



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

**FOR**

**WASTE TRANSPORTATION AND TRANSFER STATION  
OPERATION AND MAINTENANCE SERVICES  
(RFP Number 13-OP-001)**

**PROPOSAL DUE DATE: December 6, 2012**

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

**November 7, 2012**

**REQUEST FOR PROPOSALS**  
**For**  
**WASTE TRANSPORTATION AND TRANSFER STATION OPERATION AND**  
**MAINTENANCE SERVICES**  
**CONNECTICUT SOLID WASTE SYSTEM**

**(RFP Number FY13-OP-001)**

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722

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**REQUEST FOR PROPOSALS  
FOR  
WASTE TRANSPORTATION AND TRANSFER STATION  
OPERATION AND MAINTENANCE SERVICES FOR  
CONNECTICUT SOLID WASTE SYSTEM**

**SECTION 1**

**NOTICE TO CONTRACTORS  
REQUEST FOR PROPOSALS**



# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## NOTICE TO CONTRACTORS – REQUEST FOR PROPOSALS

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 is seeking price proposals from qualified entities to furnish all vehicles, equipment, labor, parts, materials, maintenance, supervision and all other items labor and material for:

- the operation and maintenance of CRRA's transfer stations supporting the Connecticut Solid Waste System<sup>1</sup> (the "CSWS"), and
- the transportation of the Acceptable Waste, Acceptable Recyclables, Non-Processible Waste, and Unacceptable Waste, delivered to CRRA's transfer stations.

The transfer stations that are the subject of this RFP are the:

- Essex Transfer Station located on Town Dump Road (off of Route 154), Essex, Connecticut;
- Torrington Transfer Station located on Old Dump Road (off of South Main Street), Torrington, Connecticut; and
- Watertown Transfer Station located on Echo Lake Road (near exit 37 off of Route 8), Watertown, Connecticut.

Request For Proposal ("RFP") package documents may be obtained on the World Wide Web at <http://www.crta.org> under the "Business Opportunities" page beginning **Wednesday, November 7, 2012**. The documents will also be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> 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."

There will be a **guided, non-mandatory pre-proposal site tours for prospective Proposers as follows:**

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<sup>1</sup> On November 15, 2012 CRRA will retire the bonds associated with the construction of the facilities associated with Mid-Connecticut Project and CRRA will from an accounting perspective "close the books" on the Mid-Connecticut Project. Effective November 16, 2012, the former Mid-Connecticut Project will be called the Connecticut Solid Waste System. The names of the Mid-Connecticut Resource Recovery Facility and Mid-Connecticut Regional Recycling Facility will continue to be used.

- At 9am on Thursday, November 15, 2012 at the Watertown Transfer Station
- At 11am on Thursday, November 15, 2012 at the Torrington Transfer Station
- At 10am on Friday, November 16, 2012 at the Essex Transfer Station

Any prospective Proposer intending to participate in the site tours should notify CRRA by submitting the Notice of Interest Form (Section 4 of the Proposal package documents) to Roger Guzowski ([rguzowski@crra.org](mailto:rguzowski@crra.org) or (860) 757-7703) by Wednesday, November 14, 2012.

**Sealed proposals will be received at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722 no later than 3pm Eastern Time on Thursday, December 6, 2012.** Proposals received after the time and date set forth above shall be rejected. All proposals shall remain open for ninety (90) days after the Proposal due date.

Proposals will be opened at CRRA's convenience on or after the Proposal due date. CRRA reserves the right to waive any informality or informalities in any Proposal or the Proposal process and to reject any or all of the proposals, or any part(s) thereof. Note that all information submitted by Proposer is subject to the Freedom of Information Act.

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.

All questions regarding this RFP must be submitted **in writing** to Roger Guzowski, Contract and Procurement Manager, by e-mail ([rguzowski@crra.org](mailto:rguzowski@crra.org)) by fax (860) 757-7742, or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103) no later than 12 noon, Wednesday, November 21, 2012. Any firm considering submitting a proposal is prohibited from having any communications about this RFP or any resulting contract with any CRRA staff member or CRRA Board member except Mr. Guzowski.

**REQUEST FOR PROPOSALS  
FOR  
WASTE TRANSPORTATION AND TRANSFER STATION  
OPERATION AND MAINTENANCE SERVICES FOR  
CONNECTICUT SOLID WASTE SYSTEM**

**SECTION 2**

**INSTRUCTIONS TO PROPOSERS**

# INSTRUCTIONS TO PROPOSERS

## WASTE TRANSPORTATION AND TRANSFER STATION OPERATION AND MAINTENANCE SERVICES (RFP Number FY13-OP-001)

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### 1. Introduction and Scope of Services

The Connecticut Resources Recovery Authority ("CRRA") is issuing this Request for Proposals ("RFP") to obtain from qualified entities, price proposals for:

- the operation and maintenance of CRRA's transfer stations supporting the Connecticut Solid Waste System<sup>1</sup> (the "CSWS"), and

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<sup>1</sup> On November 15, 2012 CRRA will retire the bonds associated with the construction of the facilities associated with Mid-Connecticut Project and CRRA will from an accounting perspective "close the books" on the Mid-Connecticut Project. Effective November 16, 2012, the former Mid-Connecticut Project will be

- the transportation of the Acceptable Solid Waste, Acceptable Recyclables, Non-Processible Waste, and Unacceptable Waste, delivered to CRRA’s transfer stations.

The successful proposer(s) shall furnish all vehicles, equipment, labor, parts, materials, maintenance, supervision and all other items and activities necessary to perform the Services described in this RFP and the Agreement (**Section 7 of the RFP Package Documents**). The transfer stations that are the subject of this RFP are the:

- Essex Transfer Station located on Town Dump Road (off of Route 154), Essex, Connecticut;
- Torrington Transfer Station located on Old Dump Road (off of South Main Street), Torrington, Connecticut; and
- Watertown Transfer Station located on Echo Lake Road (near exit 37 off of Route 8), Watertown, Connecticut.

Additional information about the transfer stations and the CSWS system is included in Section 3.1 of the RFP Package Documents. Permits related to the CSWS transfer stations are included as Section 3.2 of the RFP Package Documents.

## 2. RFP Projected Timeline

ITEM	DATE
RFP Documents Available	Wednesday, November 7, 2012
Mandatory notice of interest forms due	Wednesday, November 14, 2012
Non-Mandatory Guided Tours of the Watertown Transfer Station	9am, Thursday, November 15, 2012
Non-Mandatory Guided Tours of the Torrington Transfer Stations	11am, Thursday, November 15, 2012
Non-Mandatory Guided Tours of the Essex Transfer Station	10am, Friday, November 16, 2012
Deadline for Written Questions	Noon, Wednesday, November 21, 2012
Response to Written Questions no later than:	Friday, November 30, 2012
Proposals Due at CRRA	3pm, Thursday December 6, 2012

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above RFP 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.

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called the Connecticut Solid Waste System. The names of the Mid-Connecticut Resource Recovery Facility and Mid-Connecticut Regional Recycling Facility will continue to be used.

### 3. Agreement Term

Services resulting from this RFP shall cover the period commencing July 1, 2013 through June 30, 2014, with four (4) divisible one (1) year extension periods exercisable at CRRA's sole discretion. If CRRA were to exercise all four extension periods provided for under the agreement, the agreement would terminate June 30, 2018.

### 4. Pricing Options

Proposer shall submit pricing, as per the Price Form included as **Section 5.3 of the RFP Package Documents**, based on the proposer providing (i) all of the transfer trucks, trailers, front end loaders, and all other equipment, materials and personnel needed to manage and transport the waste and recyclables out of the transfer stations, and (ii) to operate and maintain the transfer stations ("Transfer Station O&M"):

- (1) Proposers may submit prices for Transfer Station operation and maintenance and the transportation services on an individual transfer station basis:

- (a) Essex Transfer Station;
- (b) Torrington Transfer Station; and/or
- (c) Watertown Transfer Station

and/or

- (2) Proposer may submit prices for Transfer Station O&M and the transportation services associated with all three transfer stations ("Full Control Services"). Proposers submitting prices for Full Control Services **are required to submit prices on an individual transfer station basis** for the Transfer Station operation and maintenance and the transportation costs and expenses associated with each of the three Transfer Stations.

### 5. General Overview of the Connecticut Solid Waste System ("CSWS")

An overview of the CSWS and the Facilities is included in Section 3 of the RFP Package Documents, Information To Proposers, together with the projected throughput of the Transfer Stations.

### 6. 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 and as defined in Exhibit A of the attached Form of the Agreement (**Section 7A** of the RFP Package Documents):

- (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) Agreement For Waste Transportation and Transfer Station Operation and Maintenance Services (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 and Affidavit Concerning Consulting Fees attached [to be executed by successful Proposer]; and
  - (6) Any written amendments to the Agreement.
  
- (c) **Notice Of Award:** Written notification from CRRA to the apparent successful Proposer that states that CRRA has accepted such Proposer’s Proposal and sets forth the remaining conditions that must be fulfilled by such Proposer before CRRA executes the Agreement.
  
- (d) **RFP Package Documents:**
  - 1. Notice To Contractors – Request For Proposals
  - 2. Instructions To Proposers
  - 3. Information For Proposers
    - 3.1. Property and System Description
    - 3.2. Information Regarding Existing Permits
  - 4. Notice of Interest Form
  - 5. Required Proposal Forms
    - 5.1. Proposal Form
    - 5.2. Contractor’s Proposed Plan
    - 5.3. Price Form
    - 5.4. Disposal Facility Form
    - 5.5. Business Information Form
    - 5.6. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety
    - 5.7. Affidavit Concerning Nondiscrimination
    - 5.8. Affidavit of Third Party Fees
    - 5.9. Background Questionnaire

- 5.10. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
- 5.11. Business Exception Form
- 5.12. Proposal Guarantee
- 6. Sample Notice Of Award
- 7. Form of Agreement For Waste Transportation And Transfer Station Operation And Maintenance Services
  - Exhibit A. Definitions
  - Exhibit B. Scope of Services
  - Exhibit C. Compensation Schedule
  - Exhibit D. Equipment Plan
  - Exhibit E. Performance Bond or Letter of Credit
  - Exhibit F. Property Description
  - Exhibit G. Pre-Existing Conditions Inspection Report
  - Exhibit H. Emergency Reporting
  - Exhibit I. CRRA's CSWS Permitting, Disposal, and Billing Procedures
  - Exhibit J. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
  - Exhibit K. Affidavit of Third Party Fees
  - Exhibit L. Affidavit Concerning Nondiscrimination [as submitted in proposal]
  - Exhibit M. CRRA Permits
  - Exhibit N. Contractor's Certification Concerning Gifts [to be executed by successful Proposer]
  - Exhibit O. CRRA President's Certification Concerning Gifts

- (e) **Site:** Those areas of the Transfer Station upon which any of the Services is to be performed, furnished and completed by the successful Proposer 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.



## **7. Proposal Information And Submittal Instructions**

### **7.1 Availability of RFP Package Documents**

Complete sets of the RFP Package Documents may be obtained on the World Wide Web beginning Wednesday, November 7, 2012 at: <http://www.crra.org> under the “Business Opportunities” page; select the “RFP: Waste Transportation And Transfer Station Operation and Maintenance Services” link.

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, 6<sup>th</sup> 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.”

## **8. Pre-Proposal Transfer Station Tours**

On November 15 and November 16, 2012, CRRA staff will provide interested proposers with non-mandatory guided tour(s) of the Essex, Torrington and Watertown Transfer Stations. The starting time for each tour is:

- 9am Thursday November 15, 2012 Watertown Transfer Station located on Echo Lake Road (near exit 37 off of Route 8), Watertown, Connecticut;
- 11am, Thursday November 15, 2012 Torrington Transfer Station located on Old Dump Road (off of South Main Street), Torrington, Connecticut;
- 10am Friday , November 16, 2012 Essex Transfer Station located on Town Dump Road (off of Route 154), Essex, Connecticut;

So that CRRA can properly plan for the tours, Companies interested in participating in the tours should email Roger Guzowski at [rguzowski@crra.org](mailto:rguzowski@crra.org) by 3pm on Wednesday November 14, 2012. Include in your email the number of people from your organization who will participate in each of the tours.

## 9. Proposal Submission Deadline

Sealed proposals must be received no later than 3pm, Eastern Time, on Friday, December 6, 2012 at:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: Roger Guzowski

Proposals received after the time and date set forth above shall be rejected.

## 10. Proposal Copies

Proposal shall submit one (1) original and two (2) copies of its proposal. The original proposal and each copy thereof shall comply with all submittal requirements of this RFP. The original proposal shall be stamped or otherwise marked as the "Original." The original proposal shall contain all required proposal documents containing original signatures (as applicable) in ink and original notary seals (as applicable). The original proposal shall contain the Proposer's Proposal Guaranty with a copy of such Proposal Guaranty in each of the two (2) proposal copies.

Each proposal (the original and two copies) shall be enclosed in a sealed box or envelope clearly marked "***Proposal for Waste Transportation and Transfer Station Operations and Maintenance.***"

## 11. Proposal Guaranty

At the time of submission, each proposal shall contain a proposal guaranty (see **Section 5.12** of the RFP Package Documents) in the amount of \$25,000.00 payable to "CRRA." Such proposal guaranty shall provide that if the proposal is accepted and a contract is awarded to the Proposer of such proposal in the Notice of Award, and if the Proposer does not comply with all of the terms of the Notice of Award, then the Proposer shall pay to CRRA as liquidated damages but not as a penalty, the full amount of the proposal guaranty. At the option of the Proposer, the \$25,000.00 proposal guarantee may be in one of the following forms:

- a bank draft, cashier's check or certified check payable to "CRRA";
- a bond secured by a guarantee or a surety company listed in the latest issue of U.S. Treasury Circular 570 and within the maximum amount specified in said circular; or
- an irrevocable stand by letter of credit from a bank that is acceptable to CRRA.

Any proposal guaranty must be valid for a period of at least ninety (90) days immediately following the proposal submission due date of December 6, 2012 (90

days following the submittal deadline is March 6, 2013, therefore the proposal guaranty must be effective through March 6, 2013).

The proposal guarantees shall be returned after the execution of an Agreement by the selected Proposer(s) and CRRA, but not later than ninety (90) days after the proposal submission deadline date.

## **12. Proposal Open and Subject to Acceptance**

All proposals shall remain open and subject to acceptance by CRRA for ninety (90) days after the deadline date for proposal submission (March 6, 2013). CRRA may, in its discretion, release any proposal guaranty at any time prior to the end of such period.

## **13. Pre-Submission Proposal Inquiries**

Verbal inquires regarding this RFP will be permitted during the tours of the CSWS Transfer Stations. While CRRA will answer proposer verbal inquires posed during the tours, CRRA may in its sole discretion also follow-up with a written addendum to the RFP which, if generated, will be provided to all procurement participants regardless of whether or not they participated in any of the tours, provided CRRA has been provided with a completed Notice of Interest Form so that CRRA has a contact to whom CRRA can send notice regarding the availability of written. The written responses contained in the addendum, if any, issued by CRRA shall prevail over any verbal responses given during the tours.

With the exception of verbal questions posed during the tours, any other question, or request for interpretation or clarification regarding the RFP and Transfer Stations must be submitted in writing. To be given consideration, any such written request must be received by CRRA by **12:00 noon Eastern Time, November 21, 2012**. Written inquiries must be submitted as follows:

- U.S. Postal Service to CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, CT 06103, Attention Roger Guzowski;
- FAX to 860-757-7742, Attention Roger Guzowski; and/or
- Email to [rguzowski@crra.org](mailto:rguzowski@crra.org), Attention Roger Guzowski.

Subject to CRRA's sole and absolute discretion, CRRA will determine if it chooses to respond in writing to all or some of the submitted written questions for information. CRRA also reserves the right to determine in its sole discretion the methodology to be used to disseminate information. If CRRA decides to respond in writing in the form of an addendum(s) to this RFP, CRRA shall notify, via email, all of the RFP participants regarding the availability of an addendum(s). In some cases CRRA may choose to make certain requests for information and documents available. Such information and documents may include the transfer station Connecticut Department of Energy and Environmental Protection ("CTDEEP) permits to operation, drawings of the transfer stations and sites, etc. If information

is to be made available, CRRA shall notify all RFP participants regarding when and what types of information is being made available. Even if a proposer does not receive notice, through e-mail or otherwise, of a CRRA foregoing written response or notification, all RFP participants must adhere to and conform to the terms of said written response(s) in their proposal submissions.

CRRA will respond to written inquiries received through the issuance of a written Addendum(s) to the RFP on or before November 29, 2012.

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

#### **14. Addenda**

CRRA may issue Addenda to the RFP Package Documents that shall, upon issuance, become part of the RFP Package Documents and binding upon all potential or actual proposers for the Services.

#### **15. Proposal Opening**

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

CRRA reserves the right 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. **However, the selection of a Proposer(s) and the award of such contract, while anticipated, are not guaranteed.**

#### **16. 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.

## **17. Evaluation Criteria**

CRRA will evaluate the proposals on the following:

- (a) Cost;
- (b) The materiality of the exceptions taken to the proposed business terms and conditions contained in the Agreement;
- (c) The proven knowledge, capabilities and experience of proposer to provide the Services required;
- (d) The extent to which the proposer's equipment, management, transportation plan, operations and maintenance plan will maximize transfer station(s) throughput while controlling costs;
- (e) The extent to which the proposer's maintenance plan will maximize the CSWS Transfer Station(s) operations and equipment life while controlling costs;
- (f) The extent to which the proposer's transportation and/or waste flow management plan will maximize transfer station operations and efficiency while controlling costs;
- (g) The financial health and soundness of the proposer (including any parent and affiliate(s) providing the Services, if applicable);
- (h) The terms of Section 17.1 below; and
- (i) Any other factor or criterion that CRRA may deem relevant or pertinent for its evaluation of the proposals received.

CRRA may, at its sole discretion, interview the proposers. The award of the Agreement for the Services will be made, if at all, to the proposer(s) whose evaluation by CRRA results in CRRA determining that such award to such proposer(s) is in the best interests of CRRA. However, the selection of a proposer and the execution of the Agreement, while anticipated, are not guaranteed.

Neither CRRA nor any of its officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection or non-selection, of any proposal submitted in response to this RFP.

### **17.1 Affirmative Action Evaluation Criteria**

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

- (a) The proposer's success in implementing an affirmative action plan;

- (b) The proposer'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;
- (c) The proposer's promise to develop and implement a successful affirmative action plan;
- (d) The proposer'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; and
- (e) The proposer's promise to set aside a portion of the contract for legitimate minority business enterprises.

**18. Performance Guaranty (at CRRA's Option)**

In the event a proposer intends to have an affiliate or subsidiary enter into and execute the Agreement and such affiliate or subsidiary is awarded an Agreement to perform Services for multiple Designated Transfer Stations or Full Control Services (all three transfer stations), CRRA may require the successful proposer(s) to provide a guaranty or letter of credit to guarantee the affiliate's or subsidiary's performance under the Agreement. In addition, if CRRA determines that a proposer does not have sufficient financial capacity to perform and carry out its obligations under the Agreement, CRRA may require that such proposer submit a guaranty or Letter of Credit of its performance under the Agreement by a parent or affiliate company of such proposer acceptable to CRRA at CRRA's sole and absolute discretion. The form of the Performance Guaranty is presented in Exhibit E to the form of the Agreement (Section 7E of the RFP Package Documents).

**19. Disclosure of Information**

Proposers are hereby advised that any information contained in or submitted with or in connection with its proposal(s) is subject to the Connecticut's Freedom of Information Statutes. By submitting a proposal, each proposer expressly waives any claim(s) that such 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.

**20. Modification/Withdrawal Of 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 CRRA's office, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Roger Guzowski, at any time prior to the proposal due date.

**21. 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, and CRRA shall have no

responsibility or liability whatsoever for any such costs and expenses. Neither CRRA nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of proposals. By submitting a proposal, proposer expressly waives: (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

## **22. Sales and Use Taxes**

Pursuant to Section 12-412 (88) of the Connecticut General Statutes, the sale of any services or tangible personal property to be incorporated into, used or otherwise consumed in the performance of the Services that are the subject of this RFP are exempt from Connecticut sales and use tax. CRRA is also exempt from the payment of sales and use tax under Section 22a-270 of the Connecticut General Statutes. Accordingly, any proposer who submits a proposal shall not include any such tax in any of its proposal prices or in any calculations thereof.

## **23. Proposal Format and Content**

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.

**The proposal must consist of the following and 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 17.1(e) 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 5.1 of the RFP Package Documents)**, including Addenda, if any, listed in the appropriate place (Page 2), 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 5 of the Form) and the completed agreement section (Page 5 of the Form);
- (e) Completed Contractor’s Proposed Plan (**Section 5.2 of the RFP Package Documents**) for the transfer station(s) for which proposer wishes to perform the services
- (f) Completed Price Form (**Section 5.3 of the RFP Package Documents**) for the transfer station(s) for which proposer wishes to perform the Services.
  - i. Proposer may submit prices for Transfer Station O&M and the transportation services on an individual transfer station basis (Essex Transfer Station; Torrington Transfer Station; and/or Watertown Transfer Station; and/or
  - ii. Proposer may submit prices for Transfer Station O&M and the transportation services associated with all three transfer stations (“Full Control Services”). Proposers submitting prices for Full Control Services **are required to submit prices on an individual transfer station basis** for the Transfer Station O&M and the transportation costs and expenses.
- (g) Completed **Disposal Facility Form (Section 5.4 of the RFP Package Documents)** specifying the disposal facility to which the Proposer proposes bringing unacceptable waste. ,
- (h) The completed Business Information Form (**Section 5.5 of the RFP Package Documents**), subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
- (i) The completed **Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety (Section 5.6 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 5.7 of the RFP Package Documents)** (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);;
- (k) The completed **Affidavit of Third Party Fees (Section 5.8 of the RFP**



**Package Documents)** (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);

- (l) The completed **Background Questionnaire (Section 5.9 of the RFP Package Documents)** (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (m) The completed **Business Exception Form (Section 5.11 of the RFP Package Documents)**.
- (n) The completed **Proposal Guaranty** in the amount of **\$25,000 (Section 5.12 of the RFP Package Documents)**
- (o) A copy of the proposer’s up-to-date certificate(s) of insurance showing all coverages required by Article 5 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 proposal any other portions of the RFP Package of Documents. Proposer may include additional information as an appendix to its proposal if the proposer believes that it will assist CRRA in evaluating its proposal. A proposal should not include information that is not directly related to the subject matter of this solicitation.

#### **24. Notice of Award**

Upon approval by CRRA’s Board of Directors of the preferred proposer(s), CRRA will issue to the selected Contractor(s) a **Notice of Award** letter. Enclosed with the **Notice of Award** will be two execution copies of the Agreement. The **Notice of Award** will contain the instructions for completing, executing and returning the Agreement. Upon receipt of the two executed counterparts of the Agreement, CRRA will route the Agreement internally for execution. Upon CRRA’s execution of both counterparts of the Agreement, one fully executed counterpart will be provided to the Contractor(s) for their files. A form of the Notice of Award is included as Section 6 of the RFP Package Documents.

#### **25. Contract Award**

The successful Proposer will be required to execute a written agreement, “Agreement For Waste Transportation and Transfer Station Operation And Maintenance Services” (the “Agreement”). The form of this Agreement is included as **Section 7 of the enclosed RFP Package Documents.** The Proposer substantially agrees to all the terms and conditions of this attached Agreement, other than as set forth on the Business Exception Form (**Section 5.11** of the RFP Package Documents).

**The successful Proposer will be responsible, at its sole cost and expense, for undertaking the Services.**

If the contract is to be awarded, CRRA will issue to the successful Proposer(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 errors. This may include, in extreme circumstances, revoking a Notice Of Award already made to a Proposer and subsequently awarding the Notice of Award to another Proposer. Such action by CRRA shall not constitute a breach of this RFP by CRRA since the Notice Of Award to the initial Proposer is deemed to be void ab initio and of no effect as if no Agreement ever existed between CRRA and the initial Proposer.

## **26. 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 this Contractor's Certification Concerning Gifts enclosed herein as **Exhibit N** to the form of the Agreement (Section 7N of the RFP Package Documents).

## **27. Proposer's Qualifications**

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

## **28. 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 Proposer accepts the Notice Of Award), contractors contemplating or preparing Proposals are prohibited from having any communications about this RFP or any resulting contract with any CRRA staff member or CRRA Board member. A contractor's RFP submission shall be rejected if any of the foregoing ex parte communications take place.

**REQUEST FOR PROPOSALS  
FOR  
WASTE TRANSPORTATION AND TRANSFER STATION  
OPERATION AND MAINTENANCE SERVICES FOR  
CONNECTICUT SOLID WASTE SYSTEM**

**SECTION 3  
INFORMATION FOR PROPOSERS**

**Includes:**

**3.1 Property and System Description**

**3.2 Information Regarding Existing Permits and O&M plans**

### 3.1 INFORMATION TO PROPOSERS

## INFORMATION ABOUT CRRA'S CONNECTICUT SOLID WASTE SYSTEM

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3. THE MID-CONNECTICUT REGIONAL RECYCLING FACILITY .....	1
4. THE CSWS TRANSFER STATIONS.....	2
5. ESTIMATED TONNAGE THROUGHPUT OF THE CSWS TRANSFER STATIONS.....	2

#### 1. OVERVIEW OF THE CSWS SYSTEM

CRRA's Connecticut Solid Waste System ("CSWS") which begins November 16, 2012 is the successor of CRRA's former Mid-Connecticut Project. CSWS is a hub-and-spoke system that includes three transfer stations located in Essex, Torrington, and Watertown, Connecticut. Waste and Recyclables are sent from these transfer facilities to central hub facilities located in Hartford, Connecticut. The Solid Waste hub is CRRA's Resource Recovery Facility (the "Facility" or the "Plant"), and the Recycling hub is CRRA's Hartford Intermediate Processing Facility. Municipalities and private waste haulers that dispose of waste at the Facility and transfer stations have entered into Waste disposal service agreements with CRRA for waste disposal and recycling services. CRRA also brings waste into the CSWS via the spot waste market.

#### 2. THE MID-CONNECTICUT RESOURCE RECOVERY FACILITY

The Mid-Connecticut Resource Recovery Facility (the "Facility" or the "Plant") is the solid waste hub of the CSWS hub-and-spoke system. The Plant is comprised of the Waste Processing Facility located at 300 Maxim Road, Hartford, Connecticut ("WPF") and the power block facility located at Reserve Road, Gate 20, Hartford, Connecticut ("PBF"). The WPF processes municipal solid waste ("MSW") into refuse derived fuel ("RDF") which is then transported by conveyors to the PBF where the fuel is burned in order to produce steam for the production of electricity.

#### 3. THE MID-CONNECTICUT REGIONAL RECYCLING FACILITY

The Mid-Connecticut Regional Recycling Facility (the "IPC" the "Recycling Facility"), the recycling hub of the CSWS hub-and-spoke system, is a single-stream intermediate processing center (IPC). The Recycling Facility is located at 211 Murphy Road in Hartford, Connecticut 06114.

**4. THE CSWS TRANSFER STATIONS**

As of the Commencement Date, there will be three transfer stations supporting the CSWS:

- The Essex Transfer Station, located at Town Dump Road, Essex, Connecticut 06442;
- The Torrington Transfer Station, located at Vista Drive, Torrington, Connecticut 06790;
- The Watertown Transfer Station, located at Echo Lake Road, Watertown, Connecticut 06795;

The transfer stations are the spokes of the CSWS system, providing a regional point of disposal for CRRA customers throughout the CSWS system.

Presented in the following three tables are CRRA’s current estimates regarding the amounts of Acceptable Waste and Acceptable Recyclables that may be delivered to each of the three CSWS Transfer Stations during the base term of the agreement (July 1, 2013 through June 30, 2014).

A legal description of the transfer station properties is included as **Exhibit F1** in the attached Form of the Agreement (Section 7F1 of the RFP package documents) and drawings of the properties are included as **Exhibit F2** in the attached Form of the Agreement (Section 7F2 of the RFP package documents).

**5. ESTIMATED TONNAGE THROUGHPUT OF THE CSWS TRANSFER STATIONS**

Presented in the following table is CRRA’s best good-faith estimate regarding the amounts of Acceptable Waste and Acceptable Recyclables that may be delivered to each of the three CSWS Transfer Stations during the base term of the Agreement (July 1, 2013 through June 30, 2014). CRRA makes no guarantees expressed or implied regarding the actual tonnage delivered to each transfer station, which may be higher or lower than these estimates.

**Table 1 – Estimated MSW & Recyclables Deliveries – July 1, 2013 – June 30, 2014**

<b>Transfer Station:</b>	<b>Essex</b>	<b>Torrington</b>	<b>Watertown</b>
Acceptable Waste Tons:	55,000	50,000	90,000
Acceptable Recyclables Tons:	7,000	8,000	5,000

## **SECTION 3.2: INFORMATION TO PROPOSERS**

### **INFORMATION REGARDING EXISTING PERMITS AND O&M PLANS**

The following documents are contained herein this Section 3.2:

#### **3.2a: ESSEX**

- 3.2ai: Solid Waste Permit to Operate
- 3.2aii: current O&M plan
- 3.2aiii: Stormwater Permit Coverage
- 3.2aiv: Stormwater Pollution Prevention Plan

#### **3.2b: TORRINGTON**

- 3.2bi: Solid Waste Permit to Operate
- 3.2bii: current O&M plan
- 3.2biii: Stormwater Permit Coverage
- 3.2biv: Stormwater Pollution Prevention Plan

#### **3.2c: WATERTOWN**

- 3.2ci: Solid Waste Permit to Operate
- 3.2cii: current O&M plan
- 3.2ciii: Stormwater Permit Coverage
- 3.2civ: Stormwater Pollution Prevention Plan



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



DEC 14 9 25 AM '87  
RECEIVED  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

PERMIT TO THE CONNECTICUT RESOURCES RECOVERY AUTHORITY TO OPERATE A SOLID WASTE TRANSFER STATION LOCATED ON ROUTE 154, ESSEX CONNECTICUT OWNED BY THE CONNECTICUT RESOURCES RECOVERY AUTHORITY AND OPERATED BY THE METROPOLITAN DISTRICT COMMISSION FOR DISPOSAL OF SOLID WASTE (EXCLUDING HAZARDOUS WASTE) AND OTHER SPECIAL WASTE AS SPECIFICALLY APPROVED.

This Permit to Operate is issued in accordance with Section 22a-208a of the Connecticut General Statutes and Section 22a-209-4 (d) of the Regulations of Connecticut State Agencies and is based on the Permit to Construct a Solid Waste Facility No. 050-2-C issued to Connecticut Resources Recovery Authority on April 13, 1987

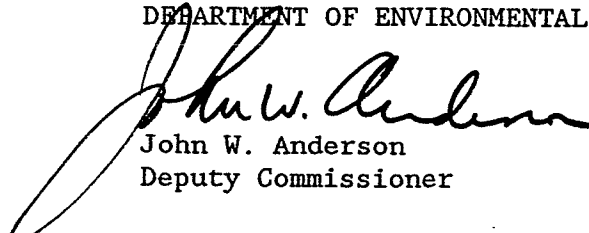
The owner or operator agrees to operate this Solid Waste Facility in accordance with all applicable state statutes, regulations and guidelines, and the approved site engineering plans referenced in the permit to construct.

Within sixty (60) days of issuance of this permit the owner shall post a surety with the Commissioner stated in the specific language for options selected under the requirements of Section 22a-209-4(i) of the Regulations of State Agencies, the shall maintain and update such surety as required by the referenced Federal regulations.

This permit to operate may be revoked, suspended or modified in accordance with the reasons and procedures set forth under Section 22a-209-4(h) of the Regulations of Connecticut General Agencies.

Dated in Hartford, Connecticut, this 11 day of DECEMBER 1987

STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

  
John W. Anderson  
Deputy Commissioner

Permit SW-050-3-C



**ESSEX TRANSFER STATION  
OPERATION AND MAINTENANCE PLAN**

**Prepared by  
CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**Revised October 2012**



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**EXHIBIT B: Manual Weight Determination For Billing Purposes**

# ESSEX TRANSFER STATION OPERATION AND MAINTENANCE PLAN

## 1. INTRODUCTION

The Connecticut Resources Recovery Authority (CRRA) developed and began to operate the Essex Transfer Station in 1987 as an integral component of the CRRA's Mid-Connecticut Project.<sup>1</sup> The Mid-Connecticut Project provides Connecticut with a long-term solution for solid waste disposal in accordance with the Solid Waste Management Plan developed by the Department of Environmental Protection (DEP).

The Essex Transfer Station is constructed on a 4.1-acre parcel on Town Dump Road in Essex, Connecticut. The Transfer Station acts as a transfer point for processible<sup>2</sup> and non-processible municipal solid waste<sup>3</sup> (MSW) and recyclables generated in towns in the area.

This Operation and Management Plan (O&M Plan) covers both the MSW and the recyclables activities at the Essex Transfer Station.<sup>4</sup> If there are any changes to operations at the Transfer Station as described in this O&M Plan, the Plan will be revised to reflect those changes.

Terms used in this O&M Plan are as defined in CRRA's "Mid-Connecticut Project Permitting, Disposal and Billing Procedures."<sup>5</sup> The Procedures are **Exhibit A**, which is attached to and made a part of this O&M Plan. The Procedures may be amended from time to time.

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<sup>1</sup> DEP issued a Permit to Construct for the Essex Transfer Station to CRRA on April 13, 1987 (050-2-C) and a Permit to Operate on December 11, 1987 (SW-050-3-C). The original permits were only for a solid waste transfer facility. On July 29, 1994 DEP issued to CRRA a Minor Permit Amendment to the Permit to Operate for the Essex Transfer Station authorizing CRRA to establish a recycling operation at the Transfer Station. On May 30, 2002, CRRA submitted to DEP an application for a minor permit amendment of the Permit to Construct to increase the acceptable daily tonnage limit for the Transfer Station. On June 27, 2002, CRRA converted the application to one for a permit modification. At January 1, 2006, DEP has not yet issued a decision on the application.

<sup>2</sup> "Processible" means that the waste can be processed into Refuse Derived Fuel (RDF) at the Mid-Connecticut Project's Waste Processing Facility (WPF) in Hartford, Connecticut. The RDF is delivered to the Project's Power Block Facility where it is incinerated and provides the energy source to generate steam that is used to generate electricity.

<sup>3</sup> At August 1, 2012, non-processible MSW was not being accepted at the Essex Transfer Station, but it is anticipated that non-processible MSW may be accepted in the future and, if it is, it will be managed as indicated in this O&M Plan.

<sup>4</sup> The O&M Plan was originally submitted to DEP in 1986 in conjunction with the initial application to construct and operate the Essex Transfer Station. An O&M Plan for the recyclables operation at the Transfer Station was submitted in connection with the 1992 application to develop such an operation. The O&M Plan was revised in conjunction with an application for a permit modification that was submitted to DEP in 2002 and revised and clarified in January 2006, and further revised in August 2012. The January 2006 and August 2012 revisions reflect the changes sought in the application for a permit modification as well as other changes at the facility that were approved by DEP through applicable permit amendments.

<sup>5</sup> At August 1, 2012, the most recent version of the Procedures had an effective date of August 25, 2011.

## 2. OVERVIEW OF THE TRANSFER STATION

The Transfer Station provides facilities for weighing, unloading, and transferring processible MSW, non-processible MSW (i.e., bulky waste, metal goods, tires, and other non-processibles) and recyclables.<sup>6</sup>

Vehicles entering the Transfer Station do so on a roadway that consists of two, asphalt, twelve-foot wide lanes. Signs are provided at the entrance to the Transfer Station to notify waste haulers of operating rules. The signs must indicate the name of the permittee, hours of use, permitted users, and required safety precautions and requirements.

The first structure an incoming vehicle encounters is the scale house. The scale house area has an additional twelve-foot wide pull-off area to accommodate vehicles whose drivers require an extended entrance transaction time. All collection vehicles are weighed upon entry to the Transfer Station prior to discharging their loads. After weighing, the vehicle driver is provided a copy of the scale ticket (used for assessing fees) for the load.

The vehicle proceeds on a roadway that consists of two, asphalt, twelve-foot wide lanes (that accommodate traffic in both directions) to the ninety five (95) foot by sixty five (65) foot concrete maneuvering area. The access road along with the maneuvering area reduces possible traffic flow problems.

If the vehicle is delivering MSW, it is directed by a transfer station operator to back onto the eighty (80) foot long by seventy-five (75) foot wide enclosed tipping floor of the MSW Transfer Building where the vehicle tips its load. If the vehicle is delivering recyclables, it is directed to back up to the three-sided, ninety five (95) foot by ten (10) foot recyclables transfer area where it tips its load directly into one of the two load-out bays and into a transfer trailer located on a lower level. Only self-dumping municipal and commercial waste collection vehicles are allowed to unload MSW and recyclables at the Transfer Station. Private vehicles are not allowed to deliver waste to the Transfer Station.

Processible MSW delivered to the Essex Transfer Station is loaded into transfer vehicles and delivered to the CRRA Waste Processing Facility (WPF) in Hartford (for the purpose of producing refuse derived fuel (RDF)) or to other facilities that are properly licensed and permitted to receive such waste. Non-processible materials are sorted and transferred to a designated solid waste landfill or other facility properly licensed and permitted to receive such waste.<sup>7</sup> Recovered metals and tires are directed to appropriate markets and/or storage areas or other facilities properly licensed and permitted to receive such materials.<sup>8</sup> Recyclables are loaded into transfer vehicles

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<sup>6</sup> At August 1, 2012, acceptable recyclables included commingled containers (glass, plastic and metal) including oversize plastic and metal containers (e.g., #10 restaurant cans) and aerosol cans, and mixed fiber (newspaper, corrugated cardboard, junk mail, magazines, mixed paper and boxboard).

<sup>7</sup> At August 1, 2012, non-processible MSW was not being accepted at the Essex Transfer Station, but it is anticipated non-processible MSW may be accepted in the future and, if is, it will be managed as indicated in this O&M Plan.

<sup>8</sup> At August 1, 2012, metals and tires were not being accepted at the Essex Transfer Station, but it is anticipated that they may be in the future and, if they are, they will be managed as indicated.

and delivered to the CRRA Mid-Connecticut Regional Recycling Center in Hartford or to other facilities properly licensed and permitted to receive recyclables.

### 3. INCOMING WASTE

#### 3.1 Type And Quantity of Waste To Be Handled

The Transfer Station acts as a transfer point for processible and non-processible MSW and recyclables generated in towns in the area. At August 1, 2012, solid waste and/or recyclables were delivered to the Essex Transfer Station from the following towns:

Chester	Lyme
Clinton	Madison
Deep River	North Branford
Essex	Old Lyme
Guilford	Old Saybrook
Haddam	Westbrook
Killingworth	

The Transfer Station may accept processible and non-processible MSW, and recyclables generated in municipalities other than those listed above. Municipalities and private waste hauling companies must have a contract with CRRA in order to deliver MSW and/or recyclables to the transfer station.

The Transfer Station is permitted to receive and process up to the following amounts of the specified materials **per day**:

<u>Material</u>	<u>Tons/Day</u>
Processible MSW	570
Non-Processible MSW	10
Single Stream and Dual Stream Recyclables	<u>65</u>
TOTAL	645

The Transfer Station is permitted to receive and process up to the following amounts of the specified materials **per calendar quarter**:

<u>Material</u>	<u>Tons/Quarter</u>	<u>Equivalent Tons/Year</u>
Processible MSW	22,500	90,000
Non-Processible MSW	Included in Processible MSW amount	
<u>Single Stream and Dual Stream Recyclables</u>	<u>2,500</u>	<u>10,000</u>
TOTAL	25,000	100,000

The Transfer Station will receive and process a daily average of 327 tons per day<sup>9</sup>, with a maximum of 645 tons on any given day. The total tons per calendar quarter shall not exceed 25,000 tons of the following types of solid waste: Processible MSW; non-processible MSW (including scrap metal, propane tanks, and tires); and single stream and dual stream recyclables (mixed newspaper, corrugated cardboard, magazines, office mixed paper, boxboard, commingled glass, metal and plastic food and beverage containers (including oversize metal & plastic containers), and aerosol cans.)

Waste that is accepted at the Essex Transfer Station is specified in Exhibit A (see “Acceptable Waste”).

The Essex Transfer Station is not designed as nor intended to be a waste storage facility. Pursuant to the Regulations of Connecticut State Agencies Section 22a-209-9(g)(1), no MSW will be stored either on the tipping floor or in a transfer trailer for more than 48 hours of its delivery, with the exception of legal holidays and weekends. Under no circumstances may Processible MSW be stored outside of the MSW transfer area tipping floor. At any time, there may not be more than 1,000 cubic yards of MSW stored on the tipping floor and there may not be more than 300 cubic yards of MSW stored in transfer trailers on site.

No recyclables will be stored in a transfer trailer for more than 48 hours of its delivery, with the exception of legal holidays and weekends.

Tires, metals, and bulky materials, delivered as part of MSW, are sorted and transferred into roll-off containers or are otherwise segregated from other waste.<sup>10</sup> Non-processible materials are transferred to the Mid-Connecticut Resource Recovery Facility or other properly licensed facility for disposal. Metals and tires are processed through private vendors to redeem any value which they may have or are transferred to facilities properly licensed and permitted to receive and process such materials. There may not be more than one hundred (100) cubic yards (in two fifty (50) cubic yard roll-offs) of such material on site at any one time and such material must be in covered roll-off containers.<sup>11</sup>

Recyclables accepted at the Transfer Station are fiber and containers. “Fiber” consists of residentially generated mixed newspaper, corrugated cardboard, magazines, office mixed paper, and boxboard. “Containers” consists of residentially generated commingled glass, metal and plastic food and beverage containers (including oversize metal & plastic containers), and aerosol cans. While some recyclables collection vehicles deliver only paper

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<sup>9</sup> 347 tons per day is based on 100,000 tons divided by 306 days per year. 306 days is based on the transfer station being open 6 days per week, 52 weeks per year, less 6 holidays = 306.

<sup>10</sup> At August 1, 2012, tires, metals, bulky materials and other non-processible materials were not being accepted at the Essex Transfer Station, but it is anticipated that they may be in the future and, if they are, they will be managed as indicated.

<sup>11</sup> At August 1, 2012, roll-off containers for non-processibles, oversized MSW, metals, tires and bulky waste were not located on site, but it is anticipated that they may be in the future and, if they are, they will be utilized as indicated and placed as indicated and as shown on the site plan.

or containers, most deliver fiber and containers consolidated together in a single load - referred to as “Single Stream.”

### 3.2 Vehicle Traffic Flow and Queuing Time

The majority of MSW and recyclable collection vehicles accessing the Transfer Station arrive via Route 9 to Route 154 to Town Dump Road. From Town Dump Road, vehicles bear left into the Transfer Station. Collection vehicles that deliver MSW and recyclables from Westbrook should not use Route 153 but instead should use I-95 and Route 9.

In-bound MSW and recyclables transfer vehicles all arrive via Route 9 to Route 154 to Town Dump Road. Empty MSW and recyclables transfer trailers proceed along the right driveway entrance for immediate access to either the MSW or recyclables load-out areas.

Traffic flow and queuing times are based on CRRA’s experience with the amount of MSW and recyclables that have been delivered to the Transfer Station. For CRRA’s Fiscal Year ending June 30, 2012, the average number of trucks arriving per day was as follows:

<u>Material</u>	<u>Trucks/Day</u>
Processible MSW	33
Single Stream	12
Dual Stream <sup>12</sup>	3
TOTAL	48

Forty Eight trucks per day in an 8.5 hour workday, is equivalent to 5.6 trucks per hour.

The average amount of time it takes for queuing, weighing, maneuvering, unloading, and exiting is a total of approximately ten (10) minutes. This turnaround time is largely dependent on the ability of a truck to unload in a reasonable time. Only trucks that are capable of automatically discharging their loads are authorized to use the Transfer Station (i.e., waste packers, dump trucks, ram dischargers). Because more than one truck can use both the MSW Transfer Area and the Recyclables Transfer Area<sup>13</sup> at any one time, the Transfer Station is able to accommodate a significantly larger number of trucks without significantly increasing the turnaround time. In addition, empty transfer trailers are kept on site so that an empty one is available when an MSW or recyclables transfer trailer becomes full.

Delays during normal operation are not anticipated. Peaking periods (i.e. days when the maximum permitted capacity is received or when many drivers simultaneously deliver waste) result in only occasional delays.

<sup>12</sup> Vehicles delivering recyclables typically deliver “Single Stream” loads. However, some deliveries still arrive at the facility in dual stream compartment vehicles.

<sup>13</sup> For the MSW Transfer Area, if necessary, three (3) trucks can discharge waste onto the tipping floor at one time. For the Recyclables Transfer Area, two (2) trucks can discharge recyclables into the load-out bays at one time.

## 4. THE INTERNAL PROCESS

### 4.1 Weighing

Upon entering the transfer station, the vehicles drive onto a stationary scale. Vehicles with a known tare weight are not required to be weighed as they exit the facility. Scale tickets are issued once the truck content weight is determined. The majority of the vehicles using the transfer station are regular users and, therefore, it is not necessary to determine their tare weight each time. Vehicle tare weights are periodically checked through the computerized scaling system.

### 4.2 Unloading

The Essex Transfer Station is basically a materials handling facility. Vehicles enter the maneuvering area where a transfer station operator directs them either to the tipping floor of the MSW Transfer Building or to the load-out bays of the Recyclables Transfer Area.

In the MSW Transfer Building, vehicles are directed by a transfer station operator while maneuvering and unloading solid waste onto the tipping floor. The tipping floor has the capacity to accommodate up to three vehicles at one time depending on their size. Once the vehicle has discharged onto the tipping floor, it is directed to leave the facility.

In the Recyclables Transfer Area, vehicles are directed by a transfer station operator while maneuvering and unloading recyclables into the appropriate load-out bay. Once the vehicle has discharged into a load-out bay, if the vehicle is empty, it is directed to leave the facility. If the vehicle has two compartments and has another type of recyclable in the second compartment, it is directed to the other load-out bay to discharge the remainder of its load and is then directed to leave the facility.

### 4.3 Sorting and Inspection

The Front-End Loader operator inspects incoming loads of MSW and separates any tires, metals, bulk waste or other non-processible materials from the MSW by using the Front-End Loader.<sup>14</sup> These separate materials may be loaded into designated roll-off containers located on site<sup>15</sup> or may be set aside until they can be loaded directly into a transport trailer for delivery to an appropriate facility that is properly licensed and permitted to receive such waste.

A transfer station operator inspects the recyclables as they are being discharged from the collection vehicle.

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<sup>14</sup> At August 1, 2012, tires, metals, bulk waste and other non-processible materials were not being accepted at the Essex Transfer Station, but it is anticipated that they may be in the future and, if they are, they will be managed as indicated.

<sup>15</sup> At August 1, 2012, roll-off containers were not located on site for these purposes, but it is anticipated that they may be in the future and, if they are, they will be utilized as indicated and placed as indicated on the site plan.

#### **4.4 Load-Out**

The MSW remaining after non-processibles have been sorted out and that is acceptable for processing at the WPF is loaded into either Roll-Offs (thirty or forty cubic yard) or 100 cubic yard open top transfer trailers located adjacent to the tipping floor in the thirty (30) by seventy (70) foot (1 Bay) Load-Out area. When a transfer vehicle is filled, the driver obtains a scale ticket from the unattended, automated scale unit located in the Load-Out area; alternatively, in the event the automated scale unit in the Load-Out area is not operational, the vehicle will leave the Load-Out area and proceed to the main scale area where it is weighed. It then proceeds to the CRRA WPF in Hartford, or other properly licensed solid waste disposal facility. Roll-off containers containing non-processible waste are also transported to properly licensed disposal facilities after being weighed at the Transfer Station.<sup>16</sup>

Recyclables are discharged from the collection vehicle through a load-out bay directly into a 100 cubic yard open top transfer trailer located on a lower level. When a transfer vehicle is filled, it leaves the recyclables Load-Out area and proceeds either to the unattended, automated scale in the MSW transfer building or to the main scale area, where it is weighed. It then proceeds to the CRRA Mid-Connecticut Regional Recycling Center in Hartford, or other properly licensed and permitted recyclables processing facility.

#### **4.5 Volume Reduction**

The configuration for the MSW Transfer Area of the Essex Transfer Station is of the “Hopper” type facility. Solid waste is unloaded onto the tipping floor and is loaded by the Front-End Loader into the transfer vehicles that are on a lower level. The MSW in the transfer vehicles is volume-reduced by compaction by using the Backhoe.

#### **4.6 Equipment**

Following is a list of equipment used to manage MSW and recyclables at the Essex Transfer Facility. This equipment is dedicated to the site.

- a. Front-End Loader (used for managing MSW)<sup>17</sup>
- b. Backhoe (used for managing recyclables)<sup>18</sup>
- c. Small sweeper

In addition, the Transfer Station has a power washer and a generator.

#### **4.7 Equipment Maintenance**

Maintenance equipment is provided for clean-up and general custodial purposes. All mobile equipment repairs are provided by offsite maintenance support services. Front-End

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<sup>16</sup> At August 1, 2012, roll-off containers for non-processibles were not located on site, but it is anticipated that they may be in the future and, if they are, they will be utilized as indicated and placed as indicated on the site plan.

<sup>17</sup> At August 1, 2012, the Front-End Loader was a Caterpillar 936 Loader.

<sup>18</sup> At August 1, 2012, the Backhoe was a Case 580 Backhoe.



Loader maintenance may be provided by service agreements contracted by CRRA. A road sweeper is used to clean and maintain the roadways within the Transfer Station on a periodic schedule.

#### 4.8 Hauling

The average payload per transfer trailer for each material is as follows:

<u>Material</u>	Tons/Truck
Processible MSW	18.5
Single Stream Recyclables	11.7

The payload per MSW roll-off, if used, is estimated at 9.0 tons.

MSW is either loaded into an available trailer or roll off at the Load-Out area or allowed to accumulate on the tipping floor until a transfer vehicle arrives on site.

Recyclables accumulate in a transfer trailer until the trailer is full. If the amount of materials is not sufficient to fill a trailer, the trailer is held over till the next day. Full transfer trailers are transported to the CRRA Mid-Connecticut Regional Recycling Center in Hartford or to other facilities properly licensed and permitted to receive and process recyclables.

Two fifty (50) cubic yard roll-off boxes are located along the western side of the drop-and-hook trailer staging area.<sup>19</sup> These roll-off boxes are used to accumulate oversized MSW, metals, tires and bulky waste. The roll-off boxes are kept covered when material is not being deposited into them.

#### 4.9 Personnel and Communications

For an efficient and smooth running operation, an effective communications system for Transfer Station personnel is required. The personnel who work at the Essex Transfer Station are equipped with cellular telephones that have a direct connect capability. A telephone system also provides communication from the scale house to the transfer building. All phone lines are underground.

The Facilities Operations Manager of the contractor that operates the Transfer Station (or his/her designee) is responsible for the coordination of activities between the transfer station and the vehicle dispatch office.

Transfer Station operators certified by DEP must be on site at all times in accordance with DEP solid waste regulations.

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<sup>19</sup> At August 1, 2012, roll-off containers for non-processibles, oversized MSW, metals, tires and bulky waste were not located on site, but it is anticipated that they may be in the future and, if they are, they will be utilized as indicated and placed as indicated and as shown on the site plan.

#### **4.10 Emergency Procedures**

The Essex Transfer Station has been designed to meet all State, Federal, and local requirements. In case of mechanical failure of the Front-End Loader, a spare loader unit will be procured from offsite. Since the Transfer Station is a daytime operation, natural lighting is sufficient to maintain tipping and loading operations within the transfer building.

Should the Transfer Station not be available for use, haulers to the station will be instructed to transport their waste directly to the WPF in Hartford or an alternate properly licensed facility.

If the scale system used for determining weights is down for repairs or calibration, a manual weight determination will be used. The manual weight determination procedure is presented in **Exhibit B**.

#### **4.11 Bulky Waste and Handling Methods**

Waste consisting of garbage, trash, rubbish, refuse, and other solids collected by or from the participating municipalities may be delivered to the Essex Transfer Station. The facility operators must remove non-processible material, including bulky waste, and transfer those wastes to the appropriate roll-off container or otherwise segregate the waste<sup>20</sup>. The terms “Bulky waste” and “non-processible MSW” are defined in **Exhibit A**. All bulky waste must be directed to an appropriate bulky waste landfill or properly licensed volume reduction facility for disposal.

