

**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE
WATERBURY BULKY WASTE LANDFILL
(Bid Number 2007E003)**

**BID DUE DATE
MAY 4, 2007**

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

April 12, 2007

REQUEST FOR BIDS
For
SALE OF CAPACITY OF THE
WATERBURY BULKY WASTE LANDFILL

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

April 12, 2007

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**REQUEST FOR BIDS
FOR
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LANDFILL**

SECTION 1

NOTICE TO FIRMS – REQUEST FOR BIDS

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO FIRMS – REQUEST FOR BIDS

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public agency of the State of Connecticut that is responsible for providing solid waste disposal and recycling services to more than 100 municipalities in the state.

CRRA owns approximately eighteen acres of land located at Highland Avenue and Highview Street in Waterbury, Connecticut that is the CRRA Waterbury Bulky Waste Landfill (the “Landfill”). CRRA is seeking bids from qualified firms for the purchase from CRRA of the estimated 41,300 cubic yards of remaining capacity of the Landfill. The firm that purchases the capacity of the Landfill may also be required to operate and manage the Landfill. Land-clearing debris and waste resulting directly from demolition activities (except calcium sulfate (commonly known as plaster of paris, gypsum, or drywall) may be disposed at the Landfill.

Request for Bids (“RFB”) package documents may be obtained during normal working hours at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning **Thursday, April 12, 2007**. The documents will also be available beginning on the same date on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page.

There will be a mandatory pre-bid conference and tour of the Landfill for all prospective bidders. **The mandatory pre-bid conference and tour will be held at the Waterbury Bulky Waste Landfill at 10:00 a.m., Eastern Time, on Thursday, April 19, 2007.** Any prospective bidder intending to participate in the tour must contact David Bodendorf ((860) 757-7721 or dbodendorf@crra.org) at least 24 hours in advance of the pre-proposal conference and Landfill tour (i.e., by 10:00 a.m., Wednesday, April 18, 2007).

Sealed bids in response to this RFB will be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Eastern Time, on Friday, May 4, 2007.

Bids will be opened privately at CRRA’s convenience on or after the bid due date. Note that all information submitted by a firm responding to this RFB is subject to the Freedom of Information Act.

All questions regarding this RFB must be submitted in writing to David Bodendorf, Senior Environmental Engineer by e-mail (dbodendorf@crra.org) or by fax (860-757-7742) or by letter (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than **3:00 p.m. on Tuesday, April 24, 2007**. Any firm considering submitting a bid is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Bodendorf.

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

**SECTION 2
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

SALE OF CAPACITY OF THE WATERBURY BULKY WASTE LANDFILL

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1. INTRODUCTION

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public agency of the State of Connecticut that is responsible for providing solid waste disposal and recycling services to more than 100 municipalities in the state. To that end, CRRA has developed, constructed and now operates an integrated system of four resource recovery facilities, two regional recycling centers, five landfills (two of which are still in operation) and twelve transfer stations. At present, CRRA accepts more than 75% of the municipal solid waste (“MSW”) generated in Connecticut. These facilities are operated by entities that are under contract to CRRA.

CRRA’s statewide system is delineated by four waste management projects (Bridgeport, Mid-Connecticut, Southeast and Wallingford). Each of the projects is based on a waste-to-energy facility.

The Bridgeport Project provides waste management and recycling services to 20 municipalities in Fairfield and New Haven counties. The Greater Bridgeport Solid Waste Advisory Board (“SWAB”) advises CRRA on solid waste management issues associated with the Bridgeport Project. SWAB is composed of representative of the municipalities that are members of the Bridgeport Project.

Among the facilities CRRA has developed and that is part of the Bridgeport Project is the Waterbury Bulky Waste Landfill (the "Landfill"), an approximately 18-acre facility located at Highland Avenue and Highview Street in Waterbury, Connecticut. CRRA acquired the Landfill in 1986 and has used it since then to dispose of land-clearing debris and waste resulting directly from demolition activities, except for calcium sulfate (commonly known as plaster of paris, gypsum, or drywall).

CRRA is seeking bids from qualified firms to purchase from CRRA the estimated 41,300 cubic yards of remaining disposal capacity of the Landfill. The "41,300 cubic yard" figure includes the capacity available for waste materials and cover soils. CRRA will provide the cover soils.

CRRA is soliciting bids for two scenarios. Under Scenario 1, the successful bidder will operate and manage the Landfill while the capacity purchased by the successful bidder is being filled. Under Scenario 2, an entity other than the successful bidder will operate and manage the Landfill while the capacity purchased by the successful bidder is being filled. These scenarios are explored in detail in Section 5 of this Instructions To Bidders and in the Scope Of Work (**Exhibit A** of the Agreement).

There is also a optional third scenario for which CRRA is seeking bids. Under this scenario, CRRA would acquire additional property to the south of the Landfill which would increase the capacity available by an estimated 84,700 cubic yards.

2. DEFINITIONS

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

- (a) **Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Agreement For Sale Of Capacity Of The Waterbury Bulky Waste Landfill (the "Agreement");
 - (2) Notice To Firms – Request For Bids;
 - (3) Instructions To Bidders;
 - (4) Bid Form;
 - (5) Bid Price And Term Form;
 - (6) Background And Experience Form
 - (7) Compliance History Form
 - (8) References Form
 - (9) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
 - (10) Affidavit Of Third Party Fees;
 - (11) Background Questionnaire;
 - (12) Addenda;

- (13) The bidder's Bid (including all documentation attached to or accompanying such Bid, all other documentation submitted in connection with such Bid, and all post-submission documentation submitted prior to the Notice Of Award);
 - (14) Notice Of Award;
 - (15) Notice To Proceed; and,
 - (16) Any written amendments to the Agreement issued pursuant to Sections 2.8 and/or 8.7 of the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful bidder that states that CRRA has accepted such bidder's bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.

Terms that are not defined and used in this Instructions To Bidders shall have the same respective meanings assigned to such terms in the Agreement.

3. RFB PROJECTED TIMELINE

The following is the projected timeline for the RFB process:

ITEM	DATE
RFB Formally Announced	Thursday, April 12, 2007
Pre-Bid Conference and Site Tour	Thursday, 10:00 a.m. April 19, 2007
Deadline for Written Questions	Tuesday, April 24, 2007
Response to Written Questions	By Friday, April 27, 2007
Bids Due at CRRA	Friday, May 4, 2007

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

4. COMMUNICATIONS WITH CRRA STAFF AND BOARD MEMBERS

Except as otherwise authorized by this Instructions To Bidders, during the pendency of the RFB process, firms contemplating or preparing bids are prohibited from contacting CRRA staff or CRRA Board of Directors members in an ex parte manner to discuss the RFB process. A bidder's bid shall be rejected if any of the foregoing ex parte communications take place.

5. SCOPE OF WORK

The Work to be performed under the Agreement is more particularly described in **Exhibit A** of the Agreement. Specific instructions about how the Work is to be performed are included in the Agreement. The successful bidder will be required to furnish all materials, labor, equipment and incidentals thereto to fill the estimated 41,300 cubic yards of remaining disposal capacity of the Landfill. The "41,300 cubic yard" figure includes capacity for additional waste emplaced in the Landfill and for cover soils. CRRA will be responsible for providing cover soils. The successful bidder may also be required to furnish all materials, labor, equipment and incidentals thereto to operate and manage the Landfill during the period in which material is being disposed (hereinafter collectively referred to as the "Work" or "Project").

The Landfill is permitted by the Connecticut Department of Environmental Protection ("CTDEP") for the disposal of "bulky waste." "Bulky waste" is defined in the Regulations Of Connecticut State Agencies ("RCSA") as "landclearing debris and waste resulting directly from demolition activities other than clean fill" (RCSA 22a-209-1). CRRA, however, will only allow the disposal of Acceptable Solid Waste in the Landfill. Acceptable Solid Waste is bulky waste, as defined by CTDEP, except for calcium sulfate (commonly known as plaster of paris, gypsum, or drywall) regardless of whether or not such calcium sulfate waste comes from demolition activities. Unacceptable Waste is all other types of solid waste, including, but not limited to, hazardous waste, tires, mattresses and furniture.

Access to the Landfill is across property to the east and north of the Landfill owned by LoRusso and Sons, Inc. ("LR&S"). CRRA has a right-of-way across the LR&S property.

CRRA is soliciting bids for the remaining capacity at the Landfill for two scenarios. Under Scenario 1, the successful bidder will operate and manage the Landfill while the capacity purchased by the successful bidder is being filled. Under Scenario 2, an entity other than the successful bidder will operate and manage the Landfill while the capacity purchased by the successful bidder is being filled. These scenarios are explored in detail in the Scope Of Work (**Exhibit A** of the Agreement).

There is also an Optional Scenario 3 for which CRRA is seeking bids. Under this Optional Scenario 3, CRRA would acquire additional property to the south of the Landfill which would increase the capacity available by an estimated 84,700 cubic yards.

The successful bidder will be required to post a payment bond, letter of credit or other surety acceptable to CRRA for the full amount of the bid price at the time the Agreement is executed.

5.1 Scenario 1 – Successful Bidder Operates And Manages The Landfill

Under Scenario 1, the successful bidder would purchase the currently remaining capacity (an estimated 41,300 cubic yards) of the Landfill from CRRA and would operate and manage the Landfill as the capacity purchased by the successful bidder is filled.

The successful bidder would have to relocate an estimated 7,700 cubic yards of waste material to an adjacent area of the Landfill to correct an existing condition. Capacity for this estimated 7,700 cubic yards of relocated waste material has already been deducted from the currently remaining capacity of the Landfill.

5.2 Scenario 2 – Entity Other Than Successful Bidder Operates And Manages The Landfill

Under Scenario 2, the successful bidder would purchase the currently remaining capacity (an estimated 41,300 cubic yards) of the Landfill from CRRA, but an entity other than the successful bidder would operate and manage the Landfill under contract to CRRA while the capacity purchased by the successful bidder is being filled. The successful bidder would not be permitted to make more than 65 deliveries per day of Landfill operation to the Landfill.

Under this Scenario, the entity other than the successful bidder that operates and manages the Landfill would be responsible for relocating the estimated 7,700 cubic yards of material to address an existing condition.

5.3 Scenario 3 (Optional) – Additional Capacity Becomes Available

The CTDEP permits held by CRRA for the Landfill allow CRRA to landfill waste material against an abandoned railroad embankment to the south of the Landfill. Because CRRA does not own the abandoned railroad embankment, CRRA's current plans for filling the Landfill do not include filling against the embankment. CRRA is now considering purchasing the abandoned railroad embankment, but the timing for such a purchase is uncertain. If CRRA does purchase the abandoned railroad embankment, CRRA would, as its permits allow, fill against it.

If CRRA purchases the abandoned railroad embankment and issues to the Contractor, at CRRA's sole and absolute discretion, a Notice To Proceed with Optional Scenario 3 by January 1, 2008, Scenario 3 will be implemented through an amendment to the Agreement pursuant to Section 2.8 of the Agreement. Such an amendment shall only address indeterminate terms of the Agreement related to the Work involved with Scenario 3. If CRRA does not issue a Notice To Proceed with Optional Scenario 3 by January 1, 2008, Optional Scenario 3 will not be implemented.

If an entity other than the successful bidder operates and manages the Landfill while the additional capacity purchased by the successful bidder is being filled, the successful bidder could not be permitted to make more than 65 deliveries of waste per day of Landfill operation to the Landfill.

6. RFB PACKAGE DOCUMENTS

This RFB package consists of the following documents:

- (a) Notice To Firms – Invitation To Bid;
- (b) Instructions To Bidders;
- (c) Bid Form;
- (d) Bid Price And Term Form;
- (e) Background And Experience Form
- (f) Compliance History Form
- (g) References Form
- (h) Work Experience Form;
- (i) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (j) Affidavit Of Third Party Fees;
- (k) Background Questionnaire
- (l) Notice Of Award;
- (m) Notice To Proceed
- (n) Agreement For Sale Of Capacity Of The Waterbury Bulky Waste Landfill, including:

Exhibit A – Scope of Work

Exhibit B – Contract Price And Term And Payment Procedures

Exhibit C – Payment Bond And Letter Of Credit Forms

Complete sets of the above documents may be obtained during normal business hours at CRRA's Offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning Thursday, April 12, 2007.

All of the Bid Package Documents are also available in PDF format beginning on the same date on the World Wide Web at:

<http://www.crra.org> under the "Business Opportunities" page.

All of the forms included in the documents are also available for downloading in Microsoft Word format. CRRA encourages bidders to use the Microsoft Word forms.

5. MANDATORY PRE-BID CONFERENCE AND LANDFILL TOUR

A mandatory pre-bid conference and tour of the Landfill for all prospective bidders will be conducted by CRRA staff at the Waterbury Bulky Waste Landfill on Thursday, April 19, 2007 beginning at 10:00 a.m., Eastern Time. CRRA reserves the right to reject bids submitted by a bidder that did not attend the mandatory pre-bid conference and Landfill tour. Alternate times for visiting the Landfill will not be allowed.

Prospective bidders should contact David Bodendorf ((860) 757-7721 or dbodendorf@crra.org) at least 24 hours in advance of the pre-proposal conference and Landfill tour

(i.e., by 10:00 a.m., Wednesday, April 18, 2007) to make arrangements for participating in the conference and tour and for directions to the Landfill.

6. ADDENDA AND INTERPRETATIONS

CRRA may issue Addenda to this RFB package that shall, upon issuance, become part of this package and binding upon all potential or actual bidders for the Work. Such Addenda may be issued in response to written requests for interpretation or clarification received from potential bidders. Any request for interpretation or clarification of any documents included in this RFB package or any other question must be **submitted in writing to David Bodendorf, Senior Environmental Engineer, by e-mail (dbodendorf@crra.org) or by fax ((860) 757-7742) or by letter (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722).**

To be given consideration, any such request must be received by CRRA by 3:00 p.m., on Tuesday, April 24, 2007.

Addenda, if any, issued prior to the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who picked up or requested from CRRA a printed copy of the bid package documents or who otherwise notified CRRA of their interest in the RFB. Such addenda will also be posted on CRRA's web site (<http://www.crra.org>) on the "Business Opportunities" page.

Addenda, if any, issued after the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who attended the pre-bid conference and site tour and will be posted on CRRA's web site (<http://www.crra.org>) on the "Business Opportunities" page. Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline.

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

7. BID SUBMISSION PROCEDURES

Sealed bids in response to this RFB must be submitted no later than 3:00 p.m., Eastern Time, Friday, May 4, 2007 at the following address:

Connecticut Resources Recovery Authority
Attn: Mr. David Bodendorf
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06106

CRRA reserves the right to reject bids received after the time and date set forth above.

Each bidder must submit one (1) original and five (5) copies of its bid. The original of the bid shall be stamped or otherwise marked as such.

Each bid (the original and five copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid For Sale Of Waterbury Landfill Capacity."

Bids shall remain open and subject to acceptance for one hundred twenty (120) days after the bid due date.

The terms and conditions of the Agreement (Section 13 of this RFB), as attached, are non-negotiable. Any bidder that will be unable to execute the Agreement, as attached, should not submit a bid.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to CRRA's offices at any time prior to the bid due date.

8. BID CONTENTS

Bids shall be submitted on forms provided by CRRA as part of this RFB package. All of the forms must be completed with the appropriate information required and all blanks on such forms filled in.

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

- (a) Cover letter, which includes the name of the bidder, the names of any subcontractors the bidder would use to complete the Work, and the bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 11.3(e) of this Instructions To Bidders). The cover letter must be signed by an individual authorized to enter into the Agreement with CRRA;
- (b) The completed Bid Form, with Addenda, if any, listed in the appropriate place (Page 3-2), the name and address of the contact for Notices listed in the appropriate place (Page 3-6) and the completed agreement page (Page 3-7);
- (c) The completed Bid Price And Term Form (Pages 4-1 through 4-5), with a bid price and bid term provided for each scenario where requested;
- (d) The completed Background And Experience Form (Page 5-1);
- (e) The completed Compliance History Form (Page 6-1 through 6-2);
- (f) The completed References Form (Page 7-1 through 7-2);
- (g) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form, with the bidder's most recent EEO-1 data attached, if applicable;

- (h) The completed Affidavit Of Third Party Fees (subscribed and sworn before a Notary Public or Commissioner of the Superior Court); and
- (i) The completed Background Questionnaire (subscribed and sworn before a Notary Public or Commissioner of the Superior Court).

Bidders should not include in their bids any other portions of the RFB Documents (e.g., this Instructions To Bidders or the Agreement).

9. BID OPENING

All bids will be opened privately at CRRA's convenience on or after the bid due date. **CRRA reserves the right to reject any or all of the bids, or any part(s) thereof, and/or to waive any informality or informalities in any bid or the RFB process.**

10. BID EVALUATION

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

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

10.1 Evaluation Criteria

CRRA will base its evaluation of bids on the following criteria:

- (a) Price;
- (b) The knowledge, capability and experience of the bidder in performing services similar to the Work addressed in this RFB;
- (c) The compliance history of the bidder;
- (d) The references of the bidder; and
- (e) Any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

10.2 Affirmative Action Evaluation Criteria

A bid will also be rated on the bidder's demonstrated commitment to affirmative action. Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State*

Agencies require CRRA to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- (a) The bidder's success in implementing an affirmative action plan (see Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of the RFB Package Documents));
- (b) The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (see Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of the RFB Package Documents));
- (c) The bidder's promise to develop and implement a successful affirmative action plan (see Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of RFB Package Documents));
- (d) The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 8(g) of this Instructions To Bidders); and
- (e) The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises (see Section 8(a) of this Instructions To Bidders).

11. INTERVIEWS

To assist in the selection process, CRRA may decide to interview bidders. Such Interviews, if they are conducted, will be held during the week of May 7, 2007.

12. CONTRACT AWARD

If CRRA decides to award the contract, CRRA will issue to the successful bidder a Notice Of Award within one hundred twenty (120) days after the bid due date.

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

13. BIDDER'S QUALIFICATIONS

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

14. BID PREPARATION AND OTHER COSTS

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

**REQUEST FOR BIDS
FOR
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LANDFILL**

**SECTION 3
BID FORM**

BID FORM

PROJECT: Bridgeport

CONTRACT NUMBER: _____ (To be filled in later by CRRA)

CONTRACT FOR: Sale Of Capacity Of The Waterbury Bulky Waste Landfill

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

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

The undersigned (the "Bidder") accepts and agrees to all terms and conditions of the Request For Bids, Instructions To Bidders, the Agreement and any Addenda to any such documents. This Bid shall remain open and subject to acceptance for one hundred twenty (120) days after the bid due date.

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

- (a) Execute the required number of counterparts of the non-negotiable Agreement;
- (b) Deliver to CRRA such executed counterparts and all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (c) Satisfy all other conditions of the Notice Of Award.

3. BIDDER'S OBLIGATIONS

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

- (a) To perform, furnish and complete all the Work as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs set forth in this Bid and in accordance with the terms and conditions of the Contract Documents and Agreement; and

- (b) At the request of CRRA and if the successful Bidder qualifies, to apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

4. BIDDER’S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT

In submitting this Bid, Bidder acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFB, are non-negotiable, and Bidder is willing to and shall, if CRRA accepts its Bid for the Work and issues a Notice Of Award to Bidder, execute such Agreement in its form presented. However, CRRA reserves the right to negotiate with Bidder over Bidder’s price and rates for the Work submitted on its Bid Price And Term Form.

5. BIDDER’S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Bid, Bidder represents that:

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

Addendum Number	Date Issued

- (b) Without exception the Bid is premised upon performing, furnishing and completing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Bidder is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Work;
- (d) Bidder has studied and carefully correlated Bidder’s knowledge and observations with the Contract Documents and such other related data;

- (e) Bidder has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Bidder;
- (f) If Bidder has failed to promptly notify CRRA of any conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, such failure shall be deemed by both Bidder and CRRA to be a waiver to assert these issues and claims in the future;
- (g) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Work;
- (h) Bidder is aware of the general nature of work to be performed by CRRA and others at the Landfill that relates to the Work for which this Bid is submitted; and
- (i) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Work for which this Bid is submitted.

6. BIDDER'S REPRESENTATIONS CONCERNING LANDFILL CONDITIONS

In submitting this Bid, Bidder acknowledges and agrees that:

- (a) All information and data included in this RFB package relating to the surface, subsurface and other conditions of the Landfill are from presently available sources and are being provided only for the information and convenience of the bidders;
- (b) CRRA does not assume any responsibility for the accuracy or completeness of such information and data, if any, shown or indicated in the Contract Documents with respect to any surface, subsurface or other conditions of the Landfill;
- (c) Bidder is solely responsible for investigating and satisfying itself as to all actual and existing Landfill conditions, including surface conditions, subsurface conditions and underground facilities; and
- (d) Bidder has visited the Landfill and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Work.

7. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this Bid, Bidder acknowledges and agrees that Bidder shall not use any information made available to it or obtained in any examination made by it in connection with this RFB in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between

information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Work.

8. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

9. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Bid, Bidder:

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

10. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

- (a) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, other than CRRA;
- (b) The prices in the Bid have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices with any other person or company;
- (c) Unless otherwise required by law, the prices that have been quoted in this Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to "opening" to any other person or company;

- (d) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit, or not to submit, a Bid for the purpose of restricting competition;
- (e) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; and
- (f) Bidder has not sought by collusion to obtain for itself any advantage for the Work over any other Bidder for the Work or over CRRA.

11. BIDDER'S REPRESENTATIONS CONCERNING RFB FORMS

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

12. BIDDER'S WAIVER OF DAMAGES

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

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

13. ATTACHMENTS

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

- (a) The Bid Price And Term Form, which has been completely fill out by Bidder with bid prices and bid terms provided for each scenario;
- (b) The Background And Experience Form, which has been completely fill out by Bidder;
- (c) The Compliance History Form, which has been completely filled out by Bidder;

- (d) The References Form, which has been completely filled out by Bidder;
- (e) The Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety, which has been completely filled out by Bidder;
- (f) The Affidavit Of Third Party Fees, which has been completely filled out by Bidder and signed before a Notary Public or Commissioner of the Superior Court; and
- (g) The Background Questionnaire, which has been completely filled out by Bidder and signed before a Notary Public or Commissioner of the Superior Court.

14. NOTICES

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

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

15. ADDITIONAL REPRESENTATION

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

AGREED TO AND SUBMITTED ON _____, 200__

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

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

SECTION 4

BID PRICE AND TERM FORM

BID PRICE AND TERM FORM

Name of Bidder (Firm):	
------------------------	--

Each bidder shall submit a Bid Price And Term Form as part of its bid. Bidders should carefully review the Scope Of Services for the work (**Exhibit A** to the Agreement) prior to preparing the Bid Price And Term Form. Bidders must provide bid prices and bid terms for each scenario for which they are requested in this Bid Price And Term Form.

Prices submitted shall be inclusive of any and all costs associated with performing the Work specified in the Scope Of Work, including, but not limited to, the costs of mobilization, demobilization, labor, supervision, materials, equipment, tools, transportation, licenses and permits, insurance and any other items, services or activities that will be required to complete the Scope Of Work.

For reconciliation purposes (see **Exhibit B** to the Agreement), the “per cubic yard” price used in the reconciliation will be calculated based on the estimated capacity available (41,300 cubic yards for Scenario 1 and Scenario 2 and an additional 84,700 cubic yards for Optional Scenario 3) and the bidders lump sum bid price for the capacity

1. SCENARIO 1 – BIDDER OPERATES AND MANAGES THE LANDFILL

1.1 Lump Sum Payment By Bidder To CRRA For The Remaining Capacity And Operation And Management Of The Landfill

Bidder proposes to pay to CRRA the following lump sum amount for the remaining capacity (i.e., an estimated 41,300 cubic yards, which includes waste disposal capacity and the capacity required for cover soils, which cover soils will be provided by CRRA) of the Landfill and for operating and managing the Landfill while the capacity purchased by the Bidder is being filled.

\$
(Use Figures)
(Use Words)

1.2 Lump Sum Payment By CRRA To Bidder For Relocating Approximately 7,700 Cubic Yards Of Material

Bidder proposes that CRRA pay to the Bidder (or credit against amounts that might otherwise be owed to CRRA by the Bidder) the following lump sum amount for the Bidder to relocate an estimated 7,700 cubic yards of waste material to an adjacent area of the Landfill to correct an existing condition.

