



**REQUEST FOR PROPOSALS
("RFP")**

FOR

**OPERATION AND MAINTENANCE OF
THE LANDFILL GAS COLLECTION SYSTEM
AND THERMAL OXIDIZER STATION
AT THE ELLINGTON AND SHELTON LANDFILLS
(RFP Number FY13-EN-004)**

**BID DUE DATE
May 1, 2013**

**Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722**

March 26, 2013

REQUEST FOR PROPOSALS
For
OPERATION AND MAINTENANCE OF
THE LANDFILL GAS COLLECTION SYSTEM AND
THERMAL OXIDIZER STATION
AT THE ELLINGTON AND SHELTON LANDFILLS
(RFP Number FY13-EN-004)

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

TABLE OF CONTENTS

1. Notice To Contractors – Request for Proposals
2. Instructions To Proposers
3. Notice of Interest Form
4. Mandatory Proposal Forms
 - 4.1. Proposal Form
 - 4.2. Proposal Price And Payment Rate Schedule Form
 - 4.3. Business Information form
 - 4.4. Issues and Questions To Be Addressed
 - 4.5. References Form
 - 4.6. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety
 - 4.7. Affidavit Concerning Nondiscrimination
 - 4.8. Background Questionnaire
 - 4.9. Proposal Bond Form
 - 4.10. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
 - 4.11. Business Exception Form
5. Notice Of Award
6. Agreement for the Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station
 - Exhibit A. Scope Of Services
 - Exhibit B. Price and Payment Rate Schedule
 - Exhibit C. CRRA Travel And Expense Policy
 - Exhibit D. Performance Bond Form and Letter Of Credit Form

- Exhibit E. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
- Exhibit F. Affidavit Concerning Nondiscrimination
- Exhibit G. Affidavit Concerning Consulting Fees
- Exhibit H. Contractor's Certification Concerning Gifts
- Exhibit I. CRRA President's Certification Concerning Gifts

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO CONTRACTORS REQUEST FOR PROPOSALS

The 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 developing and implementing environmentally sound solutions and best practices for solid waste disposal and recycling on behalf of, and in the best interests of the municipalities and residents of the State of Connecticut. CRRA oversees a statewide network of three regional waste-to-energy systems, a single-stream recycling facility, five transfer stations, and five landfills.

Two of CRRA’s facilities are:

- the Ellington Landfill located at 217 Sadds Mill Road (State Route 140) in Ellington, Connecticut.
- The Shelton Landfill located at 866 River Road (Route 110) in Shelton Connecticut

Both the Ellington and Shelton Landfills are closed.

CRRA is seeking proposals from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the operation and maintenance of the landfill gas collection system and thermal oxidizer station at the Ellington Landfill and at the Shelton Landfill for the five-year period from July 1, 2013 through June 30, 2018.

Request for Proposal (“RFP”) package documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning **Monday, March 26, 2013**. The documents will also be available beginning on the same date on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page. There is a charge of \$25.00 for anyone picking up the documents at CRRA’s office. Payment should be made by check payable to “Connecticut Resources Recovery Authority.”

There will be a mandatory pre-proposal conference and tour of the site for all prospective proposers as follows:

- Shelton Landfill – 10:00a.m., Wednesday April 10, 2013;
- Ellington Landfill – 3:00p.m., Wednesday April 10, 2013;

Any prospective proposer intending to participate in the pre-proposal conference and any of the site tours should notify CRRA by submitting the mandatory Notice Of Interest Form (Section 3 of the RFP Package Documents) to Roger Guzowski via e-mail (rguzowski@crra.org) or via fax (860-757-7742) by 3:00 p.m., Tuesday, April 9, 2013.

Sealed proposals must be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Wednesday, May 1, 2013. Proposals received after the time and date set forth above shall be rejected. All proposals shall remain open for ninety (90) days after the proposals due date.

Proposals will be opened at CRRA's convenience on or after the proposal due date. Note that all information submitted by a firm responding to this RFP is subject to the Freedom of Information Act.

All questions regarding this RFP must be submitted **in writing** to Roger Guzowski, by e-mail (rguzowski@crra.org), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than 3:00 p.m., Wednesday, April 17, 2013. Subject to the discretion of CRRA, CRRA may decide to provide written responses to firms no later than Thursday April 25, 2013. Any firm considering submitting a proposal is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Guzowski.

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE OF
THE LANDFILL GAS COLLECTION SYSTEM
AND THERMAL OXIDIZER STATION
AT THE ELLINGTON AND SHELTON LANDFILLS**

SECTION 1

**NOTICE TO FIRMS –
REQUEST FOR PROPOSALS**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO CONTRACTORS REQUEST FOR PROPOSALS

The 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 developing and implementing environmentally sound solutions and best practices for solid waste disposal and recycling on behalf of, and in the best interests of the municipalities and residents of the State of Connecticut. CRRA oversees a statewide network of three regional waste-to-energy systems, a single-stream recycling facility, five transfer stations, and five landfills.

Two of CRRA’s facilities are:

- the Ellington Landfill located at 217 Sadds Mill Road (State Route 140) in Ellington, Connecticut.
- The Shelton Landfill located at 866 River Road (Route 110) in Shelton Connecticut

Both the Ellington and Shelton Landfills are closed.

CRRA is seeking proposals from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the operation and maintenance of the landfill gas collection system and thermal oxidizer station at the Ellington Landfill and at the Shelton Landfill for the five-year period from July 1, 2013 through June 30, 2018.

Request for Proposal (“RFP”) package documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning **Monday, March 25, 2013**. The documents will also be available beginning on the same date on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page. There is a charge of \$25.00 for anyone picking up the documents at CRRA’s office. Payment should be made by check payable to “Connecticut Resources Recovery Authority.”

There will be a mandatory pre-proposal conference and tour of the site for all prospective proposers as follows:

- Shelton Landfill – 10:00a.m., Wednesday April 10, 2013;
- Ellington Landfill – 3:00p.m., Wednesday April 10, 2013;

Any prospective bidder intending to participate in the pre-bid conference and any of the site tours should notify CRRA by submitting the mandatory Notice Of Interest Form (Section 3 of the RFP Package Documents) to Roger Guzowski via e-mail (rguzowski@crra.org) or via fax (860-757-7742) by 3:00 p.m., Tuesday, April 9, 2013.

Sealed proposals must be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Wednesday, May 1, 2013. Proposals received after the time and date set forth above shall be rejected. All proposals shall remain open for ninety (90) days after the proposals due date.

Proposals will be opened at CRRA's convenience on or after the proposal due date. Note that all information submitted by a firm responding to this RFP is subject to the Freedom of Information Act.

All questions regarding this RFB must be submitted **in writing** to Roger Guzowski, by e-mail (rguzowski@crra.org), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than 3:00 p.m., Wednesday, April 17, 2013. Subject to the discretion of CRRA, CRRA may decide to provide written responses to firms no later than Thursday April 25, 2013. Any firm considering submitting a bid is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Guzowski.

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE OF
THE LANDFILL GAS COLLECTION SYSTEM
AND THERMAL OXIDIZER STATION
AT THE ELLINGTON AND SHELTON LANDFILLS**

**SECTION 2
INSTRUCTIONS TO FIRMS**

INSTRUCTIONS TO PROPOSERS

OPERATION AND MAINTENANCE OF GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION AT THE ELLINGTON AND SHELTON LANDFILLS

CONTENTS

1.	Introduction.....	1
2.	RFP Projected Timeline	2
3.	Definitions.....	2
4.	Communications With CRRA Staff and Board Members.....	4
5.	Scope Of Services.....	5
6.	Availability of RFP Package Documents.....	5
7.	Mandatory Pre-Proposal Conference And Site Tour	6
8.	Addenda And Interpretations	6
9.	Proposal Submittal Procedures.....	7
10.	Proposal Security	8
11.	Proposal Contents.....	9
12.	Proposal Opening.....	10
13.	CRRA Reserved Rights.....	11
14.	Proposal Evaluation	11
15.	Contract Award.....	12
16.	Affidavit Concerning Consulting Fees	12
17.	Contractor’s Certification Concerning Gifts	13
18.	Proposers’ Qualifications.....	13
19.	Proposal Preparation And Other Costs.....	13

1. Introduction

The 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 developing and implementing environmentally sound solutions and best practices for solid waste disposal and recycling on behalf of, and in the best interests of the municipalities and residents of the State of Connecticut. CRRA oversees a statewide network of three regional waste-to-energy systems, a single-stream recycling facility, five transfer stations, and five landfills.

Two of CRRA’s facilities are:

- the Ellington Landfill located at 217 Sadds Mill Road (State Route 140) in Ellington, Connecticut.
- The Shelton Landfill located at 866 River Road (Route 110) in Shelton Connecticut

Even though both the Ellington and Shelton Landfills are closed, the landfill gas collection system and thermal oxidizer stations at the landfills continue to operate.

CRRA is seeking proposals from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the operation and maintenance of the landfill gas collection system and thermal oxidizer station at the Ellington and Shelton Landfills for the five-year period from July 1, 2003 through June 30, 2018.

2. RFP Projected Timeline

The following is the projected timeline for the RFP process:

ITEM	DATE
RFP Documents Available	Monday, March 26, 2013
Mandatory Pre-Proposal Meeting and Site Tour at Shelton Landfill	10:00am, Wednesday, April 10, 2013
Mandatory Pre-Proposal Meeting and Site Tour at Ellington Landfill	3:00pm, Wednesday, April 10, 2013
Deadline for Written Questions	Wednesday April 17, 2013
Response to Written Questions	No Later Than Thursday, April 25, 2013
Proposals Due at CRRA	3pm, Wednesday May 1, 2013
Interviews with Selected Proposers	CRRA may elect to conduct interviews with selected proposers and such interviews, if conducted, are expected to occur between May 2, 2013 and May 6, 2013.
Selection and Notice(s) of Award Issued	Pending approval by the CRRA Board of Directors (expected to be presented to the Board for approval at the May Board Meeting).

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline and further reserves the right to reject any and all proposals and republish this RFP. CRRA also reserves the right at its sole and absolute discretion to terminate this RFP process at any time prior to the execution of any Agreement.

3. Definitions

As used in this Instructions To Proposers and in other Contract Documents (as defined herein), the following terms shall have the meanings as set forth below:

- (a) **Addenda:** Written or graphic documents issued prior to the proposal due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Operation And Maintenance Of The Ellington and Shelton Landfills Gas Collection System And Thermal Oxidizer Station Agreement (the “Agreement”);
 - (2) RFP Package Documents (defined below)
 - (3) Addenda;
 - (4) Contractor’s Proposal (including all documentation attached to or accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-proposal documentation submitted prior to the Notice Of Award);
 - (5) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful Proposers]; and
 - (6) Any written amendments to the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful Proposers that states that CRRA has accepted such Proposers’s proposal and sets forth the remaining conditions that must be fulfilled by such Proposers before CRRA executes the Agreement.
- (e) **Project:** The provision by the successful Proposers of the services required for monitoring and maintaining the landfill gas collection system and thermal oxidizer station at the Ellington and Shelton Landfills, in accordance with the Contract Documents.
- (f) **Property:** The certain parcel of real property located at 217 Sadds Mill Road (State Route 140), Ellington, Connecticut, upon which property CRRA formerly operated and now provides post-closure monitoring and maintenance services for the Ellington and Shelton Landfills.
- (g) **RFP Package Documents:**
 - 1. Notice To Contractors – Request for Proposals
 - 2. Instructions To Proposers
 - 3. Notice of Interest Form
 - 4. Mandatory Proposal Forms
 - 4.1. Proposal Form
 - 4.2. Proposal Price And Payment Rate Schedule Form

- 4.3. Business Information form
 - 4.4. Issues and Questions To Be Addressed
 - 4.5. References Form
 - 4.6. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety
 - 4.7. Affidavit Concerning Nondiscrimination
 - 4.8. Background Questionnaire
 - 4.9. Proposal Bond Form
 - 4.10. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
5. Notice Of Award
 6. Agreement for the Operation And Maintenance Of The Landfill Gas Collection System And Thermal Oxidizer Station At The Ellington And Shelton Landfills
 - Exhibit A. Scope Of Services
 - Exhibit B. O&M Contract Price And Payment Rate Schedule
 - Exhibit C. CRRA Travel And Expense Policy
 - Exhibit D. Performance Bond Form and Letter Of Credit Form
 - Exhibit E. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
 - Exhibit F. Affidavit Concerning Nondiscrimination
 - Exhibit G. Affidavit Concerning Consulting Fees
 - Exhibit H. Contractor's Certification Concerning Gifts
 - Exhibit I. CRRA President's Certification Concerning Gifts
- (h) **Site:** Those areas of the Property upon which any of the Work is to be performed, furnished and completed by the successful Proposers in accordance with the Contract Documents.

Terms used, but not defined, in this Instructions To Proposers shall have the same respective meanings assigned to such terms in the Agreement.

4. Communications With CRRA Staff and Board Members

Except as otherwise authorized by this Instructions To Proposers, during the period while the RFP process is active (i.e., from the date CRRA issues the RFP until the date the successful Proposers accepts the Notice Of Award), contractors contemplating or preparing proposals are prohibited from contacting CRRA staff or CRRA Board of Director members in an ex parte manner to discuss the RFP submission process. A contractor's RFP submission shall be rejected if any of the foregoing ex parte communications take place.

5. Scope Of Services

CRRA is seeking proposals from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the operation and maintenance of the landfill gas collection system and thermal oxidizer station at the Ellington and Shelton Landfills for the five-year period from July 1, 2013 through June 30, 2018 (the “Services”). The Services will include, but will not be limited to, the following:

- (a) Mobilization and demobilization;
- (b) Operation and maintenance of all gas collection wells, headers, valves and appurtenances for the central and perimeter gas collection systems;
- (c) Operation and maintenance of the enclosed gas flare system and appurtenances;
- (d) Monitoring and adjustments to perimeter and central gas collection well fields;
- (e) Monitoring at on-site and off-site gas migration monitoring points;
- (f) All associated record keeping and reporting;
- (g) Supply and maintenance of spare parts inventory;
- (h) Coordination and scheduling of condensate removal and disposal; and
- (i) Operation and maintenance of the emergency generator system and appurtenances.

The Services to be conducted under the Agreement are more particularly described in **Exhibit A** to the Agreement. Specific instructions about how the Services are to be performed are included in the Agreement.

If additional work is required during the term of the Agreement at the Ellington and Shelton Landfills, CRRA will issue Requests for Services to the successful Proposers for the specific additional work to be performed.

6. Availability of RFP Package Documents

Complete sets of the RFP Package Documents may be obtained on the World Wide Web beginning March 18, 2013 at: <http://www.crra.org> under the “Business Opportunities” page; “Business Opportunities” page, under the “RFP: Operation And Maintenance Of The Landfill Gas Collection System And Thermal Oxidizer Station At The Ellington And Shelton Landfills” heading.

The RFP Package Documents are in PDF format. All of the forms included in the documents are also available for downloading in Microsoft Word format at the same place on CRRA’s web site where the PDF of the RFP is located. Prospective Proposers can fill the

forms out by typing the answers on their computer's keyboard. The forms can then be printed and submitted with the Proposal. CRRA encourages firms to make use of the downloaded Word forms.

The RFP Package Documents are also available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA's offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Roger Guzowski [(860) 757-7703] at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at CRRA's office. Payment should be made by check payable to "Connecticut Resources Recovery Authority."

Complete sets of the RFP Package Documents may be obtained Monday through Friday, from 8:30 a.m. to 4:30 p.m. at CRRA's offices 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning Monday, March 26, 2013.

7. Mandatory Pre-Proposal Conference And Site Tour

CRRA staff will conduct a **mandatory pre-proposal meeting and site tour** for all prospective proposers at each Landfill. Prospective bidders must attend the Landfill tour for each Landfill for which they intend to submit a bid. The mandatory Landfill tours are scheduled as follows:

- Shelton Landfill – 10:00 a.m., Wednesday, April 10, 2013;
- Ellington Landfill – 3:00 p.m., Wednesday, April 10, 2013.

CRRA reserves the right to reject bids submitted by a bidder that did not attend the mandatory pre-bid conference and the mandatory Landfill tour for each Landfill for which the bid is submitted. Alternate times for visiting the Landfills will not be allowed.

Prospective Proposers should submit the Notice of Interest Form (Section 3 of the RFB Package Documents) to Roger Guzowski, CRRA Contract and Procurement Manager via e-mail at rguzowski@crra.org or via fax at (860)757-7742 on or prior to 3:00 PM ET, Tuesday April 9, 2013 to register.

8. Addenda And Interpretations

CRRA may issue Addenda to this proposal package that shall, upon issuance, become part of this package and binding upon all potential or actual Proposers for the Work. Such Addenda may be issued in response to requests for interpretation or clarification received from potential Proposers. Subject to the discretion of CRRA, CRRA may decide to provide written responses to such requests for interpretation or clarification.

Any request for interpretation or clarification of any documents included in this proposal package must be **submitted in writing to Roger Guzowski, Contract And Procurement Manager, by e-mail (rguzowski@ crra.org), by fax ((860) 757-7742), or by corre-**

spondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722). To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Wednesday, April 17 2013.

Addenda if any issued before the mandatory pre-proposal meeting(s) and site tour(s) will be posted on CRRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "RFP: Operation And Maintenance Of The Landfill Gas Collection System And Thermal Oxidizer Station at the Ellington and Shelton Landfills" heading).

Addenda issued after the mandatory pre-proposal conference and site tour will be mailed and/or e-mailed to all persons who attended the pre-proposal conference and site tour and will be posted on CRRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "RFP: Operation And Maintenance Of The Landfill Gas Collection System And Thermal Oxidizer Station At The Ellington And Shelton Landfills" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline.

Failure of any Proposers to receive any such Addenda shall not relieve such Proposers from any conditions stipulated in such Addenda. Only questions answered or issues addressed by formal written Addenda will be binding. **All oral and other written responses, statements, interpretations or clarifications shall be without legal effect and shall not be binding upon CRRA.**

9. Proposal Submittal Procedures

Sealed proposals shall be submitted no later than 3:00 p.m., Eastern Time, Thursday, May 1, 2013 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Roger Guzowski. Proposals received after the time and date set forth above shall be rejected.

Each Proposer must submit one (1) original and three (3) copies of its proposal. The original proposal shall be stamped or otherwise marked as such.

Each proposal (the original and three copies) shall be enclosed in a sealed envelope that shall be clearly marked "Proposal For Operation And Maintenance Of The Landfill Gas Collection System And Thermal Oxidizer Station At The Ellington And Shelton Landfills."

Proposals shall remain open and subject to acceptance for ninety (90) days after the proposal due date.

The terms and conditions of the Agreement (Section 6 of this RFP), as attached, are non-negotiable, other than as set forth on the Business Exception Form (Section 4.11 of the RFP Package Documents). Any potential Proposers that will be unable to execute the Agreement, as attached, should not submit a proposal.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the proposal due date.

10. Proposal Security

Each proposal shall be accompanied by a Proposal Security. Any proposal that does not contain a Proposal Security or any proposal that contains a Proposal Security that does not comply with the following requirements shall be rejected as non-responsive.

10.1 Type of Security

The following are the acceptable forms of Proposal Security:

- a. A cashier's check;
- b. A certified check; or
- c. A proposal bond in the form included in Section 3 of the RFP.

The Proposal Security shall be made payable to CRRA and shall be in an amount equal to ten percent (10%) of the amount of the proposal.

Any proposal bond submitted as Proposal Security shall be in the form provided for such proposal bond in Section 4.9 of the RFP Package Documents and such proposal bond shall be executed and issued by a surety company acceptable to CRRA. Any proposal that does not contain the above requisite Proposal Security or any proposal that contains Proposal Security that does not comply with the foregoing requirements shall be rejected as non-responsive.

10.2 Disposition of Proposal Security

The Proposal Security of the successful Proposer will be retained until such Proposer has executed the Agreement, furnished the required contract security and satisfied all other conditions of the Notice of Award, including execution and submission of the Contractor Certification Concerning Gifts, whereupon such Proposal Security will be returned.

If the successful Proposer fails to execute and deliver the Agreement, furnish the required contract security, or satisfy all other conditions of the Notice Of Award within ten (10) days after the issuance of such Notice Of Award, CRRA may annul the Notice Of Award and the Proposal Security of that Proposer shall be forfeited.

The Proposal Security of other Proposers whom CRRA believes to have a reasonable chance of receiving the award may be retained by CRRA until the earlier of the seventh (7th) day after the Effective Date of the Agreement or ninety (90) days after the proposal due date, whereupon the Proposal Security furnished by such Propos-

ers will be returned. Proposal Security with proposals that are not competitive will be returned within seven (7) days after the opening of such proposal.

11. Proposal Contents

Proposals shall be submitted on forms provided by CRRA as part of the RFP Package Documents, , all of which forms must be completed with the appropriate information required and all blanks on such forms filled in.

A proposal must consist of the following and must be in the following order:

- (a) **Title page** (not the title page to the RFP) including the title of the solicitation, the name of the proposer and the date the proposal is submitted;
- (b) **Cover letter**, signed by a person authorized to commit the submitter to the contractual arrangements with CRRA if awarded an agreement. The cover letter shall include the following:
 - (1) The name of the proposer;
 - (2) The legal status of the proposer (e.g., corporation, joint venture, etc.);
 - (3) A clear statement indicating that the attached proposal constitutes a firm and binding offer by the proposer to CRRA considering the terms and conditions outlined in the RFP and noting any technical exceptions taken thereto; and
 - (4) The proposer's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 14.2(d) of this Instructions to Proposers
- (c) **Table of Contents** for the proposal (not the Table of Contents included in the RFP Package of Documents);
- (d) Completed **Proposal Form (Section 4.1 of the RFP Package Documents)**, including Addenda, if any, listed in the appropriate place (Page 3), the name and address of the proposer's primary contact to receive all communications issued by CRRA related to this procurement listed in the appropriate place (Page 7 of the Form) and the completed agreement section (Page 7 of the Form);
- (e) Completed **Price And Payment Schedule Form (Section 4.2 of the RFP Package Documents)** for each landfill for which proposer wishes to perform the Services.
- (f) The completed **Business Information Form (Section 4.3 of the RFP Package Documents)**;
- (g) Answers to the **Issues and Questions to Be Addressed (Section 4.4 of the**

RFP Package Documents)

- (h) The completed **References Form (Section 4.5 of the RFP Package Documents)**
- (i) The completed **Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety (Section 4.6 of the RFP Package Documents)** with the proposers most recent EEO-1 data attached if the proposer wishes such data to be considered in the evaluation of its submittal;
- (j) The completed **Affidavit Concerning Nondiscrimination (Section 4.7 of the RFP Package Documents)** (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);;
- (k) The completed **Background Questionnaire (Section 4.8 of the RFP Package Documents)** (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (l) The completed **Proposal Security** (as specified in Section 10 of this Instructions to Proposers)
- (m) The completed **Business Exception Form (Section 4.11 of the RFP Package Documents)**.
- (n) A copy of the proposer's up-to-date certificate(s) of insurance showing all coverages required by Section 6 of the Agreement. [Please be advised that this is the area in which proposers seem to have the most difficulty. CRRA requires that the certificate(s) submitted show evidence of exactly the insurance requirements specified in the Agreement];

Proposers should not include in their proposals other portions of the Proposal Package Documents (e.g., this Instructions To Proposers or the Agreement).

A Proposers may include additional information as an addendum/appendix to its proposal if the Proposers thinks that it will assist CRRA in evaluating the Proposers's proposal. A Proposers should not include information that is not directly related to the subject matter of this solicitation.

12. Proposal Opening

All proposals will be opened at CRRA's convenience on or after the proposal due date.

CRRA reserves the right to reject any or all of the proposals, or any part(s) thereof, and/or to waive any informality or informalities in any proposal or the RFP process for this Project.

13. CRRA Reserved Rights

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

- (a) To supplement, amend, or otherwise modify or cancel this Request for Proposals with or without substitution of another Request for Proposals;
- (b) To issue additional or subsequent solicitations for proposals;
- (c) To conduct investigations of the proposers and their proposals;
- (d) To clarify the information provided pursuant to this Request for Proposals;
- (e) To request additional evidence or documentation to support the information included in any proposal;
- (f) To enter into contract discussion with one or more entities having submitted a proposal; and
- (g) To reject any and all proposals, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the proposal process for the RFP, if such rejection or waiver is deemed in the best interests of CRRA.

14. Proposal Evaluation

The award of the contract for the Work will be made, if at all, to the Proposers(s) whose evaluation by CRRA results in CRRA determining that such award to such Proposers(s) is in the best interests of CRRA. **However, the selection of a Proposers(s) and the award of such contract, while anticipated, are not guaranteed.**

CRRA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, contracting, or business practices. CRRA is committed to complying with the Americans with Disability Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

14.1 Evaluation Criteria

CRRA will base its evaluation of the proposals on price, qualifications, demonstrated skill, ability and integrity of each Proposers to perform the Work required by the Contract Documents and any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

14.2 Affirmative Action Evaluation Criteria

All bids will also be rated on the bidder's demonstrated commitment to affirmative action. Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies* require CRRA to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- (a) The bidder's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business

Contractors And Occupational Health And Safety (Section 4.6 of the RFB Package Documents));

- (b) The bidder's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 4.6 of the RFB Package Documents));
- (c) The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 11(i) of this Instructions To Bidders);
- (d) The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises (See Section 11(b)(4) of this Instructions To Bidders); and
- (e) The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 4.6 of the RFB Package Documents)).

15. Contract Award

If the contract is to be awarded, CRRA will issue to the successful Proposers(s) a Notice Of Award within ninety (90) days after the proposal due date.

CRRA reserves the right to correct inaccurate awards resulting from CRRA's clerical errors. This may include, in extreme circumstances, revoking a Notice Of Award already made to a Proposers and subsequently awarding the Notice of Award to another Proposers. Such action by CRRA shall not constitute a breach of this RFP by CRRA since the Notice Of Award to the initial Proposers is deemed to be void ab initio and of no effect as if no Agreement ever existed between CRRA and the initial Proposers.

16. Affidavit Concerning Consulting Fees

Pursuant to *Connecticut General Statutes* Section 4a-81, the apparently successful proposer(s) must submit an affidavit stating that, except as specified in the affidavit, it has not entered into any contract with a consultant in connection with the RFP whereby any duties of the consultant pursuant to the contract require the consultant to pursue communications concerning the business of CRRA, whether or not direct contact with CRRA was expected or made. The affidavit is enclosed as Exhibit G of the Form of the Agreement (Section 6 of the RFP Package Documents).

17. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful Proposer(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFP and the date the Agreement is executed. If the apparently successful Proposer does not execute the Certification, it will be disqualified for the Agreement. The dates between which the Proposer may not give gifts and the identities of those to whom it may not give gifts are specified in Exhibit G of the Form of the Agreement (Section 6 of the RFP Package Documents).

18. Proposers' Qualifications

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

19. Proposal Preparation And Other Costs

Each Proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, or incurred in connection with any interviews and negotiations with CRRA, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses.

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE OF
THE LANDFILL GAS COLLECTION SYSTEM
AND THERMAL OXIDIZER STATION
AT THE ELLINGTON AND SHELTON LANDFILLS**

SECTION 3

NOTICE OF INTEREST FORM



NOTICE OF INTEREST FORM

Individuals and firms that have an interest in the Connecticut Resources Recovery Authority ("CRRA") solicitation listed below are encouraged to submit this Notice Of Interest Form to CRRA as early as they can. Forms should be submitted no later than the date specified below. Request For Bids/Proposals/Qualifications documents and other information released by CRRA related to the solicitation will be directly provided to those firms that have submitted this Form to CRRA by the Form Due Date.

Solicitation:	OPERATION AND MAINTENANCE OF THE LANDFILL GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION AT THE ELLINGTON AND SHELTON LANDFILLS
RFP Number:	RFP 13-EN-004
Form Due Time/Date:	3pm, April 9, 2013

Provide the following information about the individual/firm and the contact person for the firm.

Name of Individual/Firm:	
Name of Contact Person:	
Title of Contact Person:	
Mailing Address 1:	
Mailing Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

Submit this form to the CRRA contact listed below via e-mail, fax or correspondence as listed below.

CRRA Contact:	Roger Guzowski
E-Mail Address:	<u>rguzowski@crra.org</u>
Fax Number:	(860) 757-7742
Correspondence Address:	Connecticut Resources Recovery Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE OF
THE LANDFILL GAS COLLECTION SYSTEM
AND THERMAL OXIDIZER STATION
AT THE ELLINGTON AND SHELTON LANDFILLS**

**SECTION 4
REQUIRED PROPOSAL FORMS**

Includes:

- 4.1 Proposal Form**
- 4.2 Proposal Price and Payment Rate Schedule Form**
 - (a) Ellington**
 - (b) Shelton**
- 4.3 Business Information Form**
- 4.4 Issues and Questions to be Addressed**
- 4.5 References Form**
- 4.6 Questionnaire Concerning Affirmative Action**
- 4.7 Affidavit Concerning Non-Discrimination**
- 4.8 Background Questionnaire**
- 4.9 Proposal Bond Form**
- 4.10 SEEC Form 11**
- 4.11 Business Exception Form**



PROPOSAL FORM

RFP NUMBER: FY13-EN-004

CONTRACT FOR: Operation And Maintenance Of The Landfill Gas Collection System
And Thermal Oxidizer Station At The Ellington And Shelton Landfills

**PROPOSALS
SUBMITTED TO:** Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

1. LANDFILL(S) FOR WHICH PROPOSAL SUBMITTED

In the table below, place a check mark in the box for each CRRA Landfill for which the Proposer wishes to be considered.

<input type="checkbox"/>	Ellington Landfill
<input type="checkbox"/>	Shelton Landfill

2. DEFINITIONS

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

3. TERMS AND CONDITIONS

The undersigned (the “Proposer”) accepts and agrees to all terms and conditions of the Request For Proposals, Instructions To Proposers, the Agreement and any Addenda to any such documents. This Proposal shall remain open and subject to acceptance for ninety (90) days after the proposal due date.

