not a complete listing of all violations and applicable sanctions.
- (b) In the event that an individual/Permittee disrupts the operation of, or creates a disturbance or acts in an unsafe or unruly manner at any of the Facilities, then CRRA may in its sole discretion prohibit such individual from entering the premises of all or any part of the Project for a period to be determined by the Enforcement/Recycling Director.
- (c) CRRA may in its sole discretion reduce the sanctions authorized in Appendix C if CRRA determines that the circumstances involving the offense warrant such reduction.
- (d) In addition to any other violations of these procedures, sanctions shall be imposed by CRRA for the following:
 - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and CRRA for the delivery of Acceptable Solid Waste by Permittee to the Project;
 - (2) Delivery of waste from a municipality and representing that such waste is from another municipality (“Misrepresentation of Waste Origin”); and
 - (3) Delivery of an Acceptable Mixed Load(s) of Acceptable Solid Waste that does not conform to the requirements of Section 4.9 herein.
- (e) If a Permittee does not commit a violation during the six (6) month period following the Permittee’s most recent violation, then the Permittee’s record may be considered

clear and any subsequent violation after the six (6) month period may be considered the Permittee's first violation.

6.2 Appeal Process

A Permittee/Hauler will have the right to appeal a monetary violation imposed against it by CRRA to the Appeal Committee.

The following process must be followed to preserve your appeal rights:

- (a) Within 10 days of the date of the monetary violation, Permittee/Hauler must contact the CRRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford CT 06114 or facsimile at 860-278-8471 to request the incident report and supporting documentation ("Incident Report") on the violation of issue.
- (b) The Field Manager of Enforcement/Recycling will send Permittee/Hauler the Incident Report via certified mail/return receipt; with a cover letter noting the date your request was received.
- (c) Within 15 days of the receipt of the Incident Report, if Permittee/Hauler has contradicting evidence or such other information ("Permittee/Hauler Information") that provides a reasonable basis to contest the Incident Report, Hauler/Permittee must send a letter to the Director of Enforcement/Recycling at 100 Constitution Plaza, Hartford CT 06103, via certified mail/return receipt, explaining the reason for the appeal with a copy of the Permittee/Hauler Information.
- (d) No appeal will be granted if Permittee/Hauler has not submitted evidence which contradicts the Incident Report or such other information that provides a reasonable basis to contest the incident report.
- (e) No appeal will be granted if Permittee/Hauler has not responded in the timeframe outlined above.
- (f) The Appeal Committee shall consist of three (3) members: CRRA Director of Operations or designee, CRRA Director of Legal Services or designee, and an impartial uninvolved ad hoc hauler member selected from a list of haulers registered to use the CRRA facilities. The hauler selected will be from the facility for which the monetary violation was issued.
- (g) The Appeal Committee will review the Incident Report and Permittee/Hauler Information. The Appeal Committee will notify Permittee/Hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. If there is a tie due to abstention, the appeal will be granted. This decision is final.

- (h) If an appeal is granted, the Appeal Committee, in its decision will determine by majority vote, the adjustment, if any, to the violation. If there is a tie due to abstention, no adjustment will be made. The Appeal Committee may decrease or dismiss the sanction, but at no time will a sanction be increased.

7. LEGAL

7.1 Consistent with Municipal Solid Waste Management Services Contract

It is intended that these procedures be consistent with the Municipal Solid Waste Management Services Contract and with the applicable provisions of law. If any inconsistency should nevertheless appear, the applicable provisions of the Municipal Solid Waste Management Services Contract or the laws of the State of Connecticut shall control.

7.2 Governing Law

These Procedures shall be governed by and construed in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

APPENDIX A

CONNECTICUT RESOURCES RECOVERY AUTHORITY Mid-Connecticut Regional Recycling Center (RRC) Facility Delivery Standards

1. LOCATION

Mid-CT Offices

211 Murphy Road,
Hartford, Connecticut 06114

Paper Processing Facility

Capitol Recycling of CT (CROC)
123 Murphy Road
Hartford, Connecticut

Container Processing Facility

FCR, Inc.
211 Murphy Road
Hartford, Connecticut

2. HOURS OF OPERATION

RRC

Monday - Friday, 7:00 a.m. to 3:45 p.m.

Transfer Stations

Monday – Friday, 6:00 a.m. to 2:30 p.m.

Please note:

For weeks during which a holiday is observed on a weekday, the facilities will be open on Saturday as follows:

RRC: 7:00 a.m.–1:45 p.m. **Transfer Stations:** 6:00 a.m. - 2:30 p.m.

If the scale is closed during the week for a scheduled holiday (listed below), the scale will be open the following Saturday from 7:00 a.m. to 1:45 p.m. If the scale remains open during a municipal or state holiday, the scale will be open the following Saturday from 7:00 a.m. to 10:45 a.m.

3. HOLIDAYS

Mid-Connecticut Facilities are closed on the following holidays:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

4. DELIVERY POLICY

All recyclables to be delivered must be pre-approved by CRRA. Loads of residential and commercially-generated recyclables are to be delivered in permitted vehicles containing only the following acceptable materials:

Paper Processing Facility:

- (a) Newspaper and Magazines commingled
- (b) Corrugated Cardboard only
- (c) Newspaper, Magazines and Corrugated Cardboard commingled
- (d) Junk Mail
- (e) Office Paper or High-Grade Paper
- (f) Boxboard

Container Processing Facility:

Commingled food and beverage containers including:

- (a) Clear glass
- (b) Brown glass
- (c) Green glass
- (d) Metal cans
- (e) Aluminum cans
- (f) Aluminum foil
- (g) PET (#1) plastic containers
- (h) HDPE (#2) plastic containers
- (i) Aseptic packaging (milk and juice cartons and juice boxes)

4.1 Acceptable Materials

Newspapers (including newspaper inserts) and **Magazines** (including catalogs) - no more than (2) months old; commingled; bundled in brown (kraft) paper grocery bag; must be clean and dry.

Corrugated Cardboard - with corrugated (alternating ridges and grooves) kraft (brown) paper middle only; uncoated; clean and dry; flattened, when flattened must be no larger than three (3) feet in width or height (oversized boxes must be cut -down to 3' (feet) by 3' (feet); bundles may be tied with string only.

Junk Mail – All loose or bagged bulk mail consisting of paper or cardboard. Envelopes with windows are acceptable. Examples: Catalogs, Flyers, Envelopes containing office paper, Brochures and empty, small boxes.

Office Paper or High-Grade Paper – all loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).

Boxboard – all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging. **Dry food and cereal boxes must have inside bag removed.** Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable. Examples: Cereal boxes, cracker boxes, shoe boxes, beer cartons and six-pack holders.

Glass Food And Beverage Containers Only - clear, brown, and green bottles up to three (3)/one (1) gallon in size; washed clean; caps lids, and corks removed, attached labels and neck rings are acceptable, **EXAMPLES:** SODA, LIQUOR, WINE, JUICE BOTTLES, JAM JARS, and MASON JARS.

Metal Food And Beverage Containers Only - washed clean: up to 2.5 gallons or 6 liters of total volume in size; clean metal lids acceptable; No. 10 size cans acceptable; empty aerosol cans previously containing non-hazardous substances. **EXAMPLES:** SOUP, VEGETABLE, JUICE, and other FOOD CANS, COOKIE TINS; DOG and CAT FOOD CANS, KITCHEN SPRAY CANS, BULK SIZE VEGETABLE CONTAINERS.

Aluminum Used Beverage Cans - unflattened; washed clean; self-opening attached tabs acceptable. **EXAMPLES:** SODA and BEER CANS.

Aluminum Foil - washed clean; folded flat; free of other materials. **EXAMPLES:** ALUMINUM FOIL WRAP, TAKE-OUT ALUMINUM FOIL FOOD CONTAINERS.