\$
(Use Figures)
(Use Words)

1.3 Term Of The Work

Bidder proposes that it will complete filling the remaining capacity of the Landfill (i.e., an estimated 41,300 cubic yards) in the following number of months from the time Bidder receives a Notice To Proceed from CRRA to begin filling the remaining capacity. The term proposed by Bidder shall not be more than 12 (twelve) months

	Months
--	--------

2. SCENARIO 2 – ENTITY OTHER THAN BIDDER OPERATES AND MANAGES THE LANDFILL

2.1 Lump Sum Payment By Bidder To CRRA For The Remaining Capacity Of The Landfill

Bidder proposes to pay to CRRA the following lump sum amount for the remaining capacity (i.e., an estimated 41,300 cubic yards, which includes waste disposal capacity and the capacity required for cover soils, which cover soils will be provided by CRRA) of the Landfill. An entity other than the Bidder will operate and manage the Landfill under contract to CRRA while the capacity purchased by the Bidder is being filled.

\$	
	(Use Figures)
	(Use Words)

2.2 Term Of The Work

Bidder proposes that it will complete delivery of waste to fill the remaining capacity of the Landfill (i.e., an estimated 41,300 cubic yards) in the following number of months from the time Bidder receives a Notice To Proceed from CRRA to begin delivery of waste to fill the remaining capacity. The term proposed by Bidder shall not be more than 12 (twelve) months. Bidder will not be permitted to make more than 65 deliveries per day of Landfill operation to the Landfill.

	Months
--	--------

3. SCENARIO 3 (OPTIONAL) – ADDITIONAL CAPACITY BECOMES AVAILABLE

CRRA is considering acquiring an abandoned railroad embankment to the south of the Landfill. If CRRA acquires the embankment, the amount of capacity available for landfill would increase by an estimated 84,700 cubic yards. Filling this capacity would be an optional Scenario under the Agreement to be implemented at CRRA’s sole and absolute discretion.

If CRRA purchases the abandoned railroad embankment and issues to the Bidder, at CRRA’s sole and absolute discretion, a Notice To Proceed with Scenario 3 by January 1, 2008, Scenario 3 will be implemented through an amendment to the Agreement pursuant to Section 2.8 of the Agreement. Such an amendment shall only address indeterminate terms of the Agreement related to the Work involved with Scenario 3. If CRRA does not issue a Notice To Proceed with Scenario 3 by January 1, 2008, Scenario will not be implemented.

If Scenario 3 is implemented, the additional capacity purchased by the Bidder must be filled by October 1, 2008.

3.1 Bidder Operates And Manages The Landfill

Bidder proposes to pay to CRRA the following lump sum amount for the additional capacity (i.e., an estimated 84,700 cubic yards, which includes waste disposal capacity and the capacity required for cover soils, which cover soils will be provided by CRRA) of the Landfill, if such additional capacity becomes available, and for operating and managing the Landfill while the additional capacity purchased by the Bidder is being filled.

\$
(Use Figures)
(Use Words)

3.2 Entity Other Than Bidder Operates And Manages The Landfill

Bidder proposes to pay to CRRA the following lump sum amount for the additional capacity (i.e. an estimated 84,700 cubic yards, which includes waste disposal capacity and the capacity required for cover soils, which cover soils will be provided by CRRA) of the Landfill, if such additional capacity becomes available. An entity other than the Bidder will operate and manage the Landfill under contract to CRRA while the additional capacity purchased by the Bidder is being filled. Bidder will not be permitted to make more than 65 deliveries per day of Landfill operation to the Landfill.

\$
(Use Figures)
(Use Words)

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

**SECTION 5
BACKGROUND AND EXPERIENCE FORM**

BACKGROUND AND EXPERIENCE FORM

In the space below, provide a brief background of your firm and summarize your work experience of a similar nature to that specified in the Contract Documents.

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

**SECTION 6
COMPLIANCE HISTORY FORM**

COMPLIANCE HISTORY FORM

Fill out the Form below. If you answer “yes” to any of the questions, you must complete the Table Of Enforcement Actions on the following page.

		Yes	No
1.	During the five years immediately preceding submission of this Bid, has the Bidder been convicted in any jurisdiction of a criminal violation of any environmental law?	<input type="checkbox"/>	<input type="checkbox"/>
2.	During the five years immediately preceding submission of this Bid, has a civil penalty been imposed upon the Bidder in any state, including Connecticut, or federal judicial proceeding for any violation of an environmental law?	<input type="checkbox"/>	<input type="checkbox"/>
3.	During the five years immediately preceding submission of this Bid, has a civil penalty exceeding five thousand dollars been imposed on the applicant in any state, including Connecticut, or federal administrative proceeding for any violation of an environmental law?	<input type="checkbox"/>	<input type="checkbox"/>
4.	During the five years immediately preceding submission of this Bid, has any state, including Connecticut, or federal court issued any order or entered any judgment to the Bidder concerning a violation of any environmental law?	<input type="checkbox"/>	<input type="checkbox"/>
5.	During the five years immediately preceding submission of this Bid, has any state, including Connecticut, or federal administrative agency issued any order to the Bidder concerning a violation of any environmental law?	<input type="checkbox"/>	<input type="checkbox"/>

TABLE OF ENFORCEMENT ACTIONS

Type Of Action	Date	Jurisdiction	Case/Docket Number	Description Of Violation

This Form may be duplicated if additional space is required.

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

SECTION 7

REFERENCES FORM

REFERENCES FORM

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

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

**REQUEST FOR BIDS
FOR
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LANDFILL**

**SECTION 8
QUESTIONNAIRE CONCERNING AFFIRMATIVE
ACTION, SMALL BUSINESS CONTRACTORS
AND OCCUPATIONAL HEALTH AND SAFETY**



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

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

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

LIST OF ACRONYMS

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

FOOTNOTE

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

SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

**REQUEST FOR BIDS
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SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

**SECTION 9
AFFIDAVIT OF THIRD PARTY FEES**



AFFIDAVIT OF THIRD PARTY FEES (Form A2)

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. _____ (firm name) seeks to enter into the Agreement For The Sale Of Capacity Of The Waterbury Landfill (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 ¹

(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 _____ 200 _____

 Notary Public/Commissioner of the Superior Court

¹ Please attach documents evidencing the terms of the fee arrangement and services.



ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES (Form A2a)

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

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

Attach additional pages as necessary.

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

**SECTION 10
BACKGROUND QUESTIONNAIRE**



**BIDDER'S/PROPOSER'S BACKGROUND
QUESTIONNAIRE**

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

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

	Yes	No
5. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding, alone or in combination, more than 50% of the stock of the Bidder/Proposer ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority? <i>If you answered "Yes" to Question 5, on a separate sheet of paper please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

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

Sworn to before me this _____ day of _____ 200_____

 Notary Public/Commissioner of the Superior Court

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

**SECTION 11
NOTICE OF AWARD**

NOTICE OF AWARD*

TO: [NAME AND ADDRESS OF SUCCESSFUL BIDDER]

PROJECT: Bridgeport

CONTRACT NUMBER: [CRRA CONTRACT NUMBER]

CONTRACT FOR: Sale Of Capacity Of The Waterbury Bulky Waste Landfill

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [DATE OF BID] in response to CRRA's Notice To Firms – Request For Bids for the above-referenced Work, which Work is more particularly described in the Agreement For Sale Of Capacity Of The Waterbury Bulky Waste Landfill (the "Work").

You are hereby notified that your Bid has been accepted for performing the Work from time to time as the same may be requested by CRRA in one or more Notices To Proceed for specific aspects of the Work.

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

- (a) Execute the required number of the attached counterparts of the non-negotiable Agreement;
- (b) Deliver to CRRA such executed counterparts and all other attached Contract Documents along with the requisite certificates of insurance (see Section 6 of the Agreement); and
- (c) 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 (c) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Bid as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

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

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

Connecticut Resources Recovery Authority

By: _____
[TYPED PRINTED NAME]
Title: [TITLE]
Duly Authorized

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this [DAY OF MONTH] day of [MONTH], 2007.

By: _____ (Signature)
[TYPED/PRINTED NAME]
Title: [TITLE]
Duly Authorized

* Words and phrases in brackets and capital letters will be filled in with the information appropriate for the successful bidder on the Notice Of Award provided to the successful bidder.

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

**SECTION 12
NOTICE TO PROCEED**

NOTICE TO PROCEED*

TO: [NAME AND ADDRESS OF CONTRACTOR]

PROJECT: Bridgeport

CONTRACT NUMBER: [CRRA CONTRACT NUMBER]

CONTRACT FOR: Sale Of Capacity Of The Waterbury Bulky Waste Landfill

You are hereby notified to commence the [SPECIFIC DESCRIPTION OF THE PART OF THE WORK WITH WHICH THE CONTRACTOR IS TO PROCEED] in accordance with the Agreement, dated [DATE OF THE AGREEMENT]. By this date, you are to start performing the [SPECIFIC DESCRIPTION OF THE PART OF THE WORK WITH WHICH THE CONTRACTOR IS TO PROCEED] as required by the Contract Documents.

[SPECIAL INSTRUCTIONS, IF ANY]

You are required to acknowledge your receipt of this Notice To Proceed by signing below and returning such receipted Notice To Proceed to CRRA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE AND ACCEPTANCE PAGE FOLLOWS]

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

Connecticut Resources Recovery Authority

By: _____
Peter W. Egan
Title: Director of Environmental Affairs & Development

ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged this [DAY OF MONTH] day of [MONTH], [YEAR].

By:

Signature: _____

Name (print/type): _____

Title: _____

* Words and phrases in brackets and capital letters will be filled in with the information appropriate for the successful bidder on the Notice Of Award provided to the successful bidder.

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

SECTION 13

**AGREEMENT FOR SALE OF CAPACITY OF THE
WATERBURY BULKY WASTE LANDFILL**

AGREEMENT FOR THE SALE OF THE CAPACITY OF THE WATERBURY LANDFILL

This **AGREEMENT FOR THE SALE OF THE CAPACITY OF THE WATERBURY LANDFILL** (the “Agreement”) is made and entered into as of this [DAY OF MONTH] day of [MONTH], 2007 (the “Effective Date”), by and among the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1702 (hereinafter “CRRA”) and [SUCCESSFUL BIDDER], having its principal offices at [ADDRESS OF SUCCESSFUL BIDDER] (hereinafter “Contractor”).

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PRELIMINARY STATEMENT

WHEREAS CRRA is the owner of two parcels of real property consisting of approximately eighteen acres located at Highland Avenue and Highview Street, Waterbury, Connecticut, together that constitute the CRRA Waterbury Bulky Waste Landfill on which presently is operated a bulky waste landfill (the "Landfill"); and

WHEREAS CRRA now desires to enter into this Agreement with Contractor in order to have Contractor purchase certain landfill waste disposal capacity of the Landfill; and

[If Scenario 1 is implemented, the following "Whereas" clause would be included in the Agreement. If Scenario 2 is implemented, it would not be included in the Agreement.]

WHEREAS CRRA now also desires to enter into this Agreement with Contractor in order to have Contractor provide operation/management work necessary for the operation of the Landfill.

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

ARTICLE 1. DEFINITIONS

1.1 Specific Terms

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

- (a) **"Acceptable Solid Waste"** under this Agreement shall mean Bulky Waste, except it shall not include calcium sulfate (commonly known as plaster of paris, gypsum, or drywall), from entities 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 this Agreement.
- (b) **"Addenda"** means written or graphic documents issued prior to the bid due date, which clarify, correct or change any or all of the Contract Documents;
- (c) **"Bulky Waste"** means construction, demolition and/or land clearing debris.
- (d) **"Contract Documents"** means this Agreement (including all exhibits attached hereto), the Notice To Proceed (as defined herein), any written amendments to any of the Contract Documents and any change order issued pursuant to Section 2.8 hereof.
- (e) **"CTDEP"** means the State of Connecticut's Department of Environmental Protection.
- (f) **"Effective Date"** means the date set forth above in this Agreement.

- (g) **“Hazardous Waste”** means waste, which is defined or listed as a hazardous waste in the Solid Waste Disposal Act, 42 U.S.C., §6901, *et. seq.*, as amended, *Connecticut General Statutes* §22a-115, as amended, and/or any regulations, rules or policies promulgated thereunder.
- (h) **“Laws and Regulations”** means any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (i) **“Participating Municipality”** means any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within corporate limits, and which has executed a Municipal Solid Waste Management Services Contract for the Bridgeport Project or made special arrangements with the CRRA for the processing and disposal of Acceptable Solid Waste at the Waterbury Landfill.
- (j) **“Solid Waste”** means 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 sewerage system.
- (k) **“Unacceptable Waste”** means any waste that is not Acceptable Solid Waste and shall include, but not be limited to, the following:
 - (1) Explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259.30 (1990), radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, liquid waste (other than liquid Solid Waste derived from food or food by-products), and hazardous substances of any type or kind (including without limitation those substances regulated under 42 U.S.C. §6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 *et. seq.* 42 U.S.C. §6901 *et. seq.*), other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;
 - (2) Any item of waste that is either smoldering or on fire;
 - (3) Waste in quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, tires, furniture, mattresses, batteries or waste oil;

- (4) Any other items of waste that would be likely to pose a threat to health or safety, 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 as set forth in these procedures; and
- (6) Any other waste deemed by CRRA in its sole discretion for any reason to be Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by CRRA to deliver waste to the Waterbury Landfill.

1.2 Construction

For purposes of this Agreement:

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

ARTICLE 2. SCOPE OF WORK

2.1 Contractor's Responsibilities

Contractor shall:

- (a) Purchase an estimated 41,300 cubic yards of permitted waste disposal capacity at the Landfill as more particularly described in **Exhibit A** attached hereto;
- (b) Subject to an amendment to this Agreement pursuant to Section 2.8 hereof to address indeterminate terms of this Agreement related to the implementation of Optional Scenario 3 of the Scope Of Work (**Exhibit A**) regarding additional capacity and provided CRRA has provided to the Contractor a notice to proceed ("Notice To Proceed") with Optional Scenario 3 by January 1, 2008, purchase an estimated 84,700 cubic yards of additional permitted waste disposal capacity at the Landfill;
- (c) Provide for the delivery of Acceptable Solid Waste to the Landfill to fill the capacity purchased by Contractor as more particularly described in **Exhibit A** attached hereto;

[Subsection (c) will be included in the Agreement only if Scenario 1 is the scenario implemented.]

- (d) Provide the operation and management work for the Landfill as more particularly described in **Exhibit A**;
- (e) Perform all other work required for the Project in accordance with and as required by the Contract Documents;
- (f) Furnish all labor, materials, supplies, tools, equipment and other facilities and necessary appurtenances or property for or incidental to the Project and the performance and completion of the Work (as hereinafter defined);
- (g) Procure all of the local, state and federal permits required for the Work hereunder; and

- (h) Restore any part of the Landfill improvements thereon, or the Work (as hereinafter defined) that require restoration pursuant to the terms and conditions in Section 4.4 hereof.

Subsections (a) through (h) of this Section 2.1 are hereinafter collectively referred to as the "Work."

2.2 Performance and Completion of Work

All Work shall be performed and completed by Contractor in a good workmanlike manner consistent with:

- (a) Any and all instructions, guidance and directions provided by CRRA to Contractor;
- (b) The Contract Documents;
- (c) Sound practices for providing for the delivery of Acceptable Solid Waste;
- [Subsection (d) will be included in the Agreement only if Scenario 1 is the scenario implemented. If Scenario 2 is implemented, it will not be included in the Agreement.]*
- (d) Sound landfill operation and management practices;
- (e) The highest industry standards applicable to Contractor and its performance of the Work hereunder; and
- (f) All Laws and Regulations.

Subsections (a) through (f) of this Section 2.2 are hereinafter collectively referred to as the "Standards."

2.3 CRRA's Responsibilities

CRRA shall be responsible for administering this Agreement, and accepting the Work that is performed and completed by Contractor in accordance with the Contract Documents.

2.4 Authorized Representative Of CRRA

Contractor will only perform Work upon request from an Authorized Representative of CRRA. For purposes of this Agreement, the terms "Authorized Representative of CRRA" or "Authorized Representative" shall mean CRRA's President (the "President"), or any person designated in writing to Contractor by the President. Any Work performed at the request of anyone who is not an Authorized Representative shall not be paid for by CRRA. CRRA and Contractor shall from time to time mutually agree on the method and manner of performing such Work.

2.5 Direction of Work

CRRA may, where necessary or desired, provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Work hereunder. CRRA reserves the right to determine whether Contractor will, upon completion of any Work, proceed forward with the remaining Work. If CRRA determines that Contractor shall not proceed with the remaining Work, CRRA shall terminate this Agreement in accordance with Section 4.3 hereof.

2.6 CRRA's Inspection Rights

Contractor's performance of the Work hereunder as well as Contractor's work products resulting from such performance are subject to inspection by CRRA. Inspections may be conducted at any time by CRRA. In the event of an inspection, Contractor shall provide to CRRA any documents or other materials that may be necessary in order for CRRA to conduct the inspection. If after any such inspection CRRA is unsatisfied with Contractor's performance of the Work hereunder or the work products resulting therefrom, Contractor shall, at the direction of CRRA, render such performance or work products satisfactory to CRRA at no additional cost or expense to CRRA.

2.7 Access

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

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

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

2.8 Change in Scope of Work

In the event that CRRA determines during the term of this Agreement that any revisions, modifications or changes are necessary to the scope of Work as set forth in Section 2.1 hereof, then pursuant to CRRA's request and the written mutual agreement of the parties hereto upon the cost and time schedule for the work required for such revisions, modifications or changes, Contractor shall perform such work. If any adjustment(s) to the Contract Price is required as a result of such revisions, modifications or changes, CRRA and Contractor shall mutually agree in writing on the amount of such adjustment(s).

If CRRA decides to implement Optional Scenario 3 of the Scope Of Work (**Exhibit A**) regarding additional capacity, it will do so through an amendment to the Agreement pursuant to this Section 2.8. Any such amendment shall only address indeterminate terms of this Agreement related to the implementation of the Work related to said Optional Scenario 3. CRRA shall not implement Optional Task 3 unless it is able to and does provide to the Contractor a Notice To Proceed with Optional Scenario 3 by January 1, 2008.

2.9 Landfill And Subsurface Conditions

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

2.10 Methane Gases

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

2.11 Restoration

Unless otherwise directed in writing by CRRA, Contractor shall:

- (a) Restore any part of the Landfill, or any of the improvements located or to be located thereon, other than those areas of the Landfill, or such improvements improved by Contractor pursuant to this Agreement, disturbed or damaged by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen to the same condition existing immediately prior to such disturbance or damage; and
- (b) Restore or repair any completed Work so disturbed or damaged to the condition required by the Contract Documents for acceptance of such Work by CRRA.

2.12 Proprietary Information

Contractor shall not use, publish, distribute, sell or divulge any information obtained from CRRA by virtue of this Agreement for its own purposes or for the benefit of any person, firm, corporation or other entity without the prior written consent of CRRA. Any report or other work product prepared by Contractor while performing Work under this Agreement 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. Any material designated by CRRA in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of CRRA. However, Contractor acknowledges that CRRA is subject to the Connecticut Freedom of Information Act and CRRA must disclose certain documents in accordance with said statutes.

2.13 Restrictions On Parties

This Agreement shall not be construed to restrict either CRRA or Contractor from entering into other agreements similar to this one with other parties, provided however Contractor shall not render services to another which would either be in conflict with the interests of CRRA or prevent Contractor from performing hereunder. Contractor shall not assign this Agreement or subcontract any of the Work to be performed hereunder without the prior written consent of the Authorized Representative.

2.14 Sub-Contractors

Contractor shall consult with CRRA before hiring any sub-contractors to perform any Work hereunder. Contractor shall require all of its sub-contractors to abide by the terms and conditions of this Agreement. Moreover, Contractor's subcontracts with such sub-contractors shall specifically provide that, in the event of a default by Contractor thereunder or under this Agreement, CRRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide CRRA with all contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also Contractor's subcontracts with its sub-contractors shall specifically include CRRA as a third party beneficiary and shall provide that such sub-contractors shall not be excused from any of

their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Contractor other than through such subcontracts.

2.15 Status Of Contractor

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

2.16 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.

ARTICLE 3. COMPENSATION AND PAYMENT

3.1 Compensation And Payment

Contractor shall pay CRRA for the capacity of the Landfill on the basis set forth in Exhibit B attached hereto and made a part hereof. If any compensation is owed to Contractor by CRRA, CRRA shall pay Contractor on the basis set forth in Exhibit B.

3.2 Accounting Obligations

Contractor shall maintain books and accounts in connection with Contractor's performance of the Work pursuant to this Agreement and in accordance with generally accepted accounting principles and practices. CRRA, during normal business hours, for the duration of this Agreement, shall have access to such books and accounts to the extent required to verify such costs incurred.

3.3 Withholding Taxes and Other Payments

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Contractor, nor be withheld from payment to Contractor by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the Work to be performed hereunder by Contractor, Contractor's employees or subcontractors. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments similar to those

described in this Section 3.3 and Contractor hereby agrees to indemnify and hold CRRA harmless against any and all such taxes, insurance or similar 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.

3.4 Sales And Use Tax Exemption

Contractor agrees that, pursuant to *Connecticut General Statutes* Section 22a-270 (as the same may be amended or superseded from time to time), CRRA is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Contractor also agrees that, pursuant to *Connecticut General Statutes* Section 12-412(92) (as the same may be amended or superseded from time to time), "[t]he sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any project of [CRRA] . . . whether such purchases are made directly by [CRRA] or are reimbursed by [CRRA] to the lessee or operator of such project" is not subject to Connecticut Sales and Use Taxes. Accordingly, Contractor shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Contractor's performance of this Agreement, nor shall Contractor include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The obligations of Contractor contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Contractor represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any RFB or other submittal or proposal to CRRA in connection with this Agreement.

ARTICLE 4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on July 1, 2009.

4.2 Time is of the Essence

CRRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance of the Work hereunder. Accordingly, upon CRRA's issuance to Contractor of a Notice To Proceed with any specific aspect of the Work, which Notices To Proceed shall be issued after Contractor returns the executed Agreements and provides all required documents under this Agreement, including but not limited to the insurance certificates and the payment security, Contractor shall immediately commence performance of the Work specified in the Notice to Proceed and continue to perform the same during the term of this Agreement.

4.3 Termination

CRRA may terminate this Agreement at any time by providing Contractor with ten (10) days' prior written notice of such termination. Upon receipt of such written notice from CRRA, Contractor shall immediately cease performance of all Work, unless otherwise directed in writing by CRRA. If CRRA shall terminate this Agreement as provided herein, then Contractor shall:

- (a) Remove all of its personnel and equipment from the Landfill;
- (b) Restore any portion of the Landfill or the improvements thereon, other than those areas of the Landfill or such improvements improved by Contractor pursuant to this Agreement, disturbed or damaged in performing the Work hereunder to the same condition existing prior to such disturbance or damage; and
- (c) Restore or repair any completed Work so disturbed or damaged to the condition required by the Contract Documents for acceptance of such Work by CRRA.

Upon termination of this Agreement pursuant to this Section 4.3 and provided Contractor has performed its obligations under this Agreement to CRRA's satisfaction, Contractor shall have no further liability hereunder.

ARTICLE 5. INDEMNIFICATION

5.1 Contractor's Indemnity

Contractor shall at all times defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, liabilities, workers' compensation payments, and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property, any patent infringement dispute, or any other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents, employees or other contractors, or (b) Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen. Contractor further undertakes to reimburse CRRA for damage to property of CRRA caused by Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

5.2 Contractor's Responsibility

Contractor shall at all times be responsible for the material disposed in the capacity of the Landfill owned by Contractor.

ARTICLE 6. INSURANCE

6.1 Required Insurance

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

[If Scenario 1 is implemented, the following subsections will be the insurance requirements for the Agreement.]

- (a) Commercial General Liability insurance alone or in combination with Commercial Umbrella insurance with a limit of not less than ten million dollars (\$10,000,000.00) 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).
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million dollars (\$1,000,000.00) each accident.
- (c) Workers' Compensation with statutory limits and Employers' Liability limits of not less than five hundred thousand dollars (\$500,000.00) "each Accident," five hundred thousand dollars (\$500,000.00) "Disease Policy Limit," and five hundred thousand dollars (\$500,000.00) for "Disease each Employee."
- (d) Contractors Pollution Liability insurance with a limit of not less than one million dollars (\$1,000,000.00).