#### **4.12 Liquid Waste Disposal**

The Essex Transfer Station has an on-site septic system. The system consists of a 1,000 gallon septic tank and a 188 square foot leaching area. The system services the scale house sanitary wastes. The level of the liquid in the septic tank is measured weekly and the tank is pumped out as necessary by a qualified contractor and the contents are disposed properly.

The Transfer Station also has a 5,000 gallon holding tank for tipping floor wash down water. The level of leachate in the holding tank is measured weekly and the tank is pumped as necessary by a qualified contractor and the contents are disposed properly.

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<sup>20</sup> At August 1, 2012, bulky materials and other non-processible materials were not being accepted at the Essex Transfer Station, but it is anticipated that they may be in the future and, if they are, they will be managed as indicated.

#### **4.13 Stormwater Management**

Stormwater discharges from the Transfer Stations are managed in accordance with the “General Permit for the Discharge of Stormwater Associated with Industrial Activity”.<sup>21</sup>

#### **4.14 Solid Waste Disposal**

The majority of the MSW received at the transfer station is processible material. Only MSW is accepted at the Transfer Station for disposal. This material is transferred to the WPF or other facility properly licensed and permitted to receive such waste.

Tires, metals, and bulky materials, delivered as part of MSW, are sorted and transferred into roll-off containers.<sup>22</sup> Non-processible materials are transferred to the Hartford Landfill or other properly licensed facility for disposal. There may not be more that fifty (50) cubic yards of such material on site at any one time and such material must be in a covered, roll-off container or otherwise segregated from other waste.

Metals and tires are processed through private vendors to redeem any value which they may have or are transferred to facilities properly licensed and permitted to receive and process such materials. There may not be more than fifty (50) cubic yards of such material on site at any one time and such material must be in a covered, roll-off container or otherwise segregated from other waste.

#### **4.15 Special Waste**

Special wastes or hazardous wastes are restricted from being shipped to the Transfer Station for disposal. The hauler of any such waste must be instructed to remove it from the Transfer Station. If the hauler cannot be identified, a hazardous waste contractor is employed to remove the waste from the site and dispose of the items in conformance with State and Federal regulations.

#### **4.16 Control of Dust, Windblown Material, Fire and Explosions**

The existence of large overhead doors for waste receiving and load out at the MSW Transfer Building provide a flow-through ventilation system eliminating the need for large ceiling fans or other special devices to control odor and dust.

The eight-foot high chain link fence around the perimeter of the Transfer Station site contains windblown materials and facilitates custodial duties at the site. A sweeper is used for periodic road maintenance at the Transfer Station.

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<sup>21</sup> At August 1, 2012, the “General Permit for the Discharge of Stormwater Associated with Industrial Activity” that was in effect was issued October 1, 2011 for a five year term (expires 9/30/2016). The discharge from the Essex Transfer Station was registered under the General Permit by Permit No. GSI000595.

<sup>22</sup> At August 1, 2012, tires, metals, bulky materials and other non-processible materials were not being accepted at the Essex Transfer Station, but it is anticipated that they may be in the future and, if they are, they will be managed as indicated in this and the following paragraph.

The Essex Transfer Station has been classified as unprotected construction. Therefore, a sprinkler system for fire control has not been provided. An automatic and manual fire alarm system is provided with heat and smoke detectors outputting to the Essex Fire Department or other local monitoring system. Alarm bells or horns along with evacuation manual pull stations are also provided. Fire extinguishers are available throughout the station, along with hoses at the tipping floor.

#### **4.17 Daily Clean-Up Procedures**

The tipping floor of the MSW Transfer Building must be cleaned each day. In the event that MSW is staged on the tipping floor overnight in accordance with Section 4.11 above, only those areas of the tipping floor that are clear of MSW must be cleaned. Cleaning shall consist of pushing MSW off the tipping floor, or off those sections of the floor that are not intended to be used for overnight storage, using the front-end loader bucket. Provisions for washdown of the tipping floor (e.g., floor drains, trench drains) are incorporated in the Transfer Building design. Floor drains and trench drains will be cleared of MSW on a daily basis, or more frequently if necessary. Any refuse that has spilled from waste vehicles must be cleaned up at the end of each day, or more often if necessary.

Rodents are controlled by proper tipping floor housekeeping measures, as well as by use of a contracted rodent control service, as necessary.

#### **4.18 Operation Hours**

The Transfer Station is authorized to receive waste from the participating municipalities Monday through Saturday, beginning no earlier than 6:00 AM and ending no later than 3:00 PM, except that the Transfer Station is closed on scheduled holidays. In the event of unforeseen circumstances (e.g., severe weather) which prevent the acceptance of waste on normal operating days, the facility may be opened on Sundays and/or holidays.

#### **4.19 Outgoing Waste**

MSW transfer trailers are hauled to the CRRA WPF or other facility properly licensed and permitted to receive and process the waste. When the roll-off containers become full, they too are hauled to appropriate and properly licensed and permitted processing and/or disposal facilities. Recyclables transfer trailers are hauled to the CRRA Mid-Connecticut Regional Recycling Center or to other facilities properly licensed and permitted to receive and process recyclables.

#### **4.20 Security**

The facility is equipped with a security system consisting of audible alarms on the tipping floor and security cameras mounted at strategic points around the facility. The security system is monitored 24 hours per day, 365 days per year by a private security company.

**EXHIBIT A**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**CONNECTICUT SOLID WASTE SYSTEM**

**PERMITTING, DISPOSAL AND BILLING  
PROCEDURES**

**EXHIBIT B**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**MANUAL WEIGHT DETERMINATION  
FOR BILLING PURPOSES**

## MANUAL WEIGHT DETERMINATION FOR BILLING PURPOSES

The following procedure is to be utilized during those periods that the weighing scale and/or the scale computer is not available and computerized tickets cannot be issued at the time of transaction.

1. CRRA and/or its contractor shall keep historical hauling load records for each vehicle or containers which has been permitted by CRRA for disposal at Mid-Connecticut Project facilities. Historical load records shall include all vehicle or container transactions.
2. Historical load records shall be recorded as two (2) averages:
  - d. the average load weight (xx.xx Tons) of waste material hauled by each vehicle or container over its disposal history while permitted by CRRA.
  - e. the average load weight (xx.xx Tons) of waste material hauled by each vehicle or container during the previous calendar month.
3. During those periods that the weighing scale or computer system is not available, the greater of the two historical load records (1.a & 1.b.), for that vehicle or container shall be used to determine the estimate load weight for billing and all other contractual requirements between CRRA and the permittee.
4. Historical load records shall be computed monthly. The previous calendar month's records shall become effective on the fifteenth (15) day of the present calendar month and stay in effect through the fourteenth (14) day of the next calendar month.
5. For those vehicles or containers that have not established a historical record, CRRA shall predetermine estimated load weights to be used until actual load records can be established. A minimum of ten (10) transactions with CRRA by that specific vehicle or container shall constitute an acceptable and approved historical record. Historical records shall become effective as outlined in Section 3. All transactions of this type, prior to the effective date outlined in Section 3, shall be based on CRRA's predetermined estimated load weight. Predetermined estimated load weights shall be periodically reviewed by CRRA. CRRA shall determine if future predetermined estimated load weights should be adjusted. Transactions, prior to the implementation of an adjustment, shall not be effected by any adjustments to the predetermined estimated load weights.
6. Each weighing transaction, requiring the use of historical load records, shall be documented on an alternate transaction weight ticket. This ticket shall be completed by an authorized weight recorder and shall be signed by both the recorder and the deliverer of the waste load.

The information to be recorded on the transaction weight ticket shall be as follows:

- Name of the Permit holder;
- Permit number;
- Vehicle number;
- Container number;
- Time;
- Date;
- Material Type;
- Origin;
- Signature of Driver; and
- Signature of Recorder.



## **General Permit Registration for the Discharge of Stormwater Associated with Industrial Activity, effective October 1, 2011**

The following table displays registrations submitted to obtain permit coverage. The table is sorted alphabetically by Site Town first, and then by Site Name.

### **Status is defined as follows:**

Received – Registration received by DEEP  
Sufficiency – DEEP reviewing registration for completeness  
Insufficiency – Registrant must provide additional information  
Technical Review – DEEP conducting technical review of registration  
Final Decision – Registration deemed sufficient; awaiting completion of 60 day (for registrations with electronic plan) or 90 day (for registrations with non-electronic plan) authorization and/or public participation periods  
Issued – Activity is authorized by this general permit  
Rejected – Registration did not satisfy registration requirements  
Withdrawn – Registration withdrawn by applicant  
Disapproved – Registration not eligible for general permit/ may require individual permit authorization

### **Document permit coverage:**

*Note that DEEP will no longer automatically mail Certificates of Registration. This table will serve to document permit coverage, upon issuance, for the entire term of this permit.*

### **Request a Document:**

If you are requesting to review a Registration or Pollution Prevention Plan or if you are commenting on a plan, please send your request or comments to the e-mail address below and indicate the Application Number and Site Name in your correspondence.

Pollution Prevention Plan column notes are defined as:

Open for Plan Request: For plans not available electronically, within 15 days of the initial registration posting date, members of the public can request a copy of plan. Requestors have 30 days from receipt of the plan to submit comments to DEEP.

Open for Comment: For plans available electronically, within 45 days of the initial electronic plan posting date, members of the public may submit comments on the plan to DEEP.

Review and/or Comment Period Closed: For plans not available electronically, the registration has been posted for more than 15 days and plans can no longer be requested for review. For plans available electronically, the registration and Plan URL have been posted for more than 45 days and DEEP is no longer accepting comments.

### **Give us your feedback:**

If you have comments on this posting page, send them to us via the email address below.

E-mail DEEP Stormwater at: [deep.stormwaterstaff@ct.gov](mailto:deep.stormwaterstaff@ct.gov)

# CT DEEP Industrial Stormwater Registration Status

Permit coverage expires 9/30/2016 - Status (Updated Daily)

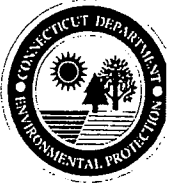
Report Includes all Registrations received by 10/24/2012

Site Town	Site Name & Street Address	Client Name	Application #	Received Date	Status	Pollution Prevention Plan	Registration Posting Date	Request or Comment Period End Date	Permit Number	Authorization Date
ESSEX	Name: CALAMARI RECYCLING, INC. Address: 20 TOWN DUMP ROAD	CALAMARI RECYCLING, INC.	201104834	06/01/2011	Issued	Review and/or Comment Period Closed	6/8/2011	6/23/2011	GSI001182	10/1/2011
ESSEX	Name: ESSEX BOAT WORKS, INC. Address: 9 FERRY ST	ESSEX BOAT WORKS, INC.	201104624	05/31/2011	Issued	Review and/or Comment Period Closed	6/7/2011	6/22/2011	GSI001003	10/1/2011
ESSEX	Name: ESSEX TRANSFER STATION Address: OLD DUMP ROAD	CONNECTICUT RESOURCES RECOVERY AUTHORITY,	201104638	06/01/2011	Issued	Review and/or Comment Period Closed	6/8/2011	6/23/2011	GSI000595	10/1/2011
ESSEX	Name: SEA BOUND MARINE, INC. Address: FERRY STREET	SEA BOUND MARINE, INC.	201104918	06/01/2011	Issued	Review and/or Comment Period Closed	6/8/2011	6/23/2011	GSI000189	10/1/2011
ESSEX	Name: Town Garage Address: 1 Old Dump Road	ESSEX, TOWN OF	201200521	02/06/2012	Issued	Review and/or Comment Period Closed	2/13/2012	2/28/2012	GSI001258	5/6/2012
FAIRFIELD	Name: FAIRFIELD SALT STORAGE Address: ROUTE 15	TRANSPORTATION, STATE OF CONNECTICUT DEPARTMENT OF	201104072	05/26/2011	Issued	Review and/or Comment Period Closed	6/2/2011	6/17/2011	GSI000020	10/1/2011
FAIRFIELD	Name: FAIRFIELD TRANSFER STATION Address: ONE ROD ROAD	ENVIRO EXPRESS, INC.	201105683	06/01/2011	Issued	Review and/or Comment Period Closed	6/8/2011	6/23/2011	GSI002146	10/1/2011
FAIRFIELD	Name: FAIRFIELD TRANSFER STATION Address: ONE ROD ROAD	FAIRFIELD, TOWN OF	201105460	06/13/2011	Issued	Review and/or Comment Period Closed	6/20/2011	7/5/2011	GSI002146	10/1/2011



# STATE OF CONNECTICUT

## DEPARTMENT OF ENVIRONMENTAL PROTECTION



### PERMIT TO OPERATE

PERMITTEE: Connecticut Resources Recovery Authority  
FACILITY ADDRESS: Old Dump Road, Torrington, Connecticut  
PERMIT No.: 1430666-PO

Pursuant to Section 22a-208a of the Connecticut General Statutes ("CGS") and Section 22a-209-4 of the Regulations of Connecticut State Agencies ("RCSA"), a PERMIT TO OPERATE IS HEREBY ISSUED by the Commissioner of Environmental Protection ("Commissioner") to the Connecticut Resources Recovery Authority ("Permittee"; "CRRRA") to operate the solid waste transfer station ("Facility") located on Old Dump Road, Torrington, Connecticut. Subsequently, Permit to Operate No. SW-143-6-C issued on February 24, 1988 and its subsequent Minor Permit Amendment issued on August 19, 1993 ARE HEREBY REVOKED for administrative purposes.

### TERMS AND CONDITIONS

1. As used in this permit, the following definitions apply:

"Clean Wood" means wood which does not constitute treated wood as defined below.

"Commingled" means a combination of source separated recyclable metal, glass, plastic, or a combination of source separated recyclable paper grades.

"Commissioner" means the Commissioner of the Department of Environmental Protection or his representative.

"Day" means calendar day.

"Department" means the Department of Environmental Protection.

"Processing" means the practice by which either the physical characteristics or the volume of solid waste accepted at the Facility is being altered through waste consolidation, recycling and transfer operations.

"Treated Wood" means wood which contains an adhesive, paint, stain, fire retardant, pesticide or preservative.

2. The Permittee is authorized to operate the Facility in accordance with all documents and specifications submitted as part of Application No. 200102696 including the following documents incorporated herein by reference:

- a. Torrington Transfer Station Operation and Maintenance Plan (O&MP) revised August 2003.

- b. A drawing prepared by R.W. Beck and Associates titled "Torrington Recycling Transfer Station Site Plan" dated October 8, 1992, revised August 13, 2003.
- c. Facsimile dated September 9, 2003 from CRRA to CTDEP titled "CRRA Torrington Transfer Station – Topics for Clarification".
- d. Application forms dated August 6, 2001.
- e. Permit to Construct No. SW-143-4-T dated December 30, 1987; issued to CRRA.

The Permittee shall maintain records of all documents comprising and all data pertaining to the applications mentioned in this condition, as well as any supplemental information submitted to the Department in connection with such applications. Any inaccuracies found in the information submitted by the Permittee may result in revocation, reissuance, or modification of this permit and civil or criminal enforcement actions.

3. The Permittee shall comply with all terms and conditions of this permit. This permit consists of the conditions contained herein and the specifications contained in the application documents, except where such specifications are superseded by the more stringent conditions contained herein. Violation of any provision of this permit is subject to enforcement action pursuant to, but not limited to, Sections 22a-6, 22a-208, 22a-225 and 22a-226 of the CGS.
4. The Permittee shall make no changes to the specifications and requirements of this permit, except in accordance with law.
5. The Permittee is authorized to operate the Facility in accordance with all applicable law, including this permit. Unless otherwise approved by the Commissioner, the Permittee shall only receive/process solid waste at the Facility Monday through Saturday between 6:00 a.m. and 3:00 p.m.
6. The Permittee shall receive and process at the Facility no more than:
  - a. 650 tons/day (TPD) of municipal solid waste (MSW) including oversized MSW (furniture, mattresses, carpets, bathroom fixtures, etc.).
  - b. 120 TPD of recyclable waste (newspaper, cardboard, commingled containers, scrap metal), scrap tires and clean wood.

The Permittee shall not exceed the processing and storage limits established by this permit. The Permittee shall apply for and obtain a written authorization from the Commissioner to exceed these limits. Solid waste, other than those listed herein, shall not be accepted, processed, treated, stored, transported or disposed off-site, or otherwise processed at the Facility without prior written approval of the Commissioner. At no time shall the Permittee sort MSW. Except for Torrington residents with self-dumping vehicles, residential drop-off activities are prohibited.

7. Only presegregated non-contaminating materials shall be accepted for processing of recyclables. Waste other than designated recyclables as defined in Section 22a-241b of RCSA or condition No. 6 shall not be accepted, processed, disposed or stored at this Facility without prior approval of the Commissioner.
8. Hazardous wastes as defined by Section 22a-449(c)-100 RCSA shall not be accepted, processed, disposed or stored at this facility.

9. The Permittee shall store/handle solid waste at the Facility in accordance with the specifications incorporated into the O&MP document listed in condition No. 2a of this permit, but not limited to, the following specifications:
- a. **Storage of MSW.** Storage of MSW shall only occur inside of the transfer station building and shall not exceed 350 cubic yards on the tipping floor and 100 cubic yards in one (1) transfer trailer. Received MSW shall be processed on a first-in first-out basis. The tipping floor shall be cleaned and the MSW transfer trailer shall be shipped off-site by the end of each operational day. No MSW shall be stored overnight on the tipping floor, with the exception of legal holiday weekends and/or emergency conditions as defined in this permit.
  - b. **Storage of oversized MSW.** Storage of oversized MSW shall be limited to a 40 cubic yard container. Oversized MSW shall be placed in the container on the same day it is received. Fully loaded containers shall be removed from the Facility within two business days. Storage of oversized MSW shall occur in the designated roll-off container staging area identified in the drawing referenced in Condition No. 2b, above. The sorting, receiving, or storage of treated wood is prohibited.
  - c. **Storage of scrap metal.** The receiving and storage of appliances containing CFCs is prohibited. Storage of scrap metal (including appliances which have CFCs removed, any scrap metal that does not contain CFCs, propane tanks without valves) shall not exceed 40 cubic yards, and shall be confined to containers at the end of each operational day. Fully loaded containers shall be removed from the Facility within two business days. Scrap metal storage in containers shall occur in the designated roll-off staging area identified in the drawing referenced in Condition No. 2b, above. Any scrap metal that contains used oil shall be managed in accordance with the applicable used oil regulations as specified in Section 22a-449(c)-119 of the RCSA, until the used oil is drained or otherwise removed from the scrap metal. At a minimum, such removed used oil shall be managed in accordance with the above regulation.
  - d. **Storage of scrap tires** shall be limited to a 40 cubic yard container. Scrap tires shall be placed in the container on the same day they are received. Fully loaded containers shall be removed from the Facility within two business days. Scrap tire storage shall occur in the designated roll-off container staging area identified in the drawing referenced in Condition No. 2b, above.
  - e. **Storage of other solid waste** shall be confined to containers located at either the “recycling area” or the designated roll-off container staging area as identified in the drawing referenced in Condition No. 2b, above. Fully loaded containers shall be removed from the Facility within two business days. The total storage volumes shall not exceed the following: 100 cubic yards for commingled glass, plastic and metal containers; 100 cubic yards for mixed paper, cardboard; 40 cubic yards for clean wood (brush, land clearing debris, stumps, branches). The containers for cardboard and mixed paper shall be kept covered at all times except when the containers are being filled.

10. The Permittee shall:
  - a. Store solid waste on-site in conformance with proper fire control measures. Routine maintenance and inspections of all fire control equipment shall be conducted in accordance with manufacturer's specifications.
  - b. Control all traffic related with the operation of the Facility in such a way as to mitigate queuing of trucks on/off site and excessive or unsafe traffic impact in the area where the Facility is located.
  - c. Ensure that all solid waste accepted is properly handled on-site, processed, stored and transported to markets or other solid waste processing or disposal facilities permitted to accept such solid waste.
  - d. Ensure that any unacceptable solid waste inadvertently received, or solid waste which is unsuitable for processing at the Facility are: (1) promptly sorted, separated, isolated and temporarily stored in a safe manner prior to off-site transport; (2) recorded and reported in the quarterly report required by this permit; and (3) disposed at a facility lawfully authorized to accept such waste. A spare container shall be available for any storage emergency.
  - e. Provide expeditious notification about any emergency incident (explosion, accident, fire, release, severe weather, or other significant disruptive occurrence) which: (1) damaged equipment or structures; (2) interrupts the operation of the Facility for greater than 24 hours; (3) results in an unscheduled Facility shutdown or forced diversion of solid waste to other solid waste facilities, (4) could reasonably create a source of pollution to the waters of the state, or (5) otherwise threatens public health. Such notification required under this condition shall: (a) be within 24 hours of the emergency incident, (b) be verified to the Solid Waste Program in Waste Engineering and Enforcement Division of the Bureau of Waste Management by phone at (860) 424-3366, or at another current publicly published number for the Solid Waste Program, or by facsimile at (860) 424-4059, (c) the notification above shall be followed by a written report within 30 days of the emergency incident detailing the cause and effect of the incident, remedial steps taken and emergency backup used or proposed to be implemented; (d) be recorded in a log of emergency incidents reportable or not under this condition. In addition to the notification requirements above, the Permittee shall comply with all other applicable reporting or notification requirements regarding the emergency incident including but not limited to, reporting required by section 22a-450 of the CGS.
  - f. Prevent the spillage of solid waste from transfer containers during on-site maneuvering/storage and off-site transport, and cover each loaded container before transportation off-site. Remove any litter from the Facility's premises and the surrounding properties on a daily basis. Instruct the haulers to maintain the containers covered during off-site transportation.
  - g. Operate the Facility in a safe manner and control fire, odor, noise, spills, vectors, litter and dust emissions levels in continuous compliance with all applicable OSHA requirements.
  - h. Process, store or otherwise handle at the Facility all solid waste received in such a manner as to avoid any spillage, nuisance and protect the public health and the environment.
  - i. Maintain at the Facility's premises, and have available for review by the Commissioner, the manufacturer's operation and maintenance manuals for each major piece of fixed processing equipment installed at the Facility.
  
11. The Permittee shall ensure that all recyclable wastes accepted are segregated so that no wastes are commingled which would or could potentially contaminate the recyclables, thereby rendering the recyclables unmarketable. Processing of wastes shall be conducted in such a manner that will not cause contamination of the recyclable product.

12. The Permittee shall have an operator, certified pursuant to Section 22a-209-6 of RCSA, present at all times during Facility operation. All individuals under the supervision of such certified operators shall have sufficient training to identify waste received at the Facility which is not permitted to be received, or suitable for processing, and take proper action in handling such waste.
13. The Permittee shall submit for the Commissioner's review and written approval all necessary documentation supporting any proposed physical/operational upgrades, improvements and/or minor changes in the Facility design, practices or equipment. The Commissioner may issue a written approval only if, in his judgment, the proposed physical/operational upgrades, improvements and/or minor changes: (a) are deemed necessary for a better and more efficient operation of the Facility; (b) are not significantly changing the nature of the Facility, or its impact on the environment; and (c) does not warrant the issuance of a permit or authorization pursuant to Section 22a-208 of the CGS.
14. The Permittee shall maintain daily records as required by Section 22a-209-9(p) of RCSA and Sections 22a-208e and 22a-220 of CGS. Based on such records, the Permittee shall prepare monthly summaries including, but not limited to, the following information:
  - a. Origin, type and quantity of solid waste received.
  - b. Destination to wastes from the Facility were delivered for disposal or recycling, including quantities delivered to each destination.

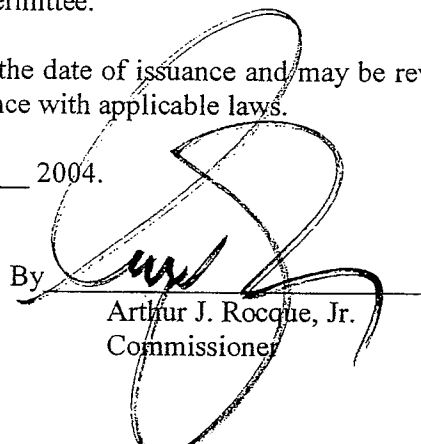
The monthly summaries required pursuant to this condition shall be submitted quarterly directly to the Waste Planning and Standards Division of the Bureau of Waste Management, no later than January 31, April 30, July 31, October 31, of each year on forms prescribed by the Commissioner.

15. Nothing herein authorizes any person, municipality or authority to hinder municipal or regional solid waste recycling efforts. All activities conducted by the Permittee at the Facility shall be in accordance with the documents submitted as part of the application and in compliance with the Connecticut State Solid Waste Management Plan.
16. 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. Any document or action which is due or required on a Saturday, Sunday or a state/federal holiday shall be submitted or performed by the next business day thereafter.
17. Any document, including, but not limited to 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, as defined in Section 22a-430-3(b)(2) of the RCSA, and by the individual or individuals responsible for actually preparing such documents, 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 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, and I understand that any false statement in the submitted information may be punishable as a criminal offense." Any false statement in any document

submitted pursuant to this permit may be punishable as a criminal offense in accordance with Section 22a-6 of the CGS, pursuant to Section 53a-157 of the CGS, and in accordance with any other applicable statute.

18. 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 activity affected thereby.
19. Nothing in this permit shall affect the Commissioner's authority to institute any proceeding or to take any actions to prevent violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law.
20. Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local laws.
21. To the extent that any term or condition of this permit is deemed to be inconsistent, or in conflict, with any term or condition of Permit to Construct No. SW-143-4-T issued on December 30, 1987, including any modifications thereto, or with any data or information contained in the application, or any other documents incorporated by reference in this permit, the term or condition of this permit shall control and remain enforceable against the Permittee.
22. This permit shall expire five (5) years from the date of issuance and may be revoked, suspended, modified, renewed, or transferred in accordance with applicable laws.

Issued on this 22<sup>nd</sup> day of April, 2004.

By   
Arthur J. Rocque, Jr.  
Commissioner

Permit to Operate No. 1430666-PO

Permittee - Certified Mail # 70022030000796409508

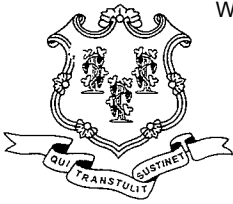
Certified to be a true copy of a document in the file of the Department of Environmental Protection, Waste Management Bureau.

Name: Jose Eason

Title: Secretary

Date: April 23, 2004





**STATE OF CONNECTICUT**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**



April 23, 2004

RECEIVED  
CONN. RESOURCES  
RECOVERY AUTHORITY

04 APR 30 AM 9:22

Mr. Peter W. Egan  
Connecticut Resources Recovery Authority  
100 Constitution Plaza - 17<sup>th</sup> Floor  
Hartford, Connecticut 16103-1722

Re: Torrington Transfer Station  
Old Dump Road, Torrington, Connecticut  
Application No. 200102696 - Modification of Permit to Operate

Dear Mr. Egan:

Please find enclosed a certified copy of your modified permit to operate a transfer station located at Old Dump Road, Torrington, Connecticut.

If you have any questions concerning your permit, please contact William Sigmund of the Waste Engineering and Enforcement Division at (860) 418-5924.

Sincerely,

Michael Harder  
Acting Chief  
Bureau of Waste Management

MH/ws  
Enclosure  
cc: Julie Cubanski - DEP - w/o enclosure



**TORRINGTON TRANSFER STATION  
OPERATION AND MAINTENANCE PLAN**

Prepared by  
**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**Revised August 2003**

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### **EXHIBIT A: Mid-Connecticut Project Permitting, Disposal and Billing Procedures**

# TORRINGTON TRANSFER STATION OPERATION AND MAINTENANCE PLAN

## 1. INTRODUCTION

The Connecticut Resources Recovery Authority (CRRA) developed and began to operate the Torrington Transfer Station in 1988 as an integral component of the CRRA's Mid-Connecticut Project.<sup>1</sup> The Mid-Connecticut Project provides Connecticut with a long-term solution for solid waste disposal in accordance with the Solid Waste Management Plan developed by the Department of Environmental Protection (DEP).

The Torrington Transfer Station is constructed on a 4.69-acre parcel on Old Dump Road in Torrington, Connecticut. The Transfer Station acts as a transfer point for processible<sup>2</sup> and non-processible municipal solid waste (MSW) and recyclables generated in towns in the area.

This Operation and Management Plan (O&M Plan) covers both the MSW and the recyclables activities at the Torrington Transfer Station.<sup>3</sup> If there are any changes to operations at the Transfer Station as described in this O&M Plan, the Plan will be revised to reflect those changes.

Terms used in this O&M Plan are as defined in CRRA's "Mid-Connecticut Project Permitting, Disposal and Billing Procedures."<sup>4</sup> The Procedures are **Exhibit A**, which is attached to and made a part of this O&M Plan. The Procedures may be amended from time to time.

---

<sup>1</sup> DEP issued a Permit to Construct for the Torrington Transfer Station to CRRA on December 30, 1987 (SW-143-4-T) and a Permit to Operate on February 24, 1988 (SW-143-6-C). The original permits were only for a solid waste transfer facility. On August 19, 1993 DEP issued to CRRA a Minor Permit Amendment to the Permit to Operate for the Torrington Transfer Station authorizing CRRA to establish a recycling operation at the Transfer Station. On August 16, 2001, CRRA submitted to DEP an application for a modification of the Permit to Construct to increase the acceptable daily tonnage limit and to authorize the use of roll-off containers to collect oversized MSW. At September 1, 2003, DEP has not yet issued a decision on the application.

<sup>2</sup> "Processible" means that the waste can be processed into Refuse Derived Fuel (RDF) at the Mid-Connecticut Project's Waste Processing Facility (WPF) in Hartford, Connecticut. The RDF is delivered to the Project's Power Block Facility where it is incinerated and provides the energy source to generate steam that is used to generate electricity.

<sup>3</sup> The O&M Plan was originally submitted to DEP in 1987 in conjunction with the initial application to construct and operate the Torrington Transfer Station. An O&M Plan for the recyclables operation at the Transfer Station was submitted in connection with the 1992 application to develop such an operation. The O&M Plan was revised in conjunction with an application for a permit modification that was submitted to DEP in 2001 and revised and clarified in August 2003. The August 2003 revision reflected the changes sought in the application for a permit modification as well as other changes at the facility that were approved by DEP through applicable permit amendments.

<sup>4</sup> At September 1, 2003, the most recent version of the Procedures had an effective date of July 1, 2002.

## 2. THE TRANSFER STATION

### 2.1 Overview

The Transfer Station provides facilities for weighing, unloading, and transferring processible MSW, non-processible MSW (i.e., bulky waste, metal goods, tires, and other non-processibles) and recyclables (commingled glass, plastic and metal containers and mixed newspaper and corrugated cardboard).

Vehicles entering the Transfer Station do so on a roadway that consists of two, asphalt, twelve-foot wide lanes. Signs are provided at the entrance to the Transfer Station to notify waste haulers of operating rules. The signs indicate the name of the permittee, hours of use, permitted users, and required safety precautions and requirements.

The first structure an incoming vehicle encounters is the scale house. The scale house area has an additional twelve-foot wide pull-off area to accommodate vehicles whose drivers require an extended entrance transaction time. All collection vehicles are weighed upon entry to the Transfer Station prior to discharging their loads. After weighing, the vehicle driver is provided a copy of the scale ticket (used for assessing fees) for the load.

The vehicle proceeds on a roadway that consists of two, asphalt, twelve-foot wide lanes (that accommodate traffic in both directions) to the one hundred thirty (130) foot by one hundred fifteen (115) foot concrete maneuvering area. The access road along with the maneuvering area reduces possible traffic flow problems.

If the vehicle is delivering MSW, it is directed by a transfer station operator to back onto the eighty (80) foot by seventy seven (77) foot enclosed tipping floor of the MSW Transfer Building where it tips its load. If the vehicle is delivering recyclables, it is directed to back up to the three-sided, ninety five (95) foot by ten (10) foot recyclables transfer area where it tips its load directly into one of the two load-out bays and into a transfer trailer located on a lower level. Only self-dumping municipal and commercial waste collection vehicles are allowed to unload MSW and recyclables at the Transfer Station. Private vehicles, other than those of Torrington residents that are self-dumping, are not allowed to deliver waste to the Transfer Station.

Processible MSW delivered to the Torrington Transfer Station is loaded into transfer vehicles and delivered to the Waste Processing Facility (WPF) in Hartford (for the purpose of producing refuse derived fuel (RDF)) or to other facilities that are properly licensed and permitted to receive such waste. Non-processible materials are sorted and transferred to a designated solid waste landfill or other facility properly licensed and permitted to receive such waste. Recovered metals and tires may be directed to appropriate markets and/or storage areas or other facilities properly licensed and permitted to receive such materials. Recyclables are loaded into transfer vehicles and delivered to the Mid-Connecticut Regional Recycling Center in Hartford or to other facilities properly licensed and permitted to receive recyclables.

## 2.2 Incoming Waste

### 2.2.1 Type And Quantity To Be Handled And Means Of Measure

The Transfer Station acts as a transfer point for processible and non-processible MSW and recyclables generated in towns in the area. At September 1, 2003, the following towns delivered solid waste and/or recyclables to the Torrington Transfer Station:

Barkhamsted <sup>5</sup>	Norfolk
Canaan	North Canaan
Colebrook	Salisbury
Cornwall	Sharon
Goshen	Torrington
Harwinton	Waterbury
Litchfield	Winchester <sup>5</sup>
New Hartford <sup>5</sup>	

The Transfer Station is permitted to process up to the following amounts of the specified materials per day (for information purposes only, the equivalent amount per year is also provided):

<u>Material</u>	<u>Tons/Day</u>	<u>Equivalent Tons/Year</u>
Processible MSW	650	198,900
Non-Processible MSW	30	9,180
Commingled Containers	40	12,240
<u>Mixed Newspaper &amp; Corrugated Cardboard</u>	<u>50</u>	<u>15,300</u>
TOTAL	770	235,620

Waste that is accepted at the Torrington Transfer Station is specified in Exhibit A (see “Acceptable Waste”).

Recyclables accepted at the Transfer Station are paper and containers. “Paper” consists of residentially generated mixed newspaper and corrugated cardboard. “Containers” consists of residentially generated commingled glass, metal and plastic food and beverage containers. While some recyclables collection vehicles deliver only paper or containers, most have two compartments with paper in one and containers in the other.

### 2.2.2 Vehicle Traffic Flow and Queuing Time

The majority of MSW and recyclable collection vehicles accessing the Transfer Station arrive via Route 8 and/or Route 118 to South Main Street to Old Dump Road. From Old Dump Road, vehicles bear right into the Transfer Station.

<sup>5</sup> The towns of Barkhamsted, New Hartford and Winchester constitute Regional Refuse Disposal District #1 (RRDD#1) which is served by the Torrington Transfer Station.

In-bound MSW and recyclables transfer vehicles all arrive via Route 8 and Route 118 to South Main Street to Old Dump Road. Empty MSW and recyclables transfer trailers proceed along the left driveway entrance for immediate access to either the MSW or recyclables load-out areas.

Traffic flow and queuing times are based on CRRA’s experience with the amount of MSW and recyclables that have been delivered to the Transfer Station. At September 1, 2003, the average number of trucks arriving per day over the preceding two Fiscal Years was as follows:

<u>Material</u>	<u>Trucks/Day</u>
Processible MSW	70.2
Non-Processible MSW	1.4
Commingled Containers	1.0
Mixed Newspaper & Corrugated Cardboard	1.5
<u>Paper and Container Loads<sup>6</sup></u>	<u>15.7</u>
TOTAL	89.9

89.9 trucks per day in an 8.5 hour workday, is equivalent to 10.6 trucks per hour.

The average amount of time it takes for queuing, weighing, maneuvering, unloading, and exiting is a total of approximately ten (10) minutes. This turnaround time is largely dependent on the ability of a truck to unload in a reasonable time. Only trucks that are capable of automatically discharging their loads are authorized to use the Transfer Station (i.e. waste packers, dump trucks, ram dischargers). Because more than one truck can use both the MSW Transfer Area and the Recyclables Transfer Area<sup>7</sup> at any one time, the Transfer Station is able to accommodate a significantly larger number of trucks without significantly increasing the turnaround time. In addition, empty transfer trailers are kept on site so that an empty one is available when an MSW or recyclables transfer trailer becomes full.

Delays during normal operation are not anticipated. Peaking periods (i.e. days when the maximum permitted capacity is received or when many drivers simultaneously deliver waste) result in only occasional delays.

## **2.3 The Internal Process**

### **2.3.1 Weighing**

Upon entering the transfer station, the vehicles drive onto a stationary scale. Vehicles with a known tare weight are not required to be weighed as they exit the facility. Scale tickets are issued once the truck content weight is determined. The majority of the vehicles using the transfer station are regular users and, therefore, it is not necessary to determine their tare weight each time. Vehicle tare weights are periodically checked through the computerized scaling system.

<sup>6</sup> Vehicles delivering recyclables typically deliver paper loads and container loads on the same truck, but in different compartments. Such trucks are indicated in this list as “Paper and Container Loads.”

<sup>7</sup> For the MSW Transfer Area, if necessary, three (3) trucks can discharge waste onto the tipping floor at one time. For the Recyclables Transfer Area, two (2) trucks can discharge recyclables into the load-out bays at one time.

### **2.3.2 Unloading**

The Torrington Transfer Station is basically a materials handling facility. Vehicles enter the maneuvering area where a transfer station operator directs them either to the tipping floor of the MSW Transfer Building or to the load-out bays of the Recyclables Transfer Area.

In the MSW Transfer Building, vehicles are directed by a transfer station operator while maneuvering and unloading solid waste onto the tipping floor. The tipping floor has the capacity to accommodate up to three vehicles at one time depending on their size. Once the vehicle has discharged onto the tipping floor, it is directed to leave the facility.

In the Recyclables Transfer Area, vehicles are directed by a transfer station operator while maneuvering and unloading recyclables into the appropriate load-out bay. Once the vehicle has discharged into a load-out bay, if the vehicle is empty, it is directed to leave the facility. If the vehicle has two compartments and has another type of recyclable in the second compartment, it is directed to the other load-out bay to discharge the remainder of its load and is then directed to leave the facility.

### **2.3.3 Sorting and Inspection**

The payloader operator inspects incoming loads of MSW and separates any tires, metals, bulk waste or other non-processible materials from the MSW by using the pay loader. These separate materials may be loaded into designated roll-off containers located on site or may be set aside until they can be loaded directly into a transport trailer for delivery to an appropriate facility that is properly licensed and permitted to receive such waste.

A transfer station operator inspects the recyclables as they are being discharged from the collection vehicle.

### **2.3.4 Load-out**

The MSW remaining after non-processibles have been sorted out and that is acceptable for processing at the WPF is loaded into either Roll-Offs (thirty or forty cubic yard) or 100 cubic yard open top transfer trailers located adjacent to the tipping floor in the thirty (30) by seventy (70) foot (2 Bay) Load Out area. When a transfer vehicle is filled, it leaves the Load Out area and proceeds to the scale area where it is weighed. It then proceeds to the WPF in Hartford, or other properly licensed solid waste disposal facility. Roll-off boxes containing non-processible waste are also transported to properly licensed disposal facilities after being weighed at the Transfer Station.

Recyclables are discharged from the collection vehicle through a load-out bay directly into a 100 cubic yard open top transfer trailer located on a lower level. When a transfer vehicle is filled, it leaves the Load Out area and proceeds to the scale area where it is weighed. It then proceeds to the Mid-Connecticut Regional Recycling Center in Hartford, or other properly licensed and permitted recyclables processing facility.



### 2.3.5 Volume Reduction

The configuration for the MSW Transfer Area of the Torrington Transfer Station is of the “Hopper” type facility. Solid waste is unloaded onto the tipping floor and is loaded by payloader into the transfer vehicles that are on a lower level. The MSW in the transfer vehicles is volume-reduced by compaction by using a Tamping Crane.

### 2.3.6 Equipment

Following is a list of equipment used to manage MSW and recyclables at the Torrington Transfer Facility. This equipment is dedicated to the site.

#### Mobile:

1. Caterpillar Front End Loader (used for managing MSW)
2. Bobcat Excavator (used for managing recyclables)
3. Small sweeper
4. Yard Tractor (for moving trailers around the facility)

#### Stationary:

1. Barko Crane (used for compacting MSW into outbound containers)

### 2.3.7 Equipment Maintenance

Maintenance equipment is provided for clean-up and general custodial purposes. All mobile equipment repairs are provided by offsite maintenance support services. Payloader maintenance may be provided by service agreements contracted by CRRA. A road sweeper is used to clean and maintain the roadways within the Transfer Station on a periodic schedule.

### 2.3.8 Hauling

The average payload per transfer trailer for each material is as follows:

<u>Material</u>	Tons/Truck
Processible MSW	18.6
Commingled Containers	7.2
Mixed Newspaper & Corrugated Cardboard	16.4

The payload per MSW roll-off, if used, is estimated at 9.0 tons.

MSW is either loaded into an available trailer or roll off at the Load Out area or allowed to accumulate on the tipping floor until a transfer vehicle arrives on site. In either case, all waste material is scheduled to be removed from the tipping floor by the end of the workday.

Recyclables accumulate in a transfer trailer until the trailer is full. If the amount of materials is not sufficient to fill a trailer, the trailer is held over till the next day. Full transfer trailers are

transported to the Mid-Connecticut Regional Recycling Center in Hartford or to other facilities properly licensed and permitted to receive and process recyclables.

Two fifty (50) cubic yard roll-off boxes may be located along the west side of the maneuvering area to the south of the tipping floor. These roll-off boxes, if present, are used to accumulate oversized MSW, metals, tires and bulky waste. The roll-off boxes are kept covered when material is not being deposited into them.

**2.3.9 Personnel and Communications**

For an efficient and smooth running operation, an effective communications system for Transfer Station personnel is required. The Torrington Transfer Station is equipped with a public address system, with speakers at both the scale house and the transfer building. A telephone system also provides communication from the scale house to the transfer building. All phone lines are underground.

The Facilities Operations Manager of the contractor that operates the Transfer Station (or his/her designee) is responsible for the coordination of activities between the transfer station and the vehicle dispatch office.

Transfer Station operators certified by DEP must be on site at all times in accordance with DEP solid waste regulations.

**2.3.10 Emergency Procedures**

The Torrington Transfer Station has been designed to meet all State, Federal, and local requirements. In case of mechanical failure of the front-end loader, a spare loader unit will be procured from offsite. Since the Transfer Station is a daytime operation, natural lighting is sufficient to maintain tipping and loading operations within the transfer building.

Should the Transfer Station not be available for use, haulers to the station will be instructed to transport their waste directly to the WPF in Hartford or an alternate properly licensed facility.

If the scale system used for determining weights is down for repairs or calibration, a manual weight determination will be used. The manual weight determination procedure is as follows.

\*\*\*\*\*

**MANUAL WEIGHT DETERMINATION FOR BILLING PURPOSES**

To be utilized during those periods that the weighing scale and/or the scale computer is not available and computerized tickets cannot be issued at the time of transaction.

- 1. CRRA and/or its contractor shall keep historical hauling load records for each vehicle or containers which has been permitted by CRRA for disposal at Mid-Connecticut Project facilities. Historical load records shall include all vehicle or container transactions.

Historical load records shall be recorded as two (2) averages:

- a. the average load weight (xx.xx Tons) of waste material hauled by each vehicle or container over its disposal history while permitted by CRRA.

- b. the average load weight (xx.xx Tons) of waste material hauled by each vehicle or container during the previous calendar month.
- 2. During those periods that the weighing scale or computer system is not available, the greater of the two historical load records (1.a & 1.b.), for that vehicle or container shall be used to determine the estimate load weight for billing and all other contractual requirements between CRRA and the permittee.
- 3. Historical load records shall be computed monthly. The previous calendar month's records shall become effective on the fifteenth (15) day of the present calendar month and stay in effect through the fourteenth (14) day of the next calendar month.
- 4. For those vehicles or containers that have not established a historical record, CRRA shall predetermine estimated load weights to be used until actual load records can be established. A minimum of ten (10) transactions with CRRA by that specific vehicle or container shall constitute an acceptable and approved historical record. Historical records shall become effective as outlined in Section 3. All transactions of this type, prior to the effective date outlined in Section 3, shall be based on CRRA's predetermined estimated load weight. Predetermined estimated load weights shall be periodically reviewed by CRRA. CRRA shall determine if future predetermined estimated load weights should be adjusted. Transactions, prior to the implementation of an adjustment, shall not be effected by any adjustments to the predetermined estimated load weights.
- 5. Each weighing transaction, requiring the use of historical load records, shall be documented on an alternate transaction weight ticket. This ticket shall be completed by an authorized weight recorder and shall be signed by both the recorder and the deliverer of the waste load.

The information to be recorded on the transaction weight ticket shall be as follows:

- Name of the Permit holder;
- Permit number;
- Vehicle number;
- Container number;
- Time;
- Date;
- Material Type;
- Origin;
- Signature of Driver
- Signature of Recorder.

\*\*\*\*\*

**2.3.11 Maximum Capacity and Storage**

The Transfer Station is permitted to process up to the following amounts of the specified materials per day (for information purposes only, the equivalent amount per year is also provided):

<u>Material</u>	<u>Tons/Day</u>	<u>Equivalent Tons/Year</u>
Processible MSW	650	198,900
Non-Processible MSW	30	9,180
Commingled Containers	40	12,240
<u>Mixed Newspaper &amp; Corrugated Cardboard</u>	<u>50</u>	<u>15,300</u>
TOTAL	770	235,620

The Torrington Transfer Station is not designed as nor intended to be a waste storage facility. MSW will be routinely removed from the building within 24 hours of its delivery. However, if an unforeseen event or act (e.g., severe weather conditions) prevents the MSW from being transferred off site, MSW may be stored for longer than 24 hours. Under no circumstances may processible MSW be stored outside of the MSW Transfer Area tipping floor.

For recyclables, except for materials left from Saturday until Monday, or over holidays, recyclables may not be stored on site in trailers for longer than a 24-hour period. Over weekends and holidays, materials may be stored on-site in trailers for 48 hours.

Tires, metals, and bulky materials, delivered as part of MSW, are sorted and transferred into roll-off containers or are otherwise segregated from other waste. Non-processible materials are transferred to the Hartford Landfill or other properly licensed facility for disposal. Metals and tires are processed through private vendors to redeem any value which they may have or are transferred to facilities properly licensed and permitted to receive and process such materials. There may not be more than one hundred (100) cubic yards (in two fifty (50) cubic yard roll-offs) of such material on site at any one time and such material must be in covered roll-off containers.

### **2.3.12 Bulky Waste and Handling Methods**

Waste consisting of garbage, trash, rubbish, refuse, and other solids collected by or from the participating municipalities may be delivered to the Torrington Transfer Station. The facility operators must remove non-processible material, including bulky waste, and transfer those wastes to the appropriate roll-off container or otherwise segregate the waste. The terms “Bulky waste” and “non-processible MSW” are defined in Exhibit A. All bulky waste must be directed to an appropriate bulky waste landfill or properly licensed volume reduction facility for disposal.

### **2.3.13 Liquid Waste Disposal**

The Torrington Transfer Station has an on-site septic system. The system consists of a 1,250 gallon septic tank and a 12 foot long, type A, leaching gallery. The system services the scale house sanitary wastes. The level of the liquid in the septic tank is measured weekly and the tank is pumped out as necessary by a qualified contractor and the contents are disposed properly.

The Transfer Station also has a 5,000 gallon holding tank for tipping floor wash down water. The level of leachate in the holding tank is measured weekly and the tank is pumped as necessary by a qualified contractor and the contents are disposed properly.

### **2.3.14 Solid Waste Disposal**

The majority of the MSW received at the transfer station will be processible material. Only MSW is accepted at the Transfer Station for disposal. This material is transferred to the WPF or other facility properly licensed and permitted to receive such waste.

Tires, metals, and bulky materials, delivered as part of MSW, are sorted and transferred into roll-off containers. Non-processible materials are transferred to the Hartford Landfill or other properly licensed facility for disposal. There may not be more than fifty (50) cubic yards of such ma-

terial on site at any one time and such material must be in a covered, roll-off container or otherwise segregated from other waste.

Metals and tires are processed through private vendors to redeem any value which they may have or are transferred to facilities properly licensed and permitted to receive and process such materials. There may not be more than fifty (50) cubic yards of such material on site at any one time and such material must be in a covered, roll-off container or otherwise segregated from other waste.

### **2.3.15 Special Waste**

Special wastes or hazardous wastes are restricted from being shipped to the Transfer Station for disposal. The hauler of any such waste must be instructed to remove it from the transfer station. If the hauler cannot be identified, a hazardous waste contractor is employed to remove the waste from the site and dispose of the items in conformance with State and Federal regulations.

### **2.3.16 Control of Dust, Windblown Material, Fire and Explosions**

The existence of large overhead doors for waste receiving at the south side and load out at the north side of the MSW Transfer Building provide a flow-through ventilation system eliminating the need for large ceiling fans or other special devices to control odor and dust. The eight-foot high chain link fence around the perimeter of the Transfer Station site contains windblown materials and facilitates custodial duties at the site. A sweeper is used for periodic road maintenance at the Transfer Station.

The Torrington Transfer Station has been classified as unprotected construction. Therefore, a sprinkler system for fire control has not been provided. An automatic and manual fire alarm system is provided with heat and smoke detectors outputting to the Torrington Fire Department or other local monitoring system. Alarm bells or horns along with evacuation manual pull stations are also provided. Fire extinguishers are available throughout the station, along with hoses at the tipping floor.

### **2.3.17 Daily Clean-Up Procedures**

All MSW must be transported out of the MSW Transfer Building by the end of the working day. The tipping floor must be cleaned each day. Provisions for washdown of the tipping floor are incorporated in the Transfer Building design. Any refuse that has spilled from waste vehicles must be cleaned up at the end of each day, or more often if necessary. Rodents are controlled by proper tipping floor housekeeping measures, as well as by use of a contracted rodent control service.

### **2.3.18 Operation Hours**

The Transfer Station is open to receive waste from the participating municipalities Monday through Saturday, beginning no earlier than 6:00 AM and ending no later than to 3:00 PM, except that the Transfer Station is closed on scheduled holidays. In the event of unforeseen circumstances (e.g., severe weather) which prevent the acceptance of waste on normal operating days, the facility may be opened on Sundays and/or holidays.

### **2.3.19 Outgoing Waste**

MSW transfer trailers are hauled to the WPF or other facility properly licensed and permitted to receive and process the waste. When the roll-off containers become full, they too are hauled to appropriate and properly licensed and permitted processing and/or disposal facilities. Recyclables transfer trailers are hauled to the Mid-Connecticut Regional Recycling Center or to other facilities properly licensed and permitted to receive and process recyclables.

### **2.3.20 Security**

The facility is equipped with a security system consisting of audible alarms on the tipping floor and security cameras mounted at strategic points around the facility. The security system is monitored 24 hours per day, 365 days per year by a private security company.

**EXHIBIT A**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**MID-CONNECTICUT PROJECT**

**PERMITTING, DISPOSAL AND BILLING  
PROCEDURES**

## **General Permit Registration for the Discharge of Stormwater Associated with Industrial Activity, effective October 1, 2011**

The following table displays registrations submitted to obtain permit coverage. The table is sorted alphabetically by Site Town first, and then by Site Name.

### **Status is defined as follows:**

- Received – Registration received by DEEP
- Sufficiency– DEEP reviewing registration for completeness
- Insufficiency – Registrant must provide additional information
- Technical Review – DEEP conducting technical review of registration
- Final Decision – Registration deemed sufficient; awaiting completion of 60 day (for registrations with electronic plan) or 90 day (for registrations with non-electronic plan) authorization and/or public participation periods
- Issued – Activity is authorized by this general permit
- Rejected – Registration did not satisfy registration requirements
- Withdrawn – Registration withdrawn by applicant
- Disapproved – Registration not eligible for general permit/ may require individual permit authorization

### **Document permit coverage:**

*Note that DEEP will no longer automatically mail Certificates of Registration. This table will serve to document permit coverage, upon issuance, for the entire term of this permit.*

### **Request a Document:**

If you are requesting to review a Registration or Pollution Prevention Plan or if you are commenting on a plan, please send your request or comments to the e-mail address below and indicate the Application Number and Site Name in your correspondence.