PET (Polyethylene Terephthalate) Plastic Containers - code 41 -, up to three (3) liters in size; washed clean; attached labels acceptable. **EXAMPLES:** SODA, JUICE, COOKING OIL, MINERAL WATER, and DISH DETERGENT BOTTLES.

HDPE (High Density Polyethylene) Plastic Containers - #1 & #2; washed clean; up to 2.5 gallons or 6 liters of total volume in size not previously containing hazardous materials; attached labels acceptable. **EXAMPLES:**

MILK JUGS, SPRING WATER, LAUNDRY DETERGENT, BLEACH, and DISH DETERGENT BOTTLES.

Aseptic Packaging - Gable top plastic coated paper containers up to three (3) liters or one(1) gallon in size; empty with straws and caps removed.
EXAMPLES: MILK, JUICE CONTAINERS, SMALL SINGLE SERVE JUICE AND MILK BOXES.

4.2 Materials Not Accepted

Ceramic plates	Light bulbs
Ceramic cups	Mirror glass
Syringes	Tiles
Window glass	Hypodermic needles
Clay pots	Crystal
Motor oil bottles	Porcelain
Heat-resistant ovenware	Pyrex
Drinking glasses	Books
Stones	Plates
Glass	Gravel
Auto glass	Telephone books
Pots and pans	Leaded glass
Paint cans	Clothes hangers
Food contaminated pizza boxes	#3-#7 plastics
Waxed corrugated	Asian corrugated
Notebooks	Anti-freeze containers

5. DELIVERY RULES AND REGULATIONS

- (a) Only pre-approved, acceptable recyclables will be accepted for delivery to the Mid-Connecticut Regional Recycling Center (RRC) and all the Recycling Transfer stations. All recyclables delivered to the RRC and Recycling Transfer Stations must meet the Facility Delivery Standards as detailed herein **Appendix A** in order to be accepted for processing.
- (b) All commercial vehicles delivering to the RRC will follow the routes described in Attachment A herein.
- (c) Loads in which containers are mixed with new paper magazines and/or corrugated cardboard are not accepted for processing by either processing facility and are not accepted at the transfer stations.
- (d) All vehicles delivering to the RRC and the Recycling Transfer Stations must have a valid Mid-Connecticut permit issued by CRRA. Permit stickers must be displayed on roll-off containers as well as the vehicles delivering them.
- (e) All recycling vehicles delivering recyclables to the 211 Murphy Road Facility must enter the facility at 123 Murphy Road (Entrance marked "B")

- (f) Operators of rear-dumping vehicles will be required to sweep clean all materials from the empty compartment before proceeding to the next tipping area.
- (g) All deliveries are subject to inspection of the contents by CRRA or its agent prior to, during, and/or after unloading.
- (h) Haulers may not deliver loads containing recyclables that originate from more than one town. Loads from towns not participating in CRRA's recycling program will not be accepted unless CRRA has authorized such delivery.
- (i) Mechanical densifying of aluminum containers and plastic containers is prohibited (non-aluminum metal cans may be crushed or flattened).
- (j) Loads of commingled containers may contain any combination of acceptable container materials except loads containing solely mixed-color (any color combination) glass will not be accepted for delivery.
- (k) Loads of commingled containers may not be delivered in bags of any type. All commingled containers must be delivered in loose form to both the RRC and the recycling transfer stations.
- (l) Due to poor quality of pre-sorted bottles and cans previously delivered, CRRA does not encourage deliver of pre-sorted containers. Any town or hauler wishing to deliver presorted containers must first obtain written approval from CRRA.

6. LOAD REJECTION POLICY

CRRA or its agent will reject loads if they include unacceptable levels of contamination, if they are unprocessable, or they otherwise do not meet the Facility Delivery Standards as determined. Loads may be rejected before or after unloading. If a delivery is rejected after unloading, it is subject to a \$200 handling charge.

Loads that are rejected prior to unloading will not be subject to a handling charge unless CRRA or its agent determines that such charge is appropriate under the circumstances. Loads that are rejected prior to unloading will be considered as voided transactions and the tonnage will not accrue to the town of origin. CRRA reserves the right to charge additional fees, disposal fees, and or penalties above \$200.00 when circumstances warrant such.

Loads will be considered not to meet the Facility Delivery Standards if:

- (a) They originate from more than one town.
- (b) They include commercially generated recyclables that are not collected as part of a town's residential program.
- (c) They originate from a town or towns that do not participate in the Mid-Connecticut Regional Recycling Program unless authorized by CRRA.

- (d) They are found to be contaminated and/or unprocessable.
- (e) CRRA has communicated in writing to the hauler that the load or loads cannot be delivered to the RRC without written approval of CRRA.

Loads will be considered contaminated if:

- (a) A load of commingled containers contains more than 5% unacceptable containers or materials other than acceptable containers.

Loads will be considered unprocessable if:

- (a) More than 10% of a load of newspaper i.e.: magazines and/or corrugated cardboard are wet except as a result of inclement weather.
- (b) Acceptance of the load would significantly disrupt the normal operations of the Facility.
- (c) More than 25% of a load's glass containers are broken.
- (d) More than 25% of aluminum cans are flattened or deformed.
- (e) More than 25% of plastic containers are flattened or deformed.
- (f) The condition of the load is such that a significant part (or the entire load) of the material would be unmarketable after processing or that by processing the material delivered in the load with the other accepted, processible material. Such other accepted processible material would be rendered unprocessable and/or unmarketable by coming in contact with the material in the load.

7. VEHICLE STANDARDS

- (a) CRRA reserves the right to restrict vehicle access to any and all Mid-Connecticut recycling facilities (including transfer stations).
- (b) All vehicles tipping at the facilities shall be automatic self-dumping vehicles and shall have a minimum capacity of twelve (12) cubic yards.
- (c) Refuse packer trucks may be used in the collection of containers only if the compaction mechanism for the vehicle has been disabled for maximum compaction (so as to minimize breakage). It is preferred that such a vehicle's use be dedicated for recyclable collection. CRRA and its agents will have the right to check vehicles to insure that the compaction mechanism has been disabled for maximum compaction when delivering recyclable containers.
- (d) Refuse packer trucks with operable compaction units may be used in the collection of newspapers, magazines and/or corrugated cardboard. It is preferred that the

vehicle's use be dedicated for recyclable paper collection, and that the vehicle be free of any liquid or other residues (clean) inside the compartment.

- (e) Use of on-truck densifiers or other mechanical compaction to flatten containers is prohibited.

For further information, contact CRRA Field Manager at 860-757-7700, Monday – Friday, 8:30 a.m. 5:00 p.m.

Attachment "A"

All commercial vehicles accessing the site will follow the routes described below for all trips to and from the facility. See following pages for route maps.

SITE ACCESS

Vehicles originating from I-91 southbound:

- Take Exit 28, turn left onto Airport Road, turn left at the Brainard Road/Airport Road intersection, follow Brainard Road around curve to right where it becomes Maxim Road, and then turn right at Murphy Road intersection. Enter the site via a right turn movement at driveway B.

Vehicles originating from I-91 northbound:

- Take Exit 27; proceed straight thru the Brainard Road/Murphy Road intersection. Enter the site via a left turn movement at driveway B.

SITE EGRESS

Vehicles heading to I-91 southbound:

- Leave the site via driveway A, turn left onto Murphy Road. Turn left onto Maxim Road and follow it around the curve to the left where it becomes Brainard Road. At the Brainard Road/Airport Road intersection, turn right and follow Airport Road to the left turn onto the I-91 Southbound on-ramp.

Vehicles heading to I-91 northbound:

- Leave the site via Driveway A, turn right onto Murphy Road. At the Murphy Road/Brainard Road intersection, go straight thru the intersection to access the I-91 northbound on ramp.