If CRRA issues a Notice Of Award to Proposer, Proposer shall within ten (10) days after the date thereof:

- (a) Execute and deliver to CRRA the required number of counterparts of the non-negotiable Agreement;

- (b) Execute and deliver to CRRA the Affidavit Concerning Consulting Fees and the Contractor's Certification Concerning Gifts;
- (c) Deliver to CRRA the requisite certificates of insurance;
- (d) 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
- (e) Satisfy all other conditions of the Notice Of Award.

4. PROPOSER'S OBLIGATIONS

Proposer proposes and agrees, if this Proposal is accepted by CRRA and CRRA issues a Notice Of Award to Proposer, to the following:

- (a) To perform, furnish and complete all the Work as specified or indicated in the Contract Documents and Agreement for the Proposal Price and within the Contract Time set forth in this Proposal and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (b) At the request of CRRA and if the successful Proposer qualifies, to apply with the State of Connecticut Department 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*.

5. PROPOSER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT

In submitting this Proposal, Proposer acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFP, are non-negotiable, other than as set forth on the Business Exception Form (Section 4.11 of the RFP Package Documents) and Proposer is willing to and shall, if CRRA accepts its Proposal for the Work and issues a Notice Of Award to Proposer, execute such Agreement. However, CRRA reserves the right to negotiate any items with responsive proposers.

6. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Proposal, Proposer represents that:

- (a) Proposer has thoroughly examined and carefully studied the RFP package documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

Addendum Number	Date Issued

- (b) Without exception the Proposal is premised upon performing, furnishing and completing the Work 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) Proposer is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Work;
- (d) Proposer has studied and carefully correlated Proposer's knowledge and observations with the Contract Documents and such other related data;
- (e) Proposer has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Proposer;
- (f) If Proposer has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents, such failure shall be deemed by both Proposer and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Proposer is aware of the general nature of work to be performed by CRRA and others that relates to the Work for which this Proposal is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Proposer of all terms and conditions for performing, furnishing and completing the Work for which this Proposal is submitted.

7. PROPOSER'S REPRESENTATIONS CONCERNING SITE CONDITIONS

In submitting this Proposal, Proposer acknowledges and agrees that:

- (a) All information and data included in this RFP package relating to the surface, subsurface and other conditions of the Site are from presently available sources and are being provided only for the information and convenience of the Proposers;

- (b) CRRA does not assume any responsibility for the accuracy or completeness of such information and data, if any, shown or indicated in the Contract Documents with respect to any surface, subsurface or other conditions of the Site(s);
- (c) Proposer is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including surface conditions, subsurface conditions and underground facilities; and
- (d) Proposer has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Work.

8. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this Proposal, Proposer acknowledges and agrees that Proposer shall not use any information made available to it or obtained in any examination made by it in connection with this RFP 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 Work.

9. PROPOSER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

In submitting this Proposal, Proposer acknowledges and agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, Proposer shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Proposer's performance of this Agreement, nor shall Proposer include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. Proposer 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 proposal or other submittal to CRRA in connection with this RFP.

10. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Proposal, Proposer:

- (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 Proposer's Proposal is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Proposer 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.

11. PROPOSER'S REPRESENTATIONS CONCERNING NON-COLLUSION

By submission of this Proposal, the Proposer, 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 Proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
- (b) Unless otherwise required by law, the prices that have been quoted in this Proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to "opening" to any other person or company;
- (c) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a proposal for the purpose of restricting competition;
- (d) Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; and
- (e) Proposer has not sought by collusion to obtain for itself any advantage for the Work over any other Proposer for the Work or over CRRA.

12. PROPOSER'S REPRESENTATIONS CONCERNING RFP FORMS

By submission of this Proposal, the Proposer, 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 RFP that are submitted to CRRA as part of its Proposal are identical in form and content to the preprinted forms in the RFP except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

13. PROPOSAL SECURITY

Proposer acknowledges and agrees that the amount of the Proposal Security submitted with this Proposal fairly and reasonably represents the amount of damages CRRA will suffer in the event that Proposer fails to fulfill any of its obligations set forth in the Contract Documents.

14. PROPOSER'S WAIVER OF DAMAGES

Proposer and all its affiliates and subsidiaries understand that by submitting a Proposal, Proposer is acting at its and their own risk and Proposer 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 proposals by CRRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the Work (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Work (or any part thereof) pursuant to the Contract Documents.

15. PROPOSER'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 4.11 [SEEC Form 11] of the Contract Documents.

16. ATTACHMENTS

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

- (a) The completed Proposal Price and Payment Form;
- (b) The completed Business Information Form;
- (c) Answers to the Issues And Questions To Be Addressed, with a written answer provided to each question and each answer beginning on a new page
- (d) The completed References Form
- (e) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Proposer;
- (f) Affidavit Concerning Nondiscrimination that has been completely filled out by the Proposer and signed before a Notary Public or Commissioner of the Superior Court;;
- (g) Background Questionnaire that has been completely filled out by the Proposer and signed before a Notary Public or Commissioner of the Superior Court;
- (h) The required proposal security; and

- (i) A copy of the Proposer's up-to-date certificate of insurance showing all current insurance coverage.

17. NOTICES

Communications concerning this Proposal should be addressed to Proposer at the address set forth below.

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

18. ADDITIONAL REPRESENTATION

Proposer hereby represents that the undersigned is duly authorized to submit this Proposal on behalf of Proposer.

AGREED TO AND SUBMITTED ON _____, 2013

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



**PRICE AND PAYMENT
RATE SCHEDULE FORM
ELLINGTON LANDFILL**

Proposer will provide the Services as specified in the Contract Documents for the operation and maintenance of the Ellington Landfill gas collection system and thermal oxidizer station as specified below.

1. O&M PRICE – ROUTINE OPERATIONS AND MAINTENANCE

In the following table, provide your lump sum bid price for routine operations and maintenance of the Ellington Landfill gas collection system and thermal oxidizer station for each of the years specified.

Period	Dollars	Cents
Year 1 (July 1, 2013 – June 30, 2014)		
Year 2 (July 1, 2014 – June 30, 2015)		
Year 3 (July 1, 2015 – June 30, 2016)		
Year 4 (July 1, 2016 – June 30, 2017)		
Year 5 (July 1, 2017 – June 30, 2018)		

Proposer affirms that the total price above represents the entire cost to complete the routine operations and maintenance 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 this Project, and that each and every such claim is hereby expressly waived by Proposer.

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

2. PAYMENT RATE SCHEDULE – NON-ROUTINE MAINTENANCE AND REPAIR SERVICES AND EMERGENCY SERVICES

In the tables below, provide your rates (unit price) for non-routine landfill gas system maintenance and repair services and emergency services. (Use additional pages if necessary)

2.1 Personnel Charges

In the table below, provide the hourly rate for each of the staff levels listed. For each staff level, indicate whether or not the staff level is eligible for overtime pay by placing a check mark in the box for those staff levels that are eligible for overtime pay.

Staff Level	OT	Hourly Rate				
		Year 1 (7/1/13 – 6/30/14)	Year 2 (7/1/14 – 6/30/15)	Year 3 (7/1/15 – 6/30/16)	Year 4 (7/1/16 – 6/30/17)	Year 5 (7/1/17 – 6/30/18)
Senior Supervisory/Senior Managers	<input type="checkbox"/>					
Professional Engineer/Senior Level	<input type="checkbox"/>					
Staff Engineering	<input type="checkbox"/>					
Project Manager	<input type="checkbox"/>					
Site Supervisor/Foreman	<input type="checkbox"/>					
Field Technicians	<input type="checkbox"/>					
Laborer	<input type="checkbox"/>					
Drafting/AutoCAD Operators	<input type="checkbox"/>					
Administrative Personnel	<input type="checkbox"/>					
Word Processing	<input type="checkbox"/>					
Other (Specify):	<input type="checkbox"/>					

2.2 Equipment Charges

In the table below, specify each type of equipment/service that you would bill for separately and provide the hourly rate for each of the equipment/service.

Equipment	Hourly Rate				
	Year 1 (7/1/13 – 6/30/14)	Year 2 (7/1/14 – 6/30/15)	Year 3 (7/1/15 – 6/30/16)	Year 4 (7/1/16 – 6/30/17)	Year 5 (7/1/17 – 6/30/18)
Service Trucks and Tools (List)					
Instrumentation and Monitoring Equipment (List)					
Standby, Replacement and Temporary/Backup Equipment (List)					
Subcontracted Services (List)					

3. MARK-UP RATES

3.1 Equipment and Materials

The proposed mark-up for overhead expenses associated with the purchase of equipment and materials is

% (fill in the percentage markup)

The Consultant will provide to CRRA copies of all applicable invoices in order to receive payment for equipment and materials purchased specifically for installation in association with the Project.

3.2 Sub-Contractors

The proposed mark-up for overhead expenses associated with sub-consultant work on the Project is

% (fill in the percentage markup)

The Consultant will provide to CRRA copies of all applicable invoices in order to receive payment for sub-consultant work performed on the Project.

4. OVERTIME RATES

For employees who are eligible for and are paid a higher hourly rate for overtime than the hourly rate listed on Page 2, the successful Proposer will be entitled to reimbursement for such employee overtime when such overtime is a result of more than 8 hours in one day and/or more than 40 hours in one week worked on this project by such an employee.

Below, specify the proposed rate for overtime (i.e., the percentage by which the hourly rates specified on the preceding page would be multiplied to arrive at the overtime rate).

% (fill in the percentage rate for overtime)



**PRICE AND PAYMENT
RATE SCHEDULE FORM
SHELTON LANDFILL**

Proposer will provide the Services as specified in the Contract Documents for the operation and maintenance of the Ellington Landfill gas collection system and thermal oxidizer station as specified below.

1. O&M PRICE – ROUTINE OPERATIONS AND MAINTENANCE

In the following table, provide your lump sum bid price for routine operations and maintenance of the Ellington Landfill gas collection system and thermal oxidizer station for each of the years specified.

Period	Dollars	Cents
Year 1 (July 1, 2013 – June 30, 2014)		
Year 2 (July 1, 2014 – June 30, 2015)		
Year 3 (July 1, 2015 – June 30, 2016)		
Year 4 (July 1, 2016 – June 30, 2017)		
Year 5 (July 1, 2017 – June 30, 2018)		

Proposer affirms that the total price above represents the entire cost to complete the routine operations and maintenance 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 this Project, and that each and every such claim is hereby expressly waived by Proposer.

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

2. PAYMENT RATE SCHEDULE – NON-ROUTINE MAINTENANCE AND REPAIR SERVICES AND EMERGENCY SERVICES

In the tables below, provide your rates (unit price) for non-routine landfill gas system maintenance and repair services and emergency services. (Use additional pages if necessary)

2.1 Personnel Charges

In the table below, provide the hourly rate for each of the staff levels listed. For each staff level, indicate whether or not the staff level is eligible for overtime pay by placing a check mark in the box for those staff levels that are eligible for overtime pay.

Staff Level	OT	Hourly Rate				
		Year 1 (7/1/13 – 6/30/14)	Year 2 (7/1/14 – 6/30/15)	Year 3 (7/1/15 – 6/30/16)	Year 4 (7/1/16 – 6/30/17)	Year 5 (7/1/17 – 6/30/18)
Senior Supervisory/Senior Managers	<input type="checkbox"/>					
Professional Engineer/Senior Level	<input type="checkbox"/>					
Staff Engineering	<input type="checkbox"/>					
Project Manager	<input type="checkbox"/>					
Site Supervisor/Foreman	<input type="checkbox"/>					
Field Technicians	<input type="checkbox"/>					
Laborer	<input type="checkbox"/>					
Drafting/AutoCAD Operators	<input type="checkbox"/>					
Administrative Personnel	<input type="checkbox"/>					
Word Processing	<input type="checkbox"/>					
Other (Specify):	<input type="checkbox"/>					

2.2 Equipment Charges

In the table below, specify each type of equipment/service that you would bill for separately and provide the hourly rate for each of the equipment/service.

Equipment	Hourly Rate				
	Year 1 (7/1/13 – 6/30/14)	Year 2 (7/1/14 – 6/30/15)	Year 3 (7/1/15 – 6/30/16)	Year 4 (7/1/16 – 6/30/17)	Year 5 (7/1/17 – 6/30/18)
Service Trucks and Tools (List)					
Instrumentation and Monitoring Equipment (List)					
Standby, Replacement and Temporary/Backup Equipment (List)					
Subcontracted Services (List)					

3. MARK-UP RATES

3.1 Equipment and Materials

The proposed mark-up for overhead expenses associated with the purchase of equipment and materials is

% (fill in the percentage markup)

The Consultant will provide to CRRA copies of all applicable invoices in order to receive payment for equipment and materials purchased specifically for installation in association with the Project.

3.2 Sub-Contractors

The proposed mark-up for overhead expenses associated with sub-consultant work on the Project is

% (fill in the percentage markup)

The Consultant will provide to CRRA copies of all applicable invoices in order to receive payment for sub-consultant work performed on the Project.

4. OVERTIME RATES

For employees who are eligible for and are paid a higher hourly rate for overtime than the hourly rate listed on Page 2, the successful Proposer will be entitled to reimbursement for such employee overtime when such overtime is a result of more than 8 hours in one day and/or more than 40 hours in one week worked on this project by such an employee.

Below, specify the proposed rate for overtime (i.e., the percentage by which the hourly rates specified on the preceding page would be multiplied to arrive at the overtime rate).

% (fill in the percentage rate for overtime)



BUSINESS INFORMATION FORM

Bidder/Proposer/Statement of Qualifications Submitter (hereinafter collectively referred to as "Contractor" must provide the information requested in the following sections.

1. CONTRACTOR INFORMATION

Name of Entity:					
Central Office/ Headquarters Address:	Address 1:				
	Address 2:				
	City, State, Zip Code:				
Servicing Office Address (if different than Central Office/ Headquarters Address):	Address 1:				
	Address 2:				
	City, State, Zip Code:				
Name of Parent Company (if any):					
Entity's Legal Structure:		<input type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture		
		<input type="checkbox"/> Partnership	<input type="checkbox"/> Public Entity		
		<input type="checkbox"/> Other			
State in Which Entity is Legally Organized:					
Year Entity Started:		Number of Employees:		Number of Offices:	
Location(s) of Offices (City and State):					
Brief History of the Entity:					

Overview of Entity's Principal Lines of Work:	
---	--

2. KNOWLEDGE, CAPABILITY AND EXPERIENCE

In the space below, summarize work performed/services provided of a similar nature to that specified in the Contract Documents which has been performed by the bidder/proposer and which will enable CRRA to evaluate the experience and professional capabilities of the bidder/proposer.

--

3. SUBCONTRACTOR INFORMATION

	Yes	No
Will bidder Contractor subcontract with entities for significant portions of the Work/ Services?	<input type="checkbox"/>	<input type="checkbox"/>

If Contractor answered “yes” to the above question, provide the following information concerning the subcontractors. If Contractor will subcontract with more than three entities, copy this page of the Form and provide the requested information on the additional subcontractors.

Subcontractor 1	
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Provide brief description of specific role Subcontractor 1 will have in providing the Work/Services.	

Subcontractor 2	
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Provide brief description of specific role Subcontractor 2 will have in providing the Work/Services.	

ISSUES AND QUESTIONS TO BE ADDRESSED

INSTRUCTIONS: Complete, written answers must be provided to each of these questions and each answer must begin on a new page. For firms proposing the use of sub-contractors to complete required Services (including, but not limited to, analytical laboratories), Issues And Questions Numbers 1 through 4 inclusive must also be addressed for each sub-contractor.

1. Describe how the Services will be implemented. Describe in detail the Proposer's operation and maintenance approach and the plan for the landfill gas collection system and thermal oxidizer station.
2. Describe staffing and management plans. Identify the senior managers, engineers, project managers and site supervisors who would be assigned to work with CRRA. Indicate their probable areas of responsibility. Identify the persons who would be the key contacts at your firm(s) for field services. Of the total amount of time your firm will spend on the project, indicate the percentage that would be spent by each of the senior managers, engineers, project managers and site supervisors who would be assigned to work with CRRA
3. Provide brief resumes (no more than two pages per person) of each of the senior managers, engineers, project managers and site supervisors who would be assigned to work with CRRA.
4. Describe the types and numbers of vehicles, equipment and supplies to be provided by the Proposer.
5. For firms proposing the use of sub-consultants to complete required Services, provide a short description of the division of services between consultants.



REFERENCES FORM

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



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.</i> <i>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 Business Enterprise based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3.</i> <i>If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor certified by DAS as a Small Business Enterprise? ¹	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a Minority Owned 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.</i> <i>If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor certified by DAS as a Minority Owned Business Enterprise? ¹	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? ² <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5.</i> <i>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.</i> <i>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

FOOTNOTES

- ¹ If the Contractor answered “yes” to Question 2A and/or 3A, Contractor must attach a copy of its DAS Set-Aside Certificate to this Questionnaire.
- ² If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds Fifty Thousand Dollars (\$50,000.00) in any fiscal year, and the Contractor has fifty (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 BUSINESS ENTERPRISE**

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

1. Has been doing business under the same ownership or management and has maintained its principal place of business in the Connecticut for at least one year immediately prior to the issuance of the Request For Bids/ Proposals/Qualifications;
2. Has had gross revenues not exceeding fifteen million dollars (\$15,000,000) during its most recent fiscal year; and
3. At least 51% of the ownership of the Contractor is held by a person(s) who exercises the operational authority over daily affairs of the business and has the power to direct policies and management and receives beneficial interests of the business.

**SCHEDULE B
CRITERIA FOR A MINORITY OWNED BUSINESS ENTERPRISE**

Contractor must meet all of the following criteria to qualify as a Minority Owned Business Enterprise:

1. Satisfies all of the criteria in Schedule A for a Small Business Enterprise;
2. At least 51% of the ownership of the Contractor by one or more minority person(s) who exercises operational authority over daily affairs of the business, has the power to direct management and policies and receives the beneficial interests of the business;
3. A minority is a person(s) who is American Indian, Asian, Black, Hispanic, has origins in the Iberian Peninsula, a woman, or an individual with a disability.

CONNECTICUT GENERAL STATUTES SECTION 46a-68b

As used in this section and sections 4a-60, 4a-60a, 4a-60g, 4a-62, 46a-56 and 46a-68c to 46a-68k, inclusive: "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, physical disability or sexual orientation.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

- 1. Contractor seeks to enter into the "OPERATION AND MAINTENANCE OF THE LANDFILL GAS COLLECTION SYSTEM AND THERMAL OXIDIZER AT THE ELLINGTON AND SHELTON LANDFILL(S)" (the "Agreement") with the Connecticut Resources Recovery Authority; and
- 2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

Sections 4a-60(a)(1) and 4a-60a(a)(1) of the Connecticut General Statutes follow.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;



BACKGROUND QUESTIONNAIRE

This Questionnaire must be completed and properly executed by an individual or business entity submitting a bid/proposal/statement of qualifications 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 the following ever been the subject of a criminal investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</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 1B 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>1B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 1B, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 1B, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

<p>2. Has the Contractor or any of the following ever been the subject of a civil investigation¹?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</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; the status of the investigation; and the outcome 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 any of the following has an ownership interest of 50% or more in such entity ever been the subject of a criminal investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</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 3B 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"/>
<p>3B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 3B, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 3B, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

¹ The phrase "civil investigation" means an investigation undertaken by a governmental entity (e.g., federal, state or municipal) that has investigative and enforcement authority (e.g., the Office of the Connecticut Attorney General, the Connecticut Ethics Commission, the Connecticut Elections Enforcement Commission, the federal Securities and Exchange Commission).

<p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a civil investigation¹?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 4, proceed to Question 5 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; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation..</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Has the Contractor or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION

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 _____ 20 ____

Notary Public/Commissioner of the Superior Court

BID/PROPOSAL BOND FORM

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. The below addresses are to be used for giving required notice.

BIDDER/PROPOSER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

--	--

OWNER (Name and Address):

Connecticut Resources Recovery Authority 100 Constitution Plaza, 6 th Floor Hartford, CT 06103-1722
--

BID/PROPOSAL

DUE DATE:	
AMOUNT:	
PROJECT DESCRIPTION <small>(Including Name and Location):</small>	

BOND

BOND NUMBER:	
DATE <small>(Not later than Bid/Proposal Due Date):</small>	
PENAL SUM:	DOLLARS (\$ _____)

IN WITNESS WHEREOF, Surety and Bidder/Proposer, intending to be legally bound hereby, subject to the terms printed on Page 2 hereof, do each cause this Bid/Proposal Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER/PROPOSER

SURETY

--

(SEAL)

--

(SEAL)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

SIGNATURE:		SIGNATURE:	
NAME AND TITLE:		NAME AND TITLE:	

TERMS AND CONDITIONS TO BID/PROPOSAL BOND

1. Bidder/Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder/Proposer any difference between the total amount of Bidder's/Proposer's bid/proposal and the total amount of the bid/proposal of the next lowest, responsible and responsive bidder/proposer as determined by Owner for the Work/Service required by the Contract Documents, provided that:
 - 1.1 If there is no such next lowest, responsible and responsive bidder/proposer, and Owner does not abandon the Project, then Bidder/Proposer and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's/Proposer's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder/Proposer shall occur upon the failure of Bidder/Proposer to deliver within the time required by the Bid/Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement and related documents required by the Bid/Proposal Documents and any performance and payment bonds required by the Bid/Proposal Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's/Proposer's bid/proposal and bidder/proposer delivers within the time required by the Bid/Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement and related documents required by the Bid/Proposal Documents and any performance and payments bonds required by the Bid/Proposal Documents and Contract Documents, or
 - 3.2 All bids/proposals are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder/Proposer within the time specified in the Bid/Proposal Documents (or any extension thereof agreed to in writing by Bidder/Proposer and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder/Proposer and within 30 calendar days after receipt by Bidder/Proposer and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder/Proposer, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid/Proposal Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder/Proposer and Surety and in no case later than one year after Bid/Proposal Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder/Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

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.



**BUSINESS EXCEPTION
FORM**

Using this form (add additional sheets of paper as needed), Proposer (hereinafter collectively referred to as "Contractor") shall identify any portion of the Work required or described in the RFP Package Documents, or any provision of the Agreement that Contractor desires to take exception to, including insurance, if any.

Contractor shall be specific regarding any exceptions listed. Contractor shall describe in detail the portion(s) of the Work or Agreement terms that the Contractor is taking exception to and why. Contractor shall also describe what, if any, alternative services, terms, or conditions Contractor is willing to provide or accept as a substitution for the Service, terms, or conditions to which Contractor has taken exception, if any.

If Contractor does not take exception to any portion of the Work required or described in this RFP Package Documents or to any terms of the Agreement, Contractor shall simply indicate below that Contractor "takes no exceptions", and submit this form along with the other Proposal forms as part of its Proposal submittal.

Note that CRRA will negotiate with Contractor on only those items identified by Contractor on this Business Exception Form. Also note that revisions to the services or Agreement will be at CRRA's sole discretion. Also note that pursuant to State of Connecticut statutes and regulations, the Agreement contains a number of provisions that CRRA, as a quasi-public entity, is required to incorporate in all of its contracts and are, therefore, non-negotiable.

	Description of Exception Item	Reason for Exception	Proposed Alternative
1.			
2.			

Description of Exception Item	Reason for Exception	Proposed Alternative
3.		
4.		
5.		
6.		
7.		

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE OF
THE LANDFILL GAS COLLECTION SYSTEM
AND THERMAL OXIDIZER STATION
AT THE ELLINGTON AND SHELTON LANDFILLS**

SECTION 5

SAMPLE NOTICE OF AWARD



NOTICE OF AWARD

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

RFB NO.: FY13-EN-004

CONTRACT: Operation And Maintenance Of The Landfill Gas Collection System And Thermal Oxidizer Station At The [Ellington/Shelton Landfill(s)]

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 Work, which Work is more particularly described in the Agreement For Operation And Maintenance Of The Landfill Gas Collection System And Thermal Oxidizer Station At The [Ellington/Shelton Landfill(s)] (the ”Work”).

You are hereby notified that your firm has been selected to perform the Services for the period July 1, 2013 through June 30, 2018 at the Ellington Landfill. The amount of the award for the Services for the five-year period is as specified in **Exhibit B** of the Agreement.

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

- (a) Execute the two attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes entering the requested information in the “Notices” Section (Section 8.7, Page 21) of the Agreement, signing the Agreement (Page 24), printing the signer’s name under the signature line (Page 24) and printing the signer’s title following the word “Its” (Page 24);
- (b) Execute the attached Contractor’s Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (a) Execute the attached Affidavit Concerning Consulting Fees and deliver such executed Affidavit to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance showing all of the coverages required by Section 6 of the Agreement [Please be advised that this is the area in which Consultants seem to have the most difficulty. CRRA requires that the certificate submitted show evidence of exactly the insurance requirements specified in the Agreement. For example, if the Agreement specifies automobile insurance for “any” vehicles, the “any” vehicle box on the certificate must be checked];

- (d) Complete and deliver to CRRA the attached Form W-9, "Request for Taxpayer Identification Number and Certification;" and
- (e) 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 (e) 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 at the following address:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, CT 06103
Attention: Roger Guzowski

Dated this ___ day of __, 2013.

Connecticut Resources Recovery Authority

By: _____

Roger Guzowski

Title: Contract and Procurement Manager

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2013.

By:

Signature: _____

Name (print/type): _____

Title: _____

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE OF
THE LANDFILL GAS COLLECTION SYSTEM
AND THERMAL OXIDIZER STATION
AT THE ELLINGTON AND SHELTON LANDFILLS**

**SECTION 6
FORM OF AGREEMENT AND EXHIBITS**

**AGREEMENT FOR THE OPERATION AND MAINTENANCE OF
THE LANDFILL GAS COLLECTION SYSTEM AND THERMAL
OXIDIZER STATION AT THE [CRRA TO INSERT ELLINGTON
AND/OR SHELTON] LANDFILL**

CONTENTS

PRELIMINARY STATEMENT 3

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION 3

 1.1 Definitions3

 1.2 Construction And Interpretation.....4

2. SCOPE OF SERVICES 5

 2.1 Contractor’s Responsibilities.....5

 2.2 Performance of Services5

 2.3 CRRA’s Responsibilities.....5

 2.4 Direction Of Services6

 2.5 CRRA’s Inspection Rights6

 2.6 Access.....6

 2.7 CRRA Right to Exclude Certain Individuals6

 2.8 Restoration.....7

 2.9 Change in Scope of Services7

 2.10 Contractor Cooperation7

 2.11 Landfill and Subsurface Conditions7

 2.12 Methane Gases.....8

 2.13 Proprietary Information8

 2.14 Books and Records8

 2.15 Status of Contractor9

 2.16 Subcontractors9

 2.17 Contractor’s Employees.....9

 2.18 Mechanic’s Liens.....9

3. COMPENSATION AND PAYMENT 10

 3.1 Compensation10

 3.2 Payment Procedure11

 3.3 Accounting Obligations.....12

 3.4 Withholding Taxes And Other Payments12

 3.5 State of Connecticut Taxes12

 3.6 Audit.....13

4. TERM OF AGREEMENT 13

 4.1 Term13

 4.2 Time is of the Essence13

 4.3 Termination13

5.	INDEMNIFICATION	14
5.1	Contractor’s Indemnity	14
5.2	Material Warranty	15
6.	INSURANCE	15
6.1	Required Insurance	15
6.2	Minimum Limits	16
6.3	Additional Required Insurance	16
7.	SECURITY FOR FAITHFUL PERFORMANCE	18
7.1	Required Security	18
7.2	Submission Of Security	18
7.3	Specific Requirements – Performance Bond	18
7.4	Specific Requirements – Letter Of Credit	18
7.5	Failure To Maintain The Security	19
7.6	Exercise Of Rights And Remedies	19
7.7	Issuing Companies	19
8.	MISCELLANEOUS	19
8.1	Non-Discrimination	19
8.2	Entire Agreement	20
8.3	Governing Law	20
8.4	Assignment	20
8.5	No Waiver	21
8.6	Modification	21
8.7	Notices	21
8.8	Binding Effect	22
8.9	Severability	22
8.10	Small Contractor Application	22
8.11	Whistleblower Protection	22
8.12	Counterparts	22
8.13	Campaign Contribution And Solicitation Prohibitions	22
8.14	Affidavit Concerning Nondiscrimination	23
8.15	Affidavit Concerning Consulting Fees	23
8.16	Contractor’s Certification Concerning Gifts	23
8.17	President’s Certification Concerning Gifts	23
	EXHIBIT A – Scope Of Services	A-1
	EXHIBIT B – O&M Contract Price And Payment Rate Schedule	B-1
	EXHIBIT C – CRRRA Travel And Expense Policy	C-1
	EXHIBIT D – Performance Bond Form and Letter Of Credit Form	D-1
	EXHIBIT E – SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban	E-1
	EXHIBIT F – Affidavit Concerning Nondiscrimination	F-1
	EXHIBIT G – Affidavit Concerning Consulting Fees	G-1
	EXHIBIT H – Contractor’s Certification Concerning Gifts	H-1
	EXHIBIT I – President’s Certification Concerning Gifts	I-1

THIS OPERATION AND MAINTENANCE OF THE ELLINGTON LANDFILL GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 2013 (“Effective Date”) 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 (hereinafter “CRRA” or “Owner”) and **[NAME OF CONTRACTOR]**, having its principal offices at **[ADDRESS OF CONTRACTOR]** (hereinafter “Contractor”).

PRELIMINARY STATEMENT

WHEREAS CRRA owns a certain parcel of real property known as the **[CRRA to insert name of either the Ellington Landfill or Shelton Landfill (or both) in final agreement(s)]** and which is located **[CRRA to insert either 217 Sadds Mill Road (State Route 140), in Ellington; or 866 River Road (Route 110) in Shelton; or both into the final agreement(s)]**, Connecticut (the “Property”), upon which property CRRA operates a landfill (the “Landfill”);

WHEREAS CRRA and/or its agents have constructed and installed a landfill gas control system, including but not limited to, a gas collection and piping system and an enclosed flare station (the “Facility”) at and within the Landfill (collectively, the “System”);

WHEREAS CRRA now desires to enter into this Agreement with Contractor in order for Contractor to provide operation and maintenance services for the System in accordance with this Agreement (the “Project”).