Pollution Prevention Plan column notes are defined as:

Open for Plan Request: For plans not available electronically, within 15 days of the initial registration posting date, members of the public can request a copy of plan. Requestors have 30 days from receipt of the plan to submit comments to DEEP.

Open for Comment: For plans available electronically, within 45 days of the initial electronic plan posting date, members of the public may submit comments on the plan to DEEP.

Review and/or Comment Period Closed: For plans not available electronically, the registration has been posted for more than 15 days and plans can no longer be requested for review. For plans available electronically, the registration and Plan URL have been posted for more than 45 days and DEEP is no longer accepting comments.

### **Give us your feedback:**

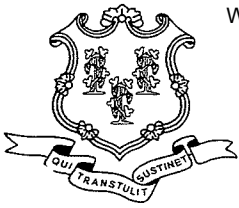
If you have comments on this posting page, send them to us via the email address below.

E-mail DEEP Stormwater at: [deep.stormwaterstaff@ct.gov](mailto:deep.stormwaterstaff@ct.gov)



**CT DEEP Industrial Stormwater Registration Status**  
**Permit coverage expires 9/30/2016 - Status (Updated Daily)****Report Includes all Registrations**  
**received by 10/24/2012**

Site Town	Site Name & Street Address	Client Name	Application #	Received Date	Status	Pollution Prevention Plan	Registration Posting Date	Request or Comment Period End Date	Permit Number	Authorization Date
TORRINGTON	Name: TORRINGTON TRANSFER STATION Address: OLD DUMP RD	CONNECTICUT RESOURCES RECOVERY AUTHORITY,	201104637	06/01/2011	Issued	Review and/or Comment Period Closed	6/8/2011	6/23/2011	GSI000521	10/1/2011
TORRINGTON	Name: TORRINGTON WATER POLLUTION CONTROL FACILITY Address: 252 LOWER BOGUE RD	TORRINGTON, CITY OF	201104984	06/01/2011	Issued	Review and/or Comment Period Closed	6/8/2011	6/23/2011	GSI001688	10/1/2011
TORRINGTON	Name: TURNER & SEYMOUR MANUFACTURING COMPANY Address: 100 LAWTON ST	TURNER & SEYMOUR MFG CO	201104957	06/01/2011	Issued	Review and/or Comment Period Closed	6/8/2011	6/23/2011	GSI000317	10/1/2011
TRUMBULL	Name: CONOPCO, INC. D/B/A UNILEVER Address: 40 MERRITT BLVD	CONOPCO, INC. D/B/A UNILEVER	201104991	06/01/2011	Issued	Review and/or Comment Period Closed	6/8/2011	6/23/2011	GSI000268	10/1/2011
TRUMBULL	Name: FIRST STUDENT, INC. Address: 81 SPRING HILL RD	First Student, Inc.	201104201	05/24/2011	Issued	Review and/or Comment Period Closed	5/31/2011	6/15/2011	GSI001147	10/1/2011
TRUMBULL	Name: GARDNER DENVER NASH LLC Address: 2 TREFOIL DR	GARDNER DENVER NASH LLC	201105120	06/01/2011	Issued	Review and/or Comment Period Closed	6/8/2011	6/23/2011	GSI001872	10/1/2011



# STATE OF CONNECTICUT

## DEPARTMENT OF ENVIRONMENTAL PROTECTION



### PERMIT TO OPERATE

**PERMITTEE:** Connecticut Resource Recovery Authority  
**FACILITY ADDRESS:** Echo Lake Road, Watertown, CT  
**PERMIT No.:** 1530867-PO

Pursuant to Section 22a-208a of the Connecticut General Statutes ("CGS") and Section 22a-209-4 of the Regulations of Connecticut State Agencies ("RCSA"), a PERMIT TO OPERATE IS HEREBY REISSUED by the Commissioner of Environmental Protection ("Commissioner") to Connecticut Resource Recovery Authority ("Permittee") to operate the solid waste transfer station ("Facility") located on Echo Lake Road, Watertown, CT. Subsequently, the Permit to Operate No. 1530132 issued on December 27, 1990 IS HEREBY REVOKED for administrative purposes.

### TERMS AND CONDITIONS

1. As used in this permit, the following definitions apply:

"Commingled" means a combination of source separated recyclable metal, glass, plastic, or a combination of source separated recyclable paper grades.

"Commingled Recyclables" means (1) a combination of metal, glass, and plastic containers, or (2) mixed paper.

"Commissioner" means the Commissioner of the Department of Environmental Protection or the Commissioner's designee.

"Day" means calendar day.

"Department" means the Department of Environmental Protection.

"Mixed Paper" means recyclable solid waste which is a combination of differing grades of source-separated recyclable paper including corrugated cardboard.

"P.E." means Professional Engineer licensed in the state of Connecticut.

"Processing" means the practice by which either the physical characteristics or the volume of solid waste accepted at the Facility is being altered through waste consolidation, recycling and transfer operations.

2. The Permittee is authorized to operate the Facility in accordance with Application No. 200202510, including but not limited to, the documents and specifications incorporated herein by reference:
- Application form(s) dated June 4, 2002;
  - Operations and Management Plan (O&MP) dated May 2002 and revised May 2006;
  - A Site Plan prepared by HRP Associates, Inc., dated December 5, 2005; and
  - Letter to Lauren Kostiuk of the Department from Peter W. Egan (CRRA), dated June 15, 2006 responding to review comments.

The Permittee shall maintain records of all documents comprising and all data pertaining to the application(s) mentioned in this condition, as well as any supplemental information submitted to the Department in connection with such application(s). Any inaccuracies found in the information submitted by the Permittee may result in revocation, reissuance, or modification of this permit, and civil or criminal enforcement actions.

3. The Permittee shall comply with all terms and conditions of this permit. This permit consists of the conditions contained herein and the specifications contained in the application documents, except where such specifications are superseded by the more stringent conditions contained herein. Violation of any provision of this permit is subject to enforcement action pursuant, but not limited to, Sections 22a-6, 22a-208, 22a-225 and 22a-226 of the CGS.
4. The Permittee shall make no changes to the specifications and requirements of this permit, except in accordance with law.
5. The Permittee shall submit for the Commissioner's review and written approval all necessary documentation supporting any proposed physical/operational upgrades, improvements and/or minor changes in the Facility design, practices or equipment. The Commissioner may issue a written approval only if, in the Commissioner's judgment, the proposed physical/operational upgrades, improvements and/or minor changes: (a) are deemed necessary for a better and more efficient operation of the Facility; (b) are not significantly changing the nature of the Facility, or its impact on the environment; and (c) does not warrant the issuance of a permit or authorization pursuant to Section 22a-208 of the CGS.
6. 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 (3) days after it is mailed by the Commissioner, whichever is earlier. Any document or action which is due or required on a Saturday, Sunday or a legal state/federal holiday shall be submitted or performed by the next business day thereafter.
7. To the extent that any term or condition of this permit is deemed to be inconsistent or in conflict, with any term or condition of any permit previously issued for this facility, including any modifications thereto, or with any data or information contained in the application, or any other documents incorporated by reference in this permit, the term or condition of this permit shall control and remain enforceable against the Permittee.
8. The Permittee is authorized to operate the Facility in accordance with all applicable law, including this permit. Unless otherwise approved in writing by the Commissioner, the Permittee is authorized to operate as follows: Monday-Saturday 6:00am-6:00pm.
9. The Permittee shall receive and process at the Facility a daily average of 550 tons/day (TPD) with a maximum of 1,070 tons on any given day. The total tons per quarter shall not exceed 41,900 tons of the following types of solid waste: (a) municipal solid waste (MSW); (b) oversized MSW; (c) scrap metal; (d) propane tanks; (e) commingled glass, plastic and metal containers; (f) mixed paper and cardboard; and (g) scrap tires. The Permittee shall not exceed the processing and storage limits established by this permit. Solid waste, other than those listed herein, shall not be accepted, processed, treated, stored, transported or disposed off-site, or otherwise processed at the Facility without prior written approval of the Commissioner.

10. The Permittee shall store and handle solid waste at the Facility only in the designated areas as identified in the drawing referenced in Condition No. 2 of this permit, in accordance with, but not limited to the following specifications:
  - a. **Storage of MSW** shall be in containers or confined to the tipping floor and not exceed three hundred (300) cubic yards in containers and one thousand two hundred (1,200) cubic yards on the tipping floor and shall be limited to no more than forty-eight (48) hours, from when the waste entered the Facility, with the exception of legal holiday weekends. The storage containers shall be kept covered at all times except when the containers are being filled.
  - b. **Storage of scrap metal** (including appliances which have had chlorofluorocarbon (CFC) liquid removed and propane tanks without valves) shall: not exceed fifty (50) cubic yards; be placed in containers at the end of each operational day; and be removed from the Facility within two (2) business days once the containers are full. Any scrap metal that contains used oil shall be managed in accordance with the applicable used oil regulations as specified in Section 22a-449(c)-119 of the RCSA, until the used oil is drained or otherwise removed from the scrap metal.
  - c. **Storage of propane tanks** shall not exceed twelve (12) units. The tanks shall be: stored upright on a surface sufficiently impervious to prevent or minimize infiltration; segregated from public access; provided with a non-combustible peripheral fence and a secured gate; and have open ventilation and proper signage in accordance with National Fire Protection Association (NFPA) 58-1995 "Standard for the Storage and Handling of Liquefied Petroleum Gases" and Section 29-331-5 of the RCSA. The Permittee shall hire a licensed contractor to extract the existing propane liquid, dismantle the valves and/or transport intact propane tanks off-site. Any leaking propane tank must immediately be removed for safe and proper handling. Empty propane tanks without valves shall be consolidated with the scrap metal.
  - d. **Storage of other solid waste** shall be confined to storage containers. The total storage volumes shall not exceed the following: one hundred (100) cubic yards for commingled glass, plastic and metal containers; one hundred (100) cubic yards for mixed paper and cardboard; and fifty (50) cubic yards for oversized MSW. The containers for cardboard and mixed paper shall be kept covered at all times except when the containers are being filled. Full containers shall be removed from the Facility within two (2) business days.
  - e. **Storage of scrap tires** shall be: limited to fifty (50) cubic yards; placed in the container or trailer at the end of each operational day; and removed from the Facility within two (2) business days once the container or trailer is full. Container(s) of scrap tires shall be kept dry by being covered at all times except when the container is being filled or emptied.
11. The Permittee shall:
  - a. Store solid waste on-site in conformance with proper fire control measures. Routine maintenance and inspections of all fire control equipment shall be conducted in accordance with manufacturer's specifications.
  - b. Ensure that all solid waste accepted at the Facility is properly handled on-site, processed, stored and transported to markets or other solid waste processing or disposal facilities permitted to accept such solid waste.

- c. Ensure that any unacceptable incidental solid waste inadvertently received, or solid waste which is unsuitable for processing at the Facility is: (1) promptly sorted, separated, isolated and temporarily stored in a safe manner prior to off-site transport; (2) recorded and reported in the quarterly report required by Condition No. 16 of this permit; and (3) disposed at a facility lawfully authorized to accept such waste. No more than ten (10) cubic yards of unacceptable waste shall be stored on-site unless authorized by the Commissioner. A spare container shall be available for any storage emergency.
- d. Ensure that contingent storage of incidental mixed batteries, mercury-containing lamps, used electronics, thermometers and thermostats classified as universal waste that is inadvertently delivered to the Facility as part of a load is conducted in accordance with the requirements of the Universal Waste Management Regulations (Section 22a-449(c)-113 and 22a-209-17 of the RCSA). The storage container(s) shall be located in an area of the Facility that will not interfere with other permitted activities.
- e. Provide expeditious notification about any emergency incident (explosion, accident, fire, release, or other significant disruptive occurrence) which: (i) significantly damaged equipment or structures; (ii) interrupts the operation of the Facility for greater than twenty-four (24) hours; (iii) results in an unscheduled Facility shutdown or forced diversion of solid waste to other solid waste facilities; (iv) could reasonably create a source of pollution to the waters of the state; or (v) otherwise threatens public health.

Such notification shall be: (i) immediately conveyed to the Commissioner using the 24-hour emergency response number (860) 424-3338 or the alternate number (860) 424-3333 and in no event later than twenty-four (24) hours after the emergency incident; (ii) verified to the Solid Waste Program in the Waste Engineering and Enforcement Division of the Bureau of Materials Management and Compliance Assurance by phone at (860) 424-3366, or at another current publicly published number for the Solid Waste Program, or by facsimile at (860) 424-4059; (iii) followed by a written report no later than the fifth business day after the emergency incident detailing the cause and effect of the incident, remedial steps taken and emergency backup used or proposed to be implemented; and (iv) recorded in a log of emergency incidents. In addition to the notification requirements above, the Permittee shall comply with all other applicable reporting or notification requirements regarding the emergency incident including but not limited to, reporting required by Section 22a-450 of the CGS.

- f. Prevent the spillage of solid waste from transfer containers during on-site maneuvering/storage and off-site transport. Each loaded container shall be covered before transportation off-site and the haulers shall be instructed to keep the containers covered during off-site transportation.
- g. Operate the Facility in a safe manner and control fire, odor, noise, spills, vectors, litter and dust emissions levels in continuous compliance with all applicable requirements, including OSHA. The Facility's premises shall be maintained and any litter shall be removed on a daily basis.
- h. Process, store or otherwise handle at the Facility all solid waste received in such a manner as to avoid any spillage, nuisance and protect the public health and the environment.

- i. Have available for review by the Commissioner, the manufacturer's operation and maintenance manuals for each major piece of fixed processing equipment, (which may include, but not be limited to, balers, conveyors, compactors, and storage tanks) installed at the Facility.
12. The Permittee shall ensure that all recyclable wastes accepted are segregated so that no wastes are commingled which would or could potentially contaminate the recyclables, thereby rendering the recyclables unmarketable. Processing of wastes shall be conducted in such a manner that will not cause contamination of the recyclable product.
13. The Permittee shall have an operator, certified pursuant to Section 22a-209-6 of the RCSA, present at all times during Facility operation. All individuals under the supervision of such certified operator shall have sufficient training to identify waste received at the Facility which is not permitted to be received, or is unsuitable for processing, and take proper action in handling such waste.
14. The Permittee shall post a sign at the Facility entrance pursuant to Section 22a-209-9(c) of the RCSA that includes the Facility's DEP permit number (Permit to Operate No. 1530867-PO).
15. The Permittee shall: (a) control all traffic related with the operation of the Facility in such a way as to mitigate queuing of vehicles off-site and excessive or unsafe traffic impact in the area where the Facility is located; (b) unless otherwise exempted, ensure that trucks are not left idling for more than three (3) consecutive minutes pursuant to Section 22a-174-18(b)(3) of the RCSA; and (c) prominently post and maintain signs limiting such truck idling time within the Facility (i.e. scale etc...)
16. The Permittee shall maintain daily records as required by Section 22a-209-9(p) of the RCSA and Sections 22a-208e and 22a-220 of the CGS. Based on such records, the Permittee shall prepare monthly summaries including, but not limited to, the following information:
  - a. Origin, type and quantity of solid waste received including unacceptable and universal waste.
  - b. Destination to which solid waste including unacceptable and universal waste from the Facility were delivered for disposal or recycling, including quantities delivered to each destination.

The monthly summaries required pursuant this condition shall be submitted quarterly and no later than January 31, April 30, July 31, October 31, of each year on forms prescribed by the Commissioner directly to:

The Solid Waste Program  
Waste Engineering and Enforcement Division  
Bureau of Materials Management and Compliance Assurance  
Department of Environmental Protection  
79 Elm Street, Hartford, CT 06106-5127

17. Nothing herein authorizes any person, municipality or authority to hinder municipal or regional solid waste recycling efforts. All activities conducted by the Permittee at the Facility shall be in accordance with the documents submitted as part of the application and in compliance with the adopted Connecticut State Solid Waste Management Plan.

18. Unless otherwise specified in writing by the Commissioner, any documents required to be submitted under this permit shall be directed to:

Lauren Kostiuk  
Waste Engineering and Enforcement Division  
Bureau of Materials Management and Compliance Assurance  
Department of Environmental Protection  
79 Elm Street, Hartford, CT 06106-5127

19. Any document, including but not limited to, 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, as defined in Section 22a-430-3(b)(2) of the RCSA, and by the individual or individuals responsible for actually preparing such documents, 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 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, and I understand that any false statement in the submitted information may be punishable as a criminal offense.”

Any false statement in any document submitted pursuant to this permit may be punishable as a criminal offense in accordance with Section 22a-6 of the CGS, pursuant to Section 53a-157 of the CGS, and in accordance with any other applicable statute.

20. 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 activity affected thereby.
21. Nothing in this permit shall affect the Commissioner's authority to institute any proceeding or to take any actions to prevent violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law.
22. Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local laws.
23. The terms and conditions of Permit to Operate No. 153012, issued on December 27, 1990, are hereby superceded and replaced by the terms and conditions of this permit.
24. This permit shall expire five (5) years from the date of issuance and may be revoked, suspended, modified, renewed, or transferred in accordance with applicable laws.

Issued on this 7<sup>th</sup> day of April, 2008

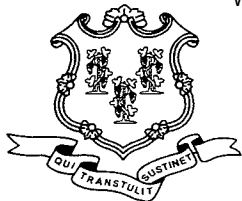
By Yvonne Bolton  
Yvonne Bolton  
Bureau Chief

Permit to Operate No. 1530867-PO  
Application No. 200202510  
Permittee - Certified Mail # 7007 0710 0004 1250 5959

Certified to be a true copy of a document in  
the file of the Department of Environmental  
Protection, Bureau of Materials Management  
and Compliance Assurance.

Name: Nicole Paulin  
Title: Office Assistant  
Date: 4/9/08





**STATE OF CONNECTICUT**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**



April 9, 2008

Mr. Peter W. Egan  
Director of Environmental Affairs and Development  
Connecticut Resource Recovery Authority  
100 Constitution Plaza  
6<sup>th</sup> Floor  
Hartford, CT 06103

**RECEIVED**

**APR 11 2008**

**CRRA  
ENVIRONMENTAL**

Subject: Modification of Permit to Operate the Watertown Transfer Station  
Application No. 200202510

Dear Mr. Egan:

Please find the enclosed certified copy of your permit to operate the transfer station located on Echo Lake Road in Watertown, CT.

If you have any questions concerning your permit, please contact Lauren Kostiuk of the Waste Engineering and Enforcement Division at 860-424-3155.

Sincerely,

A handwritten signature in black ink, appearing to read "Gabrielle Frigon".

Gabrielle Frigon  
Supervising Environmental Analyst  
Waste Engineering and Enforcement Division  
Bureau of Materials Management and Compliance Assurance

GF:lk  
Enclosure



**WATERTOWN TRANSFER STATION  
OPERATION AND MAINTENANCE PLAN**

**Prepared by  
CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**Revised April 2008**

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# WATERTOWN TRANSFER STATION OPERATION AND MAINTENANCE PLAN

## 1. INTRODUCTION

The Connecticut Resources Recovery Authority (CRRA) developed and began to operate the Watertown Transfer Station in 1990.<sup>1</sup> The Transfer Station is an integral component of the CRRA's Mid-Connecticut Project.<sup>2</sup> The Mid-Connecticut Project provides Connecticut with a long-term solution for solid waste disposal in accordance with Connecticut state law and the Solid Waste Management Plan developed by the Connecticut Department of Environmental Protection (CTDEP)<sup>3</sup>.

The Watertown Transfer Station is constructed on a 10-acre parcel on Echo Lake Road in Watertown, Connecticut. CRRA, in conformance with state law,<sup>4</sup> has retained a contractor to operate the Watertown Transfer Station (the Transfer Station Operator).<sup>5</sup> The Transfer Station acts as a transfer point for acceptable municipal solid waste (MSW)<sup>6</sup> and recyclables<sup>7</sup> generated in towns in the area.

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<sup>1</sup> DEP issued a "Permit To Construct" for the Watertown Transfer Station to CRRA on December 27, 1989 (SW1530112) and a "Permit To Operate" on December 27, 1990 (SW1530132). The original permits were only for a solid waste transfer facility. On December 20, 1991, CTDEP issued to CRRA a Minor Permit Amendment to the "Permit To Construct" for the Watertown Transfer Station authorizing CRRA to establish a recycling operation at the Transfer Station. On September 27, 1994, CTDEP issued to CRRA a Minor Permit Amendment to the "Permit To Construct" for the Watertown Transfer Station authorizing CRRA to modify the Transfer Station to allow for the acceptance of waste from Waterbury. On May 30, 2002, CRRA submitted to CTDEP an application for a minor permit amendment of the "Permit To Operate" to increase the acceptable daily tonnage limit for the Transfer Station. On June 27, 2002, CRRA converted the application to one for a permit modification. CTDEP approved a modified "Permit To Operate" on April 7, 2008 (1530867-PO).

<sup>2</sup> At May 1, 2006, the Mid-Connecticut Project provided waste management services to 70 Connecticut cities and towns and consisted of the following operating facilities: the Mid-Connecticut Resource Recovery Facility in Hartford (includes the Waste Processing Facility, the Power Block Facility and the Electricity Generating Facility); the Hartford Landfill in Hartford; the Mid-Connecticut Recycling Center in Hartford (includes fiber operations at 123 Murphy Road and containers operations at 211 Murphy Road) and four transfer stations (Ellington, Essex, Torrington and Watertown).

<sup>3</sup> Connecticut General Statutes Sec. 22a-257 et. seq. (Solid Waste Services Management Act).

<sup>4</sup> Connecticut General Statutes Sec. 22a-259(4) and Sec. 22a-268.

<sup>5</sup> At May 1, 2006, the contractor that operates the Watertown Transfer Station for CRRA was CWPM, LLC. CRRA retains the right to change contractors in circumstances warrant.

<sup>6</sup> At May 1, 2006, "acceptable solid waste" was defined by CRRA's "Mid-Connecticut Project Permitting, Disposal and Billing Procedures" (see Exhibit A to this O&M Plan) as solid waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of any participating municipality, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as CRRA's Mid-Connecticut Project Permitting, Disposal and Billing Procedures.

"Acceptable solid waste" is divided into two types: (1) processible, which is waste that can be processed into refuse derived fuel (RDF) at the Waste Processing Facility (WPF) portion of the Mid-Connecticut Project Resource Recovery Facility. The RDF is delivered to the Power Block Facility (PBF) where it is incinerated and provides the energy source to generate steam that is used to generate electricity in the Electricity Generating

This Operation and Management Plan (O&M Plan) covers both the MSW and the recyclables activities at the Watertown Transfer Station.<sup>8</sup> If there are any changes to operations at the Transfer Station as described in this O&M Plan, the Plan will be revised to reflect those changes.

Terms used in this O&M Plan are as defined in CRRA's "Mid-Connecticut Project Permitting, Disposal and Billing Procedures."<sup>9</sup> The Procedures are **Exhibit A**, which is attached to and made a part of this O&M Plan. The Procedures may be amended from time to time.

## 2. OPERATION

### 2.1 Daily Operations

The Watertown Transfer Station provides facilities for receiving, weighing, unloading, and transferring MSW and recyclables. Only self-dumping municipal and commercial waste collection vehicles that have been issued permits by CRRA are allowed to unload MSW and recyclables at the Transfer Station. Private vehicles are not allowed to deliver waste to the Transfer Station.

The configuration for the MSW Transfer Area of the Watertown Transfer Station is of the "hopper" type facility. Solid waste is unloaded (i.e., dumped) from the delivery vehicle onto the tipping floor and is loaded by the Front-End Loader into a transfer vehicle that is on a lower level. The Recyclables Transfer Area is also of the "hopper" type, but recyclables are directly unloaded (i.e., dumped) from the delivery vehicle into a transfer vehicle that is on a lower level.

#### 2.1.1 Receiving

Vehicles enter the Transfer Station on a roadway that consists of two, asphalt, twelve-foot wide lanes. Signs are provided at the entrance to the Transfer Sta-

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Facility (EGF) and (2) non-processible which is waste that can not be processed into RDF and includes, but is not limited to, household furniture, mattresses, appliances, carpets and rugs, scrap metals, propane tanks and automobile tires.

<sup>7</sup> At May 1, 2006, acceptable recyclables included commingled containers (glass, plastic and metal) and mixed fiber (newspaper, corrugated cardboard, junk mail and magazines). It is anticipated that, when the modified and upgraded CRRA Regional Recycling Center in Hartford is opened (expected in 2007), acceptable commingled containers will also include oversize plastic and metal containers (e.g., #10 restaurant cans) and aerosol cans, and acceptable fiber will also include boxboard and office and mixed paper.

<sup>8</sup> The O&M Plan was originally submitted to CTDEP in 1988 in conjunction with the initial application to construct and operate the Watertown Transfer Station. An O&M Plan for the recyclables operation at the Transfer Station was submitted in connection with the 1991 application to develop such an operation. The O&M Plan was revised in conjunction with an application for a permit modification that was submitted to CTDEP in 2002 and revised and clarified in May 2006. The May 2006 revision reflected the changes sought in the application for a permit modification as well as other changes at the facility that were approved by CTDEP through applicable permit amendments. The O&M Plan was further revised in April 2008 to reflect conditions imposed by the approved permit modification.

<sup>9</sup> At May 1, 2006, the most recent version of the Mid-Connecticut Project Permitting, Disposal and Billing Procedures had an effective date of October 1, 2005.

tion to notify waste haulers of operating rules. The signs must indicate the name of the permittee, hours of use, permitted users, and required safety precautions and requirements.

After passing the signs, an incoming vehicle delivering material (MSW or recyclables) to the Transfer Station bears left and proceeds on a roadway (two, asphalt, twelve-foot wide lanes that accommodate traffic in both directions) to the scale house.

### 2.1.2 Weighing

All collection vehicles (MSW and recyclables) are weighed on a truck scale<sup>10</sup> upon entry to the Transfer Station prior to discharging their loads. After weighing, the vehicle driver is provided a copy of the scale ticket (used for assessing fees) for the load.

Vehicles with a known tare weight are not required to be weighed as they exit the facility. Only vehicles with a valid CRRA permit are allowed to use the Transfer Station. Upon receiving a permit from CRRA, a vehicle's tare weight is determined the first time it uses a CRRA Mid-Connecticut Project facility. The tare weight is stored in CRRA's centralized scale database and is available to all CRRA Mid-Connecticut Project facilities. Vehicle tare weights are periodically checked.

The scale house area has an additional twelve-foot wide pull-off area to accommodate vehicles whose drivers require an extended entrance transaction time.

### 2.1.3 Unloading

Only self-dumping municipal and commercial waste collection vehicles are allowed to unload MSW and recyclables at the Transfer Station. Private vehicles are not allowed to deliver waste to the Transfer Station.

#### **(a) MSW Deliveries**

If the vehicle is delivering MSW, it proceeds straight ahead from the scale on an asphalt driveway to the ninety five (95) foot by sixty five (65) foot concrete MSW Maneuvering Area. At the Maneuvering Area, the vehicle is directed by a transfer station operator to back into the enclosed MSW Transfer Building.

The MSW Transfer Building has an eighty (80) foot by seventy seven (77) foot enclosed tipping floor where the vehicle, under the direction of a transfer station operator, tips its load. The tipping floor has the capacity to accommodate up to three vehicles at one time depending on their size.

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<sup>10</sup> At May 1, 2006, the scale at the Watertown Transfer Station was an Emery Winslow hydraulic truck scale.



Once the vehicle has discharged onto the tipping floor, it is directed to leave the facility.

**(b) Recyclables Deliveries**

If the vehicle is delivering recyclables, on leaving the scale, it turns right and proceeds on a roadway that consists of two, asphalt, twelve-foot wide lanes (that accommodate traffic in both directions) to the Recyclables Maneuvering Area.

In the Recyclables Maneuvering Area, vehicles are directed by a transfer station operator while maneuvering and unloading recyclables. A vehicle is directed to back up to one of the three-sided, ninety five (95) foot by ten (10) foot recyclables transfer areas where it tips its load directly into one of the three load-out bays and into a transfer trailer located on a lower level. Once the vehicle has discharged into a load-out bay, if the vehicle is empty, it is directed to leave the facility. If the vehicle has two compartments and has another type of recyclable in the second compartment, it is directed to another load-out bay to discharge the remainder of its load and is then directed to leave the facility.

**2.1.4 Sorting and Inspection**

Scavenging is prohibited at the Transfer Station.

**(a) MSW Deliveries**

The Front-End Loader Operator inspects incoming loads of MSW. Propane, butane and acetylene tanks are separated by the Front-End Loader Operator using the Front-End Loader from the other material. Such tanks are stored in the Empty Propane Tank Storage Cage.

Depending on operational circumstances, the Front-End Loader Operator will do one of the following with the remainder of the material:

- (1) Using the Front-End Loader, sort and separate from the load additional non-processible materials<sup>11</sup> such as oversize furniture, rugs, metal and tires from the material. These materials are loaded (using the Front-End Loader) into the Non-Processibles Roll-Offs.<sup>12</sup> The remainder of the material (processable MSW<sup>13</sup>)

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<sup>11</sup> Non-processible materials are those that can not be processed into RDF for use at the Mid-Connecticut Resource Recovery Facility and include, but are not limited to, household furniture, mattresses, appliances, carpets and rugs, scrap metals, propane tanks and automobile tires (see definition in **Exhibit A**).

<sup>12</sup> At May 1, 2006, roll-off containers were not located on site for these purposes, but it is anticipated that they may be in the future and, if they are, they will be utilized as indicated and placed as indicated on the site plan.

<sup>13</sup> Processible MSW is material that can be processed into RDF for use at the Mid-Connecticut Resource Recovery Facility.

is loaded (using the Frond-End Loader) into transfer trailers for transport off site; or

- (2) Using the Front-End Loader, load the remainder of the material (processable and non-processible MSW) into transfer trailers for transport off site. If the material is transported to the Mid-Connecticut Resource Recovery Facility, non-processible MSW is removed at the Waste Processing Facility portion of the Resource Recovery Facility.

**(b) Recyclables Deliveries**

The Backhoe Operator inspects the recyclables as they are being discharged from the collection vehicle.

**2.1.5 Load-Out**

**(a) MSW Load-Out**

An incoming vehicle that will transfer MSW from the Transfer Station turns right after the entrance signs and proceeds to the MSW Load Out Area.

The MSW remaining after propane tanks (and, if operational circumstances warrant, other non-processibles) have been sorted out (see Section 2.1.4(a)(1)) is loaded by the Front-End Loader Operator using the Front-End Loader into 100 cubic yard open top transfer trailers located adjacent to and at a level lower than the tipping floor in the thirty (30) by seventy (70) foot (1 Bay) load out area.

When a transfer vehicle is filled, it leaves the Load Out Area and proceeds to the scale area where it is weighed. Processible MSW is delivered to the CRRR Waste Processing Facility (WPF) in Hartford (for the purpose of producing refuse derived fuel (RDF)) or to other facilities that are properly licensed and permitted to receive such waste. (See Section 2.13 for a listing of facilities used during calendar year 2005.)

**(b) Recyclables Load-Out**

An incoming vehicle that will transfer recyclables from the Transfer Station turns left after the entrance signs and proceeds to the Recyclables Load Out Area.

Recyclables are discharged from the collection vehicle through a load-out bay directly into 100 cubic yard open top transfer trailers located on a lower level. When a transfer vehicle is filled, it leaves the Load Out Area and proceeds to the scale area where it is weighed. It then proceeds to the CRRR Mid-Connecticut Regional Recycling Center in Hartford, or other

properly licensed and permitted recyclables processing facility. (See Section 2.13 for a listing of facilities used during calendar year 2005.)

**(c) Propane, Butane and Acetylene Tank Load-Out**

While only propane, butane and acetylene tanks that have been purged and emptied and with valves removed are accepted at the facility, occasionally a tank from which the valve has not been removed is inadvertently included in an MSW delivery. Such tanks are set aside and are managed by a private contractor properly licensed to purge and empty tanks and to remove their valves.

**(d) Non-Processible MSW Load-Out**

If operational circumstances are such that additional non-processibles are separated from the waste stream at the Transfer Station, the roll-off boxes in which such non-processibles are stored would be transported by truck to the Hartford Landfill or other properly licensed facility for disposal. Metals and tires may be processed through private vendors to redeem any value which they may have or are transferred to facilities properly licensed and permitted to receive and process such materials.

## **2.2 Method Of Measuring Waste**

All collection vehicles (MSW and recyclables) are weighed on a vehicle truck scale upon entry to the Transfer Station prior to discharging their loads<sup>14</sup>. While CRRA has retained a contractor to operate the Watertown Transfer Station, CRRA employees staff the scale house and are responsible for weighing vehicles (CRRA Scale/Enforcement Specialists).

The scale is connected to a computer in the scale house which automatically enters the weight of the vehicle into a scale computer software program.<sup>15</sup> The CRRA Scale/Enforcement Specialist, based on information provided by the driver of the collection vehicle, enters other information about the shipment including the type of material (MSW, recyclables) and the source/origin (town or city) of the material. Only vehicles with a valid CRRA Mid-Connecticut Project permit are allowed to use the Transfer Station. Upon receiving a permit from CRRA, a vehicle's tare weight is determined the first time it uses a CRRA Mid-Connecticut Project facility. The tare weight is stored in CRRA's centralized scale data base<sup>16</sup> and is available to all CRRA Mid-Connecticut Project facilities. Therefore, the weight of the material delivered is calculated by the scale software program by subtracting the vehicle's tare weight (as stored in the scale software database) from the vehicle's gross weight (as determined by the scale). Vehicle tare weights are periodically checked.

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<sup>14</sup> At May 1, 2006, the scale at the Watertown Transfer Station was an Emery Winslow hydraulic truck scale.

<sup>15</sup> At May 1, 2006, the computer scale program was Mettler Toledo's AutoScale program.

<sup>16</sup> At May 1, 2006, the centralized scale data base was Mettler Toledo's Central Management Reporting System (CMRS).

### 2.3 Waste Storage Practices

Pursuant to the *Regulations of Connecticut State Agencies* (RCSA) Section 22a-209-9(g)(1), no processible MSW will be stored either on the tipping floor or in a transfer trailer for more than 48 hours of its delivery, with the exception of legal holidays and weekends. No recyclables will be stored in a transfer trailer for more than 48 hours of its delivery, with the exception of legal holidays and weekends.

The following table indicates, for each type of waste that might be stored at the Transfer Station, the maximum amount that can be stored in cubic yards (CY), the area where it would be stored and, where applicable, the type of containers in which it would be stored.

Type of Waste	Maximum Storage	Storage Area	Storage Containers
Processible MSW	1,200 CY	Tipping Floor	
	300 CY	Transfer Trailer Staging Area	100 CY Transfer Trailers
Recyclables	200 CY	Transfer Trailer Staging Area	100 CY Transfer Trailers
Propane, Butane and Acetylene Tanks	12 tanks	Propane Tank Storage Cage	
Other Non-Processible MSW (bulky items, tires, metals)	100 CY	Roll-Off Storage Area	50 CY Roll Offs

The Transfer Trailer Staging Area is located east of the scale house between the scale and the recyclables load-out area. The Propane Tank Storage Cage is located in the northeastern corner of the MSW Maneuvering Area. The Non-Processibles Roll-Offs Storage area is located south of the MSW Maneuvering Area.

The amount of storage capacity for both MSW and recyclables at the Transfer Station is more than the maximum amount of each type of material that is permitted to be received at the facility per day.

Under no circumstances may non-containerized processible MSW be stored outside of the MSW Transfer Area tipping floor.

Transfer and storage containers must remain covered at all times, except when waste is being actively placed in or removed from the container.

### 2.4 Operation And Maintenance Budget

CRRA uses a private contractor to operate the Watertown Transfer Station (the Transfer Station Operator). CRRA pays to the Transfer Station Operator an annual fee for the op-

eration and maintenance of the Transfer Station.<sup>17</sup> In addition, CRRA personnel staff the scale house at the Transfer Station.<sup>18</sup>

## 2.5 Towns Served By The Facility

The Transfer Station acts as a transfer point for MSW (processable and non-processible) and recyclables generated in towns in the area. At May 1, 2006, the following towns delivered solid waste and/or recyclables to the Watertown Transfer Station:

Beacon Falls	Southbury
Bethlehem	Thomaston
Middlebury	Waterbury
Naugatuck	Watertown
Oxford	Woodbury
Roxbury	

Only municipal and commercial waste collection vehicles that have been issued permits by CRRA are allowed to unload MSW and recyclables at the Transfer Station. Private vehicles are not allowed to deliver waste to the Transfer Station.

From time to time, based on waste flow considerations with other CRRA Mid-Connecticut Project facilities, the Transfer Station may accept MSW from other Mid-Connecticut Project towns on a short-term basis.

## 2.6 Design Capacity Of The Facility

The maximum amount of MSW that the Watertown Transfer Station is designed to handle is approximately 1,400 tons per day. This is approximately 20% higher than the maximum quantity of MSW that is permitted to be accepted at the facility (see Section 2.8 below).

## 2.7 Types And Quantities Of Waste Received

The following table indicates for calendar year 2005 the towns from which material was shipped to the Watertown Transfer Station and the amount in tons of each type of waste that was shipped to the facility.<sup>19</sup>

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<sup>17</sup> The annual operation and maintenance fee CRRA paid to CWPM (the operator of the facility at May 1, 2006) to operate and maintain the Watertown Transfer Station in FY 06 was \$437,758.

<sup>18</sup> At May 1, 2006, the annual cost of a CRRA Scale/Enforcement Specialist was approximately \$63,500.

<sup>19</sup> A significant portion of the recyclables that are delivered to the Transfer Station are delivered in vehicles that have two compartments, one for commingled containers and one for fiber. CRRA does not usually require such vehicles to be weighed twice, once when entering the Transfer Station and again after one of the compartments has been emptied. Instead, based on previous trials, CRRA assumes that two-thirds of the tonnage is attributable to fiber and one-third to containers.

Town	MSW	Commingled Containers	Mixed Fiber	Total
Beacon Falls	3,077	94	188	3,359
Bethlehem	2,028	166	163	2,357
Middlebury	3,730	184	404	4,318
Naugatuck	18,515	471	1,041	20,027
Oxford	4,943	147	387	5,477
Roxbury	1,033	86	159	1,278
Southbury	3,045	463	1,028	4,536
Thomaston	5,399	143	298	5,840
Torrington	3	0	0	3
Waterbury	60,899	1,129	2,337	64,365
Watertown	15,558	421	871	16,850
Woodbury	6,205	260	428	6,893
<b>Total</b>	<b>124,436</b>	<b>3,564</b>	<b>7,304</b>	<b>135,304</b>

**2.8 Maximum Quantities Of Waste**

The Transfer Station is permitted to process up to the following amounts of the specified materials per day:

Material	Average Tons/Day	Maximum Tons/Day	Maximum Tons/Quarter
MSW, oversized MSW, scrap metal, propane tanks, commingled containers (glass, plastic and metal), mixed paper and cardboard and scrap tires	550	1,070	41,900

**2.9 Waste Generation Rates**

MSW acceptance agreements for the Mid-Connecticut Project towns and cities expire in 2012. While the Watertown Transfer Station is in a physical condition such that it could continue to operate well beyond 2012, at May 1, 2006, CRRA was not in a position to predict with any certainty the amount of waste that will be delivered to the facility beyond 2012.

The following table presents predictions on the amount of materials that will be shipped to the Watertown Transfer Station between calendar 2006 and 2012.

Year (Calendar)	MSW	Commingled Containers	Mixed Fiber	Total
2006	125,700	3,700	7,600	137,000
2007	127,000	3,800	7,800	138,600
2008	128,300	3,900	8,000	140,200
2009	129,500	4,100	8,300	141,900
2010	130,800	4,200	8,500	143,500
2011	132,100	4,300	8,800	145,200
2012	133,500	4,400	9,000	146,900
<b>Total</b>	<b>906,900</b>	<b>28,400</b>	<b>58,000</b>	<b>993,300</b>

## 2.10 Acceptable Wastes

### (a) MSW

Waste that is accepted at the Watertown Transfer Station is specified in Exhibit A (see “Acceptable Waste,” Section 1.1(b)).

### (b) Recyclables

Recyclables that are accepted at the Watertown Transfer Station are specified in Exhibit A (see “Acceptable Recyclables,” Section 1.1(a)).<sup>20</sup>

## 2.11 Unacceptable Wastes

### (a) MSW

Waste that is unacceptable at the Watertown Transfer Stations is specified in Exhibit A (see “Unacceptable Waste,” Section 1.1(hh)).

The CRRA Scale/Enforcement Specialist shall, where possible, reject incoming vehicles carrying unacceptable wastes prior to unloading the materials. If a load of unacceptable materials is delivered and unloaded on to the tipping floor, the CRRA Scale/Enforcement Specialist shall detain the driver of the vehicle, if feasible, and determine the disposition of the materials.

For any hazardous materials, suspected hazardous materials, or wastes requiring special handling, CTDEP shall be immediately notified. Where practical and safe to do so, these materials will be pushed aside and, if necessary, roped off. CRRA will

<sup>20</sup> It is anticipated that, when the modified and upgraded CRRA Regional Recycling Center in Hartford is opened (expected in 2007), acceptable fiber will also include boxboard and office and mixed paper and acceptable commingled containers will also include oversize plastic and metal containers (e.g., #10 restaurant cans) and aerosol cans.

contract with an appropriate firm specializing in the handling, removal, and disposal of these wastes to manage them in accordance with any federal and state manifest, transport and disposal requirements.

If the unacceptable materials are non-hazardous and can be handled safely, they will be reloaded into the delivering vehicle and rejected. If the materials cannot be reloaded into the delivering vehicle, the material will be relocated to an unoccupied area of the facility and the Front-End Loader Operator will load a roll-off container for disposal at the Mid-Connecticut Resource Recovery Facility or at the Hartford Landfill as appropriate and as directed by the CRRA Scale/Enforcement Specialist.

If the unacceptable materials are propane, butane and acetylene tanks that have not had their valves removed, the tanks are moved by the Front-End Loader Operator to the Propane Tank Storage Cage where they are stored until a private contractor properly licensed to manage such materials purges the tanks and removes the valves.

CRRA reserves the right to charge the hauler or town of origin for any expenses associated with the sorting, extraordinary processing, loading, transporting, or disposal of these unacceptable materials.

**(b) Recyclables**

Recyclables that are unacceptable at the Watertown Transfer Stations are specified in Exhibit A (see “Unacceptable Recyclables,” Section 1.1(gg)).

**2.12 Incompatible Waste Streams**

At May 1, 2006 there were no unique waste streams shipped to the Watertown Transfer Station that were incompatible with the Transfer Station and that would require special handling.

**2.13 Facilities Shipped To**

The following table indicates for calendar year 2005 the facilities to which material was shipped from the Watertown Transfer Station and the amount in tons of each type of waste that was shipped to the various facilities. CRRA and/or its Transfer Station Operator may ship material to any properly licensed and permitted facility based on market demands and/or contractual obligations.

If, due to operational circumstances, CRRA separates and ships non-processible MSW from the Watertown Transfer Station, such non-processible MSW will be shipped to the Hartford Landfill or other properly licensed and permitted facility.



Facility	MSW	Commingled Containers	Mixed Fiber
Bridgeport Resource Recovery Facility, Bridgeport, CT	115		
Bristol Resource Recovery Facility, Bristol, CT	330		
Connecticut Valley Landfill, Chicopee, MA	340		
Mid-CT Regional Recycling Center, Hartford, CT		3,435	
Mid-CT Resource Recovery Facility, Hartford, CT	115,466		
Ontario County Landfill, Stanley, NY	1,445		
Recycle (Berlin) America, Kensington, CT			6,639
Seneca Meadows Landfill, Waterloo, NY	546		
Wallingford Resource Recovery Facility, Wallingford, CT	98		
Windsor Landfill, Windsor, CT	5,206		
Newark America, Fitchburg, MA			521
<b>Total</b>	<b>123,546</b>	<b>3,435</b>	<b>7,160</b>

If, due to operational circumstances, CRRA separates metals and/or tires from other non-processible MSW, CRRA may process the metals through Metal Management, North Haven, Connecticut and the tires through Don Steven Tire in Southington, Connecticut, or other private vendors properly licensed and permitted to receive and process such materials to redeem any value which the metal and/or tires may have.

### 3. MANAGEMENT

CRRA, in conformance with state law, has retained a private contractor to operate the Watertown Transfer Station (the Transfer Station Operator).<sup>21</sup>

#### 3.1 Connecticut Resources Recovery Authority

##### 3.1.1 Organizational Chart

The organizational chart for CRRA as related to the operation of the Watertown Transfer Station is **Exhibit B** to this Plan.

##### 3.1.2 Duties and Responsibilities

The Enforcement/Recycling Division of CRRA's Operations Department has primary responsibility for overseeing the operation of the Watertown Transfer Station. CRRA is responsible for operating the scales and having a facility op-

<sup>21</sup> At May 1, 2006, the contractor that operates the Watertown Transfer Station for CRRA was CWPM, LLC.

erator, certified by CTDEP in accordance with RCSA Section 22a-209-6, on site at any time the Transfer Station is in operation.

Specific duties and responsibilities of CRRA employees as related to the operation and maintenance of the Watertown Transfer Station are presented in **Exhibit C**.

### 3.1.3 Certified Operators

CRRA must have a CTDEP certified transfer station operator on site at all times that the Transfer Station is in operation in accordance with CTDEP solid waste regulations.<sup>22</sup>

## 3.2 **Transfer Station Operator**

### 3.2.1 Organizational Chart

The organizational chart for the Transfer Station Operator is **Exhibit D** to this Plan.

### 3.2.2 Duties and Responsibilities

The Transfer Station Operator is responsible for the operation and maintenance of the Transfer Station. The Transfer Station Operator is also responsible for hauling material (MSW and recyclables) from the Transfer Station to facilities as directed by CRRA.

Specific duties and responsibilities of Transfer Station Operator employees as related to the operation and maintenance of the Watertown Transfer Station are presented in **Exhibit E**.

### 3.2.3 Certified Operators

The Transfer Station Operator must have a CTDEP certified transfer station operator on site at all times that the Transfer Station is in operation in accordance with CTDEP solid waste regulations.<sup>23</sup>

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<sup>22</sup> At May 1, 2006, CRRA employed the following CTDEP Certified Operators as scale/enforcement specialists: Scott Antonson, Jackie Gleason, Jack Hodges, Alan Jerome, Robert Morato, Nino Pettinato, Valentino Pettinato, Pradesh Ragonauth, Phil Ransom, Scott Sears, Raymond Sherwood and Quentin Walton. CRRA does not permanently assign individuals to one particular transfer station. One or more of the above individuals was assigned to the Watertown Transfer Station whenever it was operating.

<sup>23</sup> At May 1, 2006, CWPM, the firm that operated the Watertown Transfer Station and three other CRRA Mid-Connecticut Project Transfer Stations, employed the following CTDEP Certified Operators: Jason Manafort, Michael Calandra, Scott Olandt, Scott Ross, Philip Rubinowicz, Anthony Vasi, David Speranzo, Brian McCain, Chris Pietrowicz, Robert Levesque, Tom Morin and Dave Nicewicz. CWPM does not permanently assign individuals to one particular transfer station. One or more of the above individuals was assigned to the Watertown Transfer Station whenever it was operating.

### **3.3 Operating Hours**

The Transfer Station is open to receive waste from the participating municipalities Monday through Saturday, beginning no earlier than 6:00 AM and ending no later than 3:00 PM, except that the Transfer Station is closed on scheduled holidays.<sup>24</sup> In the event of unforeseen circumstances (e.g., severe weather) which prevent the acceptance of waste on normal operating days, the facility may be opened on Sundays and/or holidays.

### **3.4 Communication Systems**

The personnel who work at the Watertown Transfer Station are equipped with cellular telephones that have a direct connect capability. A telephone system also provides communication from the scale house to the transfer building. All phone lines are underground.

The Facilities Operations Manager of the Transfer Station Operator (or his/her designee) is responsible for the coordination of activities between the Transfer Station and the vehicle dispatch office for transfer vehicles.

### **3.5 Security**

The facility is equipped with a security system consisting of audible alarms on the tipping floor and security cameras mounted at strategic points around the facility. The security system is continuously monitored by a private security company.

## **4. RECORDKEEPING**

### **4.1 Daily Tonnage Data**

Each day's transaction data (as recorded by the scale software/computer at the Transfer Station) is electronically transmitted from the scale house to CRRA's centralized Billing Department on the next business day. The data includes for MSW and recyclables, the weight (tonnage) of each type of MSW and recyclable, the town/city of origin of the material and the identity of the hauler that delivered the material. CRRA's Billing Department uses the CMRS to review transactions to identify any that might have a data entry error. The CMRS is also used to aggregate data from all of CRRA's Mid-Connecticut Project facilities and prepare bills and other reports on the tonnage delivered to the facilities.

CRRA IT staff back up the CMRS on a daily basis.

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<sup>24</sup> At May 1, 2006, the Transfer Station was open to receive waste Monday through Saturday from 6:00 AM to 2:30 PM.

## **4.2 CTDEP Quarterly Tonnage Reports**

CRRA Headquarters staff, utilizing the CMRS, prepare and submit the required quarterly tonnage reports to DEP. The reports include for each type of waste delivered to the Transfer Station during each month of the quarter, the town from which the waste was delivered and the amount (tonnage) of waste delivered. The reports also include for each type of waste shipped from the Transfer Station during each month of the quarter, the name and location of the facility to which the waste was shipped and the amount (tonnage) of waste shipped.

CRRA has developed and uses an electronic version of the CTDEP Quarterly Tonnage Report Form for reports for the Watertown Transfer Station.

## **4.3 Maintenance and Operating Costs**

CRRA's Watertown Transfer Station Operator bills CRRA the annual contractual operation and maintenance costs for the Transfer Station in 12 equal, monthly installments. CRRA records and tracks these payments using generally accepted accounting principles.

# **5. MAINTENANCE**

## **5.1 Daily Clean-Up Procedures**

The tipping floor of the MSW Transfer Building must be cleaned each day. In the event that MSW is staged on the tipping floor overnight in accordance with Section 2.3 above, only those areas of the tipping floor that are clear of MSW must be cleaned. Cleaning shall consist of pushing MSW off the tipping floor, or off those sections of the floor that are not intended to be used for overnight storage, using the bucket of the Front-End Loader.

Provisions for washdown of the tipping floor (e.g., floor drains, trench drains) are incorporated in the Transfer Building design. Floor drains and trench drains must be cleared of MSW on a daily basis, or more frequently if necessary. The floor drains and trench drains discharge to a 5,000 gallon holding tank. Management of the liquid in the holding tank is described in Section 6.5.2 below.

Any refuse that has spilled from waste vehicles must be cleaned up at the end of each day, or more often if necessary.

## **5.2 Contracts/Agreements For Maintenance**

Pursuant to the contract between CRRA and the Transfer Station Operator, the Transfer Station Operator is responsible for maintenance of the equipment.<sup>25</sup>

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<sup>25</sup> At May 1, 2006, CWPM, the operator of the Watertown Transfer Station, used its own staff to maintain all of the Transfer Station equipment.

CRRA is responsible for the maintenance of the truck scale. CRRA has contracted with a private firm for maintenance of the scale.<sup>26</sup> CRRA maintains the scale registration with the Connecticut Department of Consumer Protection.<sup>27</sup>

### **5.3 Equipment Maintenance Program**

The Transfer Station Operator is responsible for the maintenance of all of the equipment. The equipment is maintained in accordance with manufacturers' recommendations.

### **5.4 Preventive Shutdown Program**

CRRA's preventive shutdown program for the Watertown Transfer Stations is described in Section 10.1, "Emergency Waste Handling Procedures."

## **6. ENVIRONMENTAL CONTROLS**

### **6.1 Odor, Dust, Litter And Noise**

The existence of large overhead doors for waste receiving and load out at the MSW Transfer Building provide a flow-through ventilation system eliminating the need for large ceiling fans or other special devices to control odor and dust.

The eight-foot high chain link fence around the perimeter of the Transfer Station site contains windblown materials and facilitates custodial duties at the site. A sweeper is used for periodic road maintenance at the Transfer Station.

### **6.2 Screening**

There are no residences within 500 feet of the Transfer Station so screening from view pursuant to RCSA Section 22a-209-9(e) is not required.

### **6.3 Rodents**

Rodents are controlled by proper tipping floor housekeeping measures, as well as by use of a contracted rodent control service.

### **6.4 Vectors**

Vectors are controlled by proper tipping floor housekeeping measures, as well as by use of a contracted extermination service.