[If Scenario 2 is implemented, the following subsections will be the insurance requirements for the Agreement.]

- (a) Commercial General Liability insurance alone or in combination with Commercial Umbrella insurance with a limit of not less than five million dollars (\$5,000,000.00) 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).

- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million dollars (\$1,000,000.00) each accident.
- (c) Workers' Compensation with statutory limits and Employers' Liability limits of not less than five hundred thousand dollars (\$500,000.00) "each Accident," five hundred thousand dollars (\$500,000.00) "Disease Policy Limit," and five hundred thousand dollars (\$500,000.00) for "Disease each Employee."
- (d) Contractors Pollution Liability insurance with a limit of not less than one million dollars (\$1,000,000.00).

6.2 Certificates

Upon Contractor's execution of this Agreement, Contractor shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 6.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 6.3 below. Additionally, Contractor shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Section 6.1 above, a certificate or certificates containing the information required by Section 6.3 below and certifying that such insurance has been renewed and remains in full force and effect.

6.3 Specific Requirements

All policies for each insurance required hereunder shall:

- (a) Name CRRA as an additional insured (this requirement shall not apply to workers' compensation insurance and employers' liability insurance);
- (b) Include a standard severability of interest clause;
- (c) 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;
- (d) Hold CRRA free and harmless from all subrogation rights of the insurer; and
- (e) 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.

6.4 Issuing Companies

All policies for each insurance required hereunder 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.

6.5 Umbrella Liability Insurance

Subject to the terms and conditions of this Article 6, Contractor 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 insurance, automobile liability insurance and employers' liability insurance.

6.6 Contractor's Subcontractors

Contractor shall either have its subcontractors covered under the insurance required hereunder, or require such subcontractors to procure and maintain the insurance that Contractor is required to procure and maintain under this Agreement.

6.7 No Limitation on Liability

No provision of this Article 6 shall be construed or deemed to limit Contractor's obligations under this Agreement to pay damages or other costs and expenses.

6.8 Other Conditions

CRRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for:

- (a) The existence, non-existence, form or legal sufficiency of the insurance described on such certificate;
- (b) The solvency of any insurer; or
- (c) The payment of losses.

ARTICLE 7. PAYMENT SECURITY

7.1 Required Security

For Scenario 1 or Scenario 2 of the Scope Of Work (**Exhibit A**) regarding purchase of the remaining capacity of the Landfill, whichever is implemented by CRRA, Contractor shall procure and maintain, at its own cost and expense, until all payments due to CRRA pursuant to this Agreement related to Scenario 1 or Scenario 2 have been paid, a payment bond, letter of credit or other surety acceptable to CRRA for the full amount of the Contract Price for

Scenario 1 or Scenario 2 (the "Payment Security"). Such Payment Security shall be drawn in the form set forth in Exhibit C attached hereto and made a part hereof.

For Optional Scenario 3 of the Scope Of Work (Exhibit A) regarding purchase of additional capacity of the Landfill, if such Optional Scenario 3 is implemented by CRRA through an amendment to this Agreement pursuant to Section 2.8 hereof, Contractor shall procure and maintain, at its own cost and expense, until all payments due to CRRA pursuant to this Agreement related to Optional Scenario 3 have been paid, a payment bond, letter of credit or other surety acceptable to CRRA for the full amount of the Contract Price for Optional Scenario 3 (the "Optional Scenario 3 Payment Security"). Such Optional Scenario 3 Payment Security shall be drawn in the form set forth in Exhibit C attached hereto and made a part hereof.

7.2 Submission Of Security

For Scenario 1 or Scenario 2 of the Scope Of Work (Exhibit A) regarding purchase of the remaining capacity of the Landfill, whichever is implemented by CRRA, within ten (10) days after CRRA issues the Notice of Award, Contractor shall furnish CRRA with the Payment Security.

For Optional Scenario 3 of the Scope Of Work (Exhibit A) regarding purchase of additional capacity of the Landfill, if such Optional Scenario 3 is implemented by CRRA through an amendment to this Agreement pursuant to Section 2.8 hereof, within five (5) days after CRRA issues the Notice To Proceed with Optional Scenario 3 to Contractor, Contractor shall furnish CRRA with the Optional Scenario 3 Payment Security.

7.3 Specific Requirements

If the surety on the Payment Security or, if Optional Scenario 3 has been implemented, the Optional Scenario 3 Payment Security furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Payment Security or the Optional Scenario 3 Payment Security due to no fault of Contractor, Contractor shall immediately substitute another bond or letter of credit and surety, subject to the requirements set forth in this Section 7.

7.4 Failure To Maintain The Security

Failure to maintain or renew the Payment Security and, if Optional Scenario 3 has been implemented, the Optional Scenario 3 Payment Security under the aforesaid terms shall constitute a default by Contractor of this Agreement.

7.5 Exercise Of Rights And Remedies

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

Security and, if Optional Scenario 3 has been implemented, the Optional Scenario 3 Payment Security.

7.6 Issuing Companies

The Payment Security and, if Optional Scenario 3 has been implemented, the Optional Scenario 3 Payment Security shall be issued and executed by a surety company or companies acceptable to CRRA.

ARTICLE 8. MISCELLANEOUS

8.1 Non-Discrimination

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the Work for CRRA Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, including civil union status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, 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, mental retardation, or physical disability, including, but not limited to, 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.

8.2 Books and Records

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

8.3 Entire Agreement

The Contract Documents constitute the entire agreement and understanding between the parties hereto and concerning the subject matter hereof, and supersede any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

8.4 Governing Law

The Contract Documents shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

8.5 Assignment

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

8.6 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. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

8.7 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.

8.8 Mechanic's Liens

Contractor shall claim no interest in the Landfill or any equipment, fixtures or improvements located or to be located thereon. Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its properties, including but not limited to the Landfill. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or interests by Contractor or any of its subcontractors or materialmen. Before any subcontractor or materialman of Contractor commences any Work hereunder, Contractor shall deliver to CRRA an original waiver of mechanic's liens properly executed by such subcontractor or materialman. If any mechanic's lien is filed against CRRA or any of its properties in connection with the Work 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.

8.9 Notices

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

(a) If to CRRA:

Connecticut Resources Recovery Authority
100 Constitution Plaza – 6th Floor
Hartford, CT 06103-1702
Attention: Peter Egan

With a copy to:

Connecticut Resources Recovery Authority
100 Constitution Plaza – 6th Floor
Hartford, CT 06103-1702
Attention: President

(b) If to Contractor:

Attn:

8.10 Benefit and Burden

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

8.11 Severability

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

8.12 Usage

Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require.

8.13 Captions

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.

8.14 Counterparts

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

8.15 Campaign Contribution Restrictions

This Section 8.15 is included here pursuant to *Connecticut General Statutes §9-333n* and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates as the context requires. This Section 8.15, without limiting its applicability, is also made applicable to State Agencies, Quasi-Public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context requires.

(a) For purposes of this Section 8.15 only:

- (1) “Quasi-Public Agency” means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.
- (2) “State Agency” means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the *Connecticut General Statutes* concerning campaign financing.
- (3) “State Contract” means an agreement or contract with the State or any State Agency or any Quasi-public Agency, 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 fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the *Connecticut General Statutes* concerning campaign financing.
- (4) “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 the termination of said contract. “State contractor” does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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, or as this definition may otherwise be modified by Title 9, Chapter 150 of the *Connecticut General Statutes* concerning campaign financing.
- (5) “Prospective State Contractor” means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid 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 State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the *Connecticut General Statutes*. “Prospective State Contractor” does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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. Title 9, Chapter 150 of the *Connecticut General Statutes* concerning campaign financing may modify this definition, which modification shall control.

- (6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this Section 8.15 as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501 (c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor, or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 105 of the *Connecticut General Statutes* concerning campaign financing.
- (b) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) 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, (2) a political committee authorized to make contributions or expenditure to or for the benefit of such candidates, or (3) a party committee.
- (c) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

- (d) If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this Section 8.15, the contracting State Agency or Quasi-public Agency may void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

- (e) If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this Section 8.15, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

CONTRACTOR

By: _____
Its
Duly Authorized

EXHIBIT A

To

**AGREEMENT FOR SALE OF CAPACITY OF THE WATERBURY
BULKY WASTE LANDFILL**

SCOPE OF WORK

EXHIBIT A

SCOPE OF WORK

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APPENDICES

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- D. LoRusso/CRRA Purchase And Sale Agreement
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1. GENERAL

CRRA owns two parcels of real property consisting of approximately eighteen acres located at Highland Avenue and Highview Street in Waterbury, Connecticut (see Appendix A and Appendix B). These two parcels together constitute the CRRA Waterbury Bulky Waste Landfill (“the Landfill”).

CRRA acquired the Landfill in 1986 and has used it since then to dispose waste materials. There is an estimated 41,300 cubic yards of remaining capacity of the Landfill. The “41,300 cubic yard” figure includes waste materials and cover soils.

The Connecticut Department of Environmental Protection (“CTDEP”) permits for the Landfill held by CRRA (the “Landfill Permits”) (see Appendix C) allow the disposal of “bulky waste.” “Bulky waste” is defined in the Regulations Of Connecticut State Agencies (RCSA) as “landclearing debris and waste resulting directly from demolition activities other than clean fill” (RCSA 22a-209-1). CRRA, however, will only permit the disposal of Acceptable Solid Waste in the Landfill. The definition of Acceptable Solid Waste is the same as CTDEP’s definition of “bulky waste” except that Acceptable Waste excludes calcium sulfate (commonly known as plaster of paris, gypsum, or drywall) even if it comes from land-clearing debris and demotion activities. Unacceptable Waste is all other types of solid waste, including, but not limited to, hazardous waste, tires, mattresses and furniture.

Access to the Landfill is from Nichols Street across property to the east and north of the Landfill owned by LoRusso and Sons, Inc. (“LR&S”). CRRA has a right-of-way across the LR&S property (see Section 14, “Easement” of Appendix D).

CRRA has solicited bids for the remaining capacity at the Landfill for two scenarios. Under the first scenario, the Contractor will operate and manage the Landfill while the capacity purchased by the Contractor is being filled. Under the second scenario, an entity other

than the Contractor will operate and manage the Landfill while the capacity purchased by the Contractor is being filled.

There is also a third scenario for which CRRA is seeking bids. Under this scenario, CRRA would acquire additional property to the south of the Landfill which would increase the capacity available by an estimated 84,700 cubic yards.

1.1 Scenario 1 – Contractor Operates And Manages The Landfill

Under Scenario 1, the Contractor purchases the currently remaining capacity (an estimated 41,300 cubic yards, which includes waste disposal capacity and the capacity required for cover soils) of the Landfill from CRRA and operates and manages the Landfill as the capacity purchased by Contractor is filled. CRRA will provide cover soils for the Landfill. The Contractor shall not begin the landfilling and operation and management of the capacity purchased by the Contractor until issued a Notice To Proceed with these specific activities by CRRA.

The Contractor is responsible for relocating an estimated 7,700 cubic yards of waste material to an adjacent area of the Landfill to correct an existing condition. Capacity for this 7,700 cubic yards of relocated waste material has already been deducted from the currently remaining capacity of the Landfill. The Contractor shall not begin the relocation of the subject material until issued a Notice To Proceed with this specific activity by CRRA.

1.2 Scenario 2 – Entity Other Than Contractor Operates And Manages The Landfill

Under Scenario 2, the Contractor purchases the currently remaining capacity (an estimated 41,300 cubic yards, which includes waste disposal capacity and the capacity required for cover soils) of the Landfill from CRRA, but an entity other than the Contractor operates and manages the Landfill under contract to CRRA while the capacity purchased by the Contractor is being filled. The Contractor shall not begin to make deliveries of waste to the Landfill until Contractor is issued a Notice To Proceed with this specific activity by CRRA.

Under this Scenario, the entity other than the Contractor that operates and manages the Landfill is be responsible for relocating the estimated 7,700 cubic yards of material to address an existing condition.

1.3 Scenario 3 (Optional) – Additional Capacity Becomes Available

The CTDEP permits held by CRRA for the Landfill allow CRRA to landfill waste material against an abandoned railroad embankment to the south of the Landfill. Because CRRA does not own the abandoned railroad embankment, CRRA's current plans for filling the Landfill do not include filling against the embankment. CRRA is now considering purchasing the abandoned railroad embankment, but the timing for such a purchase is uncertain. If CRRA does purchase the abandoned railroad embankment, CRRA would, as its permits allow, fill against it. The purchase

of the abandoned railroad embankment would provide an estimated 84,700 cubic yards of additional disposal capacity.

If CRRA purchases the abandoned railroad embankment and issues to the Contractor, at CRRA's sole and absolute discretion, a Notice To Proceed with Optional Scenario 3 by January 1, 2008, Optional Scenario 3 will be implemented through an amendment to the Agreement pursuant to Section 2.8 of the Agreement. Such an amendment shall only address indeterminate terms of the Agreement related to the Work involved with Optional Scenario 3. If CRRA does not issue a Notice To Proceed with Optional Scenario 3 by January 1, 2008, Optional Scenario 3 will not be implemented.

2. CAPACITY OF THE SITE

CRRA has had a consultant prepare a topographic survey of the Landfill. That survey was completed in February 2007. The survey describes existing topographic conditions of the Landfill (see **Appendix E**).

CRRA has also had a consultant prepare grading plans for the remaining capacity of the Landfill (see **Appendix E**). These grading plans were completed in April 2007 and are designed to maximize the amount of material that may be landfilled under each scenario, given the constraints imposed by the Landfill Permits. Proposed Final Grading Plan Alternative 1 describes the current remaining capacity of the landfill (i.e., the capacity under Scenario 1 and Scenario 2). Proposed Final Grading Plan Alternative 2 describes the capacity of the Landfill if Optional Scenario 3 is implemented.

Based on the topographic survey and the grading plans, CRRA estimates that the total amount of the currently remaining capacity of the Landfill (i.e., the capacity under Scenario 1 and Scenario 2) is an estimated 49,000 cubic yards. The amount of material that would have to be relocated to another part of the Landfill by the Contractor under Scenario 1 and by the entity other than the Contractor that operates and manages the Landfill under Scenario 2 is an estimated 7,700 cubic yards. Therefore, the net currently available capacity under Scenario 1 and Scenario 2 is 41,300 cubic yards. This capacity includes waste materials and cover soils (which will be provided by CRRA).

If CRRA acquires the abandoned railroad embankment (i.e., the capacity under Optional Scenario 3), an estimated 77,000 cubic yards of additional capacity would become available. In addition, because acquisition of the abandoned railroad embankment would eliminate the condition that requires the relocation of the estimated 7,700 cubic yards of material, the total amount of additional capacity that would become available is an estimated 84,700 cubic yards. This capacity also includes waste materials and cover soils (which will be provided by CRRA).

At its own expense, Contractor may conduct its own topographic survey prior to beginning the Work under Scenario 1 or Scenario 2 and under Optional Scenario 3 to confirm the elevations measured by CRRA's consultant. If Contractor conducts such a survey, it must provide the results to CRRA for its review and concurrence.

The Contractor may not begin the Work under Scenario 1, Scenario 2 or Optional Scenario 3 until it and CRRA have mutually agreed upon an existing conditions topographic survey.

All topographic surveys conducted for the purpose of determining the capacity of the Landfill must be conducted by a professional land surveyor licensed by the State of Connecticut. All topographic surveys must meet or exceed the accuracy of Class T-2, as defined by the Connecticut Association of Land Surveyors.

It is the Contractor's responsibility to utilize the airspace as efficiently as possible.

3. LICENSES AND PERMITS

CRRA is and shall remain the permittee for all CTDEP permits for the Landfill, including, but not limited to, all CTDEP solid waste, air, groundwater discharge, and sanitary sewer and stormwater discharge permits (the "Landfill Permits"). Contractor shall have no interest whatsoever in any Landfill Permits. CRRA shall be responsible for all communications with CTDEP regarding the maintenance of the applicable Landfill Permits. CRRA shall submit any reports required as a result of the Landfill Permits, including all operational reporting information and annual operations reports. At its sole and absolute discretion, CRRA may instruct Contractor to perform certain CTDEP reporting requirements associated with the operation of the Landfill (including but not limited to, notification of receipt of unauthorized wastes or any spills occurring on site) and/or the maintenance of the Landfill Permits.

Contractor shall cooperate with and make all necessary information available to CRRA as needed by CRRA to satisfy the maintenance and reporting requirements of the Landfill Permits.

All licenses and permits necessary for Contractor to perform the Work under the Agreement, including certifications and licenses of Contractor's staff, shall be obtained and maintained by Contractor. Under Scenario 1, such licenses, permits, or certifications shall include, but not be limited to, the CTDEP Landfill Operator's Certificate. The revoking of any of Contractor's licenses and permits issued by the State of Connecticut, a local municipality, or any other governmental agency shall not relieve Contractor of its responsibility for performing the Work as set forth in the Agreement. Contractor shall pay for any costs associated with its noncompliance with the permits as a result of Contractor's actions or inactions, including but not limited to, administrative fees, corrective actions, and attorneys' fees.

All vehicles and equipment used by Contractor under this Agreement shall be registered in accordance with the requirements of the State of Connecticut Department of Motor Vehicles and CRRA. Vehicles and equipment shall only be operated by Contractor personnel or agents holding valid State of Connecticut operator's permits as appropriate for the equipment in use.

In its performance of the Work under the Agreement, Contractor shall procure and provide all vehicles and trucks necessary for its use on public highways.

4. PROVISION OF ACCEPTABLE SOLID WASTE TO FILL THE CAPACITY

Regardless of whether Scenario 1, Scenario 2 or Optional Scenario 3 is implemented, Contractor shall be responsible for procuring and providing Acceptable Solid Waste to fill the capacity that Contractor has purchased from CRRA.

Contractor shall provide all labor, materials, tools, parts, supervision and all other items and equipment necessary for providing the Acceptable Solid Waste necessary to fill the capacity of the Landfill purchased by the Contractor. Contractor shall provide these services in accordance with the terms of the Agreement, all existing conditions of the Landfill, and the Standards.

Contractor shall be responsible for the following:

- (a) Procuring and arranging for Acceptable Solid Waste to be disposed at the Landfill;
- (b) Transportation of Acceptable Solid Waste to the Landfill; and
- (c) Cooperating with CRRA and, if Contractor does not operate and manage the Landfill, the entity that, under contract to CRRA, operates and manages the Landfill.

CRRA will be responsible for providing cover soil for the Landfill.

Contractor shall ensure that all Acceptable Solid Waste deliveries to the Landfill are through the entrance to the LR&S property on Nichols Street and shall follow the right-of-way held by CRRA across the LR&S property (see Section 14, "Easement," of **Appendix D**) to the Landfill unless directed otherwise by CRRA. Contractor shall ensure that trucks exit the Landfill via the right-of-way held by CRRA across LR&S property. Contractor shall ensure trucks and drivers delivering waste to the Landfill to fill the capacity owned by Contractor do not loiter on the LR&S property or use any facilities located on the LR&S property.

5. LANDFILLING OPERATIONS

If Scenario 1 is implemented or if Contractor is responsible for operation and management of the Landfill under Optional Scenario 3, Contractor shall comply with the provisions of this Section for the operation and management of the Landfill. If Scenario 2 is implemented or if Contractor is not responsible for operation and management of the Landfill under Optional Scenario 3,, this Section shall not apply to the Contractor.

Contractor shall provide all labor, materials, tools, parts, supervision and all other items and equipment necessary for the maintenance, upkeep, operation, and management of the Landfill. Contractor shall provide these services in accordance with the terms of the Agreement, all existing conditions of the Landfill, and the Standards.

Contractor shall operate and maintain the Landfill, all other improvements thereon and all equipment associated therewith, in accordance with the terms and conditions of the Agreement, all operating permits, all applicable state, federal and local regulations, and best industry practices.

Contractor shall develop a supplemental operating and management plan to supplement the current Operations And Management Plan (the "Current O&M Plan") (see **Appendix F**). The Supplemental Operations And Management Plan (the "Supplemental O&M Plan") must be consistent with the Current O&M Plan and shall describe the personnel, equipment, landfilling and all other operating procedures and the anticipated operational sequence to be utilized by Contractor in the performance of all operations required pursuant to the Agreement. The Contractor shall provide a draft Supplemental O&M Plan to CRRA for CRRA's review, comment and approval. Once approved by CRRA, Contractor shall implement the methods and procedures outlined in the Supplemental O&M Plan to the satisfaction of CRRA during the term of the Agreement.

Contractor shall perform the Work in cooperation with CRRA's agents and other CRRA contractors who are responsible for the following:

- (a) Transportation of cover materials (which shall be provided by CRRA) to the Landfill;
- (b) Collection of soil, waste, water, or gas samples, as directed by CRRA from time to time; and
- (c) Other activities directed by CRRA from time to time.

Such cooperation shall include, but not be limited to the following:

- (a) Routine reporting;
- (b) Communications with CRRA and CRRA agents;
- (c) Attendance at coordination meetings;
- (d) Scheduling of staff and work hours; and
- (e) Other similar activities.

CRRA reserves the right for itself and for its agents to inspect all Work performed by Contractor. CRRA personnel shall have the following rights under the Agreement:

- (a) Be allowed to be stationed at the Landfill at any time;
- (b) To have unobstructed access to the Landfill at all times; and
- (c) To have the right to inspect all Work and activities of Contractor, without limitation.

5.1 Personnel

Contractor shall provide personnel that are trained and experienced in those duties required to be performed pursuant to this Scope Of Work and the Agreement, and as needed to carry out those daily operations of the Landfill and all other obligations of Contractor as set forth in the Agreement.

5.2 Landfill Operations And Maintenance

This Work shall include, but not be limited to, the following responsibilities:

- (a) Maintaining records of waste receipts, including hauler name and signature, date and time of delivery, description of waste, and size of waste container;
- (b) Supervision and management of Landfill operations;
- (c) Grounds maintenance, landscaping, landfill mowing, earthworks maintenance, erosion and sediment control and drainage maintenance;
- (d) Road maintenance, dust control in all areas, road sweeping and operation of a water truck and sweeper;
- (e) Litter control and site cleanup; and
- (f) All other general landfill operating services, exclusive of waste landfilling activities.

CRRA will provide the necessary cover soils for operating the Landfill.

5.2.1 Landfill Operating Hours

The Landfill shall accept deliveries of Acceptable Solid Waste from 8:00 am to 3:00 pm, Monday through Friday. The Landfill will be closed on the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Contractor shall adhere to the hours of operation of the Landfill as amended by CRRA at CRRA's discretion.

5.2.2 Landfill Access

Contractor shall be required to limit access to and the use of the Landfill to only those persons and entities expressly authorized and permitted by CRRA. Contractor shall be required to grant access to all persons and entities as directed by CRRA at the times and under the conditions expressly directed by CRRA.

All Acceptable Solid Waste deliveries shall be delivered to the Landfill through the entrance to the LR&S property on Nichols Street and shall follow the right-of-way held by CRRA across the LR&S property (see Section 14, "Easement," of Appendix D) to the Landfill unless directed otherwise by CRRA. Trucks shall exit the Landfill via the right-of-way held by CRRA across LR&S property. The Contractor is responsible for maintaining adequate signage along the right-of-way to ensure that all deliveries follow the right-of-way.

5.2.3 Waste Receiving

Contractor shall deposit only Acceptable Solid Waste in the Landfill, as defined in this Agreement. Contractor must police and ensure that only the CRRA approved Acceptable Solid Waste is accepted for disposal at the Landfill. Contractor shall be responsible for the inspection of all Acceptable Solid Waste delivered to the Landfill and Contractor shall reject all Unacceptable Waste or other materials in the incoming waste stream not approved by CRRA. If Contractor accepts waste at the Landfill that is later deemed unacceptable by CRRA or CTDEP, Contractor shall remove and dispose of the unacceptable waste at Contractor's expense. Contractor shall be required to issue a Notice of Violation ("NOV"), on forms and using procedures provided by CRRA, to any party that delivers Unacceptable Waste to the Landfill. Contractor shall promptly notify CRRA of all occurrences of violations concerning rejected waste and promptly provide CRRA copies of any NOVs. Contractor shall accept full responsibility and liability for all Unacceptable Waste and other forms of non-permitted waste accepted at, and/or hauled from, the Landfill during Contractor's performance of the Work. Contractor shall not dispose of calcium sulfate (commonly known as plaster of paris, gypsum, or drywall) in the Landfill.