APPENDIX B

Policy Guidelines for Accepting Residue from Recycling Facilities

Authority Projects will accept residue from recycling facilities, as defined in (CGS 22a-207); that meet all of the following conditions:

The Recycling Facility must possess a valid DEP Permit to Operate a Recycling Facility. A DEP permitted Solid Waste Facility (other than Recycling Facility), which provides for recycling in its approved Plan of Operations may also be deemed eligible by CRRA project staff for this purpose. Operators must provide CRRA with a copy of the DEP Permit to Operate. CRRA will determine if haulers comply with eligibility criteria before acceptance of residue.

Residue will only be accepted in direct proportion to the solid waste received and processed by the Recycling Facility from Project participating municipalities, (i.e.) if a facility accepts 100 tons of solid waste and 10 tons of this if from project municipalities, CRRA will accept 10% of the total recycling residue.

A listing by municipality of the amount of solid waste received, the total amount of residue generated, the amount of residue apportioned to each municipality, the method used to calculate the amount apportioned to each municipality, and the location at which all residue was disposed shall be submitted to CRRA with each payment for the period covered by the payment.

Prior to delivering any residue to any of the facilities, Hauler and all the Authorized Companies shall obtain all permits that are required by the Procedures, and shall comply with all other pre-delivery requirements set forth therein and-in the applications (including instructions) for such permits. Hauler and such authorized company shall comply at all times with the Procedures, including any amendments made by CRRA thereto from time to time.

All vehicles delivering residue must possess a current, valid Authority permit, including but not limited to the necessary payment guarantees, proof of insurance and indemnification agreements.

CRRA projects from time to time may allow the receipt and disposal of processible non-project residue on a spot basis.

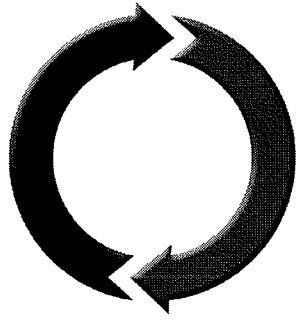
CRRA reserves the right to inspect any facility, including records of solid waste and residue, from which residue disposal is requested and/or received.

APPENDIX C

Number of Violations	Safety Violations	Maintenance Violations	Hazardous Waste Violation	Non-Processible Waste Violation	Unacceptable & Misrepresentation of Origin Violation	Truck Route Violation
Examples of Violations (Not limited to)	Speeding; No back-up alarm; Unsecured door	Motor Vehicle Operation; Failure to Follow Instructions; No Tarp	Any Delivery of Hazardous Waste or medical waste to Facilities	Household furniture, white metals, scrap metals, Bulky Waste	Any Delivery of Unacceptable Waste or Misrepresentation of Origin of Delivered Waste	Any Use of Permittee's Vehicle On Non-Authorized Truck Route
1st	\$250.00	Written Warning to the Permittee	\$1,000.00	Written Warning to the Permittee	Written Warning to the Permittee	Written Warning to the Permittee
2nd	\$500.00	\$100.00	\$1,500.00	\$100.00	\$500.00	\$250.00
3rd	\$1,000.00	\$250.00	\$2,000.00	\$250.00	\$1,000.00	\$500.00
4th	\$1,500.00	\$750.00	\$3,000.00	\$750.00	\$1,500.00	\$1,000.00
5th	\$2,000.00	\$1,250.00	\$4,000.00	\$1,000.00	\$2,000.00	\$1,500.00
6th	\$2,500.00	\$2,500.00	\$5,000.00	\$1,500.00	\$2,500.00	\$3,000.00

Notes:

1. First, all Violations are done **By Location**.
2. Second, Violations are done **By Type**.
3. The above list does not include a complete list of violations. It is meant to illustrate the types of offenses that may constitute a violation.
4. Disposal privileges may be denied or suspended for serious or repeated violations.
5. Reloading charges may be applicable for certain waste violations and are payable to either CRRRA or the waste-to-energy facility operator, in accordance with the respective waste-to-energy project agreements.



CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY

Schedule 9

WALLINGFORD PROJECT

**PERMITTING, DISPOSAL AND BILLING
PROCEDURES**

CONNECTICUT RESOURCES RECOVERY AUTHORITY
WALLINGFORD PROJECT
PERMITTING, DISPOSAL AND BILLING PROCEDURES

TABLE OF CONTENTS

1.	GENERAL.....	1
1.1	Definitions	1
1.2	Preamble	6
1.3	General Principles of Interpretation.....	6
2.	PERMITTING.....	6
2.1	Permit Application.....	6
2.2	Submission of Permit Application.....	7
2.3	Guaranty of Payment	7
2.4	Issuance and Renewal of Permit.....	8
2.5	Tare Weights.....	9
2.6	Miscellaneous	9
2.7	Municipal Permits.....	10
3.	INSURANCE.....	10
3.1	Insurance.....	10
3.2	Indemnification.....	12
4.	OPERATING AND DISPOSAL PROCEDURES	12
4.1	Delivery of Acceptable Solid Waste.....	12
4.2	Access to the Facility.....	12
4.3	Hours for Delivery.....	16
4.4	Disposal Procedures.....	16
4.5	Weight Tickets.....	18
4.6	Temporary Emergency Access To The Facilities.....	18
4.7	Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating Municipalities.....	18
5.	BILLING	19
5.1	Payment of Invoices	19
5.2	Liability for Payment of Invoices	19
5.3	Past Due Invoices	19
5.4	Miscellaneous	20
5.5	Return Check Policy.....	20
5.6	Disputes on Billing	20
6.	SANCTIONS	20
6.1	Sanctions.....	20
6.2	Appeal Process.....	21

7. LEGAL22
7.1 Consistent with Municipal Solid Waste Management Services Contract22
7.2 Governing Law22
Appendix A – Sanctions Table23

1. GENERAL

1.1 Definitions

As used in these procedures, the following terms shall have the meanings as set forth below:

- (a) “**Acceptable Solid Waste**” shall include Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality, and deemed acceptable by the Authority in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Waste Facilities. Pursuant to subsection (7) below the Authority may agree in writing that Solid Waste originating from sources outside Participating Municipalities be deemed Acceptable Solid Waste, so long as it otherwise complies with the requirements specified herein. Acceptable Solid Waste shall include but is not limited to the following:
- (1) Scrap wood not exceeding six (6) feet in length or width or four (4) inches in thickness;
 - (2) Single trees and large tree limbs not exceeding six (6) feet in length or four (4) inches in diameter and with branches cut to within six (6) inches of the trunk or limb, as the case may be;
 - (3) Metal pipes, tracks and banding or cable and wire not exceeding three (3) feet in length and one and a half (1 1/2) inches in diameter;
 - (4) Cleaned and emptied calls or drums not exceeding five (5) gallons in capacity and with covers removed;
 - (5) Automobile tires without rims exclusively from the residential Solid Waste stream and in limited quantities, if any to be determined by the Authority on a day-to-day basis;
 - (6) Paper butts or rolls, plastic or leather strappings or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and Cut in half lengthwise;
 - (7) Non-processible Waste as defined herein; and
 - (8) Any other Solid Waste deemed acceptable by the Authority in its sole discretion. Acceptable Solid Waste shall not include any unacceptable Non-Processible Waste, Recycling Residue, Recyclable Materials, and/or Special Waste unless such foregoing unacceptable waste is approved by the Authority in accordance with these procedures for disposal at any of

the Waste Facilities or any materials or waste that are or may in the future be required by law and/or regulation to be recycled.