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, the parties hereto agree as follows.

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

As used in this Agreement and in other Contract Documents (as defined herein) the following terms shall have the meanings as set forth below:

- (a) **“Addenda”** means written or graphic documents issued prior to the bid due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), RFP Package Documents, Addenda, Contractor’s bid (including all documentation accompanying such bid, all other documentation submitted in connection with such bid, and all post-bid documentation submitted prior to the Notice Of Award), Notice Of Award, the Bonds (as defined herein), any written

amendments to any of the Contract Documents and any change order issued pursuant to Section 2.9 and/or 8.6 hereof.

- (c) **“Effective Date”** means the date set forth above in this Agreement.
- (d) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (e) **“Notice Of Award”** means written notification from CRRA to the apparent successful proposer which states that CRRA has accepted such Proposer’s proposal and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (f) **“Site”** means those areas of the Property upon which the Services are to be performed, furnished and completed by Contractor in accordance with the Contract Documents.

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;
- (e) The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,

- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

2. SCOPE OF SERVICES

2.1 Contractor's Responsibilities

Contractor shall be responsible for furnishing all labor, materials, supplies, tools, equipment, parts, facilities and any other property in order to perform operation and maintenance services for the landfill gas collection system and thermal oxidizer station at the Landfill, including, but not limited to, the services set forth in **Exhibit A** attached hereto and made a part hereof (hereinafter collectively referred to as the "Services").

2.2 Performance of Services

Contractor warrants that any equipment and materials provided for the operation and maintenance of, and any improvements made to, the System will be free from defect, and the work performed by the Contractor shall be done in a workmanlike manner consistent and in accordance with:

- (a) Any and all instructions, guidance and directions provided by CRRA to Contractor;
- (b) The Contract Documents;
- (c) Sound practices for operating and maintaining a landfill gas collection system and thermal oxidizer station;
- (d) The highest industry standards applicable to Contractor and its performance of the Services hereunder; and
- (e) All Laws and Regulations.

Items (a) through (e) above are hereinafter collectively referred to as the "Standards."

Contractor shall obtain any locally required building or other permits required for the Services, and Contractor shall also assist and fully cooperate with CRRA in obtaining any other applicable permits necessary to begin and complete the Services.

2.3 CRRA's Responsibilities

CRRA shall be responsible for administering this Agreement, accepting the Services that are performed and completed by Contractor in accordance with the Contract Documents, and receiving and paying invoices for such Services.

2.4 Direction Of Services

CRRA may, where necessary or desirable by CRRA, provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Services hereunder, and Contractor shall strictly and promptly comply with such instructions, guidance and directions.

2.5 CRRA's Inspection Rights

Contractor's performance of the Services hereunder, as well as Contractor's work products resulting from such performance, are subject to inspection by CRRA. Inspections may be conducted at any time by CRRA, with or without notice to Contractor. In the event of an inspection, Contractor shall provide to CRRA any documents or other materials that may be necessary in order for CRRA to conduct the inspection. If, after any such inspection, CRRA is unsatisfied with Contractor's performance of the Services hereunder or any of the work products resulting therefrom, Contractor shall, at the direction of CRRA, promptly render such performance or work products satisfactory to CRRA at no additional cost or expense to CRRA and without any extension of or addition to any time schedules for the remaining Services. For purpose of this Section 2.5, CRRA shall mean CRRA and/or its Authorized Representative.

2.6 Access

CRRA hereby grants to Contractor access to only those areas of the Property necessary for Contractor to perform the Services hereunder, provided that:

- (a) Contractor shall not interfere with any other operations or activities being conducted on the Property by either CRRA or any other person or entity;
- (b) Contractor directly coordinates with CRRA on such access and Contractor's storage of any equipment or materials on the Property; and
- (c) Contractor is in compliance with all of the terms and conditions of this Agreement.

CRRA reserves the right to revoke the access granted to Contractor herein if Contractor fails to comply with any of the foregoing conditions of access.

2.7 CRRA Right to Exclude Certain Individuals

Without limitation of Contractor's overall responsibility for the acts and omissions of all on-site personnel and other employees, CRRA reserves the right to exclude anyone from the site who CRRA reasonably believes is a danger to themselves or any other Person, or to CRRA property.

2.8 Restoration

Unless otherwise directed in writing by CRRA, Contractor shall restore any part of the Property disturbed or damaged by Contractor or any of its directors, officers, employees, agents, sub-contractors or materialmen to the same condition existing immediately prior to such disturbance or damage.

2.9 Change in Scope of Services

CRRA reserves the right to determine during the term of this Agreement whether any revisions, modifications or changes to the scope of Services (i.e. non-routine and emergency services), as set forth in Section 2.1 above, are necessary. In such event, and pursuant to CRRA's request, Contractor shall promptly commence and perform the work required to accommodate such revisions, modifications or changes, which work shall be performed by Contractor in accordance with the Standards unless otherwise agreed to in writing by CRRA and Contractor. If any adjustment(s) to the O&M Contract Price (as hereinafter defined in Section 3.1(a)) or the schedule of fees set forth in **Exhibit B** is required, or if increased or decreased compensation to the Contractor is warranted as a result of such revisions, modifications or changes, CRRA and Contractor shall mutually agree in writing on the amount of such adjustment(s) or increased or decreased compensation provided that the values for the existing Services, to the extent applicable, shall be used to determine the appropriate increase or decrease for such adjustments or the amount of such modified compensation. Contractor shall promptly commence and perform any work required by such revisions, modifications or changes even if CRRA and Contractor cannot agree on the amount of such adjustment(s) or modified compensation.

2.10 Contractor Cooperation

Contractor shall perform all Services in cooperation with all other contractors who may be responsible for operation and maintenance activities at the Landfill and Ellington transfer station on the Property, and any other activity or function. Such cooperation shall include, at a minimum, routine reporting, communications with CRRA and other parties, attendance at coordination meetings, and similar activities. Such cooperation shall also involve scheduling of staff and Services hereunder, without limitation. Under no circumstances shall Contractor speak to or otherwise communicate with the press. Contractor shall direct all inquiries from the press to CRRA.

2.11 Landfill and Subsurface Conditions

All information and data shown or indicated in the Contract Documents with respect to underground facilities, surface conditions, subsurface conditions or other conditions at or contiguous to the Landfill are furnished for information only and CRRA does not assume any responsibility for the accuracy or completeness of such information and data. Contractor acknowledges and agrees that CRRA does not assume any responsibility for such information and data and that Contractor is solely responsible for investigating and satisfying itself as to all actual and existing Landfill conditions, including but not limited to surface con-

ditions, subsurface conditions and underground facilities. Contractor has carefully studied all such information and data and Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (including but not limited to surface conditions, subsurface conditions and underground facilities) at or contiguous to the Landfill and all other conditions or factors which may affect cost, progress, performance, furnishing or completion of the Services or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction or performance of the Services to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for Contractor to conclusively determine, and Contractor has so determined, that the Services can be performed, furnished and completed in accordance with the Scope Of Services, the O&M Contract Price and the other terms and conditions of the Contract Documents. In the event that the information or data shown or indicated in the Contract Documents with respect to underground facilities or surface, subsurface or other conditions at or contiguous to the Landfill differs from conditions encountered by Contractor during performance of the Services, there shall be no increase in the O&M Contract Price as a result of such differing conditions, unless CRRA, in its sole and absolute discretion, agrees in writing to such increase and/or extension.

2.12 Methane Gases

Contractor acknowledges the presence of methane gases at the Property. Contractor covenants and agrees that it and its employees, agents, sub-Contractors and materialmen shall take all necessary precautions with respect to the presence of methane gases at all times at the Property, including, but not limited to, prohibiting the presence of any open flames, sparks, smoking or any other activity which might ignite any of the methane gases present at the Property.

2.13 Proprietary Information

Contractor shall not use, publish, distribute, sell or divulge any information obtained from CRRA by virtue of this Agreement for Contractor's own purposes or for the benefit of any person, firm, corporation or other entity (other than CRRA) without the prior written consent of CRRA. Any report or other work product prepared by Contractor in connection with the performance of the Services hereunder shall be owned solely and exclusively by CRRA and cannot be used by Contractor for any purpose beyond the scope of this Agreement without the prior written consent of CRRA.

2.14 Books and Records

Contractor shall maintain proper books and records containing complete and correct information on all Services performed by Contractor pursuant to this Agreement in accordance with generally accepted accounting principles and practices. CRRA has the right to inspect and review all such books and records during Contractor's business hours.

2.15 Status of Contractor

CRRA and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing any Services for CRRA hereunder and that Contractor shall perform such Services in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship, an employer-employee relationship or any other relationship between CRRA and Contractor other than that of an owner and an independent contractor. Contractor is expressly forbidden from transacting any business in the name of or on account of CRRA, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of CRRA in any manner whatsoever.

2.16 Subcontractors

Contractor shall consult with CRRA before hiring any subcontractors to perform any Services hereunder. Contractor shall require all of its subcontractors to abide by the terms and conditions of this Agreement. Moreover, Contractor's subcontracts with such subcontractors shall specifically provide that, in the event of a default by Contractor thereunder or under this Agreement, CRRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide CRRA with all contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also Contractor's subcontracts with its subcontractors shall specifically include CRRA as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Contractor other than through such subcontracts.

2.17 Contractor's Employees

All persons employed by Contractor shall be subject and responsible solely to the direction of Contractor and shall not be deemed to be employees of CRRA.

2.18 Mechanic's Liens

Contractor shall claim no interest in the Property or any equipment, fixtures or improvements located or to be located thereon, including but not limited to the Site or any part thereof. Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its properties, including but not limited to the Property. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or interests by Contractor or any of its subcontractors or materialmen. Before any subcontractor or materialman of Contractor commences any Services hereunder, Contractor shall deliver to CRRA an original waiver of mechanic's liens properly executed by such subcontractor or materialman. If any mechanic's lien is filed against CRRA or any of its properties in connection with the Services hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, CRRA may, at its option but without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at CRRA's election,

shall be either deducted from any payment due to Contractor hereunder or reimbursed to CRRA promptly upon demand by CRRA to Contractor.

3. COMPENSATION AND PAYMENT

3.1 Compensation

Contractor shall be paid by CRRA for the services rendered and expenses incurred under this Agreement on the basis set forth on **Exhibit B** attached hereto and made a part hereof.

The total amount of compensation to be paid to Contractor by CRRA for all the Services to be provided pursuant to this Agreement shall be in accordance with **Exhibit B**.

The O&M Contract Price for routine operations and maintenance as set forth in **Exhibit B** shall be payable as set forth in Section 3.2 below. Contractor acknowledges and agrees that the O&M Contract Price constitutes the full compensation to Contractor for the routine operations and maintenance Services to be performed and completed by Contractor pursuant to this Agreement and includes all expenses and costs, including but not limited to any and all costs for labor, vehicles, equipment, materials and the operation and maintenance of all vehicles and equipment, to be incurred by Contractor in performing and completing such Services.

The Payment Rate Schedule for non-routine maintenance and repair services and emergency services as set forth in **Exhibit B** shall be payable as set forth in Section 3.2 below.

Except for the compensation set forth above in this Section 3.1, Contractor shall not be entitled to and CRRA shall not pay to Contractor any other compensation whatsoever for performing and completing the Services hereunder.

For employees who are eligible for and are paid a higher hourly rate for overtime than the hourly rate listed in the "Payment Rate Schedule" of **Exhibit B**, Contractor will be entitled to reimbursement for such employee overtime when such overtime is a result of more than eight (8) hours in one day and/or more than forty (40) hours in one week worked by such an employee on this Project. Such overtime will be reimbursed as provided in **Exhibit B**.

Out-of-pocket expenses shall be reimbursed at cost provided they are consistent with CRRA's Travel and Expense Policy attached hereto and made a part hereof as **Exhibit C**, except that Contractor will be deemed to have met CRRA's "Receipt" requirements of such document if Contractor provides to CRRA with each billing the following:

- (a) Receipts for all items greater than or equal to \$25; and
- (b) Copies of Contractor's expense forms itemizing expenses incurred in providing Services to CRRA.

Invoices shall be accompanied by an itemization of disbursements and costs (long-distance calls, photocopying, transcripts, expert witnesses, court costs, etc.) and travel expenses shall be itemized separately to indicate travel, lodging, business meeting, meals, taxis and limousines and other expenses (specially detailed). Disbursements will be reimbursed at the firm's cost.

Contractor shall not be compensated for any time spent preparing any billing documentation, or any information requested by CRRA's in house accountants/auditors or outside auditors, State of Connecticut auditors, or CRRA in house accounting department, or related materials.

3.2 Payment Procedure

Contractor shall submit all requests for payment for Services in writing to CRRA at monthly intervals, in accordance with this Agreement.

If CRRA determines, in its sole discretion, that

- (a) The Services for which Contractor is requesting payment have been properly performed and completed in conformance with the Standards,
- (b) Contractor is not in default hereunder,
- (c) CRRA does not dispute the amount of the payment requested, and
- (d) The bill contains all of the information required hereunder,

then CRRA shall pay the amount requested within thirty (30) calendar days after its receipt of such bill.

If, however, CRRA determines that

- (a) Any of the Services for which Contractor has requested payment is not in conformance with the Standards,
- (b) Such bill does not contain all the requisite information, or
- (c) Contractor is in default hereunder,

then CRRA may, in its sole and absolute discretion, withhold all or a portion of the payment requested by Contractor and Contractor shall, if requested by CRRA, immediately take, at Contractor's sole cost and expense, all action necessary to render such Services and/or bill in conformance with the Standards, or to cure such default.

CRRA shall have no obligation under this Agreement to pay for any Services that CRRA determines have not been performed and/or completed in conformance with the Standards, and CRRA shall have no obligation to pay Contractor any amount due Contractor under this Agreement if Contractor is in default hereunder. If CRRA disputes the amount in any written request for payment submitted by Contractor, CRRA shall have the right to withhold the dis-

puted amount until the dispute is settled. CRRA shall notify Contractor of any disputed amount and the reason(s) for disputing such amount.

3.3 Accounting Obligations

Contractor shall maintain books and accounts of the costs incurred by Contractor in performing the Services pursuant to this Agreement by contract number and in accordance with generally accepted accounting principles and practices. CRRA, during normal business hours, for the duration of this Agreement, shall have access to such books and accounts to the extent required to verify such costs incurred.

3.4 Withholding Taxes And Other Payments

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Contractor, nor be withheld from payment to Contractor by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the Services to be performed hereunder by Contractor, or any of Contractor's employees or subcontractors. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.4 and Contractor hereby agrees to indemnify CRRA and hold CRRA harmless against any and all such taxes, insurance or payments, or similar costs which CRRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent contractor.

3.5 State of Connecticut Taxes

Contractor agrees that, pursuant to *Connecticut General Statutes* § 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 *Connecticut General Statutes* § 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 any RFB or other submittal or proposal to CRRA in connection with this Agreement.

3.6 Audit

CRRA reserves the right to review the reasonableness of all bills and expenses as they are billed to CRRA by Contractor. Upon reasonable notice from CRRA, Contractor agrees to allow CRRA to audit Contractor's files pertaining to CRRA's cases assigned to Contractor. Any such audit will be conducted on Contractor's premises and Contractor will be expected to produce any pertinent file information requested including Contractor's time and expense records.

4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on June 30, 2018.

Contractor shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by CRRA for the Services hereunder and shall make them available for inspection and audit by CRRA. Contractor's obligations under this paragraph shall survive the termination or expiration of this Agreement.

4.2 Time is of the Essence

CRRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance of the Services hereunder. Accordingly, Contractor shall perform and complete any Services hereunder during the term of this Agreement in accordance with any time schedule set forth in this Agreement or mutually agreed upon by CRRA and Contractor for such Services.

4.3 Termination

CRRA may terminate this Agreement at any time by providing Contractor with ten (10) days' prior written notice of such termination. Upon receipt of such written notice from CRRA, Contractor shall immediately cease performance of all Services, unless otherwise directed in writing by CRRA. Prior to any termination of this Agreement, Contractor shall remove all of its personnel and equipment from the Property, restore any part of the Property, any of the improvements located or to be located thereon, including but not limited to any access roads, or any of the Services that requires restoration pursuant to the terms and conditions of Section 2.8 hereof. Upon termination of this Agreement pursuant to this Section 4.3,

- (a) CRRA shall pay Contractor for all Services performed and completed by Contractor prior to the termination date, provided:

- (1) Such Services has been performed and completed by Contractor in conformance with the Standards;
- (2) Payment for such Services has not been previously made or is not disputed by CRRA;
- (3) Contractor is not in default hereunder; and,
- (4) Contractor has performed and completed all its obligations under this Section 4.3 and Section 2.7 hereof to CRRA's satisfaction, and

(b) CRRA shall have no further liability hereunder.

Except for the payment that may be required pursuant to the preceding sentence, CRRA shall not be liable to Contractor in any other manner whatsoever in the event CRRA exercises its right to terminate this Agreement.

Contractor shall transmit to CRRA originals or copies of any and all material prepared, developed or obtained under this Agreement in Contractor's possession within thirty (30) days of receipt of the written notice of termination unless otherwise directed by the Authorized Representative. Contractor shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by CRRA and shall make them available for inspection and audit by CRRA. Contractor's obligations under this Section 4.3 shall survive the termination or expiration of this Agreement.

5. INDEMNIFICATION

5.1 Contractor's Indemnity

Contractor shall at all times defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, liability, 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, agents, employees or other contractors, or (b) Contractor or any of its directors, officers, agents, employees, 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, agents, employees, subcontractors or materialmen. Contractor further undertakes to reimburse CRRA for damage to property of CRRA caused by Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

5.2 Material Warranty

Contractor warrants that any equipment and materials provided for the operation and maintenance of, and any improvements made to, the System will be free from defect, and the work performed by the Contractor shall be done in a workmanlike manner consistent and in accordance with the Standards.

Contractor's warranty under this Section 5.2 shall remain in force for a period of one year following installation and use of such equipment or materials in the ordinary operation of the System (hereinafter referred to as "Warranty Period"). The Warranty Period shall not terminate upon the expiration or termination of this Agreement. If at any time during the Warranty Period CRRA determines that any equipment or material provided by Contractor is defective, or any work performed by the contractor was not done in a workmanlike manner, Contractor shall promptly at its own cost and expense repair such defect or perform such work in a workmanlike manner. Any repairs to, or replacement of, such equipment or materials, and any work performed to satisfy the Contractor's warranties under this Section 5.2 shall be subject to prior approval by CRRA, and shall be performed according to Standards. Contractor shall obtain any guarantees or warranties for equipment or materials provided pursuant to this Section 5.2, and have the same assigned to CRRA, if assignable. Rendering the equipment, material or any work performed compliant with the warranties herein provided is not CRRA's exclusive remedy for the breach of the warranties by Contractor, and does not limit CRRA's rights to seek other legal or equitable remedies including but not limited to direct and consequential damages to the CRRA resulting from the provision of defective equipment, material or work.

6. INSURANCE

6.1 Required Insurance.

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

1. Commercial General Liability as specified by the most recent version of ISO Form Number CG 001 (occurrence).
2. Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto) and including pollution coverage equivalent to that provided under ISO pollution Liability broadened coverage for covered autos endorsement (CA 99 48) and the Motor Carrier Act endorsement (MCS 90).
3. Workers' Compensation insurance as required by all states in which the work is being done and Employers' Liability insurance.

4. Property and Equipment insurance covering all property and equipment owned or leased by Contractor.
5. Contractors' Pollution Liability insurance written on an occurrence basis form if the work performed by the Contractor involves hazardous material remediation, working with any pollutants, including asbestos and lead abatement, or performing underground work.

If the Contractor makes decisions with respect to the facilities or technologies that will be utilized for the treatment, storage or disposal of waste materials removed from a location owned or operated by a CRRA entity, or the transportation of waste materials to such a facility, the Contractor shall maintain a Waste Brokering Endorsement on its CPL Policy.

6.2 Minimum Limits.

Contractor shall maintain the following limits of liability for insurance described above. Contractor may meet these limits alone or in combination with Umbrella insurance. The insurance requirements in this Section 5 are dependent upon the number of Designated Transfer Stations assigned to the Contractor.

1. Commercial General Liability:
 - a. \$5,000,000 Each Occurrence for Bodily Injury & Property Damage
 - b. \$5,000,000 General Aggregate
 - c. \$5,000,000 Products & Completed Operations Aggregate
 - d. \$5,000,000 Personal & Advertising Injury
2. Automobile Liability:
 - a. \$5,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage
 - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers' Compensation: Statutory Limits
Employers' Liability:
 - a. \$1,000,000 Each Accident
 - b. \$1,000,000 Policy Limit
 - c. \$1,000,000 Each Employee
4. Property and Equipment insurance equal to the cash value of the Contractor-owned or leased equipment.
5. Contractors' Pollution Liability insurance with a limit of \$5,000,000.

6.3 Additional Required Insurance.

- (a) Contractor shall submit an executed original certificate or certificates of insurance

for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced below.

- (b) All policies for each insurance required shall contain the following provisions:
 - 1. CRRA, its subsidiaries, officials and employees are to be covered as additional insured on a primary and non-contributing basis on the following insurance policies purchased by the Contractor:
 - a. Commercial General Liability
 - b. Automobile Liability
 - c. Contractors' Pollution Liability
 - 2. The Contractor shall waive (and require their insurers to waive) subrogation rights against CRRA for losses and damages incurred under the insurance policies required by this Agreement.
 - 3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers' liability.
- (c) It shall be an affirmative obligation upon Contractor to inform CRRA's Risk Manager by Fax (860-767-7740), by e-mail (lmartin@crra.org), or by correspondence to CRRA, 100 Constitution Plaza, 6th Floor, Hartford, CT 06103-7741 within two days of the notice of cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.
- (d) Contractor's insurance is to be placed with insurers with current A. M. Best ratings of not less than A- VIII, and be lawfully authorized to conduct business in the state(s) or jurisdiction(s) where the work is being performed, unless otherwise approved by CRRA.
- (e) Subject to the terms and conditions of this Section 5, Contractor may submit to CRRA documentation evidencing the existence of umbrella insurance coverage in order to satisfy the limits of coverage required hereunder for Commercial General Liability, Automobile Liability insurance and Employers' Liability insurance.
- (f) Contractor shall either include all subcontractors as insureds under its insurance policies or shall require subcontractors to provide their own insurance subject to all of the requirements stated herein.
- (g) All Certificates of Insurance must be received and approved by CRRA before any Work is undertaken by Contractor.

- (h) Contractor shall provide new Certificates of Insurance upon renewal or replacement of any insurance required. If any Contractor fails to comply with any of the foregoing insurance provisions, then CRRA may in its sole discretion deny such Contractor any further access to the Designated Transfer Station and/or undertake placement of insurance and charge Contractor for the purchase of required insurance.
- (i) No provision of this Section 5 shall be construed or deemed to limit Contractor's obligations under this Agreement to pay damages or other costs and expenses.
- (j) CRRA shall not, because of accepting, rejecting, approving, or receiving any Certificates of Insurance require 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.

7. SECURITY FOR FAITHFUL PERFORMANCE

7.1 Required Security

Contractor shall procure and maintain in full force and effect, at its own cost and expense, throughout the term of this Agreement and any extension thereof, performance bond or letter of credit (the "Performance Bond" or the "Letter Of Credit") in the full amount of the Contract Price and such Performance Bond or Letter Of Credit shall be in and drawn on the forms set forth in **Exhibit D** attached hereto and made a part hereof.

7.2 Submission Of Security

Within ten (10) days after CRRA issues the Notice of Award, Contractor shall furnish CRRA with the Performance Bond or the Letter Of Credit.

7.3 Specific Requirements – Performance Bond

If the surety on the Performance Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Performance Bond due to no fault of Contractor, Contractor shall immediately substitute another bond and surety, subject to the requirements set forth in this Article 7.

7.4 Specific Requirements – Letter Of Credit

The Letter Of Credit required hereunder shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration date of the Letter Of Credit, Contractor notifies CRRA by registered mail that the issuer of the Letter

Of Credit elects not to renew such Letter Of Credit. If the issuer of the Letter Of Credit furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the issuer elects not to renew the Letter Of Credit due to no fault of Contractor, Contractor shall immediately substitute another letter of credit (or bond) and surety, subject to the requirements set forth in this Section 7.

7.5 Failure To Maintain The Security

Failure to maintain or renew the Performance Bond or the Letter Of Credit under the aforesaid terms shall constitute a default by Contractor of this Agreement.

7.6 Exercise Of Rights And Remedies

In the event Contractor fails to perform any of its obligations under this Agreement, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder or otherwise, to exercise any or all of CRRA's rights and remedies under the Performance Bond or the Letter Of Credit.

7.7 Issuing Companies

The Performance Bond shall be issued and executed by a surety company or companies acceptable to CRRA. The Letter Of Credit shall be issued and executed by a Connecticut Bank or by a national banking association acceptable to CRRA.

8. MISCELLANEOUS

8.1 Non-Discrimination

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the Services for CRRA Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited

to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved;

- (b) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The “Commission”);
- (c) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers’ representative and vendor of Contractor’s commitments under Sections 4a-60 and 4a-60a of the *Connecticut General Statutes* and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) Contractor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes* and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the *Connecticut General Statutes*; and
- (e) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the *Connecticut General Statutes*. If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

8.2 Entire Agreement

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

8.3 Governing Law

This Agreement shall be governed by, and construed, interpreted and enforced 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.

8.4 Assignment

This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party or such assignment shall be void.

8.5 No Waiver

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this Agreement shall affect the right of CRRA or Contractor thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

8.6 Modification

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.

8.7 Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return receipt requested postage prepaid or overnight express mail service to the pertinent address below.

(a) If to CRRA:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: Senior Environmental Engineer

With a copy to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: President

(a) If to Contractor:

Attention: _____

8.8 Binding Effect

This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

8.9 Severability

CRRA and Contractor hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

8.10 Small Contractor Application

At the request of CRRA and if Contractor qualifies, Contractor shall apply to 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*.

8.11 Whistleblower Protection

If any officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of *Connecticut General Statutes* Section 4-61dd, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and direct offense. The Contractor shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of *Connecticut General Statutes* Section 4-61dd relating to large state Contractors.

8.12 Counterparts

This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

8.13 Campaign Contribution And Solicitation Prohibitions

For all State 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 expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state cam-

paign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See **Exhibit E** [SEEC Form 11].

8.14 Affidavit Concerning Nondiscrimination

At the time the Contractor submitted its Bid to CRRA, it simultaneously executed a document entitled Affidavit Concerning Nondiscrimination and said document is attached hereto and made a part of this Agreement as **Exhibit F**.

8.15 Affidavit Concerning Consulting Fees

At the time of Contractor's execution of this Agreement, Contractor simultaneously executed a document entitled Affidavit Concerning Consulting Fees and said document is attached hereto and made a part of this Agreement as **Exhibit G**.

8.16 Contractor's Certification Concerning Gifts

At the time of Contractor's execution of this Agreement, Contractor simultaneously executed a document entitled Contractor's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit H**.

8.17 President's Certification Concerning Gifts

At the time of the President of CRRA's execution of this Agreement, the President of CRRA simultaneously executed a document entitled President's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit I**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

CONTRACTOR

By: _____
Its
Duly Authorized

EXHIBIT A

SCOPE OF SERVICES

OPERATION AND MAINTENANCE OF A LANDFILL GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION - ELLINGTON LANDFILL

INTRODUCTION

The CRRA Ellington Landfill is located on Route 140 (Sadds Mill Road) in Ellington, Connecticut. The Landfill no longer accepts refuse or other wastes for disposal and is now closed. The CRRA operates a landfill gas collection system and thermal oxidizer station at the Landfill to withdraw gas from the Landfill in order to control odor emissions and to prevent gas migration from the Landfill to adjacent properties.

The landfill gas collection system currently consists of five perimeter gas collection wells and ten central gas collection wells connected via common header to a thermal oxidizer station located at the northeastern corner of the Landfill property. The location of the various system components is depicted on the site plan included in **Attachment 1**.

A historic perimeter gas collection system exists but is currently inactive with the exception of the five wells connected via the common header. Forty-one perimeter wells are connected to a separate header system which runs to the thermal oxidizer station. This system is off-line and is expected to remain that way for the foreseeable future. Therefore, the Contractor should base its pricing on operating and maintaining only the fifteen landfill gas collection wells (five perimeter and 10 central) currently connected to the oxidizer station. Utilizing all available gas collection system infrastructure, Contractor shall, at all times, maintain levels of methane present in the soil beyond the property line, or in any on-site or off-site structures below all applicable regulatory limits.

Gas yields are of low quality, averaging 20% methane (CH₄) at a flow rate of approximately 70 scfm. However, CRRA does not make any expressed or implied guarantees or warranties as to the performance of either the perimeter or central gas collection systems, the rates of gas extraction required from the perimeter or central well systems required to control gas migration, or the methane content of any of the landfill gas collected from either system.

The thermal oxidizer station consists of a thermal oxidizer unit manufactured by Callidus, Inc. Detailed specifications and the operations and maintenance plan for the thermal oxidizer station is available for review at CRRA's offices on request. Contractor shall, at all times, operate the thermal oxidizer in accordance with all manufacturer's operational and maintenance recommendations and in accordance with all applicable permits, regulations and requirements as may pertain to the operation of the oxidizer. Contractor shall perform the operation and

maintenance services for the landfill gas collection system(s) and thermal oxidizer at the Ellington Landfill as detailed below.