In the case of a disagreement as to acceptability of any waste material for disposal at the Landfill, the findings and conclusions of CRRA's representative shall be final.

Unless otherwise instructed by CRRA, Contractor shall maintain written records and documentation of all deliveries to the Landfill, including but not limited to the following:

- (a) Each load of waste;
- (b) Each load of CTDEP approved special waste;
- (c) All weekly, intermediate or final cover soils deliveries; and
- (d) All other deliveries of soil materials, gravel, rock, etc. used in the construction of internal roads, berms, runoff controls, etc. inside the Landfill.

Contractor shall be responsible for staffing the Landfill with its personnel to accept all deliveries of waste, to collect incoming waste receipts, and to maintain all written documentation thereof. In addition, Contractor is responsible to do the following for all deliveries:

- (a) Record each inbound load of waste including the size of the container, the name of the hauler, the signature of the driver, the registration of the truck, the type of material, the origin of the material (i.e., the municipality), and the date and time of the delivery;
- (b) Distribute copies of waste receipts as directed by CRRA;
- (c) Produce reports on daily and monthly waste receipts as directed by CRRA;
- (d) Maintain an operational log of all wastes and other materials received at the Landfill; and
- (e) Attend all meetings with CRRA staff as directed by CRRA.

5.2.4 Facilities

Contractor shall provide and maintain a climate controlled shelter (e.g., a trailer), sanitary facilities and potable water at the Landfill. Contractor shall provide and maintain computer, telephone, and facsimile equipment. Costs associated with the facilities identified above are the responsibility of the Contractor, including all permit and utility fees and any other fees associated with the installation, use, or maintenance of the facilities.

5.2.5 Waste Disposal Operations

Contractor shall be responsible for all the waste disposal operations of the Landfill. Such operations shall include, but not be limited to, the following:

- (a) The landfilling of all waste materials designated for disposal within the disposal area;
- (b) The supply of all required equipment; and
- (c) All associated operating and maintenance costs, including labor, fuel, other consumables, equipment operating costs, and related maintenance and repair costs.

CRRA will provide the cover materials required for waste disposal operations.

Contractor must employ personnel certified by CTDEP as Solid Waste Operators to operate its landfill machinery and to conduct landfilling operations. Contractor shall staff the Landfill with an adequate number of personnel to conduct operations and manage the Landfill in accordance with all applicable laws, regulations, and guidance, and any and all other directions given by CRRA. Operating personnel must employ good landfill operating practices in the compaction of waste, construction and sequencing of daily cells, management of stormwater, erosion control, cover and grading operations, and dust and litter control.

Contractor must direct all waste deliveries to the designated working face. Contractor shall maintain all roads leading to and from the working face in good/passable condition and suitable for use by vehicles delivering waste and other materials to the Landfill. All roads inside the Landfill must be maintained in stable, mud-free, snow-free, and dust-free conditions with a suitable travel surface for the types of waste vehicles serving the Landfill. All roads used for vehicular travel that are not paved, shall have a gravel or equivalent surface and shall be maintained as such by the Contractor. Contractor shall take all reasonable measures to assure roads and other traffic areas are free from objects that may puncture tires or otherwise result in damage to vehicles. Contractor shall provide stable and level surfaces for the unloading of vehicles near the working face. Contractor shall remove, at its own expense, any vehicles that become stuck while operating on the Landfill.

Contractor shall operate the Landfill in accordance with the following:

- (a) All instructions of CRRA;
- (b) The CTDEP approved Operations Plans;
- (c) All applicable CTDEP permits;
- (d) All federal, state and local regulations and guidelines; and
- (e) Best industry practices.

All waste shall be spread and compacted using bulldozers and/or landfill compactors in accordance with best industry practices. Equipment manufacturer's and industry guidelines for number of passes and method of operation of the compactors shall be adhered to at all times.

Lifts shall not exceed 10 (ten) feet thick at any time. The size of the daily working area shall not exceed that reasonably needed to handle the wastes as received and shall be maintained as small as possible in order to minimize the area requiring cover soil and to minimize potential for litter, attraction to vectors and exposure to rain. The waste disposal area shall be covered weekly as outlined in the Original O&M Plan and the Supplemen-

tal O&M Plan. The overall working area of the Landfill must be confined to as small a portion of the Landfill as possible.

Upon completion of its waste disposal operation, Contractor shall grade the Landfill to the grades described by the final grading plan (less 24 inches for final cover soils) within an elevation of plus or minus six inches, as confirmed by the post-operations topographic survey. CRRA will provide six inches of cover soil over the entire Landfill surface in preparation for CRRA conducting final closure activities. If the grades confirmed by the post-operations topographic survey are not within the tolerances indicated in this paragraph, Contractor shall correct the grades at its own cost.

5.3 Other CRRA Work

At its sole and absolute discretion, CRRA reserves its right to perform other work at the Landfill with its own forces or with other contractors that does not materially interfere with Contractor's performance of the Work hereunder.

6. MAINTENANCE REQUIREMENTS

If Scenario 1 is implemented or if Contractor is responsible for operation and management of the Landfill under Optional Scenario 3, Contractor shall comply with the provisions of this Section for the operation and management of the Landfill. If Scenario 2 is implemented or if Contractor is not responsible for operation and management of the Landfill under Optional Scenario 3,, this Section shall not apply to the Contractor.

Contractor shall operate and maintain the Landfill, all other improvements thereon and all equipment associated therewith, in accordance with the terms and conditions of the Agreement, all operating permits, all applicable state, federal and local regulations, and best industry practices. The Contractor shall operate and maintain the Landfill in conformance with the Current O&M Plan and the Supplemental O&M Plan.

All equipment, property or other improvements existing and/or installed or incorporated into the Landfill during the term of this Agreement shall be maintained by Contractor in good operable condition and in the same or better condition than as received by Contractor, less reasonable wear and tear. At the termination of the Agreement, the foregoing equipment, property, and other improvements to the Landfill shall become the exclusive property of CRRA.

During the term of the Agreement, CRRA reserves the right to use, maintain access to, and allow others to access portions of the Landfill in CRRA's sole discretion.

6.1 Supplies

Contractor shall purchase and maintain an inventory of consumable supplies required for the performance of the Work. Contractor shall also maintain an inventory of spare equipment (or a source thereof) and other miscellaneous equipment

and spare parts necessary for the performance of its Work at the Landfill. When equipment is down for major or unscheduled maintenance for extended periods that impacts Contractor's performance of its Work, Contractor shall provide replacement or backup equipment to prevent any disruption to normal operations of the Landfill.

6.2 Facilities and Equipment Maintenance

Contractor shall be financially responsible to perform (or cause to be performed) the maintenance and repair of all buildings, structures, piping, power supplies, control equipment, earthworks, landscaping, fencing, erosion controls and drainage structures, and other site improvements that constitute appurtenant facilities. Contractor shall maintain all equipment, buildings, site improvements, facilities and appurtenant facilities in the same condition as of the Effective Date of the Agreement, and shall perform all repairs or replacement of all equipment, facilities, improvements or other items at the Landfill in accordance with the same or greater manufacturer specifications for said items. Contractor shall perform building and grounds maintenance on the Landfill that includes, but is not limited to, sweeping the facility, lawn maintenance, landfill mowing, and snow plowing. All access roads, entrances, and parking areas, whether paved, gravel or dirt, must be kept free of snow and passable to truck traffic at all times. Contractor shall install and maintain equipment tracking pads to reduce tracking of soils from the Landfill onto the city streets and shall, as necessary, regularly clean city streets where tracking occurs.

Contractor shall maintain accurate and complete records of all such maintenance and repair activities performed and shall make such schedules and records available to CRRA for its inspection with reasonable advance notice.

Following notification to the appropriate emergency response agencies and personnel if applicable, Contractor shall immediately notify CRRA in writing of all injuries to individuals, and all damage caused to all property, vehicles and equipment. Contractor shall replace all CRRA equipment and property damaged or made unavailable due to loss, theft, abuse, or Contractor's failure to properly maintain and/or repair or comply with the maintenance plan or best industry practices, or for any other reason.

6.3 Additional Work

CRRA reserves the right to require Contractor to perform other capital and/or operating improvements or work not otherwise included in the Agreement. In such instances, Contractor shall be entitled to reasonable compensation for such additional improvements or work in accordance with the terms of the Agreement. Contractor may not alter or modify any CRRA equipment or the facilities of the Landfill without the prior written approval of CRRA. In reviewing any such request for approval, CRRA reserves the right to deny any such approval for any reason. Utilizing CRRA personnel or other agents, CRRA reserves the right to perform such

capital and/or operating improvements or work at the Landfill. During the term of the Agreement, CRRA reserves its right to alter or perform any changes to the Landfill at its sole and absolute discretion.

7. OTHER CRRA AND CONTRACTOR OBLIGATIONS

If Scenario 1 is implemented or if Contractor is responsible for operation and management of the Landfill under Optional Scenario 3, Contractor shall comply with the provisions of this Section for the operation and management of the Landfill. If Scenario 2 is implemented or if Contractor is not responsible for operation and management of the Landfill under Optional Scenario 3,, this Section shall not apply to the Contractor.

The responsibilities and obligations of CRRA and Contractor in regard to operation and maintenance of other aspects of the operation, environmental monitoring and record keeping and site closure of the Landfill shall be as follows:

7.1 Groundwater Monitoring

During the term of the Agreement, CRRA shall sample on a quarterly basis each of the four (4) ground water monitoring wells located on the perimeter of the Landfill. One well is located up-gradient, near the corner of Highland Avenue and Highview Street. Three wells are located down-gradient, two in the southeast corner of the site, and one located southwest of the site south of the abandoned railroad embankment. Groundwater quality is monitored by an independent groundwater monitoring consultant and analytical laboratory under contract to CRRA and at CRRA's expense.

Contractor must protect all monitoring wells, sampling points and related equipment and facilities from damage due to Contractor's activities and Contractor must replace any such items damaged by Contractor. Contractor must maintain all monitoring and sampling locations to provide access for CRRA and its subcontractors or consultants.

7.2 Landfill Cover

During the term of the Agreement, Contractor must cover all waste disposed of at the Landfill in accordance with all permits and regulations. Currently, cover soil is required to be applied on a weekly basis at a minimum. Any area of the Landfill that is inactive for more than nine months must be covered with interim cover. Interim cover shall consist of a minimum of one (1) foot of earth cover or a suitable alternative cover approved in advance by CTDEP and CRRA. All cover must be graded and seeded to establish a suitable vegetative cover to promote runoff.

CRRA shall provide Contractor with a source of cover soil at no charge to Contractor. Potential types of cover soil that CRRA may provide are: treated soils, special waste soils approved by CTDEP and/or clean soils. Contractor shall work with CRRA and CRRA's cover soil supplier(s) to coordinate the delivery of such cover soils. In the event CRRA is unable to provide cover soil to Contractor, Contractor

and CRRA shall negotiate a price that Contractor shall charge CRRA for providing such cover soil. All costs associated with the on-site management of cover soils shall be the responsibility of Contractor.

7.3 Dust and Fugitive Emissions Control

Contractor must control dust on the Landfill roads that is a result of vehicular traffic and during windy conditions through continuous operation of a sweeper and a water truck. Contractor must continuously maintain all paved roadways free of mud and accumulated dirt. Water shall be applied to these and gravel access roads on an as-needed basis to control dust. Water needed for use in dust control, cleaning of roadways, equipment wash downs, etc. is the responsibility of the Contractor.

Water must also be applied to the working areas of the Landfill and any other areas of the Landfill needed to control wind blown dust where vegetative cover has not yet been established. Contractor must apply topsoil to and seed all non-operational areas to establish a vegetative cover whenever possible and maintain these and existing areas in good condition to the satisfaction of CRRA. Contractor must apply water to these areas when necessary to assure the establishment or maintenance of the vegetative cover. Soil additives, such as calcium chloride or other dust suppression soil amendments, may also be used to control dust emissions from roadways and soil surfaces when permitted by CTDEP.

7.4 Runoff, Erosion and Drainage Control

Stormwater runoff must be controlled as follows:

- (a) Through a system of temporary and permanent drainage controls, including soil berms, silt fencing and temporary channels, to divert stormwater;
- (b) Through use of vegetative cover; and
- (c) Through the use of existing drainage ditches and structures.

Contractor must construct and maintain drainage and erosion control facilities as described on the engineering drawings (see **Attachment E**), the Current O&M Plan (see **Attachment F**), the Supplemental O&M Plan, and as dictated by the State of Connecticut 2002 Erosion and Sedimentation Guidelines.

Contractor shall provide on-site erosion and sediment control for operational and non-operational areas of the Landfill through the judicious use of soil berms, silt fencing and on-site drainage control ditches. Contractor shall establish and maintain vegetative cover wherever possible to minimize erosion of the soil cover and, consequently, minimize sediment buildup in on-site drainage ditches. Contractor shall take all means possible to prevent erosion and to prevent sediment buildup in on-site and off-site drainage ways and watercourses. Sediment buildup as a result

of Contractor's activities or lack of erosion and sediment control will be immediately removed by Contractor.

Contractor must prevent and/or repair any erosion that occurs to any surfaces of the Landfill, including but not limited to, the following:

- (a) Areas that have received daily cover, and intermediate cover;
- (b) All vegetated areas;
- (c) Berms, slopes and any earthworks;
- (d) Intermediate or final slopes;
- (e) Existing or future drainage ditches, swales, downchutes or sedimentation ponds;
- (f) Wetlands; and
- (g) Roadways.

Contractor must immediately repair any erosion or other damage to any Landfill surfaces that occurs during, and as a result of, Contractor's performance of the Work herein.

7.5 Site Monitoring and Inspection

At its sole discretion, CRRA may elect to monitor all aspects of operation of the Landfill with its own staff or with an agent, including but not limited to, the following:

- (a) Daily operations;
- (b) Coordination between the Contractor and parties delivering waste to the Landfill;
- (c) Inspection of all aspects of daily operations to assure compliance with operating permits and terms of the Agreement; and
- (d) Inspection of all daily operating records, maintenance logs and other data required of Contractor.

CRRA shall be responsible for the completion of an engineering review of the Landfill operation periodically. These inspections are performed in conformance with CTDEP Landfill Permit requirements and will include the following:

- (a) Inspections of all operations;
- (b) Adherence to operating plans and fill sequence drawings;

- (c) Condition of all equipment and facilities;
- (d) Inspection of all operating and maintenance records;
- (e) Inspection of all drainage and erosion controls;
- (f) Inspection of the condition of cover soils and vegetation; and
- (g) Any other environmental controls.

The findings of the engineer shall be summarized in a quarterly report and submitted to Contractor and to the CTDEP. Contractor must immediately correct any deficiencies identified in such inspection which relate to matters which are the responsibility of Contractor under this Agreement, and notify CRRA upon completion.

CTDEP inspection personnel shall also have access to the Landfill and will regularly inspect the Landfill and its operations to evaluate conformance with regulations, Landfill Permits and operating conditions. Contractor must contact CRRA immediately when CT DEP personnel arrive at the Landfill and cooperate fully with the CTDEP personnel.

7.6 Vector and Bird Control

Contractor must perform all necessary techniques and actions to prevent the appearance of and to remove birds from the Landfill, including but not limited to, the following:

- (a) Use of cover material. Contractor must employ all methods to reduce the attraction of birds to the Landfill, including emplaced waste material with cover soil or purposely staging deliveries at the Landfill in groups, rather than staggered deliveries, to allow for rapid unloading and covering to minimize the amount of cover required;
- (b) Station personnel at the working face to fire noisemakers at the birds to frighten them away;
- (c) Utilize noisemakers simulating the sound of injured or dying birds to scare birds from the site;
- (d) Any other methods available such as mixing or spraying chemicals containing odors offensive to the birds on the wastes.

Contractor must employ the above or other approved methods on an on-going basis to effectively keep bird populations at the Landfill to a minimum.

7.7 Litter Control and Cleanup

Contractor must prevent blowing litter and take all appropriate steps as needed to control and contain unavoidable blowing litter. Contractor must provide personnel to remove litter and debris daily from the Landfill and any adjoining property or roadways. The Contractor must describe in its Supplemental O&M Plan how it will control, contain, and cleanup blowing litter at the Landfill. Contractor must provide all equipment, personnel, tools, litter fencing, etc., as needed to control and clean up all litter to the satisfaction of, and as directed by, CRRA.

Contractor must clean-up all spillage of all wastes and debris that fall off waste trucks entering the Landfill. The Landfill and all its buildings and property must be swept down at least on a daily basis. Contractor must also maintain the Landfill in a clean condition and ensure all drains, sewer grates, traps, and gutters contain no debris.

7.8 Security

The Landfill currently has a chain link fence with locking gates along Highland Avenue and Highview Street. Contractor shall be responsible to repair any damage to said fencing. Contractor shall be responsible for all security on the Landfill and limit access to the Landfill to authorized parties. Contractor may, at its own expense and with CRRA's prior approval, install additional security measures at the Landfill to achieve maximum security.

At all times during the term of the Agreement, Contractor must provide CRRA with a current listing of Contractor's authorized operating personnel, and identify those Contractor personnel which need access to the Landfill to perform the Work. Contractor must comply with CRRA's instructions with respect to security of the Landfill, as amended from time-to-time.

7.9 Stormwater Pollution Prevention

Contractor shall be responsible for adhering to all the provisions of the latest Stormwater Pollution Prevention Plan for the Landfill site as filed with CTDEP by CRRA or as may revised from time to time by CRRA. Contractor must maintain a copy of the latest Stormwater Pollution Prevention Plan for the Landfill at the Landfill.

7.10 Leachate Seep Repairs and Other Miscellaneous Work

In accordance with CRRA's directions, Contractor must immediately remediate and repair leachate seeps on the sideslopes of the Landfill and other related work as may be required from time to time.

7.11 Safety

In accordance with the Standards, Contractor must provide all equipment operators and other personnel working at the Landfill with all appropriate protective equipment. Contractor must maintain all required safety plans and materials specification sheets.

Contractor shall be responsible for the following:

- (a) Assuring that all vehicles crossing the LR&S property do so on the CRRA right-of-way in cooperation with LR&S;
- (b) Controlling and policing the speed of vehicles on the interior roadways of the Landfill;
- (c) Controlling the safe operation of vehicles and equipment in the Landfill;
- (d) Assuring the safe and proper performance of its duties and that of its employees during the completion of the Work outlined herein; and
- (e) Providing a safe work environment for all personnel in the Landfill at all times.

7.12 Contractor's Continuing Responsibility

Contractor must perform the Work continuously throughout the term of this Agreement regardless of operational failure of Contractor's equipment, labor strikes, or any other cause. All costs involved in complying with this requirement shall be Contractor's responsibility.

7.13 Communication

Contractor must immediately send to CRRA all complaints, inquires, or any other written or oral comments regarding Contractor's Work. Throughout the term of the Agreement, Contractor must provide CRRA with a current list of Contractor's contact persons.

7.14 Notices of Violation

If a regulatory agency of the State of Connecticut issues an Order, Notice of Violation, complaint, or any other notice for any aspect of Contractor's Work, Contractor shall immediately notify CRRA of such notice. With CRRA's consultation and direction, it shall be Contractor's responsibility to immediately correct such violation and Contractor shall hold CRRA harmless of any and all costs incurred as a result, including any appropriate liquidated damages.

7.15 Emergency Response

Contractor shall manage all emergencies occurring in the Landfill. In the event of an emergency, such as a fire, explosion, radiation detection, spill, injury to personnel or other emergency situation, Contractor shall immediately notify the appropriate emergency response organizations, and thereafter immediately provide CRRA with **immediate verbal and written** notice of such emergency. CRRA reserves its right to direct Contractor how to respond to said emergency condition.

7.16 CRRA Access

At CRRA's sole discretion, CRRA reserves its right, or that of CRRA's subcontractors, consultants, CTDEP or any other individual or entity having permission from CRRA, to enter the Landfill at any time for any purpose. CRRA may inspect the source of all wastes delivered to the Landfill, and observe any and all activities of Contractor without prior notice and at any time.

7.17 No Unauthorized Activities

Contractor and its agents are not permitted to perform any activity or action beyond its performance of the Work that is not approved and authorized by CRRA in advance and in writing.

7.18 Vehicles Licenses And Permits

All licenses and permits necessary for the registration and operation of vehicles and equipment needed to perform the Work in the Agreement must be obtained and maintained by Contractor.

All vehicles and equipment shall be registered in accordance with the requirements of the State of Connecticut Department of Motor Vehicles, when required. Vehicles and equipment shall be operated only by personnel with valid State of Connecticut Operator's Permits for the equipment in use.

8. WASTE RELOCATION OPERATIONS

A portion of the south slope of the Landfill is steeper than it should be. Contractor shall, if so directed by CRRA, be required to correct this condition by relocating an estimated 7,700 cubic yards of waste material to an adjacent area within the grades described by the Proposed Final Grading Plan Alternative 1 (see **Appendix E**).

9. SCENARIO 3 (OPTIONAL) - ADDITIONAL CAPACITY BECOMES AVAILABLE

The CTDEP permits held by CRRA for the Landfill allow CRRA to landfill waste material against an abandoned railroad embankment to the south of the Landfill. Because CRRA does not own the abandoned railroad embankment, CRRA's current plans for filling the Landfill do not include filling against the embankment. CRRA is now considering purchasing the abandoned railroad embankment, but the timing for such a purchase is uncertain. If

CRRA does purchase the abandoned railroad embankment, CRRA would, as its permits allow, fill against it. The purchase of the abandoned railroad embankment would provide an estimated 84,700 cubic yards of additional disposal capacity as described by Proposed Final Grading Plan Alternative 2 (see **Appendix E**).

If CRRA purchases the abandoned railroad embankment and issues to the Contractor, at CRRA's sole and absolute discretion, a Notice To Proceed with Optional Scenario 3 by January 1, 2008, Optional Scenario 3 will be implemented through an amendment to the Agreement pursuant to Section 2.8 of the Agreement. Such an amendment shall only address indeterminate terms of the Agreement related to the Work involved with Optional Scenario 3. If CRRA does not issue a Notice To Proceed with Optional Scenario 3 by January 1, 2008, Optional Scenario 3 will not be implemented.

APPENDIX A

To

EXHIBIT A

LEGAL DESCRIPTION OF LANDFILL

SCHEDULE A

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

FIRST PIECE:

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

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

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

SECOND PIECE:

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

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

APPENDIX B

To

EXHIBIT A

WARRANTY DEED FOR LANDFILL

A 1982 PAGE 286
VOL. 1206 - Warranty Deed, Individual or Corporation

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
40 EXCHANGE PL. NY BROADWAY, N. Y. C. 10004

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

To all People to Whom these Presents shall Come, Greeting:

Know Ye, That We, VINCENT B. LORUSSO, SR., BARTHOLOMEW J. LORUSSO, JR. and BARTHOLOMEW LORUSSO, SR.

1982

for the consideration of FOUR MILLION (\$4,000,000.00) DOLLARS

received to OUR full satisfaction of CONNECTICUT RESOURCES RECOVERY AUTHORITY, A political subdivision of the State of Connecticut, 179 Allyn Street, Hartford, CT 06103

do give, grant, bargain, sell and confirm unto the said CONNECTICUT RESOURCES RECOVERY AUTHORITY, A political subdivision of the State of Connecticut

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

FIRST PIECE:

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

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

Subject to:

1. Easement - 165 foot right of way - Jennie A. Upson, Cornelia W. Kelsey, Lena Upson and Ruth W. Brevoort to The Connecticut Light & Power Company dated October 21, 1929, October 22, 1929, October 24, 1929, recorded October 29, 1929 in Waterbury Land Records, Volume 433, Page 550.
2. Relinquishment of all rights of access directly to and from the relocation of Route #8 as in Certificate of Taking by the State of Connecticut dated April 16, 1963, recorded April 19, 1963 in Waterbury Land Records, Volume 842, Page 589 and as in quit-claim deed from The Par Service Corporation to The State of Connecticut dated January 12, 1965, recorded March 23, 1965 in Waterbury Land Records, Volume 876, Page 74.