- (b) “**Account**” shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between the Authority and a person, firm or Participating Municipality providing for the use of the Facility and the services in connection therewith.
- (c) “**Authority**” or “**CRRA**” shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut.
- (d) “**Bulky Waste**” shall mean construction, demolition, and/or land clearing debris.
- (e) “**By-Pass Waste**” Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by the Authority for disposal at any other site designated by the Authority.
- (f) “**Contaminated Soil**” shall include soil derived from fuel tank excavation, sludge residue, steel casting sands, metal washdown residue, rust/scale materials, foundry residue, grinding sludge and any other material deemed by the Authority in its sole discretion to be Contaminated Soil.
- (g) “**Designee**” shall mean
 - (1) In the case of a Participating Municipality, a company/entity contracted for and/or licensed by said Participating Municipality to haul waste generated within the boundaries of said Participating Municipality; or
 - (2) In the case of the Authority, any company/entity contracted or authorized by the Authority to haul waste.
- (h) “**Facility**” shall mean the Authority's Resource Recovery Facility located at 530 South Cherry Street in Wallingford, Connecticut 06492.
- (i) “**Hazardous Waste**” shall include any material or substance which is, by reason of its composition or its characteristics or its delivery to the Facility (a) defined as hazardous waste in the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., and any regulations, rules or policies promulgated hereunder, (b) defined as hazardous waste in Section 22a-115 of the Connecticut General Statutes, (c) defined as special nuclear material or by-product material in Section 11 of the Atomic Energy Act of 1954, 42 U.S.C. §2014, and any regulations, rules or policies promulgated hereunder, or (d) regulated under Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. §2605; (e) and any regulations, rules or policies promulgated thereunder, as any of the statutes referred to in clauses (a) through (d) above may be amended; provided, however, that Hazardous Waste shall not include such insignificant quantities of any of the wastes covered by clauses (a), (b) and (d) as are customarily found in normal household,

commercial and industrial waste to the extent such insignificant quantities are permitted by law to be treated and disposed of at the Facility or at sanitary landfills, as applicable. Hazardous Waste shall also include such other waste as deemed by the Authority in its sole discretion to be "Hazardous Waste."

- (j) "**Landfill**" shall mean any properly licensed real property used by any Participating Municipality and/or the Authority for the disposal of Recycling Residue, ByPass Waste, NonProcessible Waste, or residue from the processing and/or incineration of Acceptable Solid Waste at the Waste Facilities.
- (k) "**Member Municipality**" shall mean a Municipality that has contracted with the Authority for waste management services.
- (l) "**Mixed Load**" shall mean waste from more than one Participating Municipality stored and carried in a single vehicle, roll-off box or trailer and delivered to the Facility.
- (m) "**Municipal Solid Waste Management Services Contract**" shall mean the contract between the Authority and a Participating Municipality for the delivery processing and disposal of all Acceptable Solid Waste generated within the boundaries of the Participating Municipalities for disposal at the Project.
- (n) "**Non-Processible Waste**" shall include the following categories of Solid Waste (other than Unacceptable Waste):
 - (1) Street sweepings.
 - (2) Non-combustible construction materials and demolition debris, including masonry, brick and stone, structural steel, re-bar, and structural shapes.
 - (3) Oversized Bulky Waste, that is, items which exceed seven (7) feet by three (3) feet by five (5) feet in size.
 - (4) Tree stumps, logs, brush, and combustible demolition debris which exceed four (4) feet in length and four (4) inches in diameter or four (4) inches in thickness.
 - (5) Other items not normally burned in a mass-burn facility, such as white goods and engine blocks, the processing of which would cause damage to the Facility.
 - (6) Any Solid Waste not classified as Unacceptable Waste from the Participating Municipalities that cannot be burned at the Facility.
 - (7) Any other waste deemed by the Authority in its sole discretion to be "Non- Processible Waste."

- (o) “**Operator**” or “**Operators**” shall mean the organization or personnel in such organization under contract with the Authority for the operation of the Facility.
- (p) “**Participating Municipality**” shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within its corporate limits, and which has executed a Municipal Solid Waste Management Services Contract for disposal at the Facility.
- (q) “**Permittee**” shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to the Authority and have been authorized to use the Facilities by the Authority.
- (r) “**Permit Number**” shall mean the vehicle identification number assigned by the Authority to a Permittee’s waste transportation vehicle for use at the Facilities.
- (s) “**Private/Non-Commercial Hauler**” shall mean shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
- (t) “**Project**” shall mean the facilities constituting the Authority’s Wallingford Project.
- (u) “**Recyclable Materials**” shall mean any materials or waste that are or may in the future be required by law and/or regulation to be recycled.
- (v) “**Residue**” shall mean ash residue or material remaining after the processing and combustion of Acceptable Solid Waste at the Facility.
- (w) “**Roll-Off Box or Trailer**” shall mean all containers, stationary compactors, etc. used for waste requiring a truck chassis for transport.
- (x) “**Safety Violation**” shall mean any act, which jeopardizes the safety of persons or property at the facility.
- (y) “**Solid Waste**” shall include unwanted or discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding semi-solid, liquid materials customarily collected and treated in a municipal sewage and/or water treatment system.
- (z) “**Special Waste**” shall mean materials that are suitable for delivery, at the Authority’s sole and absolute discretion, but which may require special handling and/or special approval by CT DEP or another non-Authority entity.
- (aa) “**Temporary Vehicle**” – shall mean a vehicle not permitted.

(bb) “**Transfer Station**” shall mean any of the facilities, including all roads appurtenant thereto, owned and/or operated by the Authority for receiving Acceptable Solid Waste from any Participating Municipality for transport to a destination of ultimate disposal.

(cc) “**Unacceptable Waste**” shall include

- (1) Explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259.30 (1990), radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, liquid waste (other than liquid Solid Waste derived from food or food by-products), and hazardous substances of any type or kind (including without limitation those substances regulated under 42 U.S.C. §6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 et. seq. 42 U.S.C. §6901 et. seq.), other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;
- (2) Any item of waste that is either smoldering or on fire;
- (3) Waste in quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil;
- (4) Any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the Facilities (except for ordinary wear and tear), or be in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation;
- (5) Any Solid Waste that is deemed by the Authority in its sole discretion to be not in conformance with the requirements for Acceptable Solid Waste or Non-Processible Waste as set forth in these procedures; and
- (6) Any other waste deemed by the Authority in its sole discretion for any reason to be Recyclable Materials, Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by the Authority to deliver waste to any of the Facilities.

(dd) “**Waste Facilities**” shall mean the Facility and all Transfer Stations and Landfills of the Project.

- (ee) **“Waste Hauler”** shall mean shall mean a person or firm, including a “collector” as defined in Section 22a-220a(g) of the Connecticut General Statutes, that derives its main source of income from the collection, transportation, and/or disposal of waste.

1.2 Preamble

The Authority may amend these procedures from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact the Authority at (860) 757-7700 in order to obtain a copy of the procedures in effect. Additional copies of these procedures may be obtained at the cost of reproduction and postage. The procedures are also available on the Authority’s website at www.CRRA.org.

1.3 General Principles of Interpretation

- (a) The captions contained in these procedures have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the express terms or provisions of these procedures
- (b) The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice-versa, whenever the context of these procedures so requires.
- (c) The Authority reserves the right to amend these procedures and the definitions herein from time to time as it deems necessary in its sole discretion.
- (d) These procedures are intended to comply and be consistent with each Municipal Solid Waste Management Services Contract for the Project. In the event of any conflict between these procedures and any Municipal Solid Waste Management Services Contract for the Project, the latter shall control.

2. PERMITTING

2.1 Permit Application

- (a) Any Waste Hauler, Private Non-Commercial Hauler, Participating Municipality or any other person or entity that desires to use the Facility shall obtain a permit in accordance with these procedures before delivering to and/or removing waste from the Facility.
- (b) Each applicant for a permit shall complete a permit application and provide to the Authority all of the necessary information requested thereon, including but not limited to:
 - (1) The identification of each vehicle owned, leased or operated by the applicant or its agent and employees and to be used by the applicant at the Facility;

- (2) The origin of the waste that the applicant's vehicle collects; and
- (3) All certificates of insurance that the applicant is required to provide pursuant to Section 3 hereof.