CONTRACTOR'S GENERAL RESPONSIBILITIES

1. Contractor shall be familiar with all applicable regulations, statutes, orders, permits and any other requirements to which the facility is subject and shall have responsibility for maintaining continuous compliance with all applicable environmental and operational requirements. This includes preparation and submission, as directed by CRRA, of all communication with regulatory agencies and all other activities required to maintain compliance. Contractor shall be familiar with all pertinent documents including, but not limited to **Ellington Landfill Gas Control System Operation and Maintenance Manual Volumes I and II** by Energy Tactics, the **Permit To Construct and Operate a Stationary Source (No. 0002)** by CTDEP Bureau of Air Management (included herein as **Attachment 8**), and the **Ellington Landfill Gas Monitoring Plan** by Malcolm Pirnie.
2. Contractor shall assign and keep for the System at all times during the term of this Agreement a competent on-call Project Manager, who shall not be replaced without prior written notice to CRRA. The Project Manager shall be Contractor's representative at the Landfill and shall have authority to act on behalf of Contractor. All communications given to the Project Manager by CRRA or its agents shall be as binding as if given to Contractor.
3. Contractor shall provide, suitably qualified personnel to perform the Services as required by this Agreement. Contractor shall at all times maintain good discipline and order at the site.
4. Except in connection with the safety or protection of persons, the System or property at the site or adjacent thereto, all Services performed at the site shall be performed during the Landfill's regular business hours, and Contractor shall not permit overtime work or the performance of Services on Saturday, Sunday or any legal holiday without CRRA's prior written consent.
5. During the term of this Agreement, Contractor shall keep the Property free from accumulations of waste materials, rubbish and other debris resulting from Contractor's performance of the Services.
6. Contractor shall update as necessary all forms used for the collection and compilation of data.

CONTRACTOR'S SPECIFIC RESPONSIBILITIES

Tasks 1 through 7 describe the Contractor's specific responsibilities under this contract. The exclusion of any applicable environmental or operational requirements from these Tasks does not relieve the Contractor of its responsibility to comply with such requirements.

Task 1 Landfill Gas Collection System Operations and Maintenance – Routine Services

Contractor shall, not less than twice monthly, unless otherwise indicated provide routine operations, monitoring, and maintenance services to the perimeter and central gas collection well fields and header systems as outlined herein and in the **Ellington Landfill Gas Control System Operation and Maintenance Manual, Volumes I and II, dated November 1993 by Energy Tactics, Inc.** The routine monitoring will focus on obtaining operational data to include: landfill gas flow, temperature, static pressure, gas composition (CH₄, CO₂, O₂, and balance of gas as N₂) and wellhead gas control valve position. Contractor shall inspect the components and operation of the well fields and header systems and perform preventative maintenance tasks as needed. Contractor shall determine any needed repairs, replacements and modifications necessary to the proper operation and performance of the well field and header systems and promptly report these items, in writing, to CRRA as part of the required progress reports. CRRA will direct Contractor to perform such work at CRRA's discretion. This task includes the following activities:

Task 1.1 Routine Well Field Inspections and Adjustments

Contractor shall, not less than twice monthly, monitor each of the operating gas extraction wells on the perimeter and central gas collection systems to determine and adjust gas extraction rates, vacuum, methane concentration and other parameters to assure optimum performance of the well fields. At each wellhead, Contractor shall record:

- Valve position adjustment, if any
- Gas quality (methane, carbon dioxide, oxygen, balance gas)
- Wellhead static pressure
- Velocity pressure and/or gas flowrate
- Gas temperature
- System pressure

The goal is to balance the rates of flow from the wells to optimize gas quality to the oxidizer and prevent off-site gas migration and to control odor emissions from the landfill, in accordance with all applicable regulatory standards and permits. The Contractor shall be the party solely responsible for assuring that gas migration from the landfill does not extend beyond the property limits in concentrations in excess of 100% of the LEL and assuring that landfill gas does not accumulate in on-site buildings and structures at concentrations exceeding 25% LEL. Contractor shall also be responsible for assuring that gas emissions from the landfill are controlled such that landfill gas odors do not create a nuisance to adjacent property owners.

Contractor shall, not less than twice monthly, inspect all LFG system components of the central and perimeter well systems. Contractor shall observe the condition of all aboveground piping, including header lines, laterals, wellheads and flexible connections and perform any needed repairs. Wellhead components should be checked, including monitoring ports, valves, dust caps and thermometers. Contractor

shall inspect the area surrounding all wellheads noting settlement, ponding of water, and surface conditions such as distressed vegetation.

The following tasks should be performed not less than twice monthly and in the order given since adjustments to the collection system may warrant adjustments of the thermal oxidizer. Contractor shall document all well adjustments and data collected on the forms included in **Attachments 2 and 3**.

- a. Verify that the thermal oxidizer is operating correctly; if not, refer to Section 3.2.2 of the O&M manual.
- b. Read and record, at each operating **perimeter** well (currently wells 37, 38, 39, 40, and 41), vacuum, % CH₄, %O₂, % Balance Gas, and an approximate measurement of the valve setting (it is useful to have a copy of the previous well readings with which to compare the latest readings).
- c. The target value for CH₄ in the perimeter wells is 0%. some wells may show much greater methane content during a 'cold' start. Adjust the wells as follows to reach the desired objective.
 - If the % CH₄ at a well is greater than 10%, increase the vacuum at that well by 10%. If the previous CH₄ reading was also greater than 10%, and an adjustment was made at that time, increase the vacuum by 20%.
 - If the % CH₄ is between 2 and 10%, leave the valve setting as is.
 - If the % CH₄ is lower than 2%, decrease the vacuum at the well by 10%. If the previous CH₄ reading was also lower than 2%, and an adjustment was made at that time, decrease the vacuum by 20%.
 - Make a note of any adjustments made and the valve setting as left. Adjustments at any given well normally involve compensating adjustments to others in order to maintain flow and keep the methane concentration at the thermal oxidizer within limits.
- d. Read and record, at each **central** well, vacuum, % CH₄, %O₂, % Balance Gas, Temperature, and an approximate measurement of the valve setting (as with the perimeter wells, it is useful to have a copy of the previous well readings with which to compare the latest readings).
- e. The target value for CH₄ in the central wells is 50%. Make adjustments to the central well valve settings according to the following criteria:
 - If the % CH₄ at a well is greater than 55%, increase the

vacuum at that well by 10%. If the previous CH₄ reading was also greater than 55%, and an adjustment was made at that time, increase the vacuum by 20%.

- If the % CH₄ is between 45 and 55%, leave the value setting as is,
- If the % CH₄ is lower than 45%, decrease the vacuum at the well by 10%. If the previous CH₄ reading was also lower than 45%, and an adjustment was made at that time, decrease the vacuum by 20%.
- Make a note of any adjustments made and the valve setting as left.

Task 1.2 Routine Header System Inspections and Adjustments

Contractor shall monitor, not less than twice monthly, the condition and performance of all header systems, operating valves, etc. and make all adjustments, together with appropriate well field adjustments, in order to optimize gas quality to the oxidizer and prevent off-site gas migration.

Task 1.3 Routine Maintenance

Contractor shall complete any routine maintenance to the system as needed to assure optimum system performance at all times.

Task 2 Thermal Oxidizer Station Operations and Maintenance – Routine Services

The thermal oxidizer station includes the equipment needed to provide vacuum to the collection systems to convey LFG from the wellfield to the thermal oxidizer for destruction. This equipment must be monitored and maintained in proper operating condition.

Contractor shall operate and maintain the thermal oxidizer station to assure complete combustion of all landfill gas per all applicable operating and environmental requirements, including, but not limited to regulations, permits, orders, statutes, etc. as well as per accepted best combustion practices and as described in the Operations and Maintenance Manual. The Operations and Maintenance Manual for the thermal oxidizer and all related components (including, thermal oxidizer, blowers, valves and actuators, electrical components and controls, filter systems, etc.) shall be provided to Contractor. At no time during the operation of the thermal oxidizer station shall Contractor allow the oxidizer to be non-operational for a period of more than 4 hours without notification of CRRA.

The control system for the thermal oxidizer requires careful attention in order for the system to operate as intended. The thermal oxidizer can operate with a broad range of gas flows, but may require adjustments as those flows vary over time. It is therefore vitally

important that a routine is followed whereby the collection system and thermal oxidizer are monitored and adjusted to meet the operational requirements specified in the O&M Manual and compensate for variations in ambient conditions, particularly changes in season.

Contractor shall monitor the thermal oxidizer station twice per month. Contractor shall inspect all piping and station components, perform any required repairs or maintenance, and record the time, length and reason for any system downtime. Contractor shall perform and document all maintenance activities on the thermal oxidizer station at the frequency set forth in **Attachment 4**. These routine operational and maintenance activities shall include the following:

- a. Check pens and paper supply in chart recorders; replace if the Paper will run out before the next planned visit;
- b. Clean system components as needed;
- c. Lubricate system components as needed;
- d. Inspect, tighten, repair or replace fittings, gauges, pipe connectors and tubing connectors as needed;
- e. Record the level of condensate in the tanks (record on **Attachment 3**), remove condensate as needed;
- f. Examine all piping, tubing, flexible well connector tubing and ductwork for signs of leaks, warping or heat damage, repair or replace as needed;
- g. Examine gas and combustion air blowers for leakage, excessive vibration, bearing noise, etc., make repairs as needed;
- h. Check operation of knockout tank heaters and drain pipe heat tracing, monthly, from October through March. Repair as needed;
- i. Check that pressure/vacuum lines to the magnehelics and flow pressure transducers are clear;
- j. Check combustion air inlet filters for contamination; clean or replace when pressure drop exceeds 1.0 inch W.C.;
- k. Check supply of propane, order as needed and record;
- l. Check stack guy wire tension; tighten as necessary;
- m. Remove and clean or replace flame arrestors when differential pressure exceeds 2" W.C.;
- n. Check drive belts on connection air blower, tighten and replace as indicated;
- o. Grease electric motor bearings (3 blowers and Ronk rotary phase converter) every month;
- p. Clean flame scanner and sight ports every month; and
- q. Verify operation of autodialer system every six months and update system contact list as necessary.

The following parameters will be observed and recorded on **Attachment 5** as appropriate. The information will be gathered at the individual components and at the station control panel.

General

- Date and Time
- Weather Conditions and barometric pressure
- Monitoring personnel

Header Inlet (Central and Perimeter Systems)

- Inlet vacuum
- Gas Quality (methane, carbon dioxide, oxygen and balance gas)
- Gas Flow rates
- Valve Settings
- Demister/filter pressure differential

Blowers (Central and Perimeter Systems)

- Blower status and amperage
- Discharge valve settings
- Blower Inlet Pressure
- Blower Outlet Pressure
- Blower Bearing Temperature
- Inlet and outlet gas temperatures

Thermal Oxidizer Station

- Central gas manual valve settings
- Combustion air actuating manual valve setting
- Combustion temperature
- Stack oxygen percentage
- Flame arrestor DP (central and perimeter systems)

Condensate removal and disposal, waste oil removal and disposal, and pilot fuel procurement shall be the responsibility of the Contractor. The cost of these three items shall not be included in the Contractor's bid. Instead, the cost of these three items will be paid by the Contractor and passed through to CRRA without any markup. CRRA reserves the right to negotiate with any suitable third party to perform these services for the Contractor.

Note: Perimeter blower is currently off-line. Record as off-line until blower is removed or operates again.

Task 3 On-Site and Off-Site Landfill Gas Migration Monitoring

Contractor shall perform on and off-site perimeter and structure landfill gas migration monitoring as outlined herein and further detailed in the Ellington Landfill Gas Monitoring Plan by Malcolm Pirnie, April 2000.

Task 3.1 Perimeter Gas Probe Monitoring

Contractor shall perform routine on-site landfill gas migration monitoring at 18 locations. These locations consist of a series of permanently installed gas monitoring probes constructed along the perimeter of the landfill.

Contractor will monitor and inspect the perimeter gas monitoring probes twice-monthly and visually inspect each gas probe and note any damage. Damage must be reported to CRRA and repaired as soon as possible. Contractor will test each monitoring probe for methane (%LEL) using a suitable, properly calibrated instrument. Results of twice-monthly inspections and testing will be recorded on the form included in **Attachment 6**. In the event that landfill gas is detected in any of the compliance gas probes above 100%LEL, Contractor shall immediately notify CRRA and perform off-site monitoring as outlined below.

Task 3.2 On-Site Structure Monitoring

Contractor shall perform routine on site structure monitoring at all on-site structures twice per month. Contractor shall inspect to ensure proper operation of all continuous structure monitors (currently in scale house and office) during each monitoring event. Contractor shall test each structure for methane (%LEL) using a suitable, properly calibrated instrument. Results of twice-monthly inspections and testing will be recorded on the form included in **Attachment 6**. **In the event that landfill gas is detected in any structure above 25%LEL, Contractor shall immediately notify CRRA and implement the Contingency Plan detailed in Section 5.2 of the Ellington Landfill Gas Monitoring Plan by Malcolm Pirnie, April 2000** and perform off-site monitoring as outlined below.

Contractor shall be responsible for all costs associated with the proper maintenance and calibration of all on-site continuous methane monitors according to the manufacturer's specifications.

Task 3.3 Off-Site Gas Monitoring (if required)

In the event that landfill gas is detected in any compliance soil gas probe above 100%LEL, or in any on-site structure above 25%LEL, Contractor shall immediately notify CRRA and implement the Contingency Plan detailed in Section 5.2 of the Ellington Landfill Gas Monitoring Plan by Malcolm Pirnie, April 2000. Contractor shall perform off-site monitoring as detailed below and document the monitoring on the form included in **Attachment 7**.

Using a bar punch or similar tool, the technician will install temporary probes a minimum of every 100 feet or as needed to identify the area affected by the migrating landfill gas. The bar punch will be driven to a depth of at least 36 inches. Soil gas will be tested in each probe using a suitable, properly calibrated and maintained instrument. In addition to soil gas probes, Contractor shall test all potential receiving structures in the vicinity of the migration incident including but

not limited to, houses, drainage pipes and catch basins, utility conduits, underground structures, etc. Each soil gas probe and structure will be tested for a minimum of two minutes, or until the gas reading stabilizes.

Contractor shall notify CRRA immediately if any methane is detected in any bar punch probe or structure. Additional bar punch probes will be installed and tested as needed to determine the extent of the LFG migration. The four perimeter collection wells nearest the indicating bar punch probe(s) or structure(s) will be adjusted to increase the vacuum and rate of gas extraction at each well to intercept the migrating gas, and the Contractor will notify CRRA immediately. The indicating bar punch probes and structures, and perimeter collection wells will be monitored daily until the LFG migration is controlled.

Task 4 Non-Routine and Emergency Operation and Maintenance Services

From time to time, Contractor may be required to perform non-routine operation and maintenance services or respond to emergency call-out by the system autodialer(s) or CRRA. All non-routine services (those services that are in addition to those outlined in the Scope of Work and Operations Plan) shall be performed when directed to do so by CRRA. Contractor shall not perform any non-routine operation or maintenance services (except emergency services) without prior written approval from CRRA. Contractor shall immediately respond to any call out for emergency services when required to do so in response to a call out by the autodialer(s) or as directed by CRRA. Invoicing for non-routine and emergency services shall be per the unit rates and fees as outlined in the Contract Documents.

Task 4.1 Scheduled Maintenance

Non-routine activities include unique work tasks that are aimed at improving the System's performance and increasing the quantity and quality of the landfill gas delivered to the catalytic thermal oxidizer. These work tasks will be developed from the recommendations of the monthly status reports as required above and discussions between CRRA and the Contractor's Project Manager. This work will be reviewed and prioritized jointly by both parties. Contractor will undertake the work efforts as required, but only after receiving written authorization from CRRA to proceed.

The Non-routine work will include, but is not limited to; removal, shipping, and reinstallation of system components that require off-site servicing; and repair and/or replacement of any damaged components of the System that Contractor is not otherwise obligated to repair and replace pursuant to the Routine Services.

These services are essential for proper System operation; however, such services can be scheduled to allow for procurement of materials, equipment, scheduling of personnel, etc.

Task 4.2 Unscheduled Emergency Services

Contractor will respond to emergency situations, as determined by on-site personnel, seven (7) days a week within twenty four (24) hours from the time of notification of the situation by Ellington on-site personnel or call-out device. Contractor will work with CRRA to develop site-specific call out and personnel contact procedures required to implement these emergency services.

Emergency services include events that require immediate response, including, but not limited to the following:

- power outage
- emergency call-out by CRRA;
- emergency call-out by autodialer system
- repair of main header line break. (resulting in disrupted gas flow to the Blower Station)
- significantly reduced flow rate, and
- surging vacuum
- flameouts

Task 5 Materials and Spare Parts Inventory

1. Contractor shall be responsible for procuring all materials and equipment necessary for the execution, performance and completion of the Services hereunder.
2. All materials and equipment shall be of good quality and new. If required by CRRA, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.
3. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor.
4. Contractor shall confine the storage of materials and equipment and the operations of workmen to areas designated by CRRA.
5. Contractor shall, at all times, maintain the spare parts inventory(s) including, but not limited to the following:

Wellfield Components

- Header piping, fittings, and repair couplings
- Lateral piping, fittings and repair couplings
- Replacement wellheads
- Replacement wellhead components such as valves, thermometers, monitoring ports, pitot tubes or orifice plates and flexible connectors

Thermal Oxidizer Station Components

- Flame Scanner and related parts
- Thermocouple assemblies
- Spark plug/igniter insulators, as applicable
- Panel lights
- Pressure and vacuum gauges
- Blower grease and other lubricants, as needed
- Blower bearing kits, as applicable
- Filters and flame arrestors
- Tubing, flexible connectors and clamps

All spare parts purchased by Contractor shall be invoiced to CRRA in accordance with the Contract Documents. In addition to an on-site spare parts inventory, Contractor shall also establish a plan, per the requirements as outlined in the Operations Plan, whereby Contractor shall establish, and identify in his bid, a ready source of standby equipment, power source(s), etc. to assure operation of the system(s) in the event of unforeseen system outages, power failures and the like. **This plan will be prepared for CRRA review and approval and shall be part of the Contractor's bid submittal.**

Task 6 Reporting Requirements

Contractor will provide any and all operating and monitoring data to CRRA upon request. The Contractor will notify CRRA if any monitoring results exceed any applicable limit, or as otherwise required herein, or if there are any control system upsets or downtime, within one hour of Contractor's detection of a reportable event.

A central logbook will be maintained on-site in the storage building at the thermal oxidizer station. All monitoring data and maintenance records will be inserted into the logbook on an on-going basis. The logbook will be available for review by CRRA and regulatory agency personnel at all times.

The Contractor will also maintain a computerized database of all monitoring and maintenance records. The database will facilitate recordkeeping, documentation of maintenance and tracking of long-term trends in performance. Copies of the database in an electronic format will be provided to CRRA upon request.

A Monthly status report will be prepared and sent to CRRA that recaps the data collected, action taken and/or repairs made. The monthly report shall contain all information required by permit, order, statute, regulation, and as described herein including, but not limited to all data collected pursuant to this scope of work. The report will summarize all inspections and maintenance items performed and a summary of system downtime and operational problems. Data collected will be analyzed monthly to determine methane and flow trends. Recommendations for changes to the system's operations and monitoring program will be included in the monthly status reports. The monthly report shall be compiled and submitted to CRRA within 10 days of the end of the month. Immediately upon Award of Contract, Contractor shall prepare and submit to CRRA, for review and approval, a draft outline of

the monthly summary report. Contractor shall maintain copies of all monthly reports on-site.

Task 7 Emergency Contingency Plans and Notification

The Contractor will provide and maintain qualified operating personnel within reasonable proximity to the Landfill to provide 24-hour availability and timely response to system failures, shutdowns, emergencies, alarms, or other problems.

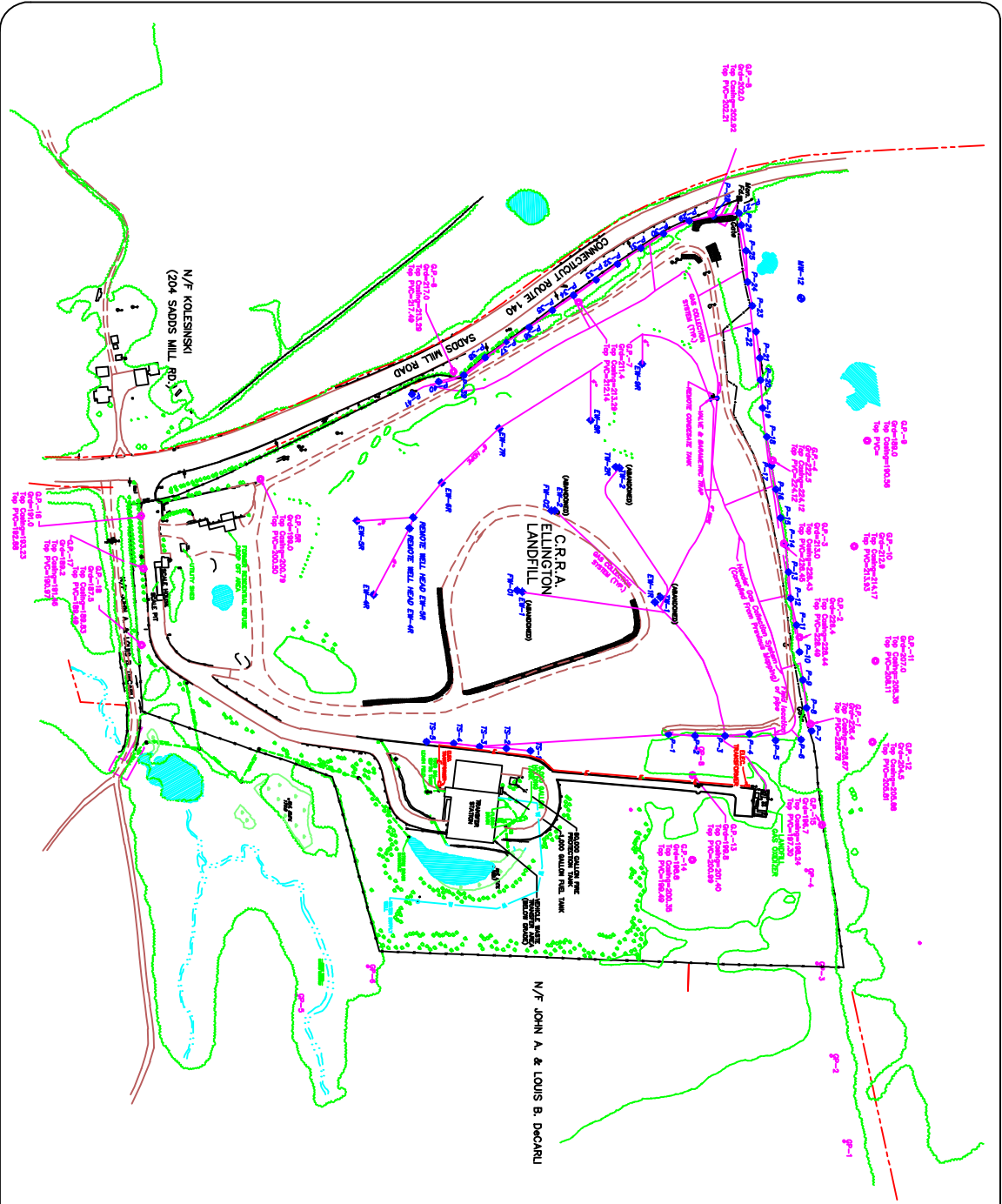
In the event of a system malfunction, the Contractor will immediately notify CRRA.

The thermal oxidizer station is equipped with an emergency alarm and an automatic dialer system. An alarm condition will occur at any time that the thermal oxidizer, blowers, or other equipment experiences an outage and ceases to operate for any reason. Upon notification of an alarm condition at the thermal oxidizer station, the Contractor will respond by dispatching qualified operating personnel to the landfill within **twenty four hours**. Contractor shall notify CRRA immediately when an outage occurs and in the event that Contractor personnel cannot be immediately dispatched to the site for any reason whatsoever. The Contractor will immediately make repairs to the thermal oxidizer station and/or gas collection system. If the needed repairs necessitate the thermal oxidizer station to be non-operational for an extended period of time (more than eight hours), the Contractor will immediately notify CRRA.

ATTACHMENT 1

SITE PLAN

FIGURE 1
 SITE PLAN
 LFG COLLECTION AND CONTROL SYSTEM



- LEGEND**
- GAS MONITORING POINT
 - ◆ LANDFILL GAS EXTRACTION WELL
 - WETLAND (WATER)
 - TREES
 - TREES LINE
 - UTILITY POLE
 - UNDERGROUND ELECTRIC
 - UNDERGROUND WATER
 - WATER SURFACE
 - CONCRETE MONUMENT FOUND
 - WIRE FENCE
 - CHAIN LINK FENCE
 - PROPERTY/BIED/STREET LINE

ELLINGTON LANDFILL CONN. ROUTE 140 SADD'S MILL ROAD ELLINGTON, CONNECTICUT	
NORTH 	SCALE IN FEET
DATE 5/7/01	FIGURE 1 DWG NO. 120902

ATTACHMENT 2, CONTINUED

Well Head Data, Continued

Well	%CH4	%CO2	%O2	Balance	Static Pressure	Differential Pressure	Temperature	Flow (scfm)	Valve Position
P-20									
P-19									
P-18									
P-17									
P-16									
P-15									
P-14									
P-13									
P-12									
P-11									
P-10									
P-9									
P-8									
P-7									
P-6									
P-5									
P-4									
P-3									
P-2									
P-1									

Note: Only wells 37, 38, 39, 40, 41 are active as of March 24, 2013

ATTACHMENT 2, CONTINUED

Well Head Data, Continued

Well	%CH4	%CO2	%O2	Balance	Static Pressure	Differential Pressure	Temperature	Flow (scfm)	Valve Position
P-20									
P-19									
P-18									
P-17									
P-16									
P-15									
P-14									
P-13									
P-12									
P-11									
P-10									
P-9									
P-8									
P-7									
P-6									
P-5									
P-4									
P-3									
P-2									
P-1									

Note: Only wells 37, 38, 39, 40, 41 are active as of March 24, 2013

ATTACHMENT 3 ELLINGTON LANDFILL CENTRAL WELLFIELD MONITORING AND CONDENSATE STORAGE TANK MONITORING

Technician: _____ Date: _____

Start Time: _____ Finish Time: _____

Weather Conditions

Weather:	Temperature:	Pressure:
----------	--------------	-----------

Monitoring Equipment

Gas Meter:	Serial Number:
Date Last Calibrated:	Calibration Gas Used:

Well Head Data

Well	%CH4	%CO2	%O2	Balance	Static Pressure	Differential Pressure	Temperature	Flow (scfm)	Valve Position
EW-1R									
EW-4R									
EW-5R									
EW-6R									
EW-7R									
EW-8R									
EW-9R									
FW-02									
FW-01									
TW-2R									

Condensate Tank Data

Tank	Size (Gal)	Depth of Liquid	Gallons	Last Pumped
Flare Sta.	3,000			
Remote 1	1,000			
Remote 2	600			

ATTACHMENT 4
ELLINGTON LANDFILL THERMAL OXIDIZER STATION
ROUTINE MAINTENANCE SCHEDULE/LOG

Technician: _____ Date of Service: _____

Type of Service (circle all that apply): Semi Monthly, Monthly, Semi Annually, Annually

Component	Frequency of Service				
	(highlighted boxes indicate required frequency of service; check box to confirm service completed)				
	Semi Monthly (Twice Per Month)	Monthly (Each Month)	Semi-Annually (Twice Per Year, Jul. and Jan.)	Annually (Each Year, July)	As Needed
Condensate Knockout					
Check Liquid Level					
Drain Liquid					
Inspect Internal Coating and Gasket					
Check Filters/Differential Pressures					
Replace Central Filter					
Replace Perimeter Filter					
Tighten Cover Bolts					
Check Drain Piping					
Check Heat Tracing (October - March)					
Automatic Valves					
Inspect Quench Air Intake Valve					
Operate Perimeter Vent Valve					
Operate Perimeter Header Valve					
Operate Central Header Valve					
Landfill Gas Blowers					
Inspect Foundation and Mounting					
Check Blower Amperage					
Check Blower Housing					
Check Motor Operation					
Check Piping and Fittings					
Check Bearing Temperature					
Check Bearing Noise					
Check Vibration Level					
Check for Leaks					
Inspect Couplings					
Check Motor Ventilation Openings					
Check Wire Connections					
Drain Liquid From Blower Housing					
Lubricate Blowers					

ROUTINE MAINTENANCE SCHEDULE/LOG CONTINUED

Technician: _____ Date of Service: _____

Component	Frequency of Service (highlighted boxes indicate required frequency of service; check box to confirm service completed)				
	Semi Monthly (Twice Per Month)	Monthly (Each Month)	Semi-Annually (Twice Per Year, Jul. and Jan.)	Annually (Each Year, July)	As Needed
Piping					
Check Valves for Proper Operation					
Tighten Flange Bolts					
Check Flange Gaskets for Leaks					
Inspect Condition of Expansion Joints					
Check For Leaks, Warping					
Phase Converter					
Check Bearing Noise					
Lubricate Bearings					
Flame Arrestor					
Clean Arrestor Element Per Manufact.					
Check Pressure Drop Across Element					
Propane System					
Check Propane Supply					
Order Propane					
Check Propane Supply Pressure					
Check Solenoid Manual Override					
Clean Solenoid Valve					
Clean Pressure Regulator Vent					
Check Connections For Leaks					
Flare Control Panel					
Clean & Maintain Instruments Per Man.					
Replace Circular Chart Paper					
Replace Circular Chart Pen Tips					
Check Enclosure For Moisture					
Check Wire Connections					
Test Panel Lights/Alarms					

ROUTINE MAINTENANCE SCHEDULE/LOG CONTINUED

Technician: _____ Date of Service: _____

Component	Frequency of Service				
	(highlighted boxes indicate required frequency of service; check box to confirm service completed)				
	Semi Monthly (Twice Per Month)	Monthly (Each Month)	Semi-Annually (Twice Per Year, Jul. and Jan.)	Annually (Each Year, July)	As Needed
Flare Control Panel (Continued)					
Verify Emergency Shutdown					
Verify Auto Restart					
Inspect And Clean Magnahelics					
Clean Flow Pressure Transducers					
Check and Clean Thermocouples					
Replace Inlet Thermocouple					
Replace Outlet Chart Thermocouple					
Replace Second Outlet Thermocouple					
Quench Air System					
Inspect and Clean Air Intake Filter					
Replace Air Intake Filter					
Check Belts					
Replace Belts					
Calibrate Inlet Control Valve Positioner					
Thermal Oxidizer					
Inspect Site Glass					
Clean Site Glass					
Verify Temp. Within Permitted Range					
Inspect Refractory Lining					
Clean Flame Scanner(s)					
Check/Adjust Stack Guy Wire Tension					
Air Compressor					
Check Oil					
Change Oil					
Schedule Waste Oil Pickup					
Condensate Tanks					
Record Liquid Level In Each Tank					
Schedule Condensate Removal					
Autodialer					
Verify Operation/Test System					
Update/Re-Program Contact List					