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

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

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

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

SECOND PIECE:

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

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

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

As part consideration for this conveyance, the Grantors shall have the right of first refusal to purchase Piece One and Piece Two on the terms of any bonafide offer made to and acceptable to the Grantee. The Grantors shall have 30 days from the date of the Grantors receipt of written notice from the Grantees of the existence and terms of such offer to exercise their first right to purchase Piece One and Piece Two.

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To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto it the said grantee its successors heirs and assigns forever, to our heirs, executors, and administrators, covenant with the said grantee its successors heirs and assigns, that as and until the conveying of these presents, We are well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as above stated.

And Furthermore, We the said grantors do by these presents bind ourselves and our heirs forever to WARRANT AND DEFEND the above granted and bargained premises to it the said grantee its successors heirs and assigns, against all claims and demands whatsoever, except as above stated.

In Witness Whereof, We have hereunto set our hands and seal the 9th day of December 1986.

Signed, Sealed and Delivered in the presence of

Walter R. Gaffin
Mary J. Gaffin
Handwritten signatures and names of witnesses.

VINCENT B. LORUSSO SR.
BARTHOLOMEW J. LORUSSO, JR.
BARTHOLOMEW LORUSSO, SR.
(L.S.)
(L.S.)
(L.S.)
(L.S.)

RECEIVED FOR RECORD
1986 DEC 10 11:19:40
TOWN CLERK
WATERBURY, CT.

NO CONVEYANCE TAX RECEIVED
Gloria M. Gallo
TOWN CLERK

State of Connecticut, County of NEW HAVEN
On this the 9th day of December 1986, before me, the undersigned officer, personally appeared

Vincent B. LoRusso, Sr., Bartholomew J. LoRusso, Jr., and Bartholomew LoRusso, Sr. known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand.
Walter R. Gaffin
COMMISSIONER OF THE SUPERIOR COURT

State of Connecticut, County of
On this the day of
the undersigned officer, personally appeared who acknowledged himself to be the

being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as
In Witness Whereof, I hereunto set my hand.

18608

APPENDIX C

To

EXHIBIT A

**CURRENT CTDEP OPERATING PERMITS FOR
LANDFILL**



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



* in
computer as
151-B

PERMIT TO WATERBURY LANDFILL ASSOCIATES TO OPERATE A SOLID WASTE FACILITY LOCATED AT HIGHLAND AVENUE IN THE CITY OF WATERBURY OWNED AND OPERATED BY WATERBURY LANDFILL ASSOCIATES FOR DISPOSAL OF BULKY WASTE (EXCLUDING HAZARDOUS WASTE) AND OTHER SPECIAL WASTES AS SPECIFICALLY APPROVED.

This Permit to Operate is issued in accordance with Section 2 (c) of PA 85-334 and Section 22a-209-4 (c) of the Regulations of Conn. State Agencies and is based on the Permit to Construct a Solid Waste Facility No. 151-1-B issued to Waterbury Landfill Associates on March 10, 1983.

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, and shall maintain and update such surety as required by the referenced Federal Regulations.

This permit to operate is issued for an existing permitted solid waste disposal area which operated on Feb. 21, 1985 in accordance with Sec. 22a-209-4(c)(1) and 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 Conn. State Agencies.

Dated in Hartford, Connecticut, this 14th day of November, 1986.

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Stanley J. Pac
Stanley J. Pac
Commissioner

P.O. No. 151-1-B-0
cc:
Mayor of Waterbury

Phone:

165 Capitol Avenue • Hartford, Connecticut 06106

An Equal Opportunity Employer



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



December 18, 1986

Ms. Marian R. Chertow
Connecticut Resources Recovery Authority
179 Allyn St.
Hartford, CT 06103

PERMIT TRANSFER

WATERBURY, TRANSFER OF SOLID WASTE PERMIT NO. 151-B, DATED MARCH 10, 1983 FROM WATERBURY LANDFILL ASSOCIATES TO THE CONNECTICUT RESOURCES RECOVERY AUTHORITY.

In accordance with your December 5, 1986 request and Sections 22a-209-4(a) and 4(g) of the Regulations of Connecticut State Agencies, Solid Waste Permit No. 151-B, IS HEREBY TRANSFERRED to the Connecticut Resources Recovery Authority.

The landfill will be operated in accordance with the site engineering plans and permit conditions as originally approved. All other appropriate restrictions, conditions and state statutes and regulations, including construction, operation, reporting, monitoring, surety, closure, maintenance and post-closure use shall remain in force.

Dated in Hartford, Connecticut, this 18th day of Dec., 1986

Sincerely,

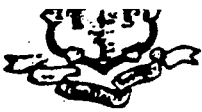
Stanley J. Pac
Stanley J. Pac
COMMISSIONER

SJP/JE/jpw
cc: City of Waterbury

Phone:

163 Capitol Avenue • Hartford, Connecticut 06106

An Equal Opportunity Employer



Ms. Marian R. Chertow
Connecticut Resources Recovery Authority
179 Allyn St.
Hartford, CT 06103

TRANSFER OF PERMIT TO OPERATE

~~WATERBURY, TRANSFER OF SOLID WASTE PERMIT TO OPERATE NO. 151-B-0,
DATED NOVEMBER 18, 1986, FROM WATERBURY LANDFILL ASSOCIATES TO THE
CONNECTICUT RESOURCES RECOVERY AUTHORITY.~~

In accordance with your December 5, 1986 request and Sections 22a-209-4(a) and 4(g) of the Regulations of Connecticut State Agencies, Solid Waste Permit to Operate No. 151-B-0, IS HEREBY TRANSFERRED to the Connecticut Resources Recovery Authority.

The landfill will be operated in accordance with the site engineering plans and permit conditions as originally approved. All other appropriate restrictions, conditions and state statutes and regulations, including construction, operation, reporting, monitoring, surety, closure, maintenance and post-closure use shall remain in force.

~~Dated in Hartford, Connecticut, this 19th day of December, 1986~~

Sincerely,


Stanley J. Pac
COMMISSIONER

SJP/JE/jpw
cc: City of Waterbury

Phone:

165 Capitol Avenue • Hartford, Connecticut 06106

An Equal Opportunity Employer



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



MINOR PERMIT AMENDMENT

APPROVAL TO THE CRRA FOR THE OPERATION OF A WOOD WASTE SHREDDER
AT ITS WATERBURY BULKY WASTE DISPOSAL AREA BY AMENDMENT TO PERMIT NO. 151-B

In accordance with Sec. 22a-209-4(f) of the Regulations of Connecticut State Agencies and in accordance with the CRRA's June 22, 1989 and June 28, 1989 submittals, the aforementioned solid waste permit to construct is hereby amended.

Specifically:

The CRRA is authorized to operate a large wood shredder (Recycling Systems, Inc. or equivalent) within the area delineated on the site plan submitted to the DEP on June 22, 1989. The shredder will process stumps, land clearing debris in accordance with the June 22, 1989 letter describing the operation. Wood chips will be removed weekly for utilization.

Subject to these conditions:

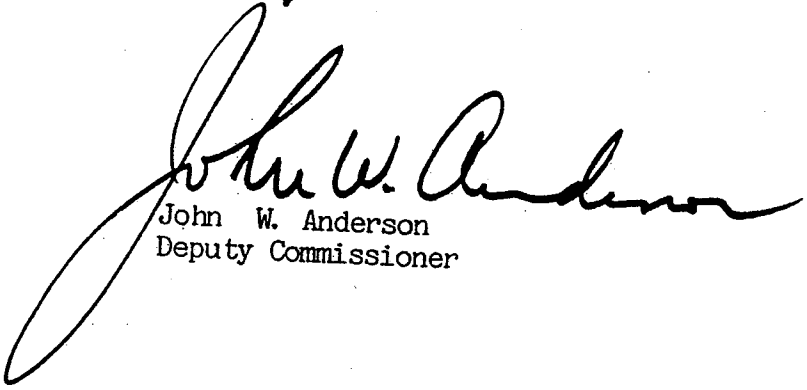
1. Wood wastes shall be shredded daily as they are received. The accumulated pile waiting to be processed shall not exceed an area 80 feet by 50 feet square and 10 feet deep within the approved "waste recycling location" shown on the site plan.
2. If the volume of wood awaiting processing exceeds the limits in the preceding paragraph, all additional wood received shall be re-routed to the work face for daily compaction and disposal.
3. The processed wood shall be stored within the area shown on the June 22, 1989 site plan and labelled "waste recycler location". The pile shall not exceed an area 50 feet by 60 feet square and 10 feet deep (approximately 1100cy of wood chips). Processed wood shall be removed a minimum of once each week for utilization off-site.
4. If the volume of processed wood exceeds the limits in paragraph 3, no further wood is to be processed until off-site uses or on-site storage capacity become available.

Phone:

165 Capitol Avenue • Hartford, Connecticut 06106

5. On a quarterly basis in March, June, September, and December, the CRRA shall report to the DEP Solid Waste Unit in writing the approximate quantities of different wood wastes that have been shredded, the current dimensions of the process waste and woodchip piles in the "recycling location", and the quantities and disposition of processed wood wastes removed from the site.
6. This minor amendment may be revised or revoked at any time by the Commissioner in accordance with Sec. 4-182 C.G.S.

Dated in Hartford, Connecticut this 21 day of July, 1989.



John W. Anderson
Deputy Commissioner

Minor Amendment to
Solid Waste Permit No. 151-B

APPENDIX D

To

EXHIBIT A

**LORUSSO/CRRA PURCHASE AND SALE
AGREEMENT FOR THE LANDFILL**

AGREEMENT made by and between VINCENT LORUSSO, BARTHOLOMEW LORUSSO, JR., BARTHOLOMEW LORUSSO, SR., hereafter referred to in the masculine gender as the "Seller" and CONNECTICUT RESOURCES RECOVERY AUTHORITY, hereafter referred to in the masculine gender as the "Buyer."

1. PROPERTY.

In consideration of the purchase price hereinafter specified, the Seller will sell and convey to or upon the order of the Buyer, and the Buyer will purchase from the Seller, the real property described in Schedule A attached hereto (the "Premises"), and subject to the encumbrances set forth in Schedule B and the building located on the Premises and the Case Land Fill Compactor.

2. PRICE.

The purchase price is FOUR MILLION (\$4,000,000.00) DOLLARS payable as follows:

- (a) By binder or earnest money heretofore paid, the receipt of which is acknowledged by the Seller:..... \$
 - (b) Paid on the signing of this Agreement:..... \$
 - (c) By certified, bank or trustee's check to be delivered at the closing:.. \$ 4,000,000.00
- TOTAL.... \$ 4,000,000.00

3. CLOSING.

The closing of title (the "Closing") will take place at the offices of Griffin & Griffin, P.C., First Federal Plaza, Waterbury, Connecticut, on or before December 5, 1986 at 10:00 A.M., or at such other place or earlier time as the parties may agree upon in writing.

4. ADJUSTMENTS.

The amount payable at the closing shall be adjusted by the apportionment as of the Closing date, in accordance with the custom of the Town and any other taxing district in which the Premises are situated, of any of the following items, whether paid in full or not, which are not delinquent as of the Closing date:

- (a) Taxes of such Town and district on the List of October 1, 1986. (If any taxes to be apportioned have not been determined as of the Closing date, such apportionment shall be based on the last available rate and valuation);

5. TITLE; CONVEYANCE.

The Seller will convey to the Buyer at the Closing a good and marketable title to an indefeasible estate in fee simple in and to the Premises, subject only to the exceptions to title set forth in Article 6 hereof. Such conveyance will be made by warranty deed in the usual form according to Connecticut practice. The deed shall be delivered, duly

executed, to the Buyer at the Closing upon the payment of all sums to be then paid by the Buyer and shall be prepared by the Seller at its expense. The Seller shall pay all Conveyance Taxes required.

On the closing date, seller shall deliver to the Buyer, at the Seller's expense, a Real Estate Statement pursuant to which the Seller shall certify to the Town Clerk of Waterbury the amount of the purchase price; waivers of mechanic's liens duly executed by or on behalf of each person, firm or corporation who shall have performed services or provided materials in connection with any construction or repair of the Premises during the ninety (90) days immediately preceding the Closing Date; an owner's affidavit, in the form attached hereto as Exhibit C, to permit the Buyer to obtain a standard form ALTA owner's title insurance policy, issued by Lawyers Title Insurance Corporation or such other nationally recognized title insurance company as may be designated by the Buyer; and an assignment, in the form attached hereto as Exhibit D, pursuant to which the Seller shall assign to the Buyer all governmental approvals, permits and consents which Seller shall have received in connection with the lawful use and operation of the Premises.

If the Seller is unable to convey to the Buyer at the Closing a good and marketable title to the Premises as aforesaid, the Buyer will have the option of (a) closing the transaction herein contemplated on the terms herein provided and accepting, in full satisfaction of the Seller's obligation hereunder, such title as the Seller can convey, or (b) cancelling this agreement, in which event the seller shall return the deposit in full to the Buyer and neither the Seller nor the Buyer shall thereafter have any further duty or liability to the other hereunder. Provided, however, that, before the Buyer shall have the right to exercise option (b) of this Article, if requested by the Seller on or before the Closing date, the Closing shall be postponed for such period not exceeding thirty (30) days as the Seller may request in order to afford him an opportunity to remedy the alleged defect or defects claimed as the basis for such cancellation. Nothing shall constitute an encumbrance, lien or exception to title for the purposes of this agreement if the current Standards of Title of the Connecticut Bar Association recommends that no corrective or curative action is necessary in circumstances substantially similar to those presented by such encumbrance, lien or exception to title.

6. EXCEPTIONS TO TITLE.

The Premises will be conveyed by the Seller and accepted by the Buyer subject to the following:

- (a) Any restrictions and limitations now existing or hereafter imposed by governmental authority, including inland wetlands, tidal wetlands and coastal area management laws and regulations, building regulations and zoning and planning rules and regulations of the Town in which the Premises are situated, provided there are no violations thereof as of the Closing date;
- (b) Any state of facts which a physical inspection or accurate survey of the Premises might disclose, provided that such survey does not disclose a violation of the applicable zoning regulations.

- (c) Taxes, not delinquent as of the Closing date of the Town and any other taxing district in which the Premises are situated (which taxes the Buyer will assume and agree to pay in the deed of conveyance heretofore referred to);
- (d) Any riparian or littoral rights of others, common law or statutory, in or to any stream or other body of water adjoining or passing through the Premises;
- (e) Assessments which may on or after the date of closing be levied against or become a lien on the Premises for any municipal improvement;
- (f) Easements and encumbrances shown on Schedule B attached hereto.

7. SELLER'S REPRESENTATIONS.

Seller warrants and represents to its knowledge that:

(a) It has not permitted to be placed, deposited or stored or caused to be placed, deposited or stored any waste, hazardous waste or other materials other than those permitted pursuant to those permits issued by the Department of Environmental protection of of the State (the "DEP"), and listed on Exhibit E attached hereto, on the Premises and it knows of no such waste which has been placed, deposited on the Premises by any other person;

(b) Each of the permits attached as part of Exhibit D has been validly issued, is in full force and effect, and, upon transfer, will permit the Buyer to operated the "six acre Permitted Area portion of the Premises after the Closing Date as a landfill for the deposit of bulky waste subject to compliance with all of the conditions of said permits and said permits have not been modified or revoked in any respect;

(c) Seller has complied to its knowledge in all respects with all Federal, State and local laws, ordinances, regulations and orders which are applicable to the Premises, no charges or threats of claims or charges alleging the failure to comply therewith have been made, and the Seller is not in violation of any order, writ, injunction or decree applicable thereto.

See Addendum for (d), (e), and (f).

8. ACCESS TO PREMISES.

From and after the date hereof, Seller shall poermit the Buyer and the Buyer's architects, engineers, surveyors, and other advisors, to enter upon the Premises for the purpose of examining the same and of conducting and making such test borings, soil bearing tests, surveys, percolation tests and engineering studies as the Buyer may deem advisable. The Buyer agrees, at its sole cost and expense, to protect, defend, indemnify and save Seller harmless against and from claims, liabilities, damages and expenses of any kind or nature arising out of any entry by the Buyer or its representatives upon the Premises or out of any tests, studies or surveys made of conducted thereon.

9. ADDITIONAL AGREEMENTS OF SELLER.

Seller further covenants and agrees that, between the date hereof and the Closing date:

(a) It shall keep and maintain in full force and effect all governmental approvals, permits and consents, subject to compliance with all of the conditions of said permits, which the Seller has or shall have received in connection with the lawful use and operation of the Premises;

(b) It shall not enter into new transactions pertaining to the Premises;

(c) It shall cooperate with the Buyer in the Buyer's efforts to satisfy the conditions contained in the Conditions Precedent set forth in Paragraph 12 below.

10. POSSESSION.

The Seller will deliver exclusive possession of the Premises to the Buyer at the Closing.

11. BROKERAGE.

The parties hereto recognize NO BROKER negotiated the sale of the Premises. The Buyer will save the Seller harmless from any loss or expense from any commission claim by any broker or agent by virtue of alleged dealings had by such claimant with the Buyer or a representative of the Buyer, provided the Buyer shall be notified promptly of any such claim and may undertake the defense thereof at his expense.

12. CONDITIONS PRECEDENT.

(a) The obligations of Seller to sell and convey the premises to the Buyer to purchase the Premises from the Seller will be subject to the following conditions precedent:

(a) The accuracy, on the date hereof and on the Closing Date, of the representations on the part of the Seller contained in this Agreement;

(b) The performance by the Buyer and Seller of their obligations hereunder;

(c) Between the date hereof and the Closing Date, no order, decree or injunction of any court of competent jurisdiction, nor any order, ruling, regulation or administrative proceeding by any governmental body or board, shall have been issued or commenced, nor shall any legislation have been enacted, with the purpose or effect of prohibiting any of the transactions contemplated by this Agreement;

(d) Each of the permits attached as part of Exhibit D shall be in full force and effect on the Closing Date, shall not have been modified or revoked in any respect and shall be validly assigned to the Buyer so that the Buyer may use and operate the "Six-Acre Permitted Area" portion of the premises as a bulky waste disposal area;

(e) The execution of an operating agreement substantially in the form of Exhibit F hereto;

(f) The DEP permits attached hereto as Schedule 1 of Exhibit D shall be transferred to the Buyer;

(g) Seller's delivery to the Buyer and to the Commissioner of the DEP or his designated agent of any and all negative declarations or certifications if applicable required by Public Act 85-568 of the January, 1985 session of the General Assembly of the State of Connecticut in accordance with the provisions of said Public Act 85-568.

13. RIGHT OF FIRST REFUSAL.

The deed to the demised premises shall contain a provision to the effect that, beginning on the day three (3) years after the closing date and provided that the Buyer never obtained the necessary permits to operate a bulky waste land fill on the "Non-Permitted Site" and "Contiguous Sites", the Seller shall have the right of first refusal to purchase the Demised Premises on terms of any bona-fide offer made to and acceptable to the Buyer. The Seller shall have thirty (30) days from the date of Seller's receipt of notice from the Buyer of the existence and terms of such offer to exercise its right of first refusal, after which right, if unexercised shall expire as to such offer.

14. EASEMENT.

It is further agreed between the parties that the Seller shall grant to the Buyer an easement from Nichols Drive to the Premises. The easement shall cease when the land fill operations have been completed. Said easement shall be fifty (50) wide and located approximately in the area now occupied a dirt road, the precise location of the easement area determined by the Seller. The easement shall be personal to the Buyer, shall be non assignable and shall be used solely by the Buyer in connection with land fill operation. It is the intention of the Seller that the easement be used by the Buyer as access to the land fill so that trucks using the Premises may avoid the residential streets.

15. CONDEMNATION

If any part or parts of the Premises shall be taken by exercise of the power of eminent domain after the date hereof but before the Closing Date, Seller shall immediately advise the Buyer thereof. In the event of such taking, the Buyer shall have the option (a) to take and accept such title as the Seller is able to convey, without abatement of the Purchase Price, and negotiate with the condemning authority for the condemnation award and receive the benefits thereof; or (b) to terminate this agreement, and if the Buyer shall so elect to terminate, all rights and liabilities of the parties hereto by reason of this agreement shall be deemed at an end.

17. INDEMNIFICATION.

Seller agrees to indemnify the Buyer and its members, officers, employees against suits, judgments, debts, damages, against all losses and damage that the Buyer shall sustain by reason of the unlawful activities on the premises which the Buyer can prove were attributable to and permitted by the Seller in the operation of the premises for only the period of the Seller's ownership or operation thereof through the closing date and (ii) the untruth, inaccuracy or breach of any representation, warranty or agreement of Seller contained herein.

(a) With respect to any claim for environmental damages, the indemnification provided above shall extend and apply to any damage to any third parties; and any costs incurred by Buyer required to correct environmental conditions which the Buyer can prove resulted from the Seller knowingly permitting acts and use and operation of said land fill which were unlawful or contrary to any regulation or ordinance of said land fill were permitted by the Seller.

18. EFFECT.

The representations, warranties, indemnifications, promises and agreements contained herein shall not merge in the Warranty Deed to be given pursuant to this Agreement, but all shall survive the execution and performance of this Agreement even though not inserted or otherwise included in such Warranty Deed. Notwithstanding the aforesaid, the parties agree that all Indemnifications shall cease and be of no further effect or force after the date the land fill operation on Parcel A ceases.

19. NO ORAL AMENDMENTS.

This written Agreement constitutes the entire contract between the parties and no oral statement or promises or any understanding not embodied in writing shall be effective.

20. SUCCESSION.

This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties except for the provisions of paragraph 17.

IN WITNESS WHEREOF, the parties have set their hands and seals to counterparts hereof, each of which shall be deemed an original as the later of the dates it is signed by Purchaser and Seller.

In the presence of

Walter R. Saffin

SELLER

Vincent B. Lorusso (L.S.)
VINCENT LORUSSO

Bartholomew Lorusso, Jr. (L.S.)
BARTHOLOMEW LORUSSO, JR.

BARTHOLOMEW LORUSSO, SR. (L.S.)

BUYER

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

J. E. Sullivan

By: W. R. P. T. (L.S.)

Its

Signed by Seller 12/5/86

Signed by Purchaser 12/5/86

STATE OF CONNECTICUT, COUNTY OF NEW HAVEN

SS: WATERBURY

On this the ^{5th} day of ~~November~~ ^{December}, 1986, before me, Walter R. Griffin the undersigned officer, personally appeared Vincent LoRusso, Bartholomew LoRusso, Jr. and Bartholomew LoRusso, Sr., known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Walter R. Griffin
Comm. of the Superior Court
Title of Officer

STATE OF CONNECTICUT, COUNTY OF HARTFORD

SS: Hartford

On this the ^{5th} day of ^{December}, 1986, before me, ^{Susan M. Orr} the undersigned officer, personally appeared ^{Marion R. Chertow}, who acknowledged ~~himself~~ to be the ^{President} of Connecticut Resources Recovery Authority, a corporation, and that she, as such ^{President}, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by ~~himself~~ as ^{President}.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Susan M. Orr
Comm. of the Superior Court
Title of Officer

ADDENDUM TO PURCHASE AND SALE AGREEMENT BETWEEN VINCENT LORUSSO,
BARTHOLOMEW LORUSSO, JR., BARTHOLOMEW LORUSSO, SR., AND
CONNECTICUT RESOURCES RECOVERY AUTHORITY DATED DECEMBER 5, 1986

(d) There are no actions, suits, claims, proceedings or investigations pending or, to the best knowledge of Seller, threatened against Seller at law or in equity or before or by any Federal, State, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality pertaining to the Premises, and Seller is not in default with respect to any order, writ, injunction or decree of any court or Federal, State, municipal or other governmental department, commission, board, bureau, agency or instrumentality pertaining to the Premises.

(e) No sand, gravel or other material will have been removed from the Premises from the date hereof until the Closing Date, except pursuant to the site preparation to be performed by the Seller in accordance with the terms of this Agreement.

(f) No person, firm, corporation or municipality has any right to deposit waste on the Premises after the Closing Date.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A & B, HIGHLAND AVENUE AND HIGHVIEW STREET
WATERBURY, CONNECTICUT

PREPARED FOR VINCENT B. LORUSSO, JR., BARTHOLOMEW J.
LORUSSO, JR. AND BARTHOLOMEW LORUSSO, SR.