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<sup>26</sup> At May 1, 2006, CRRA scale maintenance contactor was Modern Scale Co. LLC.

<sup>27</sup> At May 1, 2006, the Department of Consumer Protection registration number for scale was DEV.0003422.

## **6.5 Liquid Waste Disposal**

### **6.5.1 Septic System**

The Watertown Transfer Station has an on-site septic system. The system consists of a 2,500 gallon septic tank and a 188 square foot leaching area. The system services the scale house sanitary wastes. The level of the liquid in the septic tank is measured weekly and the tank is pumped out as necessary by a qualified contractor and the contents are disposed properly.

### **6.5.2 Tipping Floor Wash Down Water**

The Transfer Station has a 5,000 gallon holding tank for tipping floor wash down water. The drains (floor and trench) from the tipping floor discharge to the holding tank. The level of leachate in the holding tank is measured weekly and the tank is pumped as necessary by a qualified contractor and the contents are disposed properly.

## **6.6 Stormwater Management**

Stormwater discharges from the Transfer Station are managed in accordance with the “General Permit for the Discharge of Stormwater Associated with Industrial Activity”.<sup>28</sup>

# **7. TRAFFIC**

## **7.1 Traffic Flow To And From The Facility**

The majority of MSW and recyclable collection vehicles accessing the Transfer Station arrive via Route 8 (a four-lane, limited access highway) to Route 262 to Echo Lake Road. From Echo Lake Road, vehicles turn right into the Transfer Station.

In-bound MSW and recyclables transfer vehicles all arrive via Route 8 to Route 262 to Echo Lake Road.

Traffic flow is based on CRRA’s experience with the amount of MSW and recyclables that have been delivered to the Transfer Station. At May 1, 2006, the average number of trucks arriving per day over the preceding two Fiscal Years was as follows:

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<sup>28</sup> At May 1, 2006, the “General Permit for the Discharge of Stormwater Associated with Industrial Activity” that was in effect was issued October 1, 2002 and revised July 15, 2003. The discharge from the Watertown Transfer Station was registered under the General Permit by Permit No. GSI000522.

Material	Trucks/Day
MSW	58
Commingled Containers	2
Mixed Fiber	3
Fiber and Container Loads <sup>29</sup>	20
<b>Total</b>	<b>83</b>

Eighty three trucks per day in an 8.5 hour workday, is equivalent to 9.8 trucks per hour.

The average payload per transfer trailer for each material is as follows:

Material	Tons/Truck
Processible MSW	18.6
Commingled Containers	6.4
Mixed Fiber	15.7

The payload per non-processible MSW roll-off, if used, is estimated at 9.0 tons.

## 7.2 Traffic Flow On Site

All of the on-site roads used by delivery trucks are have two, asphalt, twelve-foot wide lanes that accommodate traffic in both directions. All surfaces on which delivery trucks, transfer station rolling stock and transfer trucks operate are either asphalt or concrete.

The average amount of time it takes for queuing, weighing, maneuvering, unloading, and exiting is a total of approximately ten (10) minutes. This turnaround time is largely dependent on the ability of a truck to unload in a reasonable time. Only trucks that are capable of automatically discharging their loads are authorized to use the Transfer Station (i.e., waste packers, dump trucks, ram dischargers). Because more than one truck can use both the MSW Transfer Area and the Recyclables Transfer Area<sup>30</sup> at any one time, the Transfer Station is able to accommodate a significantly larger number of trucks without significantly increasing the turnaround time. In addition, empty transfer trailers are kept on site so that an empty one is available when an MSW or recyclables transfer trailer becomes full.

Delays during normal operation are not anticipated. Peaking periods (i.e. days when the maximum permitted capacity is received or when many drivers simultaneously deliver waste) result in only occasional delays.

<sup>29</sup> Vehicles delivering recyclables typically deliver fiber loads and container loads on the same truck, but in different compartments. Such trucks are indicated in this list as “Fiber and Container Loads.”

<sup>30</sup> For the MSW Transfer Area, if necessary, three (3) trucks can discharge waste onto the tipping floor at one time. For the Recyclables Transfer Area, three (3) trucks can discharge recyclables into the load-out bays at one time.

The access road to the scale house along with the MSW maneuvering area and the recyclables maneuvering area reduce possible traffic flow problems.

### 7.3 Expected Environmental Impact

Traffic associated with the Watertown Transfer Station has had no discernable negative environmental impact and is not expected to in the future.

## 8. EQUIPMENT

### 8.1 Description Of Principal Equipment

#### 8.1.1 Fixed Equipment

The only fixed equipment at the Watertown Transfer Station is the truck scale.<sup>31</sup>

#### 8.1.2 Rolling Stock

The following is a list of equipment used to manage MSW and recyclables at the Watertown Transfer Facility.

- (a) Front-End Loader (used for managing MSW)<sup>32</sup>
- (b) Excavator<sup>33</sup>
- (c) Backhoe (used for managing recyclables)<sup>34</sup>
- (d) Small sweeper

This equipment is dedicated to the site.

In addition, the Transfer Station has a snowblower, a power washer and a generator.

### 8.2 Specifications And Processing Capacities

The rolling stock must meet the following specifications:

- (a) The Front-End Loader must be a Caterpillar 936 Loader or equivalent;
- (b) The Excavator must be a Caterpillar 206 Excavator or equivalent; and
- (c) The Backhoe must be a JCB Backhoe or equivalent.

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<sup>31</sup> At May 1, 2006, the scale was an Emery Winslow hydraulic truck scale.

<sup>32</sup> At May 1, 2006, the Front-End Loader was a Caterpillar 936 Loader.

<sup>33</sup> At May 1, 2006, the Excavator was a Caterpillar 206 Excavator.

<sup>34</sup> At May 1, 2006, the Backhoe was a JCB Backhoe.



## 9. FIRE PROTECTION

### 9.1 Fire Protection Water

The Watertown Transfer Station has an on-site 60,000 gallon underground storage tank to provide a source of fire protection water.

### 9.2 Fire Protections Systems

The Watertown Transfer Station has been classified as unprotected construction. Therefore, a sprinkler system for fire control is not required and has not been provided. An automatic and manual fire alarm system is provided with heat and smoke detectors that directly signal the Watertown Fire Department or other local monitoring system. Manual pull stations for alarms are also provided. There are bell and horn alarms. Fire extinguishers are available throughout the station. Water hoses are available on the tipping floor.

## 10. EMERGENCIES

### 10.1 Emergency Waste Handling Procedures

Should the Watertown Transfer Station not be available for use, haulers delivering material to the Transfer Station would be instructed to transport their waste directly to the Mid-Connecticut Resource Recovery Facility in Hartford or an alternate properly licensed and permitted facility. (See Section 2.13 for a list of properly licensed and permitted facilities to which material was shipped from the Watertown Transfer Station during calendar year 2005.)

If the scale system used for determining weights is down for repairs or calibration, a manual weight determination will be used. The manual weight determination procedure is presented in **Exhibit F**.

In case of mechanical failure of the Front-End Loader, a spare loader unit will be procured from offsite.

Since the Transfer Station is a daytime operation, natural lighting is sufficient to maintain tipping and loading operations within the transfer building.

### 10.2 Emergency Control And Response Procedures

#### 10.2.1 Emergency Contacts

The following are the telephone numbers of the emergency contacts for the Watertown Transfer Station:

Emergency - Medical, Fire and Police	911
DEP - Oil and Chemical Spills	(866) 377-7745
CRRA	(860) 757-7700
After Hours	(860) 729-0081 (860) 250-1463
Transfer Station Operator	(860) 229-5368
Routine Calls:	
Watertown Police Department	945-5200
Watertown Fire Department	945-5220

### 10.2.2 Fire

In the event of a fire, the CRRA Scale/Enforcement Specialist and the senior on-site employee of the Transfer Station Operator, depending on who is immediately available, are responsible for the following:

- (a) Calling the Emergency Number (911), CRRA and the Transfer Station Operator;
- (b) Alerting all Transfer Station personnel; and,
- (c) Utilizing available fire extinguishers and/or hoses to fight the fire if possible.

Transfer Station employees should not put themselves, or any of their co-workers in danger to combat a fire.

All fire fighting equipment must be inspected periodically to assure that they are in working condition.

An effective fire protection program is the best way to minimize the possibility of fire at the Transfer Station. The Transfer Station Operator must evaluate all potential fire hazards and implement a program to eliminate or minimize the hazards that could result in an emergency.

The following must be part of the fire protection program:

- (a) No smoking is permitted in the Transfer Station building;
- (b) “No Smoking” signs must be posted where necessary; and
- (c) Employees must be prohibited from disposing of a cigarette in a wastebasket or trashcan.

The following special precautions related to flammable and combustible liquids must be part of the fire protection program:

- (a) Employees must keep flammable and combustible liquids away from open flames and motors that might spark;
- (b) When an employee transfers flammable liquids, he/she must bond the containers to each other and ground the one being dispensed from, to prevent sparks from static electricity;
- (c) Employees must clean up spills right away, and put oily rags in a tightly covered metal container;
- (d) Flammable and combustible liquids must be stored in approved containers in well-ventilated areas away from heat and sparks; and
- (e) All containers for flammable and combustible liquids must be clearly and correctly labeled.

### 10.2.3 Explosion

In the event of an explosion, the CRRA Scale/Enforcement Specialist and the senior on-site employee of the Transfer Station Operator, depending on who is immediately available, are responsible for the following:

- (a) Calling the Emergency Number (911), CRRA and the Transfer Station Operator;
- (b) Ensuring that first aid is administered, if required and if a person certified in Red Cross Basic First Aid is on-site and available to administer such first aid;
- (c) Alerting all Transfer Station personnel; and
- (d) Locating and shutting down any possible sources of combustion (e.g., fuel lines, flammable materials, etc.).

The Transfer Station Operator must make every effort to minimize the possibility of explosion. In particular, the Transfer Station Operator must have in-place a procedure to manage any gas containers that are discharged to the tipping floor as part of MSW. Such containers must be treated as potentially explosive materials until and unless it is determined that the container has been purged and emptied and the valve has been removed.

### 10.2.4 Major Injury – Outside Medical Attention Required

In the event of a major injury to an employee, the injured person or a person nearby must alert the CRRA Scale/Enforcement Specialist or the senior Transfer Station Operator employee. Whoever is contacted is responsible for the following:

- (a) Calling the Emergency Number (911), CRRA and the Transfer Station Operator;
- (b) Ensuring that first aid is administered, if a person certified in Red Cross Basic First Aid is on-site and available to administer such first aid; and
- (c) Designating a person to wait at the entrance to the Transfer Station to direct emergency responders to the injured person.

#### 10.2.5 Minor Injury – On-Site Medical Attention Necessary

In the event of a minor injury to an employee, the injured person or a person nearby must alert the CRRA Scale/Enforcement Specialist or the senior Transfer Station Operator employee. Whoever is contacted is responsible for the following:

- (a) Ensuring that first aid is administered, if a person certified in Red Cross Basic First Aid is on-site and available to administer such first aid; and
- (b) Calling CRRA and the Transfer Station Operator.

#### 10.2.6 Accident Reports

Immediately following any injury or illness of any kind at the Transfer Station, OSHA Form No. 200, "The Log and Summary of Occupational Injuries and Illnesses," must be filled out by the Transfer Station Operator. In addition, a workers' compensation "First Report of Injury" form must be completed and sent to the Connecticut Department of Labor.

#### 10.2.7 Hazardous Waste Management

While the Watertown Transfer Station does not accept any types of hazardous materials, if any hazardous material is inadvertently delivered, specific actions specified in Section 2.11 of this Plan must be followed. All pertinent requirements of OSHA, CTDEP and the United States Environmental Protection Agency (USEPA) must also be complied with.

## 11. SAFETY

### 11.1 Safety Policy

It is the policy of CRRA and the Transfer Station Operator to assure to the highest degree possible a safe and healthful working environment for all employees.

In order to achieve the goal of a hazard-free working environment, employees and non-employees who use the Transfer Station are required to obey the rules set forth in CRRA's and the Transfer Station Operator's safety program or be subject to disciplinary action.

CRRA and the Transfer Station Operator must meet or exceed the standards established by any applicable local and/or federal laws and regulations including regulations promulgated by the Occupational Safety and Health Administration (OSHA) pertaining to general industry (29 CFR Part 1910) and the construction industry (29 CFR Part 1926).

## **11.2 Safety Standards and Rules**

The safety standards and rules for the Watertown Transfer Station must be followed at all times by all employees of CRRA and the Transfer Station Operator. Failure to follow the safety standards and rules could result in disciplinary action against the offender up to and including immediate termination. Employees are urged to report to their supervisor any unsafe condition so that immediate attention can be given and corrective action can be taken.

### **11.2.1 General Safety Standards for Employees**

The following are the general Transfer Station safety standards and rules that apply to all CRRA and Transfer Station Operator employees:

- (a) Employees must report all injuries, no matter how slight, to a supervisor immediately and first aid should be sought immediately;
- (b) Employees must report any unsafe condition or practice to a supervisor;
- (c) Employees must keep all aisles, passageways and stairways clear of all obstructions, keep their work areas clean and orderly and perform all work in an orderly manner;
- (d) Employees must walk (not run) while in the Transfer Station or on Transfer Station property;
- (e) Drivers of motor vehicles must stop and sound the horn where vision is obstructed and sound the horn when backing up;
- (f) Employees must work within prescribed weight limitations when lifting or pushing;
- (g) Employees must not wear ties, loose clothing, rings, bracelets, watches, necklaces or other items which are hazardous around machinery;

- (h) Employees must not block access to fire extinguishers or hoses with equipment or materials;
- (i) Employees must not interfere with fire fighting operations;
- (j) All combustible, flammable materials or liquids must be stored in approved safety areas;
- (k) Employees must use assigned tools and follow prescribed methods for each job;
- (l) Employees must not use defective tools or equipment of any kind;
- (m) Employees must not operate equipment and machinery unless all guards are in place and the equipment and machinery is cleared of objects and people;
- (n) Employees must never clean, oil or adjust any equipment or machinery while it is in motion, unless it is so designed; and
- (o) Employees must observe all “danger,” “safety” and “no smoking” signs.

#### 11.2.2 Basic Transfer Station Rules and Regulations

The following are prohibited in the Watertown Transfer Station:

- (a) Endangering the safety and health of other employees or threatening, intimidating or striking another employee;
- (b) Engaging in sabotage, espionage or restricting production;
- (c) Damage to or theft of Transfer Station property or that of another employee;
- (d) The operation of any equipment or machinery except by an authorized employee;
- (e) Bringing weapons into the Transfer Station;
- (f) The use, possession, promotion, purchase, transfer, sale, distribution or manufacture of unauthorized or illegal drugs or the misuse of any legal drugs, alcohol, or other chemical substances or any combination thereof, on Transfer Station premises;
- (g) Insubordination;
- (h) Sexual harassment;

- (i) Failure to wear prescribed personal protective equipment;
- (j) Smoking inside the Transfer Station or scalehouse;
- (k) Gambling or promoting gambling;
- (l) Violation of any criminal law; and
- (m) Failure to adhere to Transfer Station policies.

### **11.3 Safety Procedures And Responsibilities**

The Transfer Station Operator's management (Operations Manager and Transfer Stations Operations Manager) have primary responsibility for ensuring that the Transfer Station's safety program is effectively implemented and strictly adhered to.

### **11.4 Safety Training**

All requisite Transfer Station Operator employees must complete the following training:

- (a) Fleet maintenance;
- (b) Disaster recovery plan;
- (c) Sling inspection;
- (d) Lockout/tagout;
- (e) Respiratory program; and
- (f) Hazard communication program.

### **11.5 Personal Protective Equipment (PPE)**

Persons who must work where hazards cannot be eliminated or controlled at the source and where ordinary work clothes do not afford sufficient protection must use appropriate PPE.

An employee is responsible for all maintenance and upkeep of any form of PPE. If an article of PPE becomes damaged, it should be immediately reported to the employee's supervisor.

**EXHIBIT A**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**MID-CONNECTICUT PROJECT**

**PERMITTING, DISPOSAL AND BILLING  
PROCEDURES**





**MID-CONNECTICUT PROJECT**

**PERMITTING, DISPOSAL AND BILLING**  
**PROCEDURES**

**Effective March 1, 2007**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY MID-CONNECTICUT PROJECT PERMITTING, DISPOSAL AND BILLING PROCEDURES

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## 1. GENERAL

### 1.1 Definitions

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

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

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

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

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

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

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



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

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

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

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

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

## 1.2 Preamble

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

## 1.3 General Principles of Interpretation

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

## 2. PERMITTING

### 2.1 Permit Application

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

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

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

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

## **2.2 Submission of Permit Application**

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

## **2.3 Guaranty of Payment**

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

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

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

## **2.4 Issuance and Renewal of Permit**

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

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

## 2.5 Tare Weights

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

## 2.6 Miscellaneous

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

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

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

## **2.7 Municipal Permits.**

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

## **3. INSURANCE**

### **3.1 Insurance**

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

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

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

### **3.2 Indemnification**

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

## **4. OPERATING AND DISPOSAL PROCEDURES**

### **4.1 Delivery of Acceptable Solid Waste**

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



## **4.2 Delivery of Acceptable Recyclables**

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

## **4.3 Access to the Facility**

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

## **4.4 Access to the Recycling Facility**

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

## **4.5 Temporary Emergency Access to the Facilities**

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

## **4.6 Hours for Delivery**

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

## 4.7 Disposal Procedures

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

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

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

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

#### **4.8 Weight Tickets**

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

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

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

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

## **5. BILLING**

### **5.1 Payment of Invoices**

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

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

## 5.2 Liability for Payment of Invoices

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

## 5.3 Past Due Invoices

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

## 5.4 Miscellaneous

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

## 5.5 Return Check Policy.

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

## 5.6 Disputes on Billing

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

## 6. SANCTIONS

### 6.1 Sanctions

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

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

## 6.2 Appeal Process

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

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

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



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

## **7. LEGAL**

### **7.1 Consistent with Municipal Solid Waste Management Services Contract**

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

### **7.2 Governing Law**

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

## APPENDIX A

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

#### 1. LOCATION

##### **Mid-CT Offices**

211 Murphy Road,  
Hartford, Connecticut 06114

##### **Paper Processing Facility**

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

##### **Container Processing Facility**

FCR, Inc.  
211 Murphy Road  
Hartford, Connecticut

#### 2. HOURS OF OPERATION

##### **RRC**

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

##### **Transfer Stations**

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

##### ***Please note:***

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

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

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

### 3. HOLIDAYS

Mid-Connecticut Facilities are closed on the following holidays:

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

### 4. DELIVERY POLICY

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

#### Paper Processing Facility:

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

#### Container Processing Facility:

Commingled food and beverage containers including:

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

#### 4.1 Acceptable Materials

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4.2 Materials Not Accepted

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

#### 5. DELIVERY RULES AND REGULATIONS

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

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

## **6. LOAD REJECTION POLICY**

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

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

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

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

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

**Loads will be considered contaminated if:**

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

**Loads will be considered unprocessable if:**

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

**7. VEHICLE STANDARDS**

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

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

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

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



## **Attachment “A”**

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

### **SITE ACCESS**

#### **Vehicles originating from I-91 southbound:**

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

#### **Vehicles originating from I-91 northbound:**

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

### **SITE EGRESS**

#### **Vehicles heading to I-91 southbound:**

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

#### **Vehicles heading to I-91 northbound:**

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

## APPENDIX B

### Policy Guidelines for Accepting Residue from Recycling Facilities

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

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

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

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

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

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

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

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

**APPENDIX C**

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

Notes:

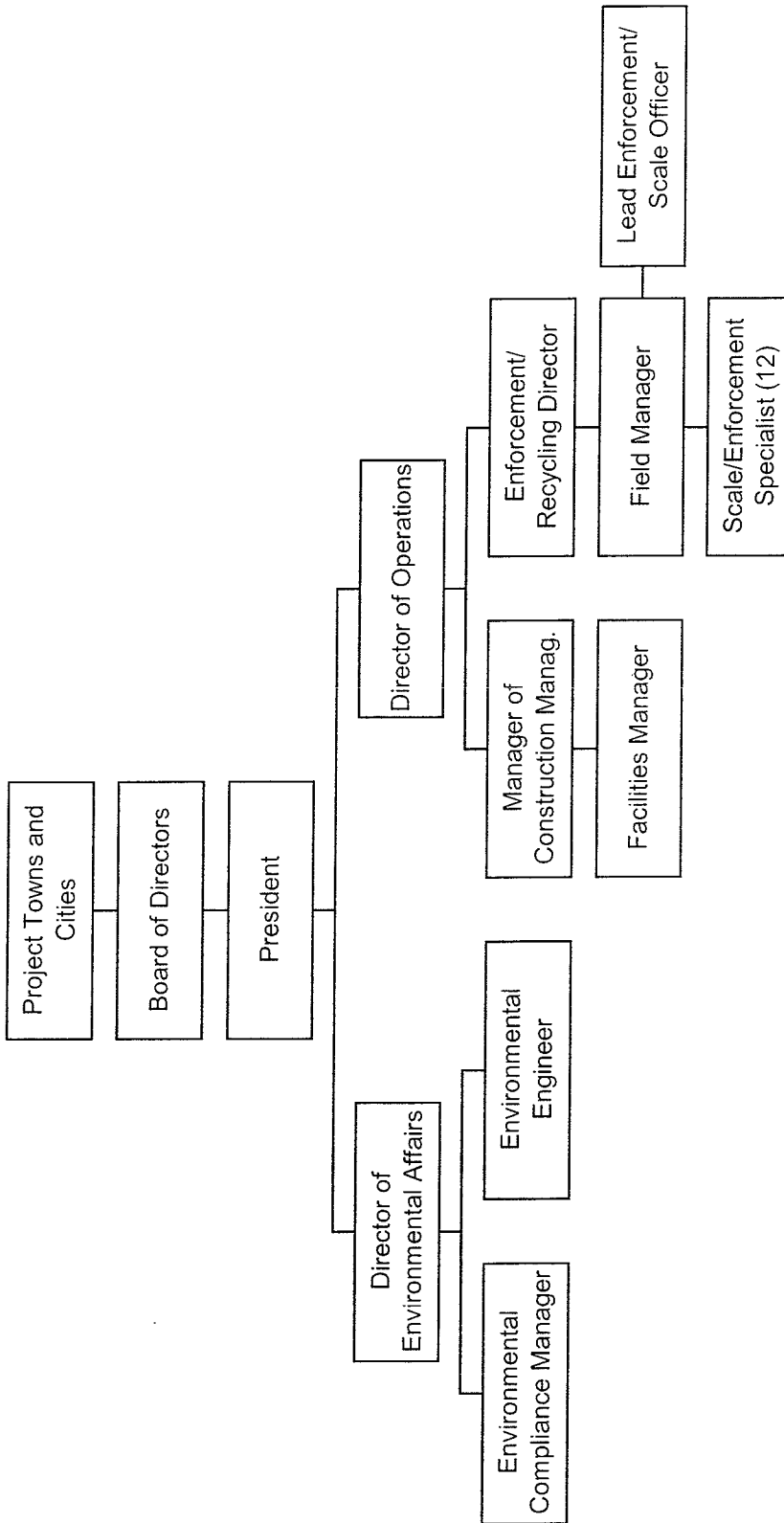
1. First, all Violations are done **By Location**.
2. Second, Violations are done **By Type**.
3. The above list does not include a complete list of violations. It is meant to illustrate the types of offenses that may constitute a violation.
4. Disposal privileges may be denied or suspended for serious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

**EXHIBIT B**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**TABLE OF ORGANIZATION**

CONNECTICUT RESOURCES RECOVERY AUTHORITY  
TABLE OF ORGANIZATION



**EXHIBIT C**

**CRRA PERSONNEL  
DUTIES AND RESPONSIBILITIES**

## **CRRA PERSONNEL DUTIES AND RESPONSIBILITIES**

### **Field Manager**

- Manage the activities of the scale/enforcement specialists;
- Ensure that at least one scale/enforcement specialist is at the Transfer Station at any time that it is in operation to perform scale weighing activities.

### **Lead Enforcement/Scale Officer**

- Assist the Field Manager in performing his/her duties and responsibilities.

### **Scale/Enforcement Specialists**

- Perform scale weighing of all CRRA permitted waste and recyclable haulers accessing the Transfer Station and all other CRRA Mid-Connecticut Project facilities;
- Monitor and report on the daily activities of the CRRA contracted operator of the Transfer Station, to insure that the operator is following through with contractual requirements;
- Perform routine checks of incoming waste and recyclables at the Transfer Station and all other CRRA Mid-Connecticut Project facilities to ensure that all waste meets CRRA regulations and is delivered under a valid customer agreement; turn back vehicles and/or waste materials not meeting CRRA regulations;
- Periodically check origins of waste by surveillance of vehicles and examination of waste; and take appropriate action, including reporting all violations to CRRA management;
- Gather evidence of violations and prepares reports for CRRA management; and
- Maintain records of any hauler violations and vehicle tare weights and make recommendations regarding the restriction of repeat violators.

### **Environmental Compliance Manager**

- Prepare and submit to CTDEP quarterly tonnage reports; and
- Prepare and submit to CTDEP stormwater monitoring reports.

### **Environmental Engineer**

- Manage septic and tipping floor wash-down tank pumping and cleaning program; and
- Manage stormwater compliance program.

### **Facilities Manager**

- Manage the upkeep and maintenance of the scale and scalehouse.

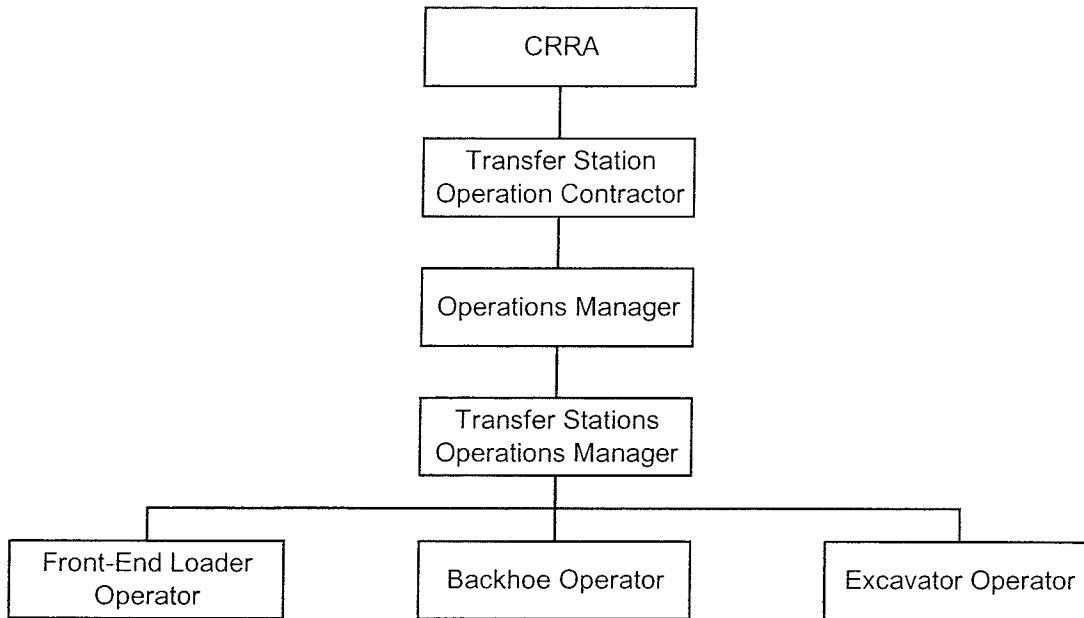
**EXHIBIT D**

**TRANSFER STATION OPERATOR**

**TABLE OF ORGANIZATION**



## TRANSFER STATION OPERATOR TABLE OF ORGANIZATION



**EXHIBIT E**

**TRANSFER STATION OPERATOR PERSONNEL**

**DUTIES AND RESPONSIBILITIES**

## **TRANSFER STATION OPERATOR PERSONNEL DUTIES AND RESPONSIBILITIES**

### **Operations Manager**

- Directly responsible for operation and maintenance of all facilities for which the Transfer Station Operator has responsibility including overseeing facility operation and maintenance staff, personnel safety and scheduling of outgoing shipments;
- Reporting obsolescence of equipment and facilities and submitting recommendations regarding replacements or improvements;
- Reviewing and reporting on facility and equipment condition with regard to current governmental requirements;
- Ensuring that facility properties are in good repair and appearance;
- Directing the proper utilization of all facilities equipment and facilities;
- Reporting periodically to CRRA management on the current status of the facilities and making recommendations on ways to improve efficiency, effectiveness and quality; and
- Ensuring that safety standards are followed.

### **Transfer Stations Operations Manager**

- Directly responsible for operation and maintenance of all transfer stations for which the Transfer Station Operator has responsibility including overseeing facility operation and maintenance staff, personnel safety and scheduling of outgoing shipments;
- Reporting obsolescence of transfer station equipment and facilities and submitting recommendations regarding replacements or improvements;
- Reviewing and reporting on transfer station facility and equipment condition with regard to current governmental requirements;
- Ensuring that transfer station facility property is in good repair and appearance;
- Directing the proper utilization of all transfer station equipment and facilities;
- Reporting periodically to the Operations Manager on the current status of the transfer stations and making recommendations on ways to improve efficiency, effectiveness and quality;
- Supervising the implementation of transfer station quality standards;
- Organizing and maintaining transfer station operation;
- Ensuring that the preventive maintenance schedule is followed;
- Training/arranging for training of new employees;
- Recommending employees for further training;
- Enforcing safety rules and regulations; and

- Ensuring that the transfer stations are kept clean and neat.

### **Front-End Loader Operator**

- Operating the Front-End Loader in accordance with the Operations and Maintenance Manual;
- Inspecting material discharged onto the MSW tipping floor to identify any unacceptable wastes and segregating any that are found from other materials;
- Removing all propane tanks in material discharged onto the MSW tipping floor;
- Sorting material discharged onto the MSW tipping floor to identify non-processible waste if, based on operational considerations, non-processibles are being separated at the Transfer Station;
- Reporting any unacceptable wastes to the Transfer Stations Operations Manager and the CRRA Scale/Enforcement Specialist;
- Regular cleaning of the Front-End Loader;
- Loading material from the tipping floor into transfer trailers;
- Moving non-processibles from the MSW tipping floor to the appropriate storage containers if, based on operational considerations, non-processibles are being separated at the Transfer Station;
- Checking Front-End Loader oils and other fluids daily;
- Working with other operators to help maintain safety practices;
- Assist in keeping the Transfer Station and the property clean and litter free; and
- Repairing problems or, if that is not possible, reporting them immediately to the Transfer Stations Operations Manager.

### **Backhoe Operator**

- Operating the Backhoe in accordance with the Operations and Maintenance Manual;
- Directing recyclables delivery vehicles as to which load-out bay to use;
- Inspecting material discharged into the recyclables load-out bays;
- Reporting any unacceptable wastes to the Transfer Stations Operations Manager and the CRRA Scale/Enforcement Specialist;
- Regular cleaning of the Backhoe;
- Cleaning up any recyclables that fall onto the Recyclables Maneuvering Area;
- Checking Backhoe oils and other fluids daily;
- Working with other operators to help maintain safety practices;
- Assist in keeping the Transfer Station and the property clean and litter free; and

- Repairing problems or, if that is not possible, reporting them immediately to the Transfer Stations Operations Manager.

**EXHIBIT F**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**MANUAL WEIGHT DETERMINATION  
FOR BILLING PURPOSES**

## MANUAL WEIGHT DETERMINATION FOR BILLING PURPOSES

The following procedure is to be utilized during those periods that the weighing scale and/or the scale computer is not available and computerized tickets cannot be issued at the time of transaction.

1. CRRA and/or its contractor shall keep historical hauling load records for each vehicle or containers which has been permitted by CRRA for disposal at Mid-Connecticut Project facilities. Historical load records shall include all vehicle or container transactions.
2. Historical load records shall be recorded as two (2) averages:
  - (a) The average load weight (xx.xx Tons) of waste material hauled by each vehicle or container over its disposal history while permitted by CRRA.
  - (b) The average load weight (xx.xx Tons) of waste material hauled by each vehicle or container during the previous calendar month.
3. During those periods that the weighing scale or computer system is not available, the greater of the two historical load records (1.a & 1.b.), for that vehicle or container shall be used to determine the estimate load weight for billing and all other contractual requirements between CRRA and the permittee.
4. Historical load records shall be computed monthly. The previous calendar month's records shall become effective on the fifteenth (15) day of the present calendar month and stay in effect through the fourteenth (14) day of the next calendar month.
5. For those vehicles or containers that have not established a historical record, CRRA shall predetermine estimated load weights to be used until actual load records can be established. A minimum of ten (10) transactions with CRRA by that specific vehicle or container shall constitute an acceptable and approved historical record. Historical records shall become effective as outlined in Section 3. All transactions of this type, prior to the effective date outlined in Section 3, shall be based on CRRA's predetermined estimated load weight. Predetermined estimated load weights shall be periodically reviewed by CRRA. CRRA shall determine if future predetermined estimated load weights should be adjusted. Transactions, prior to the implementation of an adjustment, shall not be effected by any adjustments to the predetermined estimated load weights.
6. Each weighing transaction, requiring the use of historical load records, shall be documented on an alternate transaction weight ticket. This ticket shall be completed by an authorized weight recorder and shall be signed by both the recorder and the deliverer of the waste load.

The information to be recorded on the transaction weight ticket shall be as follows:

- Name of the Permit holder;
- Permit number;
- Vehicle number;
- Container number;
- Time;
- Date;
- Material Type;
- Origin;
- Signature of Driver; and
- Signature of Recorder.



## **General Permit Registration for the Discharge of Stormwater Associated with Industrial Activity, effective October 1, 2011**

The following table displays registrations submitted to obtain permit coverage. The table is sorted alphabetically by Site Town first, and then by Site Name.

### **Status is defined as follows:**

Received – Registration received by DEEP  
Sufficiency– DEEP reviewing registration for completeness  
Insufficiency – Registrant must provide additional information  
Technical Review – DEEP conducting technical review of registration  
Final Decision – Registration deemed sufficient; awaiting completion of 60 day (for registrations with electronic plan) or 90 day (for registrations with non-electronic plan) authorization and/or public participation periods  
Issued – Activity is authorized by this general permit  
Rejected – Registration did not satisfy registration requirements  
Withdrawn – Registration withdrawn by applicant  
Disapproved – Registration not eligible for general permit/ may require individual permit authorization

### **Document permit coverage:**

*Note that DEEP will no longer automatically mail Certificates of Registration. This table will serve to document permit coverage, upon issuance, for the entire term of this permit.*

### **Request a Document:**

If you are requesting to review a Registration or Pollution Prevention Plan or if you are commenting on a plan, please send your request or comments to the e-mail address below and indicate the Application Number and Site Name in your correspondence.

Pollution Prevention Plan column notes are defined as:

Open for Plan Request: For plans not available electronically, within 15 days of the initial registration posting date, members of the public can request a copy of plan. Requestors have 30 days from receipt of the plan to submit comments to DEEP.

Open for Comment: For plans available electronically, within 45 days of the initial electronic plan posting date, members of the public may submit comments on the plan to DEEP.

Review and/or Comment Period Closed: For plans not available electronically, the registration has been posted for more than 15 days and plans can no longer be requested for review. For plans available electronically, the registration and Plan URL have been posted for more than 45 days and DEEP is no longer accepting comments.

### **Give us your feedback:**

If you have comments on this posting page, send them to us via the email address below.

E-mail DEEP Stormwater at: [deep.stormwaterstaff@ct.gov](mailto:deep.stormwaterstaff@ct.gov)

**CT DEEP Industrial Stormwater Registration Status**  
**Permit coverage expires 9/30/2016 - Status (Updated Daily)****Report Includes all Registrations  
received by 10/24/2012**

Site Town	Site Name & Street Address	Client Name	Application #	Received Date	Status	Pollution Prevention Plan	Registration Posting Date	Request or Comment Period End Date	Permit Number	Authorization Date
WATERTOWN	Name: GLOBAL STEERING SYSTEMS, LLC Address: 156 PARK RD	GLOBAL STEERING SYSTEMS, LLC	201103152	05/03/2011	Issued	Review and/or Comment Period Closed	5/10/2011	5/25/2011	GS1002203	10/1/2011
WATERTOWN	Name: PHILSON, INC. Address: 1465 MAIN ST	PHILSON, INC.	201104370	05/31/2011	Issued	Review and/or Comment Period Closed	6/7/2011	6/22/2011	GS1001226	10/1/2011
WATERTOWN	Name: PPG INDUSTRIES Address: 856 ECHO LAKE ROAD	PPG ARCHITECTURAL FINISHES INC	201104930	06/01/2011	Issued	Review and/or Comment Period Closed	6/8/2011	6/23/2011	GS1000962	10/1/2011
WATERTOWN	Name: TRUELOVE & MACLEAN, INC. Address: 57 CALLENDER RD	TRUELOVE & MACLEAN, INC.	201104346	05/31/2011	Issued	Review and/or Comment Period Closed	6/7/2011	6/22/2011	GS1001967	6/15/2011
WATERTOWN	Name: UNITED PARCEL SERVICE, INC. Address: 8 MOUNTAIN VIEW RD	UNITED PARCEL SERVICE, INC.	201104452	05/27/2011	Issued	Review and/or Comment Period Closed	6/3/2011	6/18/2011	GS1000240	10/1/2011
WATERTOWN	Name: WATERTOWN PUBLIC WORKS GARAGE Address: 91 BURTON ST	WATERTOWN, TOWN OF	201105669	06/07/2011	Issued	Review and/or Comment Period Closed	6/14/2011	6/29/2011	GS1001117	10/1/2011
WATERTOWN	Name: WATERTOWN TRANSFER STATION Address: ECHO LAKE ROAD	CONNECTICUT RESOURCES RECOVERY AUTHORITY,	201104636	06/01/2011	Issued	Review and/or Comment Period Closed	6/8/2011	6/23/2011	GS1000522	10/1/2011

**REQUEST FOR PROPOSALS  
FOR  
WASTE TRANSPORTATION AND TRANSFER STATION  
OPERATION AND MAINTENANCE SERVICES FOR  
CONNECTICUT SOLID WASTE SYSTEM**

**SECTION 4**

**NOTICE OF INTEREST FORM**



<b>NOTICE OF INTEREST FORM</b>
--------------------------------

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 Proposal 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:	<b>Waste Transportation And Transfer Station Operation And Maintenance Services</b>
RFP Number:	<b>13-OP-001</b>
Form Due Date:	<b>3:00 p.m., Wednesday November 14, 2012</b>

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:	
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:	<b>Roger Guzowski</b>
E-Mail Address:	<a href="mailto:rguzowski@crra.org">rguzowski@crra.org</a>
Fax Number:	<b>(860) 757-7742</b>
Correspondence Address:	<b>Connecticut Resources Recovery Authority 100 Constitution Plaza, 6<sup>th</sup> Floor Hartford, CT 06103</b>

**REQUEST FOR PROPOSALS  
FOR  
WASTE TRANSPORTATION AND TRANSFER STATION  
OPERATION AND MAINTENANCE SERVICES FOR  
CONNECTICUT SOLID WASTE SYSTEM**

**SECTION 5  
REQUIRED PROPOSAL FORMS**

**Includes:**

- 5.1 Proposal Form**
- 5.2 Contractor's Proposed Plan Form**
- 5.3 Price Form**
- 5.4 Disposal Facility Form**
- 5.5 Business Information Form**
- 5.6 Questionnaire Concerning Affirmative Action**
- 5.7 Affidavit Concerning Nondiscrimination**
- 5.8 Affidavit of Third Party Fees**
- 5.9 Background Questionnaire**
- 5.10 SEEC Form 11**
- 5.11 Business Exception Form**
- 5.12 Proposal Guarantee**



**PROPOSAL FORM**

**CONNECTICUT  
SOLID WASTE  
SYSTEM  
("CSWS"):**

Essex, Torrington, and Watertown Transfer Stations

**RFP NUMBER: 13-OP-001**

**CONTRACT FOR:** Waste Transportation and Transfer Station Operation and Maintenance Services

**RFB SUBMITTED TO:** Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722

**1. 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.

**2. TERMS AND CONDITIONS**

The undersigned (the "Proposer") accepts and agrees to all terms and conditions of the Request For Proposals, Instructions To Proposers, and any Addenda to any such documents.

**3. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS**

In submitting this Proposal, Proposer represents that:

- 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

- 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 Services;
- Proposer acknowledges that any tonnage estimates provided in the RFP Package Documents are good-faith estimates for planning purposes and that CRRA does not make any guarantee, expressed or implied regarding the MSW or recycling tonnage arriving at any of the transfer stations.
- Proposer has studied and carefully correlated Proposer’s knowledge and observations with the Contract Documents and such other related data;
- Proposer has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents;
- 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;
- Proposer is aware of the general nature of Services to be performed by CRRA and others that relates to the Services for which this Proposal is submitted; and
- The Contract Documents are generally sufficient to indicate and convey understanding by Proposer of all terms and conditions for performing, furnishing and completing the Services for which this Proposal is submitted.

**4. 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 conditions encountered during performance of any of the Services. More particularly, Proposer acknowledges that the

Request for Proposals contains information and estimates with regard to the amounts of Acceptable Waste and Acceptable Recyclables that are to be handled by the Contractor(s) selected pursuant to this procurement and that CRRA makes no warranty or representation that the estimated quantities of the foregoing waste, other materials and items accurately reflect the quantities of such waste, other materials or requirements of the CSWS Transfer Stations, or the services to be performed.

**5. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this Proposal, Proposer:

- 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 it Proposal is subject to disclosure if required by law or otherwise; and
- 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.

**6. 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 disqualification from this procurement process, to the best of its knowledge and belief:

- 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;
- Proposer has not directly or indirectly induced or solicited any other person, partnership or corporation to submit a false or sham Proposal; and
- Proposer has not sought by collusion to obtain for itself any advantage for the Services over any other Proposer for the Services or over CRRA.

**7. 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 disqualification from the procurement process 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 Package Documents except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.



## **8. 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:

- 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;
- Any agreement entered into for the Services (or any part thereof) described in the Contract Documents; and/or
- Any award or non-award of a contract for the Services (or any part thereof) pursuant to the Contract Documents.

## **9. 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 5.11 [SEEC Form 11] of the RFP Package Documents.

## **10. ATTACHMENTS**

The following documents are attached hereto and made a part of this Proposal, each completely filled out by the Proposer, and, where called for by the respective form, signed before a Notary Public or Commissioner of the Superior Court:

- Exhibit 1 to RFP - This Proposal Form, completed in its entirety and signed by the Proposer;
- Exhibit 2 – Contractor's Proposed Plan (for each Transfer Station for which they are submitting a proposal)
- Exhibit 3 - Price Form
- Exhibit 4 – Disposal Facility Form
- Exhibit 5 – Business Information Form
- Exhibit 6 – Questionnaire Concerning Affirmative Action
- Exhibit 7 - Affidavit Concerning Nondiscrimination

- Exhibit 8 – Affidavit of Third Party Fees
- Exhibit 9 – Background Questionnaire
- Exhibit 10 – Business Disclosure Form
- Exhibit 11 – SEEC Form 11
- Exhibit 12 – Business Exception Form
- Exhibit 13 – Proposal Guarantee.

**11. NOTICES**

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

Proposer Name:	
Proposer Contact:	
Title:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

**12. ADDITIONAL REPRESENTATION**

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

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 20 \_\_

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



**CONTRACTOR'S PROPOSED  
PLAN FOR TRANSFER  
STATION(S)**

Proposer (hereinafter referred to as "Contractor") shall utilize the form herein to detail their proposed plan for the Work related to the each of the Transfer Stations Proposer is bidding on.

**Contents**

2A - ESSEX TRANSFER STATION..... 1  
2B - TORRINGTON TRANSFER STATION..... 4  
2C - WATERTOWN TRANSFER STATION..... 6

**2A - ESSEX TRANSFER STATION**

**Contractor Staff**

Who in the Contractor's company will be responsible for implementation of the Services? Describe the relevant experience of the proposed staff.
Describe your staffing and management plan. Describe the relevant experience of the proposed staff.
Describe any special licenses or permits that Contractor's staff will need to operate the equipment that Contractor proposes utilizing to complete the work. Indicate whether Contractor will be utilizing existing staff or whether contractor is proposing to hire additional staff to operate the Transfer Station.

**Equipment**

Describe the type and number of tractors that will be provided by the Contractor to perform the Services related to the Essex Transfer Station. Are these loaders already owned by the Contractor? If not, and if additional equipment is required, is Contractor planning to purchase, rent, or lease such equipment? Please indicate if the tractor(s) will be utilized at other sites, including non CRRA sites. If tractors will be used at other sites, describe your plan to ensure tractors are available at the Essex transfer station as needed.
Describe the type and number of transfer trailers that Contractor plans to utilize to perform the services related to the Essex Transfer Station. Are these transfer trailers already owned by the

Contractor? If not, and if additional equipment is required, is Contractor planning to purchase, rent, or lease such equipment? Please indicate if the trailers(s) will be utilized at other sites, including non-CRRA sites. If trailers will be used at other sites, describe your plan to ensure trailers are available at the Essex transfer station as needed.
Describe the type and number of loaders that Contractor plans to utilize to perform the services related to the Essex Transfer Station. Are these loaders already owned by the Contractor? If not, and if additional equipment is required, is Contractor planning to purchase, rent, or lease such equipment?

**Equipment Repair and Spare Parts Inventory**

Describe Contractor's plan to repair any equipment when necessary. What is Contractor's plan to ensure that down time is minimized.
Is the Contractor planning to leave any spare parts on site? If so, how will those products be inventoried and secured?

**Contingency Plans**

Describe Proposer's contingency plan for providing additional trucks and trailers for the transportation of waste and recyclables during periods of high waste deliveries.
Work/Services To Be Provided

**Unacceptable waste**

Describe Contractor's plan for identifying and removing Unacceptable/Bulky/Non-processible Waste from the incoming waste stream. How will Contractor aggregate this unacceptable waste and deliver it to a properly permitted disposal site?
--

**Subcontractors**

Company Name	
--------------	--

Waste Transportation And Transfer Station Operation And Maintenance Services  
RFP Exhibit 2

Work/Services To Be Provided	
------------------------------	--

## 2B - TORRINGTON TRANSFER STATION

### Contractor Staff

Who in the Contractor's company will be responsible for implementation of the Services? Describe the relevant experience of the proposed staff.
Describe your staffing and management plan. Describe the relevant experience of the proposed staff.
Describe any special licenses or permits that Contractor's staff will need to operate the equipment that Contractor proposes utilizing to complete the work. Indicate whether Contractor will be utilizing existing staff or whether contractor is proposing to hire additional staff to operate the Transfer Station.

### Equipment

Describe the type and number of tractors that will be provided by the Contractor to perform the Services related to the Torrington Transfer Station. Are these loaders already owned by the Contractor? If not, and if additional equipment is required, is Contractor planning to purchase, rent, or lease such equipment? Please indicate if the tractor(s) will be utilized at other sites, including non CRRA sites. If tractors will be used at other sites, describe your plan to ensure tractors are available at the Torrington Transfer Station as needed.
Describe the type and number of transfer trailers that Contractor plans to utilize to perform the services related to the Torrington Transfer Station. Are these transfer trailers already owned by the Contractor? If not, and if additional equipment is required, is Contractor planning to purchase, rent, or lease such equipment? Please indicate if the trailers(s) will be utilized at other sites, including non-CRRA sites. If trailers will be used at other sites, describe your plan to ensure trailers are available at the Torrington Transfer Station as needed.
Describe the type and number of loaders that Contractor plans to utilize to perform the services related to the Torrington Transfer Station. Are these loaders already owned by the Contractor? If not, and if additional equipment is required, is Contractor planning to purchase, rent, or lease such equipment?

### Equipment Repair and Spare Parts Inventory

Describe Contractor's plan to repair any equipment when necessary. What is Contractor's plan to ensure that down time is minimized.
---

<p>Is the Contractor planning to leave any spare parts on site? If so, how will those products be inventoried and secured?</p>
--

**Contingency Plans**

<p>Describe Proposer's contingency plan for providing additional trucks and trailers for the transportation of waste and recyclables during periods of high waste deliveries.</p>
<p>Work/Services To Be Provided</p>

**Unacceptable waste**

<p>Describe Contractor's plan for identifying and removing Unacceptable/Bulky/Non-processible Waste from the incoming waste stream How will Contractor aggregate this unacceptable waste and deliver it to a properly permitted disposal site?</p>
--

**Subcontractors**

Company Name	
Work/Services To Be Provided	



## 2C - WATERTOWN TRANSFER STATION

### Contractor Staff

<p>Who in the Contractor's company will be responsible for implementation of the Services? Describe the relevant experience of the proposed staff.</p>
<p>Describe your staffing and management plan. Describe the relevant experience of the proposed staff.</p>
<p>Describe any special licenses or permits that Contractor's staff will need to operate the equipment that Contractor proposes utilizing to complete the work. Indicate whether Contractor will be utilizing existing staff or whether contractor is proposing to hire additional staff to operate the Transfer Station.</p>

### Equipment

<p>Describe the type and number of tractors that will be provided by the Contractor to perform the Services related to the Watertown Transfer Station. Are these loaders already owned by the Contractor? If not, and if additional equipment is required, is Contractor planning to purchase, rent, or lease such equipment? Please indicate if the tractor(s) will be utilized at other sites, including non CRRA sites. If tractors will be used at other sites, describe your plan to ensure tractors are available at the Watertown Transfer Station as needed.</p>
<p>Describe the type and number of transfer trailers that Contractor plans to utilize to perform the services related to the Watertown Transfer Station. Are these transfer trailers already owned by the Contractor? If not, and if additional equipment is required, is Contractor planning to purchase, rent, or lease such equipment? Please indicate if the trailers(s) will be utilized at other sites, including non-CRRA sites. If trailers will be used at other sites, describe your plan to ensure trailers are available at the Watertown Transfer Station as needed.</p>
<p>Describe the type and number of loaders that Contractor plans to utilize to perform the services related to the Watertown Transfer Station. Are these loaders already owned by the Contractor? If not, and if additional equipment is required, is Contractor planning to purchase, rent, or lease such equipment?</p>

### Equipment Repair and Spare Parts Inventory

<p>Describe Contractor's plan to repair any equipment when necessary. What is Contractor's plan to ensure that down time is minimized.</p>
--

<p>Is the Contractor planning to leave any spare parts on site? If so, how will those products be inventoried and secured?</p>
--

**Contingency Plans**

<p>Describe Proposer's contingency plan for providing additional trucks and trailers for the transportation of waste and recyclables during periods of high waste deliveries.</p>
<p>Work/Services To Be Provided</p>

**Unacceptable waste**

<p>Describe Contractor's plan for identifying and removing Unacceptable/Bulky/Non-processible Waste from the incoming waste stream. How will Contractor aggregate this unacceptable waste and deliver it to a properly permitted disposal site?</p>
---

**Subcontractors**

Company Name	
Work/Services To Be Provided	



**PRICING FORM**

Each firm that submits a Proposal must submit the information requested on the forms on the following pages. This pricing form is comprised of two parts:

1. Part 1 - Annual Fixed O&M Fee. Proposer may provide pricing for one, two or three of the transfer stations. Proposer may also provide an all-in price for the O&M of all three transfer stations (Full Control Services).
2. Part 2 - Per ton Transportation Fees for transporting Acceptable Waste and Acceptable Recyclables from the Essex, Torrington and Watertown Transfer Stations to the Facility and Recycling Facility, respectively, and a per ton transportation and disposal price for Non-processible/Bulky Waste/Unacceptable Waste disposed of at a Contractor Designated and CRRA approved bulky waste facility properly licensed and permitted to accept such materials.