In connection with the foregoing, each applicant shall also execute and submit to the Authority all documents attached to the permit application, including but not limited to:

- (1) A Solid Waste Delivery Agreement (if applicable);
- (2) An Attestation Agreement;
- (3) Indemnification Agreement;
- (4) Credit Agreement; and
- (5) Security deposit in the form and amount acceptable to the Authority

2.2 Submission of Permit Application

- (a) Upon applicant's completion of the permit application and execution of all documents attached thereto, the applicant shall submit such permit application and documents and pay the applicable fees to the Authority.
- (b) Pursuant to the submission of a Permit Application to the Authority, each applicant and Permittee hereby agrees to cooperate with the Authority or the Authority's Designee in any matter affecting the orderly operation of the Facility and to fully abide by and comply with these procedures. In addition to the foregoing, each applicant and Permittee acknowledges and agrees that its failure to cooperate with the Authority or the Authority's Designee or to abide by or comply with these procedures shall result in fines and/or suspension or revocation of disposal privileges at the Facility.

2.3 Guaranty of Payment

- (a) Permittee shall submit, along with its permit application, a guaranty of payment satisfactory to the Authority in all respects and in the form of payment a letter of credit, a suretyship bond, cash, or a cashier's check in an amount sufficient to cover at least two (2) month's of waste disposal charges as estimated by the Authority.
- (b) At its sole and absolute discretion, the Authority may review a Permittee's guaranty amount under Section 2.3(a) above and require the Permittee to increase its guaranty amount in the event the average monthly delivery rate of Permittee varies by 10% or more. The Authority shall review a Permittee's guaranty amount as detailed in the foregoing sentence at least semi-annually.

- (c) Additionally, if Permittee submits to the Authority, a letter of credit or suretyship bond, Permittee shall within sixty (60) days before the expiration of the same, renew its letter of credit or suretyship bond and furnish the renewed letter of credit or suretyship bond to the Authority. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by the Authority, Permittee shall immediately submit to the Authority a new letter of credit or suretyship bond that complies with the requirements of this Section 2.3.
- (d) If the Permittee fails to comply with any of the requirements of this Section 2.3, or fails to maintain adequate security, then the Authority may deny Permittee any further access to the Facility and/or revoke or suspend Permittee's permit for the same.

2.4 Issuance and Renewal of Permit

- (a) Provided that the applicant has submitted its permit application and all other documents required to be submitted hereunder to the Authority, applicant has paid to the Authority the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to the Authority, then the Authority may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
 - (1) The Permittee shall be assigned an Account number;
 - (2) All of the vehicles listed on the Permittee's permit application shall be assigned a decal with a Permit Number, which decal shall be prominently and permanently affixed by the Permittee in a location clearly visible to the scalehouse operator and as designated by the Authority;
 - (3) Each Permittee's Roll-off Boxes and Trailers shall be assigned a decal- and the decal shall be prominently and permanently affixed by the Permittee in a location clearly visible to the scalehouse operator, as designated by the Authority; and
 - (4) Trucks arriving at the scale house without the assigned Authority Permit Number displayed shall be denied access to the Facility.
- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by the Authority. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to the Authority a renewal permit application together with the pertinent renewal fee for the same within twenty (20) days before the end of each fiscal year. The renewal fees to be paid by each Permittee hereunder shall be determined by the Authority on an annual basis. Any Permittee who fails to perform its renewal obligations under this Section 2.4(c) shall be denied access to the Facility by the Authority until such Permittee performs such renewal obligations.

- (d) At its sole and absolute discretion, the Authority may issue a Permittee a Temporary Permit for a vehicle this is not currently authorized under Section 2. A Temporary Permit may be issued for a substitute vehicle due to an emergency breakdowns and/or the use of a demonstration vehicle. Temporary Permits are valid for up to six (6) days and are issued once every 60 days, per Permittee. During any time period when a Permittee's vehicle is denied disposal privileges, no temporary permits will be granted to the Permittee that is denied disposal privileges.

2.5 Tare Weights

- (a) Tare weights of all vehicles, trailers, and Roll-off Boxes shall be established after delivery of the first load under a new permit at the Facility. Such tare weights shall be obtained at the direction and under the procedures set forth by such facility's scalehouse.
- (b) After the initial tare weights have been obtained, Authority and/or Operator may require the verification of tare weights on a random basis to verify weight records. Haulers shall cooperate with the Authority and/or Operator to provide such data as required.
- (c) Haulers may request spot tare weight checks for their trucks only if the spot checks do not negatively impact the operations of the Facility as determined by the Authority at its sole and absolute discretion.
- (d) At the direction of the Authority or the Authority's Designee, haulers failing to comply with the foregoing tare weight procedures shall be billed as follows:
 - (1) The vehicles last known tare weight; or
 - (2) A maximum 22 net tons.
- (e) If hauler fails to comply with the terms of this Section 2.5 and hauler(s) is billed in accordance with subsection (d) above, then hauler's disposal privileges shall be denied until hauler complies with the terms of this Section 2.5.

2.6 Miscellaneous

- (a) If the Permittee acquires any vehicle that is not authorized under the Permittee's permit, then the Permittee shall submit an amended permit application to the Authority pursuant and subject to the above procedures set forth in this Section 2.
- (b) Permittees are responsible for all charges, costs expenses, disposal fees and fines incurred under the permit.
- (c) If Permittee's permit is lost or stolen, Permittee is responsible for all costs, charges, expenses, disposal fees and fines incurred until said Permittee notifies the Authority in writing of the lost or stolen permit.

(d) Permittee shall give the Authority advance written notice of any changes in such Permittee's business operation that would have a material effect on Permittee's delivery schedules or weight records and shall include the effective date(s) of such changes. Such changes of Permittee's business operation shall include, but not be limited to, the following:

- (1) Changes in name or mailing address;
- (2) Changes in phone number(s);
- (3) Changes in physical location of Permittee's business; and
- (4) Changes in the Permittee's business structure, including but not limited to the acquisition of other hauling companies that would impact Permittee's volume of waste deliveries to the Waste Facilities.

2.7 Municipal Permits

If Participating Municipality requires haulers to register or obtain a permit to haul, all Permittees shall be required to register with such Participating Municipality from which it will collect from and deliver waste. Also, each Participating Municipality has established its own permit, registration, and/or inspection requirements, which must be followed in addition to these procedures.

3. INSURANCE

3.1 Insurance

- (a) Each Permittee shall procure and maintain, at its own cost and expense, throughout the term of any permit issued to such Permittee, the following insurance, including any required endorsements thereto and amendments thereof:
- (1) Commercial general liability insurance alone or in combination with, commercial umbrella insurance with a limit of not less than one million (\$1,000,000.00) dollars each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
 - (2) Business automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million (\$1,000,000.00) dollars each accident.
 - (3) Workers' compensation insurance with statutory limits and employers' liability limits of not less than five hundred thousand (\$500,000.00) dollars each accident for bodily injury by accident and five hundred

thousand (\$500,000.00) dollars for each employee for bodily injury by disease.

- (b) Each applicant or Permittee shall submit, along with its permit or permit renewal application to the Authority, an executed original certificate or certificates for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced in Section 3.1(c) below. Additionally, each Permittee shall furnish to the Authority within thirty (30) days before the expiration date of the coverage of each above required insurance a certificate or certificates containing the information required in Section 3.1(c) below and certifying that such insurance has been renewed and remains in full force and effect.
- (c) All policies for each insurance required above shall:
 - (1) Name the Authority as an additional insured (this requirement shall not apply to Business automobile liability or workers' compensation insurance);
 - (2) Include a standard severability of interest clause;
 - (3) Provide for not less than thirty (30) days' prior written notice to the Authority by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
 - (4) Hold the Authority free and harmless from all subrogation rights of the insurer; and
 - (5) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that the Authority may have shall be deemed in excess of such primary insurance.
- (d) All policies for each insurance required above shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of B+ VIII or better, or otherwise deemed acceptable by the Authority in its sole discretion.
- (e) Subject to the terms and conditions of this Section 3.1, an applicant or Permittee may submit to the Authority documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability, business automobile liability insurance and employers' liability insurance.
- (f) If any Permittee fails to comply with any of the foregoing insurance procedures, then the Authority may in its sole discretion deny such Permittee any further access to the Facility and/or suspend or revoke its permit for same.