D/B/A/ NICHOLS REALTY

BOUNDED:

- EASTERLY - BY LAND NOW OR FORMERLY OF STATE
OF CONNECTICUT AS SHOWN ON SAID
MAP, 130.0 FEET, MORE OR LESS;
- SOUTHEASTERLY - BY LAND NOW OR FORMERLY OF NEW
YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY, AS SHOWN ON SAID
MAP, 767.0 FEET, MORE OR LESS;
- SOUTHERLY - BY LAND NOW OR FORMERLY OF NEW
YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY, AS SHOWN ON
SAID MAP, 511.55 FEET;
- EASTERLY AGAIN - BY LAND NOW OR FORMERLY OF NEW
YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY, AS SHOWN ON
SAID MAP, 50 FEET;
- SOUTHERLY AGAIN - BY LAND NOW OR FORMERLY OF NEW
YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY, AS SHOWN ON
SAID MAP, 724.55 FEET;
- WESTERLY - ON HIGHLAND AVENUE, AS SHOWN ON
SAID MAP, 540 FEET, MORE OR LESS;
- NORTHWESTERLY - ON HIGHVIEW STREET, AS SHOWN ON
SAID MAP, 740 FEET, MORE OR LESS;
- EASTERLY - 170.0 FEET, MORE OR LESS, BY OTHER
LAND OF VINCENT B. LORUSSO, JR.,
ET. AL.;

**NORTHEASTERLY - 965.0 FEET, MORE OR LESS, BY OTHER
LAND OF SAID LORUSSO, ET. AL., TO THE
PLACE OF BEGINNING.**

**BEING A PORTION OF PREMISES CONVEYED TO VINCENT B. LORUSSO,
SR., BARTHOLOMEW J. LORUSSO, JR. AND BARTHOLOMEW LORUSSO,
SR. BY THE PAR SERVICE CORPORATION (A CONNECTICUT
CORPORATION) BY WARRANTY DEED DATED MARCH 3, 1982,
RECORDED MARCH 5, 1982 IN WATERBURY LAND RECORDS, VOLUME
1545, PAGE 72.**

PARCEL C

Parcel C as shown on "Map of Land Owned by Nichols Realty
Highland Avenue, Highview Street, & Nichols Drive Waterbury,
Connecticut" prepared by Meyers Associates, Waterbury,
Connecticut, Scale 1" = 40' Date: 10-3-86.

EXHIBIT B

SAID PREMISES ARE SUBJECT TO THE FOLLOWING ENCUMBRANCES:

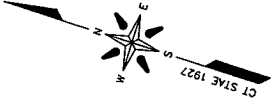
1. Easement by instrument from C.M. Upson, Atty., Estate of Thomas C. Upson, to American Telephone & Telegraph Company dated January 14, 1901 and recorded in Volume 170, Page 225 of the Waterbury Land Records.
2. Easement by instrument from Charles M. Upson, Fred P. and Cornelia L. Upson, Charles S. and Harriet C. Wright by their Atty. C.M. Upson to American Telephone & Telegraph Company dated January 16, 1905 and recorded in Volume 187, Page 352 of the Waterbury Land Records.
3. Easement by instrument from Mrs. H.C. Wright, Fred P. Upson and Jennie A. Upson to Charles L. Campbell dated February 26, 1914 and recorded in Volume 255, Page 328 of the Waterbury Land Records.
4. Easement by instrument from Jennie A. Upson, Cornelia W. Kelsey, Lena Upson and Ruth W. Brevoort to The Connecticut Light and Power Company dated October 24, 1929 and recorded in Volume 433, Page 550 of the Waterbury Land Records.
If applicable,
5. Easement by instrument from Cornelia W. Kelsey, Jennie A. Upson, Ruth W. Brevoort and Lena Upson to City of Waterbury dated August 12, 1935 and recorded in Volume 476, Page 389 of the Waterbury Land Records.
6. Easement by instrument from Ralph J. Tremaglio, Patsy J. Tremaglio and A. Michael Tremaglio to Connecticut Light and Power Company dated October 4, 1940 and recorded in Volume 506, Page 638 of the Waterbury Land Records, if the same affects said premises.
7. Waiver of rights of access to and from the relocation of Route 8, as contained in Certificate of Condemnation from The Par Service Corporation to State of Connecticut dated April 16, 1963 and recorded in Volume 842, Page 589, and in a Quit Claim Deed from The Par Service Corporation to State of Connecticut dated January 12, 1965 and recorded in Volume 876, Page 74, both in Waterbury Land Records.

APPENDIX E

To

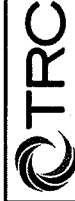
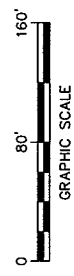
EXHIBIT A

**EXISTING CONDITIONS AND GRADING PLANS
FOR THE LANDFILL**



SOURCE:
 BASE MAP FROM TOPOGRAPHIC SURVEY
 TITLED "TOPOGRAPHIC SURVEY, WATERBURY
 LANDFILL, HIGHLAND AVENUE & HIGHLAND
 STREET, WATERBURY, CONNECTICUT,
 PREPARED FOR CONNECTICUT RESOURCE
 RECOVERY AUTHORITY", DRAWING NUMBER:
 26-350TP, SCALE: 1"=20', DATED:
 12-20-06, BY MARTINEZ, COUCH &
 ASSOCIATES, LLC.

- NOTES:**
- 1) PROPERTY BOUNDARY IS APPROXIMATE AS NOTED ON ABOVE REFERENCED TOPOGRAPHIC SURVEY.
 - 2) LOCATION OF PROPERTY WITHIN THE CONNECTICUT STATE PLANE NAD 1927 IS APPROXIMATE AND SHOULD NOT BE CONSIDERED ACCURATE.

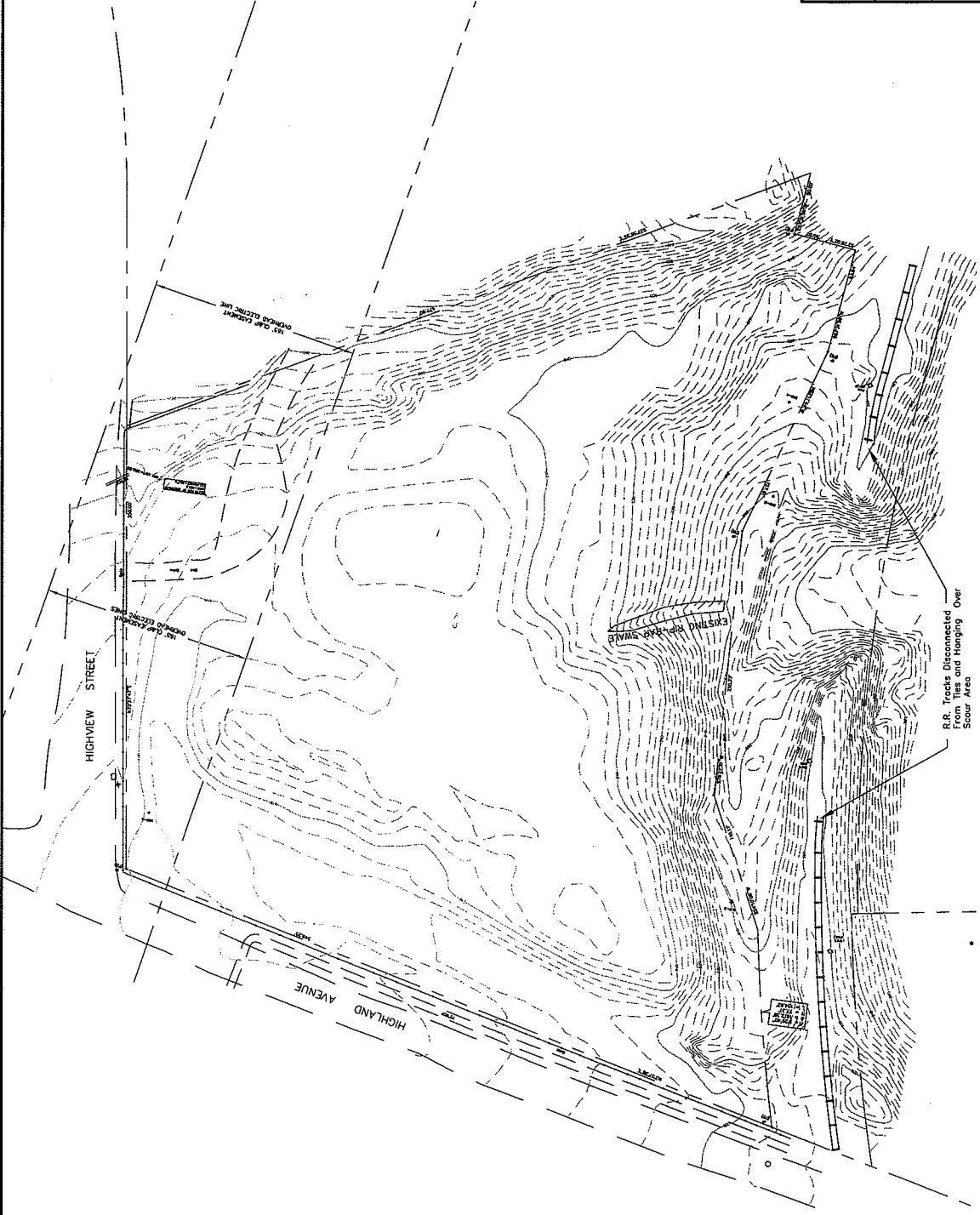


21 Griffin Road North
 Windsor, CT 06095
 (860) 298-9892

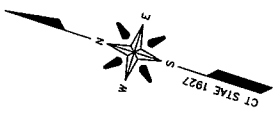
CONNECTICUT RESOURCE RECOVERY AUTHORITY
 WATERBURY LANDFILL
 HIGHLAND AVENUE & HIGHVIEW STREET
 WATERBURY, CONNECTICUT

EXISTING CONDITIONS PLAN

Date: 04/05/07 | Project No. 42798-0140-00000 | Dwg: G1

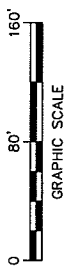


J:\CA0\42798\0140\11x17.dwg, Layout:G1 11x17 April 05, 2007-2:11PM KHOLLENBECK



SOURCE:
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 TITLED "TOPOGRAPHIC SURVEY, WATERBURY
 LANDFILL, HIGHLAND AVENUE & HIGHLAND
 STREET, WATERBURY, CONNECTICUT,
 PREPARED FOR CONNECTICUT RESOURCE
 RECOVERY AUTHORITY", DRAWING NUMBER:
 26-350TP, SCALE: 1"=20', DATED:
 12-20-06, BY MARTINEZ, COUCH &
 ASSOCIATES, LLC.

- NOTES:
- 1) PROPERTY BOUNDARY IS APPROXIMATE
 AS NOTED ON ABOVE REFERENCED
 TOPOGRAPHIC SURVEY.
 - 2) LOCATION OF PROPERTY WITHIN THE
 CONNECTICUT STATE PLANE NAD 1927 IS
 APPROXIMATE AND SHOULD NOT BE
 CONSIDERED ACCURATE.

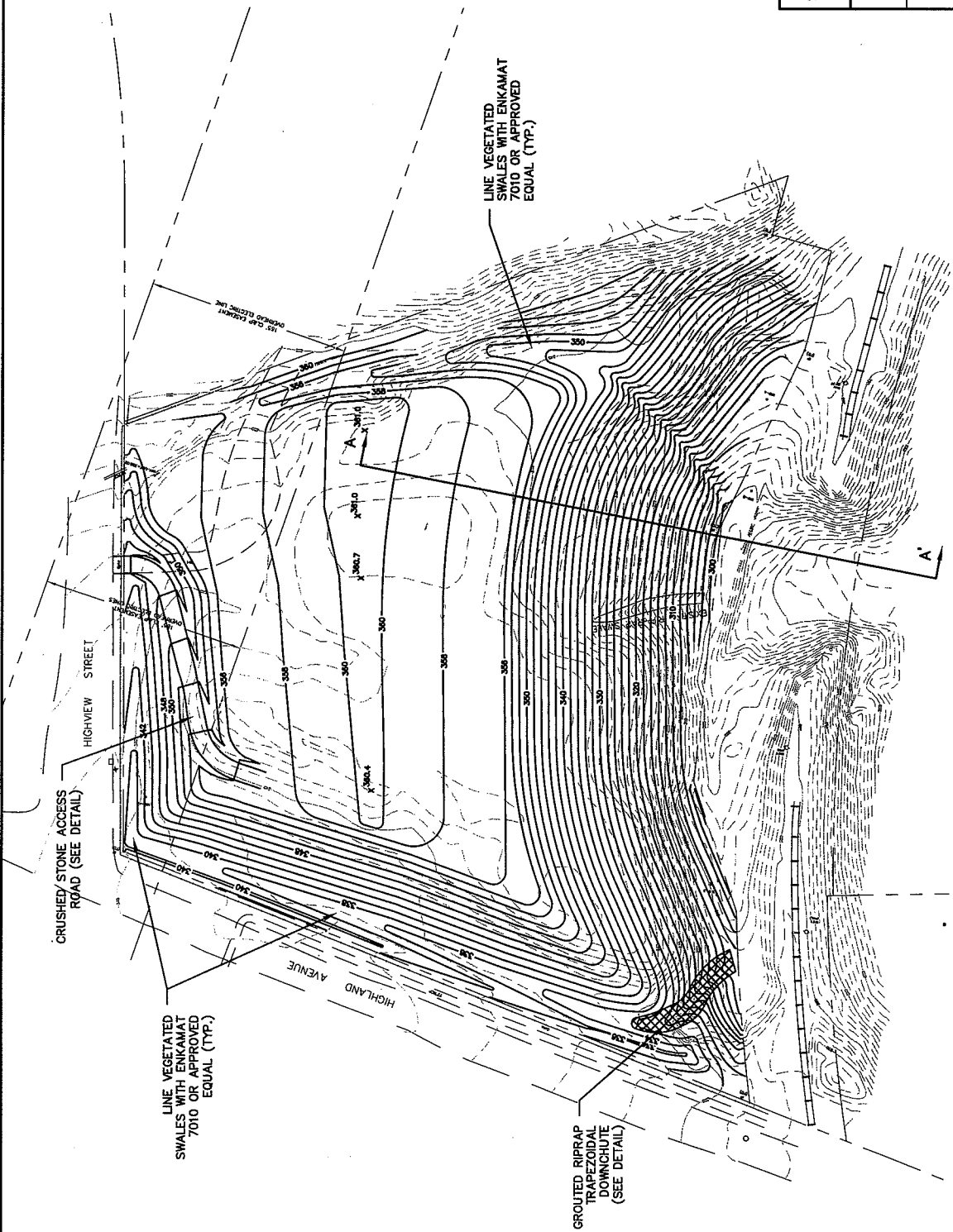


21 Griffin Road North
 Windsor, CT 06095
 (860) 288-9882

CONNECTICUT RESOURCE RECOVERY AUTHORITY
 WATERBURY LANDFILL
 HIGHLAND AVENUE & HIGHVIEW STREET
 WATERBURY, CONNECTICUT

PROPOSED FINAL GRADING PLAN
 ALTERNATIVE #1

Date: 04/05/07 | Project No. 42798-0140-00000 | Dwg: G2

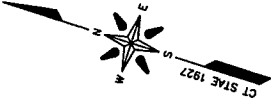


LINE VEGETATED
 SWALES WITH ENKAMAT
 7010 OR APPROVED
 EQUAL (TYP.)

LINE VEGETATED
 SWALES WITH ENKAMAT
 7010 OR APPROVED
 EQUAL (TYP.)

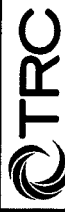
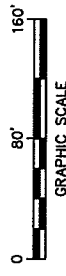
GROUTED RIPRAP
 TRAPEZOIDAL
 DOWNCHUTE
 (SEE DETAIL)

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SOURCE:
 BASE MAP FROM TOPOGRAPHIC SURVEY
 TITLED "TOPOGRAPHIC SURVEY, WATERBURY
 LANDFILL, HIGHLAND AVENUE & HIGHLAND
 STREET, WATERBURY, CONNECTICUT,
 PREPARED FOR CONNECTICUT RESOURCE
 RECOVERY AUTHORITY", DRAWING NUMBER:
 26-350TP, SCALE: 1"=20', DATED:
 12-20-06, BY MARTINEZ, COUCH &
 ASSOCIATES, LLC.

- NOTES:
- 1) PROPERTY BOUNDARY IS APPROXIMATE
 AS NOTED ON ABOVE REFERENCED
 TOPOGRAPHIC SURVEY.
 - 2) LOCATION OF PROPERTY WITHIN THE
 CONNECTICUT STATE PLANE NAD 1927 IS
 APPROXIMATE AND SHOULD NOT BE
 CONSIDERED ACCURATE.

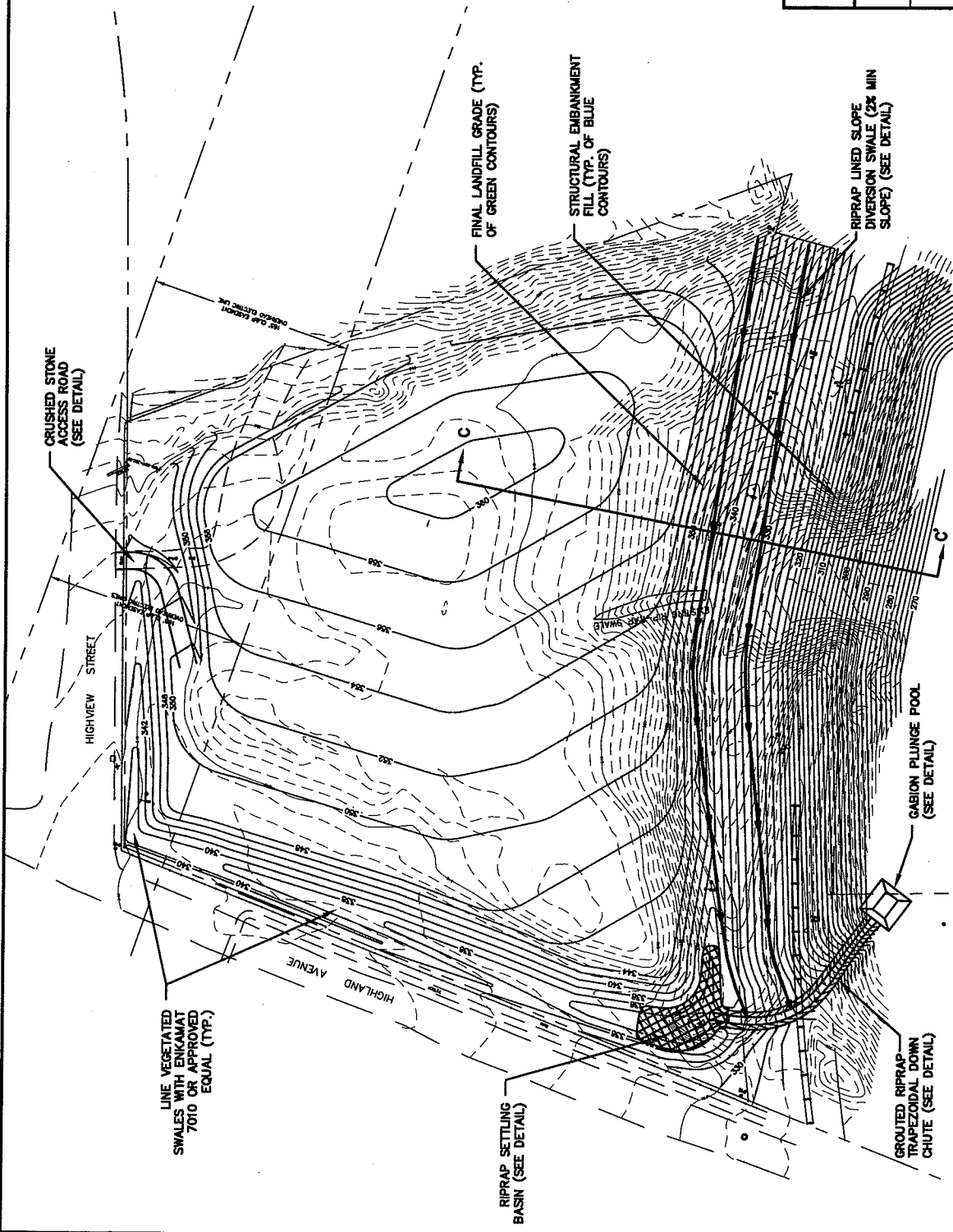


21 Griffin Road North
 Windsor, CT 06095
 (860) 298-9692

CONNECTICUT RESOURCE RECOVERY AUTHORITY
 WATERBURY LANDFILL
 HIGHLAND AVENUE & HIGHVIEW STREET
 WATERBURY, CONNECTICUT

PROPOSED FINAL GRADING PLAN
 ALTERNATIVE #2

Date: 04/05/07 Project No. 42795-0140-00000 Dwg: G4



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 Plot-Long Layout.ctb, 11:17 April 05, 2007-2:08PM KHOLLENBECK

APPENDIX F

To

EXHIBIT A

CURRENT O&M PLAN FOR THE LANDFILL

WATERBURY LANDFILL ASSOCIATES

**OPERATION AND MANAGEMENT
PLAN**

FOR

DISPOSAL OF BULKY WASTE

AT THE

WATERBURY LANDFILL ASSOCIATES
DISPOSAL AREA
WATERBURY, CONNECTICUT

SOLID WASTE COMPLIANCE
Dept. of Environmental Protection
RECEIVED

JAN 10 1983

ANSWERED _____
REFERRED _____
FILED _____

JANUARY 1983

ROALD HAESTAD, INC.
CONSULTING ENGINEER
WATERBURY, CONNECTICUT

WATERBURY LANDFILL ASSOCIATES
Waterbury, Connecticut

OPERATION AND MANAGEMENT PLAN
FOR
DISPOSAL OF BULKY WASTE
AT THE
WATERBURY LANDFILL ASSOCIATES DISPOSAL AREA
Waterbury, Connecticut

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WATERBURY LANDFILL ASSOCIATES
Waterbury, Connecticut

OPERATION AND MANAGEMENT PLAN
FOR
DISPOSAL OF BULKY WASTE
AT THE
WATERBURY LANDFILL ASSOCIATES DISPOSAL AREA
Waterbury, Connecticut

SUMMARY AND CONCLUSIONS

Purpose

The purpose of this Operation and Management Plan (the Plan) is to provide the required engineering studies and recommendations which are necessary for the Waterbury Landfill Associates (WLA) to obtain a Permit from the Department of Environmental Protection (DEP) to construct and operate a bulky waste facility on their land.

WLA desires that DEP issue a conditional permit in the near future allowing WLA to deposit waste on a specified (Lift 1A) uphill portion of the site and thus begin operation as a disposal area. After monitoring actual annual high groundwater this spring and finalizing site preparation requirements, the actual Permit will be issued by DEP.

As a matter of record, the land discussed herein was, at one time, intended for use by the City of Waterbury as a solid waste disposal area and DEP had issued a Permit for this use.

Existing Conditions

The site under study is at the southeast corner of the intersection of Highland Avenue and Highview Street in the south/central section of the City of Waterbury. The site is the westerly end of

a 28 acre parcel of land owned by WLA; the portion of the property designated for the bulky waste disposal site is about 6.2 acres. With regard to topography, the site slopes steeply southerly from the above-noted intersection to form a hollow. With regard to areas surrounding the site, the land to the east and to the north is rising, wooded, undeveloped land. To the west are two commercial establishments. To the south is undeveloped land owned by the City of Waterbury. It is understood the City intends to use this land as a future land-fill for incinerator ash. There are no residential areas near the site.

The area is served by a public water supply. There is a 12-inch main and two fire hydrants in Highland Avenue abutting the site for fire protection.

In former years, a brook transversed the site. This brook is now diverted around the site via a 72-inch pipe flowing south in Highland Avenue.

Soil/Groundwater Studies

Sixteen test pits were dug and five piezometers installed at the site. Information resulting from this work indicates that the bedrock is generally 10 feet below the site. The soils on the site are glacial till.

With regard to annual high groundwater, it is estimated that the annual high level will remain at least two feet below the present surface, except in the south/central portion of the site.