ATTACHMENT 5
ELLINGTON LANDFILL GAS CONTROL SYSTEM
THERMAL OXIDIZER STATION FIELD DATA FORM

Technician: _____ Date: _____

Start Time: _____ Finish Time: _____

Weather Conditions

Weather:	Temperature:	Pressure:
----------	--------------	-----------

Monitoring Equipment

Gas Meter:	Serial Number:
Date Last Calibrated:	Calibration Gas Used:

Thermal Oxidizer Data

Inlet Temperature:	Combustion Outlet Temperature:
Temperature Set Point:	Combustion Oxygen Concentration:
Combustion Air Manual Valve Setting:	

Gas Flow Data

Parameter	Central Header	Perimeter Header
Methane %		
Carbon Dioxide %		
Oxygen %		
Balance Gas %		
Gas Temperature (degrees F)		
Flow Rate (SCFM)		
Header Pressure (inches H ₂ O)		
Filter Differential Pressure (inches H ₂ O)		
Blower Inlet Pressure (inches H ₂ O)		
Blower Outlet Pressure (inches H ₂ O)		
Discharge Valve Position (% open)		
Flame Arrestor Differential Pressure (inches H ₂ O)		
Perimeter Blower in Vent Position (yes or no)		

Comments

ATTACHMENT 6 ELLINGTON LANDFILL ON-SITE STRUCTURE AND PERIMETER GAS PROBE MONITORING FORM

Technician: _____ Date: _____

Start Time: _____ Finish Time: _____

Weather Conditions

Weather: _____ Temperature: _____ Pressure: _____

Hand-Held Monitoring Equipment

Gas Meter: _____ Serial Number: _____

Date Last Calibrated: _____ Calibration Gas Used: _____

ON SITE STRUCTURES

Structure	Monitoring Location (Floor, Ceiling, etc)	Time of Reading	Reading on Hand-Held %LEL/%CH ₄	Reading on Continuous Monitor %LEL/%CH ₄	Date Continuous Monitor Last Calibrated
Scale House					
Scale Pit					NA
Transfer Sta. Office					
Tipping Floor					NA
Trailer Loadout Area					NA
Shed At Flare					NA
Former Res. Dropoff					NA

PERIMETER MONITORING PROBES

Probe	Reading on Hand-Held %LEL/%CH ₄	Time of Reading	Comments, Odors, Stressed Vegetation, etc.
GP-1			not a compliane probe, for information only
GP-2			not a compliane probe, for information only
GP-3			not a compliane probe, for information only
GP-4			not a compliane probe, for information only
GP-5			
GP-6			
GP-7			
GP-7			
GP-9			
GP-10			
GP-11			
GP-12			
GP-13			
GP-14			
GP-15			
GP-16			
GP-17			
GP-18			

ATTACHMENT 7
ELLINGTON LANDFILL OFF-SITE GAS SURVEY FORM*

Technician: _____ Date: _____

Start Time: _____ Finish Time: _____

Weather Conditions

Weather:	Temperature:	Pressure:
----------	--------------	-----------

Monitoring Equipment

Gas Meter:	Serial Number:
Date Last Calibrated:	Calibration Gas Used:

Contingency Monitoring Points (Bar Punch Holes, Structures, etc)

Monitoring Point Description	Location	CH ₄ %/LEL%	Comments

* To be used when gas is detected above 25%LEL in any On-Site Structure or 100% LEL in any Perimeter Compliance Monitoring Probe as part of contingency monitoring program outlined in gas Monitoring Plan by Malcolm Pirnie, Inc. April 2000 and as may be fur

ATTACHMENT 8

Permit To Construct and Operate a Stationary Source
No. 00002



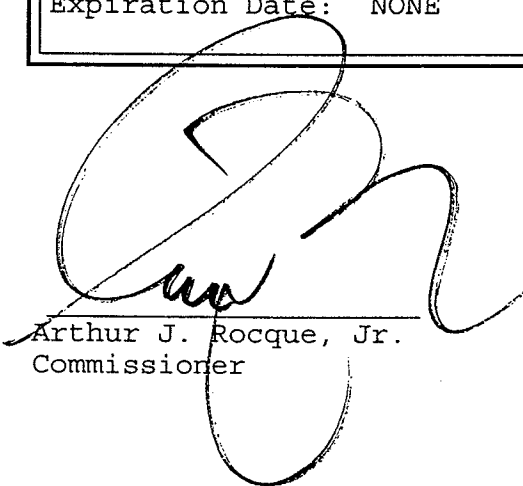
STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

NEW SOURCE REVIEW PERMIT
TO CONSTRUCT AND OPERATE
A STATIONARY SOURCE

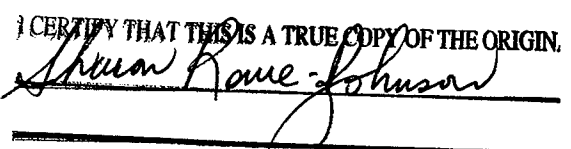
Issued pursuant to Title 22a of the Connecticut General Statutes and Section 22a-174-3a of the Regulations of Connecticut State Agencies.

Owner/Operator:	Connecticut Resources Recovery Authority/Ellington Landfill
Address:	100 Constitution Plaza, 17 th Floor, Hartford, CT 06103
Equipment Location:	Sadds Mill Road, Ellington, CT 06029
Equipment Description:	Callidus Technologies T-9008-28178 Landfill Gas Incinerator

Permit Number:	0002
Town/Premises Numbers:	058/0027
Original Permit Issue Date:	1/20/2000
Revision/Modification Issue Date:	08/18/2004
Expiration Date:	NONE


Arthur J. Rocque, Jr.
Commissioner

8/18/04
Date

I CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL.


ORIGINAL

PERMIT FOR FUEL BURNING EQUIPMENT

**STATE OF CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT**

The conditions on all pages of this permit and attached appendices shall be verified at all times except those noted as design specifications. Design specifications need not be verified on a continuous basis; however, if requested by the Commissioner, demonstration of compliance shall be shown.

PART I. OPERATIONAL CONDITIONS

A. Fuel and Process Gas

1. Fuel Type: Central Landfill Gas, Lower Heating Value = 500 BTU/scf
2. Maximum Fuel Flow Rate: 312 SCFM
3. Maximum Fuel Firing Rate: 9.36 MMBTU/hr
4. Process Gas Type: Perimeter Landfill Gas
5. Maximum Process Gas Feed Rate: 2500 scfm
6. Operating Hours: 8760 hours per year

B. Incinerator

1. Design Combustion Temperature: 1600°F
2. Allowable Combustion Temperature Range: Min. 1200°F - Max. 1800°F
3. Minimum Residence Time: 0.5 seconds
4. Minimum Destruction Efficiency: 99.0% of non-methane organic compounds (NMOCs)

C. Stack Info

1. Minimum Exhaust Gas Flow Rate at Maximum Rated Capacity: 15,586 acfm
2. Minimum Stack Height: 30 feet above grade
3. Minimum Distance from stack to closest property line: 120 feet

PART II. CONTINUOUS EMISSION MONITORING REQUIREMENTS AND ASSOCIATED EMISSION LIMITS

CEM shall not be required for this source at this time.

FIRM NAME: Connecticut Resources Recovery Authority/Ellington Landfill
EQUIPMENT LOCATION: Sadds Mill Road, Ellington, CT 06029
EQUIPMENT DESCRIPTION (MODEL, I.D. #): Callidus Technologies T-9008-28178
Landfill Gas Incinerator

Town No: 058

Premises No: 0027

Permit No: 0002

Stack No: 01

ORIGINAL

PERMIT FOR FUEL BURNING EQUIPMENT

STATE OF CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF AIR MANAGEMENT

PART III. MONITORING, RECORD KEEPING AND REPORTING REQUIREMENTS

A. Monitoring

1. The Permittee shall calibrate, maintain and operate the following equipment according to manufacturer's specifications for monitoring and compliance purposes:
 - a. Flame scanner to detect flame failure. In the event of flame failure the valves to the incinerator and both intake gas blowers will automatically shut;
 - b. A temperature monitoring device equipped with a continuous recorder and having an accuracy of ± 1 percent of the temperature (i.e. hardcopy output) being measured expressed in degrees Celsius or $\pm 0.5^{\circ}\text{C}$, whichever is greater, to measure the combustion temperature; and
 - c. A separate flow indicator for each intake gas stream that provides a record (i.e. hardcopy output) of gas flow to the incinerator at intervals of at least every 15 minutes.
2. The Permittee shall conduct an inspection of the total enclosed flare system at a minimum of once per month. This inspection shall cover all well pipelines, the Landfill Gas Incinerator, all monitoring equipment in addition to any other associated equipment such as the electrical system and gas blowers. Any malfunctions must be corrected immediately. For purposes of this permit, a "malfunction" of any equipment is such that it constitutes a violation of:
 - a. any condition of this permit;
 - b. any applicable section of the Regulations; or
 - c. any supplied warranty, operating stipulation, or recommendation set by the manufacturers and suppliers of this enclosed collection and incineration system and accompanying equipment.

B. Record Keeping

1. The Permittee shall keep records of combustion temperatures, gas flow rates and the results of any emission testing on site at all times.
2. The Permittee shall keep the results of the monthly inspection required in Part III.A.2 of this permit as well as any changes or adjustments made to this gas collection and incineration system as a result of this inspection on site at all times.

FIRM NAME: Connecticut Resources Recovery Authority/Ellington Landfill
EQUIPMENT LOCATION: Sadds Mill Road, Ellington, CT 06029
EQUIPMENT DESCRIPTION (MODEL, I.D. #): Callidus Technologies T-9008-28178
Landfill Gas Incinerator

Town No: 058

Premises No: 0027

Permit No: 0002

Stack No: 01

ORIGINAL

PERMIT FOR FUEL BURNING EQUIPMENT

STATE OF CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

PART III. MONITORING, RECORD KEEPING AND REPORTING REQUIREMENTS, cont.

3. The Permittee shall keep records on premises indicating continual compliance with all above conditions at all times and shall make them available upon request by the Commissioner for the duration of this permit, or for the previous three (3) years, whichever is less.

PART IV. ALLOWABLE EMISSION LIMITS

The Permittee shall not exceed the emission limits stated herein at any time.

<u>Criteria Pollutants</u>	<u>lb/hr</u>	<u>PPM</u>	<u>gr/dscf</u> <u>(@12% CO₂)</u>	<u>TPY</u>
TSP/PM-10	0.506	--	0.0008	2.20
SOx	0.101	2.5	--	0.44
NOx	1.12	39.27	--	4.9
VOC	0.586	75	--	0.03
CO	2.75	150	--	12.0
Pb	0.0	0.0	--	2.20

<u>Non-Criteria Pollutants</u>	<u>lb/hr</u>	<u>ASC *</u> <u>(ug/m³)</u>
Benzene	4.7E-5	0.8
Chlorobenzene	2.3E-5	0.4
Chloroform	1.2E-5	0.2
1,3 Dichlorobenzene	2.9E-5	0.5
1,1 Dichloroethane	4.4E-4	7.5
Ethylbenzene	3.3E-4	5.7
Flourotrichloromethane	6.4E-5	1.1
Methylene Chloride	1.2E-3	20.9
Tetrachloroethane	2.9E-4	5.0
Toluene	3.8E-3	65.7
1,1,1 Trichloroethane	3.7E-4	6.3
Trichloroethylene	1.1E-4	1.9
Total Xylenes	9.7E-4	16.7
Methyl Mercaptan	3.1E-2	538.7
Hydrogen Sulfide	2.2E-2	380.8

*Allowable stack concentration

FIRM NAME: Connecticut Resources Recovery Authority/Ellington Landfill
EQUIPMENT LOCATION: Sadds Mill Road, Ellington, CT 06029
EQUIPMENT DESCRIPTION (MODEL, I.D. #): Callidus Technologies T-9008-28178
Landfill Gas Incinerator

Town No: 058

Premises No: 0027

Permit No: 0002

Stack No: 01

ORIGINAL

PERMIT FOR FUEL BURNING EQUIPMENT

**STATE OF CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT**

PART IV. ALLOWABLE EMISSION LIMITS, continued

Demonstration of compliance with the above emission limits shall be met by calculating the emission rates using emission factors from the following sources:

1. TSP, SOx: Airs Facility Subsystem
2. NOx, VOC, CO: Manufacturer's Data
3. HAPs: Gas Stream Analysis by Core Laboratories and mass balance

The above statement shall not preclude the Commissioner from requiring other means (e.g. stack testing) to demonstrate compliance with the above emission limits, as allowed by state or federal statute, law or regulation.

PART V. STACK EMISSION TEST REQUIREMENTS (Applicable if -X- Checked)

Stack emission testing shall not be required for this source at this time.

PART VI. APPLICABLE REGULATORY REFERENCES (The Regulations of Connecticut State Agencies, hereinafter referred to as the Regulations)

22a-174-3a; 22a-174-18; 22a-174-19; 22a-174-29(b); 22a-174-22

These references are not intended to be all inclusive - other sections of the Regulations may apply.

PART VII. SPECIAL REQUIREMENTS

- A. The Permittee shall comply with all supplied warranties, operating stipulations and recommendations set by the manufacturer and supplier for installing and operating the enclosed collection and incineration system and accompanying equipment.
- B. This source shall be designed for and operated with no visible emissions.
- C. This premises shall not cause or permit the emission of any substance, or combination of substances, which creates or contributes to an odor, beyond the property boundary of the premises, that constitutes a nuisance as defined under Section 22a-174-23 of the Regulations. Failure to comply with this requirement may result in the assessment of civil penalties and/or the issuance of a state order.
- D. *Noise (for non-emergency use)*

The Permittee shall operate this facility at all times in a manner so as not to violate or contribute significantly to the violation of any applicable state noise control regulations, as set forth in Sections 22a-69-1 through 22a-69-7.4 of the Regulations.

FIRM NAME: Connecticut Resources Recovery Authority/Ellington Landfill
EQUIPMENT LOCATION: Sadds Mill Road, Ellington, CT 06029
EQUIPMENT DESCRIPTION (MODEL, I.D. #): Callidus Technologies T-9008-28178
Landfill Gas Incinerator

Town No: 058

Premises No: 0027

Permit No: 0002

Stack No: 01

ORIGINAL

PERMIT FOR FUEL BURNING EQUIPMENT

**STATE OF CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT**

PART VII. SPECIAL REQUIREMENTS, continued

- E. The Permittee shall comply with all applicable sections of the following New Source Performance Standard(s) at all times. (Applicable if -X-checked)

40 CFR Part 60, Subpart: Db Dc GG A

None

PART VIII. ADDITIONAL TERMS AND CONDITIONS

- A. This permit does not relieve the Permittee of the responsibility to conduct, maintain and operate the regulated activity in compliance with all applicable requirements of any federal, municipal or other state agency. Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local law.
- B. Any representative of the DEP may enter the Permittee's site in accordance with constitutional limitations at all reasonable times without prior notice, for the purposes of inspecting, monitoring and enforcing the terms and conditions of this permit and applicable state law.
- C. This permit may be revoked, suspended, modified or transferred in accordance with applicable law.
- D. This permit is subject to and in no way derogates from any present or future property rights or other rights or powers of the State of Connecticut and conveys no property rights in real estate or material, nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state or local laws or regulations pertinent to the facility or regulated activity affected thereby. This permit shall neither create nor affect any rights of persons or municipalities who are not parties to this permit.
- E. Any document, including any notice, which is required to be submitted to the Commissioner under this permit shall be signed by a duly authorized representative of the Permittee and by the person who is responsible for actually preparing such document, each of whom shall certify in writing as follows: "I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statement made in the submitted information may be punishable as a criminal offense under section 22a-175 of the Connecticut General Statutes, under section 53a-157b of the Connecticut General Statutes, and in accordance with any applicable statute."

FIRM NAME: Connecticut Resources Recovery Authority/Ellington Landfill
EQUIPMENT LOCATION: Sadds Mill Road, Ellington, CT 06029
EQUIPMENT DESCRIPTION (MODEL, I.D. #): Callidus Technologies T-9008-28178
Landfill Gas Incinerator

Town No: 058

Premises No: 0027

Permit No: 0002

Stack No: 01

ORIGINAL

PERMIT FOR FUEL BURNING EQUIPMENT

STATE OF CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

PART VIII. ADDITIONAL TERMS AND CONDITIONS, continued

- F. Nothing in this permit shall affect the Commissioner's authority to institute any proceeding or take any other action to prevent or abate violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law, including but not limited to violations of this or any other permit issued to the Permittee by the Commissioner.
- G. Within fifteen days of the date the Permittee becomes aware of a change in any information submitted to the Commissioner under this permit, or that any such information was inaccurate or misleading or that any relevant information was omitted, the Permittee shall submit the correct or omitted information to the Commissioner.
- H. The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in this permit, the word "day" means calendar day. Any document or action which is required by this permit to be submitted or performed by a date which falls on a Saturday, Sunday or legal holiday shall be submitted or performed by the next business day thereafter.
- I. Any document required to be submitted to the Commissioner under this permit shall, unless otherwise specified in writing by the Commissioner, be directed to: Office of Director; Compliance & Field Operations Division; Bureau of Air Management; Department of Environmental Protection; 79 Elm Street, 5th Floor; Hartford, Connecticut 06106-5127.

FIRM NAME: Connecticut Resources Recovery Authority/Ellington Landfill
EQUIPMENT LOCATION: Sadds Mill Road, Ellington, CT 06029
EQUIPMENT DESCRIPTION (MODEL, I.D. #): Callidus Technologies T-9008-28178
Landfill Gas Incinerator

Town No: 058

Premises No: 0027

Permit No: 0002

Stack No: 01

ORIGINAL

EXHIBIT A

SCOPE OF SERVICES

OPERATION AND MAINTENANCE OF A LANDFILL GAS COLLECTION SYSTEM AND ENCLOSED FLARE STATION - SHELTON LANDFILL

INTRODUCTION

The CRRA Shelton Landfill is located on 866 River Road in Shelton, CT. The landfill no longer accepts refuse or other wastes for disposal and is now closed. The CRRA operates a landfill gas collection and control system at the landfill to withdraw gas from the landfill in order to control odor emissions and to prevent gas migration from the landfill to adjacent properties.

The landfill gas collection and control system currently consists of a perimeter gas collection system and a central gas collection system, connected via a common header system to an enclosed gas flare station located at the southern portion of the landfill property. The location of the various system components is depicted in **Attachment 1**.

The perimeter system consists of a series of 52 gas extraction wells, 48 of the wells are spaced at approximately 50-foot intervals, outside the defined landfill footprint, on the west and north sides of the landfill and four of the wellheads are connected to two, shallow horizontal collectors on the north side of the landfill. These wells are connected, via a series of header systems, to the enclosed gas flare. The perimeter system is designed to create a continuous vacuum barrier against gas migration beyond the limits of the perimeter well system and beyond the limits of the landfill property. CRRA does not make any expressed or implied guarantees or warranties as to the rates of gas extraction from the perimeter gas collection system required to achieve effective control of gas migration. Operation of the perimeter system at varying rates of flow or vacuum may be required at times to insure that gas does not migrate beyond the property boundary and to optimize operation of the system. Contractor shall, at all times, maintain levels of methane present in the soil beyond the property line, or in any on-site or off-site structures below all applicable limits.

The central system currently includes 68 extraction wells installed within the waste mass and connected by a series of headers to the enclosed flare.

The perimeter and central gas collection systems are connected, via a common header to an enclosed central flare station. The central flare station consists of a John Zink 18.6 Mmbtu ZTOF Flare. Detailed specifications and the operations and maintenance plan for the flare station are available for review at CRRA's offices on request. Contractor shall, at all times, operate the landfill gas flare in accordance with all manufacturer's operational and maintenance recommendations and in accordance with all applicable permits, regulations and requirements as

may pertain to the operation of the flare. Contractor shall perform the operation and maintenance services for the landfill gas collection system(s) and enclosed landfill gas flare at the Shelton Landfill as detailed below.

In August of 1999 there was an off-site gas migration incident at this landfill. A number of businesses and residents of the Town of Shelton, located near the landfill, had to be evacuated. The CT DEEP issued a Consent Order and assessed fines against CRRA as a result of this incident. One result of the Consent Order was the installation by CRRA of 12 continuous soil gas monitoring probes on the west and north perimeter of the site. Each of the continuous probes is connected to an alarm/autodialer system that calls-out if the regulatory limit for methane in the soil is approached. The landfill gas flare is connected to a separate autodialer system that calls-out whenever the flare trips off-line. CRRA provides emergency backup power to the landfill gas collection and flare system through an on-site 100kw Baldor Diesel Generator.

The systems and protocols put in place after the off-site migration incident are designed to prevent such an incident from ever happening again. The Shelton Landfill site receives heightened scrutiny by the community and the media. CRRA exercises the greatest caution with regard to the operation of this facility. The Contractor must be mindful of this history and is expected to perform to a very high standard of professional conduct. This includes being extremely conscientious of all environmental and compliance obligations and the performance of all required duties at this facility.

CONTRACTOR'S GENERAL RESPONSIBILITIES

1. Contractor shall be familiar with all applicable regulations, statutes, orders, permits and any other requirements to which the facility is subject and shall have responsibility for maintaining continuous compliance with all applicable environmental and operational requirements. This includes preparation and submission, as directed by CRRA, of all communication with regulatory agencies and all other activities required to maintain compliance. Contractor shall be familiar with and operate and maintain landfill gas collection and control system in accordance with all pertinent documents including, but not limited to the **Operation and Maintenance Manual, for a 5' OD x 40' OAH Enclosed ZTOF Biogas Flare System** by John Zink (the O & M Manual), **Permit No. 0091 to Construct and Operate issued 4-26-02, modified 12-21-2010, modified 8-19-2011** by the CTDEP Bureau of Air Management (included herein as **Attachment 13**), the **Landfill Gas System Operations and Gas Migration Monitoring Plan** by SCS Engineers PC, revised March 2010, the **Baldor Generator Operation and Maintenance Manual**, operation and maintenance manuals for the **EIT receiver and RACO autodialer**, and the requirements of this **Exhibit A**.
2. Contractor shall assign and keep for the System at all times during the term of this Agreement a competent on-call Project Manager, who shall not be replaced without prior written notice to CRRA. The Project Manager shall be Contractor's representative at the Landfill and shall have authority to act on behalf of Contractor. All communications given to the Project Manager by CRRA or its agents shall be as binding as if given to Contractor.

3. Contractor shall provide, suitably qualified personnel to perform the Services as required by this Agreement. Contractor shall at all times maintain good discipline and order at the site.
4. Except in connection with emergency responses to system outages, perimeter methane alarms, and the safety and protection of persons, the System and property at the site or adjacent thereto, all Services performed at the site shall be performed during the Landfill's regular business hours, and Contractor shall not permit overtime work or the performance of Services on Saturday, Sunday or any legal holiday without CRRA's prior written consent.
5. During the term of this Agreement, Contractor shall keep the Property free from accumulations of waste materials, rubbish and other debris resulting from Contractor's performance of the Services.
6. Contractor shall update as necessary all forms used for the collection and compilation of data.

CONTRACTOR'S SPECIFIC RESPONSIBILITIES

Tasks 1 through 6 describe the Contractor's specific responsibilities under this contract. The exclusion of any applicable environmental or operational requirements from these Tasks does not relieve the Contractor of its responsibility to comply with such requirements.

Task 1 Landfill Gas Wellfield and Header System Operations and Maintenance – Routine Services

Contractor shall, not less than weekly, unless otherwise indicated, provide routine operations, monitoring, and maintenance services to the perimeter and central gas collection well fields and header systems as outlined herein and in the Landfill Gas Systems Operations and Gas Migration Monitoring Plan by SCS Engineers, PC, revised March 2010. The routine monitoring will focus on obtaining operational data to include: landfill gas flow, temperature, static pressure, gas composition (CH₄, CO₂, O₂, and balance of gas as N₂) and wellhead gas control valve position. Contractor shall inspect the components and operation of the well fields and header systems and perform preventative maintenance tasks as needed. Contractor shall determine any needed repairs, replacements and modifications necessary to the proper operation and performance of the well field and header systems and promptly report these items, in writing, to CRRA as part of the required progress reports. CRRA will direct Contractor to perform such work at CRRA's discretion. This task includes the following activities:

Task 1.1 Routine Well Field Inspections and Adjustments

Contractor shall, not less than weekly monitor each of the operating gas extraction wells on the perimeter and central gas collection systems to determine and adjust gas extraction rates, vacuum, methane concentration and other parameters to assure optimum performance of the well fields. At each wellhead, Contractor shall record:

- Valve position adjustment, if any
- Gas quality (methane, carbon dioxide, oxygen, balance gas)
- Wellhead static pressure
- Velocity pressure and/or gas flowrate
- Gas temperature
- System pressure

The goal is to balance the rates of flow from the perimeter and central well fields to optimize gas quality to the flare and prevent off-site gas migration and to control odor emissions from the landfill, in accordance with all applicable regulatory standards and permits. The Contractor shall be the party solely responsible for assuring that gas migration from the landfill does not extend beyond the property limits in concentrations in excess of 100% of the LEL and assuring that landfill gas does not accumulate in on-site buildings and structures at concentrations exceeding 25% LEL. Contractor shall also be responsible for assuring that gas emissions from the landfill are controlled such that landfill gas odors do not create a nuisance to adjacent property owners.

Contractor shall, not less than weekly, inspect all LFG system components of the central and perimeter well systems. Contractor shall observe the condition of all aboveground piping, including header lines, laterals, wellheads and flexible connections and perform any needed repairs. Wellhead components should be checked, including monitoring ports, valves, dust caps and thermometers. Contractor shall inspect the area surrounding all wellheads noting settlement, ponding of water, and surface conditions such as distressed vegetation.

The following tasks should be performed not less than weekly and in the order given since adjustments to the collection system may warrant adjustments of the enclosed flare. Contractor shall document all well adjustments and data collected on the forms included in **Attachments 2 and 3**.

- a. Verify that the flare is operating correctly; if not, refer to the O & M Manual.
- b. Read and record, at each **perimeter** well, vacuum, % CH₄, %O₂, % Balance Gas, and a description of the valve adjustment (it is useful to have access to the previous well readings with which to compare the latest readings).
- c. To prevent off-site gas migration, the target value for CH₄ in the perimeter wells is 0%. Most wells will show much greater methane content during a 'cold' start. Adjust the wells as follows to reach the desired objective.
 - If the % CH₄ at a well is greater than 10%, increase the vacuum at that well by 10%. If the previous CH₄ reading was also greater than 10%, and an adjustment was made at that

- time, increase the vacuum by 20%.
- If the % CH₄ is between 2 and 10%, leave the valve setting as is.
 - If the % CH₄ is lower than 2%, decrease the vacuum at the well by 10%. If the previous CH₄ reading was also lower than 2%, and an adjustment was made at that time, decrease the vacuum by 20%.
 - Make a note of any adjustments made and the valve setting as left. Adjustments at any given well normally involve compensating adjustments to others in order to maintain flow and keep the methane concentration at the flare within limits.
- d. Read and record, at each central well, vacuum, % CH₄, %O₂, % Balance Gas, Temperature, and an approximate measurement of the valve setting (as with the perimeter wells, it is useful to have a copy of the previous well readings with which to compare the latest readings).
- e. The goal of tuning the central well field is to provide a gas stream that allows for the most reliable operation of the flare within the regulatory guidelines while preventing off-site migration. All central wells must be adjusted so that O₂ is maintained below 5%, Balance Gas is maintained below 20%, and Temperature is maintained below 55 Celsius (131 Fahrenheit). If any of these criteria are exceeded, Contractor shall reduce vacuum to the well. Contractor shall at all times maintain negative pressure at each central well head except as provided in 40 CFR 60.753(b). The target value for CH₄ in the central wells is 50%. If all of the above criteria are met, make adjustments to the central well valve settings according to the following criteria:
- If the % CH₄ at a well is greater than 55%, increase the vacuum at that well by 10%. If the previous CH₄ reading was also greater than 55%, and an adjustment was made at that time, increase the vacuum by 20%.
 - If the % CH₄ is between 45 and 55%, leave the value setting as is,
 - If the % CH₄ is lower than 45%, decrease the vacuum at the well by 10%. If the previous CH₄ reading was also lower than 45%, and an adjustment was made at that time, decrease the vacuum by 20%.
 - Make a note of any adjustments made and the valve setting as left.

Task 1.2 Routine Header System Inspections and Adjustments

Contractor shall monitor, not less than weekly, the condition and performance of all header systems, operating valves, etc. and make all adjustments, together with appropriate well field adjustments, in order to optimize gas quality to the flare and prevent off-site gas migration.

Task 1.3 Routine Maintenance

Contractor shall complete any routine maintenance to the system as needed to assure optimum system performance at all times.

Task 2 Enclosed Flare Station Operations and Maintenance – Routine Services

The enclosed flare station includes the equipment needed to provide vacuum to the collection systems and convey LFG from the wellfield to the flare for destruction. This equipment must be monitored and maintained in proper operating condition.

Contractor shall operate and maintain the enclosed flare station to assure complete combustion of all landfill gas per all applicable operating and environmental requirements, including, but not limited to regulations, permits, orders, statutes, etc. as well as per accepted best combustion practices and as described in the O & M Manual. The O & M Manual for the enclosed flare station and all related components (including, enclosed flare, blowers, valves and actuators, electrical components and controls, filter systems, autodialer, etc.) shall be provided to Contractor. At no time during the operation of the enclosed flare station shall Contractor allow the flare to be non-operational for a period of more than 4 hours without notification of CRRRA.

The control system for the flare requires careful attention in order for the system to operate as intended. The flare can operate with a broad range of central and perimeter gas flows, but may require adjustments as those flows vary over time. It is therefore vitally important that a routine is followed whereby the collection system and flare station are monitored and adjusted to compensate for variations in conditions in order to meet the all of the operational requirements.