- (g) No provision of this Section 3.1 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages or other costs and expenses.
- (h) The Authority shall not, because of accepting, rejecting, approving, or receiving any certificates of insurance required hereunder, incur any liability for:
 - (1) The existence, non-existence, form or legal sufficiency of the insurance described on such certificates,
 - (2) The solvency of any insurer, or
 - (3) The payment of losses.
- (i) For purposes of this Section 3, the terms "applicant" or "Permittee" shall include any subcontractor thereof.

3.2 Indemnification

Permittee shall at all times defend, indemnify and hold harmless the Authority, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and court costs) arising out of injuries to the person (including death), damage to property or other damages alleged to have been sustained by: (a) the Authority, any Operator, or any of their respective directors, officers, employees, agents or subcontractors or (b) Permittee or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse the Authority for damage to property of the Authority caused by Permittee or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Permittee's obligations under this Section 3.2 shall survive the termination or expiration of Permittee's permits.

4. OPERATING AND DISPOSAL PROCEDURES

4.1 Delivery of Acceptable Solid Waste

Any Permittee that has a solid waste delivery agreement with the Authority shall deliver Acceptable Solid Waste only to those Waste Facilities designated by the Authority.

4.2 Access to the Facility

Within the boundaries of the Town of Wallingford, all Permittees delivering waste to the Facility from Participating Municipalities shall use the routes specified below:

- (a) North Haven and Hamden – I-91 North to Exit 13; North on South Colony (Route 5 north), to west on John Street and south on South Cherry Street to the Facility.
- (b) Meriden – I-91 South to Exit 13 and the same route as above from that point on.
- (c) Cheshire - First choice - east on Route 68 to I-91, south to Exit 13. Second choice - east on Cook Hill Road to south on South Turnpike Road and then east on Toelles Road to South Colony. In both cases trucks shall proceed north on South Colony to west on John Street and south on South Cherry Street to the Facility.
- (d) Any hauler who violates the truck routes described in this section shall be subject to the penalties set forth in **Appendix A** hereof.
- (e) Trucks are not to be left unattended while on or off the Facility site if doing so impedes the approach to or exit from the Facility.
- (f) No waste hauler/driver shall possess, consume, nor be under the influence of any illegal, controlled or intoxicating substances while at the Facility site.
- (g) Lighted cigarettes or other sources of combustion are not to be in or around the tipping floor/pit area/dumpsters.
- (h) Waste haulers at the Facility who discover a fire in their truck (hot loads) shall be diverted to the staging area outside the tipping floor to unload. Operator shall call the Wallingford Fire Department to extinguish all fires.
- (i) In the event of explosions, incidents, or Facility damage which impairs the flow of traffic or ability to dispose of Acceptable Solid Waste at the Facility, haulers shall follow directions and procedures of Operator.
- (j) Any damage to a hauler's truck or equipment alleged to have occurred at the Facility shall be reported immediately to the Operator.
- (k) After appropriate notification, Operator will bill haulers for damage to the Facility or equipment caused by their drivers and/or equipment.
- (l) Waste haulers should make every effort to unload in an expedient manner to assure even traffic flow through the Facility. There will be no scavenging of refuse at the Facility.
- (m) Foul language and inappropriate behavior are not permitted on site e.g., spitting, swearing, lewd gestures, littering, etc.
- (n) Restroom facilities are not available. There will be no defecating or urinating on site.

- (o) Any waste hauler who commits a maintenance violation shall be subject to the penalties set forth in **Appendix A** hereof.
- (p) All Hazardous Waste shall be rejected from the Facility if delivery is attempted. Haulers who have received weight tickets for loads, which contain a portion of Hazardous Waste, shall not receive a credit for any rejected portion.
- (q) Waste haulers shall dispose of the Hazardous Waste at their cost at a site and in a manner prescribed by law.
- (r) In addition to any costs and damages described herein, waste haulers shall pay all costs and damages which include but are not limited to removal, disposal, liabilities for third parties, repairing any damage to the Facility, cleanup, transportation, attorneys' fees, containment, and court costs.
- (s) Any hauler who attempts to deliver or delivers Hazardous Waste shall be subject to the penalties set forth in **Appendix A** hereof
- (t) The following wastes are banned at the Facility.
 - (1) BULKY AND OVERSIZED WASTE – Such items as dirt, brick, stone, asphalt, asphalt shingles or roofing, concrete, demolition material, drywall or wallboard, large items containing a metal structure such as bedsprings, mattresses or furniture, tree stumps, wooden skids, logs, wood exceeding 4 inches in diameter or 4 feet in length, and brush (small bundles of brush from residential pick-ups where branches do not exceed 2” in diameter and 3 feet in length will be accepted).
 - (2) HAZARDOUS WASTE – See definition of Hazardous Waste.
 - (3) SCRAP METALS - Large metal items such as auto parts, structural steel, re-bar, pipe, refrigerators, stoves, air conditioners, boilers, hot water heaters, bicycles, lawn mowers and lawn furniture.
 - (4) OTHER ITEMS THAT ENDANGER THE FACILITY - Such items as gasoline cans, propane tanks, pyrotechnics or fireworks, explosives, ammunition, sawdust and compressed gas cylinders of any kind.
 - (5) ROLLS OF PAPER AND ROLLED CARPETS - Carpets will be accepted if cut into pieces whose largest dimension does not exceed 3 feet. Large loads of carpeting will be rejected, even if cut.
 - (6) CORRUGATED CARDBOARD AND OFFICE PAPER - Significant quantities of these materials in a waste load will be rejected.
 - (7) ITEMS IN QUANTITIES WHICH WOULD CAUSE PROBLEMS - Items such as large quantities of plastic or tin cans in a load.

- (8) DRUMS, BALES OR CONTAINERS
- (9) GRASS CLIPPINGS
- (10) TIRES
- (11) YARD WASTE - Significant quantities of leaves.
- (12) RECYCLABLES - Significant quantities of the following items will not be accepted at the Facility: Newspapers, cardboard, office paper, glass bottles and jars, food and beverage cans, plastic containers, batteries from vehicles, aluminum, white goods, and other scrap metals.
- (13) MEDICAL WASTE - Includes such items as cultures and stocks of infectious agents and associated biological, pathological waste, human blood and blood products, used sharps (i.e. syringes, needles, and surgical blades), contaminated animal carcasses, surgery or autopsy wastes, discarded medical equipment and isolation wastes.

THE ABOVE INFORMATION DOES NOT INCLUDE A COMPLETE LIST OF WASTE WHICH MAY BE REJECTED. IT IS MEANT TO ILLUSTRATE THE TYPES OF WASTE THAT MAY BE REJECTED.

FAILURE TO COMPLY WITH THESE PROCEDURES REGARDING PROHIBITED WASTES WILL RESULT IN FINES AND REJECTED WASTE LOADS.