**PART 1**

A. Annual Fixed O&M Fee

1. For the Services associated with the Designated Transfer Station, CRRA shall pay Contractor, in the manner provided in the Agreement, an Annual Fixed O&M Fee for the First Contract Year of:

\$ \_\_\_\_\_  
Essex Transfer Station First Contract Year, July 1, 2013 - June 30, 2014

\$ \_\_\_\_\_  
Torrington Transfer Station First Contract Year, July 1, 2013 - June 30, 2014

\$ \_\_\_\_\_  
Watertown Transfer Station First Contract Year, July 1, 2013 - June 30, 2014  
(assumes current operating hours listed in item 9 of Exhibit B of the Agreement – Section 7B of the RFP Package Documents)

\$ \_\_\_\_\_  
Full Control Services (all three transfer stations) First Contract Year, July 1, 2013 - June 30, 2014

2. **Pricing Option for ANNUAL O&M FEE for Extended Hours at the Watertown Transfer Station:** In the event that CRRA, at its sole discretion, modifies the operating hours at the Watertown Transfer Station such that it remains open Monday – Friday until 4:30pm, as opposed to the operating hours listed in item 9 of Exhibit B of the Agreement – Section 7B of the RFP Package Documents.), for the Services associated with the Designated Transfer Station, CRRA shall pay Contractor, in the manner provided in the Agreement, an Annual Fixed O&M Fee for the First Contract Year as follows:

\$  
\_\_\_\_\_  
Watertown Transfer Station First Contract Year, July 1, 2013 - June 30, 2014  
(*assumes extended hours*)

\$  
\_\_\_\_\_  
Full Control Services (all three transfer stations) First Contract Year, July 1,  
2013 - June 30, 2014 (*assumes Watertown extended hours*)

3. If CRRA exercises its option to extend this Agreement, each year of that extension the Annual Fixed O&M Fee set forth above shall be adjusted annually to reflect seventy-five percent (75%) of the annual change in the Consumer Price Index (“CPI”) for All Urban Consumers (Cross Classification of Region and Population Size Class, Northeast/Size Class C Index, All Items) (1982-84=100) as published by U.S. Department of Labor, Bureau of Labor Statistics.

**PART 2**

A. Acceptable Waste, Acceptable Recyclables, and Non-Processible/Bulky/Unacceptable Waste Transportation Fees

1. For the Services associated with transporting Acceptable Waste and Acceptable Recyclables from the Designated Transfer Station to the Mid-Connecticut Resource Recovery Facility and Regional Recycling Facility, CRRA shall pay Contractor, in the manner provided in the Agreement, a Transportation Fee for each ton transported adjusted annually as provided in section 2 and section 3 below. The Transportation Fee (“TF”) will be adjusted in two parts. The TF will be separated into a non-fuel based portion (“TF<sub>non-fuel</sub>”) and a diesel fuel based portion (“TF<sub>fuel</sub>”) based on the following formula:

$$\begin{aligned}TF_{\text{non-fuel}} &= 0.85 \times TF_{\text{orig}} \\TF_{\text{basefuel}} &= 0.15 \times TF_{\text{orig}}\end{aligned}$$

where TF<sub>orig</sub> is the Transportation Fee in effect on July 1, 2013.

2. The TF<sub>non-fuel</sub> portion set forth in Subsection 1 shall be adjusted annually to reflect seventy-five percent (75%) of the annual change in the Consumer Price Index (“CPI”) for All Urban Consumers (Cross Classification of Region and Population Size Class, Northeast/Size Class C Index, All Items) (1982-84 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

$$TF_{\text{non-fuel}} = TF_{\text{non-fuel } n-1} \times (1 + .75 \times ((CPI_n - CPI_{n-1})/CPI_{n-1}))$$

where TF<sub>non-fuel n-1</sub> is the TF<sub>non-fuel</sub> for the immediately preceding Contract Year; CPI<sub>n</sub> is, for any Operating Year, CPI for the month of June immediately preceding such Operating Year; and “CPI<sub>n-1</sub>” is, for any Operating Year, CPI for the month of June immediately preceding the Operating Year that immediately precedes such Operating Year.

3. The TF<sub>fuel</sub> portion set forth in Subsection 1 shall be adjusted semiannually (July 1<sup>st</sup> and January 1<sup>st</sup>) based on the following formula to reflect one hundred percent (100%) of the semiannual change in the Northeast Urban Automotive Diesel Fuel (Series ID Number APU010074717) as published monthly by the U.S. Department of Labor, Bureau of Labor Statistics from those in effect July 2013 (“Fuel Price”).

$$TF_{\text{fuel}} = TF_{\text{basefuel}} \times (FP_{\text{semi}}/FP_{\text{base}})$$

where FP<sub>semi</sub> is the Fuel Price for the respective July 1<sup>st</sup> or January 1<sup>st</sup>; FP<sub>base</sub> is the Fuel Price on July 1, 2013.

**TABLE 1 - TRANSPORTATION FEES - Operating Year 1, July 1, 2013 - June 30, 2014**

<b>FROM ESSEX/WASTE TYPE</b>	<b>TO</b>	<b>PER TON TRANSPORTATION FEE</b>
Acceptable Waste/Ton	Facility (36 Miles)	\$
Acceptable Recyclables/Ton	Recycling Facility (36 Miles)	\$
Rejected Non-Processible* Unacceptable Waste	T&D to Contractor Selected and CRRA approved disposal facility	\$

**TABLE 2 - TRANSPORTATION FEES - Operating Year 1, July 1, 2013 - June 30, 2014**

<b>FROM TORRINGTON/WASTE TYPE</b>	<b>TO</b>	<b>PER TON TRANSPORTATION FEE</b>
Acceptable Waste/Ton	Facility (32 Miles)	\$
Acceptable Recyclables/Ton	Recycling Facility (32 Miles)	\$
Rejected Non-Processible* Unacceptable Waste	T&D to Contractor Selected and CRRA approved disposal facility	\$

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\* Non-Processible or Unacceptable Waste rejected by CRRA scale/enforcement personnel and/or removed from the waste stream on the tip floor by Contractor and cannot be reloaded or returned to responsible hauler.

\* Non-Processible or Unacceptable Waste rejected by CRRA scale/enforcement personnel and/or removed from the waste stream on the tip floor by Contractor and cannot be reloaded or returned to responsible hauler.

***TABLE 3 - TRANSPORTATION FEES - Operating Year 1, July 1, 2013 - June 30, 2014***

<b>FROM WATERTOWN/WASTE TYPE</b>	<b>TO</b>	<b>PER TON TRANSPORTATION FEE</b>
Acceptable Waste/Ton	Facility (40 Miles)	\$
Acceptable Recyclables/Ton	Recycling Facility (40 Miles)	\$
Rejected Non-Processible• Unacceptable Waste	T&D to Contractor Selected and CRRA approved disposal facility	\$

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• Non-Processible or Unacceptable Waste rejected by CRRA scale/enforcement personnel and/or removed from the waste stream on the tip floor by Contractor and cannot be reloaded or returned to responsible hauler.



## **CONTRACTOR-SELECTED DISPOSAL FACILITY(IES) FORM**

Proposer, hereafter called "Contractor" shall list on the following pages all MSW disposal facilities that will be used for the disposal of Unacceptable Waste in the Contractor's performance of the Work should Contractor be awarded an Agreement for the Work. Contractor shall identify all disposal facilities (including landfill(s), transfer station(s), waste-to-energy facilities, etc.) it will use in the performance of the Work.

In addition to filling out the Form, for each facility Contractor shall provide the following:

- (a) A copy of the valid solid waste operating permit;
- (b) A copy of the insurance certificate for the Pollution Legal Liability Insurance carried by the facility;
- (c) For a landfill, proof of the funding mechanism used to guarantee closure and post-closure; and
- (d) A summary of the compliance history of the facility (NOVs, consent orders) for the past five years.

NOTE: If desired, Contractor may propose more disposal facilities than provided for in this Form. In such a case, Contractor should duplicate Page 2 of this Form, complete it for the additional disposal facility(ies) and attach the duplicated Page to this Form.



**Disposal Facility 1**

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

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

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



**BUSINESS INFORMATION AND REFERENCES FORM**

Proposer (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):					
If Entity is a partnership or joint venture, in the box below, list the names of the partners or co-venturers, and indicate whether the partnership is a general partnership or limited partnership.					

<p>If Contractor is a corporation, please detail the total number of shares (if there are different classes of shares, please designate the different classes and number of shares in each class), and list the name any shareholder who controls more than 10% of the shares.</p>	
<p>Brief History of the Entity:</p>	
<p>Overview of Entity's Principal Lines of Work:</p>	

In space below, provide the names of three (3) references for whom the Contractor has provided similar work of similar scale and complexity to that detailed in this RFP who can attest to the quality of work performed by the Contractor.

For each reference, provide a brief description of the project and work performed by the Contractor along with full contact information for each reference.

**2. REFERENCE 1**

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

**3. REFERENCE 2**

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

**4. REFERENCE 3**

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

In the table below, disclose any services similar to the Services that are the subject of this solicitation that the Contractor has provided to any of the following major CRRA current and former contractors. Place a check in the box for any such contractor for which the Contractor has provided the services. If the Contractor has provided any such services, provide a summary description of the services provided.

Having provided the services similar to the Services that are the subject of this solicitation to one or more of the contractors listed below does not disqualify a Contractor from consideration under this solicitation.

[Attach Additional Pages If Necessary]

Entity	Summary Description of Services Provided
<input type="checkbox"/> Covanta	
<input type="checkbox"/> Copes Rubbish Service	
<input type="checkbox"/> CWPM, LLC	

Waste Transportation And Transfer Station Operation And Maintenance Services  
RFP Exhibit 5

<input type="checkbox"/> The Metropolitan District	
<input type="checkbox"/> NAES Corporation	
<input type="checkbox"/> Wheelabrator (Waste Management)	
<input type="checkbox"/> ReCommunity/ FCR, LLC	



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

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

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

**LIST OF ACRONYMS**

- RCSA – Regulations of Connecticut State Agencies
- CHRO – State of Connecticut Commission on Human Rights and Opportunities
- DAS – State of Connecticut Department of Administrative Services

**FOOTNOTES**

- <sup>1</sup> 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.
- <sup>2</sup> 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 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 "WASTE TRANSPORTATION AND TRANSFER STATION OPERATION AND MAINTENANCE SERVICES" (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 OF THIRD PARTY FEES

This Affidavit 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"). The purpose of this Affidavit is to ascertain if the Contractor has made or promised any payment to a third party attributable to this Agreement. If no such payment has been made or promised, Contractor should write "None" in the first box in the table and execute this Affidavit. For purposes of the Affidavit, Contractor's subcontractors, if any, are not considered third parties.

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;
2. The Contractor seeks to enter into the "AGREEMENT FOR WASTE TRANSPORTATION AND TRANSFER STATION OPERATION AND MAINTENANCE SERVICES" (the "Agreement") with the Connecticut Resources Recovery Authority; and
3. All third party fees and agreements to pay third party fees attributable to the Agreement are as follows:

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

*(Attach additional copies of this page as necessary.)*

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

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

Signed: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

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



## ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES

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

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

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



## 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 <b>criminal</b> investigation?</p> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</li> </ul> <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 <b>civil</b> investigation<sup>1</sup>?</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 <b>criminal</b> 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"/>

<sup>1</sup> 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 <b>civil</b> investigation<sup>1</sup>?</p> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor.</li> </ul> <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> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</li> </ul> <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

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](http://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 shall identify any portion of the Work required or described in the RFP Package Documents, or any provision of the Agreement that Proposer desires to take exception to, including insurance, if any.

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

If Proposer 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, Proposer shall simply indicate below that Proposer “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 Proposer on only those items identified by Proposer 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.		

**PROPOSAL GUARANTY  
(Proposal Bond Form)**

**PROPOSER/PRINCIPAL** (Name and Address):

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

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**OWNER/OBLIGEE:** CONNECTICUT RESOURCES RECOVERY AUTHORITY  
100 CONSTITUTION PLAZA  
HARTFORD, CONNECTICUT 06103

**BID**

PROPOSAL DUE DATE: **December 6, 2012**

PROJECT: Waste Transportation and Transfer Station Operation and Maintenance Services of the Connecticut Resources Recovery Authority's Mid-Connecticut Project Transfer Stations as follows:

- Essex Transfer Station located on Town Dump Road (off of Route 154), Essex, Connecticut;
- Torrington Transfer Station located on Old Dump Road (off of South Main Street), Torrington, Connecticut; and
- Watertown Transfer Station located on Echo Lake Road (near exit 37 off of Route 8), Watertown, Connecticut.

**BOND**

BOND NUMBER: \_\_\_\_\_

DATE (*Not later than Bid Due Date*): \_\_\_\_\_

**[BOND SUM: \$25,000]**

**WHEREAS**, Principal has submitted a proposal for said Services in accordance with the Contract Documents and Principal and Surety intend to be held and firmly bound to the Obligee in the specified Bond Sum for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

**NOW THEREFORE**, if the said proposal bid by said Principal is accepted, and a contract is awarded to the Principal by the Obligee in accordance with the terms of such bid and Principal complies with all the other conditions of Obligee's Notice of Award, then this obligation shall become null and void, or in the event of the failure of the Principal to enter such contract and comply with all the other conditions of Obligee's Notice of Award, the Principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorneys' fees, and any other expense of recovery.

**IN WITNESS WHEREOF**, the Principal and Surety intending to be legally bound hereby do each cause this bid bond to be duly executed on its behalf by its authorized officer, agent or representative on this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Principal  
(Proposer's Name)

By \_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Authorized Surety Representative  
(Attach Power of Attorney)

**REQUEST FOR PROPOSALS  
FOR  
WASTE TRANSPORTATION AND TRANSFER STATION  
OPERATION AND MAINTENANCE SERVICES FOR  
CONNECTICUT SOLID WASTE SYSTEM**

**SECTION 6  
NOTICE OF AWARD**



## NOTICE OF AWARD

**TO:** [NAME OF SUCCESSFUL PROPOSER]  
[ADDRESS OF SUCCESSFUL PROPOSER]

**PROJECT:** General Fund

**RFP NUMBER:** FY13-OP-001

**CONTRACT:** Waste Transportation And Transfer Station Operation And Maintenance Services

The Connecticut Resources Recovery Authority (“CRRA”) has considered the Proposal submitted by you dated [DATE] in response to CRRA’s Notice To Firms And Individuals – Invitation To Propose for the above-referenced Work, which Work are more particularly described in the Agreement For Waste Transportation And Transfer Station Operation And Maintenance Services At The [*Insert Name of Awarded Transfer Station(s)*] (the “Work”).

You are hereby notified that your Proposal has been accepted for the Work at the [*Insert Name of Awarded Transfer Station(s)*].

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 For Waste Transportation And Transfer Station Operation And Maintenance Services At The [*Insert Name of Awarded Transfer Station(s)*]” and deliver such executed counterparts to CRRA. Such execution includes entering the requested information in the “Routine Notices” Section (Section 10.6.1, Page 32) of the Agreement, signing the Agreement (Page 43), printing the signer’s name under the signature line (Page 43) and printing the signer’s title following the word “Its” (Page 43);
- (b) Execute the attached Contractor’s Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance;
- (d) Deliver to CRRA a copy of your completed and up to date W-9 Request for Taxpayer Identification Number and Certification form; 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 (d) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Proposal 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, 6<sup>th</sup> Floor  
Hartford, CT 06103  
Attention: Roger Guzowski

Dated this [DAY] day of [MONTH], 2012.

Connecticut Resources Recovery Authority

By: \_\_\_\_\_

[NAME OF CRRA OFFICIAL]

Title: [TITLE OF CRRA OFFICIAL]

### ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

By:

Signature: \_\_\_\_\_

Name (print/type): \_\_\_\_\_

Title: \_\_\_\_\_



**REQUEST FOR PROPOSALS  
FOR  
WASTE TRANSPORTATION AND TRANSFER STATION  
OPERATION AND MAINTENANCE SERVICES FOR  
CONNECTICUT SOLID WASTE SYSTEM**

**SECTION 7  
FORM OF AGREEMENT AND EXHIBITS**

**(Form of) AGREEMENT FOR WASTE TRANSPORTATION  
AND TRANSFER STATION OPERATION AND MAINTENANCE  
SERVICES**

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- Exhibit A: Definitions
- Exhibit B: Scope of Work
- Exhibit C: Compensation Schedule
- Exhibit D: Equipment Plan
- Exhibit E: Performance Bond/Letter of Credit
- Exhibit F: Property Description (For each Transfer Station included in this Agreement)
- Exhibit G: Pre-Existing Condition Inspection Report
- Exhibit H: Emergency Notification Procedures
- Exhibit I: CRRRA's CSWS Permitting, Disposal and Billing Procedures
- Exhibit J: SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
- Exhibit K: Affidavit of Third Party Fees
- Exhibit L: Affidavit Concerning Nondiscrimination
- Exhibit M: CRRRA Permits
- Exhibit N: Contractor's Certification Concerning Gifts
- Exhibit O: CRRRA President's Certification Concerning Gifts

This **AGREEMENT FOR WASTE TRANSPORTATION AND TRANSFER STATION OPERATION AND MAINTENANCE SERVICES** (this "Agreement") is made as of this [\_\_\_\_] day of [\_\_\_\_], 2012 (the "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, and having a principal place of business at 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 ("CRRA") and [\_\_\_\_] (the "Contractor"), a [\_\_\_\_], having a principal place of business at [\_\_\_\_]. CRRA and the Contractor are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

## **PRELIMINARY STATEMENT**

CRRA is the owner or lessee of certain pieces or parcels of real property located throughout the State of Connecticut (collectively, the "Properties") upon which Properties CRRA owns and operates certain solid waste management and/or disposal facilities constituting a solid waste management system known as the Connecticut Solid Waste System (the "CSWS"). CRRA now desires to enter into this Agreement with Contractor in order to have Contractor assume the operation, management and maintenance of certain of CRRA's CSWS Transfer Stations, and perform transportation services of the Acceptable Solid Waste, Non-Processible Waste, and Acceptable Recyclables delivered to such CSWS Transfer Stations.

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

## **ARTICLE 1: GENERAL PROVISIONS**

### **1.1 Definitions.**

Capitalized terms used in this Agreement and not otherwise defined, shall have the meanings as set forth in **Exhibit A** of this Agreement.

### **1.2 Construction.**

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) The terms defined in this Agreement include the plural as well as the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words which 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 which are generally accepted as of the Effective Date;

(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 either 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 may be amended, modified or waived from time to time;

(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 or provisions of this Agreement;

(i) The Parties hereby stipulate that all liquidated damages required under this Agreement are reasonable and have been agreed upon and intended by the Parties because the damages expected are uncertain and difficult to prove in those instances of this Agreement where liquidated damages are specified;

(j) The Exhibits attached hereto are hereby incorporated into this Agreement and shall be deemed to be a part hereof;

(k) The words "include" and "including" shall be deemed to be followed by the words "without limitation"; and

(l) The Parties hereby acknowledge that the Parties and their counsel have reviewed this Agreement and hereby agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall NOT be employed in the interpretation of this Agreement, or any exhibits or amendments hereto.

### **1.3 Covenants and Representations.**

#### **1.3.1 Covenants and Representations of Contractor**

Contractor represents, warrants and covenants to CRRA that:

(a) Contractor is a corporation duly organized and validly existing in good standing in the jurisdiction of its incorporation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Contractor to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Contractor. Contractor has full power, authority and legal

right to enter into and perform its obligations hereunder, and the execution and delivery of this Agreement by Contractor, and the performance of all its obligations under this Agreement have been authorized by all required actions of Contractor, all as required by the charter, by-laws and Applicable Laws that regulate the conduct of Contractor's affairs. The execution and delivery of this Agreement by Contractor and the performance of all its obligations set forth herein do not conflict with and will not, with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of Contractor or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Contractor is a party or by which Contractor is bound. This Agreement has been duly executed and delivered by Contractor and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

(b) Contractor is not currently in breach of or in default under any Applicable Laws that would materially adversely affect Contractor's ability to perform hereunder, and Contractor has obtained all required Permits, approvals, and registrations necessary to perform its obligations hereunder.

(c) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority pending or, to the knowledge of Contractor, threatened against Contractor, from which an unfavorable decision, ruling or finding would materially adversely affect or enjoin the performance by Contractor of its obligations hereunder or the other transactions contemplated hereby, or that in any way would materially adversely affect the validity or enforceability of this Agreement, Contractor's financial condition, or any other agreement or instrument entered into by Contractor in connection with the transaction contemplated hereby.

(d) Contractor is capable of and shall diligently: (1) defend itself against any actions and causes of action pending (or threatened) against it that would, irrespective of the merits thereof, materially adversely affect the ability of Contractor to perform its obligations and observe its covenants and representations hereunder, and (2) prosecute any and all claims, which if waived or permitted to lapse, would materially adversely affect the ability of Contractor to perform its obligations and observe its covenants and representations hereunder; provided, however, that Contractor shall provide to CRRA notice of all such actions, causes of action and claims within seven (7) days of Contractor's receipt or filing thereof, as the case may be.

(e) Contractor represents that it has, by careful examination, satisfied itself as to the nature, scope, and location of the Services to be performed under this Agreement; the configuration of the Designated Transfer Station; the character, quality, and quantity of the materials to be encountered; the character, quality, and quantity of equipment, materials, and facilities needed preliminarily and throughout Contractor's performance of the Services; the general and local conditions; the availability of labor and materials; the

Applicable Laws relating to Contractor's performance of the Services under this Agreement; and other matters which may affect Contractor's performance of the Services under this Agreement. Having made such examinations essential to an understanding of the Services and the difficulties which may be encountered, Contractor represents that it has the necessary skill and expertise to perform the Services hereunder.

(f) At the Commencement Date, Contractor agrees to accept the condition of the Designated Transfer Station in its As Is, Where Is Condition, and Contractor agrees to perform the Services with the foregoing condition of the Designated Transfer Station. At the end of the Term, Contractor agrees to turn over the Designated Transfer Station to CRRA in the same condition in as of the Commencement Date, less reasonable wear and tear.

### 1.3.2 Covenants and Representations of CRRA

CRRA represents, warrants and covenants to Contractor that:

(a) CRRA is duly organized and validly existing in good standing under the laws of the State of Connecticut and is duly qualified and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.

(b) The execution, delivery and performance of this Agreement by CRRA (1) has been duly authorized by the governing body of CRRA, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to CRRA or any provisions of CRRA's charter, by-laws or resolutions.

(d) The execution and delivery of this Agreement by CRRA, and the performance of all its obligations set forth herein do not conflict with, and will not, with the passage of time or the giving of notice, constitute a breach of or an event of default under any charger, by-laws, or resolutions of CRRA, or any agreement, indenture, mortgage, trust, contract, permit, or instrument to which CRRA is a party or by which CRRA is bound. This Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of CRRA, enforceable against CRRA in accordance with its terms, except as enforcement hereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or limiting creditor's rights generally or by the application of general principles of equity concerning remedies.

(d) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority, pending or, to the knowledge of CRRA, threatened against CRRA, that in any way would materially adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by CRRA in connection with the transaction contemplated hereby.

## 1.4 Term of Agreement.

The term of this Agreement shall begin on the Effective Date and shall terminate on June 30, 2014 (the “Base Term”), unless otherwise terminated in accordance with the terms and conditions hereof. The performance of Services shall begin on the Commencement Date. At CRRA’s sole and absolute discretion, CRRA shall have four (4) separate and divisible options to extend the term of this Agreement for the following one year terms: (i) from July 1, 2014 through June 30, 2015; (ii) from July 1, 2015, through June 30, 2016; (iii) from July 1, 2016 through June 30, 2017; and (iv) from July 1, 2017 through June 30, 2018 (with each time period pursuant to (i), (ii), (iii) and (iv) being a “Renewal Term”). CRRA shall exercise any or all of the aforesaid options by written notice to the Contractor provided at least sixty (60) calendar days prior to the end of the Base Term (by May 1, 2014) or of the then-effective Renewal Term, as applicable. The failure by CRRA to exercise any of the aforesaid options shall render any remaining options null and void and without further effect. The Base Term, together with any Renewal Term(s), is the “Term” of this Agreement.

## ARTICLE 2: SCOPE OF SERVICES.

### 2.1 Contractor’s Performance of Services.

#### 2.1.1 Pre-Commencement Activities and Pre-Commencement Inspection.

The Contractor shall perform the activities (the “Pre-Commencement Activities”) described in this paragraph so as to enable it to timely commence performance of the Services as of the Commencement Date. The Pre-Commencement Activities shall consist of the following:

- (i) preparing an Operations and Maintenance Plan and Safety Manual in accordance with Section 4 of Exhibit B (the “Operations and Maintenance Plan and Safety Manual”); and
- (ii) preparing an equipment plan including a listing of the Contractor’s Rolling Stock and detailing the equipment and machinery deemed necessary by Contractor to perform the Services under this Agreement (the “Equipment Plan”), which, once finalized pursuant to the terms of this Agreement, shall be attached hereto as Exhibit E, and obtaining the items listed in the Equipment Plan that Contractor does not already own or otherwise control.

Within twenty (20) calendar days following the Effective Date, CRRA and the Contractor shall negotiate (i) a timeline for the completion of the Pre-Commencement Activities and (ii) a method for finalizing the Operations and Maintenance Plan and Safety Manual and the Equipment Plan which shall allow for CRRA to provide input and approval with respect to the same.



No later than thirty (30) calendar days prior to the Commencement Date, CRRA and Contractor shall perform a physical inspection of the Designated Transfer Station to identify pre-existing maintenance and/or repair activities, if any, that Contractor shall not be responsible for performing. Following the Designated Transfer Station physical inspection, items identified as pre-existing maintenance and/or repair activities, if any, shall be put in writing and incorporated into **Exhibit G** of this Agreement (the “Pre-Existing Condition Inspection Report”). Upon the completion by CRRA of the maintenance and/or repair activities identified in the Pre-Existing Condition Inspection Report, and without limiting the Services required to be performed under this Agreement, Contractor shall be responsible during the Term for any future maintenance and repair activities for the items listed in the Pre-Existing Condition Inspection Report.

### 2.1.2 Commencement, Duration and Nature of Services.

At the opening of business on the Commencement Date and continuing throughout the Term, Contractor shall perform the Services under this Agreement for the [\_\_\_\_\_] (individually or collectively, the “Designated Transfer Station”). Contractor shall be responsible for the following, with the descriptions in (i), (ii), and (iii) below collectively constituting the “Services”:

- (i) the care, custody, and control of the Designated Transfer Station and its real property as detailed in Section 1 of **Exhibit B**;
- (ii) transportation from the Designated Transfer Station of all Acceptable Solid Waste, Acceptable Recyclables, and Non-Processible Waste received and processed at the Designated Transfer Station to the Facility or an alternate disposal facility designated by CRRA; and
- (iii) the further responsibilities and services detailed in **Exhibit B** and hereby made a part hereof.

In its performance of the Services and in any activities reasonably related thereto, the Contractor shall have full risk of loss and damage to any and all equipment owned, leased, or otherwise controlled by the Contractor. In addition, if damage occurs to buildings, fixtures or any personal property constituting a part of the Designated Transfer Station, or to any Third Party’s property that cannot be assigned to CRRA or to any Third Party, then Contractor shall have full responsibility, financial and otherwise, for said unassigned damages. Contractor shall not use the Designated Transfer Station or any parts thereof for any purpose other than for its performances of the Services.

### 2.1.3 Labor, Materials and Equipment.

Upon the Commencement Date, Contractor shall furnish all labor, administrative services, the Equipment (and other materials, fuel, supplies, tools and parts), facilities and any other property necessary to perform the Services in accordance with this Agreement and shall be compensated therefore pursuant to the provisions in Section 3.1. Contractor shall provide all personnel necessary to properly perform the Services. All Contractor

personnel shall be properly trained, equipped with the requisite safety equipment and licensed to perform the assigned Services. All personnel used by Contractor shall be competent and skilled in the performance of the duties to which they are assigned and shall comply with all Applicable Laws and Permits and with all rules and regulations of the Designated Transfer Station.

Contractor must own and/or lease, maintain and insure the Equipment at its own expense. Contractor shall operate the items described therein, including the Contractor's Rolling Stock, entirely at the Contractor's own risk and CRRA shall not be responsible or liable for damage to the Equipment, whether on or off the Designated Transfer Station. Contractor agrees to purchase and maintain, at its sole expense, the necessary insurance for the Equipment pursuant to the sections of this Agreement which discuss insurance. Contractor shall be required to name CRRA as an additional insured on the applicable insurance required under the Agreement for all Contractor's Rolling Stock. Contractor shall be financially responsible for all maintenance costs of Contractor's Rolling Stock that Contractor obtains as required under this Section 2.1.3 in accordance with the standards and requirements of this Agreement. Contractor shall use the Contractor's Rolling Stock exclusively in furtherance of the Services.

Upon the Commencement Date, the Contractor shall assume full risk of loss and damage to the Equipment and Contractor's Rolling Stock Equipment. In addition, if damage occurs to buildings, fixtures, and Equipment, Contractor's Rolling Stock Equipment, any other Contractor equipment, or any third party's property that cannot be assigned to a particular party or actor, then Contractor shall assume the full responsibility, financial and otherwise, for said unassigned damages. Contractor shall not use the Designated Transfer Station or any parts thereof for any purpose other than for the performance of the Services under this Agreement.

#### **2.1.4 Standards for Performance of Services.**

Contractor shall perform and complete the Services hereunder in accordance with: (1) all instructions, guidance and directions provided by CRRA to Contractor, which may be provided whenever deemed necessary or desirable by CRRA; (2) the terms and conditions of this Agreement, including all exhibits and attachments hereto; (3) all the terms and conditions of the Procedures as amended from time to time by CRRA at CRRA's sole discretion; (4) its Operations and Maintenance Plan and Safety Manual; (5) good engineering practices and good industry standards applicable to Contractor and its performance of the Services hereunder; (6) the highest level of professionalism, courtesy, and customer service both in its performance of the Services and in its interaction with CRRA's customers hereunder, including minimizing any interference or interruption with CRRA customers; and (7) all Applicable Laws, including any successor or additional federal, state and local laws, rules or regulations that may be promulgated by any governmental authority having jurisdiction over the Properties, CRRA, or Services (the requirements of (1) through (7) being hereinafter referred to collectively as the "Standards"). Contractor shall perform the Services such that the Designated Transfer Station is operated and maintained, and a maximum amount of Acceptable Solid Waste is

transported, all in a manner that will maximize the economic benefit to CRRA and the services rendered by CRRA for and on behalf of CRRA's customers.

#### 2.1.5 Contractor Cooperation.

Contractor shall perform all the Services in cooperation with CRRA and all CRRA contractors and/or agents. Such cooperation shall include 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 or any other media regarding its performance of Services under this Agreement. Contractor shall direct all inquiries from the press or any other media to CRRA.

#### 2.1.6 Operation Problem or Shutdown During Services.

To the extent Contractor becomes aware of an Operation Problem or Shutdown during its performance of Services, the Contractor shall immediately advise CRRA by telephone, and immediately thereafter in writing, of such Operation Problem or Shutdown, its effect on Contractor's Services and its probable duration. The Contractor shall use best efforts to resume normal operations of the affected Designated Transfer Station as soon as possible. During an Operation Problem or Shutdown, Contractor shall accept and transport as much of the Acceptable Solid Waste delivered to the affected Designated Transfer Station as possible.

#### 2.1.7 Safety During Services.

Throughout its performance of Services, the Contractor shall adhere to its Operations and Maintenance Plan and Safety Manual. In addition to and concurrent with any measures detailed in such Operations and Maintenance Plan and Safety Manual, Contractor shall:

- (i) provide its equipment operators and personnel working at the Designated Transfer Station with all appropriate protective equipment, apparel, and training in accordance with Applicable Laws;
- (ii) comply with all applicable lock-out and tag-out programs;
- (iii) retain any equipment manufacturers' safety sheets and materials and provide training to appropriate personnel regarding the safe operation of the Equipment;
- (iv) initiate and maintain safety plans and procedures to fully conform with the applicable provisions of Applicable Laws to prevent injury to persons or damage to property on, about, or adjacent to the sites and shall incorporate all such safety precautions, plans, procedures, and programs in a written safety program manual for its workers and subcontractors;

- (v) take all necessary steps to erect and maintain safeguards for the protection of its workers and subcontractors and the public; and
- (vi) take all steps possible to monitor all work areas and keep them free of health or safety hazards as well as keep all Equipment, wherever located, in safe operating condition.

#### 2.1.8 Cooperation With Other CRRA Contractors During Services.

During Contractor's performance of the Services, the Contractor is required to cooperate with and interface with other CRRA contractors. Recognizing Contractor may be performing the Services for less than all the CSWS Transfer Stations, and therefore another contractor may be operating the remaining CSWS Transfer Stations simultaneously, Contractor acknowledges that it will work closely with CRRA and the other CRRA contractor(s), if applicable, to ensure the smooth operation of the CSWS Transfer Stations. Additionally, Contractor shall cooperate with any CRRA Diversion Contractors, which cooperation shall include to the parking of Contractor's vehicles at the direction of CRRA and the removal of any of Contractor's trailers from the Designated Transfer Station.

#### 2.1.9 Inspections and Enforcement.

All deliveries of Acceptable Solid Waste, Acceptable Recyclables, and Non-Processible Waste to the Designated Transfer Station must conform to the terms of the Procedures. Contractor agrees to operate the Designated Transfer Station in conformance with the Procedures. CRRA shall have the sole responsibility for enforcement activities at the Designated Transfer Station. Contractor shall cooperate with and assist CRRA in those enforcement activities. Contractor and CRRA shall inspect the Acceptable Solid Waste, Acceptable Recyclables, and Non-Processible Waste delivered to the Designated Transfer Station to determine compliance with the delivery standards contained in the Procedures.

Contractor shall use its best efforts to identify all Unacceptable Waste and Unacceptable Recyclables that are delivered to the Designated Transfer Station, and to prevent their entrance into the incoming waste stream. CRRA shall make the final determination on rejection of any loads of waste and recyclables. For Unacceptable Waste and/or Unacceptable Recyclables delivered to the Designated Transfer Station that are rejected by CRRA, the Contractor shall reload the rejected waste and/or Unacceptable Recyclables and have them removed from the Designated Transfer Station. CRRA shall issue a Notice of Violation ("NOV") to all Haulers that deliver Unacceptable Waste and/or recyclables to the Designated Transfer Station on CRRA forms. CRRA shall have the sole responsibility to enforce all provisions of the Municipal Service Agreements and Hauler Agreements and CRRA shall be able to exercise its enforcement powers against the municipalities and haulers at CRRA's sole and absolute discretion.

### 2.1.10 Exclusions from Services.

The following items shall be excluded from the Services:

- (i) Scale house telephones and telephone lines at the Designated Transfer Station;
- (ii) Operation of the incoming scale inclusive of the scale computer hardware and software,
- (iii) Quarterly inspections, testing, calibration and repairs of the scales as required (however, Contractor shall be responsible for cleaning of the incoming scale, including the power washing of the scale and understructure twice a year, scale pit cleaning and maintenance of the pit drainage system, hand shoveling of snow on and around the scale, keeping the scales from freezing, and replacement as needed of the rubber gasket (T-rubber stripping) to prevent intrusion of excessive amounts of debris in the scale pit. Contractor shall also be responsible for the maintenance, repair, and calibration of the load-out scale inside the Designated Transfer Station);
- (iv) Maintenance and repair of the camera surveillance system;
- (v) Maintenance and repair of the access security system;
- (vi) Roof repairs and replacement of the Designated Transfer Station (except for any repairs or replacement work of the roof necessitated from negligence of the Contractor);
- (vii) The pre-existing environmental contamination of the real property upon which the Designated Transfer Station is located, if any, excepting therefrom any environmental contamination caused by Contractor or its agents during its performance of Services;
- (viii) CTDEEP Permits and CTDEEP operating plans required for the operation of the Designated Transfer Station;
- (ix) Semi-annual storm water testing; and
- (x) Methane gas wells, methane gas monitors and groundwater monitoring wells.

However, the foregoing exclusions shall not be effective if caused by conduct of Contractor or its agents that constitutes negligence or misconduct, or an insurable event occurs that is covered by Contractor's insurance required pursuant to Article 5 of this Agreement.

## **2.2 CRRA's Rights and Obligations With Respect to Services.**

### **2.2.1 Direction of Services.**

CRRA may where it deems necessary or desirable 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.

### **2.2.2 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 Services 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 TS Compensation 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 attempt to mutually agree in writing on the amount of such adjustment(s) or increased or decreased compensation, provided that the values for the existing Services detailed in the TS Compensation, 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. If such disagreement is not resolved to the mutual satisfaction of CRRA and Contractor within ten (10) days after Contractor commences said work, the dispute will be resolved in accordance with and subject to Section 10.14 hereof.

### **2.2.3 Grant of Access.**

CRRA hereby grants to Contractor full access to the Designated Transfer Station site(s) for the purposes of effectuating the performance of the Services. CRRA's granting to Contractor of the foregoing full access is conditioned upon the following: (a) Contractor shall not interfere with any other operations being conducted on the Designated Transfer Station by CRRA and/or any other CRRA agent; and (b) 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 the foregoing conditions of access.

### **2.2.4 Inspection Rights.**

CRRA shall have the right at all times during Contractor's performance of Services to inspect and observe Contractor's performance of the Services hereunder. CRRA personnel may be stationed at the Designated Transfer Station at any time and shall have unobstructed access to the Designated Transfer Station at all times, and shall have

unrestricted access to any part of the Designated Transfer Station to examine any activities of the Contractor, the source(s) of Acceptable Solid Waste delivered to the Designated Transfer Station, the Equipment, property or facilities, and the operational and maintenance records which relate to the performance of the Services hereunder, without limitation. If, after any such inspection, CRRA is unsatisfied with Contractor's performance of any Services because they do not comply with the Standards, then Contractor shall, at the direction of CRRA, promptly render such performance in conformance with said Standards.

### 2.2.5 Right to Exclude Certain Individuals

Without limitation of the 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 operations at the Designated Transfer Station.

## 2.3 Licenses and Permits.

CRRA is and shall remain the permittee for those Permits designated in **Exhibit M** as (i) CTDEEP Permits; and (ii) Permits issued by any local Planning and Zoning Commission or its equivalent ("P&Z Permits"; the CTDEEP Permits and the P&Z Permits being collectively the "CRRA Permits"). Except for the CRRA Permits, all other Permits necessary for Contractor's performance of the Services, including certifications and licenses for Contractor's employees, shall be obtained and maintained by the Contractor.

CRRA shall be responsible for the renewal of all CRRA Permits required during the term of the Agreement. If any modification(s) to any CRRA Permit is deemed necessary by CRRA, then CRRA, and not Contractor, shall apply for any such foregoing modification(s). During its performance under this Agreement, Contractor shall make all information available to CRRA as needed to support the maintenance of, and reporting requirements under the CRRA Permits. CRRA, and not the Contractor, shall submit any reports required pursuant to the CRRA Permits, including all operational reporting information and annual operations reports.

If the Contractor believes a modification to any of the CRRA Permits is necessary for it to operate the Designated Transfer Station, Contractor shall submit its proposed modification to CRRA for CRRA's review. Thereafter, if CRRA concurs with the request, CRRA shall make any revisions to said request it deems necessary and submit said modification request to the CTDEEP or other relevant authority. CRRA shall be responsible for the costs associated with the foregoing CRRA-approved modifications of the CRRA Permits.

The Permits and other applicable licenses, and certifications for which the Contractor is solely responsible shall consist of: (i) all Permits except those designated as CRRA Permits on **Exhibit M**; and (ii) the Public Weighers License and waste facility operator certification prescribed in RCSA Section 22a-209-6. The revoking of any of the Contractor's Permits by the State, any local municipality or any other governmental body, shall not relieve the Contractor of its responsibility for performing the Services. The Contractor shall pay for

all costs associated with noncompliance of all Permits resulting from the Contractor's actions or inactions, including administrative fees, corrective actions, and attorneys' fees; provided, however, if such noncompliance is due directly to the fault of CRRA, CRRA shall be responsible for its share of such costs associated with said noncompliance. The Contractor shall provide copies to CRRA of all Permits, licenses, and certifications and renewals necessary for Contractor to perform the Services under this Agreement.

All vehicles and Equipment utilized by the Contractor in its performance of the Services shall be registered in accordance with the requirements of the State of Connecticut Department of Motor Vehicles and CRRA. Vehicles and Equipment shall be operated by personnel with valid State of Connecticut operator's permits and/or licenses as appropriate for the Equipment in use.

### **ARTICLE 3: COMPENSATION AND PAYMENT**

#### **3.1 Contractor's Compensation for Services.**

##### **3.1.1 Compensation.**

Upon the Commencement Date, Contractor's compensation under this Agreement shall consist of a fixed price for operation and maintenance for each Designated Transfer Station (the "Annual Fixed O&M Fee") and a per ton fee for each ton of waste transported from the Designated Transfer Station to a disposal facility designated by CRRA (the "Transportation Fees") as detailed in **Exhibit C** (together the "TS Compensation").

The applicable TS Compensation shall be payable as set forth in Section 3.1.2 below. Contractor's compensation for the Services under this Agreement shall not exceed the TS Compensation amounts set forth in **Exhibit C** and Contractor acknowledges and agrees that the foregoing TS Compensation, constitutes the full compensation to Contractor under this Agreement and includes all expenses and costs, including any and all costs for labor, administrative services, vehicles, Equipment, fuel, materials and the operation and maintenance of the Designated Transfer Station, and all vehicles and Equipment owned, leased, or otherwise controlled by Contractor, to be incurred by Contractor in performing and completing the Services. Under no circumstances shall CRRA pay to Contractor any other compensation whatsoever for performing and completing the Services hereunder.

##### **3.1.2 Payment Schedule.**

Contractor shall submit all requests for payment for Services in writing to CRRA at monthly intervals, together with all appropriate support documentation reasonably necessary for CRRA's evaluation of Contractor's foregoing invoices. All monthly requests for payment shall include the following:

- (a) the dates of the billing period;
- (b) the CRRA contract number;



- (c) the CRRA purchase order number;
- (d) for the operation and maintenance of the Designated Transfer Station 1/12<sup>th</sup> of the prevailing Annual Fixed O&M Fee; and
- (e) for the Transportation Fees, the number of tons of material hauled times the prevailing per ton contract rate, CRRA shall pay Contractor Transportation Fees owed using the following scale ticket weight data:
  - Acceptable Solid Waste delivered to the Facility shall be invoiced by Contractor using the inbound Facility scale ticket data;
  - Acceptable Solid Waste diverted to an alternative in-state disposal facility shall be invoiced by Contractor using the Designated Transfer Station scale ticket data;
  - Non-Processible/Bulky Waste shall be invoiced by Contractor using the Designated Transfer Station scale ticket data; and
  - Acceptable Recyclables shall be invoiced by Contractor using the Recycling Facility scale ticket data.

If CRRA determines in its sole discretion that the Services for which Contractor is requesting payment have been properly performed and completed in conformance with the Standards, then CRRA shall pay Contractor the requisite amount for such Services within thirty (30) days after CRRA's receipt of Contractor's written request.

If, however, CRRA determines that any of the Services for which Contractor has requested payment are not in conformance with the Standards, then CRRA may, in its sole discretion, do the following: (i) withhold payment on the disputed amount of the requested payment, and pay any undisputed amount of the requested payment; and/or (ii) set-off/reduce the value of Contractor's foregoing deficient Services from Contractor's requested TS Compensation for said deficient Services. However, Contractor shall, at its sole cost and expense, take all action necessary to promptly render such Services in conformance with the Standards without any extension of or addition to any time schedules for the remaining Services, and Contractor shall resubmit its invoice for said corrected Services in accordance herewith.

### 3.1.3 Accounting Obligations.

Contractor shall maintain books and accounts of the costs incurred by Contractor in performing the Services pursuant to this Agreement in accordance with generally accepted accounting principles and practices. During Contractor's normal business hours for the duration of this Agreement, CRRA shall have access to such books and accounts to the extent required to verify the costs incurred by Contractor under this Agreement. CRRA shall also have the right to audit the Contractor's books and accounts with respect to Contractor's performance under this Agreement. Contractor shall maintain the foregoing books and records for six years after the last day that Contractor completes its performance of the Services under this Agreement. This Section 3.1.3 shall survive the expiration or termination of this Agreement for six years after such expiration or termination.

## ARTICLE 4: [RESERVED]

## ARTICLE 5: INDEMNIFICATION

### 5.1 Contractor's Indemnification.

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 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 6.1 shall survive the termination or expiration of this Agreement.

Contractor shall be liable for, and indemnify CRRA for, any environmental contamination in or on the Designated Transfer Station Site caused by Contractor or its agents during its performance of the Services. [Recognizing that certain contractors may have performed Services for CRRA prior to this Agreement, CRRA will add to the final agreement a clause specifying that such contractors shall also be liable for any environmental contamination on the designated transfer station sites during periods on or after such contractors managed those designated sites.]

The existence of insurance shall in no way limit the scope of the Contractor's indemnification.

## ARTICLE 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.

- (a) If the Designated Transfer Station consists of one (1) of the CSWS Transfer Stations, then the following limits shall apply.
  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 \$1,000,000.
- (b) If the Designated Transfer Station consists of two (2) of the CSWS Transfer Stations, then the following limits shall apply.
  - 1. Commercial General Liability:
    - a. \$10,000,000 Each Occurrence for Bodily Injury & Property Damage
    - b. \$10,000,000 General Aggregate
    - c. \$10,000,000 Products & Completed Operations Aggregate
    - d. \$10,000,000 Personal & Advertising Injury
  - 2. Automobile Liability:
    - a. \$10,000,000 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 \$2,000,000.
- (c) If the Designated Transfer Station consists of three (3) of the CSWS Transfer Stations, then the following limits shall apply.
  - 1. Commercial General Liability:
    - a. \$15,000,000 Each Occurrence for Bodily Injury & Property Damage
    - b. \$15,000,000 General Aggregate
    - c. \$15,000,000 Products & Completed Operations Aggregate
    - d. \$15,000,000 Personal & Advertising Injury
  - 2. Automobile Liability:
    - a. \$15,000,000 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.
- 6. Contractors' Pollution Liability insurance with a limit of \$3,000,000.

### **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, 6<sup>th</sup> 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.

## **ARTICLE 7: EVENTS OF DEFAULT**

### **7.1 Remedies for Default.**

Either Party may terminate this Agreement for cause where there is an Event of Default on the part of the other Party. Absent an Event of Default, neither Party may terminate this Agreement except as otherwise specifically provided in this Agreement.

If CRRA declares an Event of Default by Contractor, CRRA may elect not to immediately terminate this Agreement but to collect damages and/or fines in accordance with this Agreement. The failure of CRRA to terminate this Agreement immediately upon the occurrence of an Event of Default shall not limit or restrict in any way the right of CRRA to terminate this Agreement at a later time as a result of such occurrence.

In the event that Contractor fails to perform any of its obligations hereunder, or if an Event of Default by Contractor occurs, CRRA shall have the right, but not the obligation, to cure such failure or Event of Default. Contractor shall fully reimburse CRRA for any and all costs and expenses incurred by CRRA in taking such curative action, including attorneys fees and court costs, within twenty (20) days after Contractor's receipt of an invoice from CRRA for such costs and expenses. In addition, CRRA shall have the right to make a claim against the applicable Bond if Contractor commits an Event of Default hereunder. CRRA shall also have the right to set-off any amounts that Contractor may owe to CRRA against any amounts CRRA may owe to Contractor hereunder.

All of the remedies provided to CRRA in this Agreement are in addition to all other rights or remedies which CRRA may be entitled to at law or in equity, and all the remedies hereunder shall be deemed cumulative and the election of one shall not be deemed a waiver or limitation of any other or further rights or remedies.

## **7.2 Events of Default by Contractor.**

Each of the following shall constitute an Event of Default on the part of the Contractor if said Event of Default(s) is not cured by Contractor within the applicable time period provided for in Section 7.3 herein:

- (a) Contractor commits an Act of Bankruptcy;
- (b) Contractor's breach of its covenants, representations or equipment warranties hereunder;
- (c) Failure of Contractor to accept and process at the Designated Transfer Station and/or transport from the Designated Transfer Station any amounts of Acceptable Solid Waste and Acceptable Recyclables to the disposal facility designated by CRRA if such foregoing failure (a) disrupts the operation of the Designated Transfer Station, (b) inconveniences customers of CRRA, and/or (c) results in odor complaints concerning the Designated Transfer Station;
- (d) Failure of Contractor to transport to the Facility any amounts of Non-Processible Waste and Bulky Waste separated from deliveries to, and residue generated by, the Designated Transfer Station;
- (e) Failure of Contractor to properly perform the Services accordance with the Standards;
- (f) Failure of Contractor to properly maintain all of the Contractor's Rolling Stock, property and vehicles in accordance with the Standards;
- (g) Contractor's use of any part of the Equipment, materials or other property for any purpose other than those expressly authorized in this Agreement, including Contractor's arranging for or allowing any waste material to be delivered to the

CSWS or Properties which are not specifically authorized in writing by CRRA in advance;

- (h) Contractor allowing or conducting any activity on any of the Properties or in the CSWS that is not expressly authorized by this Agreement;
- (i) Contractor's material failure to comply with any Applicable Laws;
- (j) Contractor's failure to cooperate fully in and to effect an orderly transfer of the Services and the operations therefore to a successor contractor or operator;
- (k) Contractor's failure to provide or maintain the Bond and/or insurance requirements required hereunder;
- (l) Contractor's disclosure of any information to a third party, including the press or other media, which is detrimental to or adversely affects the economic interests of CRRA or the CSWS, including disclosing vehicle taring schedules to any third party, and/or Contractor's violation of its obligation to maintain the confidentiality of CRRA's proprietary information as set forth in Section 10.19 herein;
- (m) The failure by Contractor to fulfill, substantially in accordance with this Agreement, any of Contractor's other obligations under this Agreement;
- (n) Conducting any activity prohibited by this Agreement;
- (o) Making a representation which is false in any material respect when made or when deemed to be repeated;
- (p) Failure to comply with provisions 9.20 and 9.22;
- (q) [intentionally left blank]
- (r) [intentionally left blank]
- (s) Contractor's or its subcontractor's use of the CRRA-issued tax exempt form for the purchase of any goods and services not directly related to its performance of Services under this Agreement;
- (t) Contractor's and its subcontractor's use of CRRA-issued truck and trailer permits for any purpose other than the transportation of waste materials originating from the Designated Transfer Station.

### **7.3 Contractor's Right to Cure.**

Assuming that the Contractor provides the continuous operation of the Designated Transfer Station as required under the Agreement, Contractor shall have a thirty (30) calendar day cure



period from the date Contractor receives from CRRA written notice of its breach of any provision of subsections (b), (d), (e), (j), (l), (m), (p), and (t) of Section 7.2 of this Agreement to remedy its breach of the Agreement. Assuming that the Contractor provides the continuous operation of the Designated Transfer Station as required under the Agreement, Contractor shall have a twenty-four (24) hour cure period from the date Contractor receives from CRRA written notice of its breach of any provision of subsection (c) of Section 7.2 of this Agreement to remedy its breach of the Agreement. Notwithstanding the foregoing, CRRA may terminate this Agreement without providing the above required written notice and Contractor shall have no right to cure if the Contractor's breach is one of the following:

- (a) Not subject to cure; and/or
- (b) Contractor's consistent or repeated failure to perform any of its obligations under this Agreement.

#### **7.4 Events of Default by CRRA.**

The following shall constitute an Event of Default on the part of CRRA:

- (a) Failure on the part of CRRA to pay any undisputed amount required to be paid to Contractor under this Agreement within thirty (30) days after such amount becomes due and payable; provided however, that no such failure shall constitute an Event of Default giving Contractor the right to terminate this Agreement under this subsection unless and until:
  - (i) Contractor has given written notice to CRRA by overnight express mail or certified mail, return receipt requested, specifying that a particular default or defaults exist which will, unless corrected, constitute an Event of Default on the part of CRRA; and
  - (ii) CRRA has not corrected such default or has not taken adequate steps to promptly correct the same within thirty (30) days from the date of its receipt of the notice.

Any amount(s) properly withheld or set-off against monthly payments by CRRA under this Agreement shall not be considered an Event of Default.

#### **7.5 Uncontrollable Circumstances.**

If Contractor shall be unable to perform or shall be delayed in its performance of Services by reason of Uncontrollable Circumstances, and provided that Contractor shall have provided CRRA with written notice of said Uncontrollable Circumstances within five (5) business days of any event of Uncontrollable Circumstances, Contractor shall be excused from any failure or delay in its performance of Services subject to the conditions of this Section 7.5. Operational failure of the Designated Transfer Station shall not constitute Uncontrollable Circumstances. However, throughout the term of the Agreement and in the foregoing event whereby Contractor is excused from its failure or delay in its performance, Contractor must continually do the

following at Contractor's sole expense throughout the term of the Agreement and during any such excused failure or delay period:

- (a) To the extent that the Uncontrollable Circumstances event does not prevent Contractor from accepting and processing Acceptable Solid Waste and Acceptable Recyclables received at the Designated Transfer Station and delivering it to the disposal facility designated by CRRA, the Contractor must continue to perform the Services with Contractor providing reasonable efforts to correct or eliminate such Uncontrollable Circumstances event and its best efforts to minimize the cost consequences of such Uncontrollable Circumstances event. However, any additional costs associated with the foregoing diversion of Acceptable Solid Waste shall be the responsibility of CRRA.