Contractor shall monitor the enclosed flare station weekly. Contractor shall inspect all piping and station components, perform any required repairs or maintenance, and record the time, length and reason for any system downtime. Contractor shall perform and document all maintenance activities on the flare station at the frequency set forth in **Attachment 4**. These routine operational and maintenance activities shall include the following:

- a. Check pens and paper supply in chart recorders; replace as necessary.
- b. Clean system components as needed.
- c. Lubricate system components as needed.

- d. Inspect, tighten, repair or replace fittings, gauges, pipe connectors and tubing connectors as needed.
- e. Record the level of condensate in both the flare and remote tanks (record on **Attachment 5**). Schedule for the removal condensate from the remote tank as needed.
- f. **Contractor shall not schedule for the removal of condensate from the flare tank.** CRRA must monitor and adjust the pH of this condensate as needed. Contractor shall notify CRRA when the condensate level in the flare tank reaches three feet in depth. CRRA will arrange for condensate removal with Contractor's condensate removal contractor and sign off on the shipping manifest. CRRA will provide Contractor with a copy of the manifest and Contractor shall invoice CRRA for the condensate removal in accordance with the contract.
- g. Examine all piping, tubing, flexible well connector tubing and ductwork for signs of leaks, warping or heat damage. Repair or replace as needed.
- h. Examine blowers for leakage, excessive vibration, bearing noise, etc. Repair as needed.
- i. Check operation of heat tracing monthly from October to March. Repair as needed. Report on status of heat trace in monthly reports.
- j. Check knockout filter. If filter DP exceeds 5.0 inches W.C., replace.
- k. Check supply of propane, order as needed and record.
- l. Remove and clean or replace flame arrestors when differential pressure exceeds 2" W.C.
- m. Lubricate blower bearings.
- n. Clean flame scanner and sight ports every month.
- o. Verify operation of autodialer system every six months and update system as necessary. Update contact list as soon as any contact information changes.
- p. Please note methane analyzer is currently off-line. Contractor is not expected to maintain or operate this unit and therefore should not include the cost for this in its bid.

The following parameters will be observed and recorded on **Attachment 6** as appropriate. The information will be gathered at the individual components and at the station control panel.

General

- Date and Time
- Weather Conditions and barometric pressure
- Monitoring personnel

Header Inlet

- Inlet vacuum
- Gas Quality (methane, carbon dioxide, oxygen and balance gas)
- Gas Flow rates
- Valve Settings
- Demister/filter pressure differential

Blowers

- Blower status and amperage
- Blower hours
- Discharge valve settings
- Blower Inlet Pressure
- Blower Outlet Pressure
- Blower Bearing Temperature
- Inlet and outlet gas temperatures
- Flow totalizer reading

Enclosed Flare Station

- Combustion temperature at operating thermocouple
- Flame arrestor Differential pressure

Condensate removal and disposal and pilot fuel procurement shall be the responsibility of the Contractor. **Please note that although the Contractor will be responsible for the cost of removing and disposing of condensate from the Flare Condensate Tank, CRRA will be responsible for coordinating for the removal of, and signing of manifests for the condensate generated in the Flare Condensate Tank.** The cost of these items shall not be included in the Contractor's bid. Instead, the cost of these items will be paid by the Contractor and passed through to CRRA without any markup. CRRA reserves the right to negotiate with any suitable third party to perform these services for the Contractor.

Flare Permit Compliance Emissions (HAPs and Criteria Air Pollutants) shall be calculated by the Contractor on a monthly and twelve month rolling period in accordance with the requirements of Permit 0091.

Task 3 Methane Monitoring of Soil Gas Probes and Structures

Contractor shall perform on and off-site perimeter and structure landfill gas migration monitoring as outlined herein and further detailed in the Landfill Gas System Operations and Gas Migration Monitoring Plan by SCS Engineers PC, revised March 2010.

Task 3.1 Operation and Maintenance of the Continuous Perimeter Soil Gas Monitoring Alarm and Autodialer System.

Contractor will operate, inspect, and maintain the perimeter soil gas monitoring alarm and autodialer system. Inspection of the system shall occur weekly. Damage or malfunction of the system or any of its components must be immediately reported to CRRA and repaired as soon as possible. Contractor will test each monitoring probe for methane (%LEL) using a suitable, properly calibrated instrument. Results of weekly inspections and testing will be recorded on the form included in **Attachment 7**. In the event that landfill gas is detected in any of these gas probes above 100%LEL, Contractor shall immediately notify CRRA and perform off-site monitoring as outlined below. Contractor shall be responsible for all costs associated with the proper maintenance and calibration of all on-site continuous methane monitors according to the manufacturer's specifications.

Task 3.2 Monitoring of On-Site and Off-Site Soil Gas Probes

Contractor shall perform weekly landfill gas migration monitoring at 19 on-site soil gas probes and 16 off-site soil gas probes. Twelve on-site locations are the continuous soil gas monitoring probes, seven on-site locations are non-continuous soil gas monitoring probes on the west and north sides of the site. The sixteen off-site probes are bar punch holes, approximately 36" deep with plastic tubing on either side of CT Route 110 within the right-of way adjacent to the landfill. If these probes are found damaged or removed, Contractor shall repair or replace the probe in-kind. Contractor will test each monitoring probe for methane (%LEL) and CO₂ using a suitable, properly calibrated instrument. Results of weekly inspections and testing will be recorded on the form included in **Attachment 7 (on-site probes) and Attachment 9 (off-site probes)**. In the event that landfill gas is detected in any of these gas probes above 100%LEL, **Contractor shall immediately notify CRRA and implement the Contingency Plan detailed in Section 7 of the Landfill Gas Systems Operations and Gas Migration Monitoring Plan by SCS Engineers, PC, revised March 2010, and perform off-site monitoring as outlined below in "Contingency Off-Site Gas Monitoring"**.

Task 3.3 Monitoring of On-Site Structures

Contractor shall perform routine on site structure monitoring at all on-site structures on a monthly basis. Contractor shall inspect to ensure proper operation of all continuous structure monitors (currently in scale house and office) during each monitoring event. Contractor shall test each structure for methane (%LEL) using a suitable, properly calibrated instrument. Results of weekly inspections and testing will be recorded on the form included in **Attachment 8**. In the event that landfill gas is detected in any structure above 25%LEL, **Contractor shall immediately notify CRRA and implement the Contingency Plan detailed in Section 7 of the Landfill Gas Systems Operations and Gas Migration Monitoring Plan by SCS**

Engineers, PC, revised March 2010, and perform off-site monitoring as outlined below.

Task 3.4 Monitoring of Off-Site Structures and Operation and Maintenance of Continuous Off-Site Structure Monitors

Contractor shall perform routine off-site structure monitoring on a monthly basis at five (5) separate business locations on the west side of Route 110 equipped with continuous methane monitoring devices. Contractor shall inspect to ensure proper operation of all continuous structure monitors during each monitoring event. Contractor shall test each structure for methane (%LEL) using a suitable, properly calibrated instrument. Results of monthly inspections and testing shall be recorded on the form included in **Attachment 10**. In the event that landfill gas is detected in any structure above 25%LEL, **Contractor shall immediately notify CRRA and implement the Contingency Plan detailed in Section 7 of the Landfill Gas Systems Operations and Gas Migration Monitoring Plan by SCS Engineers, PC, revised March 2010** and perform off-site monitoring as outlined below.

Contractor shall inspect on a quarterly basis continuous methane monitoring devices located at two (2) private residences located west of the landfill. CRRA will provide the successful bidder with the location and contact information of each residential monitor. Contractor shall note on **Attachment 10** all attempts to contact the private residences.

Contractor shall calibrate all business and residential continuous methane monitors on a quarterly basis in accordance with the manufacturer's recommendations.

Task 3.5 Surface Emissions Monitoring

Contractor shall perform annual surface emissions monitoring prior to August 21, each year. Contractor shall inspect the surface of the landfill after the annual mowing is complete and notify CRRA of any stressed vegetation or cracking of the soil cap prior to conducting the annual surface emissions monitoring. Monitoring shall be conducted in accordance with Permit No. 0091.

Task 3.6 Operation and Maintenance of Emergency Generator

Contractor shall operate and maintain the 100kw Baldor emergency generator on site as follows:

1. The Contractor shall operate and maintain the Baldor emergency generator in accordance with the manufacturer's recommendations.
2. Upon award of the contract, prior to the beginning of the term of the contract, the Contractor shall arrange, with the CRRA Field Services Coordinator, to be trained in the operation and maintenance of the emergency generator.

3. On a quarterly basis, the Contractor shall document operation of the generator for one hour in order to assure its proper operation. This quarterly operation is not required if the generator has been operated to provide power to the facility in the event of an electrical interruption for more than one hour in the previous two months.
4. The Contractor shall document checking the generator's fuel level monthly in the O&M report. If the fuel level is below 50%, the Contractor will refuel the generator. Note that this generator uses only "ultra low sulfur diesel fuel" containing not more than 15 parts per million of sulfur.
5. The Contractor shall operate the generator in the event of an electrical interruption. The Contractor shall report such operation to the CRRA Field Services Coordinator as soon as possible.
6. The Contractor shall have all training, licenses, insurance to safely transport the generator to any CRRA facility location upon request by CRRA.
7. Contractor shall log all maintenance work performed on the generator on the maintenance schedule form provided in **Attachment 12**.

Task 4 Non-Routine and Emergency Operation and Maintenance Services

From time to time, Contractor may be required to perform non-routine operation and maintenance services or respond to emergency call-out by the system autodialer(s) or CRRA. All non-routine services (those services that are in addition to those outlined in the Scope of Work and Operations Plan) shall be performed when directed to do so by CRRA. Contractor shall not perform any non-routine operation or maintenance services (except emergency services) without prior written approval from CRRA. Contractor shall immediately respond to any call out for emergency services when required to do so in response to a call out by the autodialer(s) or as directed by CRRA. Invoicing for non-routine and emergency services shall be per the unit rates and fees as outlined in the Contract Documents.

Task 4.1 Scheduled Maintenance

Non-routine activities include unique work tasks that are aimed at improving the System's performance and increasing the quantity and quality of the landfill gas delivered to the flare. These work tasks will be developed from the recommendations of the monthly status reports as required above and discussions between CRRA and the Contractor's Project Manager. This work will be reviewed and prioritized jointly by both parties. Contractor will undertake the work efforts as required, but only after receiving written authorization from CRRA to proceed.

The Non-routine work will include, but is not limited to; removal, shipping, and reinstallation of system components that require off-site servicing; repair of the landfill cap as needed to prevent fugitive emissions; and repair and/or replacement of any damaged components of the System that Contractor is not otherwise obligated to repair and replace pursuant to the Routine Services.

These services are essential for proper System operation; however, such services can be scheduled to allow for procurement of materials, equipment, scheduling of personnel, etc.

Task 4.2 Emergency Response Services

The Contractor will provide and maintain qualified operating personnel within reasonable proximity to the Landfill to provide 24-hour availability and timely response to system failures, shutdowns, emergencies, alarms, or other problems.

Contractor will respond to emergency situations, as determined by CRRA, seven (7) days a week within two (2) hours from the time of notification of the situation by on-site personnel or call-out device. Contractor will work with CRRA to develop site-specific call out and personnel contact procedures required to implement these emergency services. In the event of a system malfunction, the Contractor will immediately notify CRRA.

Emergency services include events that require immediate response, including, but not limited to the following:

- power outage
- emergency callout by perimeter or flare autodialer system
- emergency call-out by CRRA
- repair of main header line break. (resulting in disrupted gas flow to the Blower Station)
- significantly reduced flow rate, and
- surging vacuum
- flameouts
- blower failure

Emergency Response for Perimeter Gas Detections

The site is equipped with a soil gas monitoring system that continuously monitors for methane. The system consists of 12 monitoring wells, evenly spaced along the west and north perimeter of the landfill, each equipped with a continuous methane sensor (current sensors are Scott Instruments Freedom 6000). Each of the sensors is connected to an EIT alarm system, which in turn is connected to a RACO autodialer. When a sensor detects methane above 75% LEL, an alarm is tripped and the autodialer system initiates a sequential callout of telephone numbers programmed into it. Upon notification of an alarm condition on the perimeter of the landfill, the Contractor will respond by dispatching qualified operating personnel to the landfill within two hours to confirm the alarm condition using a properly calibrated hand-held gas detection instrument. **In the event that landfill gas is confirmed detected in any of these gas probes above 100%LEL, or in any on-site or off-site structure above 25%LEL, Contractor shall immediately notify CRRA and implement the Contingency Plan detailed in Section 7 of the Landfill Gas Systems Operations and Gas Migration Monitoring Plan by SCS Engineers, PC,**

revised March 2010. Contractor shall record contingency monitoring data on the form included in **Attachment 11**.

Emergency Response for Flare Station Outages

The enclosed flare station is equipped with an emergency alarm and autodialer system. An alarm condition will occur at any time that the flare, blowers, or other equipment experiences an outage and ceases to operate for any reason. Upon notification of an alarm condition at the enclosed flare station, the Contractor will respond by dispatching qualified operating personnel to the landfill within **two hours**. Contractor shall notify CRRA immediately when an outage occurs and in the event that Contractor personnel cannot be immediately dispatched to the site for any reason whatsoever. The Contractor will immediately make repairs to the enclosed flare station and/or gas collection system. If the needed repairs necessitate the enclosed flare station to be non-operational for an extended period of time (more than eight hours), the Contractor will immediately notify CRRA.

Task 5 Materials and Spare Parts Inventory

1. Contractor shall be responsible for procuring all materials and equipment necessary for the execution, performance and completion of the Services hereunder.
2. All materials and equipment shall be of good quality and new. If required by CRRA, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.
3. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor.
4. Contractor shall confine the storage of materials and equipment and the operations of workmen to areas designated by CRRA.
5. Contractor shall, at all times, maintain the spare parts inventory(s) including, but not limited to the following:

Wellfield and Monitoring Components

- Header piping, fittings, and repair couplings
- Lateral piping, fittings and repair couplings
- Replacement wellheads
- Replacement wellhead components such as valves, thermometers, monitoring ports, pitot tubes or orifice plates and flexible connectors
- Kidde Nighthawk or equal combustible gas monitors
- Scott Instruments or equal combustible gas monitors for perimeter continuous monitoring system

Enclosed Flare Station Components

- Flame Scanner and related parts
- Thermocouple assemblies
- Pilot Electrode
- Pilot Ignition Rod Insulator
- Pilot Assembly
- Sight Glass Assembly
- Panel Light Bulbs
- Pilot Gas Pressure Regulator
- Pilot Gas Solenoid Valve
- Pilot Gas Pressure Gauge
- Purge Air Pressure Switch
- Louver Damper Actuator
- Chart Recorder Paper
- Enrichment Gas Pressure Regulator
- Enrichment Gas Solenoid Valve
- Temperature Switch
- Blower grease and other lubricants, as needed
- Blower bearing kits, as applicable
- Filters and flame arrestors
- Tubing, flexible connectors and clamps

All spare parts purchased by Contractor shall be invoiced to CRRA in accordance with the Contract Documents. In addition to an on-site spare parts inventory, Contractor shall also establish a plan, per the requirements as outlined in the Operations Plan, whereby Contractor shall establish, and identify in his bid, a ready source of standby equipment, to assure operation of the system(s) in the event of unforeseen system outages. **This plan will be prepared for CRRA review and approval and shall be part of the Contractor's bid submittal.**

Task 6 Reporting Requirements

Contractor will provide any and all operating and monitoring data to CRRA upon request. The Contractor will notify CRRA if any monitoring results exceed any applicable limit, or as otherwise required herein, or if there are any control system upsets or downtime, within one hour of Contractor's detection of a reportable event.

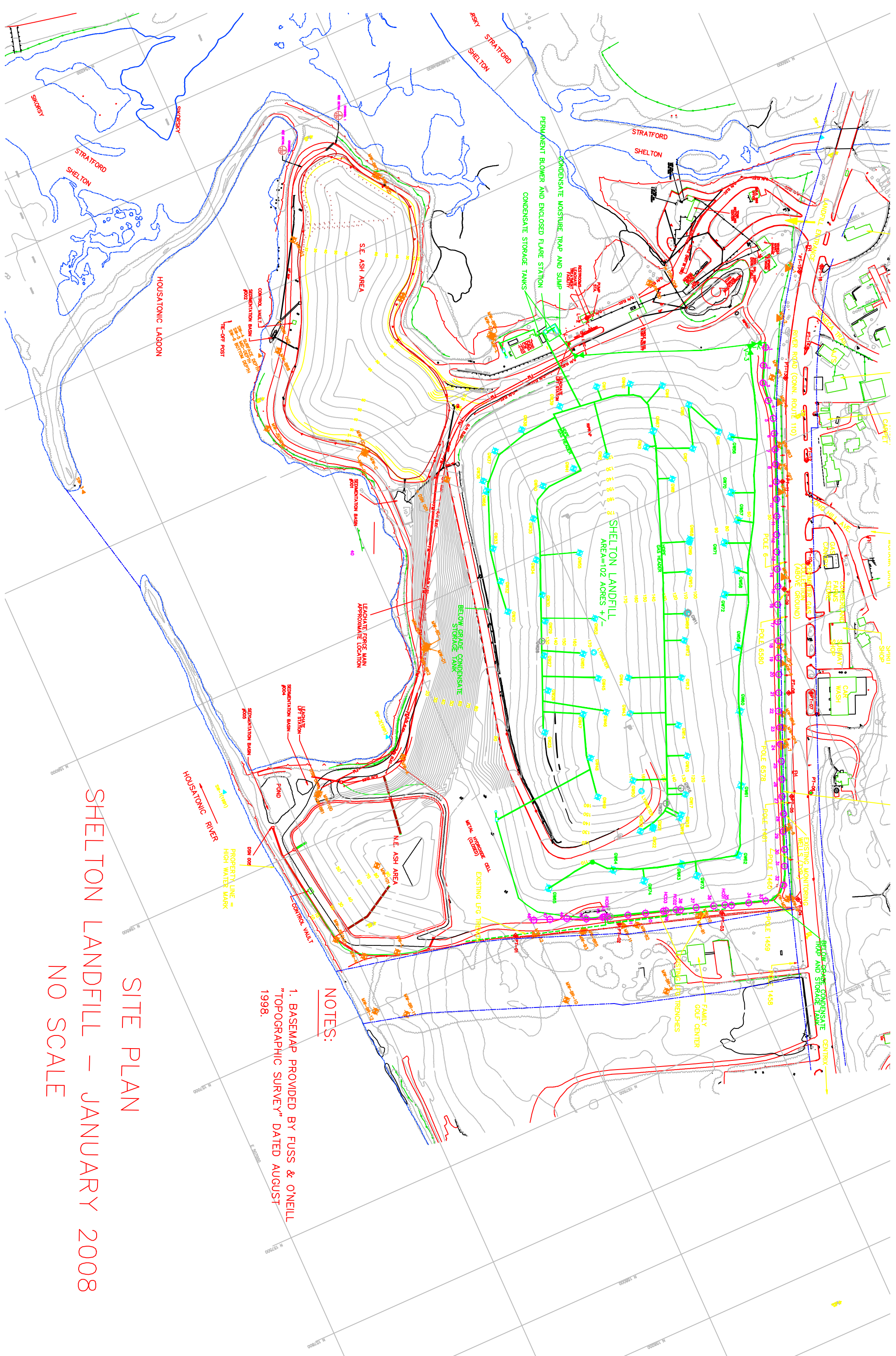
A central logbook will be maintained on-site in the former scale house. All monitoring data and maintenance records will be inserted into the logbook on an on-going basis. The logbook will be available for review by CRRA and regulatory agency personnel at all times.

The Contractor will also maintain a computerized database of all monitoring and maintenance records. The database will facilitate recordkeeping, documentation of maintenance and tracking of long-term trends in performance. Copies of the database in an electronic format will be provided to CRRA upon request.

A Monthly status report will be prepared and sent to CRRA that recaps the data collected, action taken and/or repairs made. The monthly report shall contain all information required by permit, order, statute, regulation, and as described herein including, but not limited to all data collected pursuant to this scope of work. The report will summarize all inspections and maintenance items performed and a summary of system downtime and operational problems. The report will also include Flare Permit Compliance Emissions calculations on a monthly basis. The requirements for these emissions calculations are outlined in Permit 0091. Recommendations for changes to the system's operations and monitoring program will be included in the monthly status reports. The monthly report shall be compiled and submitted to CRRA within 10 days of the end of the month. Immediately upon Award of Contract, Contractor shall prepare and submit to CRRA, for review and approval, a draft outline of the monthly summary report. Contractor shall maintain copies of all monthly reports on-site.

ATTACHMENT 1

SITE PLAN



NOTES:

1. BASEMAP PROVIDED BY FUSS & O'NEILL "TOPOGRAPHIC SURVEY" DATED AUGUST 1998.

SITE PLAN

SHELTON LANDFILL - JANUARY 2008
NO SCALE

ATTACHMENT 2
SHELTON LANDFILL PERIMETER WELLFIELD MONITORING
FORM

Technician:	Date:
Stat Time:	Finish Time:

Weather Conditions

Weather:	Temperature:	Pressure:
----------	--------------	-----------

Monitoring Equipment

Gas Meter:	Serial Number:
Date Last Calibrated:	Calibration Gas Used:

Location	%CH4	%CO2	%O2	Balance	Vacuum	Comments
1						
T4						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
T3						
17						
18						
19						
20						
21						
22						

PERIMETER WELLFIELD MONITORING FORM (CONTINUED)

Technician: _____ Date: _____

Location	%CH4	%CO2	%O2	Balance	Vacuum	Comments
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
T2						
33						
34						
35						
36						
37						
HC-1						
HC-2						
HC-3						
HC-4						
38						
39						
40						
41						
T1						
42						
43						
44						
45						
46						
47						
48						

ATTACHMENT 3 SHELTON LANDFILL CENTRAL WELLFIELD MONITORING FORM

Technician: _____

Date: _____

Stat Time: _____

Finish Time: _____

Weather Conditions

Weather:	Temperature:	Pressure:
----------	--------------	-----------

Monitoring Equipment

Gas Meter:	Serial Number:
Date Last Calibrated:	Calibration Gas Used:

Well Head Data

Well	%CH4	%CO2	%O2	Balance	Static Pressure	Differential Pressure	Temperature	Flow (scfm)	Valve Position
GW-1									
GW-2									
GW-3									
GW-4									
GW-5									
GW-6									
GW-7									
GW-8									
GW-9									
GW-10									
GW-11	/	/	/	/	/	/	/	/	Abandoned
GW-12									
GW-13									
GW-14									
GW-15									
GW-16	/	/	/	/	/	/	/	/	Abandoned
GW-17									
GW-18									
GW-19									
GW-20	/	/	/	/	/	/	/	/	Abandoned
GW-21									
GW-22									
GW-23									

CENTRAL WELLFIELD MONITORING FORM (CONTINUED)

Well	%CH4	%CO2	%O2	Balance	Static Pressure	Differential Pressure	Temperature	Flow (scfm)	Valve Position
GW-24	/	/	/	/	/	/	/	/	Abandoned
GW-25									
GW-26									
GW-27									
GW-28	/	/	/	/	/	/	/	/	Abandoned
GW-29									
GW-30									
GW-31									
GW-32									
GW-33									
GW-34									
GW-35									
GW-36									
GW-37									
GW-38									
GW-39									
GW-40									
GW-41									
GW-42									
GW-43									
GW-44									
GW-45									
GW-46									
GW-47									
GW-48									
GW-49									

CENTRAL WELLFIELD MONITORING FORM (CONTINUED)

Well	%CH4	%CO2	%O2	Balance	Static Pressure	Differential Pressure	Temperature	Flow (scfm)	Valve Position
GW-51									
GW-52									
GW-53									Abandoned
GW-54									Abandoned
GW-55									
GW-56									
GW-57									
GW-58									
GW-59									
GW-60									
GW-61									
GW-62									
GW-63									
GW-64									
GW-65									
GW-66									
GW-67									
GW-68									
GW-69									
GW-70									
GW-71									
GW-72									
GW-73									
GW-74									

Abbreviations/symbols used in spreadsheet:

in. W.C. = Inches of Water Column

CFM = Cubic Feet per Minute

>>> = Over the detectible range for flow and/or there is no device for taking a temperature reading.

NA = Not Applicable

**ATTACHMENT 4
SHELTON LANDFILL BLOWER FLARE STATION
ROUTINE MAINTENANCE SCHEDULE/LOG**

Technician: _____ Date of Service: _____

Component	Frequency of Service (highlighted boxes indicate required frequency of service; check box to confirm service completed)				
	Weekly	Monthly (Each Month)	Semi-Annually (Twice Per Year, Jul. and Jan.)	Annually (Each Year, July)	As Needed
Condensate Knockout					
Check Liquid Level (sight glass)					
Drain Liquid					
Inspect Internal Coating and Gasket					
Clean Demister Pad					
Tighten Cover Bolts					
Check Heat Tracing (Oct.-March)					
Check Filter Differential Pressure					
Header Valve System					
Check Valve Performance					
Landfill Gas Blowers					
Inspect Foundation and Mounting					
Check condition of isolation pads					
Check motor alignment					
Check piping alignment					
Check bearing temperature/noise					
Check vibration level					
Inspect flex coupling					
Clean motor ventilation openings					
Lubricate motor bearings					
Check wire connections					
Check for leakage					
Drain Liquid From Blower Housing					
Piping					
Check valves for proper operation					
Tighten flange bolts					
Check flange gaskets for leaks					
Inspect condition of expansion joints					
Check piping alignment					
Emergency Generator					
Check Fuel, refuel as needed.					
Exercise the generator					quarterly
Electrical switch test					
Spare Parts					
Check inventory					quarterly
Purchase spares to 'top off' inventory					

ROUTINE MAINTENANCE SCHEDULE/LOG (CONTINUED)

Technician: _____ Date of Service: _____

Component	Frequency of Service (highlighted boxes indicate required frequency of service; check box to confirm service completed)				
	Weekly	Monthly (Each Month)	Semi-Annually (Twice Per Year, Jul. and Jan.)	Annually (Each Year, July)	As Needed
Sump Pump					
Check piping					
Service pump per manufacturer					
Check / clean electrodes					
Flame Arrestor					
Check arrestor element per manufacturer					
Clean/replace element					
Check pressure drop across element					
Propane System					
Check Propane Supply/Pressure					
Order Propane					
Check Solenoid Manual Override					
Clean Solenoid Valve					
Clean Pressure Regulator Vent					
Check Connections For Leaks					
Flare Control Panel					
Clean & Maintain Instruments Per Man.					
Replace Chart Recorder Paper					
Replace Chart Recorder Pen Tips					
Check Enclosure For Moisture					
Check Wire Connections					
Test Panel Lights/Alarms					
Check emergency shutdown					
Clean flame scanner					
Check auto restart					
Autodialer					
Verify Operation / Test System					
Update /Re-program Contact List					
Condensate Tanks					
Record Liquid Level In Each Tank					
Schedule Condensate Removal					

ATTACHMENT 5

SHELTON LANDFILL CONDENSATE STORAGE TANK MONITORING FORM

Technician: _____ Date: _____

Start Time: _____ Finish Time: _____

Weather Conditions

Weather: _____	Temperature: _____	Pressure: _____
----------------	--------------------	-----------------

Monitoring Equipment

Gas Meter: _____	Serial Number: _____
Date Last Calibrated: _____	Calibration Gas Used: _____

Condensate Tank Data

Tank	Size (Gal)	Depth of Liquid	Gallons	Last Pumped
Flare Sta.	3,000			
Remote	1,500			

ATTACHMENT 6
SHELTON LANDFILL GAS CONTROL SYSTEM
ENCLOSED FLARE STATION FIELD DATA FORM

Technician: _____ Date: _____

Start Time: _____ Finish Time: _____

Weather Conditions

Weather:	Temperature:	Pressure:
----------	--------------	-----------

Monitoring Equipment

Gas Meter:	Serial Number:
Date Last Calibrated:	Calibration Gas Used:

Thermal Oxidizer Data

Inlet Temperature:	Combustion Outlet Temperature:
Temperature Set Point:	Operating Blower (103 or 104):
Blower Amps:	Blower Hours:

Gas Flow Data

Parameter	Reading
Methane %	
Carbon Dioxide %	
Oxygen %	
Balance Gas %	
Gas Temperature (degrees F)	
Flow Rate (SCFM)	
Header Pressure (inches H ₂ O)	
Filter Differential Pressure (inches H ₂ O)	
Blower Inlet Pressure (inches H ₂ O)	
Blower Outlet Pressure (inches H ₂ O)	
Discharge Valve Position (% open)	
Flame Arrestor Differential Pressure (inches H ₂ O)	
Flow Totalizer Reading	
System in Vent Position (yes or no)	

Comments

**ATTACHMENT 7
 SHELTON LANDFILL CONTINUOUS AND NON-CONTINUOUS
 PERIMETER MONITORING PROBE FORM**

Technician: _____ Date: _____

Start Time: _____ Finish Time: _____

Weather Conditions

Weather:	Temperature:	Pressure:
----------	--------------	-----------

Monitoring Equipment

Gas Meter:	Serial Number:
Date Last Calibrated:	Calibration Gas Used:

Monitoring Probe Data

Well	%CH4 Displayed	%CH4 Measured	%CO2	Probe Condition	Date of Last Calibration
Continuous Probes					
MW-1					
MW-2					
MW-3					
MW-4					
MW-5					
MW-6					
MW-7					
MW-8					
MW-9					
MW-10					
MW-11					
MW-12					
Non-Continuous Probes					
MW-GP1					
MW-GP2					
MW-GP3					
MW-GP4					
MW-B1					
MW-B2					
MW-B3					

Attachment 8 Shelton On-Site Structure Methane Monitoring Form

Technician: _____

Date: _____

Start Time: _____

Finish Time: _____

Weather Conditions

Weather: _____

Temperature: _____ Pressure: _____

Hand-Held Monitoring Equipment

Gas Meter: _____

Serial Number: _____

Date Last Calibrated: _____

Calibration Gas Used: _____

Structure No.	Name of Structure	CH4 %	LEL %	Checked Continuous Monitor	Tested / Calibrated Continuous Monitors (June, Dec.)
1	Building 866				
2	Vehicle Maintenance Garage				
3	Recycling Trailer				
4	Town Recycling Center				
5	Scale House Trailer				
6	Scale Pit North				
7	Scale Pit South				
8	Vehicle Wheel Wash				
9	Pump Station				
10	Restroom North (Leachate Bldg)				
11	Restroom South (Leachate Bldg.)				
12	Leachate System Control Room				
13	Leachate System Treatment Room				
14	Southeast Leachate Lift Station				
15	Dog House				
15	Gas to Energy Facility				
17	Southeast Control Vault				
18	Northeast Leachate Lift Station				
19	Northeast Control Vault				

Note: This monitoring is to be conducted monthly.