- (u) Unacceptable Waste by source includes waste from a jurisdiction not authorized by Participating Municipalities or the Authority. This includes jurisdictions other than Participating Municipalities and haulers bringing in Solid Waste from a Participating Municipality for which they are not permitted to do so.
- (v) Unacceptable Waste and Non-Processible Waste shall be rejected from the Facility if delivery is attempted. Haulers shall dispose of the rejected Unacceptable Waste and Non-Processible Waste at a site and in a manner prescribed by law. Haulers who have received weight tickets for loads that contain a portion of Unacceptable Waste and Non-Processible Waste shall not receive a credit for any rejected portion.
- (w) Notwithstanding any other provision within these procedures, the Authority and/or Operator shall have the right to reject any of the following items delivered to the Facility:
 - (1) Unacceptable Waste;
 - (2) Non-Processible Waste and Recyclable Materials;

- (3) Truckloads of Solid Waste that consist of more than fifty percent (50%) of Non-Processible Waste and/or Recyclable Materials;
 - (4) Acceptable Solid Waste delivered to the Facility at times other than the hours designated for delivery in the annual service plan;
 - (5) Acceptable Solid Waste delivered in vehicles not conforming with the requirements set forth in the annual service plan;
 - (6) Solid Waste delivered by any person without a valid waste disposal license or permit from a Participating Municipality and the Authority;
 - (7) Materials, the processing of which (a) the Operator and the Authority agree or (b) the Operator clearly demonstrated, will cause applicable air quality or water effluent standards to be violated by the normal operation of the Facility; and
 - (8) Materials, the processing of which the Operator and the Authority agree will cause combustion residue standards under applicable law to be violated by the normal operation of the Facility.
- (x) A flat fee of \$100.00 per occurrence will be charged for reloading any of the above-mentioned materials onto a hauler's trucks.
 - (y) Any hauler who attempts to deliver or delivers prohibited waste as described in this Section 4 shall be subject to the penalties set forth in **Appendix A** hereof.
 - (z) During any time period when a Permittee's vehicle is denied disposal privileges, no permits (including temporary) will be granted to the Permittee.

4.3 Hours for Delivery

- (a) The operating hours, including the list of holidays, can be obtained by contacting the Authority's Billing Department at (860)-757-7700 or visiting the Authority's website at www.CRRA.org.
- (b) The Authority may, with at least thirty (30) days prior written notice, change the hours of operation for any of the Facilities. Holiday and emergency closings and any schedule of make-up hours will be posted as needed at each of the Facilities.

4.4 Disposal Procedures

- (a) Any waste hauler who commits a Safety Violation shall be subject to the penalties set forth in **Appendix A** attached hereto and made a part hereof.
- (b) Waste hauler shall comply with all applicable laws and regulations.

- (c) As to open- topped vehicles and containers: Connecticut Motor Vehicle Regulations require the contents of containers to be secured with a screen or other material having perforations of a size not greater than two square inches. The Facility will not accept any vehicles over the scale that does not comply with these regulations. Waste must be secured to prevent leakage or spillage from any vehicle and container.
- (d) Waste hauler traffic is in a one-way direction between entering and exiting at the scalehouse. All trucks must proceed with care and follow directions issued by the Operator, which may include diverting their load elsewhere. Any hauler's truck observed not driving on the paved roadways will be invoiced a \$200.00 road cleaning charge.
- (e) Unloading and cleaning out vehicles is only permitted on the tipping floor.
- (f) Upon exiting the scale, trucks shall proceed to the enclosed tipping floor and wait for an available bay to unload per the direction of the Operator. Trucks shall stay in marked lanes and back into the tipping area. Drivers should ascertain correct placement of the container before releasing their load.
- (g) Trucks may be directed to a specific area on the tipping floor to unload for examination of solid waste being delivered. Spot checks may result in some materials being rejected or in the discovery of Hazardous Waste.
 - (1) For Non-Processible Solid Waste which is not Hazardous Waste, the hauler may be required, at the discretion of the Authority and/or Operator, to reload such materials for disposal at another location.
 - (2) If Hazardous Waste is discovered, haulers shall remain at the Facility until appropriate public health and law enforcement officials arrive.
- (h) Waste haulers shall form a single file line at the scale. Vehicles should not proceed on or off the scale until instructed to do so by the scalehouse attendant. All vehicles must stop prior to driving onto the scale. If a line should form from the scalehouse onto South Cherry Street, those trucks waiting in line to enter the Facility from South Cherry St. should not block the road in a manner that would impede traffic on South Cherry Street.
- (i) The speed limit at the Facility is 15 m.p.h. This speed limit will be enforced. Failure to comply will result in individual drivers being fined and/or prohibited from using the Facility. Waste haulers shall follow standard vehicle safety procedures at all times.
- (j) Trucks with mechanical problems shall exit the Facility, or if disabled, request towing immediately, so inbound and outbound roads will be clear to other traffic. Under no circumstances are repairs to be made on the Facility property.

4.5 Weight Tickets

- (a) The driver of each truck disposing of waste shall be presented a weight ticket from the scalehouse attendant. The ticket shall indicate date, hauler's company name, vehicle and container identification numbers, gross weight, tare weight, net weight, origin of waste and time. Each driver will be responsible for identifying the community for which he is hauling.
- (b) If a driver fails to sign for or receive a weight ticket, the appropriate hauling company shall be billed for such delivery as if a weight ticket had been signed and received.
- (c) Drivers are responsible for checking weight tickets for accuracy. All discrepancies should be brought to the attention of the Authority and/or the scale operator as soon as possible. The Authority assumes no responsibility for unreported errors.
- (d) At the discretion and request of the Authority, the Permittee/hauler shall disclose to the Authority the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
- (e) The Permittee/hauler shall use its best efforts to identify and provide the Authority written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable the Authority to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

4.6 Temporary Emergency Access To The Facilities

At its sole discretion and subject to any conditions or restrictions that it deems appropriate, the Authority may on a case by-case basis allow a Permittee temporary emergency access to the Facilities for the purpose of delivering Acceptable Waste and/or Acceptable Recyclables to the same with a vehicle, roll-off box or trailer that is not authorized pursuant to these procedures to do so; provided, that such Permittee notifies the Authority at least twenty-four (24) hours in advance of Permittee's need for such temporary emergency access.

4.7 Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating Municipalities

- (a) Delivery of Mixed Loads of Acceptable Solid Waste from Multiple Participating Municipalities ("Acceptable Mixed Loads") will be accepted by the Authority only if the following criteria are met:
 - (1) The Acceptable Mixed Loads do not contain any Acceptable Solid Waste that originated from a non Participating Municipality.
 - (2) The entire Acceptable Mixed Load must contain Acceptable Solid Waste that would otherwise have been billed to the Permittee.

- (3) At the discretion and request of the Authority, the Permittee/hauler shall disclose to the Authority the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
- (4) The Permittee/hauler shall use its best efforts to identify and provide the Authority written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable the Authority to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.
- (5) Permittee/hauler shall not deliver any Acceptable Mixed Load to any Waste Facility unless all of the Acceptable Solid Waste in the Acceptable Mixed Load is authorized to be disposed of at such Waste Facility.
- (6) Any delivery of an Acceptable Mixed Load must be billed in its entirety to the Permittee/hauler that delivers the Acceptable Mixed Load to the Waste Facility.

5. BILLING

5.1 Payment of Invoices

Invoices shall be issued by the Authority and payable as follows: The Authority shall issue an invoice to each Permittee, at a minimum, on a monthly basis, and each Permittee shall pay such invoice within twenty (20) days from the date of such invoice or within the time specified in Permittee's specific contract with the Authority.

5.2 Liability for Payment of Invoices

Any Permittee who delivers waste to the Facility by means of any vehicle, roll-off box or trailer that is owned, leased or operated by either such Permittee or by any other Permittee, person or entity, shall be responsible for the payment of any invoice issued by the Authority in connection with such delivery of such waste and the subsequent disposal or processing thereof by the Authority.