If a severe event of Uncontrollable Circumstances occurs, and such event of Uncontrollable Circumstances is projected to last for longer than the duration of the then-effective Base Term or Renewal Term, as determined by CRRA in its sole but reasonable discretion, CRRA shall have the option, at its sole and absolute discretion, to terminate Contractor's performance of Services for the duration of the Agreement by providing Contractor ninety (90) days of advance written notice. In any such Uncontrollable Circumstances termination by CRRA, Contractor shall be entitled to reimbursement from CRRA as set forth in Section 8.4 herein.

## **ARTICLE 8: TERMINATION**

### **8.1 Mitigation.**

Contractor and CRRA agree that in the event one Party terminates this Agreement due to an Event of Default, the injured Party is obligated, to the extent not detrimental to its interests, to mitigate its damages, costs and expenses and to credit the savings therefrom to any damages, costs and expenses otherwise payable by the terminated Party.

### **8.2 Termination by CRRA.**

If CRRA terminates this Agreement for an Event of Default on the part of Contractor:

- (a) Contractor shall promptly vacate the Designated Transfer Station within twenty-four (24) hours, if requested to do so by CRRA;
- (b) Contractor shall pay to CRRA actual damages, resulting from the Event of Default and subsequent termination;
- (c) Contractor shall immediately return to CRRA all equipment, including the CRRA parts, property, and materials provided to Contractor for use in performing the Services hereunder. Contractor shall be responsible for any cost associated with restoring the condition of such equipment, parts, property, vehicles and materials to the condition present as of the Commencement Date, in accordance with the

repair, maintenance, and replacement standards called for in the Services;

- (d) CRRA shall have the option, at its sole and absolute discretion, to immediately take possession of and use Contractor's Rolling Stock. If CRRA exercises its foregoing option, CRRA shall during its time of possession of Contractor's Rolling Stock: (i) pay on a monthly basis to Contractor a monthly payment equal to the monthly fair market rental value of the Contractor's Rolling Stock; (ii) pay all insurance costs on the Contractor's Rolling Stock; (iii) pay all maintenance costs on Contractor's Rolling Stock; and (iv) to the extent permitted by law, indemnify Contractor for any damages resulting from CRRA's use of the Contractor's Rolling Stock herein. Assuming CRRA exercised its foregoing option to take possession of and use Contractor's Rolling Stock, CRRA shall return to Contractor Contractor's Rolling Stock in the same condition CRRA received it when CRRA exercised its foregoing option less wear and tear. In the alternative, at any time during CRRA's use, pursuant to its option herein, of Contractor's Rolling Stock, CRRA shall also have the option to purchase Contractor's Rolling Stock from Contractor at the then fair market value of the Contractor's Rolling Stock. The valuation of the Contractor's Rolling Stock for CRRA's foregoing rental option and/or purchase option shall be ascertained by an objective equipment appraiser jointly selected by CRRA and Contractor. In order to further memorialize the terms of CRRA's two (2) options in this subsection 8.2(d), CRRA and Contractor have or will execute a certain Assignment Agreement attached hereto as **Exhibit** \_\_ and made a part hereof.
- (e) Upon payment of amounts due in subsection 8.2(b) as well as any other amounts required to be paid to CRRA hereunder, and, if applicable, payments due Contractor under Section 8.2(d) above, and compliance with all provisions of 8.2.(a), (c) and Section 8.3, all rights and obligations of the parties, except as otherwise specifically provided herein, shall cease with respect to this Agreement.

### **8.3 Restoration of the Designated Transfer Stations at Termination.**

Recognizing that at the Commencement Date Contractor accepted the condition of the Designated Transfer Station in their As Is, Where Is Condition, and Contractor agreed to perform the Services with the foregoing condition of the Designated Transfer Station, Contractor is responsible at the termination date of Services to turn over to CRRA the Designated Transfer Station, or any improvements thereon, in the same condition they were given to Contractor at the Commencement Date, less reasonable wear and tear, promptly after said foregoing termination. CRRA shall have the discretion to supervise any such restoration and/or repairs that shall be required of Contractor herein. This Section 8.3 shall survive the termination of this Agreement.

### **8.4 Termination Costs and Reimbursements.**

If Contractor terminates this Agreement for an Event of Default on the part of CRRA, or if the Agreement is terminated pursuant to Section 7.5 herein, then CRRA shall pay to the Contractor: (a) the payments, if any, due and payable pursuant to this Agreement, for all Services performed in accordance with the Standards to the date of termination, incurred as of the termination; and

(b) Contractor's reasonable cost of demobilization and such other reasonable costs (excluding legal fees) as may be incurred by Contractor and directly attributable to such termination; minus  
(c) the amount of any adjustments favorable to CRRA, including any damages owed by Contractor to CRRA. In order for Contractor to receive the payment(s) of this Section 8.4, Contractor must provide CRRA with written invoices and related documentation that itemize and verify the basis for Contractor's requested payment(s). Upon termination and payment of all sums due under this Section 8.4, all rights and obligations of the Parties, except as otherwise specifically provided herein, shall cease with respect to this Agreement.

## **8.5 Limitation of Liability.**

Notwithstanding anything to the contrary in this Agreement, express or implied, CRRA shall not be liable to Contractor for any indirect, consequential, punitive or exemplary damages, lost profits, damages resulting from a delay, disruption, impact re-sequencing, lost productivity, home office overhead, business interruption damages or any similar type of damages whatsoever.

## **ARTICLE 9: CHANGES TO THE DESIGNATED TRANSFER STATION**

### **9.1 Changes To The Designated Transfer Station At The Request Of CRRA.**

At any time during the term of this Agreement, CRRA may request in writing changes, modifications or additions to the Designated Transfer Station which may alter, add to or reduce the Services to be performed by Contractor under this Agreement. In response to such request, Contractor shall provide to CRRA a written proposal which shall include: (i) statement of the additional work, personnel and materials required or to be omitted by the proposal; (ii) a statement of the adjustment to the fees payable pursuant to Article 3 hereof necessary to compensate Contractor for the anticipated effect, if any, on the projected costs, or to extend to CRRA the savings that will result from such action; (iii) anticipated impact on the processing and transportation of waste under this Agreement; (iv) description of the effect of the proposal upon the technical specifications, the design plans, the operations and maintenance manual, and the final drawings; and (v) a statement of the anticipated capital costs thereof. Contractor must adequately substantiate in writing all savings identified and/or costs for which it seeks reimbursement hereunder. Contractor's proposal shall be based on sound and accepted engineering principles and practices, technically and financially reasonable in light of possible alternatives, and adequate to address and satisfy CRRA's concerns. If such proposal is satisfactory to CRRA, then CRRA, at its sole discretion, may direct Contractor to proceed to manage and/or perform the proposed changes in Contractor's written proposal, and the provisions of this Agreement shall be modified to reflect the appropriate adjustments, if any. If CRRA, at its sole discretion, deems Contractor's written proposal unsatisfactory, then CRRA shall have the right to seek alternate bids from third party contractors to perform CRRA's desired changes, modifications, and/or changes, and to have said successful proposer perform said desired changes, modifications, and/or changes on the Designated Transfer Station. In such case, Contractor agrees to cooperate with CRRA and the Contractor to expedite the prompt completion of the desired changes, modifications, and/or additions with the least impact on the smooth

operation of the Designated Transfer Station. If an adjustment to the TS Compensation payable to Contractor under Article 3 is required as a result of the foregoing successful proposer's revisions, modifications or changes to the Designated Transfer Station, then CRRA and Contractor shall attempt to mutually agree in writing on the amount of such adjustment or increased or decreased compensation provided that the values for the existing Services detailed in the TS Compensation, to the extent applicable, shall be used to determine the appropriate increase or decrease for such adjustments or the amount of such modified compensation. If CRRA and Contractor cannot mutually agree on the amount of such adjustment or increased or decreased compensation, then the dispute will be resolved in accordance with and subject to Section 10.14 hereof.

The completion of any changes, modifications, or additions in accordance with this Section 9.1 shall in no way reduce the Contractor's operation, maintenance and repair responsibilities it is required to perform under this Agreement.

## **9.2 Changes To The Designated Transfer Station At The Request Of Contractor.**

To the extent Contractor desires to propose a change to the Designated Transfer Station, Contractor shall provide to CRRA a written proposal which shall include: (i) statement of the additional work, personnel and materials required or to be omitted by the proposal; (ii) a statement of the adjustment to the TS Compensation payable pursuant to Article 3 hereof necessary to compensate Contractor for the anticipated effect, if any, on the projected costs, or to extend to CRRA the savings that will result from such action; (iii) anticipated impact on the processing and transportation of waste under this Agreement; (iv) description of the effect of the proposal upon the technical specifications, the design plans, the operations and maintenance manual, and the final drawings; and (v) a statement of the anticipated capital costs thereof. Contractor must adequately substantiate in writing all savings identified and/or costs for which it seeks reimbursement hereunder. Contractor's proposal shall be based on sound and accepted engineering principles and practices, technically and financially reasonable in light of possible alternatives, and adequate to address and satisfy CRRA's concerns. Contractor's proposal must be based on sound and accepted engineering principles and practices, technically and financially reasonable in light of possible alternatives and adequate to address and satisfy CRRA's concerns.

Contractor acknowledges that CRRA, as owner of the Designated Transfer Station, may elect to reject changes which could adversely affect or impact CRRA's costs with respect to the Designated Transfer Station, the appearance of the Designated Transfer Station, any other aspect of the Designated Transfer Station, any of CRRA's obligations hereunder, and CRRA's decision in such regard shall be final and binding upon Contractor. CRRA shall review such request, together with materials submitted by Contractor in support thereof, and approve or disapprove the Contractor's proposed changes and such materials on or before the fifteenth (15<sup>th</sup>) Business Day following receipt of such materials by CRRA.

If CRRA disapproves such request, then the notification required by the preceding sentence shall be in such detail as is necessary and appropriate to fully apprise Contractor of the nature and extent of and basis for such disapproval. Within three (3) Business Days after receipt by Contractor of such disapproval, CRRA and Contractor shall meet to attempt to resolve the disagreement. If such disagreement is not resolved to the mutual satisfaction of CRRA and

Contractor within five (5) Business Days of such meeting, the differences shall be resolved in accordance with and subject to Section 10.14 hereof.

The completion of any changes, modifications, or additions in accordance with this Section 9.2 shall in no way reduce the Contractor's operation, maintenance and repair responsibilities it is required to perform under this Agreement.

### **9.3 Changes To Designated Transfer Station Necessitated by Uncontrollable Circumstances.**

At CRRA's sole discretion and request, the Contractor shall promptly proceed to make or cause to be made changes to the Designated Transfer Station required as a result of an Uncontrollable Circumstance to repair or replace any damaged or destroyed portion of the Designated Transfer Station or to restore operating levels of the Designated Transfer Station to normal parameters. As soon as possible after an Uncontrollable Circumstance, the Contractor shall provide written notice to CRRA describing the Uncontrollable Circumstance and its cause (to the extent known by the Contractor), and a description of the conditions delaying the performance of the Contractor's obligations. Contractor shall provide to CRRA a written proposal for the foregoing changes necessitated by the Uncontrollable Circumstances which shall include: (i) statement of the additional work, personnel and materials required or to be omitted by the proposal; (ii) a statement of the adjustment to the TS Compensation payable pursuant to Article 3 hereof necessary to compensate Contractor for the anticipated effect, if any, on the projected costs, or to extend to CRRA the savings that will result from such action; (iii) anticipated impact on Contractor's performance under this Agreement; (iv) description of the effect of the proposal upon the technical specifications, the design plans, the operations and maintenance manual, and the final drawings; and (v) a statement of the anticipated capital costs thereof. Contractor must adequately substantiate in writing all savings identified and/or costs for which it seeks reimbursement hereunder. Contractor's proposal shall be based on sound and accepted engineering principles and practices, technically and financially reasonable in light of possible alternatives, and adequate to address and satisfy CRRA's concerns.

The Contractor shall answer any inquiries of CRRA regarding the conditions caused by the Uncontrollable Circumstance or the estimate of the cost of any required change. CRRA shall be entitled, at its own cost and expense, to hire an independent engineer to review the Contractor's cost estimate. If Contractor's written proposal is acceptable to CRRA, then CRRA, at its sole discretion, may direct Contractor to proceed to manage and/or perform the proposed changes in Contractor's written proposal, and the provisions of this Agreement shall be modified to reflect the appropriate adjustments, if any. If CRRA, at its sole discretion, deems Contractor's written proposal unsatisfactory, then CRRA shall have the right to seek alternate bids from third party contractors to perform the changes required as a result of the Uncontrollable Circumstances, and to have said third party contractors perform said changes on the Designated Transfer Station. In such case, Contractor agrees to cooperate with CRRA and the foregoing successful proposer to expedite the prompt completion of the changes with the least impact on the smooth operation of the Designated Transfer Station. If an adjustment to the TS Compensation payable to Contractor under Article 3 is required as a result of the foregoing successful proposer's changes to the Designated Transfer Stations, then CRRA and Contractor shall attempt to mutually agree in writing on the amount of such adjustment or increased or decreased compensation provided

that the values for the existing Services detailed in the TS Compensation, to the extent applicable, shall be used to determine the appropriate increase or decrease for such adjustments or the amount of such modified compensation. If CRRA and Contractor cannot mutually agree on the amount of such adjustment or increased or decreased compensation, then the dispute will be resolved in accordance with and subject to Section 10.14 hereof.

If CRRA and the Contractor cannot agree on Contractor's foregoing proposed solution and/or the cost estimate of the solution to the Uncontrollable Circumstance(s), CRRA and Contractor shall meet and attempt to resolve the disagreement. If such disagreement is not resolved to the mutual satisfaction of CRRA and Contractor within five (5) Business Days of such meeting, the dispute will be resolved in accordance with and subject to Section 10.14 hereof.

The completion of any changes, modifications, or additions in accordance with this Section 9.3 herein shall in no way reduce the Contractor's operation, maintenance and repair responsibilities it is required to perform under this Agreement.

#### **9.4 Improvements.**

Any improvements existing at the Commencement Date or made thereafter during the term of this Agreement shall remain the sole and exclusive property of CRRA and shall be maintained by Contractor in good working and operable condition, in the same or better condition than received by Contractor, less reasonable wear and tear.

### **ARTICLE 10: MISCELLANEOUS**

#### **10.1 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.

#### **10.2 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.

#### **10.3 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.

#### **10.4 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.

### **10.5 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.

### **10.6 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.

#### **10.6.1 Routine Notices.**

All notices, demands, requests, proposals, consents or other communications whatsoever which this Agreement contemplates, authorizes, requires or permits any Party to give to the other Party, except as provided in Section 10.6.2, shall be in writing and shall be personally delivered or sent by overnight express mail service or certified mail return receipt requested, addressed to the respective Party as specified in this Section 10.6.1. Any notice shall be deemed delivered on the date of personal delivery, the day after such notice is sent via overnight express mail service or, if by certified mail, on the date set forth on the return receipt. In the event the Party to whom such certified mailing is sent refuses or otherwise does not sign for it when presented, then such notice shall be deemed delivered on the fifth (5th) business day after deposit in the mail.

(a) If to CRRA:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: Thomas Gaffey

With a copy to:



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

(b) If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

#### 10.6.2 Emergency Notification.

Contractor shall immediately notify CRRA by telephone and telecopier facsimile of the occurrence of the following: (i) any event causing property damage to the Designated Transfer Station; (ii) bodily and/or personal injury to any person in connection with the Designated Transfer Station; (iii) any disruption to the Services or the Designated Transfer Station; (iv) the filing of a property lien on the Designated Transfer Station; (v) the occurrence or receipt of a notice of violation or other regulatory action at the Designated Transfer Station arising out of Contractor's performance or non-performance of its obligations hereunder; and (vi) any spill, fire, explosion or other emergency or accident requiring notification of any governmental entity. After Contractor provides CRRA with immediate notification of an above event, Contractor shall promptly file an incident report with CRRA on a form acceptable to CRRA in which Contractor describes all corrective and remedial action undertaken or planned. Thirty (30) days prior to the Commencement Date and thereafter from time to time, CRRA and Contractor will jointly develop an emergency notification procedure with specific contact information and other relevant instructions mutually agreed to by the Parties. Contractor shall be responsible for complying with all Applicable Laws concerning notification of governmental entities with respect to such event.

#### **10.7 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.

#### **10.8 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.

### **10.9 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.

### **10.10 Status of Contractor.**

- (a) Other than for the limited purpose described in subsection (b) below, 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. Other than for the limited purpose described in subsection (b) below, 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 independent contractor. Other than for the limited purpose described in subsection (b) below, 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. CRRA and Contractor further acknowledge and agree that this Agreement does not confer upon Contractor in any manner whatsoever any ownership or proprietary rights to or interests in any of the Properties, any component of the CRRA System, or the CRRA owned vehicles, equipment, materials, or rolling stock that Contractor is permitted to use hereunder in performing the Services; and that Contractor has no right under this Agreement to, and Contractor shall not, depreciate any of such Properties, any component of the CRRA System, vehicles, equipment, materials or any part thereof for any purposes whatsoever.
- (b) The Parties confirm that to maintain CRRA's tax-exemption for fuel and other services or tangible personal property used under this Agreement pursuant to Section 10.18 of this Agreement, CRRA has designated Contractor, and Contractor has agreed to act, as CRRA's agent for the limited purpose of purchasing services and equipment, fuel, machinery, parts, materials, supplies, inventories and other items necessary to perform the Services in this Agreement for the account of and with funds provided as reimbursement therefore by CRRA, to be installed, used or consumed in connection with the use and operation of the Designated Transfer Station. As detailed in Section 2.1.3 herein, Contractor may only utilize and must dedicate the Contractor's Rolling Stock for its performance of Services hereunder.

### **10.11 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.

### **10.12 Mechanic's Liens.**

To the fullest extent allowed by law, Contractor shall claim no interest in the Properties or any structures, equipment, fixtures, materials or improvements located or to be located on such Properties, or any other vehicles, equipment, materials, parts and supplies made available to Contractor hereunder, and Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its properties whatsoever. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or security interests by Contractor or any of its subcontractors or material men. With each payment made to a subcontractor and material man, Contractor shall deliver to CRRA an original waiver of mechanic's liens properly executed by such subcontractor or material man. 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 and 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. This Section 10.12 shall survive termination of this Agreement.

### **10.13 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. No workers' compensation insurance has been or will be obtained by CRRA on account of the Services to be performed hereunder by Contractor or Contractor's employees, agents, subcontractors or material men. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described in this Section 10.13, and Contractor hereby agrees to indemnify and hold CRRA harmless against any and all such taxes, insurance or related payments 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. This Section 10.13 shall survive termination of this Agreement.

### **10.14 Forum Selection/Arbitration.**

Any and all claims and controversies arising out of or under this Agreement or a breach thereof shall be submitted to and resolved in Arbitration. All claims or controversies arising out of this Agreement or a breach thereof shall be settled and decided by an arbitration panel of three arbitrators in binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified by the following provisions of this Section 10.14:

- (a) Either CRRA or Contractor may initiate arbitration proceedings by giving notice of a dispute and a request to arbitrate to the other Party and to the Regional Director of the AAA having jurisdiction in Hartford, Connecticut. Unless otherwise permitted by CRRA in writing, any arbitration proceedings must be initiated within ten (10) days of the initiating Party's knowledge of the claim, dispute or matter in question;
- (b) CRRA and Contractor shall choose an arbitrator from the list provided by the AAA within ten (10) days after arbitration proceedings were initiated and the two selected arbitrators shall jointly select a third arbitrator to complete the panel;
- (c) The costs of arbitration shall be shared equally by the Parties and each Party shall bear its own costs, expenses and attorneys' fees unless the arbitration panel determines that the action or defense of the losing Party was frivolous, in which event the arbitration panel may order that all or a portion of the costs of arbitration of the successful Party, including reasonable attorneys' fees and other costs, be paid by the losing Party;
- (d) All arbitration proceedings shall be held in Hartford, Connecticut. The arbitration panel may request any Party to produce information deemed necessary by him or her for a fair determination of the issues. Each Party so requested to produce information shall do so within fifteen (15) days of each such request or shall respond immediately to the request by explaining why compliance is not possible within fifteen (15) days. The arbitration panel may then order compliance and failure to comply with the order shall be deemed to be a default hereunder on the part of the non-complying Party;
- (e) The determination of the arbitration panel shall be final and binding upon the Parties. The determination shall be in the form of a written reasoned award, with written findings of fact, and may be entered in and specifically enforced by any court of appropriate jurisdiction. While the arbitration panel shall select the remedy for all breaches of either Party's obligations under this Agreement, the arbitration panel shall not modify the remedies specifically set forth in this Agreement for CRRA and Contractor;
- (f) All legal issues arising in connection with a dispute to be determined by an arbitration panel shall be governed by 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; and
- (g) During any arbitration proceeding that may be initiated hereunder, CRRA and Contractor shall continue to perform their respective obligations under this Agreement.

### **10.15 Performance Security.**

Twenty (20) days prior to the Commencement Date, Contractor shall furnish CRRA with a Performance Bond or a Letter of Credit for each Designated Transfer Station as security for faithful performance of the Services in the form attached hereto as **Exhibit E** and in the following amounts: (i) Essex Transfer Station – One Million and NO/100 (\$1,000,000.00) Dollars; (ii) Torrington Transfer Station – One Million and NO/100 (\$1,000,000.00) Dollars; and (iii) Watertown Transfer Station – One Million and NO/100 (\$1,000,000.00) Dollars (the foregoing are hereinafter known as the “Bond”). The Bond shall be issued and executed by a surety acceptable to CRRA and authorized to transact business in Connecticut. The surety must also be listed by the United States Treasury Department in its latest list as a qualified surety acceptable to the United States Government. The amount of the Bond may exceed the limit for which the United States Treasury Department has qualified the surety only if the excess is reinsured with surety companies that are qualified on the United States Treasury Department list for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the Bond must accompany the Bond.

Contractor shall maintain the Bond in full force and effect during the term of this Agreement. The Bond shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration dates of the Bond, Contractor notifies CRRA by certified mail that the surety of the Bond elects not to renew such Bond. Failure to maintain or renew the Bond under the aforesaid terms shall constitute an Event of Default by Contractor under this Agreement. If the surety on the Bond furnished by Contractor is declared 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 Bond due to no fault of Contractor, Contractor shall immediately substitute another bond (or another letter of credit) and surety, subject to the requirements set forth in this Section 10.15.

In the event Contractor fails to perform any of its obligations under this Agreement, withdraws from this Agreement, an Event of Default occurs or the contract is terminated, 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 Bond.

### **10.16 [Reserved]**

[this section intentionally left blank].

### **10.17 Non-Discrimination.**

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the Work, 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, including civil union status, national origin, ancestry, sex, sexual orientation, gender identity or expression, mental disability or physical disability, including blindness, unless it is shown by 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. 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, including civil union status, national origin, ancestry, sex, sexual orientation, gender identity or expression, mental disability, or physical disability, including blindness, unless it is shown by Contractor that such disability prevents performance of the Work 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.

#### **10.18 Sales and Use Tax Exemption.**

Under Section 22a-270 of the Connecticut General Statutes, CRRA has an exemption from all Connecticut State taxes and the payment thereof. Without limiting the scope of the preceding sentence, pursuant to Section 12-412(92) of the Connecticut General Statutes, the sale of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of the CSWS is exempt from Connecticut State sales and use tax. Accordingly,

Contractor hereby represents that no Connecticut State tax is included in the TS Compensation or in any of the fees set forth in **Exhibit C** hereof, and Contractor shall not charge or pass through any such tax to CRRA, regardless of whether Contractor has incurred any Connecticut State Tax in 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 RFP or other submittal or proposal to CRRA in connection with this Agreement. Contractor also represents that all funds provided by CRRA as reimbursement for Services provided hereunder shall be used or consumed in connection with the use and operation of the CSWS Transfer Stations. CRRA shall provide Contractor a tax-exempt form that Contractor may present to others to verify CRRA's tax exempt status when purchasing goods and services directly related to its performance of Services under this Agreement. CRRA will not make a tax-exempt form available to subcontractors used by Contractor. It shall be the responsibility of Contractor to coordinate with its subcontractors the use of the tax exempt form for the purchase of goods and services directly related to the performance of Services under this Agreement. The obligations of Contractor pursuant to this Section 10.18 are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance under this Agreement.

#### **10.19 Proprietary Information.**

Contractor shall not use, publish, distribute, sell or divulge any information, including information that is adverse to CRRA's interests, 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 without the prior written consent of CRRA. Any reports or other work product prepared by Contractor in connection with the performance of any 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.

#### **10.20 Subcontractors.**

Contractor shall inform CRRA of any subcontractors it intends to use to perform any of the Services. During Contractor's performance of the Services, Contractor shall provide CRRA with written prior notice of its intent to replace or change any of its subcontractors utilized by Contractor to perform under this Agreement. Throughout the term of the Agreement, CRRA shall have the right to reject any subcontractor of Contractor; however CRRA's foregoing right to reject a subcontractor cannot be unreasonably exercised. Contractor shall require, in a manner satisfactory to CRRA, all of its subcontractors for the Services 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 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 claim, set-offs, or other rights whatsoever that they may have with or against Contractor by any reason other than through such subcontracts.

### **10.21 Adverse Parties.**

CRRA and Contractor desire that no Person or other entity with which CRRA has had an adverse business relationship and no corporation or other business entity directly or indirectly controlling or controlled by or under direct or indirect common control with such Person or entity (any of the foregoing Persons, corporations or entities is hereinafter referred to as an “Adverse Party”), have any direct or indirect financial or ownership interest in or managerial influence over Contractor or on Contractor’s performance under this Agreement. If any Person or entity seeks to participate as an owner or in the performance of Contractor’s obligations under this Agreement, Contractor shall notify CRRA in writing of Contractor’s intent to enter into such relationship. Contractor shall not enter into such relationship if CRRA gives written notice of its disapproval of such relationship because the proposed Person or entity is an Adverse Party. CRRA’s foregoing disapproval of such relationship must have a reasonable basis to justify said disapproval, including an explanation of the grounds for such disapproval which must be reasonable. CRRA shall notify Contractor of its disapproval, if at all, no later than fifteen (15) days after CRRA’s receipt of written notice from Contractor of its intent to enter into such relationship. Any failure by Contractor to comply with the terms of this Section 10.21 shall constitute an Event of Default by Contractor under this Agreement.

### **10.22 Compliance with Law.**

Contractor shall comply with all Applicable Laws, including federal, state, and local laws or regulations governing the Services, payment of wages and equal opportunity and fair employment practices.

### **10.23 Obligation To Deliver CRRA Waste.**

If Contractor or any of its Affiliates or other agents is engaged in the business of waste collection and disposal, Contractor shall, and Contractor shall cause all such Affiliates or other agents to, deliver to CRRA all Acceptable Solid Waste generated within the corporate boundaries of any of the Participating Municipalities and all other CRRA waste that Contractor or any such Affiliate or agent collects pursuant to an agreement or otherwise, or that comes into Contractor’s or such Affiliate’s or agent’s possession through other means. In the event that Contractor fails to comply with any of its obligations under this Section 10.23, then such failure shall constitute an Event of Default on the part of Contractor hereunder, and CRRA shall have the right to terminate this Agreement.

### **10.24 [Reserved].**

[this section intentionally left blank].

### **10.25 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 campaign



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

### **10.26 Whistleblower Protection.**

If the Contractor is a Large State Contractor, the Contractor shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. "Large State Contractor" shall have the same meanings as set forth in Section 4-61dd(h) of the Connecticut General Statutes, as may be revised. Each contract between a state or quasi-public agency and a Large State Contractor shall provide that, if an officer, employee, or appointing authority of a Large State 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 subsection (a) of Section 4-61dd of the Connecticut General Statutes, 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 percent 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 distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

Each Large State Contractor shall post a notice of the provisions of Section 4-61dd relating to Large State Contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

### **10.27 State of Connecticut Audit Rights.**

The State of Connecticut (the "State") or its representatives shall have the right at reasonable hours to examine any books, records and other documents of Contractor or its subcontractors pertaining to work in connection with the CSWS, or the performance of the obligations of Contractor to the State under the Agreement and shall allow such representatives free access to any and all such books and records. The State will give the Contractor at least twenty-four (24) hours' notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to this Agreement or the performance of the obligations of Contractor to the State under the Agreement. The Contractor shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor providing services in connection with the CSWS or the performance of the obligations of Contractor to the State under this Agreement. The Contractor shall retain and maintain accurate records and documents relating to its performance of Services in connection with the CSWS or the performance of the obligations of Contractor to the State under this Agreement for a minimum of three (3) years after the final obligation payment by CRRA and shall make them available for inspection and audit by the State.

### **10.28 Promotion of State of Connecticut.**

Unless specifically authorized in writing by the Secretary of the Office of Policy and Management, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

- (a) In any advertising, publicity, promotion; or
- (b) To express or to imply any endorsement of Contractor's products or services; or
- (c) To use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above). In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

### **10.29 Order of Precedent of Agreement.**

If there are any conflicts between the terms of this Agreement, the Exhibits of this Agreement, and/or the Procedures, then the order of precedent when there are conflicts between the foregoing documents shall be as follows:

- (a) The terms of the Agreement, inclusive of **Exhibit A** hereto, but exclusive of the remaining Exhibits of the Agreement, shall first prevail;
- (b) The terms of **Exhibit B** – Scope of Services;
- (c) The terms of **Exhibits C – O**, excepting **Exhibit I**; and;
- (d) The terms of the Procedures included herein as **Exhibit I** shall next prevail.

The Request for Proposal (“RFP”) document, the addendums to the RFP, and the Contractor’s bid document are not part of this Agreement and cannot be relied upon in any dispute or conflict in connection with this Agreement.

### **10.30 Affidavit of Third Party Fees.**

At the time the Contractor submitted its bid to CRRA, it simultaneously executed a document entitled Affidavit of Third Party Fees and said document is attached hereto and made a part of this Agreement as **Exhibit K**.

### **10.31 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 L**.

**10.32 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 N.**

**10.33 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 O.**

**10.34 Time is of the Essence.**

CRRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance and completion 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

**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

[NAME OF CONTRACTOR]

By: \_\_\_\_\_  
Its  
Duly Authorized

## **EXHIBIT A**

### **DEFINITIONS**

As specified in Section 1.1 of the Agreement, the following terms as used in the Agreement shall have the meanings set forth below:

“**AAA**” means the American Arbitration Association.

“**Act of Bankruptcy**” means that (a) Contractor shall have commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) Contractor shall have failed, or admitted in writing its inability generally, to pay its debts as such debts become due, (c) Contractor shall have made a general assignment for the benefit of creditors, (d) Contractor shall have been adjudicated a bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors, (e) Contractor shall have taken advantage of any insolvency law, or shall have submitted an answer admitting the material allegations of a petition in a bankruptcy or insolvency proceeding, (f) an order, judgment or decree for relief in respect of Contractor shall have been entered in an involuntary case, without the application, approval or consent of Contractor by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for Contractor or for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive days, (g) Contractor shall have filed a voluntary petition in bankruptcy, (h) Contractor shall have failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) days of the filing thereof, or (i) an order for relief shall have been entered against Contractor under the provisions of the United States Bankruptcy Act, 11 U.S.C.A. 301.

“**Acceptable Recyclables**” shall include the following types of Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Recycling Facilities. Acceptable Recyclables shall include, but is not limited to, Commingled Container Recyclables, Paper Fiber Recyclables, Single Stream Recyclables and any other Solid waste deemed by CRRA in its sole discretion to be Acceptable Recyclables.

Nothing herein shall be construed as requiring the shipment of Solid Waste generated by and collected from commercial, institutional, industrial and other establishments located within the corporate limits of any Municipality for processing by and disposal at the Recycling Facilities.

Contractor shall not be entitled under the Agreement to process any recyclables from any entity or governmental entity without the prior written approval of CRRA.

“**Acceptable Solid Waste**” shall include Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Facilities. Acceptable Solid Waste shall include, but is not limited to, the following:

Scrap wood not exceeding six (6) feet in length or width or four (4) inches in thickness,

Single trees and large tree limbs not exceeding six (6) feet in length or four (4) inches in diameter and with branches cut to within six (6) inches of the trunk or limb, as the case may be;

Metal pipes, tracks and banding or cable and wire not exceeding three (3) feet in length and one and one half (1 1/2) inches in diameter;

Cleaned and emptied cans or drums not exceeding five (5) gallons in capacity and with covers removed;

Automobile tires without rims exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day to-day basis;

Paper butts or rolls, plastic or leather strapping or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and cut in half lengthwise;

Non-Processible Waste as defined herein,

Recycling Residue; and

Any other Solid Waste as defined herein deemed acceptable by CRRA in its sole discretion. Acceptable Solid Waste shall not include any Acceptable Recyclables, or other materials required to be recycled in accordance with *Connecticut General Statutes*, and/or Special Waste unless such Special Waste is approved by CRRA in accordance with these procedures for disposal at any of the Waste Facilities, or any materials or waste that are or may in the future be required by law and/or regulation to be recycled.

Acceptable Solid Waste shall not include any Special Waste unless such Special Waste is approved by CRRA and, if required, the Connecticut Department of Environmental Protection for disposal at any component of the CRRA CSWS, or any materials or waste that are or may in the future be required by any Applicable Laws to be recycled.

“**Adverse Party**” shall have the meaning set forth in Section 10.21 of the Agreement.

**“Affiliate”** means a Person that, directly or indirectly, controls or is controlled by, or is under common control with, Contractor.

**“Agreement”** means the Agreement For Waste Transportation And Transfer Station Operation And Maintenance Services between CRRA and Contractor, together with **Exhibits A through O** (inclusive) attached hereto and made a part hereof and any properly executed written amendments, modifications or supplements hereto.

**“Annual Fixed O&M Fee”** shall have the meaning set forth in Section 3.1.1 of the Agreement.

**“Applicable Laws”** means any applicable statute, law, constitution, charter, ordinance, resolution, judgment, order, procedures, permits (including but not limited to Permits), decree, rule, regulation, directive, interpretation, standard or similar binding authority, which has been or shall hereinafter be enacted, promulgated, issued or enforced by any judicial or governmental authority having jurisdiction.

**“As Is, Where Is Condition”** means the existing condition of the building and related equipment and improvements on the Commencement Date, including any hidden defects of any nature, known or unknown, with no representations, warranties, or guarantees whatsoever, express or implied, regarding the fitness, nature, and/or any other aspect or characteristic of the building and related equipment and improvements on the Commencement Date.

**“Base Term”** shall have the meaning set forth in Section 1.4 of the Agreement.

**“Bond”** shall mean the Performance Bond(s) or Letter of Credit(s) which are further defined in Section 10.15 of the Agreement.

**“Bulky Waste”** shall mean construction, demolition and/or land clearing debris.

**“Business Day”** shall mean any Monday, Tuesday, Wednesday, Thursday or Friday which is not a legal holiday observed by CRRA.

**“Change In Law”** shall mean the adoption, promulgation, issuance, modification, or official change in interpretation, after the Effective Date of the Agreement of a federal, state, city, or local law, ordinance, code, or regulation, rule, order or ruling by any federal, state, or local court, administrative agency or governmental body (except to the extent that such order or ruling is a result of the willful or negligent action or inaction of the party claiming such Change In Law) that imposes requirements or restrictions on: (i) the Contractor’s performance under the Agreement, provided however, that any requirement of any Permit related to Contractor’s performance under the Agreement which is based on existing law, ordinance, code, or regulation, rule, order, interpretation, or ruling by any federal, state, or local court, administrative agency or governmental body as of the Effective Date of the Agreement shall not be a Change In Law; or (ii) CRRA’s performance of its obligations under the Agreement. Provided, however, the party claiming excuse due to Change In Law does not instigate the Change In Law.

**“Commencement Date”** shall mean July 1, 2013.

**“Commission”** shall mean the Connecticut Commission on Human Rights and Opportunities.

**“Contaminated Soil”** shall mean soil derived from fuel tank excavation, sludge residue, steel casting sands, metal wash-down residue, rust/scale materials, foundry residue, grinding sludge and any other material deemed by CRRA in its sole discretion to be Contaminated Soil.

**“Contractor”** shall have the meaning set forth in the Preamble to the Agreement.

**“Contractor’s Rolling Stock”** or **“Contractor’s Rolling Stock Equipment”** shall mean that specific Equipment identified as Contractor’s Rolling Stock in the Equipment Plan.

**“CRRA”** shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State.

**“CRRA Diversion Contractors”** shall mean those contractors with whom CRRA has executed an “Agreement For On-call Municipal Solid Waste Diversion Transportation And Disposal Work” who will be called upon if there is a disruption at the Facility that necessitates transportation and disposal of Acceptable Solid Waste outside the CSWS system.

**“CSWS”** or **“Connecticut Solid Waste System”** shall mean the CRRA owned or leased pieces or parcels of real property located throughout the State of Connecticut upon which real property CRRA owns and operates certain solid waste management and/or disposal facilities constituting a solid waste management system including but not limited to, CRRA landfills, Transfer Stations, and CRRA trash-to-energy plants.

**“CSWS Transfer Stations”** shall mean CRRA’s Essex Transfer Station, Torrington Transfer Station, and Watertown Transfer Station.

**“CTDEEP”** or **“DEEP”** shall mean the Department of Energy and Environmental Protection of the State of Connecticut.

**“CTDEEP Permits”** or **“DEEP Permits”** shall mean those Permits identified as such in **Exhibit M**.

**“Designated Transfer Station”** shall mean the [Essex Transfer Station, Torrington Transfer Station and/or Watertown Transfer Station].

**“Effective Date”** shall mean the date the parties execute the Agreement.

**“EGF”** shall mean CRRA’s Mid-Connecticut Resource Recovery Facility energy generating facility located at Reserve Road, Hartford, Connecticut.

**“Essex Transfer Station”** shall mean CRRA’s transfer station located at Town Dump Road in Essex, Connecticut including its real property, buildings, and other property.



**“Equipment”** shall mean all of the items listed in the Equipment Plan.

**“Equipment Plan”** shall mean the equipment plan including a listing of the Contractor’s Rolling Stock and detailing the equipment and machinery deemed necessary by the Contractor to perform the Services, with such plan attached to the Agreement as **Exhibit D**.

**“Event of Default”** shall mean any one or more of those events described in Article 7 of the Agreement or identified as an Event of Default elsewhere in the Agreement.

**“Facility”** shall mean the WPF, the PBF, and the EGF defined and treated herein as one operating system.

**“Ferrous Metals”** shall mean the magnetically recovered metals recovered from the Acceptable Solid Waste processed at the Facility.

**“Hazardous Waste”** shall include any material or substance which is, by reason of its composition or its characteristics or its delivery to the Facility (a) defined as hazardous waste in the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., and any regulations, rules or policies promulgated thereunder, (b) defined as hazardous waste in Section 22a-115 of the *Connecticut General Statutes*, (c) defined as special nuclear material or by-product material in Section 11 of the Atomic Energy Act of 1954, 42 U.S.C. §2014, and any regulations, rules or policies promulgated thereunder, or (d) regulated under Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. §2605(e), and any regulations, rules or policies promulgated thereunder, as any of the statutes referred to in clauses (a) through (d) above may be amended; provided, however, that Hazardous Waste shall not include such insignificant quantities of any of the wastes covered by clauses (a), (b) and (d) as are customarily found in normal household, commercial and industrial waste to the extent such insignificant quantities are permitted by law to be treated and disposed of at the Facility or a sanitary landfill, as applicable. “Hazardous Waste” shall also include such other waste as deemed by CRRA in its sole discretion to be “Hazardous Waste.”

**“Hauler Agreement”** shall mean an agreement between CRRA and any hauler for the delivery of recyclables and/or solid waste to the Facilities, including without limitation a Mid-Connecticut Waste Disposal System Solid Waste and Recyclables Delivery Agreement or a Connecticut Solid Waste System Solid Waste and Recyclables Delivery Agreement.

**“Large State Contractor”** shall have the same meanings as set forth in Section 4-61dd(h) of the Connecticut General Statutes, as may be revised.

**“Municipal Service Agreements”** shall mean the written agreements between CRRA and Connecticut municipalities and other governmental entities under which the Connecticut municipalities or governmental entities are authorized to deliver certain waste and recyclables to the CSWS System.

**“Municipality”** shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within its corporate limits, and which has executed a municipal solid waste management services contract

or made spot arrangements with CRRA for the processing and disposal of Acceptable Solid Waste and/or acceptable recyclables to the CSWS System.

**“Non-Processible Waste”** shall mean Acceptable Solid Waste that cannot be processed at the Facility without the use of supplemental processing equipment (e.g., a mobile shredder), provided that the individual items of such Acceptable Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including, but not limited to, the following:

- (a) Household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas and rugs;
- (b) Individual items such as White Metals (as hereinafter defined) and blocks of metal that would, in CRRA’s sole discretion and determination, cause damage to the Waste Facilities if processed and/or incinerated therein;
- (c) Scrap/Light Weight Metals (as hereinafter defined);
- (d) Bathroom fixtures, such as toilets, bathtubs and sinks;
- (e) Purged and emptied propane, butane and acetylene tanks with valves removed exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day-to-day basis;
- (f) Christmas trees;
- (g) Automobile tires with/without rims, and
- (h) Any other Acceptable Solid Waste deemed by CRRA in its sole discretion to be Non-Processible Waste.

**“NOV” or “Notice of Violation”** shall have the meaning set forth in Section 2.1.9 of the Agreement.

**“Operation Problem or Shutdown”** shall mean a condition affecting a CSWS Transfer Station that prevents the Contractor from accepting and transporting a portion, or all as applicable, of Acceptable Solid Waste, Non-Processible Waste, and Acceptable Recyclables that Contractor is required to accept, process and transport at the effected CSWS Transfer Station under the Agreement.

**“Operations and Maintenance Plan and Safety Program Manual”** shall have the meaning set forth in Section 2.1.1 of the Agreement.

**“P&Z Permits”** shall have the meaning set forth in Section 2.3 of the Agreement.

**“Party” or “Parties”** shall mean, if singular, CRRA or the Contractor, and if plural, CRRA and the Contractor.

“**PBF**” shall mean CRRA’s Mid-Connecticut Resource Recovery Facility power block facility located at Reserve Road, Gate 20, in Hartford, Connecticut.

“**Permits**” means those permits, consents, licenses, approvals or authorizations required by any governmental body having jurisdiction over the CSWS Transfer Stations or Services hereunder.

“**Person**” means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, cooperative, unincorporated organization or government or any agency or political subdivision thereof formed by agreement or by filing any applicable instrument or document with any applicable government or government instrumentality, agency, board, commission, or department.

“**Pre-Commencement Activities**” shall have the meaning as set forth in Section 2.1.1 of the Agreement.

“**Pre-Existing Condition Inspection Report**” shall have the meaning as set forth in Section 2.1.1 of the Agreement as evidenced by the report attached to the Agreement as Exhibit D.

“**Procedures**” shall mean CRRA’s Connecticut Solid Waste System Permitting, Disposal and Billing Procedures as amended from time to time at CRRA’s discretion attached hereto as Exhibit I.

“**Properties**” shall have the meaning set forth in the Preliminary Statement.

“**Public Weighers License**” shall mean a license issued by the Connecticut Commissioner of Weights and Measures in accordance with CGS 43-16

“**RDF**” shall mean refuse derived fuel produced by the processing of Acceptable Solid Waste at the Facility, which fuel is loaded onto the RDF Conveyor and transported to the PBF where it is combusted in order to generate steam for the production of energy.

“**Recycling Facility**” shall mean CRRA’s recycling facility located at 211 Murphy Road, Hartford, Connecticut.

“**Recycling Residue**” shall mean the Solid Waste remaining after the Recycling Facility or any Non CRRA Recycling Facility has processed recyclables.

“**Renewal Term**” shall have the meaning as set forth in Section 1.4 of the Agreement.

“**Scrap/Light Weight Metals**” shall mean scrap steel parts, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty-five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks, approved by CRRA for disposal, and cleaned and rinsed in accordance with all Applicable Laws, and any other materials deemed by CRRA in its sole discretion to be Scrap/Light Weight Metals.

“**Services**” shall mean any services provided by Contractor under the Agreement as further defined in Article 2 of the Agreement.

“**Solid Waste**” shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding semi-solid, liquid materials collected and treated in a municipal sewage system.

“**Special Waste**” shall mean materials that are suitable for delivery, at CRRA’s sole and absolute discretion, but which may require special handling and/or special approval by CTDEEP or another non-CRRA entity.

“**Standards**” shall mean the standards detailed in Section 2.1.4 herein.

“**State**” shall mean the State of Connecticut.

“**Term**” shall have the meaning set forth in Section 1.4 of the Agreement.

“**Third Party**” or “**Third Parties**” shall mean any Person who is not CRRA, the Contractor, an Affiliate, or any agent thereof.

“**Ton**” means a "short ton", or 2,000 pounds.

“**Torrington Transfer Station**” shall mean CRRA’s transfer station located at Old Dump Road in Torrington, Connecticut including its real property, buildings, and other property.

“**Transportation Fees**” shall have the meaning set forth in Section 3.1.1 of the Agreement.

“**TS Compensation**” shall have the meaning set forth in Section 3.1.1 of the Agreement.

“**Unacceptable Recyclables**” shall include

- (a) Unacceptable Waste;
- (b) Any of the following: anti-freeze containers; Asian corrugated; auto glass; books; ceramic cups and plates; clay post; clothes hangers; crystal; drinking glasses; food-contaminated pizza boxes; gravel; heat-resistant ovenware; hypodermic needles; leaded glass; light bulbs; metal in large pieces (e.g., metal pipe, lawnmower blades); mirror glass; motor oil containers; notebooks; paint cans; plastic bags; plates; porcelain; pots and pans; processed and take-out black, plastic food containers and trays; propane tanks; pyrex; screw top caps/lids, regardless of whether attached or not; stones; syringes;; tiles; waxed corrugated; and window glass;
- (c) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Recyclables as set forth in these procedures; and

- (d) Any other waste deemed by CRRA in its sole discretion to be Unacceptable Recyclables.

**“Unacceptable Waste”** shall include

- (a) Explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259,30 (1990), radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, and auto parts, liquid waste (other than liquid Solid Waste derived from food or food by-products), and hazardous substances of any type or kind (including without limitation those substances regulated under 42 U.S.C. §6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 et. 42 U.S.C. §6901 et. seq.) other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;
- (b) Any item of waste that is either smoldering or on fire;
- (c) Waste quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil;
- (d) Any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the Facilities (except for ordinary wear and tear), or be in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation;
- (e) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Solid Waste or Non-Processible Waste as set forth in these procedures; and
- (f) Any other waste deemed by CRRA in its sole discretion for any reason to be Acceptable Recyclables and/or Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by CRRA to deliver waste to any of the Facilities.

**“Uncontrollable Circumstances”** shall mean any event or condition, whether affecting the CSWS Transfer Stations, the CRRA System, CRRA or the Contractor that has, or may reasonably be expected to have, a material adverse effect on the Agreement or the CSWS

Transfer Stations if such event or condition is beyond the reasonable control, and not the result of willful or negligent action or a lack of reasonable diligence, of the party (the “Non-Performing Party”) relying thereon as a justification for not performing any obligation or complying with any condition required of such party hereunder, for delaying such performance or compliance or for an adjustment to the TS Compensation and said event or condition continues notwithstanding the Non-Performing Party’s reasonable efforts to correct or eliminate such act or event thereof and the Non-Performing Party’s best efforts to minimize the cost consequences of such act or event. The following events shall, if they meet the requirements of the preceding sentence, constitute Uncontrollable Circumstances:

- (a) an act of God, storm, flood or similar occurrence (except for weather conditions normal for the area), landslide, earthquake, fire or other casualty, an act of general arrest or restraint of government and people, civil disturbance, terrorist act or similar occurrence;
- (b) the order or judgment of any federal, state or local court, Arbitrator, Arbitration Panel, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or lack of reasonable diligence of the Non-Performing party;
- (c) a Change In Law
- (d) the failure of the jurisdiction in which the CSWS Transfer Stations are situated or the appropriate federal or state agencies or public utilities having operational jurisdiction in the area of the CSWS Transfer Stations to provide and maintain all utilities, services, sewerage and water lines to the CSWS Transfer Stations;
- (e) a failure to obtain or maintain any essential permit or license from any governmental unit related to the CSWS Transfer Stations; or
- (f) strikes, work stoppage, secondary boycotts or walkouts, provided that a strike, work stoppage, secondary boycott or walkout by the employees of the Contractor or employees of the Affiliates of the Contractor, shall not be an Uncontrollable Circumstance.

The following events shall not constitute Uncontrollable Circumstances: (i) delivery of loads of Unacceptable Waste; (ii) scale malfunctions at the Designated Transfer Station; (iii) equipment malfunctions; (iv) violations of the delivery standards; (v) trailer switch outs; (vi) tractor/trailer malfunctions; (vii) hydraulic leaks; (viii) frozen or stuck loads of waste; and (ix) highway or road shutdowns.

“WPF” shall mean CRRRA's Mid-Connecticut Waste Processing Facility located at 300 Maxim Road in Hartford, Connecticut, that consists of, but is not limited to, all buildings, structures,

foundations, equipment, conveyor materials, and improvements thereof utilized for the processing of Acceptable Solid Waste into RDF and the separation and removal of Ferrous Metals.

**“Watertown Transfer Station”** shall mean CRRA’s transfer station located at Echo Lake Road in Watertown, Connecticut including its real property, buildings, and other property.

**“Week”** shall mean each successive, seven day period during the term of the Agreement, except that the first week shall begin on the Commencement Date and end at 00:00 hours military time on the Monday immediately following the Commencement Date, and each subsequent Week shall commence on Monday at 00:00 hours military time and end at 00:00 hours military time the immediately following Monday.

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

**“Work”** shall mean, for the purposes of Section 10.17, the Services.

## **EXHIBIT B: SCOPE OF SERVICES**

### **1 SITE CUSTODY AND CONTROL UPON COMMENCEMENT**

At the Commencement Date, contractor shall assume the care, custody, and control of the Designated Transfer Station and its real property [as delineated by the particular CSWS Transfer Station legal descriptions in Exhibit E] to enable it to manage, operate, and maintain the Designated Transfer Station, subject to the limitations set forth in Section 2.1.3 herein, including but not limited to the following responsibilities: repairs and replacements to building structure damage [including floor damage] caused by Contractor or its agents, exterior and interior building maintenance, lawn cutting, shoveling, litter control, and vector control, to ensure the smooth operation and maintenance of the Designated Transfer Station such that the Designated Transfer Station, at the termination of this Agreement, is in the same condition as at the Commencement Date.

### **2 WASTE TRANSPORTATION AND TRANSFER STATION OPERATION AND MAINTENANCE SERVICES UPON COMMENCEMENT - OVERVIEW**

Upon the Commencement date, Contractor shall assume care, custody, and control of the Designated Transfer Station or stations (“Designated Transfer Station”), subject to the limitation of **Section 2.1.3** of the Agreement. Contractor shall be solely responsible for the cost and expense of providing all personnel, vehicles, fuel, materials, equipment, tools, parts, supplies, supervision, maintenance, repairs, insurance, bonds, administrative services and all other items, including and in addition to that material, equipment and property provided by CRRA, necessary to perform the Services described herein, consistent with the physical layout, loading capabilities and operational requirements of the Designated Transfer Station.

Contractor shall provide the Services in accordance with the terms of this Agreement, all existing conditions, all applicable laws and regulations, including without limit, the Connecticut Department of Energy and Environmental Protection ("CTDEEP") Permits, existing contracts, and all applicable Federal, State and local statutes, rules, regulations, permits and guidelines, and the Operations And Maintenance Plan And Safety Program Manual submitted by Contractor and approved by CRRA.

Contractor shall perform all Services in cooperation with all other parties and contractors who may be responsible for other activities performed at the Designated Transfer Stations. 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.