ATTACHMENT 9 SHELTON LANDFILL OFF-SITE PERIMETER GAS MONITORING FORM

Technician: _____

Date: _____

Start Time: _____

Finish Time: _____

Weather Conditions

Weather:	Temperature:	Pressure:
----------	--------------	-----------

Monitoring Equipment

Gas Meter:		Serial Number:
Date Last Calibrated:		Calibration Gas Used:

Perimeter Monitoring Point ID	Depth of Monitoring Point (in inches)	CH ₄ % LEL	CO ₂	O ₂	Balance	Comments
PT-01	36"					
PT-02	36"					
PT-03	36"					
PT-04	36"					
PT-05	36"					
PT-06	36"					
PT-07	36"					
PT-08	36"					
PT-09	36"					
PT-10	36"					
PT-11	36"					
PT-12	36"					
PT-13	36"					
PT-14	36"					
PT-15	36"					
PT-16	36"					

ATTACHMENT 10
SHELTON LANDFILL OFF-SITE STRUCTURE
CONTINUOUS MONITORING SYSTEM INSPECTION FORM

Technician: _____ Date: _____

Start Time: _____ Finish Time: _____

Weather Conditions

Weather: _____ Temperature: _____ Pressure: _____

Hand-Held Monitoring Equipment

Gas Meter: _____ Serial Number: _____

Date Last Calibrated: _____ Calibration Gas Used: _____

Monthly Monitoring

Business Name / Structure	Monitoring Location (Floor, Ceiling, etc)	Time of Reading	Reading on Hand-Held %LEL/%CH ₄	Reading on Continuous Monitor %LEL/%CH ₄	Date Continuous Monitor Last Calibrated*
Centrix					
Golf Center					
Subway 1					
Subway 2					
Wine Shop 1					
Wine Shop 2					
Cumberland Farms					

Quarterly Monitoring

Residential Address/ Owner's Name	Monitoring Location (Floor, Ceiling, etc)	Time of Reading	Reading on Hand-Held %LEL/%CH ₄	Reading on Continuous Monitor %LEL/%CH ₄	Date Continuous Monitor Last Calibrated*
820 Long Hill Road, Ed Comboni					
877 Long Hill Road, Ken Hill					

* Calibrations must be done quarterly at a minimum

ATTACHMENT 12

SHELTON LANDFILL EMERGENCY GENERATOR
MAINTENANCE LOG

Lubrication and Maintenance Service Interval Chart—Generator (Standby) Applications

NOTE: Use service intervals listed below for generator (standby) applications. Match service items below to titles in Lubrication and Maintenance Sections for procedures.

Item	Lubrication and Maintenance Service Intervals				
	Every 2 Weeks	250 Hours or 12 Months	500 Hours or 12 Months	2000 Hours or 24 Months	As Required
Operate Engine at Rated Speed and 50%–70% Load a Minimum of 30 Minutes	•				
Check Engine Oil and Coolant Level	•				
Check Fuel Filter/Water Separator Bowl	•				
Check Air Cleaner Dust Unloader Valve & Indicator ^a	•				
Perform Visual Walkaround Inspection	•				
Service Fire Extinguisher	•				
Change Engine Oil and Replace Oil Filter ^b		•			
Check Engine Mounts		•			
Service Battery		•			
Clean Crankcase Vent Tube		•			
Check Air Intake Hoses, Connections, & System		•			
Replace Fuel Filter Element—Bleed Fuel System		•			
Check Belt Tensioner and Belt Wear		•			
Check Engine Electrical Ground Connection		•			
Check Cooling System		•			
Coolant Solution Analysis-Add SCAs as required		•			
Pressure Test Cooling System		•			
Check Crankshaft Vibration Damper (6.8 L Engines) ^c			•		
Flush Cooling System ^d			•		
Test Thermostats			•		
Check and Adjust Engine Valve Clearance			•		
Add Coolant					•
Replace Air Cleaner Elements					•
Replace Poly-Vee Belt					•

^aReplace primary air cleaner element when restriction indicator shows a vacuum of 625 mm (25 in.) H₂O.

^bChange the oil for the first time before 100 hours maximum of (break-in) operation, then every 250 hours thereafter. If PLUS-50 oil is used along with a John Deere oil filter, the oil change interval may be extended by 50 percent to 375 hours.

^cReplace crankshaft damper every 4500 hours or 60 months, whichever occurs first.

^dIf John Deere COOL-GARD is used, the flushing interval may be extended to 3000 hours or 36 months. If John Deere COOL-GARD is used and the coolant is tested annually AND additives are replenished as needed by adding a supplemental coolant additive, the flushing interval may be extended to 5000 hours or 60 months, whichever occurs first.

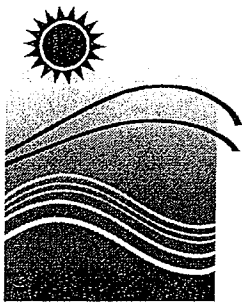
Lubrication and Maintenance

Item	Lubrication and Maintenance Service Intervals				
	Every 2 Weeks	250 Hours or 12 Months	500 Hours or 12 Months	2000 Hours or 24 Months	As Required
Check Fuses					•
Bleed Fuel System					•

RG, RG34710, 7560 -19-07JAN02-2/2

ATTACHMENT 13

Permit No. 0091 to Construct and Operate issued 4-26-02,
modified 12-21-2010, modified 8-19-2011



Connecticut Department of
**ENERGY &
ENVIRONMENTAL
PROTECTION**

**BUREAU OF AIR MANAGEMENT
NEW SOURCE REVIEW PERMIT
TO CONSTRUCT AND OPERATE A STATIONARY SOURCE**

Issued pursuant to Title 22a of the Connecticut General Statutes and Section 22a-174-3a of the Regulations of Connecticut State Agencies.

Owner/Operator:	Connecticut Resources Recovery Authority
Address:	100 Constitution Plaza, 6 th Floor, Hartford, CT 06106-5127
Equipment Location:	Shelton Landfill, Route 110, Shelton, CT 06484
Equipment Description:	Landfill with Gas Collection System and John Zink 18.6 MMBTU ZTOF Enclosed Landfill Flare

Town-Permit Numbers:	163-0091	I CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL <u>Sharon Rowe-Johnson</u> <u>8/19/11</u>
Premises Numbers:	119	
Original CP/OP Issue Date:	April 26, 2002	
Minor Modification Issue Date:	December 21, 2010	
Minor Modification Issue Date:	August 19, 2011	
Expiration Date:	None	

for Anne M. Esty
Daniel C. Esty
Commissioner

August 19, 2011
Date

79 Elm Street, Hartford, CT 06106-5127
www.ct.gov/deep
Affirmative Action/Equal Opportunity Employer

ORIGINAL

**PERMIT FOR MUNICIPAL SOLID WASTE LANDFILL
GAS COLLECTION & CONTROL SYSTEM***

STATE OF CONNECTICUT, DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

The conditions on all pages of this permit and attached appendices shall be verified at all times. Design specifications unless specifically noted elsewhere in this permit need not be verified on a continuous basis. However, demonstration of compliance shall be provided to the commissioner upon request.

- * The landfill's Gas Collection and Control System (GCCS) consists of the following components:
- 1) 105 landfill gas (LFG) collection wells (63 in the central well field and 42 around the landfill perimeter),
 - 2) lateral piping from the LFG collection wells to a main header,
 - 3) condensate discharge piping, traps, sump, and storage tank, and
 - 4) an enclosed flare (John Zink 18.6 MMBTU ZTOF Landfill Flare).

Additions and/or replacements (with similar equipment) intended to improve capture and control of LFG, and remedial actions required by this permit, shall not trigger any permit modification requirements.

**PART I. DESIGN SPECIFICATIONS AND OPERATIONAL CONDITIONS:
Gas Collection and Control System**

A. Design Specifications

1. Fuel Type(s): Landfill Gas
2. Maximum Fuel Consumption over any Consecutive Twelve (12) Month Period (MMft³): 578
3. Trunk Line Fuel Filter Performance Specifications:
 - a. Trunk Line Capture Efficiency (%): 100
 - b. Removal Efficiency (%) at Maximum Flow: 99.5 (> or = to 3 μm)
 - c. Overall Efficiency (%) at Maximum Flow: 99.5 (> or = to 3 μm)
4. Maximum Fuel Firing Rate (scfm): 1,030
5. Minimum Allowable Combustion Temperature (°F): 1,325
6. Minimum Residence Time (seconds): 0.9 @ 1,600°F
7. Maximum Gross Heat Input (MMBTU/hr): 18.6 (@ Estimated LFG Heat Content of 300 BTU/ft³)

FIRM NAME: Connecticut Resources Recovery Authority
EQUIPMENT LOCATION: Shelton Landfill, Route 110, Shelton, CT 06484
EQUIPMENT DESCRIPTION: Landfill with Gas Collection System and John Zink 18.6 MMBTU ZTOF Enclosed Landfill Flare

Town No:163

Premises No:119

Permit No:0091

Stack No:01

ORIGINAL

**PERMIT FOR MUNICIPAL SOLID WASTE LANDFILL
GAS COLLECTION & CONTROL SYSTEM**

STATE OF CONNECTICUT, DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

**PART I. DESIGN SPECIFICATIONS AND OPERATIONAL CONDITIONS,
Gas Collection and Control System, continued:**

8. Minimum Stack Height (ft): 40
9. Maximum Exhaust Gas Flow Rate (acfm): 37,198
10. Minimum Distance from Stack to Property Line (ft): 140
11. Operating Hours: 24 hours/day; 8,760 hours per year
- B. The following operating conditions shall be met at all times:
1. The enclosed flare's minimum destruction efficiency for non-methane organic compounds shall be 98% or an NMOC outlet concentration of 20 ppm by volume dry basis as hexane at 3% oxygen.
 2. The enclosed flare shall be designed for and operated with no visible emissions as determined by Reference Method 22, Visual Determination of Fugitive Emissions from Material Sources and Smoke Emissions from Flares, except for periods not to exceed a total of five minutes during any two consecutive hours.
 3. The Permittee shall install, operate and maintain a flare pilot flame and associated pilot fuel supply to assure the timely, automatic restart of the landfill flare.
 4. The enclosed flare shall be operated with a flame present at all times except as required during maintenance. The presence of a flare flame shall be monitored by a UV scanner or other equivalent device.
 5. The enclosed flare shall be operated in accordance with the manufacturer's specifications and recommendations.
- C. The Permittee shall ensure effective and safe operation of the LFG collection system through compliance with the following operational conditions:
1. Monthly checks of all wells to ensure wellhead vacuum and proper wellhead operation is maintained. Should the positive pressure exist at a wellhead, the Permittee shall take remedial action in accordance with 40 CFR 60.755(a)(3).

FIRM NAME: Connecticut Resources Recovery Authority
 EQUIPMENT LOCATION: Shelton Landfill, Route 110, Shelton, CT 06484
 EQUIPMENT DESCRIPTION: Landfill with Gas Collection System and John Zink
18.6 MMBTU ZTOF Enclosed Landfill Flare

Town No:163

Premises No:119

Permit No:0091

Stack No:01

ORIGINAL

**PERMIT FOR MUNICIPAL SOLID WASTE LANDFILL
GAS COLLECTION & CONTROL SYSTEM**

STATE OF CONNECTICUT, DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

**PART I. DESIGN SPECIFICATIONS AND OPERATIONAL CONDITIONS,
Gas Collection and Control System, continued:**

2. Monthly confirmation at each central wellhead demonstrating both N₂ levels are below 20% and O₂ levels are below 5%. Should the N₂ level equal or exceed 20% and O₂ level equal or exceed 5%, the Permittee shall take remedial action by reducing or shutting off the vacuum to that well until such time as either the oxygen or nitrogen level drops below the relevant threshold.
3. Monthly monitoring of central wellhead LFG temperature to ensure LFG temperature is maintained below 55°C (131°F). If the temperature of a well exceeds 130°F, the Permittee shall shut off the vacuum to the well. If positive pressure is measured at a high temperature well, the Permittee may open the valve to the well to relieve the high pressure, regardless of temperature. The Permittee shall not place the well under vacuum until such time as the temperature is below 131 °F.
4. Monitoring of landfill surface methane concentrations to demonstrate that methane concentrations at any location on the landfill surface do not exceed 500 ppmv above background in accordance with the provisions of 40 CFR 60.755(c). The Permittee shall conduct the first monitoring demonstration, over the entire landfill surface, no later than 30 days after the receipt of the permit to construct. Subsequent to the initial demonstration, the Permittee shall conduct methane landfill surface monitoring quarterly.

All locations exceeding 500 ppmv above background in any round of monitoring shall be monitored and remediated in accordance with the provisions of 40 CFR Part 60.755(c)(4). As long as the actions specified in 40 CFR part 60.755(c)(4) are taken, the exceedance is not a violation of the operational requirements of this permit.

If there are no monitored exceedances of this operational requirement for three consecutive quarterly monitoring periods, thereafter the Permittee shall conduct methane landfill surface monitoring annually. However, if there is an exceedance of the 500 ppm above background detected during annual monitoring, the specific location(s) exceeding 500 ppmv above background shall be monitored and remediated in accordance with the provisions of 40 CFR Part 60.755(c)(4). All other locations below the 500 ppm above background threshold may stay on the annual monitoring schedule.

FIRM NAME: Connecticut Resources Recovery Authority
 EQUIPMENT LOCATION: Shelton Landfill, Route 110, Shelton, CT 06484
 EQUIPMENT DESCRIPTION: Landfill with Gas Collection System and John Zink
18.6 MMBTU ZTOF Enclosed Landfill Flare

Town No:163

Premises No:119

Permit No:0091

Stack No:01

ORIGINAL

**PERMIT FOR MUNICIPAL SOLID WASTE LANDFILL
GAS COLLECTION & CONTROL SYSTEM**

STATE OF CONNECTICUT, DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

**PART I. DESIGN SPECIFICATIONS AND OPERATIONAL CONDITIONS,
Gas Collection and Control System, continued:**

The Permittee shall not be required to conduct periodic methane landfill surface monitoring when the landfill is snow covered.

5. Prompt shutdown of GCCS blower whenever the enclosed flare or other in place controls are inoperable in accordance with the provisions set forth in 40 CFR 60.753(e). However, in order to prevent LFG migration, the GCCS blower may be operated when the emergency by-pass is operated.
- D. The Permittee shall operate the collection system with negative pressure at each central well field wellhead except as provided in 40 CFR 60.753(b).
- E. All flare operating personnel shall be trained on the operation of the flare according to the manufacturer's operating procedures and troubleshooting techniques.
- F. The GCCS shall be operated and maintained only by personnel properly trained in its operation.

PART II. ALLOWABLE EMISSION LIMITS (GCCS):

The Permittee shall not allow emissions from this source to exceed the emission limits stated herein at any time. Final emission limits may be established upon completion of initial compliance testing required herein and the commissioner's acceptance of the test results.

<u>Criteria Pollutants</u>	<u>#/MMBtu</u>	<u>TPY</u>
TSP (Flare)	0.02	1.4
PM-10 (Flare)	0.02	1.4
SO _x (Flare)	0.06	4.9 ¹
NO _x (Flare)	0.06	4.9
VOC (Flare)	0.007	0.6
VOC (Fugitive Emissions) ²	NA	3.2 ²
CO (Flare)	0.20	16.2

FIRM NAME: Connecticut Resources Recovery Authority
 EQUIPMENT LOCATION: Shelton Landfill, Route 110, Shelton, CT 06484
 EQUIPMENT DESCRIPTION: Landfill with Gas Collection System and John Zink
18.6 MMBTU ZTOF Enclosed Landfill Flare

Town No:163

Premises No:119

Permit No:0091

Stack No:01

ORIGINAL

**PERMIT FOR MUNICIPAL SOLID WASTE LANDFILL
GAS COLLECTION & CONTROL SYSTEM**

STATE OF CONNECTICUT, DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

PART II. ALLOWABLE EMISSION LIMITS, continued (GCCS):

- ¹ The ton per year limitation for SO_x is not an enforceable permit condition. However should source testing indicate the annual SO_x emission is greater than five tons per year the Permittee shall perform a BACT analysis as required in Part VI, Item I of this permit.
- ² Fugitive VOC emissions are the VOC in the landfill gas not captured by the gas collection system; this annual emission rate need not be verified by the Permittee.

Demonstration of compliance with the above emission limits shall be met by calculating the emission rates using emission factors from the following sources:

- A. Initial Compliance Demonstration Test Data
- B. Manufacturer's Emissions Data
- C. AP-42, Fifth Edition, Section 2.4
- D. SO_x emissions based on 97% overall oxidation of sulfur compounds contained in the waste gas and 97% overall oxidation of reduced sulfur to oxides of sulfur

**Non-Criteria
Pollutants**

The Permittee shall not allow emissions of any Hazardous Air Pollutant listed on any Table in Section 22a-174-29 of the Regulations of Connecticut State Agencies (hereinafter referred to as RCSA) and emitted from this flare to exceed the Maximum Allowable Stack Concentration ("MASC") as determined pursuant to the provisions of Section 22a-174-29 of the RCSA and Equation 1:

$$\text{MASC } (\mu\text{g}/\text{m}^3) = \frac{0.885 * (\text{HLV}) * [X + 1.08 * V^{.64}]^{1.56}}{V} \quad \text{<Equation 1>}$$

where:

- HLV= Hazard Limiting Value for each specific HAP emitted from the operation of the flare ($\mu\text{g}/\text{m}^3$)
- V= The exhaust gas flowrate exiting the stack (actual m^3/second)
- X= The distance from the stack to the nearest property line (meters)

or simply:

$$\text{MASC } (\text{ug}/\text{m}^3) = 22.1 \times (\text{HLV}) \quad \text{<Equation 2>}$$

FIRM NAME: Connecticut Resources Recovery Authority
EQUIPMENT LOCATION: Shelton Landfill, Route 110, Shelton, CT 06484
EQUIPMENT DESCRIPTION: Landfill with Gas Collection System and John Zink
18.6 MMBTU ZTOF Enclosed Landfill Flare

Town No:163

Premises No:119

Permit No:0091

Stack No:01

ORIGINAL

**PERMIT FOR MUNICIPAL SOLID WASTE LANDFILL
GAS COLLECTION & CONTROL SYSTEM**

STATE OF CONNECTICUT, DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

PART II. ALLOWABLE EMISSION LIMITS, continued (GCCS):

Equation 2 is derived using the maximum exhaust flow rate of 37,198 acfm ($V = 17.55 \text{ m}^3/\text{sec}$) and a minimum property line distance of 140 feet ($x = 42.67 \text{ meters}$).

For any operating period having a duration greater than 30 minutes but less than 8 hours, the Permittee may demonstrate compliance with an adjusted MASC calculated in accordance with Section 22a-174-29(i) of the RCSA; provided that actual emissions during each and every period of eight consecutive hours do not exceed the value of MASC determined using the 8-hr HLV for the Hazardous Air Pollutants emitted.

Nothing in Parts II, III, or IV of this permit shall preclude the Commissioner from requiring other means (e.g. stack testing) to demonstrate compliance with Section 22a-174-29 of the RCSA, as allowed by state or federal statute, law, or regulation.

PART III. MONITORING, REPORTING AND RECORD KEEPING REQUIREMENTS:

- A. The Permittee shall install, operate and routinely calibrate a device or devices to continuously measure and monitor the volumetric flow of waste gas into this flare.
- B. The Permittee shall record the quantity of waste gas burned by this flare during each calendar month. Such records shall include the date of the recording period and the quantity of waste gas, expressed in units of million cubic feet per month.
- C. The Permittee shall record the quantity of pilot fuel burned (propane or natural gas) by the flare during each calendar month. Such records shall include the date of the recording period and the quantity of pilot fuel. Fuel records may be used to calculate the amount of pilot fuel burned.
- D. The Permittee shall install and operate a device or devices to measure and monitor the number of hours of flare operation during each calendar month.
- E. The Permittee shall record the number of hours of flare operation during each calendar month. Such records shall include the date of the recording period and the number of flare operating hours during each recording period.

FIRM NAME: Connecticut Resources Recovery Authority
EQUIPMENT LOCATION: Shelton Landfill, Route 110, Shelton, CT 06484
EQUIPMENT DESCRIPTION: Landfill with Gas Collection System and John Zink 18.6 MMBTU ZTOF Enclosed Landfill Flare

Town No:163

Premises No:119

Permit No:0091

Stack No:01

ORIGINAL

**PERMIT FOR MUNICIPAL SOLID WASTE LANDFILL
GAS COLLECTION & CONTROL SYSTEM**

STATE OF CONNECTICUT, DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

PART III. MONITORING, REPORTING AND RECORD KEEPING REQUIREMENTS,
Continued:

- F. The Permittee shall maintain monthly records of all criteria pollutant emissions calculations and supporting documentation to demonstrate compliance with the annual emission limitations set forth in Part II of this permit. Such records shall assure that the annual emissions of each criteria pollutant can be calculated over any rolling 12-month period.
- G. The Permittee shall maintain records of all GCCS maintenance and calibration operations listed in Part I of this permit as detailed in the facility's amended Operations and Maintenance Plan.
- H. The Permittee shall maintain a complete record of all monitoring conducted pursuant to Part I. C. of this permit and all testing conducted pursuant to Part IV of this permit as well as any periodic testing required in the facility's amended Operations and Maintenance Plan.
- I. The Permittee shall retain any records required under this permit for a period of no less than five calendar years. All records shall be made available to the Commissioner or his agent upon request.
- J. The Permittee shall submit a report annually to the CTDEEP Compliance Assurance and Coordination Unit of the Bureau of Air Management detailing all exceedances of operational conditions monitored pursuant to Part I, Item C (1-5) of this permit. Such report shall include the remedial action taken by the Permittee. The first of such reports shall be due 13 months after the issuance of the permit to operate.

PART IV. SOURCE TEST REQUIREMENTS: (Applicable if -X-Checked)

Source testing shall be required for the following pollutant(s):

- None at this time TSP¹ SOx¹ NOx¹ CO¹
- VOC^{1,2} (as NMOC) PM-10 Pb Other: (HAPS^{2,3})

FIRM NAME: Connecticut Resources Recovery Authority
EQUIPMENT LOCATION: Shelton Landfill, Route 110, Shelton, CT 06484
EQUIPMENT DESCRIPTION: Landfill with Gas Collection System and John Zink
18.6 MMBTU ZTOF Enclosed Landfill Flare

Town No:163

Premises No:119

Permit No:0091

Stack No:01

ORIGINAL

**PERMIT FOR MUNICIPAL SOLID WASTE LANDFILL
GAS COLLECTION & CONTROL SYSTEM**

STATE OF CONNECTICUT, DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

PART IV. SOURCE TEST REQUIREMENTS, continued:

- ¹ Flare Outlet Measurement
² Flare Inlet Measurement
³ HAP measurements and MASC compliance demonstrations shall include the following HAPs common to MSW landfills: acetone, acrylonitrile, benzene, bromodichloromethane, butane, carbon disulfide, carbon tetrachloride, carbonyl sulfide, chlorobenzene, chlorodifluoromethane, chloroethane, chloroform, chloromethane, dichlorobenzenes, dichlorodifluoromethane, 1,1-dichloroethane, 1,2-dichloroethane, trans 1,2-dichloroethene, dichlorofluoromethane, dichloromethane, dimethylsulfide, ethane, ethanol, ethyl mercaptan, ethylbenzene, ethylene dibromide, fluorotrichloromethane, hexane, hydrogen sulfide, mercury, methyl ethyl ketone, methyl iso-butyl ketone, methyl mercaptan, pentane, propane, 2-propanol, propylene dichloride, 1,1,2,2-tetrachloroethane, tetrachloroethylene, toluene, 1,1,1-trichloroethane, trichloroethylene, vinyl chloride, vinylidene chloride, and xylenes

A. Pre-LFG Characterization and Stack Emissions Test, LFG Collection System Remediation and Assessment:

1. The permittee shall complete the landfill gas collection system remediation in accordance with the following timetable:
 - a. Replacement of Well Head Valves by August 31, 2001 (Designated as Wells GW 2, GW3, GW8, GW15, GW17, GW18, GW19, GW21, GW22, GW23, & GW42 on Drawing 1 of 2, Dated 6/29/01)
 - b. Installation of new side slope wells by October 31, 2001 (Designated as wells GW 70, GW 71, GW72, GW 73, & GW 74 on Drawing 1 of 2, Dated 6/29/01)
 - c. Installation of new perimeter wells by October 31, 2001 (Designated as wells 45, 46, 47, & 48 on Drawing 1 of 2, Dated 6/29/01)
2. The Permittee shall conduct a complete assessment of the effectiveness of the central well field within 60 days of receipt of the permit to construct or completion of work under section IV.A. of this permit, whichever occurs later. Such assessment shall be submitted in writing to the commissioner for review and approval 45 days after completion of the assessment. The assessment shall provide a determination as to whether or not a minimum of 90% of the LFG wells in the central well field are fully operational at that time. A fully operational well shall be defined as a well where negative pressure is maintained. The amount of vacuum applied to each well head shall be left to the discretion of the Permittee.

FIRM NAME: Connecticut Resources Recovery Authority
EQUIPMENT LOCATION: Shelton Landfill, Route 110, Shelton, CT 06484
EQUIPMENT DESCRIPTION: Landfill with Gas Collection System and John Zink 18.6 MMBTU ZTOF Enclosed Landfill Flare

Town No:163

Premises No:119

Permit No:0091

Stack No:01

ORIGINAL

**PERMIT FOR MUNICIPAL SOLID WASTE LANDFILL
GAS COLLECTION & CONTROL SYSTEM**

STATE OF CONNECTICUT, DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

PART IV. SOURCE TEST REQUIREMENTS, continued:

3. Should the assessment detailed in Item 1 above indicate that less than 90% of the LFG wells in the central well field are fully operational, the Permittee shall submit in writing to the Commissioner for review and approval an LFG collection system remediation plan. Such plan shall set forth those steps with associated timelines to bring the central well field to a minimum level of 90% operational effectiveness. Weather permitting, the Permittee shall take all reasonable action to assure such LFG collection system remediation is completed within 180 days of Commissioner's approval of the LFG collection system remediation plan. The Permittee shall notify the Commissioner in writing within 150 days of the Commissioner's approval of the LFG collection system remediation plan if the Permittee believes that the remediation of the LFG collection system cannot be completed within the 180 day period required above. Such notification shall include a revised timeline for the remediation of the LFG collection system as well as amended timelines for the submittal of a source test protocol, commencement of LFG characterization and source testing, and submittal of the LFG characterization and source test report.

4. Except as provided above, the Permittee shall submit, to the Stack Test Group, a source test protocol to conduct the LFG Characterization and source emission testing required in Items B and C below within 180 days of the receipt of the permit to construct. All testing required in Items B and C below shall be completed within 60 days of system start-up or DEEP approval of the test protocol, whichever occurs later. The final report of such testing shall be submitted to the Stack Test Group no later than 45 days after the completion of the stack test.

5. All testing shall be conducted in accordance with the general guidelines of Attachment B of this permit unless specifically amended above. The following site-specific testing shall be required:

B. LFG Characterization¹

1. Characterization of LFG with respect to total reduced sulfur, NMOC, methane, oxygen, nitrogen, and hazardous air pollutants (HAPs) common to municipal solid waste (MSW) landfills listed in footnote 3 of Part IV.

FIRM NAME: Connecticut Resources recovery Authority
EQUIPMENT LOCATION: Shelton Landfill, Route 110, Shelton, CT 06484
EQUIPMENT DESCRIPTION: Landfill with Gas Collection System and John Zink
18.6 MMBTU ZTOF Enclosed Landfill Flare

Town No:163

Premises No:119

Permit No:0091

Stack No:01

ORIGINAL

**PERMIT FOR MUNICIPAL SOLID WASTE LANDFILL
GAS COLLECTION & CONTROL SYSTEM**

STATE OF CONNECTICUT, DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

PART IV. SOURCE TEST REQUIREMENTS, continued:

2. Mass spectral tentative identification of HAPs not specifically listed above.
 3. Measurements of the GCCS LFG collection rates (scfm) and estimates of the gas collection system capture efficiency and total LFG production.
- C. Stack Emissions Testing (Enclosed Flare)¹
1. Permit compliance demonstration of VOC (as NMOC) destruction efficiency.
 2. Permit compliance demonstrations for HAP, TSP, NO_x and CO flare emission rates and measurement of SO_x to determine the annual emission rate.
- D. Periodic Stack Emissions Testing (Enclosed Flare)¹

The Permittee shall conduct a permit compliance demonstration for NO_x and CO flare emission rates every five years.

¹ The Permittee shall verify that a minimum of 90% of LFG wells in the central well field of the GCCS network are fully operational 24 hours prior to the initiation of LFG characterization and stack emissions testing.