Groundwater samples from two piezometers were tested for those parameters which are indicative of leachate and for those parameters which would indicate residue from a metal finishing operation. The results of these test show that the groundwater at the site is

comparable to "natural" groundwater.

It is estimated that the future leachate plume which the bulky waste will generate will follow the course of the former brook southerly, possibly extending to the Naugatuck River about 1,500 feet south of the site. It is noted that there is already an existing landfill bounded by the Naugatuck River, Route 8, and the main line railroad. It is probable that the existing plume from this landfill will intersect and overlap the future plume from WLA disposal area. Previous studies by DEP have concluded that the Naugatuck River and its abutting aquifer is already contaminated with heavy metals. Therefore, it is concluded that future leachate from the WLA disposal area will have little impact on the quality of the downgradient water.

Site Preparation

It is recommended that a two foot layer of gravel be placed on the south/central portion of the site to obtain the required two foot separation between bottom of waste and groundwater. This recommendation will be evaluated in the spring of 1983 after the actual annual high groundwater has been determined by monitoring of the piezometers. It is recommended that two permanent groundwater monitoring wells, one upgradient, one downgradient, be installed for future monitoring of groundwater quality. Evergreen trees will be planted along Hillview Street and Highland Avenue sides of the site to augment the existing growth and serve as a visual barrier. Finally, the upstream end of the existing culvert under the embankment will be plugged to avoid a point discharge of leachate.

Operation and Management

The bulky waste will be placed in a series of six lifts, each 10 feet deep. A 6-inch depth of cover will be placed weekly on the waste.

During the life of the site, the permanent groundwater wells will be monitored annually for those parameters indicative of bulky waste and quarterly for specific conductance.

Closure and Post-Closure

Proposed grades for the closure are not flatter than 4% and no steeper than 3 horizontal to 1 vertical. A two foot layer of final cover will be installed upon the waste. This layer will be composed of 21 inches of fine material and 3 inches of topsoil. Topsoil will be limed, fertilized, seeded, and mulched. Final surface drainage will be a ditch system draining to the outlet which presently serves the site.

Groundwater will be monitored in the post-closure period following the same program used during the life of this disposal area. In addition, the closed site will be periodically inspected to monitor the integrity of the cover and the functioning of the drainage system.

Miscellaneous

The volume available for the deposition of waste at this site is about 245,000 cubic yards. Estimated closing costs, based on 1982 prices, are \$67,750.

WATERBURY LANDFILL ASSOCIATES
Waterbury, Connecticut

OPERATION AND MANAGEMENT PLAN
FOR
DISPOSAL OF BULKY WASTE
AT THE
WATERBURY LANDFILL ASSOCIATES DISPOSAL AREA
Waterbury, Connecticut

1. PURPOSE

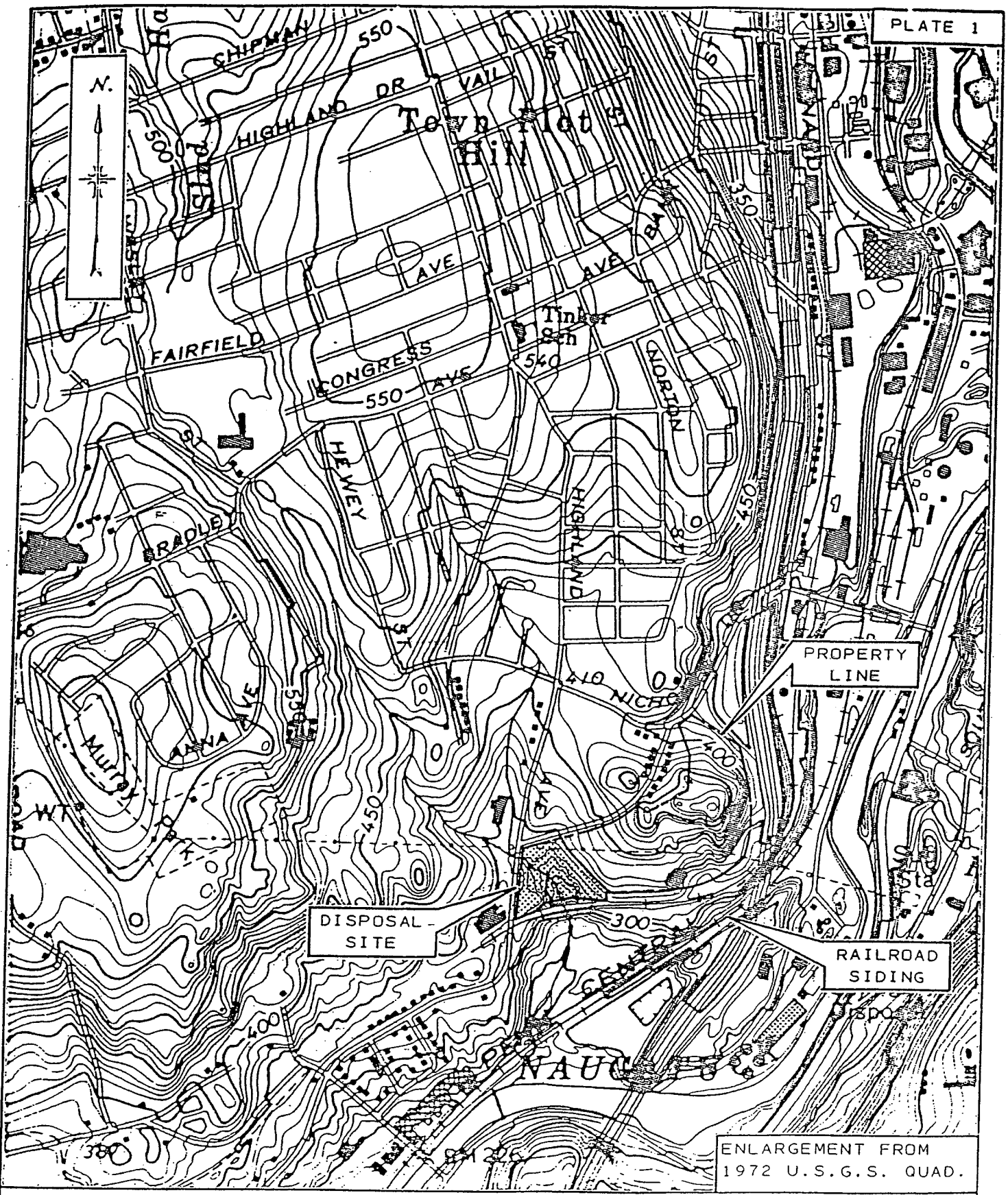
The purpose of this Operation and Management Plan (the Plan) is to describe the engineering studies performed and to provide those engineering recommendations concerning site improvements, operational and management procedures, closure requirements, and other pertinent subjects which are required for Waterbury Landfill Associates (WLA) to obtain a Permit from the Solid Waste Management Section (SWM) of the Department of Environmental Protection (DEP) to construct and operate a bulky waste facility under Section 19-524b(c) of the State General Statutes.

The Plan is written with the intent of obtaining a conditional permit in the near future to dispose of waste in a specific uphill section of the site, thus allowing WLA to begin operations. In the spring, when annual groundwater can be measured, the Plan will be modified, if necessary, predicated on those measurements to obtain a final Permit to dispose of bulky waste on the entire site. The fully executed Application for Permit is included in Appendix A.

The Plan has been prepared in accordance with the current SWM guideline entitled "Engineering Guidelines for New Bulky Waste Disposal Areas, July 1980".

As a matter of record, the land discussed herein was, at one time, intended for use by the City of Waterbury as a solid waste disposal area and DEP had issued a Permit for this use; DEP revoked this Permit in 1980.

The general location of the site and the entire WLA property is within the City of Waterbury as shown on Plate 1, entitled "Location Plan", following.



ENLARGEMENT FROM 1972 U.S.G.S. QUAD.

WATERBURY LANDFILL ASSOCIATES

DISPOSAL AREA
LOCATION PLAN

SCALE: 1" = 1000'

ROALD HAESTAD, INC.

JANUARY 1983

II. EXISTING CONDITIONS

A. Disposal Site

The disposal site is located in the south-central portion of Waterbury, specifically in a hollow to the southeast of the intersection of Highland Avenue and Highview Street. The site is on the westerly portion of a 28 acre parcel of land owned by WLA. The portion of this property to be used for disposal purposes is about 6.2 acres.

With regard to prior use, the land has been vacant for many years, which is to be expected due to the steepness of the terrain and a brook which, at one time, traversed the site. Dumping of blasted rock has occurred as evidenced by the mound located in the southwest corner of the site.

With regard to groundwater quality, DEP has proposed the groundwater under the site be classified as GB. There are no wetlands on the site; the site is not located in a flood plain.

In the early 1970's certain improvements were made in and adjacent to the site by the City of Waterbury in anticipation of using this area for waste disposal. The primary improvement made was the diversion of the unnamed brook which flows southeasterly from the hillside to Highland Avenue at a point about 150 feet south of Highview Street. This brook was diverted into a 72-inch pipe flowing southerly in Highland Avenue and southeasterly across City

property to the existing culvert under the main line of the railroad some 300 feet north of the Naugatuck River. This diversion, therefore, removed the major surface flow from the site. The location of the brook prior to diversion can be seen on Plate 1.

To remove other surface flows into the site, cut-off ditches were built along the east hillside to intercept drainage from the east and direct it to around the site to the above-noted 72-inch diversion pipe; a drainage system was built in Highview Street to intercept surface flows from the north. Other improvements included fencing of the site and the installation of a prefabricated metal shed for operational purposes. Two fire hydrants served by a 12" main abut the site on the Highland Avenue side for fire protection. Details of these existing conditions may be seen on Figure 1, entitled "Existing Site Conditions", found at the back of this Plan.

B. Surrounding Area

As stated above, the site is located in a hollow. A review of Plate 1 and Figure 1 will show that the site is bound to the east and north by rising, wooded land. To the west are two commercial establishments on the west side of Highland Avenue and an existing line of trees along the east side of that street to serve as a visual buffer. To the south is a railroad siding built on an embankment. The embankment is heavily wooded, thus serving as a visual screen for the areas to the south of the disposal area. In addition, the land directly to the south of this embankment is owned by the City of Waterbury, which intends to develop said area into a disposal area for incinerator ash.

As previously stated, the unnamed brook flowing southeast into the site has been diverted around the site. The size of the drainage area tributary to the culvert under Highland Avenue about 150 feet south of Highview Street is approximately 350 acres. This is the drainage area which was formerly tributary to the disposal site but now has been rerouted around the site.

With regard to utilities, there are public sanitary sewers in Highland Avenue; there are no sewers in Highview Street, as this section of the street is not developed. With regard to public water supply, there is an existing 12-inch main in Highland Avenue and a 6-inch main in Highview Street. There are two adjacent fire hydrants, one each at the northwest and southwest corners of the site. With regard to gas, there is a 10-inch gas main in both Highland Avenue and Highview Street.

There are no known wells used for water supply downgradient of the proposed site. The site is not located on an ~~a~~quifer or in a watershed used for drinking water supply.

There are no known unusual or unique natural features or archaeological or historic resources related to the site. ✓

III. SOIL/GROUNDWATER STUDIES

A. Soil/Bedrock

Various test pits were dug at the site to determine types of soil present, depth to bedrock, and groundwater elevation. To illustrate the findings, two cross-sections have been drawn through the site, one in a north/south direction, the second in an east/west direction; location of these test pits and the cross-sections are shown on Figures 2 and 3 respectively, to be found at the back of this Plan.

Also of note is the recent construction of the sanitary sewer in Highland Avenue along the full length of the westerly boundary of the site. The sewer was constructed by the City of Waterbury in the fall of 1982. The average trench depth was 7 feet north of the 72-inch diversion and about 9 feet south of that diversion. According to City personnel, no bedrock was encountered, although several large boulders had to be removed from the trench. The soil found in the trench was a silty sand; the City has judged this soil to be suitable for compaction and therefore was used as trench backfill. Groundwater was encountered to a small extent in the trench north (uphill) of the 72-inch diversion, but did not impede the construction process.

Based on the data available, the soils on the site may be described as glacial till, that is, soils which vary in texture and gradation in different areas of the site and which sometimes contain large boulders. As to be expected, the coarser soils are found on hill sides while the finer soils are in the lower portions of the site.

Appendix B is a memo recording the findings during the actual test pit work and a tabulation for each test pit of the ground surface elevation, bedrock elevation, and groundwater elevation for each pit.

Review of Section A-A, the north/south section, indicates that filling has occurred in the past in two localized areas. The first area is from just south of Highview Street southerly to just south of the existing shed. This fill was probably placed as part of the improvements constructed in the early 1970's. The second area of filling is at the very bottom of the hollow at the embankment. Here the original ground was some 12 feet below the present surface. Material found in the upper portion of Test Pit No. 3, at the embankment, is very fine material, indicating sediments from upgradient or possibly the deposition of street sweepings in former times.

B. Groundwater

1. Present Level

The level of groundwater as measured on December 27, 1982, is shown on the cross-sections and Appendix B. It is to be noted that the groundwater was found considerably below the surface, except in the area of Test Pits 6 and 7. Also, the point of origin of surface flow in the valley of the former brook on the west side of the site was field located and is shown on Figure 2. This surface flow disappears into the ground just uphill (northwest) of the flat bottom of the hollow.

2. Estimated Annual High Level

The data noted above indicates that present groundwater levels on the hillside on the easterly portion of the site and on the lesser slopes of the northerly half of the site are 8 feet or more below the present surface. It is also noted that these soils are generally the coarser soils on the site. Note that the water levels in Wells 3 and 4 were 8 feet down, even though they are at the bottom of the hollow. Therefore, it is reasonable to presume the annual high groundwater will not rise to within 2 feet of the present surface in the above areas.

In the lower, southerly portion of the site, groundwater is near the surface at Piezometer No. 5. This condition is probably caused by the relatively shallow bedrock found in Test Pits 6 and 7 and the fine organic material found when Piezometer No. 5 was installed.

3. Background Water Quality

A sample of groundwater was obtained from Piezometers 2 and 5. The parameters tested were those parameters which would be indicative of bulky waste and those parameters which would indicate the residue from a metal finishing or similar operation. The detailed results of this testing are shown in Appendix C.

The parameters used to indicate bulky wastes are:

pH	Ammonia
Specific Conductance	Nitrate
Total Dissolved Solids	BOD ₅
Suspended Solids	COD
Alkalinity (CaCO ₃)	Iron
Chloride	Manganese

The test values from the analysis of the site groundwater fall within the range of values which may be found in "natural" surface or groundwater, with the exception of ammonia. The higher values of ammonia are probably due to the brush and leaves which accumulate annually in the lower portions of the site.

The parameters used to indicate a metal finishing operation are cyanide, cadmium, lead, copper, nickel, zinc, and phenols. Test values are zero or only trace amounts.

Recommendations for future groundwater quality monitoring will be addressed in a later section of this Plan.

4. Future Leachate Plume

a. Estimated Extent of Plume

Bulky waste will produce a leachate that can contaminate surface and groundwater. This leachate is considerably less chemically potent in nature than leachate produced by solid or mixed municipal waste. The primary contaminants resulting from bulky waste are heavy metals; only small amounts of bacteria should be produced as leaves, brush, and wood are the only materials susceptible to decomposition.

The leachate from the site will, over time, move into the groundwater and travel downgradient with that water, thus forming a "plume". This plume would contain contaminants generated by bulky waste. Based on the present state of the engineering art, it is not possible to estimate at what point in time nor at what location these contaminants are no longer contaminants and the groundwater regains drinking water quality.

Therefore, in estimating the geographical extent of the plume, the most conservative approach must be taken.

For this particular study, it is estimated that plume will extend downgradient from the site, following the movement of existing groundwater, which, in turn, will follow the slope of the existing land. It is noted that the low area of the site under study is very narrow in width in the east/west direction. This topographic feature will tend to concentrate leachate from the waste into a narrow band. It is therefore estimated that the plume downgradient of the site will also be a narrow band, following, more or less, the direction of the existing downgradient swale. To maintain the

conservative approach, it is also possible that the plume could extend downgradient some 1,500 feet to the Naugatuck River.

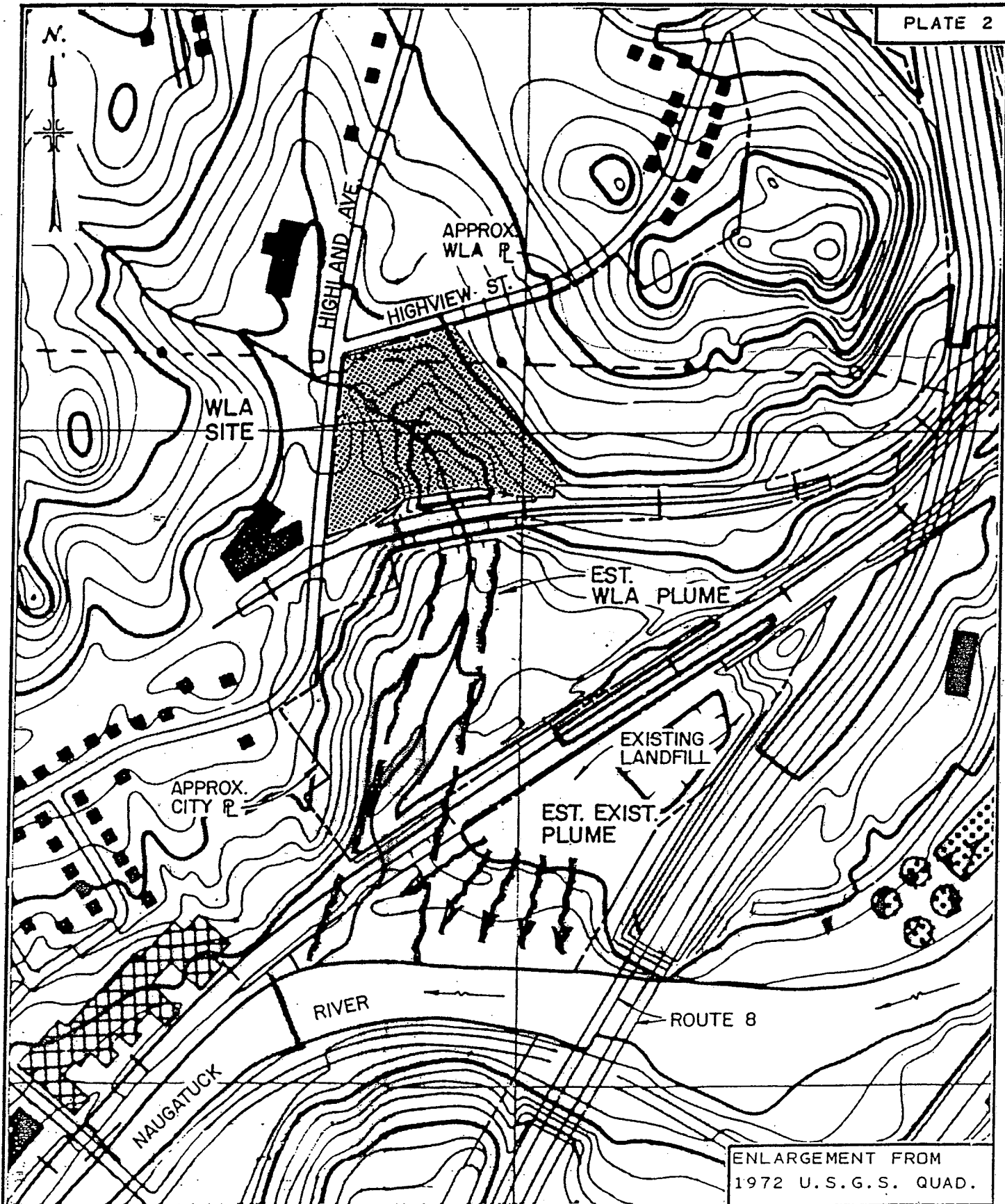
The plume described above is shown on Plate 2, following.

b. Impact of Plume

As previously noted, the land downgradient of the site is owned by the City of Waterbury; further, it is understood that the City intends to develop this land as a disposal area for incinerator ash from their proposed "waste to energy" project. Also as previously stated, there are no downgradient wells for water supply in that the City water system provides this service to the areas abutting the land under discussion. In addition, the groundwater under the site and downgradient thereof to the Naugatuck River is not considered as a potential drinking water supply.

It is also noted that an existing City landfill is located between the main line railroad and Route 8 and abuts the Naugatuck River. This landfill was used in past years for the deposition of ash from the City's former solid waste incinerator. As in any landfill, a leachate is produced and travels downgradient from that landfill. Based on the location of this landfill, the plume generated nearby probably goes directly to the Naugatuck River, as shown on Figure 2, following. It is possible that the plume created in the future by the WLA site would intersect and overlap the existing plume from the City landfill, presuming that the WLA site plume does, in fact, reach the Naugatuck River.

With regard to the Naugatuck River itself, the DEP, in conjunction with the United States Geological Survey, prepared



ENLARGEMENT FROM
1972 U.S.G.S. QUAD.

WATERBURY LANDFILL ASSOCIATES
 DISPOSAL AREA
 ESTIMATED PLUME
 SCALE: 1" = 400'

study of water quality in the Naugatuck River. This study was prepared in the mid 1970's and is entitled "Water Resources Inventory of Connecticut, Part 5, Lower Housatonic River Basin". The study concluded that the Naugatuck River and its adjacent aquifer from Waterbury southerly to its confluence with the Housatonic River, were already contaminated with heavy metals.

It is therefore concluded that any leachate produced by the site under study and which might reach the Naugatuck River, will have a minimal impact on the quality of groundwater downgradient from that site and on the quality of the water in the Naugatuck River.

IV. SITE PREPARATION

The various site improvements recommended and described below are shown on Figure 4 at the back of this Plan. The Outline Specifications for this work may be found in Appendix D. WLA intends to complete all required site improvements by April of 1983.

A. Waste/Groundwater Separation

DEP requires that a minimum of two foot vertical separation be provided between the bottom of waste and the annual high groundwater level or bedrock. As stated above, it is estimated that annual high groundwater will be more than two feet below the existing ground surface in all portions of the site except in the lower, southerly portion. Therefore, it is recommended that 2 feet of free draining gravel blanket be placed in the bed of the former brook and in the area of Piezometer No. 5. In addition, the existing rock outcropping along the east face of the site should be covered with a minimum of 2 feet of well draining gravel.

Groundwater elevation will be monitored through the spring of 1983. Based on these readings, the above recommendations will be revised and modified as necessary.

DEP also requires that there be no surface or point discharge of future leachate from the downgradient portion of the site. Therefore, it is recommended that the existing 18-inch concrete pipe, which connects the existing manhole/catch basin to the upstream end of the stone culvert be plugged and that a means to intercept and diffuse leachate over a broad area be provided. Interception and diffusion of the leachate can be accomplished by digging a trench along the northerly toe and parallel to the embankment and backfilling

with free draining gravel. The trench should be an "L" shape totaling 100 feet in length and deep enough to reach the underlying native soils. The plugging of the 18-inch pipe may be accomplished by a brick and mortar bulkhead 12 inches thick.

The existing manhole/catch basin is constructed of 4 foot inside diameter precast concrete manhole risers. Observation of the inside surfaces reveals no staining or other evidence of leakage through the joints. It is therefore concluded that the structure is generally watertight and thus will prevent groundwater and leachate from draining into the manhole.

B. Groundwater Monitoring Wells

Two permanent groundwater wells are proposed for monitoring quality during the life of the site and after closure. Location of these wells is shown on Figure 4. Well A is located near the northwesterly corner of the site so that upgradient water quality may be tested. The second well, Well B, is located near the embankment so that downgradient quality may be monitored. It is noted that, as waste is deposited in the area of Well B, the 2-inch PVC well and its steel casing with locked cap should be extended upward periodically to maintain access.

It is recommended that these wells be soil wells with bottom of the screen near bedrock. Details of these wells, including estimated depths, may be found in Appendices D and E.

After the wells are installed, field surveys should be done to determine elevation (U.S.G.S. datum) of the top of each cap. This information is necessary for the future monitoring of groundwater elevation. Each time Well B is extended upward in the future, the length of the steel casing extension must be measured accurately so that the new elevation of the top of the cap may be determined.

C. Other Improvements

Other preparations required are to clean out all existing perimeter ditches and regrade as necessary to insure that drainage will reach Highview Street and the existing 24-inch outlet on the east side of Highland Avenue. It is noted that these existing ditches, in conjunction with street drainage, intercept almost all uphill flows.