Contractor shall use best efforts to perform the obligations of this Agreement and to achieve all operations, maintenance and transportation requirements including, when the occasion requires, temporarily extending the hours waste is transported from the



Designated Transfer Station to the Facility, adding staff and modifying schedules, and expediting procurement and delivery of materials, equipment and vehicles.

### **3 STAFFING**

Contractor shall provide all personnel (employees, subcontractors and other personnel) necessary to properly perform its duties under this Agreement. All Contractor personnel and subcontractors shall be properly trained, equipped with the requisite safety equipment and properly licensed and certified to perform the assigned Services.

Contractor is required to have sufficient operators and drivers on duty at the Designated Transfer Station during normal operating hours to move incoming and outgoing waste trucks in a manner to ensure that Acceptable Waste is not stored longer than is acceptable pursuant to the CT DEEP Operating Permits or local zoning permit.

### **4 OPERATIONS AND MAINTENANCE PLAN AND SAFETY PROGRAM MANUAL**

As specified in Article 2.1.1 of the Agreement, as per the schedule negotiated with CRRA, prior to the Commencement Date, Contractor shall submit to CRRA an Operations And Maintenance Plan And Safety Program Manual [one document] for each Designated Transfer Station. The Operations And Maintenance Plan And Safety Program Manual shall be consistent with CRRA's Operations and Maintenance Plan as approved by the CT DEEP for the Designated Transfer Station. Any conflicts or inconsistencies that may arise between Contractor's Operations And Maintenance Plan And Safety Program Manual, the CT DEEP Permit requirements shall prevail.

The Operations And Maintenance Plan And Safety Program Manual shall describe Contractor's staffing, training, operations guidelines and parameters, job descriptions for all positions, and Contractor reporting requirements for the Designated Transfer Station. The Operations And Maintenance Plan And Safety Program Manual shall include Contractor's plan for maintaining all vehicles, all Designated Transfer Station equipment, and all facilities and grounds. The Operations And Maintenance Plan And Safety Program Manual shall also include semi-annual and annual maintenance reports, and daily, weekly, and monthly reporting responsibilities of Contractor.

The Operations And Maintenance Plan And Safety Program Manual shall describe Contractor's contingency plans for access to additional waste transportation vehicles, front-end loaders, and other pieces of major equipment when such additional vehicles and equipment is needed during periods of high waste deliveries and/or when vehicles and equipment are out of service for maintenance.

As part of Contractor's Operations And Maintenance Plan And Safety Program Manual,

Contractor shall keep as part of its records and make available to CRRA upon request, signed forms verifying that all Contractor employees and new-hires have received training in transfer station and transportation safety procedures and equipment operating procedures.

Contractor shall be responsible for managing all emergencies occurring on the Designated Transfer Station site(s) and notifying CRRA of any such emergencies pursuant to CRRA's Emergency Notification Procedures presented in **Exhibit H** of this Agreement. Such CRRA emergency notification procedures shall be incorporated into Contractor's Operation And Maintenance Plan And Safety Program Manual and may be amended from time to time. Contractor shall respond to emergencies as a key holder to all alarms and trouble conditions. The definition of "Emergency," as contemplated in this Scope of Services includes, but is not limited to, a fire, explosion, release of petroleum or hazardous substance (including tip floor water), equipment or vehicle accident, damage to buildings and other Designated Transfer Station structures, injuries to persons.

Contractor shall notify CRRA immediately of any injuries to persons and of all damage caused to any Designated Transfer Station, vehicles and equipment. Contractor shall replace CRRA property damaged due to loss, theft, abuse, or by Contractor's failure to provide adequate repairs or comply with the maintenance plan or best industry practices, or for any other reason.

The Proposer's proposed Operations And Maintenance Plan And Safety Program Manual shall be submitted to CRRA and shall be reviewed by CRRA. CRRA shall provide comments to Contractor that Contractor shall give good faith consideration for incorporation into the Operations And Maintenance Plan And Safety Program Manual.

Contractor shall advise CRRA in advance if it intends to make any material change(s) to the Operations And Maintenance Plan And Safety Program Manual.

## **5 WASTE MATERIALS MANAGEMENT**

### **5.1 Acceptable Waste and Acceptable Recyclables**

Contractor shall transport Acceptable Waste and Acceptable Recyclables from the Designated Transfer Station to only those sites designated by CRRA. Unless otherwise directed by CRRA, all Acceptable Waste transported by Contractor shall be disposed of at the WPF.

Contractor shall also transport Acceptable Recyclables from the Designated Transfer Station to a CRRA designated site. The Recycling Facility is expected to serve as the primary Acceptable Recyclables facility. Acceptable Recyclables initially included in the Scope of Services will consist of single-stream recyclables including:

Waste Transportation and Transfer Station Operation and Maintenance Services  
Form of Agreement Exhibit B

- 1) Newspaper, mixed paper and cardboard;
- 2) Mixed Commingled Containers consisting of bottles/cans/plastic;
- 3) Junk mail; and
- 4) Any item listed in the Procedures.

At its sole discretion, CRRA may identify additional waste streams or items that must be accepted for receipt and handling at the Designated Transfer Station.

When transporting the Acceptable Waste, Acceptable Recyclables, Non-Processible Waste and other materials, Contractor drivers shall use only major highways and roadways and shall not transport materials over secondary roads or residential streets.

Contractor shall perform waste management services, including but not limited to, the following:

- Accepting and managing all Acceptable Waste and Acceptable Recyclables received at the Designated Transfer Station;
- Maintaining regular communications with CRRA scale/enforcement personnel regarding the delivery of Unacceptable Waste so that CRRA may issue Notices of Violations to haulers as appropriate;
- Moving, pushing, and stacking Acceptable Waste on the Designated Transfer Station tip floor;
- Transporting stockpiled/stored Acceptable Waste using a first-in/first out protocol;
- Ensuring that Acceptable Waste never extends past the Designated Transfer Station receiving doors;
- Directing all arriving waste delivery vehicles in and out of the Designated Transfer Station doors;
- Directing Acceptable Recyclables for deposit into the appropriate containers;
- Clearing tipped waste away from the bay doors as quickly as possible to minimize hauler/vehicle wait times;
- When directed by CRRA, if the Mid-Connecticut RRF is in a diversion situation, reloading Acceptable Waste into vehicles owned or leased by CRRA's Diversion Contractor
- Reloading Acceptable Waste into Contractor owned or leased vehicles for the transportation of Acceptable Waste to the WPF.
- When needed, moving and staging on the Designated Transfer Station tipping floor filled trailers to prevent freezing during the winter months and/or to minimize odors;
- Assisting haulers with the removal of frozen loads from their vehicles when on the Designated Transfer Station tipping floor;

- When needed, assist in reloading rejected items back onto the vehicle of the hauler that delivered the rejected item.
- Performing necessary activities to prevent odors from emanating from the Designated Transfer Station, including tip floor and grounds sweeping activities and closing and securing all doors at the conclusion of transportation activities each day;
- Make best efforts to transport all Acceptable Waste and Acceptable Recyclables to the designated disposal site the same day received; and
- Cleaning all trailers after each delivery of Acceptable Waste and Acceptable Recyclables to the designated disposal site.
- When directed by CRRA, if the Mid-Connecticut RRF is in a diversion situation, reloading Acceptable Waste into vehicles owned or leased by CRRA's Diversion Contractor;
- Reloading Acceptable Waste into Contractor owned or leased vehicles for the transportation of Acceptable Waste to the WPF;
- When needed, moving and staging on the Designated Transfer Station tipping floor filled trailers to prevent freezing during the winter months and/or to minimize odors;
- Assisting haulers with the removal of frozen loads from their vehicles when on the Designated Transfer Station tipping floor;
- When needed, assist in reloading rejected items back onto the vehicle of the hauler that delivered the rejected item.
- Performing necessary activities to prevent odors from emanating from the Designated Transfer Station, including tip floor and grounds sweeping activities and closing and securing all doors at the conclusion of transportation activities each day;
- Make best efforts to transport all Acceptable Waste and Acceptable Recyclables to the designated disposal site the same day received; and
- Cleaning all trailers after each delivery of Acceptable Waste and Acceptable Recyclables to the designated disposal site.

Acceptable Waste and Acceptable Recyclables shall not be stored at the Designated Transfer Station for a period that conflicts with the Designated Transfer Station CTDEEP Operating Permits.

## **5.2 Non-Processible/Bulky Waste, Special Waste and Unacceptable Waste Management**

Contractor shall use best efforts to remove all Unacceptable Waste and Non-Processible Waste from the incoming waste stream. For Unacceptable Waste or Non-Processible Waste received from delivery vehicles rejected by Contractor, Contractor shall use best efforts to return such material to the hauler responsible for delivering it to the Designated Transfer Station. If the material cannot reasonably be returned to the delivering party, Contractor shall re-load the rejected waste onto Contractor-provided containers for transport and disposal by

Contractor. The Contractor's selected disposal site shall be properly permitted for the disposal of such Non-Processible and Unacceptable Waste. CRRA shall pre-approve the Contractor's selected disposal site.

Contractor shall promptly notify CRRA scale/enforcement personnel of all deliveries of Unacceptable Waste and Special Waste received. CRRA scale/enforcement personnel shall be responsible for issuing Notices of Violation to haulers who deliver Unacceptable Waste and other forms of non-permitted waste received at the Designated Transfer Station.

At Torrington and Watertown, Contractor shall separate from the incoming waste stream any propane, acetylene and any other compressed gas tanks. Paragraph 9.c of the solid waste permit to operate 1430666-PO, which governs operation of the Torrington Transfer Station, entitled *Storage of Scrap Metal*, , and Paragraph 10.b of the solid waste permit to operate 1530867-PO, which governs operation of the Watertown Transfer Station, titled *Storage of Scrap Metal*, prescribes the management standards for storing propane tanks which have had their valves removed. The management standards in the Watertown Transfer Station shall apply and be implemented at the Essex Transfer Station unless and until the Essex Transfer Station permit-to-operate is renewed and specific language governing scrap metal is incorporated into the permit-to-operate.

Contractor shall ensure that all propane and other compressed gas tanks that arrive at the Designated Transfer Station that are known to be empty have their valves removed immediately and are subsequently stored as scrap metal in accordance with the Designated Transfer Station Permit and the Contractor's Operations And Maintenance Plan And Safety Program Manual. In the event that a discarded propane or other compressed gas tank arrives at the Designated Transfer Station **not empty**, and the cylinder cannot be returned to the party which delivered the cylinder, Contractor must store the cylinder in a safe place at the Designated Transfer Station, secured in an upright manner, and otherwise stored properly and in conformance with governing regulations pending shipment off-site to a facility that is licensed and equipped to safely and compliantly remove the contents of the cylinder. Contractor shall be responsible for the selection of the licensed facility to handle the cylinders and for the transportation of the cylinders to the facility. CRRA shall pre-approve the use of any facility Contractor selects to handle the compressed gas cylinders.

### **5.3 Loading Operations**

Contractor shall ensure that a sufficient number of tractors, trailers, and containers are available at all times for the transportation and disposal of Acceptable Waste, Acceptable Recyclables, Non-Processible/Bulky Waste, Special Waste and Unacceptable Waste.

When a trailer becomes full, Contractor shall immediately remove such trailer from

the loading area, and cover such trailer with a tarp. Once the full trailer is removed, the Contractor shall immediately place an empty trailer on the loading site throughout the hours of operation, and as long as Acceptable Waste and Acceptable Recyclables remain at the Designated Transfer Station.

#### **5.4 Tractor and Trailer Length**

In the performance of the services herein, the Contractor shall use tractors and trailers that when used in combination will not exceed the length of the outbound scale (approximately sixty (60) feet).

#### **5.5 Inspections and Enforcement**

Acceptable Waste and Acceptable Recyclables delivered to the Designated Transfer Station must conform to the provisions of the Procedures. See **Exhibit L**, attached hereto and made a part hereof. Contractor shall operate the Designated Transfer Station in a manner that conforms to the provisions of the Procedures.

Contractor and CRRA shall inspect waste and recyclables delivered to the Designated Transfer Station to determine compliance with the delivery standards contained in the Procedures. CRRA shall have sole responsibility for issuing notices of violation (NOVs) and fines for the delivery of Non-Acceptable Waste. Contractor shall cooperate with and assist CRRA in those activities.

Contractor shall use best efforts to reject all non-conforming recyclables and/or waste in the incoming waste stream. For non-conforming recyclables and/or waste hauled to the Designated Transfer Station that is rejected, Contractor shall reload the rejected recyclables and/or waste, have it removed from the transfer stations and disposed at a permitted site approved by CRRA. CRRA shall issue a Notice of Violation (“NOV”) to all Haulers that deliver non-conforming recyclables and/or waste to the Designated Transfer Station on CRRA forms.

CRRA shall have the sole responsibility to enforce all provisions of the Municipal Service Agreements and Hauler Agreements against the municipalities and haulers, and CRRA shall exercise its enforcement powers against the municipalities and haulers at CRRA’s sole and absolute discretion.

### **6 ROLLING STOCK MANAGEMENT**

Contractor shall be responsible for providing, operating and maintaining all rolling stock which may include, but not be limited to, tractors, trailers, roll-off trucks and boxes, front-end loaders, skid loaders, sweepers, Contractor’s Rolling Stock Equipment, and all other Contractor-owned and/or leased vehicles and equipment. If Contractor requires different, additional, or replacement vehicles or equipment at any time during the term of the Agreement, such different, additional and replacement vehicles or equipment shall be purchased or leased by Contractor at its sole cost and expense.

Contractor will ensure that all rolling stock used in the performance of the Service are of a sufficient design and properly maintained in order to prevent leakage of any contents thereof.

## **7 PARTS AND SUPPLIES**

Contractor shall maintain an inventory or a source thereof, of consumable supplies required for the operation and maintenance of the Designated Transfer Stations.

Contractor shall provide spare parts and back-up or replacement items as needed to assure continuous operation of all aspects of the Designated Transfer Station at all times as required to meet the operational requirements of the Designated Transfer Station.

Contractor shall also maintain an inventory of spare equipment or a source thereof, and miscellaneous equipment and spare parts for the maintenance of all mobile equipment. Such items shall include, but not be limited to, filters, hoses, cables, pumps, belts, spare tires, tracks, and mechanical parts as needed to keep all equipment maintained per the specifications and in good operating condition at all times. When mobile equipment is inoperable because of major or unscheduled maintenance for extended periods, Contractor shall provide necessary repairs, replacement or backup equipment as needed to minimize any disruption to normal operations of the Designated Transfer Station.

## **8 HOURS OF OPERATION**

Currently the Designated Transfer Station scale hours of operation are:

Essex Transfer Station: Monday through Friday to accept Acceptable Waste and Acceptable Recyclables deliveries between 6:00am to 2:30pm. The Designated Transfer Stations shall be closed on the following holidays; New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas, but will be open from 6:00am to 2:30pm the Saturday following each of those holidays. The Contractor shall observe the hours of operation noted by CRRA.

Torrington Transfer Station: Monday through Friday to accept Acceptable Waste and Acceptable Recyclables deliveries between 6:00am to 2:30pm. The Designated Transfer Stations shall be closed on the following holidays; New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas, but will be open from 6:00am to 2:30pm the Saturday following each of those holidays. The Contractor shall observe the hours of operation noted by CRRA.

Watertown Transfer Station: Monday through Saturday to accept Acceptable Waste and Acceptable Recyclables deliveries between 6:00am to 2:30pm. The Designated Transfer Stations shall be closed on the following holidays; New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas, but will be open from 6:00am to 2:30pm the Saturday following each of those holidays. The Contractor shall observe the hours of operation noted by CRRA.

Contractor will use best efforts to accommodate the needs and requests of CRRA to expand delivery schedules beyond the above days and hours which requests result from high waste inventories, special events, adverse weather conditions, natural disasters, strikes or other emergency conditions disrupting the normal Acceptable Waste and Acceptable Recyclables collection schedule.

## **9 MAINTENANCE REQUIREMENTS**

Contractor shall maintain the Designated Transfer Station in the same condition as of the Commencement Date, and shall perform all work, repairs or replacement of any vehicles, equipment, facilities, improvements or other items at the Designated Transfer Station in accordance with the same or greater specifications of materials, equipment replacement, parts, supplies, and other components as of the Commencement Date.

Contractor shall maintain and repair all CRRA property, vehicles and equipment, in accordance with operating permits, standard industry practices, manufacturers' standards and warranties, and the Operation and Maintenance Plan developed by the Contractor and approved by CRRA. Contractor shall maintain accurate and complete records of all such maintenance and repair activities performed and shall make such records available to CRRA for inspection and audit with reasonable advance notice.

CRRA reserves the right to require the Contractor to perform capital and/or operating improvements or services not otherwise included in the Scope of Service. In such events, the Contractor shall be entitled to reasonable compensation for such additional improvements or service. The Contractor may not alter or modify any facilities without the written approval of CRRA. In reviewing any such request for approval, CRRA reserves the right to deny any such approval for any reason. CRRA reserves the right to perform capital and/or operating improvements or services at any Designated Transfer Station on its own behalf.

CRRA shall have the right to review and approve any and all repairs and replacements necessary in the performance of Services hereunder.

Contractor shall use best efforts to maintain all Designated Transfer Station structures, equipment and grounds, including when necessary, temporarily extending maintenance hours, adding staff and modifying schedules, and expediting procurement and delivery of equipment all at its own cost.

Contractor shall perform all daily maintenance on the Designated Transfer Stations and waste transport vehicles to ensure they are in good and operable condition at all times.

Contractor shall replace any property found to be damaged due to loss, theft, abuse or due to the Contractor's failure to provide adequate repairs or to comply with the maintenance plan Contractor provides as part of its Operation And Maintenance Plan And Safety Program Manual.



Contractor shall be responsible for all items related to maintenance and repair (except for those items listed in **Section 2.2** of the Agreement), including but not limited to the following:

## **9.1 GROUNDS**

- (a) Maintain pavements and roadways, including pothole and pavement cracking repair and replacement as needed.
- (b) Daily sweeping of site pavement, and street sweeping (at a minimum) once annually.
- (c) Paint traffic markings and speed bumps.
- (d) Maintain and replace as needed all site signage and safety markings, including stop signs, speed limit signs, and warning signs.
- (e) Maintain and clean swales including the removal of sediment on an as needed basis.
- (f) Maintain sediment ponds on an as needed basis.
- (g) Maintain, repair and replace site lighting, perimeter fencing and gates, bollards, and guard rails.
- (h) Contractor shall perform all grounds maintenance such as lawn mowing, and lawn and weed trimming and snow plowing and removal. Contractor shall be responsible for hand shoveling snow on and around the Designated Transfer Station scale as needed as well as hand shoveling other areas such as pedestrian walkways that can not be properly cleared with a snow plow.
- (i) Contractor shall remove litter and debris daily from the Designated Transfer Station property and adjoining property and roadways. Contractor shall incorporate into its Operation And Maintenance Plan And Safety Program Manual a plan describing how Contractor will control and eliminate litter on and adjacent to the Designated Transfer Station.
- (j) Contractor shall clean-up all spillage of incoming or outgoing waste and recyclables.
- (k) Contractor shall keep the Designated Transfer Station drains, trenches, sewer grates, traps, and gutters clean and free of debris.

- (l) Contractor shall maintain, at all times, a contract with a licensed pest control company for on-going extermination services for the Designated Transfer Station.

## **9.2 Fire Alarm and Heat Detectors and Other Safety Devices**

- (a) Maintain and repair radiation detectors. Radiation detectors shall be tested monthly. During the first week of January of each calendar year, CRRA shall perform a full annual test, inspection and calibration of the radiation detector and report to CRRA the results of such annual testing, inspection and calibration using Form No. 2.
- (b) Maintain fire alarms and heat detectors including inspection and testing of such equipment at least twice annually and reporting to CRRA the results of such testing and inspections.
- (c) Perform monthly inspections of the fire extinguishers and replace faulty extinguishers on an as needed basis. Such monthly inspections shall document the following written checklist items signed and dated by the Contractor employee performing the inspection:
  - (1) Identification number of the fire extinguisher, verify that it is there, properly mounted and accessible;
  - (2) Pin is sealed with plastic tie;
  - (3) Gauge is reading in the green area of the dial (correct pressure);
  - (4) Nozzle is not plugged;
  - (5) Extinguisher does not exhibit any signs of physical damage; and
  - (6) Employee performing inspection initials the inspection tag and dates it;.

## **9.3 Structures and Scales**

### **10 Maintain building exteriors (including the scale house exterior) including metal siding repair, masonry repair, repainting as needed (including the removal of graffiti);**

- (a) Repair hopper and maintain structural integrity of hopper.
- (b) Maintain and repair the overhead doors. Overhead doors are to be operational at all times.
- (c) Cleaning of the scale house scale including the power washing of the scale and understructure, as needed but at least twice per year, scale pit cleaning and maintenance of the pit drainage system, hand shoveling of snow on

and around the scale, keeping the scales from freezing, and replacement as needed of the rubber gasket (T-rubber stripping) to prevent intrusion of excessive amounts of debris in the scale pit.

- (d) Maintain and repair the load-out scales located inside the Designated Transfer Station;

Should Contractor fail to perform any of the required repair and maintenance activities associated with the Designated Transfer Station, CRRA reserves the right to have such repair and maintenance activities performed and to set-off the O&M Fees owed to Contractor for the costs associated with such CRRA arranged repairs and maintenance.

## **11 ENVIRONMENTAL SERVICES AND RECORDKEEPING**

Contractor shall perform and document environmental inspections and maintain records associated with the stormwater discharge permits. Contractor shall also be responsible for daily, weekly, and monthly storm water inspections, and documentation of such inspections as prescribed in the Storm Water Pollution Prevention Plan (“SPPP”) associated with each Designated Transfer Station. Contractor shall be responsible for implementing the Best Management Practices (“BMP”) prescribed in the SPPP, including, but not limited to, appropriate housekeeping and preventative maintenance activities. CRRA shall be responsible for the semi-annual Comprehensive Site Compliance Evaluation (“CSCE”) and all stormwater discharge monitoring activities (i.e., sampling and analysis of stormwater outfalls in accordance with the SPPP). Contractor shall participate in CSCE’s with CRRA, and shall implement, as necessary, any and all corrective action recommendations that result from each CSCE.

Contractor shall ensure that the tanks, high level alarm systems, catch basins and other stormwater and wastewater conveyance equipment and structures listed in **Tables 1 – 4** below are properly maintained. Necessary maintenance tasks include, but are not limited to, the following: removal of accumulated liquids, sludge, and solids on a periodic basis, and at a frequency so as to prevent releases to the environment, impact to stormwater quality, or illegal discharges. Regular (daily to weekly) cleaning of interior floor drains and collection trenches is required to ensure that all drains remain free flowing. Contractor shall ensure that all liquids, sludge or solids that are generated from these activities are transported to a properly licensed disposal facility, approved in advance by CRRA. *Contractor is to assume all Waste Streams are Non-RCRA Hazardous Waste and Non-DOT Regulated.*

The number of tank pump-outs, tank cleanings, and sump cleanings, and the approximate quantities presented in Tables 1 – 4 below are estimates based on historic data. CRRA makes no warranty or representation that these estimates accurately reflect future quantities of such materials, or frequency of tasks or cleaning requirements at the Designated Transfer Stations. Quantities generated in the future, and the necessary frequency of these tasks, may be more or less than the amounts presented in Tables 1 – 3. Contractor shall be responsible for regularly monitoring the various tanks, sumps and

catch basins and performing all tasks as often as necessary to maintain compliance with the SPPP, and to prevent overfills, regardless of the quantity of materials generated, or frequency of tank maintenance activity necessary.

<b>TABLE 1</b>	
<b>Essex Transfer Station</b>	
<b>Summary of Tanks and Discharge Maintenance</b>	
<b>Domestic Sewage Discharge</b>	One 1,000 gallon domestic sewage tank which discharges to a leaching gallery. Domestic sewage tank pump-out: one time per year, 1,000 gallons per pump-out.
<b>Tip-Floor Drain Discharge</b>	One 5,000 gallon tank with a high-level alarm.  Liquids: Approximately 48,000 gallons are pumped out each year. This amount may be more or less. Twelve (12) pump-outs per year.  Solids: Two cleanouts per year; approximately 2,000 gallons per cleanout.
<b>Oil/Water, Sediment Separators</b>	One 1,000 gallon tank (oil/water sediment chamber). Clean a minimum of twice annually, as follows:  Remove all floatables, water, and settled solids from the separator with a vacuum truck, and ship off-site for proper disposal, minimum of two times per year, 1,000 gallons each cleanout. Re-fill oil/water separator with clean water from on-site tap.
<b>Catch Basin Sumps</b>	Eight (8) catch basin sumps. Remove grit accumulations. Two (2) cleanouts per year; approximately 100 gallons per sump, per cleanout.

**TABLE 2**

**Torrington Transfer Station  
Summary of Tanks and Discharge Maintenance**

<b>Domestic Sewage Discharge</b>	One 1,250 gallon domestic sewage tank which discharges to a leaching gallery. Domestic sewage tank pump-out: one time per year, 1,250 gallons per pump-out.
<b>Tip-Floor Drain Discharge</b>	One 5,000 gallon tank with a high-level alarm.  Liquids: Approximately 40,000 gallons per year. This amount may be more or less. Ten (10) pump-outs per year.  Solids: Two cleanouts per year; approximately 2,000 gallons per cleanout.
<b>Oil/Water, Sediment Separators</b>	Two 5,000 gallon tanks (oil/water sediment chambers). Clean a minimum of twice annually, as follows:  Remove all floatables, water, and settled solids from the separator with a vacuum truck, and ship off-site for proper disposal, minimum of two times per year, 5,000 gallons each cleanout, per tank (10,000 gallons each clean-out for both tanks). Refill oil/water separator with clean water from on-site tap.
<b>Catch Basin Sumps</b>	Six (6) catch basin sumps. Remove grit accumulations. Two (2) cleanouts per year; approximately 100 gallons per sump, per cleanout.

<b>TABLE 3</b>	
<b>Watertown Transfer Station</b>	
<b>Summary of Tanks and Discharge Maintenance</b>	
<b>Domestic Sewage Discharge</b>	One 2,500 gallon domestic sewage holding tank with high-level alarm. Domestic sewage tank pump-out, twelve (12) times per year, 2,500 gallons per pump-out.
<b>Tip-Floor Drain Discharge</b>	One 5,000 gallon tank with a high-level alarm.  Liquids: Approximately 20,000 gallons per year. This amount may be more or less. Four (4) pump-outs per year.  Solids: Two cleanouts per year; approximately 2,000 gallons per cleanout.
<b>Oil/Water, Sediment Separators</b>	None
<b>Catch Basin Sumps</b>	Five (5) catch basin sumps. Remove grit accumulations. A minimum of four (4) cleanouts per year; approximately 100 gallons per sump, per cleanout.

## **12 VEHICLE PERMITTING**

Pursuant to the Procedures, all Contractor trucks, trailers, and containers used in the transportation of any waste stream shall be properly permitted to enter CRRA's waste disposal facilities.

## **13 PORTABLE RESTROOM FACILITY**

Contractor shall rent and clean and maintain a portable restroom for the Designated Transfer Station and cause such restroom to be available for use by the haulers who tip waste at the Designated Transfer Station.

## **14 SECURITY**

Contractor shall be responsible for Designated Transfer Station site security which may include, but not be limited to, engaging alarm systems and securing the property daily by closing and locking Designated Transfer Station doors and entry gates.

## **15 UTILITIES**

Contractor shall be responsible for the costs associated with electric, water, and sewer

services at the Designated Transfer Station. CRRA shall be responsible for the telephone service charges as utilized by CRRA. If the Contractor requires a telephone line for the operation of any Contractor equipment, the Contractor is responsible for the cost of a separate telephone line, including all monthly charges, initial installation charges, and all other applicable costs and fees.

## **16 CONTRACTOR'S CONTINUING RESPONSIBILITY**

Operational failure of the Contractor's equipment, labor strikes affecting Contractor's performance of the Services, or any other cause will not release the Contractor of its responsibility to accept and load Acceptable Waste and Acceptable Recyclables during the term of the Agreement on a continual basis. All costs involved in complying with this requirement shall be the Contractor's responsibility.

## **17 CRRA ACCESS**

CRRA reserves the right to enter the premises of any Designated Transfer Stations at any time for any purpose.

## **18 ROAD SAFETY**

Contractor is solely responsible for any violations of any State of Connecticut or municipal traffic laws or regulations, including without limitation, violations due to the Contractor's failure to provide adequate insurance, safety equipment, or repairs, and maintenance to such vehicles and equipment.

## **19 SCALES**

Contractor or its authorized representative shall have the right, at the Contractor's sole expense, to test the accuracy of the scales at the Designated Transfer Station, provided that such tests are at reasonable times and follow prior written notice.

If the Designated Transfer Station scale becomes inoperable, CRRA shall estimate the quantity of Acceptable Waste and Acceptable Recyclables delivered to the Designated Transfer Station using stored vehicle tare weights and will keep records of such estimates. Such estimates will take the place of actual weight records during any scale outage.

## **20 CUSTOMER CARE**

CRRA and its employees are dedicated to providing its customers with excellent service. Contractor and its employees shall adhere to the same high standard of customer service. Contractor and its employees shall treat all CRRA customers delivering waste and recyclables to the Designated Transfer Station with the highest level of professionalism and courtesy. Customer complaints received by Contractor or its employees shall be forwarded to CRRA's Field Manager promptly but in no event later than within twenty-four hours. Contractor shall take appropriate disciplinary action, including termination,

for any of its employees that fail to adhere to the highest level of customer service.

Contractor shall not give any preferential treatment to any hauler.

## **21 OTHER ACTIVITIES**

Contractor shall not conduct, or allow others to conduct, any activity at the Designated Transfer Station not specifically approved and authorized by CRRA in writing.

Contractor shall not use CRRA's property and/or structures for any other activity unrelated to Contractor's obligations to perform the Services under this Agreement.



## **EXHIBIT C: COMPENSATION SCHEDULE**

Note: The Compensation Schedule will be added to the Final Agreement included in the final agreement will be based upon the Contractor's Price and Payment Rate Schedule Form as such was submitted with their Proposal.

## **EXHIBIT D**

# **EQUIPMENT PLAN**

Note: The Equipment Plan, as specified in Article 2.1.1 of the Agreement will be added to the Final Agreement upon completion.

## PERFORMANCE BOND

CONTRACTOR (Name and Address):

SURETY (Name and Principal  
Place of Business):

OWNER (Name and Address):

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6th<sup>th</sup> Floor  
Hartford, Connecticut 06103

### **AGREEMENT FOR WASTE TRANSPORTATION AND TRANSFER STATION OPERATION AND MAINTENANCE SERVICES**

Date:

Amount:

Description (Name and Location):

Name of Designated Transfer Station  
Address of Designated Transfer Station  
City of Designated Transfer Station, Connecticut, Zip Code

BOND: Performance

Date:

Amount:

### **TERMS AND CONDITIONS**

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 **AGREEMENT FOR WASTE TRANSPORTATION AND TRANSFER STATION OPERATION AND MAINTENANCE SERVICES** (the "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.

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 acceptable to the Owner; 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 acceptable to the Owner 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 therefore to the Owner; or

4.4.2. Deny liability in whole or in part and notify the Owner citing reasons therefore.

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, as well as additional legal and delay costs 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 as defined in the Agreement 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.

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. 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.

12.2. 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.

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_

Company:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its

Its



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 [Contractor\_name], 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]



## EXHIBIT F

### PROPERTY DESCRIPTIONS

The following documents are included herein this Exhibit F

***[NOTE: CRRRA will modify this exhibit in any final agreement to include those properties for which a successful Proposer has been awarded.]***

- Exhibit F1A: Legal Description of Essex Transfer Station
- Exhibit F1B: Legal Description of Torrington Transfer Station
- Exhibit F1C: Legal Description of Watertown Transfer Station
- Exhibit F2: Reserved for Transfer Station Diagrams

**ESSEX TRANSFER STATION  
BOUNDARIES DESCRIPTION**

A certain piece or parcel of land together with all appurtenances thereto situated in the Town of Essex, County of Middlesex and State of Connecticut and being shown and designated on a certain map or plan entitled "CONNECTICUT RESOURCES RECOVERY AUTHORITY ESSEX RECYCLING TRANSFER STATION ESSEX, CONN. Date 3-3-93 SITE LAYOUT PLAN SCALE 1" = 40'-0" Project NO. 93-0004-05 REV 1 DATE 3-18-93 Leach Field Removal Holding Tank Inclusive, REV 2 DATE 4-1-93 Issued for Bid, REV 3 10-15-93 Issued for Construct. (Wall Coordinate) REV 4 DATE 12-13-93 Property Line Meets & Bounds, REV 5 DATE 7-14-95 AS-BUILT, SHEET NO. C-1" (the "Map"), which Map will be recorded on the Land Records of the Town of Essex, Connecticut. Said piece or parcel of land is more particularly bounded and described as flows:

Commencing at a point in the northerly street line of Dump Road, as shown on the Map, which point marks the southern most point of the premises herein described; Thence running N 23° 48' 33 E, a distance of 222.00 feet to a point ; Thence running N 11° 11' 27" W, a distance of 175 .00 feet to a point; Thence running N 48° 42' 41" W, a distance of 258.69 feet to a point; Thence running N 73° 48' 37" W, a distance of 145.03 feet to a point, which point marks the northern most point of the premises herein described; Thence running S 48° 45' 01" W, a distance of 56.95 feet to a point; Thence running S 10° 41' 22" W, a distance of 135.62 feet to a point marked by an iron pin, as shown on the Map; Thence running S 73° 48' 37" E, a distance of 92.23 feet to a point; Thence S 26° 11' 23" W, a distance of 245.00 feet to a point; Thence running S 08° 48' 37" E, a distance of 35.00 feet to a point; Thence running S 65° 18' 37 E, a distance of 235.55 feet to a point; Thence running Southeasterly along the arc of a curve to the left having a radius of 360.00 feet and a central angle of 15° 52' 50", a distance of 99.78 feet to a point in the northerly street line of Dump Road, as shown on the Map; Thence running S 81° 11' 27" E along the northerly street line of Dump Road, as shown on the Map, a distance of 51.52 feet to the point and place of beginning.

TOGETHER WITH any and all rights of way and easements as of record appear, including a certain right of way being shown and designated as "Right-of-Way To Be Acquired From The Town Of Essex" on a certain map or plan entitled "LAND TO BE ACQUIRED BY Connecticut Resources Recovery Authority From The Town of Essex DATE 10-8-86 FLD. BK. 463 PROJECT 85-253A SCALE: HOR. 1 IN. = 40 FT. FUSS & O'NEILL inc. consulting engineers, MANCHESTER, CONNECTICUT SHEET NO. 1 OF 1", which map or plan is recorded on the Land Records of the Town of Essex, Connecticut.

## **TORRINGTON TRANSFER STATION BOUNDARIES DESCRIPTION**

Those certain pieces of parcels of land located in the City of Torrington, County of Litchfield and State of Connecticut designated as AREA = 4.00 Ac and EASEMENT TO BE GRANTED TO CRRA AREA = 0.25 Ac on a map entitled "Land To Be Acquired by CONNECTIUCT RESOURCE RECOVERY AUTHORITY FROM TORRINGTON LAND ASSOCIATED, INC. Torrington, Connecticut Scale 1" = 40' Date July 1986 Sheet No. 1 of 1 Revisions 11-7-86 Easement Line Revision", and together being more particularly bounded and described as follows:

Commencing at an iron pin located in the general westerly line of land now or formerly of the New York, New Haven & Hartford Rail road, which iron pin marks the northeasterly corner of the premises herein conveyed and the southeasterly corner of land now or formerly of Hillside Cemetery Association; Thence along land now or formerly of said Railroad by an arc of a curve to the right, having a radius of 752.77 feet, a distance of 72.77 feet to a point; Thence S 33° 8' 24" W along land now or formerly of said Railroad, a distance of 168.63 feet to a point; Thence by an arc of a curve to the left having a radius of 1047.50 feet along land now or formerly of said Railroad, a distance of 467.93 feet to a point; Thence S 7° 32' 44" W along land now or formerly of said Railroad, a distance of 482.86 feet to an iron pin; Thence N 62° 41' 51" W along land now or formerly of the City of Torrington, a distance of 95.00 feet to a point; Thence N 7° 32' 44" E along land now or formerly of Torrington Land Associates Inc., a distance of 342.00 feet to a point; Thence N 22° 27' 16" W along land now or formerly of Torrington Land Associates, Inc. a distance of 200.97 feet to a point; Thence N 12° 51' 27" E along land now or formerly of Torrington Land Associates, Inc., a distance of 500.00 feet to a point; Thence N 80° 12' 15" E along land now or formerly of Hillside Cemetery Association, a distance of 364.00 feet to the point and place of beginning.

Subject to, expressly reserving to Torrington Land Associates, Inc., its successors and assigns forever, a full, perpetual and permanent right of way for all purposes for which a public highway might be used and a full, perpetual and permanent easement for the construction, installation, maintenance and repair of water and sewer lines and related facilities and other utilities over, under, upon, within and through the parcel designated as EASEMENT TO BE GRANTED TO CRRA AREA = 0.25 Ac on the above map or plan, all in common with the owner of the fee title. Said reserved easement area is more particularly bounded and described as follows:

Commencing at an iron pin located in the general westerly line of land now or formerly of the New York, New Haven & Hartford Railroad, which iron pin marks the northeast corner of land now or formerly of the City of Torrington and the southeast corner of the reserved easement area; Thence N 62° 41' 51" W along land now or formerly of the City of Torrington, a distance of 95.00 feet to a point; Thence N 7° 32' 44" E along land now or formerly of Torrington Land Associates, Inc. a distance of 121.80 feet to a point; Thence S 62° 41' 51" E along land now or formerly of Connecticut Resources Recovery Authority, a distance of 95.00 feet to a point; Thence N 7° 32' 44" W along land now or formerly of the New York, New Haven & Hartford Railroad a distance of 121.80 feet to a point and place of beginning.

Subject also to a right of way as of records appears.

Being a portion of the premises conveyed to Torrington Land Associates, Inc. by Deed recorded in the Torrington Land Records in Volume 385, Page 963.

**WATERTOWN TRANSFER STATION  
BOUNDARIES DESCRIPTION**

That certain piece or parcel of land with any improvements located thereon, situated in the Town of Watertown, County of Litchfield and State of Connecticut on the westerly side of Echo Lake Road and shown on a map entitled "BOUNDARY SURVEY FOR CRRA ECHO LAKE ROAD, WATERTOWN, CONNECTICUT SCALE 1" = 40 FT. DATE 4/27/90 Sheet 1 of 1 FUSS & O'NEILL INC. CONSULTING ENGINEERS, MANCHESTER, CONNECTICUT". Certified substantially correct by Lawrence R. Geissler Jr. Land Surveyor 5/18/90. Said parcel is more particularly bounded and described as follows: beginning at a point which point marks the northeasterly corner of the herein described parcel on the westerly street line on Echo Lake Road and the southeasterly corner of land now or formerly of Connecticut Light and Power Company; thence S 24° 15' 15" W along the westerly street line of Echo Lake Road , 743.35 feet to a point; thence N 65° 44' 45" W, 4.88 feet to a point; thence S 24° 15' 15" W, 0.51 feet to a point ; thence along a curve to the right having a radius of 477.82 feet, a distance of 35 feet to a point; thence N 72° 07' 11" W along land now or formerly of Industrial Development Group, 395 feet to a point; thence N 1° 14' 55" W along land now or formerly of Industrial Development Group, 765 feet to a point; thence S 76° 02' 18" E, 740 feet along land now or formerly of Connecticut Light and Power Company to the point or place of beginning.



**TOTAL AREA = 9.827 ACRES**  
**426,080 SQ. FT.**  
 INCLUDING PARCEL TO  
 BE ACQUIRED FROM  
 C.L. & P.  
 V562 P. 145  
 V559 P. 350  
 V562 P. 309  
 V557 P. 84



I hereby declare that this map is substantially correct. This map and survey were prepared in accordance with the standards of a Class A<sub>2</sub> survey as defined in the "Recommended Standards for Surveys and Maps in the State of Connecticut" as prepared and adopted by the Connecticut Association of Land Surveyors on September 13, 1992.  
 LAWRENCE R. GESLER, JR., L.S. # 2827  
 No certification is expressed or implied unless this map bears the original signature and embossed seal of the above named land surveyor.  
 5/16/92

REVISION	DATE	BY	DATE
A	4-27-92	CGS	4-27-92
B	4-27-92	CGS	4-27-92
C	4-27-92	CGS	4-27-92

**FO FUSS & O'NEILL**  
 Consulting Engineers  
 MANCHESTER, CONNECTICUT

**BOUNDARY SURVEY FOR**  
**CRRA**

ECHO LAKE ROAD WATER TOWN CONNECTICUT  
 PROJECT FID. BK. DATE  
 69-257 439/643 4/27/90  
 SCALE: HOR. 1" = 40' FT. VERT. 1" = 40' FT.  
 SHEET NO. 1 OF 1

**NOTES:**  
 1) C.G.S. COORDINATES BASED ON MEASUREMENTS FROM CONN. DOT RANDOM POINT NETWORK, 1983, POINT # 1401/P-495. C-1499, N 264°28'17.2" E 514'520.52". SEE MAP REFERENCE #6.

- MAP REFERENCE:**
- "LAND NIF OF THE ESTATE OF ANTHONY DELIA AND OF OTHERS, WATER TOWN, CONN. 1" = 100' DATE 7/9/73 BY FRANCIS A. PAUL, PROJECT #75-79.
  - "FROST BRIDGE 5/5 - CARMEL HILL 5/5 115 KV LINE PLAN & PROFILE, BY FOR NORTHEAST UTILITIES SERVICE CO. FOR COMPANY DATED 11-11-72 SCALE 1" = 200'; DWG NO. 01063-10002, SHEET 11 OF 11.
  - "MAP SHOWING LAND AND RIGHTS ACQUIRED FROM INDUSTRIAL DEVELOPMENT GROUP BY CONNECTICUT RESOURCE RECOVERY AUTHORITY, TOWN OF WATER TOWN, SCALE 1" = 40', DATE 6-9-86.
  - "MAP SHOWING LAND AND RIGHTS ACQUIRED FROM VINCENT & MARY MALISAVSKAS BY CONNECTICUT RESOURCE RECOVERY AUTHORITY, TOWN OF WATER TOWN, SCALE 1" = 40', DATE 2-1-86.
  - "LOCATION OF RIGHT OF WAY OF CONNECTICUT LIGHT & POWER COMPANY ACROSS THE PROPERTY OF ANTHONY DELIA AND OTHERS TOWN OF WATER TOWN, PROJECT #4893 V 5 1522, DATED 11-18-62.
  - "LOCATION OF LAND OF THE CONNECTICUT LIGHT AND POWER COMPANY PURCHASED FROM ESTATE OF WATER TOWN BY CARL M. HILTON, C.L. & P. PROJECT #50 86-127, DATED 9-22-87.
  - "TOWN OF WATER TOWN MAP SHOWING LAND AND RIGHTS ACQUIRED FROM WATER TOWN TRANSFER STATION BY JOHN SCHEAER, JR., DATED 2-1-86.
  - "CONNECTICUT DEPARTMENT OF HIGHWAYS RIGHT OF WAY MAP TOWN OF WATER TOWN, JAMES H. DARCEY ENGINEER, PROJECT FROM NORTH EMBURY-WATER TOWN ROAD, SCALE 1" = 80', PROJECT #53-14, SHEETS 415 OF 5, DATED JUNE 21, 1971.
  - "CONSTRUCTION PLANS-RELOCATED CONNECTICUT ROUTE 8 PROJECT 15180 OF CONNECTICUT, DATED 1/62.





**CURVE DATA**

△ R = 100.00'	△ R = 1074.50'
T = 22.70'	T = 244.07'
L = 44.64'	L = 479.99'
CH = 44.27'	CH = 476.01'
△ R = 25.35' ± 0.00'	△ R = 25.35' ± 0.00'
T = 17.13'	T = 36.41'
L = 33.43'	L = 72.77'
CH = 33.02'	CH = 72.74'
△ R = 307.53' ± 0.00'	△ R = 572.70'
T = 1047.50'	T = 1047.50'
L = 463.93'	L = 350.07'
CH = 464.03'	CH = 350.07'
△ R = 23.35' ± 0.00'	△ R = 18.97' ± 0.00'
T = 23.35'	T = 18.97'
L = 46.70'	L = 37.94'
CH = 46.70'	CH = 37.94'

**SITE COORDINATES**

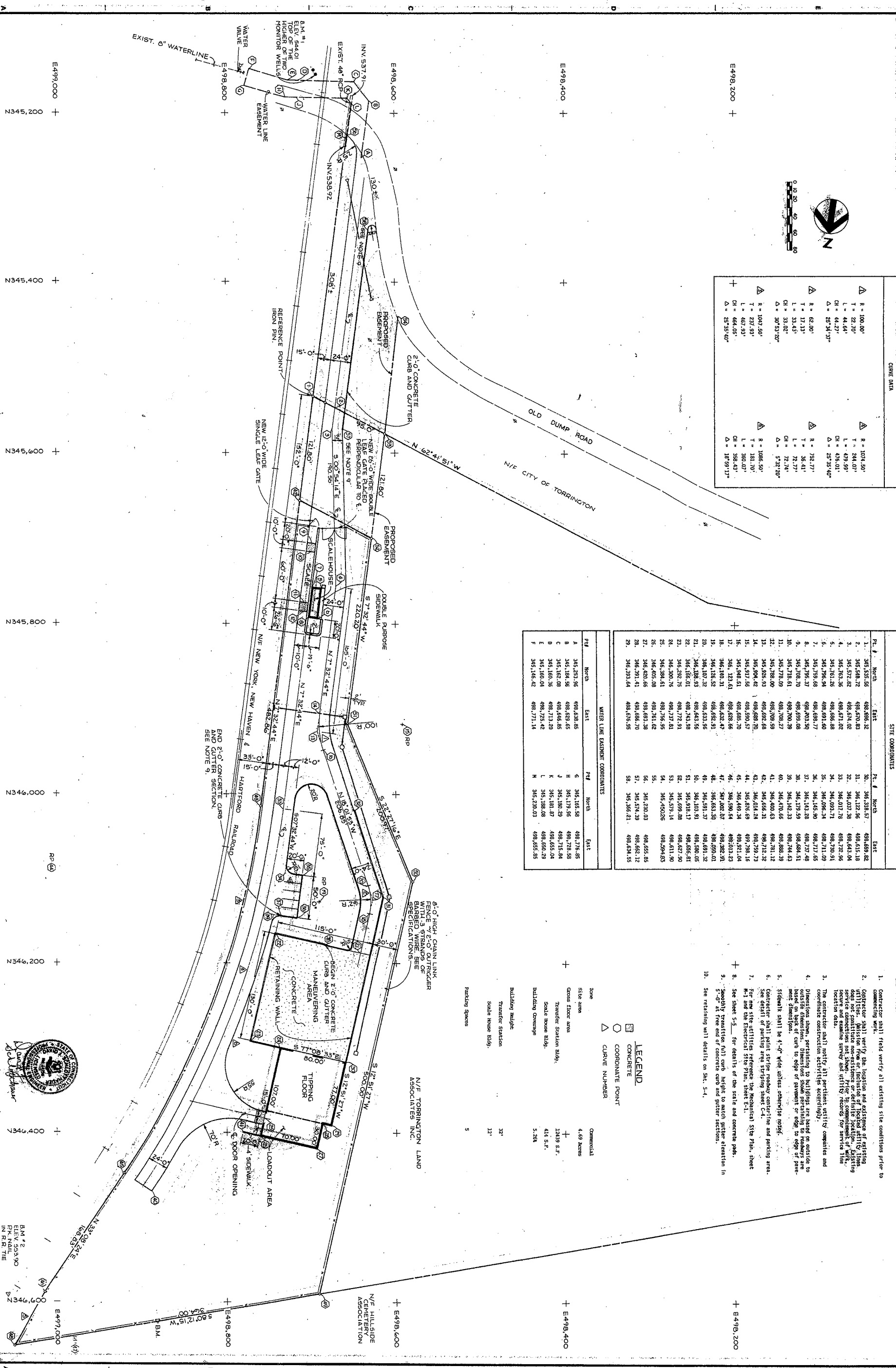
Pt. #	North	East	Pt. #	North	East
1.	345,535.55	489,586.32	31.	346,310.57	489,658.82
2.	345,530.72	489,670.83	32.	346,312.26	489,653.04
3.	345,517.82	489,674.02	33.	346,307.38	489,653.04
4.	345,513.28	489,671.02	34.	346,301.78	489,652.26
5.	345,513.28	489,668.68	35.	346,295.11	489,651.09
6.	345,513.28	489,666.68	36.	346,288.34	489,649.92
7.	345,513.28	489,663.77	37.	346,281.58	489,648.75
8.	345,513.28	489,660.86	38.	346,274.81	489,647.58
9.	345,513.28	489,657.95	39.	346,268.04	489,646.41
10.	345,513.28	489,655.04	40.	346,261.27	489,645.24
11.	345,513.28	489,652.13	41.	346,254.50	489,644.07
12.	345,513.28	489,649.22	42.	346,247.73	489,642.90
13.	345,513.28	489,646.31	43.	346,240.96	489,641.73
14.	345,513.28	489,643.40	44.	346,234.19	489,640.56
15.	345,513.28	489,640.49	45.	346,227.42	489,639.39
16.	345,513.28	489,637.58	46.	346,220.65	489,638.22
17.	345,513.28	489,634.67	47.	346,213.88	489,637.05
18.	345,513.28	489,631.76	48.	346,207.11	489,635.88
19.	345,513.28	489,628.85	49.	346,200.34	489,634.71
20.	345,513.28	489,625.94	50.	346,193.57	489,633.54
21.	345,513.28	489,623.03	51.	346,186.80	489,632.37
22.	345,513.28	489,620.12	52.	346,180.03	489,631.20
23.	345,513.28	489,617.21	53.	346,173.26	489,630.03
24.	345,513.28	489,614.30	54.	346,166.49	489,628.86
25.	345,513.28	489,611.39	55.	346,159.72	489,627.69
26.	345,513.28	489,608.48	56.	346,152.95	489,626.52
27.	345,513.28	489,605.57	57.	346,146.18	489,625.35
28.	345,513.28	489,602.66	58.	346,139.41	489,624.18
29.	345,513.28	489,599.75	59.	346,132.64	489,623.01
30.	345,513.28	489,596.84	60.	346,125.87	489,621.84

**WATER LINE EASEMENT COORDINATES**

Pt. #	North	East	Pt. #	North	East
A	345,251.95	498,638.85	G	345,155.58	498,776.85
B	345,184.56	498,623.65	H	345,179.56	498,778.58
C	345,162.08	498,646.85	J	345,180.29	498,775.84
D	345,160.35	498,713.20	K	345,181.87	498,655.04
E	345,160.04	498,725.42	L	345,182.08	498,650.29
F	345,148.42	498,771.14	M	345,229.03	498,655.85

- GENERAL NOTES:**
- Contractor shall field verify all existing site conditions prior to beginning work.
  - Contractor shall verify the location and existence of existing utilities and structures. If any discrepancies are noted, the contractor shall stop work and notify the engineer immediately. Existing service connections not shown. Prior to commencement of work, the contractor shall verify the location and existence of all utilities and structures shown on the plan. The contractor shall verify the location and existence of all utilities and structures shown on the plan. The contractor shall verify the location and existence of all utilities and structures shown on the plan.
  - The contractor shall notify all permittees, utility companies and other agencies of the proposed work.
  - Contractor shall provide and maintain access to all existing and proposed easements, rights-of-way and parking areas.
  - Contractor shall provide and maintain access to all existing and proposed easements, rights-of-way and parking areas.
  - Contractor shall provide and maintain access to all existing and proposed easements, rights-of-way and parking areas.
  - Contractor shall provide and maintain access to all existing and proposed easements, rights-of-way and parking areas.
  - Contractor shall provide and maintain access to all existing and proposed easements, rights-of-way and parking areas.
  - Contractor shall provide and maintain access to all existing and proposed easements, rights-of-way and parking areas.
  - Contractor shall provide and maintain access to all existing and proposed easements, rights-of-way and parking areas.