5.3 Past Due Invoices

- (a) If a Permittee fails to pay in full any invoice issued by the Authority pursuant to Section 5.1 on or before the close of business of the twentieth (20th) day following the date of such invoice, then such invoice shall be deemed past due and a delayed payment charge of one percent (1%) of the amount past due shall be imposed commencing on the thirtieth (30th) day following the invoice date and continuing on a monthly basis following such thirty (30) day period until such invoice is paid in full. If a Permittee's specific contract language with the Authority differs from the foregoing, then the specific contract language of Permittee shall prevail.

- (b) In accordance with Connecticut General Statutes Section 22a-220c(c), if a hauler is delinquent in paying any invoice to the Authority for three consecutive months, then the Authority must notify any municipality served by hauler of hauler's delinquency.

5.4 Miscellaneous

If any Permittee fails to pay any invoice under this Section 5 by the due date for such invoice, then the Authority may in its sole discretion deny such Permittee any further access to the Facility and/or suspend or revoke its permit for the same until such Permittee pays in full to the Authority all past due invoices including any interest thereon. Additionally, the Authority may in its sole discretion pursue any remedies available to it at law or in equity, including but not limited to procuring the amounts owed from such Permittee's guaranty of payment, in order to collect such amounts. In connection therewith, the Permittee shall also be liable for all costs, expenses or attorneys' fees incurred by the Authority in collecting the amounts of past due invoices owed by such Permittee to the Authority, whether or not suit is initiated.

5.5 Return Check Policy

- (a) For each check returned to the Authority, the Permittee will be charged a processing fee of \$50.00. In addition, Permittee must immediately submit a replacement check in the full amount by either a bank or certified check and/or may be denied access to the facilities until such payment is received and processed by the Authority.
- (b) Permittees who have two returned checks within a four (4) month billing period will be required to submit all future payments by either bank or certified check for minimum period of six (6) months or longer as determined by the Authority.

5.6 Disputes on Billing

In the event of a dispute on any portion of any invoice, the Permittee shall be required to pay the full amount of the disputed charge(s) when due, and the Permittee shall, within thirty (30) days from the date of the disputed invoice, give written notice of its dispute to the Authority. Such notice shall identify the disputed bill/invoice, state the amount in dispute and set forth a detailed statement of the grounds on which such dispute is based. No adjustment shall be considered or made by the Authority for the disputed charge(s) until notice is give as aforesaid.

6. SANCTIONS

6.1 Sanctions

- (a) Permittee must adhere to the terms of these Procedures. In addition to the other remedies available to the Authority hereunder, the Authority may at its sole discretion impose the sanctions, as liquidated damages, against any Permittee who violates any provision of these Procedures. See Appendix A attached hereto for examples of violations and their applicable sanctions but this is not a complete listing of all violations and applicable sanctions.

- (b) In the event that an individual/Permittee disrupts the operation of, or creates a disturbance or acts in an unsafe or unruly manner at any of the Facilities, then the Authority may in its sole discretion prohibit such individual from entering the premises of all or any part of the Project for a period to be determined by the Enforcement/Recycling Director.
- (c) The Authority may in its sole discretion reduce the sanctions authorized in Appendix A if the Authority determines that the circumstances involving the offense warrant such reduction.
- (d) In addition to any other violations of these procedures, sanctions shall be imposed by the Authority for the following:
 - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and the Authority for the delivery of Acceptable Solid Waste by Permittee to the Project;
 - (2) Delivery of waste from a municipality and representing that such waste is from another municipality; and
 - (3) Delivery of an Acceptable Mixed Load(s) of Acceptable Solid Waste that does not conform to the requirements of Section 4.7 herein.
- (e) If a Permittee does not commit a violation during the six (6) month period following the Permittee's most recent violation, then the Permittee's record may be considered clear and any subsequent violation after the six (6) month period may be considered the Permittee's first violation.

6.2 Appeal Process

A Permittee/Hauler will have the right to appeal a monetary violation imposed against it by CRRA to the Appeal Committee.

The following process must be followed to preserve your appeal rights:

- (a) Within 10 days of the date of the monetary violation, Permittee/Hauler must contact the CRRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford CT 06114 or facsimile at 860-278-8471 to request the incident report and supporting documentation ("Incident Report") on the violation of issue.
- (b) The Field Manager of Enforcement/Recycling will send Permittee/Hauler the Incident Report via certified mail/return receipt; with a cover letter noting the date your request was received.
- (c) Within 5 days of the receipt of the Incident Report, if Permittee/Hauler has contradicting evidence or other information ("Permittee/Hauler Information") that would contest the Incident Report, Hauler/Permittee must send a letter to

the Director of Enforcement/Recycling at 100 Constitution Plaza, Hartford CT 06103, via certified mail/return receipt, explaining the reason for the appeal with a copy of the Permittee/Hauler Information.

- (d) No appeal will be granted if Permittee/Hauler has not submitted evidence that contradicts the Incident Report.
- (e) No appeal will be granted if Permittee/Hauler has not responded in the timeframe outlined above.
- (f) The Appeal Committee shall consist of three (3) members: CRRA Director of Operations or designee, CRRA Controller or designee, and an impartial uninvolved ad hoc hauler member selected from a list of haulers registered to use the CRRA facilities. The hauler selected will be from the facility for which the monetary violation was issued.
- (g) The Appeal Committee will review the Incident Report and Permittee/Hauler Information. The Appeal Committee will notify Permittee/Hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. If there is a tie due to abstention, the appeal will be granted. This decision is final.
- (h) If an appeal is granted, the Appeal Committee, in its decision will determine by majority vote, the adjustment, if any, to the violation. If there is a tie due to abstention, no adjustment will be made. The Appeal Committee may decrease or dismiss the sanction, but at no time will a sanction be increased.

7. LEGAL

7.1 Consistent with Municipal Solid Waste Management Services Contract

It is intended that these procedures be consistent with the Municipal Solid Waste Management Services Contract and with the applicable provisions of law. If any inconsistency should nevertheless appear, the applicable provisions of the Municipal Solid Waste Management Services Contract or the laws of the State of Connecticut shall control.

7.2 Governing Law

These Procedures shall be governed by and construed in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

APPENDIX A

Number of Violations	Safety Violations	Maintenance Violations	Hazardous Waste Violation	Non-Processible Waste Violation	Unacceptable & Misrepresentation of Origin Violation	Truck Route Violation
Examples of Violations (Not limited to)	Speeding; No back-up alarm; Unsecured door	Motor Vehicle Operation; Failure to Follow Instructions; No Tarp	Any Delivery of Hazardous Waste or medical waste to Facilities	Household furniture, white metals, scrap metals, Bulky Waste	Any Delivery of Unacceptable Waste or Misrepresentation of Origin of Delivered Waste	Any Use of Permittee's Vehicle On Non-Authorized Truck Route
1st	\$250.00	Written Warning to the Permittee	\$1,000.00	Written Warning to the Permittee	Written Warning to the Permittee	\$125.00
2nd	\$500.00	\$100.00	\$1,500.00	\$100.00	\$500.00	\$250.00
3rd	\$1,000.00	\$250.00	\$2,000.00	\$250.00	\$1,000.00	\$500.00
4th	\$1,500.00	\$750.00	\$3,000.00	\$750.00	\$1,500.00	\$1,000.00
5th	\$2,000.00	\$1,250.00	\$4,000.00	\$1,000.00	\$2,000.00	\$1,500.00
6th	\$2,500.00	\$2,500.00	\$5,000.00	\$1,500.00	\$2,500.00	\$3,000.00

Notes:

1. First, all Violations are done **By Location**.
2. Second, Violations are done **By Type**.
3. The above list does not include a complete list of violations. It is meant to illustrate the types of offenses that may constitute a violation.
4. Disposal privileges may be denied or suspended for serious or repeated violations.
5. Reloading charges may be applicable for certain waste violations and are payable to either CRRRA or the waste-to-energy facility operator, in accordance with the respective waste-to-energy project agreements.