FIRM NAME: Connecticut Resources recovery Authority
 EQUIPMENT LOCATION: Shelton Landfill, Route 110, Shelton, CT 06484
 EQUIPMENT DESCRIPTION: Landfill with Gas Collection System and John Zink
 18.6 MMBTU ZTOF Enclosed Landfill Flare

Town No:163

Premises No:119

Permit No:0091

Stack No:01

ORIGINAL

**PERMIT FOR MUNICIPAL SOLID WASTE LANDFILL
GAS COLLECTION & CONTROL SYSTEM**

STATE OF CONNECTICUT, DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

PART V: SPECIAL REQUIREMENTS:

- A. The Permittee shall operate and maintain the GCCS in accordance with the manufacturer's specifications and written recommendations.
- B. The Permittee shall operate the landfill and GCCS at all times in a manner so as not to violate or contribute significantly to the violation of any applicable state noise control regulations, as set forth in Sections 22a-69-1 through 22a-69-7.4 of the Regulations.
- C. The Permittee shall comply with state odor regulations, as set forth in Section 22a-174-23 of the Regulations.
- D. The Permittee shall maintain the landfill surface (i.e. cover material) and/or replace, modify or supplement all components of the gas collection system as required to assure effective LFG collection to prevent nuisance odors, and to minimize the venting of LFG at the landfill surface.
- E. The Permittee shall comply with all applicable sections of 40 CFR Part 62, subpart GGG.
- F. The amended Operations and Maintenance Plan shall be submitted to the Commissioner for review and approval within 90 days of the effective date of the permit to construct.
- G. The replacement, repair, addition, or retirement of any LFG well(s) or components (provided such components, if replaced, are replaced with components of equivalent design and performance specifications), and any remedial action taken pursuant to the terms of this permit, shall not require a modification of this permit.
- H. The Permittee shall not inject LFG condensate and/or landfill leachate into the enclosed flare.
- I. The Permittee shall submit a Top-Down BACT analysis for SO_x and/or NO_x if the initial performance test indicates that SO_x and/or NO_x emissions exceed 5 TPY or such level as may be required by the Commissioner.
- J. Except as provided in the Public Use and Recreation Plan approved by the Commissioner, the Permittee shall restrict the public from uncontrolled access to any location on the premise/landfill.

FIRM NAME: Connecticut Resources recovery Authority
 EQUIPMENT LOCATION: Shelton Landfill, Route 110, Shelton, CT 06484
 EQUIPMENT DESCRIPTION: Landfill with Gas Collection System and John Zink
18.6 MMBTU ZTOF Enclosed Landfill Flare

Town No:163

Premises No:119

Permit No:0091

Stack No:01

ORIGINAL

**PERMIT FOR MUNICIPAL SOLID WASTE LANDFILL
GAS COLLECTION & CONTROL SYSTEM**

STATE OF CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

PART VI. ADDITIONAL TERMS AND CONDITIONS:

- A. This permit does not relieve the Permittee of the responsibility to conduct, maintain and operate the regulated activity in compliance with all applicable requirements of any federal, municipal or other state agency. Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local law.
- B. Any representative of DEEP may enter the Permittee's site in accordance with constitutional limitations at all reasonable times without prior notice, for the purposes of inspecting, monitoring and enforcing the terms and conditions of this permit and applicable state law.
- C. This permit may be revoked, suspended, modified or transferred in accordance with applicable law.
- D. This permit is subject to and in no way derogates from any present or future property rights or other rights or powers of the State of Connecticut and conveys no property rights in real estate or material, nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state or local laws or regulations pertinent to the facility or regulated activity affected thereby. This permit shall neither create nor affect any rights of persons or municipalities who are not parties to this permit.
- E. Any document, including any notice, which is required to be submitted to the commissioner under this permit shall be signed by a duly authorized representative of the Permittee and by the person who is responsible for actually preparing such document, each of whom shall certify in writing as follows: "I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statement made in the submitted information may be punishable as a criminal offense under Section 22a-175 of the Connecticut General Statutes, under Section 53a-157b of the Connecticut General Statutes, and in accordance with any applicable statute."
- F. Nothing in this permit shall affect the commissioner's authority to institute any proceeding or take any other action to prevent or abate violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law, including but not limited to violations of this or any other permit issued to the Permittee by the commissioner.

FIRM NAME: Connecticut Resources Recovery Authority
EQUIPMENT LOCATION: Shelton Landfill, Route 110, Shelton, CT 06484
EQUIPMENT DESCRIPTION: Landfill with Gas Collection System and John Zink
18.6 MMBTU ZTOF Enclosed Landfill Flare

Town No:163

Premises No:119

Permit No:0091

Stack No:01

ORIGINAL

**PERMIT FOR MUNICIPAL SOLID WASTE LANDFILL
GAS COLLECTION & CONTROL SYSTEM**

STATE OF CONNECTICUT, DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

PART VI. ADDITIONAL TERMS AND CONDITIONS, continued:

- G. Within 15 days of the date the Permittee becomes aware of a change in any information submitted to the commissioner under this permit, or that any such information was inaccurate or misleading or that any relevant information was omitted, the Permittee shall submit the correct or omitted information to the commissioner.
- H. The date of submission to the commissioner of any document required by this permit shall be the date such document is received by the commissioner. The date of any notice by the commissioner under this permit, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the commissioner, whichever is earlier. Except as otherwise specified in this permit, the word "day" means calendar day. Any document or action which is required by this permit to be submitted or performed by a date which falls on a Saturday, Sunday or legal holiday shall be submitted or performed by the next business day thereafter.
- I. Any document required to be submitted to the commissioner under this permit shall, unless otherwise specified in writing by the commissioner, be directed to: Office of Director; Engineering & Enforcement Division; Bureau of Air Management; Department of Energy & Environmental Protection; 79 Elm Street, 5th Floor; Hartford, Connecticut 06106-5127.

FIRM NAME: Connecticut Resources Recovery Authority
 EQUIPMENT LOCATION: Shelton Landfill, Route 110, Shelton, CT 06484
 EQUIPMENT DESCRIPTION: Landfill with Gas Collection System and John Zink
 18.6 MMBTU ZTOF Enclosed Landfill Flare

Town No:163

Premises No:119

Permit No:0091

Stack No:01

ORIGINAL

PERMIT FOR MUNICIPAL SOLID WASTE LANDFILL
GAS COLLECTION & CONTROL SYSTEM

STATE OF CONNECTICUT, DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION
BUREAU OF AIR MANAGEMENT

Appendices attached (Applicable if -X- checked)

- B Stack Emission Test Requirements
- C New Source Performance Standards
- E Control Equipment Specifications

Town No: 163

Premise No: 119

Permit No: 0091

Stack No: 01

ORIGINAL

APPENDIX B: SOURCE STACK TESTING GENERAL REQUIREMENTS

The owner/operator shall conduct stack testing within sixty (60) days of achieving the maximum production rate, but not later than one hundred-eighty (180) days after initial start up, unless specified otherwise within this permit.

Pursuant to the Regulations of Connecticut State Agencies, the owner/operator of this facility shall submit an Intent-to-Test (ITT) package consisting of an ITT form (Form AE404) and a test protocol. The test protocol shall be consistent with the Bureau's Emission Source Test Guideline specifying the test methodology to be followed and the conditions under which the process and its control equipment will be operated. The process shall be operated at a minimum of 90% of the permitted maximum rated capacity and the control equipment shall be operated as specified in this permit.

All proposed test methods shall comply with appropriate Federal test methods or methods acceptable to the Bureau. The ITT package must demonstrate compliance with applicable requirements of the Code of Federal Regulations (CFR) Title 40 Parts 51, 60 and 61. Any proposed test methods that deviate from those specified in these regulations must be approved by the Bureau prior to stack testing. All sampling ports shall be installed and located in compliance with 40 CFR Part 60 Appendix A, Method 1. Final plans showing the location of all sampling ports shall be submitted with the ITT package to the Air Bureau's Stack Test Group for approval prior to stack testing. Please submit an original and one copy of the ITT package to: Bureau of Air Management, New Source Review Section, 79 Elm Street, 5th Floor, Hartford, Connecticut 06106-5127.

An inspection of the source may be conducted to verify that appropriate instrumentation is available, and to determine the source process parameters, indicative of compliant operation, to be monitored during stack testing. Once the ITT package is approved, the owner/operator shall be notified, in writing, by the Bureau's Stack Test Group.

The source test must be scheduled, monitored by Bureau personnel, and completed within sixty (60) days from the date of Bureau approval of the proposed ITT package. It is the source's responsibility to conduct preparatory testing for tuning or debugging purposes prior to the Bureau-monitored stack testing. An acceptable test report must be submitted to the Bureau within forty-five (45) days of the completion of emissions testing. The owner/operator shall respond to any test report deficiency within fifteen (15) days of notification by the Bureau.

Acceptable test results will be incorporated into the final permit to operate. In the event that the stack test report is unacceptable, or the tested values show that the source is not in compliance with applicable permit conditions or regulations, a final permit to operate will be not be issued until the owner/operator responds to and corrects any deficiencies. The Bureau may issue an Administrative Order if there is a likelihood that the source may demonstrate compliance through a process modification and a retest.

APPENDIX E
Control Equipment

Air Pollution Control Equipment (applicable if -X- checked).

The following specifications need not be verified on a continuous basis, however, if requested by the Bureau, demonstration shall be shown.

Afterburner (Enclosed Flare)
Make and Model: John Zink 18.6 MMBtu ZTOF Landfill Flare
Minimum Operating Temperature (°F): 1,325
Minimum Residence Time (sec): 0.9 @ 1,600 °F
Minimum VOC/HC Destruction Efficiency (%): 98
Minimum Gas Flow Rate at Maximum Rated Capacity (acfm): 37,198

Other - Minimum Fuel Pre-Filter Performance Specifications:
Trunk Line Capture Efficiency (%): 100
Trunk Line Removal Efficiency (%) at Maximum Flow: 99.5 (> or = to 3 micrometers (µm))
Trunk Line Overall Efficiency (%) at Maximum Flow: 99.5 (> or = to 3 micrometers (µm))

Control Equipment Malfunction

1. Equipment or methods which control "air pollutant" "emissions" from a "stationary source" and which are necessary to the operation of such "stationary source" in compliance with applicable "emission standards" and regulations shall be maintained in operation at all times that the "stationary source" is in operation or emitting "air pollutants". This includes instruments required by permit, order, or regulation which measure those source operating parameters which affect air pollutant emissions, air pollution control equipment, or other instruments which measure meteorological data required by permit, order or regulation.
2. No "person" shall deliberately shut down any such control equipment, method or other instruments specified in subsection 22a-174-7(a) while the "source" is in operation except for such necessary maintenance as cannot be accomplished when the "stationary source" itself is not in operation and is not emitting "air pollutants".
3. In the event of breakdown, failure, or deliberate shut down of any control equipment, method, or other instrument specified in subsection 22a-174-7(a) during which time the "stationary source" will be in operation, all reasonable measures shall be taken to assure resumption of the control equipment as soon as possible. Due diligence shall be exercised to minimize "emissions" while the control equipment or method is inoperative. In the event such shutdown of control equipment or methods is expected or may reasonably be expected to continue for longer than 72 hours, and if the "source" is to be operated at any time during that period, the "commissioner" shall be notified within twenty-four (24) hours or by 10 o'clock a.m. (10:00am) the following business day, whichever is later. Such notice shall include, but is not limited to, the following:
 - a. Identification of the specific equipment or instrument taken out, or to be taken out, of service as well as its location, and, where applicable, registration or permit number;

Town No: 163

Premise No: 119

Permit No: 0091

Stack No: 01

ORIGINAL

APPENDIX E
Control Equipment

- b. The expected length of time that the "air pollution" control equipment or instrument will be out of service;
 - c. The nature and quantity of "emissions" of "air pollutants" likely to be emitted during the shutdown period;
 - d. Measures such as the use of offshift labor and equipment that will be taken to minimize the length of the shutdown period;
 - e. The reasons that it would be impossible or impractical to shut down the "stationary source" operation during the maintenance period;
4. The "commissioner" may attach conditions to the operation of the "source" during the period of shutdown or breakdown.



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



August 19, 2011

RECEIVED

AUG 23 2011

CRRA
OPERATIONS

Mr. Christopher R. Shepard, P.E.
Environmental Engineer
CRRA- Shelton Landfill
100 Constitution Plaza, 6th Floor
Hartford, CT 06106-5127

Dear Mr. Shepard:

Enclosed is a copy of your modified permit to construct and operate a Landfill with Gas Collection System and John Zink 18.6 MMBTU ZTOF Enclosed Landfill Flare at the above location.

This letter does not relieve you of the responsibility to comply with the requirements of other appropriate Federal, State, and municipal agencies. This permit is not transferable from one permittee to another (without prior written approval), from one location to another, or from one piece of equipment to another. The permit must be made available at the site of operation throughout the period that such permit is in effect.

Permit renewal applications must be filed at least 120 days prior to the permit expiration date, if applicable. Pursuant to Section 22a-174-3a of the Regulations of Connecticut State Agencies, CRRA- Shelton Landfill must apply for a permit modification/revision in writing if it plans any physical change, change in method of operation, or addition to this source which constitutes a modification or revision pursuant to Section 22a-174-1 and 22a-174-2a, respectively. Any such changes should first be discussed with Ms. Lidia Howard of the Bureau of Air Management, by calling (860) 424-3539.

Sincerely,

Gary S. Rose
Director
Engineering & Enforcement Division
Bureau of Air Management

GSR:ljh
Enclosure

CONTRACT PRICE AND PAYMENT RATE SCHEDULE

[The Contract Price And Payment Rate Schedule will be added by CRRA based on the successful Proposer's(s') Proposal Price And Payment Rate Schedule Form for each site awarded to the successful proposer(s), as such Form may be modified as a result of negotiations between CRRA and the successful Proposer.]



TRAVEL POLICY AND EXPENSE REPORTING

**BOARD OF DIRECTORS POLICY AND PROCEDURE
NUMBER 032**

**APPROVED BY CRRA BOARD OF DIRECTORS
SEPTEMBER 29, 2005**

TABLE OF CONTENTS

1.	GENERAL STATEMENT	1
2.	APPROVALS	1
3.	TRANSPORTATION	1
3.1	Rental Automobile.....	2
3.2	Business Use Of Employee’s Car	2
3.3	Air Travel.....	3
3.4	Taxis	3
3.5	CRRA Owned Automobiles	4
4.	MEALS	4
5.	LODGING.....	4
6.	INCIDENTALS	4
7.	PERSONAL EXPENSES	4
8.	OTHER BUSINESS EXPENSES	4
9.	EXPENSE REPORTING	5
10.	RECEIPTS	5
11.	EXCEPTIONS	5

CONNECTICUT RESOURCES RECOVERY AUTHORITY TRAVEL POLICY AND EXPENSE REPORTING

1. GENERAL STATEMENT

This Travel Policy and Expense Reporting guide presents the policies that all CRRA employees (hereafter “employee(s)”) must adhere to in the planning and conducting of their business travel and their reimbursement requests. CRRA requires that all travel expenditures and their accountings meet the Internal Revenue Service requirements of “ordinary, necessary and reasonable” and should be conservative and consistent with the nature of the business assignment. These policies safeguard CRRA and protect the employee from being assessed additional taxable income. All employees are expected to fully comply with the policies and instructions in this guide. Reimbursements for actual and necessary expenses made to Directors of CRRA shall be made consistent with the provisions of this Travel Policy And Expense Reporting guide; however, as stated in the Connecticut General Statutes, Directors shall not be required to obtain pre-approval from the President for any expenses.

2. APPROVALS

Prior written approval by the President or the employee’s Division Head at least one (1) week in advance is required for all overnight trips out of state, except in an emergency. It is the obligation of the employee to obtain this prior approval and no reimbursement will be made without this approval.

Prior written approval by the President or the employee’s Division Head at least one (1) week in advance is required for all employee trips that are for educational seminars, professional conferences, vendor-initiated field trips, and industry organization events.

To obtain written approval, the employee must complete the overnight travel form, and, if a cash advance is requested, complete a cash advance form that estimates the out-of-pocket expenses, and submit the completed form(s) to the appropriate Division Head or President in as far in advance as possible of departure date.

3. TRANSPORTATION

Transportation expenses should be kept to a minimum. The most direct and practical route should be selected.

3.1 Rental Automobile

Rental car expenses will be paid by CRRA and whenever possible should be billed directly to CRRA to take advantage of CRRA's tax-exempt status and any other discounts available to CRRA.

3.1.1 Insurance

3.1.1.1 Business Use Of A Rental Automobile

Employees on business do not need to purchase additional insurance coverage (collision damage waiver or excess liability) from the rental company. The Corporate Insurance Program covers these risks. Please note that all vehicles must be rented in CRRA's name to have CRRA's policy cover the employee.

3.1.1.2 Personal Use Of A Rental Automobile

Employees are prohibited from using a CRRA rental automobile for personal use. Personal use that is incidental to CRRA business use will be covered by the CRRA insurance policy as long as the vehicle was rented in CRRA's name. Incidental usage is defined as usage of the vehicle that is directly related to business usage (e.g. mileage to get meals on a business trip).

3.2 Business Use Of Employee's Car

3.2.1 Reimbursement Rate

The reimbursement rate for an employee's use of their personal automobile for CRRA business is the IRS approved rate, as adjusted from time to time by the IRS, for employee use of their personal car on business. The above mileage reimbursement allowance for business use of an employee's vehicle is calculated in a manner that takes into account all auto-related expenses, including the cost of carrying insurance (without a deductible). Therefore, CRRA will not reimburse an employee for vehicle damage or personal liability that occurs while a personal automobile is being used on CRRA business if the employee drives their personal vehicle 2,500 miles per year or more. This includes any deductible that may apply. However, if an employee's vehicle is driven on company business 2,500 miles or less annually, and is involved in a motor vehicle accident, CRRA will reimburse the employee through the normal expense reimbursement process for their physical damage deductible up to a maximum of \$500.00 per accident. Evidence of the payment of the deductible by the employee must be provided to CRRA in order to receive reimbursement. (Traveling on business does not include any travel involved in commuting to or from work, lunch time errands or anything other than authorized business use). Before an employee seeks the foregoing reimbursement for the use of his personal automobile, the

employee shall provide CRRA with written evidence of his personal automobile insurance with limits as required by the Connecticut General Statutes. The foregoing written proof shall be kept on file in the CRRA Finance Division.

3.2.2 Mileage Calculation

In all travel away from the CRRA office, the employee will be reimbursed using the shortest distance between points. For travel from Hartford to a CRRA facility, the President shall cause the shortest distance to be determined and the President shall cause such determination to be made available to employees. Unless approved by an employee's Division Head, employees shall use the distances determined by the President in all requests for reimbursement for travel from Hartford to a CRRA facility. An employee may request and the employee's Division Head may approve distances other than those determined by the President in extraordinary circumstances when, for reasons beyond the control of the employee, the route of the shortest distance was not reasonably available for use.

In calculating mileage, the normal commute mileage to and from the employee's home to the employee's assigned place of work must be deducted from the total trip mileage. For example, if the total trip mileage equals 100 miles, and normal commute mileage equals 20 miles, CRRA will reimburse the employee for 80 miles. This is in accordance with Internal Revenue Service and State of Connecticut policy.

3.2.3 Tolls/Parking

No receipts are necessary for tolls or parking unless they exceed five (\$5.00) dollars.

3.3 Air Travel

All air travel requires prior approval from the CRRA President. For approved travel, CRRA will reimburse employees only for coach accommodations. Employees are encouraged to inquire about discount packages and to take advantage of the least costly route whenever possible. When an employee plans a trip, the reservations should be made as far in advance as practical to obtain the lowest rate. All approved air travel for the previous month shall be reported to the CRRA Board of Directors at its next Board Meeting.

3.4 Taxis

Taxi service may be used when no other form of public transportation is available or when the cost of a taxi is close to the cost of public transportation. Employees are encouraged to use courtesy cars, airport limousines, or buses whenever possible. Since some taxi services do not provide receipts, you should have the back of your business card signed, dated, and the amount of the fare indicated by the driver.

3.5 CRRA Owned Automobiles

Please refer to the CRRA Vehicle Usage Policy adopted by the CRRA Board of Directors at its November 21, 2003, Board of Directors Meeting.

4. MEALS

Permissible expenditures for meals and tips depend on location and circumstances. Only reasonable and customary charges will be allowed and reimbursed by CRRA. An exception may be granted by the President in unusual circumstances. In-state breakfast, lunch, and dinner will not be reimbursed unless they involve a business meeting.

5. LODGING

Lodging accommodations in reasonable and economically priced single occupancy rooms, including customary tips, are reimbursable if the employee has to stay away from home overnight because of unfinished business or an early morning business meeting.

Employees should request government rates at the time of making reservations.

6. INCIDENTALS

The incidentals allowance encompasses such things as gratuities and one telephone call a day of reasonable duration to the employee's home. It is anticipated that the cost of such calls generally will appear on the employee's hotel bill.

7. PERSONAL EXPENSES

Some travel expenses are considered personal and CRRA will not reimburse them. The following, while not all inclusive, lists examples of such personal expenses that are not reimbursable expenses: amusements, athletic events, barbers, books for personal reading, athletic court or gym costs, damage to luggage, fines, hair stylists, magazines, newspapers, movies, and saunas.

8. OTHER BUSINESS EXPENSES

With prior approval of the President, CRRA will reimburse an employee for the incidental costs necessary to further an important CRRA business purpose. Any foregoing expense must be reported to the Board at the Board's next Board of Directors meeting. Any such expense must be documented by showing the following:

- The name(s) of the person or persons and the location and nature of the expense.
- The business relationship with CRRA.
- The specific business reason for the expense.
- The actual business conducted.

CRRA will not reimburse the cost of home entertaining.

9. EXPENSE REPORTING

All expense reporting must be submitted to CRRA using the CRRA expense reimbursement form(s) within twenty working days after the day the employee returns from his/her trip.

10. RECEIPTS

Employees shall obtain receipts for all travel expenses, exclusive of mileage reimbursement. This includes receipts for all meals, airfare, bus fare, taxi, toll or parking charges in excess of \$5.00 dollars, limousine, hotel, and registration fees. Travel expenses in excess of the stated guidelines herein will be reimbursed only if all receipts accompany expense vouchers. Expenses submitted without a receipt, except for gratuity and certain transfer charges, may not be reimbursed.

Original receipts are required for all entertainment.

11. EXCEPTIONS

Exceptions to these travel and expense guidelines will be authorized only upon the prior authorization of President when the circumstances warrant. Any such exception to these travel and expense guidelines should be documented and the President should notify the CRRA Board of Directors of such exception at the Board's next Board Meeting.

ORIGINAL

Approved by: Board of Directors
Effective Date: 05/20/04

REVISION 1

Prepared by: Jim Bolduc, Chief Financial Officer
Approved by: Board of Directors
Effective Date: 09/29/05

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. The below addresses are to be used for giving required notice.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

--	--

OWNER (Name and Address):

Connecticut Resources Recovery Authority 100 Constitution Plaza, 6 th Floor Hartford, CT 06103-1722
--

AGREEMENT

DATE:	
AMOUNT:	
PROJECT DESCRIPTION <small>(Including Name and Location):</small>	

BOND

BOND NUMBER:	
DATE: <small>(Not earlier than Agreement Date)</small>	
AMOUNT:	DOLLARS (\$ _____)

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on Pages 2 and 3 hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

--

(SEAL)

--

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

SIGNATURE:		SIGNATURE:	
NAME AND TITLE:		NAME AND TITLE:	

TERMS AND CONDITIONS TO PERFORMANCE BOND

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the foregoing Agreement, the terms of which are incorporated herein by reference. Any singular reference to the Contractor, the Surety, the Owner or any other party herein shall be considered plural where applicable.
2. If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default (as hereinafter defined), the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default (as hereinafter defined) and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default (as hereinafter defined) and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.
 - 3.3 The Owner has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Agreement in accordance with the terms of the agreement with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Agreement; or
 - 4.2 Undertake to perform and complete the Agreement itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Agreement, and pay to the Owner the amount of damages described in Paragraph 6; or
- 4.4 Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Agreement;
 - 6.2 Additional legal and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner or its successors and assigns.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.

O&M of the Landfill Gas Collection System and Thermal Oxidizer System
Form of Agreement Exhibit D1

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Agreement Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.
 - 12.2 Agreement: The agreement between the Owner and the Contractor identified on the signature page, including all Agreement Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with any of the terms of the Agreement.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement or to perform and complete or comply with the other terms hereof.

LETTER OF CREDIT

To Be Issued By a Connecticut Bank Or By a National Banking Association

Irrevocable Standby Letter Of Credit No.	[LETTER OF CREDIT #]		
Issuance Date:	[DATE]	Expiration Date:	[DATE]
Beneficiary:	Connecticut Resources Recovery Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103		

Gentlemen:

We hereby establish our Irrevocable Standby Letter Of Credit No. **[Letter Of Credit #]** in favor of the "Beneficiary," Connecticut Resources Recovery Authority ("CRRA"), at the request and for the account of **[Name of Contractor]**, for the sum or sums up to the aggregate amount of **[amount of Letter Of Credit]** available for payment against your draft(s) at sight on us.

Drafts must be drawn and presented to us at this office not later than our close of business on **[Date]** or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter Of Credit No. **[Letter Of Credit #]**."

Drafts must be accompanied by a certified statement from the Beneficiary that **[name of Contractor]** has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain Operation And Maintenance Of The Landfill Gas Collection System And Thermal Oxidizer Station at the *[name of landfill or landfills to be inserted in final]* Agreement between **[name of Contractor]** and CRRA, dated as of **[Date]**.

Partial drawings hereunder are permitted.

We hereby agree with you that drafts drawn under and in compliance with the above terms of this Letter Of Credit shall be duly and promptly honored on due presentation and delivery to us on or before the above-referenced expiration date or any duly extended expiration date.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of **[name of the issuing Connecticut Bank or National Banking Association]** under this Letter of Credit is the individual obligation of **[name of the issuing Connecticut Bank or National Banking Association]** and is in no way contingent upon reimbursement with respect thereto.

It is a condition of this Letter Of Credit that it is deemed to be automatically extended without amendment for one (1) year from the expiration date stated above, or any future expiration date, unless not later than ninety (90) days prior to the expiration date stated above or the then current expiration date we notify you by registered mail that we elect not to renew this Letter Of Credit for any such additional period.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter Of Credit shall be duly honored by us at your first demand, notwithstanding any contestation or dispute between you and **[name of Contractor]**, if presented to us in accordance with the provisions hereof.

This Letter of Credit is subject to and governed by the laws of the State of Connecticut, the decisions of the courts of that state, and the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500 and in the event of any conflict, the laws of the State of Connecticut and the decisions of the courts of that state will control. If this Letter Of Credit expires during an interruption of business of this bank as described in Article 17 of said Publication 500, **[name of issuing Connecticut Bank or National Banking Association]** hereby specifically agrees to effect payment if this Letter of Credit is drawn against within thirty (30) days after the resumption of business from such interruption.

Very truly yours,

Authorized Signature for
[name of issuing Connecticut Bank or National Banking Association]

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."

O&M of the Landfill Gas Collection System and Thermal Oxidizer System
Form of Agreement Exhibit E

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.



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a proposal to the Connecticut Resources Recovery Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, physical disability or sexual orientation.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) (“Contractor”).

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the “AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION AND THE ELLINGTON AND SHELTON LANDFILLS” (the “Agreement”) with the Connecticut Resources Recovery Authority; and
2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

Sections 4a-60(a)(1) and 4a-60a(a)(1) of the Connecticut General Statutes follow.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;



AFFIDAVIT CONCERNING CONSULTING FEES

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the successful proposer for an Agreement (the "Contractor"). Such chief official of the Contractor must be the person who is properly authorized to execute the Agreement on behalf of the Contractor. This Affidavit must be properly executed at the same time that the Contractor executes the Agreement. If the Contractor fails to execute this Affidavit, the Contractor shall be disqualified for the Agreement.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath.
I am _____ (title) of
_____ (firm name), an entity duly
formed and existing under the laws of _____ (name of state or commonwealth)
("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION AND THE ELLINGTON AND SHELTON LANDFILLS" (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of CRRA, whether or not direct contact with CRRA, a CRRA official, a CRRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

¹ Pursuant to Section 1-94 of Chapter 10 the Connecticut General Statutes, a lobbyist as defined in the Chapter is required to register with the Office of State Ethics.

² Pursuant to Section 41-81 of the Connecticut General Statutes, for the purposes of this Affidavit, "consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such affidavit is submitted in accordance with the provisions of this section.

TABLE 1: Disclosure of Consulting Agreements

(If Contractor has not entered into any consulting agreements² in connection with the Agreement, Contractor should enter “None” in the space provided for the “Name of Consultant.”)

Name of Consultant:	
Name of Consultant’s Firm:	
Description of the Basic Terms of the Consulting Agreement:	
Brief Description of the Services Provided:	
Is the Consultant a Former State Employee or Public Official?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to the question above concerning whether or not the consultant is a former state employee or public official is “Yes,” the following information must be provided.	
Name of Former Agency:	
Date Employment Terminated:	

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

 Notary Public/Commissioner of the Superior Court

 Commission Expiration Date



**CONTRACTOR'S CERTIFICATION
CONCERNING GIFTS**

**AGREEMENT FOR THE OPERATION AND MAINTENANCE OF
THE LANDFILL GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION
AT THE ELLINGTON AND SHELTON LANDFILLS**

(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 proposer 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 proposal for the "AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION AND THE ELLINGTON AND SHELTON LANDFILLS" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful proposer for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between February 1, 2013 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 proposal 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 proposal for or the negotiation of the Agreement

to

- (1) Any public official or employee of CRRA who participated substantially in the preparation of the proposal solicitation 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 proposal 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 Proposals for the Agreement

David Bodendorf, Senior Environmental Engineer
Roger Guzowski, Contract and Procurement Manager
Peter Egan, Director of Operations and Environmental Affairs
Thomas Kirk, President

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

Governor Dannel P. Malloy
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative Brendan Sharkey, 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 _____ 20 ____

Notary Public/Commissioner of the Superior Court

O&M of the Landfill Gas Collection System and Thermal Oxidizer System
Form of Agreement Exhibit H

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, fiance 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.



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

**AGREEMENT FOR THE OPERATION AND MAINTENANCE OF
THE GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION
AT THE ELLINGTON AND SHELTON LANDFILLS
Awarded To**

[NAME OF CONTRACTOR/CONSULTANT]

(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 FOR THE OPERATION AND MAINTENANCE OF THE GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION AND THE ELLINGTON AND SHELTON LANDFILLS" 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 _____ 20 ____

Notary Public/Commissioner of the Superior Court