- LEGEND**
- CONCRETE
  - COORDINATE POINT
  - CURVE NUMBER
- Zone**
- Commercial 4.69 acres
  - Office 1239 S.F.
  - Scale house 441 S.F.
  - Building coverage 5,348
- Building Height**
- Transfer Station 32'
  - Scale house 12'
  - Parking Spaces 5



Issue No.	Date	By	Check	Appr.	Notes
1-1-13	11-13	AS	AS	AS	PRELIMINARY REVIEW ISSUE
1-1-13	11-13	AS	AS	AS	FINAL REVIEW ISSUE
1-1-13	11-13	AS	AS	AS	ISSUED FOR BIDS

Connecticut Resource Recovery Authority  
**Torrington Transfer Station**  
Torrington, Connecticut

**SITE PLAN**

AS NOTED 3006-04-63

3006-04-63

AS NOTED





## **EXHIBIT G: PRE-EXISTING CONDITION INSPECTION REPORT**

Prior to the Commencement Date of the Agreement CRRA together with Contractor performed a physical inspection of the Designated Transfer Station to identify pre-existing maintenance and/or repair activities, if any, Contractor shall not be responsible for performing. CRRA and Contractor identified the following items for which Contractor shall not be responsible for repairing:

FOR TRANFER STATION: \_\_\_\_\_

Item 1: \_\_\_\_\_

Description of maintenance/repair activity to be performed by CRRA: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Item 2: \_\_\_\_\_

Description of maintenance/repair activity to be performed by CRRA: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Item 3: \_\_\_\_\_

Description of maintenance/repair activity to be performed by CRRA: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Item 4: \_\_\_\_\_

Description of maintenance/repair activity to be performed by CRRA: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Upon the completion by CRRA of the maintenance and/or repair activities described above, CRRA shall issue to Contractor a letter verifying the completion of the work. Upon receipt of a letter confirming CRRA's completion of a maintenance and/or repair activity(ies), Contractor shall, from the date set forth in the letter issued by CRRA through the remaining Term of the Agreement and any extensions thereof, be responsible for any future maintenance and repair activities for those items identified above and repaired by CRRA.



## **EMERGENCY REPORTING POLICY AND PROCEDURE**

### **FINANCE AND ACCOUNTING POLICY AND PROCEDURE NO. F&A 221**

#### **1. POLICY**

It is the policy of the Connecticut Resources Recovery Authority (CRRA) to define procedures for making emergency notifications regarding significant property damage incidents. (See Section 3 below for the relationship between this Policy and Procedure and the Emergency Communications Policy and Procedure (COM 705).)

#### **2. PROCEDURES**

On occasion CRRA employees will encounter situations that require immediate corrective action. These circumstances could include, e.g., significant fires, major water damage caused by pipe leaks, explosions and fire protection impairments.

Some incidents require emergency action and employees must use discretion in determining what constitutes an emergency and what can wait for reporting during normal business hours and/or through the Risk Manager.

If it is determined that an emergency exists, employees should use the Emergency Reporting Telephone Lists prepared for the Mid-Connecticut Project (through 11/15/12), CSWS (on and after 11/16/12), and the Recycling Facility and Museum (see copy attached). The list will be updated semi-annually by the Risk Manager. CRRA employees who have reporting responsibilities pursuant to this Policy and Procedure and who have been provided a cell phone by CRRA are required to program into their cell phones the telephone numbers on the Emergency Reporting Telephone Lists. CRRA employees who have reporting responsibilities pursuant to this Policy and Procedure and who have not been provided a cell phone by CRRA are encouraged to program into their personal cell phones, if they have one, the telephone numbers on the Emergency Reporting Telephone Lists.

After all verbal notifications have been completed; an Incident Report **Form F&A 222.1** must be prepared and faxed to the Risk Manager.

### 3. RELATIONSHIP TO OTHER POLICIES AND PROCEDURES

This Policy and Procedure does not supersede CRRA's Emergency Communications Policy and Procedure (COM 705). The reporting and other requirements contained in this Policy and Procedure are separate from the requirements and responsibilities specified in the Emergency Communications Policy and Procedure.

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**ORIGINAL**

Prepared By: Lynn Martin, Risk Manager  
Approved By: James Bolduc, Chief Financial Officer  
Effective Date: August 18, 2004

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**REVISION 1**

Prepared By: Lynn Martin, Risk Manager  
Approved By: James Bolduc, Chief Financial Officer  
Effective Date: September 7, 2005

---

**REVISION 2**

Prepared By: Lynn Martin, Risk Manager  
Approved By: James Bolduc, Chief Financial Officer  
Effective Date: October 20, 2005

---

**REVISION 3**

Prepared By: Lynn Martin, Risk Manager  
Approved By: James Bolduc, Chief Financial Officer  
Effective Date: January 31, 2006

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**REVISION 4**

Prepared By: Lynn Martin, Risk Manager  
Approved By: James Bolduc, Chief Financial Officer  
Effective Date: January 15, 2008

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**REVISION 5**

Prepared By: Lynn Martin, Risk Manager  
Approved By: James Bolduc, Chief Financial Officer  
Effective Date: April 1, 2008

---

**REVISION 6**

Prepared By: Lynn Martin, Risk Manager  
Approved By: James Bolduc, Chief Financial Officer  
Effective Date: November 5, 2008

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**REVISION 7**

Prepared By: Lynn Martin, Risk Manager  
Approved By: James Bolduc, Chief Financial Officer  
Effective Date: April 2, 2009

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**REVISION 8**

Prepared By: Lynn Martin, Risk Manager  
Approved By: James Bolduc, Chief Financial Officer  
Effective Date: May 21, 2009

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**REVISION 9**

Prepared By: Lynn Martin, Risk Manager  
Approved By: James Bolduc, Chief Financial Officer  
Effective Date: July 1, 2010

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**REVISION 10**

Prepared By: Lynn Martin, Risk Manager  
Approved By: James Bolduc, Chief Financial Officer  
Effective Date: June 1, 2011

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**REVISION 11**

Prepared By: Lynn Martin, Risk Manager  
Approved By: James Bolduc, Chief Financial Officer  
Effective Date: June 21, 2011

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**REVISION 12**

Prepared By: Lynn Martin, Risk Manager  
Approved By: James Bolduc, Chief Financial Officer  
Effective Date: June 27, 2012

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## CSWS

### TRANSFER STATIONS

#### FIRE/PROPERTY DAMAGE REPORTING PROCEDURES

The following procedures currently apply in the event of a fire or damage incident at the identified facilities. These procedures also show the reporting sequence during normal CRRA office hours and continuing over a 24-hour period.

Fires or other physical damage incidents must be reported as follows:

1. CWPM/Cope's personnel contact:

CRRA Staff Member	Contact Info.	Type
George Carlson, Facilities Manager	(860) 757-7782	Office
	(860) 729-0081	Cell
Mary Anne Bergenty, Field Manager	(860) 757-7761	Office
	(860) 250-1463	Cell

2. The Facilities Manager contacts each of the following:

CRRA Staff Member	Contact Info.	Type
Lynn Martin, Risk Manager*	(860) 757-7780	Office
	<a href="mailto:lmartin@crra.org">lmartin@crra.org</a>	E-Mail
Thomas Gaffey, Enforcement/Recycling Director	(860) 757-7735	Office
	(860) 922-6189	Cell
	<a href="mailto:tgaffey@crra.org">tgaffey@crra.org</a>	E-Mail
Peter Egan, Director of Operations and Environmental Affairs	(860) 757-7725	Office
	(860) 305-2946	Cell
	(860) 378-0334	Home
	<a href="mailto:pegan@crra.org">pegan@crra.org</a>	E-Mail
Paul Nonnenmacher, Director of Public Affairs	(860) 757-7771	Office
	(860) 214-9772	Cell
	(203) 270-1797	Home

- \* **If Lynn Martin is not available**, the Facilities Manager Calls or E-mails at least one of the following:

Waste Transportation And Transfer Station Operation And Maintenance Services  
Form of Agreement Exhibit H

Person	Contact Info.	Type
Jim Slavens York - Specialized Loss Adjusting	(646) 345-4091	Office/ Mobile
	(508) 437-0447	Fax
	<a href="mailto:Jim.Slavens@yorkrsg.com">Jim.Slavens@yorkrsg.com</a>	E-mail
<b>OR</b>		
Robert Welsh, Aon Risk Solutions	(212) 479-4128	Office
	(212) 479-4244	Fax
	<a href="mailto:Robert.Welsh@aon.com">Robert.Welsh@aon.com</a>	E-mail
<b>OR</b>		
Lisa M. Janney, VP, Aon Risk Solutions	(202) 429-8579	Office
	<a href="mailto:Lisa.Janney@aon.com">Lisa.Janney@aon.com</a>	E-mail





**CONNECTICUT SOLID WASTE SYSTEM  
PERMITTING, DISPOSAL AND BILLING  
PROCEDURES**

Effective November 16, 2012

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## CONNECTICUT SOLID WASTE SYSTEM

### PERMITTING, DISPOSAL AND BILLING PROCEDURES

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.....

## 1. GENERAL

### 1.1 Definitions

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

- (a) “**Acceptable Recyclables**” shall include the following types of Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Recycling Facilities. Acceptable Recyclables shall include, but is not limited to, Commingled Container Recyclables, Paper Fiber Recyclables, Single Stream Recyclables and any other Solid waste deemed by CRRA in its sole discretion to be Acceptable Recyclables.

Nothing herein shall be construed as requiring the shipment of Solid Waste generated by and collected from commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality for processing by and disposal at the Recycling Facilities.

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

- (6) Paper butts or rolls, plastic or leather strapping or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and cut in half lengthwise;
  - (7) Non-processible Waste as defined herein; and
  - (8) Any other Solid Waste as defined herein deemed acceptable by CRRA in its sole discretion. Acceptable Solid Waste shall not include any Acceptable Recyclables, or other materials required to be recycled in accordance with *Connecticut General Statutes*, and/or Special Waste unless such Special Waste is approved by CRRA in accordance with these procedures for disposal at any of the Waste Facilities, or any materials or waste that are or may in the future be required by law and/or regulation to be recycled.
- (c) “**Account**” shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between CRRA and a person, firm or Participating Municipality providing for the use of the Facilities and the services in connection therewith.
- (d) “**Authority**” or “**CRRA**” shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, established by *Connecticut General Statutes* Sections 22a-257 et seq.
- (e) “**Bulky Waste**” shall mean construction, demolition and/or land clearing debris.
- (f) “**By-Pass Waste**” shall mean Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by CRRA for disposal.
- (g) “**Commingled Container Recyclables**” shall mean:
- (1) Glass food and beverage containers, including, but not limited to, clear, brown, and green bottles up to 3 gallons or 10 liters in size that have been washed clean and whose caps, lids, and corks have been removed. Labels that remain attached and neck rings are acceptable. Examples include: soda, liquor, wine, juice bottles; jam jars; and mason jars.
  - (2) Metal food and beverage containers of up to 3 gallons or 10 liters of total volume in size, including No. 10 size cans, that have been washed clean. Clean metal lids are acceptable as are empty aerosol cans that previously contained non-hazardous substances. Examples include: soup, vegetable, juice, and other food cans; cookie tins; dog and cat food cans; kitchen spray cans; and bulk size vegetable containers.

- (3) Aluminum used beverage cans that have not been flattened and that have been washed clean. Cans with self-opening tabs attached are acceptable. Examples include soda and beer cans.
  - (4) Aluminum foil that has been washed clean, folded flat and that is free of other materials. Examples include: aluminum foil wrap and take-out aluminum foil food containers.
  - (5) PET (polyethylene terephthalate) plastic containers (code 41) marked as #1 of up to 3 liters in size and that have been washed clean. Attached labels are acceptable, but no caps, lids or corks, attached or unattached, are acceptable. Examples of acceptable PET (#1) containers include: soda, juice, cooking oil, mineral water and dish detergent bottles.
  - (6) HDPE (high-density polyethylene) plastic containers marked as #2 that have been washed clean. Containers of up to 2.5 gallons or 6 liters of total volume in size that did not previously contain hazardous materials are acceptable. Attached labels are acceptable. Except for screw tops, lids are acceptable as long as they are not attached. Screw top caps/lids are not acceptable regardless of whether they are attached or unattached. Examples of acceptable HDPE (#2) containers include: milk jugs, and spring water, laundry detergent, bleach, and dish detergent bottles.
  - (7) Plastic white, clear or opaque containers marked as #3 through #7 (food grade plastics) up to three (3) liters in size that have been washed clean. Attached labels are acceptable. Except for screw tops, lids are acceptable as long as they are not attached. Screw top caps/lids are not acceptable regardless of whether they are attached or unattached. Examples of acceptable food grade plastics (#3 through #7) include: laundry detergent, shampoo, dish detergent and skin cream containers, ketchup bottles, ice cream containers, yogurt containers, margarine tubs and lids. Processed and take-out food black, plastic containers and trays are not acceptable.
  - (8) Aseptic packaging, including, but not limited to, gable top plastic coated paper containers up to 3 liters or 1 gallon in size. Such containers must be empty with straws and caps removed. Examples include: milk containers; juice containers; and small, single-serve juice and milk boxes.
- (h) “Connecticut Solid Waste System” shall include the Facilities.
- (i) “**Contaminated Soil**” shall include soil derived from fuel tank excavation, sludge residue, steel casting sands, metal washdown residue, rust/scale

materials, foundry residue, grinding sludge and any other material deemed by CRRA in its sole discretion to be Contaminated Soil.

- (j) **“Designee”** shall mean
  - (1) In the case of a Participating Municipality, a company/entity contracted for and/or licensed by said Participating Municipality to haul waste generated within the boundaries of said Participating Municipality; or
  - (2) In the case of CRRA, any company/entity contracted or authorized by CRRA to operate and maintain one or more Facilities.
- (k) **“Effective Date”** shall mean November 16, 2012.
- (l) **“Facility”** shall mean CRRA’s waste processing facility located at 300 Maxim Road in Hartford, Connecticut 06114.
- (m) **“Facilities”** shall mean the Waste Facilities and the Recycling Facilities.
- (n) **“Guarantyof Payment”** has the meaning set forth in Section 2.3.
- (o) **“Hauler Agreement” shall mean an agreement between CRRA and any Waste Hauler for the delivery of recyclables and/or solid waste to the Facilities, including without limitation a Mid-Connecticut Waste Disposal System Solid Waste and Recyclables Delivery Agreement or a Connecticut Solid Waste System Solid Waste and Recyclables Delivery Agreement.**
- (p) **“Hazardous Waste”** shall include any material or substance which is, by reason of its composition or its characteristics or its delivery to the Facility (a) defined as hazardous waste in the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., and any regulations, rules or policies promulgated thereunder, (b) defined as hazardous waste in Section 22a-115 of the *Connecticut General Statutes*, (c) defined as special nuclear material or by-product material in Section 11 of the Atomic Energy Act of 1954, 42 U.S.C. §2014, and any regulations, rules or policies promulgated thereunder, or (d) regulated under Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. §2605(e), and any regulations, rules or policies promulgated thereunder, as any of the statutes referred to in clauses (a) through (d) above may be amended; provided, however, that Hazardous Waste shall not include such insignificant quantities of any of the wastes covered by clauses (a), (b) and (d) as are customarily found in normal household, commercial and industrial waste to the extent such insignificant quantities are permitted by law to be treated and disposed of at the Facility or a sanitary landfill, as applicable. **“Hazardous Waste”** shall also include such other waste as deemed by CRRA in its sole discretion to be **“Hazardous Waste.”**
- (q) “

- (r) “**Mixed Load**” shall mean Solid Waste from more than one municipality stored and carried in a single vehicle, roll-off box or trailer and delivered to any of the Facilities.
- (s) “**Municipal Solid Waste Management Services Agreement**” or “**MSA**” shall mean the Agreement between CRRA and a Participating Municipality for the processing and disposal at the Facilities of Acceptable Solid Waste and/or Acceptable Recyclables generated by the Participating Municipality within its boundaries.
- (t) “**Non-Processible Waste**” shall mean Acceptable Solid Waste that cannot be processed at the Facility without the use of supplemental processing equipment (e.g., a mobile shredder), provided that the individual items of such Acceptable Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including, but not limited to, the following:
  - (1) Household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas and rugs;
  - (2) Individual items such as White Metals (as hereinafter defined) and blocks of metal that would, in CRRA’s sole discretion and determination, cause damage to the Waste Facilities if processed and/or incinerated therein;
  - (3) Scrap/Light Weight Metals (as hereinafter defined);
  - (4) Bathroom fixtures, such as toilets, bathtubs and sinks;
  - (5) Purged and emptied propane, butane and acetylene tanks with valves removed exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day-to-day basis;
  - (6) Christmas trees;
  - (7) Automobile tires with/without rims, and
  - (8) Any other Acceptable Solid Waste deemed by CRRA in its sole discretion to be Non-Processible Waste.
- (u) “**Non-CRRA Recycling Facility**” shall mean the land and appurtenances thereon and structures where recycling, as defined in Section 22a-207(7) of the *Connecticut General Statutes*, is conducted, including but not limited to an Intermediate Processing Facility, as defined in Section 22a-260(25) of the *Connecticut General Statutes*, and a Solid Waste Facility, as defined in Section 22a-207(4) of the *Connecticut General Statutes*, which provides for recycling



in its plan of operations, but excluding the Recycling Facility and the Recycling Transfer Stations.

- (v) **“Operator”** or **“Operators”** shall mean the organization or personnel in such organization under contract with CRRA for the operation of any of the Facilities.
  
- (w) **“Paper Fiber Recyclables”** shall mean”
  - (1) Newspapers (including newspaper inserts) and magazines (including catalogs) that are no more than two months old and that are clean and dry. Such newspaper and magazines may be commingled,
  
  - (2) Corrugated cardboard, only if such cardboard is corrugated (alternating ridges and grooves) with kraft (brown) paper in the middle. Such cardboard must be clean and dry and cannot be coated. Such cardboard must be flattened and, when flattened, must be no larger than 3 feet in width or height (oversized boxes must be cut-down to 3 feet by 3 feet. Bundles may only be tied with string.
  
  - (3) Junk mail, including all loose or bagged bulk mail consisting of paper or cardboard. Envelopes with windows are acceptable. Examples include: catalogs; flyers; envelopes containing office paper; brochures; and empty, small boxes.
  
  - (4) Office paper or high-grade paper, including all loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers and computer paper (continuous-form perforated white bond or green-bar paper).
  
  - (5) Boxboard, including all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging. Dry food and cereal boxes must have the inside bag removed. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable. Examples of acceptable materials include: cereal boxes; cracker boxes; shoe boxes; beer cartons; and six-pack holders.
  
- (x) **“Participating Municipality”** shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within its corporate limits, and which has executed a Municipal Solid Waste Management Services Agreement or made special arrangements with CRRA for the processing and disposal of Acceptable Solid Waste and/or Acceptable Recyclables at the Facilities. Please refer to the CRRA web site (<http://www.crra.org>) for a list of Participating

Municipalities for solid waste services and a list of Participating Municipalities for recycling services.

- (y) **“Permit Application”** has the meaning set forth in Section 2.1.
- (z) **“Permit Number”** shall mean the vehicle identification number assigned by CRRA to a Permittee’s waste transportation vehicle for use at the Facilities.
- (aa) **“Permittee”** shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to CRRA and have been authorized to use the Facilities by CRRA.
- (bb) **“Private/Non-Commercial Hauler”** shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.

**“Recycling Facility”** shall mean CRRA’s regional recycling center located at 211 Murphy Road in Hartford, Connecticut 06114.

- (cc) **“Recycling Facilities”** shall mean the Recycling Facility and all Recycling Transfer Stations of the System.
- (dd) **“Recycling Residue”** shall mean Solid Waste remaining after the Recycling Facility or any Non-CRRA Recycling Facility has processed Solid Waste.
- (ee) **“Recycling Transfer Station”** shall mean any of the Transfer Stations, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Acceptable Recyclables for transport to the Recycling Facility or a Non-CRRA Recycling Facility for processing.
- (ff) **“Scrap/Light Weight Metals”** shall mean the following: scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty-five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks approved by CRRA for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by CRRA in its sole discretion to be Scrap/Light Weight Metals.
- (gg) **“Single Stream Recyclables”** shall mean the commingling of any Paper Fiber Recyclables with any Commingled Container Recyclables.
- (hh) **“Solid Waste”** shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-207(3) of the *Connecticut General Statutes*, excluding semi-solid, liquid materials collected and treated in a “water pollution abatement facility.”
- (ii) **“Special Waste”** shall mean materials that are suitable for delivery, at CRRA’s sole and absolute discretion, but which may require special handling and/or

special approval by the Connecticut Department of Energy and Environmental Protection (“DEEP”) or another non-Authority entity.

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

(kk) “**Unacceptable Recyclables**” shall include

- (1) Unacceptable Waste;
- (2) Any of the following: anti-freeze containers; Asian corrugated; auto glass; books; ceramic cups and plates; clay post; clothes hangers; crystal; drinking glasses; food-contaminated pizza boxes; gravel; heat-resistant ovenware; hypodermic needles; leaded glass; light bulbs; metal in large pieces (e.g., metal pipe, lawnmower blades); mirror glass; motor oil containers; notebooks; paint cans; plastic bags; plates; porcelain; pots and pans; processed and take-out black, plastic food containers and trays; propane tanks; pyrex; screw top caps/lids, regardless of whether attached or not; stones; syringes;; tiles; waxed corrugated; and window glass;
- (3) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Recyclables as set forth in these procedures; and
- (4) Any other waste deemed by CRRA in its sole discretion to be Unacceptable Recyclables.

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

- (1) Explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259.30 (1990), radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, and auto parts, liquid waste (other than liquid Solid Waste derived from food or food by-products), and hazardous substances of any type or kind (including without limitation those substances regulated under 42 U.S.C. §6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 et. 42 U.S.C. §6901 et. seq.) other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;

- (2) Any item of waste that is either smoldering or on fire;
  - (3) Waste quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil;
  - (4) Any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the Facilities (except for ordinary wear and tear), or be in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation;
  - (5) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Solid Waste or Non-Processible Waste as set forth in these procedures; and
  - (6) Any other waste deemed by CRRA in its sole discretion for any reason to be Acceptable Recyclables and/or Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by CRRA to deliver waste to any of the Facilities.
- (mm) **“Waste Facilities”** shall mean the Facility and all Transfer Stations and any additional municipal solid waste facility (ies) deemed to be economically or operationally necessary by CRRA to fulfill its mission under the Connecticut General Statutes..
- (nn) **“Waste Hauler”** shall mean a person or firm, including a “collector” as defined in Section 22a-220a(g) of the *Connecticut General Statutes*, whose main source of income is derived from the collection, transportation, and/or disposal of waste.
- (oo) **“White Metals”** shall mean large appliances or machinery, refrigerators, freezers, gas/electric stoves, dishwashers, clothes washers and dryers, microwaves, copiers, computers, vending machines, air conditioners, industrial equipment and venting hood fans, and any other materials deemed by CRRA in its sole discretion to be White Metals.

## 1.2 Preamble

These procedures amend and supercede in their entirety the Mid-Connecticut Project Permitting, Disposal and Billing Procedures. These procedures may be further amended by CRRA from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact CRRA at (860) 757-7700 in order to obtain a copy of the procedures in effect. Additional copies of these procedures may be obtained at the cost of reproduction and postage. The procedures are also available on CRRA’s website at [www.crра.org](http://www.crра.org).

### 1.3 General Principles of Interpretation

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

## 2. PERMITTING

### 2.1 Permit Application

- (a) Any Waste Hauler, Private/Non-Commercial Hauler, Participating Municipality or any other person or entity that desires to use the Facilities shall obtain a permit in accordance with these procedures before delivering to and/or removing waste from the Facilities.
- (b) Each applicant for a permit shall complete a permit application and provide to CRRA all of the necessary information requested thereon ("Permit Application"), including but not limited to:
  - (1) General company/business information;
  - (2) The identification of each vehicle owned, leased or operated by the applicant or its agents and employees and to be used by the applicant;
  - (3) Origin of all waste that applicant will collect;
  - (4) Estimated delivery volumes; and
  - (5) An executed "Credit Agreement," "Release of Liability and Indemnification Agreement" and "Attestation," as such documents are presented in the permit application.

In connection with the foregoing, each applicant shall also execute and submit to CRRA as attachments to the permit application, the following:

- (6) A "Hauler Agreement"

- (7) A Guaranty of Payment in the form and amount acceptable to CRRA pursuant to Section 2.3 hereof;
- (8) All certifications of insurance that the applicant is required to provide pursuant to Section 3.1 hereof;
- (9) Any applicable fees; and
- (10) Any other document required by CRRA at CRRA's sole and absolute discretion.

## **2.2 Submission of Permit Application**

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

## **2.3 Guaranty of Payment**

- (a) Each applicant shall submit along with its permit application a guaranty of payment ("Guaranty of Payment") satisfactory to CRRA in all respects and in the form of either a letter of credit, a suretyship bond, cash, or a cashier's check and in an amount sufficient to cover at least two (2) months' of waste disposal charges as determined in the Permit Application.
- (b) At its sole and absolute discretion, CRRA may review a Permittee's guaranty amount under Section 2.3(a) above and require the Permittee to increase its guaranty amount in the event the average monthly delivery rate of Permittee varies by 10% or more from the amount estimated by CRRA pursuant to subsection (a) above. CRRA shall review a Permittee's guaranty amount as detailed in the foregoing sentence at least semi-annually.
- (c) If an applicant or Permittee submits to CRRA either a letter of credit or suretyship bond, Permittee shall within sixty (60) days before the expiration of the same renew such letter of credit or suretyship bond and furnish the renewed letter of credit or suretyship bond to CRRA. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by CRRA, Permittee shall immediately submit to CRRA a new letter of credit or suretyship bond that complies with the requirements of this Section 2.3.

- (d) If Permittee fails to comply with any of the requirements of this Section 2.3, CRRA may deny the Permittee any further access to the Facilities and/or revoke and/or suspend the Permittee's permit for the same. At its sole and absolute discretion, CRRA may increase a guaranty of payment for any Permittee that fails to meet payment terms in accordance with Section 5.1.

## **2.4 Issuance and Renewal of Permit**

- (a) Provided that the applicant has submitted its permit application and all other documents required to be submitted hereunder to CRRA, applicant has paid to CRRA the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to CRRA, then CRRA may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
  - (1) The Permittee shall be assigned an Account number;
  - (2) Each of the vehicles listed on the Permittee's permit application shall be assigned a decal with a Permit Number, which decal shall be prominently and permanently affixed by the Permittee to the vehicle in a location clearly visible to the scale house attendant and as designated by CRRA;
  - (3) Each of the Permittee's roll-off boxes and trailers shall be assigned a decal and the decal shall be prominently and permanently affixed by the Permittee to the roll-off box or trailer in a location clearly visible to the scale house attendant, as designated by CRRA; and
  - (4) Trucks arriving at the scale house without the assigned Authority Permit Number properly displayed shall be denied access to the Facilities.
- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by CRRA. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to CRRA a renewal permit application within twenty (20) days before the end of each fiscal year. CRRA does not charge a fee for renewal of permits. Any Permittee who fails to perform its renewal obligations under this Section 2.4(c) shall be denied access to the Facilities by CRRA until such Permittee performs such renewal obligations.
- (d) At its sole and absolute discretion, CRRA may issue a Permittee a Temporary Permit for a vehicle not currently authorized under Section 2. A Temporary Permit may be issued for a substitute vehicle due to an emergency breakdown and/or the use of a demonstration vehicle. Temporary Permits are valid for up to six (6) days and may be issued to any particular Permittee no more than once every 60 days. During any time period when a Permittee's vehicle is denied disposal privileges, no Temporary Permits will be granted to the Permittee.

## 2.5 Tare Weights

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

## 2.6 Miscellaneous

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



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

## **2.7 Municipal Permits**

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

## **3. INSURANCE**

### **3.1 Insurance**

### **3.2**

- (a) Each Permittee shall procure and maintain, at its own cost and expense, throughout the term of any permit issued to such Permittee, the following insurance, including any required endorsements thereto and amendments thereof:
  - (1) Commercial General Liability 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).
  - (3) Workers' Compensation insurance as required by statute and employers' liability insurance.
- (b) Minimum Limits

Permittee shall maintain the following limits of liability for the insurance described above:

1. Commercial General Liability:
  - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage
  - b. \$2,000,000 General Aggregate
  - c. \$2,000,000 Products & Completed Operations Aggregate
  - d. \$1,000,000 Personal & Advertising Injury

2. Automobile Liability:
    - a. \$1,000,000 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
  4. Employers' Liability:
    - a. \$500,000 Each Accident
    - b. \$500,000 Disease – Policy Limit
    - c. \$500,000 Disease – Each Employee
- (c) Each applicant or Permittee shall submit along with its permit application or permit renewal application to CRRA an executed original certificate or certificates for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced below. .
- (d) All policies for each insurance required above 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 Permittee:
    - a. Commercial General Liability
    - b. Automobile Liability
  2. The Permittee agrees to notify CRRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required herein. Further it shall be an affirmative obligation upon Permittee to CRRA's Risk Manager at Fax No. 860-757-7740, e-mail [lmartin@crra.org](mailto:lmartin@crra.org) or by correspondence to CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, CT 06103-7741 within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of the Permit.
  3. The Permittee shall waive (and require their insurers to waive) subrogation rights against CRRA for losses and damages incurred under the insurance policies required by this Permit.
  4. The Permittee'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 insurer's liability.
- (e) Permittee'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.
- (f) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for Commercial General Liability, Automobile Liability insurance and Employers' Liability insurance.
  - (g) Permittee 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.
  - (h) All Certificates of Insurance must be received and approved by CRRA before any Permit is issued.
  - (i) Permittee shall provide new Certificates of Insurance upon renewal or replacement of any insurance required. If any Permittee fails to comply with any of the foregoing insurance procedures, then CRRA may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for same.
  - (j) No provision of this Section 3 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages other costs and expenses.
  - (k) CRRA shall not, because of accepting, rejecting, approving, or receiving any Certificates of Insurance required hereunder, incur any liability for:
    - (1) The existence, nonexistence, form or legal sufficiency of the insurance described on such certificates,
    - (2) The solvency of any insurer, or
    - (3) The payment of losses.
  - (l) For purposes of this Section 3, the terms applicant or Permittee shall include subcontractor thereof.

### **3.3 3.2 Indemnification**

Permittee shall at all times defend, indemnify and hold harmless CRRA, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, fines, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees

and court costs) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA, any Operator, or any of their respective directors, officers, employees, agents or subcontractors or (b) Permittee or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions and/or negligence of Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse CRRA for damage to property of CRRA caused by Permittee or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Permittee's obligations under this Section 3.2 shall survive the termination or expiration of Permittee's permits.

## **4. OPERATING AND DISPOSAL PROCEDURES**

### **4.1 Delivery of Acceptable Solid Waste**

- (a) Permittees shall comply with, and Permittees' Acceptable Solid Waste delivered to the Waste Facilities must meet, the standards and other terms and conditions set forth herein and such other standards as established by CRRA in its sole discretion.
- (b) Each Permittee shall deliver Acceptable Solid Waste only to those Waste Facilities designated by CRRA.
- (c) White Metals may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept White Metals. White Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. A vehicle delivering White Metals must be equipped with either a cherry picker or hydraulic lift that will allow each piece of White Metal to be removed individually from the vehicle. The hauler is responsible for off loading the White Metals from the delivery vehicle. The hauler will off-load the White Metals only in the area designated by CRRA and/or the Operator for such materials. White Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. White Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.9(j) herein.
- (d) Scrap/Light Weight Metals may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept Scrap/Light Weight Metals. Scrap/Light Weight Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the Scrap/Light Weight Metals from the delivery vehicle and such materials will be off-loaded directly into a roll-off container. The hauler will off-load the Scrap/Light Weight Metals only in the area designated by CRRA and/or the Operator for such materials. Scrap/Light Weight Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through

Friday, excluding holidays. Scrap/Light Weight Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.9(j) herein.

- (e) Household furniture (i.e., appliances, box springs, carpets, chairs, couches, mattresses, rugs, sleeper sofas, sofas, tables) may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept household furniture. Household furniture must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the household furniture. The hauler will off-load the household furniture only in the area designated by CRRA and/or the Operator for such materials. Household furniture may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. Household furniture may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.9(j) herein.
- (f) CRRA may accept Contaminated Soil for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require.
- (g) CRRA may accept Recycling Residue from a Non-CRRA Recycling Facility for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require.

## **4.2 Delivery of Acceptable Recyclables**

Permittees shall comply with, and Permittee's Acceptable Recyclables delivered to the Recycling Facilities must meet, the standards and other terms and conditions set forth herein and such other standards as established by CRRA in its sole discretion. Each Permittee shall deliver Acceptable Recyclables only to those Recycling Facilities designated by CRRA.

## **4.3 Access to the Facility**

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

## **4.4 Access to the Recycling Facility**

Access to the Recycling Facility by vehicles delivering Acceptable Recyclables from outside the City of Hartford shall be by State Highway or Interstate Highway entrances to 1-91.

Vehicles traveling southbound on I-91 shall exit on Exit 28, then turn left onto Airport Road and then turn left at the Brainard Road/Airport Road intersection. Vehicles shall follow Brainard Road around the curve to the right where it becomes Maxim Road and then turn right at the Murphy Road intersection. Vehicles shall enter the site by turning right at driveway B or C.

Vehicles traveling northbound on I-91 shall exit on Exit 27 and then proceed straight thru the Brainard Road/Murphy Road intersection. Vehicles shall enter the site by turning left at driveway B or C.

Vehicles that will be traveling southbound on I-91 after leaving the site shall exit the site via Driveway A and turn left onto Murphy Road. The vehicles shall turn left onto Maxim Road and follow it around the curve to the left where it becomes Brainard Road. At the Brainard Road/Airport road intersection, vehicles shall turn right and follow Airport Road to the left turn onto the I-91 southbound ramp.

Vehicles that will be traveling northbound on I-91 after leaving the site shall exit the site via Driveway A and turn right onto Murphy Road. At the Murphy Road/Brainard Road intersection, vehicles shall go straight through the intersection onto the I-91 northbound ramp.

#### **4.5 Temporary Emergency Access to the Facilities**

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

#### **4.6 Hours for Delivery**

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

#### **4.7 Vehicle Standards for Deliveries to the Facilities**

- (a) Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facilities, except as provided elsewhere in these Procedures or unless otherwise approved (on a case-by-case basis) by CRRA. Only vehicles with back-up lights, audible warning signals, and proper functioning equipment in

compliance with all applicable federal, state and local laws or regulations shall be allowed access to the Facilities.

- (b) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- (c) The only trailers that may be used to deliver Acceptable Solid Waste to a Transfer Station or Acceptable Recyclables to a Recycling Transfer Station are those coming from a Participating Municipality's transfer station.
- (d) The doors of all vehicles shall be clearly marked with the business name and address of the Permittee. Any vehicle that is not properly marked shall be denied access to the Facilities.

#### **4.8 Disposal Procedures**

- (a) All deliveries are subject to inspection of the contents by CRRA or its agent prior to, during, and/or after unloading.
- (b) CRRA and/or the Operator will direct all vehicle traffic at the Facilities.
- (e) All scales will be operated on a "first-come, first served" basis except that CRRA reserves the right to utilize front-of-line privileges for its own vehicles and for the vehicles of others who have executed a written agreement with CRRA for such privileges. No vehicles shall approach any scale until directed by the scale house attendant. Each vehicle shall have its driver side window completely rolled down from the time such vehicle drives onto the inbound scale until it has discharged its load and passed over or by the outbound scale.
- (f) The speed limit on all roadways of the Facilities is 15 M.P.H., unless otherwise posted.
- (g) When positioned on the scale, the vehicle driver shall inform the scale house attendant of the municipality from which the load originated.
- (h) When directed by the scale house attendant, a driver shall proceed with caution to the tipping floor or bay and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.
- (i) Unacceptable Waste, Special Waste and any material which CRRA determines, in its sole and absolute discretion, should be rejected shall not be delivered by any Permittee or vehicle to any of the Facilities. In the event that Unacceptable Waste, Special Waste or any material which CRRA has determined should be rejected is delivered to any of the Facilities, CRRA and its agents, employees or Operators reserve the right to reload the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected back on to the offending vehicle. In connection therewith, CRRA may at its sole discretion, issue a verbal and written warning to the Permittee of the offending vehicle and/or charge such Permittee a

reloading fee of five hundred dollars (\$500.00). CRRA may impose a reloading charge of one thousand dollars (\$1,000.00) for each subsequent violation. CRRA may revoke the permit of any Permittee who fails to pay a reloading charge. In addition to the foregoing remedies for the delivery of Unacceptable Waste, Special Waste and material which CRRA has determined should be rejected, CRRA may

- (1) Detain the driver and the offending vehicle until representatives from DEP have inspected the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected and made recommendations, and/or
  - (2) Take whatever corrective action CRRA in its sole discretion deems necessary at the sole cost and expense of the Permittee whose vehicle delivered the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected, including, but not limited to, excavating, loading, transporting and disposing of such waste/material, revoking such Permittee's permit and imposing against such Permittee any fines or charges.
- (j) All trucks must remain tarped until they are in the disposal area and out of the operation's way.
- (k) No drainage of roll-off boxes is allowed on the premises of any Facilities.
- (l) Roll-off or compactor boxes shall not be turned around on site.
- (m) Drivers must latch and unlatch packers in the disposal area.
- (n) At all times while on the property of any of the Facilities, drivers and any other personnel accompanying a driver must wear the personal protective equipment specified by CRRA and/or the Operator as required for the facility to which they are delivering materials.
- (o) At all times while on the property of any of the Facilities, drivers and any other personnel accompanying a driver must obey all signs and safety requirements posted by CRRA and/or the Operator at the facility to which they are delivering materials.
- (p) Drivers who wish to hand clean their truck blades must do so in areas designated by CRRA and/or the Operators.
- (q) Upon the direction of the scale house attendant, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
- (r) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.
- (s) All vehicles and personnel shall proceed at their own risk on the premises of all Facilities.



- (t) No loitering is permitted at any of the Facilities.
- (u) Smoking of tobacco products is prohibited at all Facilities except in designated smoking area(s). The possession and/or drinking of alcohol as well as the possession and/or use of drugs at any time while on the premises of any of the Facilities is strictly prohibited.
- (v) At all times while on Facilities' premises, the drivers shall comply with CRRA's and/or the Operator's instructions.
- (w) Anyone violating any provision of Sections 22a-220, 22a-220a(f) or 22a-250 of the *Connecticut General Statutes* or any other federal, state or local law or regulation shall be reported by CRRA to the appropriate authorities.
- (x) Foul language and inappropriate behavior, including, but not limited to, spitting, swearing, lewd behavior, indecent exposure, urinating in public and littering, are not permitted on site at any of the Facilities.
- (y) Loads in which Commingled Container Recyclables are mixed with Paper Fiber Recyclables will be accepted for processing as Single Stream Recyclables at the Recycling Facilities.
- (z) Operators of rear-dumping vehicles delivering Commingled Container Recyclables and Paper Fiber Recyclables in separate compartments in the same vehicle will be required to sweep clean all materials from the empty compartment before proceeding to the next tipping area.
- (aa) Mechanical densifying of aluminum containers and plastic containers is allowed (non-aluminum metal cans may be crushed or flattened) unless, subject to approval by CRRA, such containers are commingled with Paper Fiber Recyclables and delivered as Single Stream Recyclables.
- (bb) Loads of Commingled Container Recyclables may contain any combination of acceptable container materials except loads containing solely mixed-color (any color combination) glass will not be accepted for delivery.
- (cc) Loads of Commingled Container Recyclables and Single Stream Recyclables may not be delivered in bags of any type. All Commingled Container Recyclables and Single Stream Recyclables must be delivered in loose form to the Recycling Facilities.
- (dd) Due to poor quality of pre-sorted bottles and cans previously delivered, CRRA does not encourage delivery of pre-sorted containers. Any municipality or waste hauler wishing to deliver presorted containers must first obtain written approval from CRRA.
- (ee) Other procedures for the Facilities may be promulgated over time by CRRA and, when issued, must be strictly obeyed.

#### **4.9 Weight Tickets**

- (a) The driver of each truck disposing of waste shall be presented a weight ticket from the scale house attendant. The ticket shall indicate date, hauler's company name, vehicle Permit Number and trailer/roll-off box decal number, gross weight, tare weight, net weight, origin of waste and time. Each driver will be responsible for identifying the municipality for which he/she is hauling.
- (b) If a driver fails to sign for or receive a weight ticket, the appropriate hauling company shall be billed for such delivery for the gross weight of the load delivered, at CRRA's discretion.
- (c) Drivers are responsible for checking weight tickets for accuracy. All discrepancies should be brought to the attention of CRRA and/or the scale house attendant as soon as possible. CRRA assumes no responsibility for unreported errors.
- (d) At the discretion and request of CRRA, the Permittee/hauler shall disclose to CRRA the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
- (e) The Permittee/hauler shall use its best efforts to identify and provide CRRA notice of the origins of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

#### **4.10 Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating Municipalities**

- (a) Delivery of Mixed Loads of Acceptable Solid Waste from multiple Participating Municipalities ("Acceptable Mixed Loads") will be accepted by CRRA only if the following criteria are met:
  - (1) The entire Acceptable Mixed Load must contain only Acceptable Solid Waste that is charged the same tip fee. Any Acceptable Mixed Load that contains Acceptable Solid Waste subject to different tip fees shall be charged the highest tip fee that is charged to any of the Participating Municipalities from which the waste originated.
  - (2) The Permittee/hauler shall use its best efforts to identify and provide CRRA notice of the origins of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.
  - (3) Permittee/hauler shall not deliver any Acceptable Mixed Load to any Waste Facility unless all of the Acceptable Solid Waste in the Acceptable Mixed Load is authorized by CRRA to be disposed of at such Waste Facility.

- (4) Any delivery of an Acceptable Mixed Load must be billed in its entirety to the Permittee/hauler that delivers the Acceptable Mixed Load to the Waste Facility.
- (b) Haulers may not deliver loads containing Acceptable Recyclables that originate from more than one municipality. Loads from municipalities not participating in CRRA's recycling program will not be accepted unless CRRA has authorized such delivery.

#### **4.11 Recycling Facilities Load Rejection Policy**

- (a) CRRA or its Designee will reject loads if they include unacceptable levels of contamination, if they are unprocessable, or if they otherwise do not meet the terms and conditions hereof. Loads may be rejected before or after unloading. If a delivery is rejected after unloading, it is subject to a two hundred dollar (\$200.00) handling charge. If a delivery is rejected after unloading at a Recycling Transfer Station into a transfer station trailer, it is subject to a five hundred dollar (\$500.00) fine for excessive contamination.
- (b) Loads that are rejected prior to unloading will not be subject to a handling charge unless CRRA or the Operators determine that such charge is appropriate under the circumstances. Loads that are rejected prior to unloading will be considered as voided transactions and the tonnage will not accrue to the municipality of origin. CRRA reserves the right to charge additional fees, disposal fees, and or penalties above two hundred dollars (\$200.00) when circumstances warrant such.
- (c) Loads will be considered unacceptable if any of the following apply:
  - (1) They originate from more than one municipality.
  - (2) They are found to be contaminated and/or unprocessable.
  - (3) CRRA has previously communicated in writing to the hauler that the load or loads cannot be delivered to the Recycling Facilities without prior written approval of CRRA.
- (d) Loads will be considered contaminated if any of the following apply:
  - (1) A load of commingled containers contains more than 5% unacceptable containers or materials other than Acceptable Commingled Container Recyclables.
  - (2) A load of paper fiber contains more than 5% unacceptable paper fibers or material other than Acceptable Paper Fiber Recyclables.
  - (3) A load of Single Stream Recyclables contains more than 5% unacceptable Paper Fiber Recyclables or Commingled Container Recyclables or materials other than Acceptable Paper Fiber Recyclables or Acceptable Commingled Container Recyclables.

- (e) Loads will be considered unprocessable if any of the following apply:
- (1) More than 10% of a load of Paper Fiber Recyclables are wet except as a result of inclement weather.
  - (2) Acceptance of the load would significantly disrupt the normal operations of the Recycling Facility.
  - (3) More than 25% of a load's glass containers are broken in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
  - (4) More than 25% of aluminum cans are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
  - (5) More than 25% of plastic containers are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
  - (6) The condition of the load is such that a significant part (or the entire load) of the material would be unmarketable after processing or that by processing the material delivered in the load with the other accepted, processible material, such other accepted processible material would be rendered unprocessable and/or unmarketable by coming in contact with the material in the load.

## **5. BILLING**

### **5.1 Payment of Invoices**

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

### **5.2 Liability for Payment of Invoices**

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

### 5.3 Past Due Invoices

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

### 5.4 Miscellaneous

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

### 5.5 Return Check Policy

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

### 5.6 Disputes on Billing

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

shall be considered or made by CRRA for the disputed charge(s) until notice is give as aforesaid.

## 6. SANCTIONS

### 6.1 Sanctions

- (a) Permittee must adhere to the terms of these Procedures. In addition to the other remedies available to CRRA hereunder, CRRA may at its sole discretion impose the sanctions, as liquidated damages, against any Permittee who violates any provision of these Procedures. See **Appendix A** attached hereto for examples of violations and their applicable sanctions. However, **Appendix A** is not, nor is it intended to be, a complete listing of all violations and applicable sanctions.
- (b) In the event that an individual/Permittee disrupts the operation of, or creates a disturbance or acts in an unsafe or unruly manner at any of the Facilities, CRRA may in its sole discretion prohibit such individual from entering the premises of all or any part of the Project for a period to be determined by the Enforcement/ Recycling Director or his/her designee.
- (c) CRRA may in its sole discretion reduce the sanctions authorized in **Appendix A** if CRRA determines that the circumstances involving the offense warrant such reduction.
- (d) In addition to any other violations of these procedures, sanctions shall be imposed by CRRA for the following:
  - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and CRRA for the delivery of Acceptable Solid Waste by Permittee to the Facilities;
  - (2) Delivery of waste from a municipality and representing that such waste is from another municipality (“Misrepresentation of Waste Origin”); and
  - (3) Delivery of an Acceptable Mixed Load(s) of Acceptable Solid Waste that does not conform to the requirements of Section 4.10 herein.
- (e) If a Permittee does not commit a violation during the six (6) month period following the Permittee’s most recent violation, the Permittee’s record will be considered clear and any subsequent violation after the six (6) month period will be considered the Permittee’s first violation.

### 6.2 Appeal Process

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

The following process must be followed to preserve the appeal rights of a Permittee/hauler:

- (a) Within 10 days of the date of the monetary violation, Permittee/hauler must contact the CRRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford, Connecticut 06114 or facsimile at 860-278-8471 to request the incident report and supporting documentation (“Incident Report”) on the violation at issue.
- (b) The Field Manager of Enforcement/Recycling will send Permittee/hauler the Incident Report via certified mail/return receipt, with a cover letter noting the date the request was received.
- (c) Within 15 days of the receipt of the Incident Report, if Permittee/hauler has contradicting evidence that provides a reasonable basis to contest the Incident Report, Permittee/hauler must send a letter to the Director of Enforcement/Recycling at 100 Constitution Plaza, Hartford CT 06103, via certified mail/return receipt, explaining the reason for the appeal with a copy of the contradicting evidence.
- (d) No appeal will be granted if Permittee/hauler has not submitted evidence which contradicts the Incident Report or that provides a reasonable basis to contest the incident report.
- (e) No appeal will be granted if Permittee/hauler has not responded in the timeframe outlined above.
- (f) If the Permittee/hauler’s request to initiate the appeals process is granted, any monetary fine(s) imposed against it in accordance with Appendix A shall be stayed pending the final decision of the Appeals Committee. If the appeal is denied or the monetary fines are reduced by the Appeals Committee, Permittee/hauler will be invoiced accordingly and the amount shall be paid in full by such Permittee/hauler within twenty (20) days from the date of such invoice.
- (g) The Appeal Committee shall consist of three (3) members: CRRA President or designee, CRRA Director of Legal Services or designee, and an impartial, uninvolved ad hoc hauler member selected from a list of haulers registered to use the Facilities.
- (h) The Appeal Committee will review the Incident Report and Permittee/hauler Information. The Appeal Committee may consolidate Incident Reports for the purpose of an appeal. The Appeal Committee will notify Permittee/hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. This decision is final.

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

## **7. LEGAL**

### **7.1 Consistent with Municipal Solid Waste Management Services Contract**

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

### **7.2 Governing Law**

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



(f) ss

## APPENDIX A

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

Notes:

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

**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](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Waste Transportation And Transfer Station Operation And Maintenance Services  
Form of Agreement Exhibit J

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 OF THIRD PARTY FEES**

[The successful Proposer's Affidavit Of Third Party Fees (that was submitted with the successful Proposer's Proposal) will be added by CRRA.]

## **AFFIDAVIT CONCERNING NONDISCRIMINATION**

[The successful Proposer's Affidavit Concerning Nondiscrimination (that was submitted with the successful Proposer's Proposal) will be added by CRRA.]

## **EXHIBIT M: CRR PERMITS**

The Permits listed below are those CRR Permits referred to in Section 2.3 of the Agreement, and include all CTDEEP Permits and all P&Z Permits for which CRR is and shall remain the permittee. The Contractor shall be responsible for obtaining and maintaining all Permits that are not listed in this **Exhibit M** that may be required to perform the Services.

### **ESSEX TRANSFER STATION**

#### ***Solid Waste Permit No. SW-050-2-C, Permit to Construct***

- Permit (04/13/87)
- Minor Permit Amendment for the Recyclables Transfer Area (07/29/94)

#### ***Solid Waste Permit No. SW-050-3-C, Permit to Operate***

- Permit (12/11/87)

#### ***Stormwater Discharge Certificate No. GS1000595***

- Registration Status 11/02/12

#### ***Town of Essex Zoning Commission Special Exception Permit***

- Memorandum of Decision (2/9/87)
- Permit (4/14/87)
- Memorandum of Decision (03/22/93)
- Permit (04/23/93)
- Memorandum of Decision (10/22/12)
- Permit (To be issued November/December 2012)

### **TORRINGTON TRANSFER STATION**

#### ***Solid Waste Permit No. SW-143-4-T, Permit to Construct***

- Permit (12/30/87)

#### ***Solid Waste Permit No. 1430666-PO, Permit to Operate***

- Permit (04/22/04)

#### ***Water Compliance Approval for Underground Holding Tank***

- Approval (03/02/87)

#### ***Stormwater Discharge Certificate No. GS1000521***

- Registration Status 11/02/12

***City of Torrington Planning and Zoning Commission Certification***

- Certification (11/02/92)

**WATERTOWN TRANSFER STATION**

***Solid Waste Permit No. SW1530112, Permit to Construct***

- Permit (12/27/89)
- Minor Permit Amendment for the Addition of a Recycling Center (12/20/91)
- Modification to Permit to Include Receipt of Waste from Waterbury (09/27/94)

***Solid Waste Permit No. 1530867-PO, Permit to Operate***

- Permit (04/07/08)

***Water Management Approval for Holding Tank, Catch Basins, and Grass Treatment Swale***

- Approval (06/08/90)

***Stormwater Discharge Certificate No. GS1000522***

- Registration Status 11/02/12

***Town of Watertown Planning and Zoning Commission Certificate***

- Notice of Decision (01/02/92)
- Letter concerning Certificate of Zoning Compliance (11/14/07)





**CONTRACTOR'S CERTIFICATION  
CONCERNING GIFTS**

**WASTE TRANSPORTATION AND TRANSFER STATION  
OPERATION AND MAINTENANCE SERVICES**

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

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder/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 bid/proposal for the Waste Transportation And Transfer Station Operation And Maintenance Services (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between July 2012 and the date of execution of the Agreement, by
  - (a) The Contractor,
  - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/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 bid/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 bid/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

Waste Transportation and Transfer Station Operation and Maintenance Services  
Form of Agreement Exhibit N

4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and
5. The Contractor made the bid/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 Bids/Proposals for the Agreement**

Thomas Gaffey, Director of Recycling and Enforcement
Virginia Raymond, Operations Manager
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 Christopher G. Donovan, 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 12

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

Waste Transportation and Transfer Station Operation and Maintenance Services  
Form of Agreement Exhibit N

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**

**WASTE TRANSPORTATION AND TRANSFER STATION  
OPERATION AND MAINTENANCE SERVICES**

**Awarded To**

**[NAME OF PROPOSER]**

(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 Waste Transportation And Transfer Station Operation And Maintenance Services 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