In order to facilitate future operations, it is recommended that the existing shed be moved to the fence along Highview Avenue and just west of the existing gate. The fill upon which this shed was constructed can then be removed down to the elevation indicated so that this area may be used as the first area for waste deposition. The shed would then be equipped with electric and telephone services.

Permanent markers in the form of telephone poles sunk 4 feet into the ground and extending 3 feet above the ground should be installed to indicate the limits of waste deposition; a total of 4 markers are recommended. ✓

The existing vegetation on the railroad embankment and along the east side of Highland Avenue will be maintained in order to serve as a visual buffer between adjacent areas and the site. A line of evergreen trees will be planted along Highview Street and similar trees along Highland Avenue to augment the growth already there. Recommended species which are fast growing, full body types are Eastern Hemlock (*Tsuga canadensis*) and Eastern White Pine (*Pinus strobus*).

V. OPERATION AND MANAGEMENT

A. Waste Types and Source

Type of waste to be accepted at the site is so-called bulky waste; bulky waste is defined as waste resulting from building demolition, brush, stumps, leaves, tires, rubble, and white goods.

The sources of the waste in geographical terms will be from the City of Waterbury and surrounding towns. It is expected that the great majority of the waste will be material from structure demolition or pavement removal hauled to the site by private haulers.

- Wastes which are excluded from the site are solid wastes (garbage), incinerator ash, wastes such as metal hydroxides, and chemical wastes.

B. Access/Sequence of Filling

Access to the site will probably be via South Leonard Street, Nichols Drive, and Highland Avenue. This route is not only convenient for haulers, but also has few residential properties abutting. Access into the site is through the existing chain link gate on Highview Street. Access within the site is via a bituminous road which runs from the gate southerly about 300 feet.

With regard to sequence of filling, it is proposed to deposit waste first in the uphill portion of the site. This lift is identified as Lift 1A. As previously stated, WLA is requesting that DEP issue, at their earliest convenience, a conditional permit so that WLA may begin operations. Lift 1A and all subsequent lifts are shown on Figures 5 and 6.

After annual high groundwater has been determined and site preparation requirements are finalized, the next lifts are Lifts 1 through 3. In summary, it is proposed to begin filling against the embankment at the south end of the site to a depth of 10 feet and building this layer northerly until the lower portion of the site is filled in. The top surface of the lift must be pitched such that the surface water will flow southerly toward the embankment and, at that point, diffuse through the waste into the ground. Lifts 2 and 3 would be deposited in the same manner, working from south to north. Upon completion of these three lifts, top of the waste at the embankment will be about elevation 320 and will rise slightly to the north. This sequence of lifts is shown on Figure 5.

For the next sequence of lifts, 4 through 6, it is proposed that each lift be started at the hillside to the east and built to the west. The top surface of each lift should be sloped slightly to the

west to take advantage of the existing 24-inch drainage outlet at Highland Avenue. As Lift 4 is completed and Lift 5 begun, a bench at the proper elevation for the future cutoff ditch along the south slope of the final fill must be built. This ditch will flow westerly to the existing drainage outlet. This sequence of lifts is shown on Figure 6.

Lift 7 is the final lift.

The working face on each lift should be kept at a 3 - 4 horizontal to 1 vertical slope for ease of operations and to maximize compaction of waste deposited thereon. Maximum depth of waste spread on the working face should not exceed 5 feet. The cell construction method of deposition of waste is not required. ✓

*will use
area method*

C. Operation

WLA will designate one of its employees as daily operator of the landfill. At such time as DEP provides its next course of instruction for landfill operators, WLA will send this individual to the course in order to obtain certification.

It is anticipated that the disposal area will be open Monday through Friday from 8:00 a.m. to 3:00 p.m. These hours may be changed based on the demand for the area or special arrangements WLA might make in the future with specific hauling contractors.

Cover will be placed weekly on the open face of the waste. *Daily Compaction* ✓
Depth of cover should be 6 inches and be a fine material as defined in Appendix D, Outline Specifications. The cover material itself will be obtained from the WLA bank at the 109 Nichols Avenue location ✓ discussed below. A certain amount of material suitable as cover is already on the site and will be stockpiled and used during the initial stages of the operation.

With regard to dust and litter, it is noted that bulky wastes do not generate large amounts of this type of nuisance. It is also noted that winds in this part of the country are generally from the west or north. Winds from these directions would therefore tend to concentrate dust and litter in the low portions of the site, thereby minimizing nuisance to the public.

Vectors which may be of concern during the life of the landfill are basically rodents. Periodic inspection for the burrows created by rodents must be made during the life of the landfill.

With regard to equipment, WLA intends to use an International 250 tracked loader to spread and compact the waste. This machine

will be stored in the shed at the site. It is noted that office and maintenance garage of the firm of Bart LoRusso and Sons, Inc., general contractors, is located at 109 Nichols Drive, some 0.4 of a mile northeast of the site. The principals of this firm and WLA are the same; therefore, WLA intends to use the Nichols Drive facilities for maintenance of equipment and for providing other types of equipment needed for proper operation at the site.

No special recommendations are necessary for wet weather or snow conditions. The existing paved access road may be plowed as necessary during the winter. As stated above, the majority of the flows from abutting areas have been already rerouted around the site, thus minimizing surface water entering the site. Finally, demolition material, by its very nature, will be useful in stabilizing any soil that becomes saturated or unable to support the weight of equipment.

D. Groundwater Quality Monitoring

During the life of the site, it is proposed to monitor groundwater quality as follows:

1. In July of 1983, Wells A and B shall be tested for the full range of parameters as follows:

pH	Ammonia
Specific Conductance	Nitrate
Total Dissolved Solids	BOD ₅
Suspended Solids	COD
Alkalinity (CaCO ₃)	Iron
Chloride	Manganese

2. Assuming the July test results do not disclose anything out of the ordinary, the wells shall be tested quarterly in October, January, and April for specific conductance only.

3. The full range of tests would then be performed in July of 1984. The above parameters would be followed in subsequent years unless test results showed significant change from previous results. Copies of all test results will be provided to SWM, DEP. Any change in the testing program must be approved by DEP.

All testing shall be done to the accuracy required to test for drinking water criteria. Details of the sampling procedure may be found in Appendix E.

Each time a well is sampled, the elevation of the groundwater at that well must be measured and recorded with a copy sent to SWM, DEP.

It is noted that, as waste is deposited in the area of Well B, the 2-inch PVC well and its steel casing with locked cap should be extended upward periodically to maintain access to the well. The length of each extension of the steel casing must be accurately measured so that the new elevation of the top of cap may be determined.

E. Miscellaneous

As stated above, the existing shed shall be located next to the gate on Highview Street. The shed will be furnished with telephone and electric service, toilet facilities, as well as first aid equipment.

With regard to fire protection, two hydrants are located on the west side of the site. The longest run of hose required to reach a fire on the site is approximately 500 to 600 feet.

Site security is provided by the existing 7 foot high chain link fence, which is in good condition. This fence isolates the site along the Highland Avenue and Highview Street sides and runs southerly from Highview Street along the east side of the site approximately 300 feet. This fence will serve to keep four wheel vehicles out of the site. The gate on Highview Street will be locked when the site is not in operation.

With regard to future use of the land, the most likely use is for development into light industrial or commercial uses, which generate lighter foundation loads. This use would be in keeping with the present land use along Highland Avenue and current zoning. An alternate use might be for a park; however, it does not appear the surrounding neighborhood needs such a facility at this point in time.

VI. CLOSURE

A. Grading/Surface Drainage

The final grading plan for the disposal area is shown on Figure 7. There are no slopes in excess of 3 horizontal to 1 vertical nor less than 4%. The contours shown on Figure 7 reflect the finished surface, which includes the 2 foot layer of final cover and topsoil. Actual area to be ultimately covered by waste is about 5.9 acres.

Final drainage requirements are a swale along the east side of Highview Street to carry surface waters westerly to a perimeter ditch along the east side of Highland Avenue. This ditch outlets to the existing 24-inch opening into the existing 72-inch diversion.

B. Final Cover/Vegetation

The final cover on the waste will comprise 21 inches of cover material plus 3 inches (compacted) of topsoil. The 21 inch layer shall be material as described in the Outline Specifications in Appendix D.

The vegetative cover recommended is the seed mix defined in the Outline Specifications, Appendix D. No special treatment such as crownvetch is required because of the gentle slopes of the final surface.

C. Miscellaneous

1. Groundwater Monitoring

The groundwater monitoring should be continued until it is judged that the wastes have sufficiently stabilized or the downgradient conditions which may develop over the life of the site render such monitoring unnecessary. The downgradient conditions referred to are the development of the area south of the embankment as a landfill by the City of Waterbury.

The parameters to be tested for and the schedule of testing is the same as previously stated under Section V.D, Groundwater Quality Monitoring. Also as stated in that Section, quarterly and annual reports of test results must be furnished to DEP.

2. Methane Gas

In that very little methane gas is generated by bulky waste, no special provisions should be required for final closure. Any such gas that is generated will probably vent itself naturally.

VII. POST-CLOSURE

A. Groundwater Quality Monitoring

The program defined previously in this Plan is recommended to be continued after closure unless, with DEP approval, otherwise modified.

B. Periodic Inspection

A general inspection of the closed site should be performed twice a year, once in the spring to identify problems which may have been created by cold weather and once in late fall to identify problems caused by surface runoff. A detailed record of each inspection should be kept and a copy sent to DEP. Various specifics to inspect or monitor are as follows:

1. Settlement/Erosion

The disposal area should be completely walked to ascertain whether decomposition of the waste has created ponding areas; such ponding areas should be filled and regarded to minimize leachate production. Any areas found eroded or without adequate vegetative cover should be repaired.

2. Surface Drainage

It is most important to insure that the ditching along Highland Avenue and Highview Street is kept cleared of debris, bushes, and young trees. The outlet of this ditch system, the 24-inch opening at Highland Avenue, should be kept clean and free of debris. The catch basins in Highland Avenue at the 72-inch diversion pipe should be inspected for proper operation.

The 18-inch pipe taking water from the easterly side slope ditch at Highview Street should be inspected and the headwall kept free of debris, bushes, and young trees.

3. Vectors

The disposal area should be inspected for the presence of rodents, as indicated by burrows. If such are evident, a program to eliminate the rodents should be instituted.

VIII. AVAILABLE VOLUME

As previously stated, the final contours of the disposal area are shown on Figure 7. The gross volume represented by these contours is 264,000 cubic yards (c.y.). From this figure must be deducted about 19,000 c.y., which represents the final 2 feet of cover. The volume thus available for actual deposition of waste is an estimated 245,000 c.y.

IX. IMPLEMENTATION

A. Schedule

Tabulated below is an estimated schedule from the time of Application for Permit by WLA to the point in time when the actual Permit is issued. The life of the site has not been estimated because the economic conditions which create the demand for the site are too variable.

1/10/83 - This Plan and Application for Permit hand-delivered to DEP.

2/7/83 - DEP issues approval to deposit waste in the northerly portion of the site, as shown on the Lift Plan.

5/30/83 - WLA completes monitoring of groundwater and submits final plan of site improvements to DEP.

6/30/83 - DEP issues final Permit.

B. Estimated Costs

The estimated costs listed below are based on prices current in 1982; details of each estimate may be found in Appendix

F. The estimated costs are as follows:

1. Site Preparation: \$10,530.
2. Annual Groundwater Quality Monitoring: \$270 for testing laboratory cost and 36 manhours.
3. Closure: \$67,750.
4. Post-Closure: No estimate of the cost of periodic inspection and resulting maintenance has been made. Estimated annual cost of groundwater quality monitoring after closure is as in Item 2, above.

C. Permits/Easements

Based on recent discussions with DEP, it is understood that only one permit from DEP is required; this permit is to operate the site and is issued by the SWM Section of DEP. We understand that a Discharge Permit under State General Statute 25-54(i) is not required. With regard to Inland Wetlands (I/W), the City of Waterbury does not have a constituted I/W Commission and therefore the Water Resources Unit of DEP has jurisdiction. We understand that the Water Resources Unit has made an inspection of the site and determined that there are no wetlands or watercourses at the site and therefore an I/W permit from DEP is not required. Correspondence relating to the above may be found in Appendix G.

With regard to City approvals, only one approval is required in accordance with the City's Zoning Ordinance, which is effective as of July 1, 1982. This Ordinance states that a permit must be obtained from the City Engineer. Because of the activities proposed adjacent to the railroad embankment on the south side of the site, coordination will be required with the owner of that land.

APPENDIX A

APPLICATION FOR PERMI
UNDER SECTION 19-524 B



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OFFICE BUILDING HARTFORD, CONNECTICUT 06115



APPLICATION FOR PERMIT(S) FOR CONSTRUCTING AND OPERATION OF A SOLID WASTE FACILITY UNDER SECTION 19-524b(c) OF THE GENERAL STATUTES

Date December 29, 1982

STATE OF CONNECTICUT
Department of Environmental Protection
Solid Waste Management Program
State Office Building
Hartford, Connecticut 06115

To The Commissioner of Environmental Protection:

The Waterbury Landfill Associates in Waterbury
Name of Operator/Owner City/Town

State of Connecticut herewith make application to the Commissioner for permit(s) to construct and operate a solid waste facility. In support of the application of the following information is submitted:

SECTION I

1. This application pertains to a (check the appropriate facility, if other, explain):

Section A:

- Private Solid Waste Disposal Area
- Private Regional Solid Waste Disposal Area
- Municipal Solid Waste Disposal Area (serves one municipality)
- Municipal Regional Solid Waste Disposal Area (serves two or more municipalities)
- Other

Section B:

- Private Bulky Waste Disposal Area
- Private Regional Bulky Waste Disposal Area
- Municipal Bulky Waste Disposal Area (serves one municipality)
- Municipal Regional Bulky Waste Disposal Area (serves two or more municipalities)
- Other

Section C:

- Regional Transfer Station (serves two or more municipalities)
- Municipal Transfer Station (serves one municipality)
- Private Transfer Station (serves one or more municipalities)

Section D:

- Regional Resource Recovery Plant (serves two or more municipalities)
- Municipal Resource Recovery Plant (serves one municipality)
- Private Resource Recovery Plant (serves one or more municipality)

Section E:

Other (Be specific, e.g. shredder, incinerator, baler, etc.)

2. These questions apply if your facility falls into Sections A or B above.

Bulky
A. If you are applying for a Solid Waste Disposal Area Permit, this application is for (check one)

- A new site (no previous permit);
- a vertical expansion of an existing site;
- a horizontal expansion of an existing site.

B. If this application is for expansion of an existing facility, what additional acreage and/or volume is being applied for?

6.2 acres, 245,000 cy
acreage and/or cubic yds.

C. Does the existing facility have a valid Solid Waste Permit? yes/no

3. A. If you are applying for a Volume Reduction Plant or Transfer Station Permit, will this be a new or modified facility? (circle one)

B. If you are modifying an existing facility, does this facility have a valid Solid Waste Permit?

yes/no

If yes, give Permit No. _____ and date of issuance _____.

4. Location of facility: Attach a survey and map certifying the location of the property on which this facility is or will be located (certified Deed Survey is adequate). See 5, below.

5. Attach a list of materials being submitted in support of this application in accordance with applicable guidelines. (e.g. maps, plans, diagrams, operational plans and details, specifications, operational and maintenance manuals, etc.) Note: Three copies of all supportive material are required to complete an application package.

A report entitled "Operation and Management Plan for Disposal of Bulky Waste at the Waterbury Landfill Associates Disposal Area, Waterbury, Connecticut January 1983".

6. Supportive materials were prepared by Roald Haestad, Inc.
Name of Professional Engineer registered
of 37 Brookside Road, Waterbury, Connecticut 0670
in Connecticut Address

7. Prime contact for engineer/applicant. (Name and phone number)

George C. Sinclair - #(203) 753-9800 ←

8. A. Does this facility require any additional DEP Approvals or Permits?

No
yes/no

B. If yes, attach an explanation of the nature and present status of all other required DEP permits.

✓ 9. If this project involves a designated wetland, have all applicable wetland permits been obtained? No wetlands involved. OK
yes/no

10. If water quality monitoring points (ground and surface) exist at this site, does this application include all data collected to date at these points? yes
yes/no

11. Does this facility comply with the State Solid Waste Management Plan?
yes
yes/no

SECTION II (Attach extra sheets when necessary)

- If owner is municipality, go directly to Section III -

1. Are you prepared to post a performance bond or other security sufficient to assure compliance with any permits, certificates, or approvals granted to you through this application? Yes
yes/no

2. A. Are you as the applicant for this facility, an individual,
X partner, corporation, other? (Check one)

B. If you are an individual, give your full name and address.

C. (1) If you are a partnership, give the names and addresses of all partners. (Attach separate sheet if necessary)

- * Bartholomew LoRusso, 185 Macauley Avenue, Waterbury, CT
- * Vincent LoRusso, 26 Rena Lane, Waterbury, CT
- Bart LoRusso, 42 Rena Lane, Waterbury, CT
- D/B/A Waterbury Landfill Associates as operator

- (2) If you are a limited partnership under Section 34-9, et seq. Connecticut General Statutes, give the names and addresses of all general partners: (Attach separate sheet if necessary)
- (3) Have any of the partners (general partners in the case of a limited partnership) ever filed for voluntary bankruptcy?
No If yes, attach an explanation as to who filed, when, where; why
yes/no
- (4) Do any of the partners (general partners in the case of a limited partnership) have a present intention to file for voluntary bankruptcy? No If yes, attach an explanation as to who will file and why.
yes/no
- (5) Have any of the partners (general partners in the case of a limited partnership) ever been placed in receivership? No
yes/no
If yes, attach an explanation of who was so placed, by whom, when, where, and why.
- (6) Have involuntary bankruptcy proceedings ever been instituted against the partnership (limited partnership) or any of its partners (general partners)? No If yes, attach an explanation of who instituted the proceeding, against whom, where, when, why.
yes/no

D. If you are a corporation, give:

- (1) The full name of the corporation.
- (2) The State in which you are incorporated.
- (3) The address of your principal place of business.
- (4) If you are not incorporated in the State of Connecticut, are you registered as a foreign corporation with the Office of the Secretary of State? yes/no
- (5) The name and address of your Agent for Service of Process.

- (6) The names and addresses of corporate officers.
- (7) The names and addresses of all principal shareholders (those holding 10% or more of the total capital stock issued and outstanding as a percent of per value).
- (8) Has the corporation or have any of its officers or principal shareholders ever filed for voluntary bankruptcy? _____ If so, attach an explanation as to who filed, where, yes/no when, and why.
- (9) Does the corporation or do any of its officers or principal shareholders have a present intention to file for voluntary bankruptcy? _____ If so, attach an explanation as to who will file and why. yes/no
- (10) Has the corporation or have any of its officers or principal shareholders ever been placed in receivership? _____ If so, attach an explanation of who was so placed, yes/no by whom, when, where, why.
- (11) Have involuntary bankruptcy proceedings ever been instituted against the corporation or any of its officers or principal shareholders? _____ If so, attach an explanation of who instituted the proceeding, against whom, where, when, why. yes/no

- E. If you are other than an individual, corporation, or partnership, attach a detailed explanation of your identity as an applicant for this facility.

SECTION III

NOTE: This section should be completed by the owner of the facility being applied for.

1. A. What is the nature of your ownership interest in the facility and the land upon which the facility will be located? (Check one)
 X Deed, Lease, Other

(1) If deed, attach a copy of said deed.

(a) Is this deed recorded? Yes (yes or no)

(b) If so, where? (include volume, page)

Waterbury, Volume 1545, Page 072

(c) Attach the names and address of any person or persons having or claiming any interest in said land or facility other than those specified in said deed. Include an explanation of the nature of such interests or claims e.g. mortgage, lien, lease, contract, option, right of way, easement, etc. and attach a copy of all relevant documents setting forth such interests.

(2) If lease, attach a copy of said lease (If the lease is oral, set forth its essential terms including the name and address of lessor).

(a) If the lease is written, does said attached lease represent the entire agreement as between the parties to said lease?
 (yes or no)

(b) Is this lease recorded? (yes or no)

(c) If so, where? (Include volume, page)

(d) If the lease does not contain warranties or other representations of ownership by the lessor, attach a copy of the document by which the lessor asserts the right to lease said land (facility) to you..

(3) If ownership interest is asserted by virtue of something other than a deed or lease, please explain (attach copies of relevant documents).

- B. 1. Who will operate this facility? (Give name and address of certified operator)

[Vincent LoRusso
26 Rena Lane
Waterbury, CT]

mailing
address

2. What is the nature of your business relationship to the operator (if the operator is to be someone other than yourself) e.g. employee, independent contractor, joint venturer, partner, etc. _____
- Attach copies of any written agreements and other relevant documents establishing your business relationship with the operator. If no such written documentation exists, set forth the essential terms of any oral agreements made which evidence the establishment of your business relationship with the operator.

SECTION IV

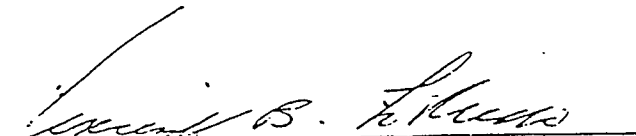
NOTE: This section should be completed by the operator of the facility being applied for.

1. Who is the owner of the subject land (facility)?
Bartholomew LoRusso, Vincent LoRusso and Bart LoRusso D/B/A
Nichols Realty
2. Have you examined this application of Nichols Realty
(Owner's name)
dated December 29 as on file? Yes (yes or no)
3. Are you in complete agreement with the representations made in and application as to the nature of your business relationship as operator for said owner? Yes (yes or no) If not, attach an explanation indicating in which respect you disagree and state your reasons.
4. Attach copies of any written agreements between you and any person other than the owner relating to the operator or proposed operation of said facility. If no such written agreements exist, state terms of any oral agreements between you and such other person relating to the operator of said facility.

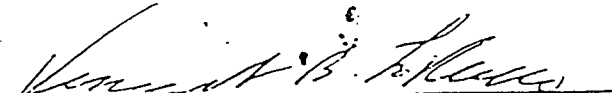
SECTION V

NOTE: Both the owner and operator of this facility must sign this section.

I certify that I have examined the above information and that to the best of my knowledge and belief, it is true and complete. (Signature subjects the owner and operator to provisions of the General Statutes regarding false and misleading statements).



Authorized Signature of Owner
Vincent B. LoRusso



Authorized Signature of Operator

APPENDIX B
TEST PIT DATA

MEMORANDUM

TO: WLA File

DATE: December 30, 1982

FILE NO: 88-001

FROM: Michael J. Turner *mjt*

SHEET 1 OF 8

SUBJECT Test Pit/Piezometer Installation at LoRusso Site

1. Test Pits/Piezometers

On 12/21/82 I directed the digging of test pits and installation of temporary piezometers at the above site. A sketch cross-section of each test pit is shown on Sheets 4 through 6, following. The piezometers were 4-inch perforated PVC. A total of 7 pits were dug and 5 piezometers installed.

2. Field Survey

On 12/22/82, I obtained field survey of the location, ground surface elevation, and top of pipe elevation of each test pit/piezometer. See Field Book 91, pages 1 through 4.

3. Groundwater Elevations

On 12/22/82 and 12/27/82, I measured groundwater elevations in the piezometers. The results are shown on the Table on Sheet 7.

4. Other Observations

a. Manhole/Catch Basin

At the upstream end of the stone culvert under the embankment is a manhole/catch basin. The structure is built of 4-foot diameter concrete manhole risers, each 4' long; the top is a 4-foot diameter C.I. grate. At the bottom is an 18-inch concrete pipe to the south. Invert of the 18-inch is 12.5' down from grate. The manhole walls were dry and no stains were seen, indicating that the joints were tight.

b. South (Downstream) End Stone Culvert

I observed the downstream end of the stone culvert under the railroad. It is a 4'x4' stone culvert with ground sloping up approximately

1' at exit. I could see the 18-inch RCP by looking up the culvert indicating the culvert is not filled. There was standing water on the bottom of the culvert due to slope at the bottom of the exit. The ground downstream from the culvert appeared dry; drainage swales appeared to be in good condition.

c. Hill in Southwest Corner of Site

The mound that appears on our map at the southwest corner of the site appears to be a pile of demolition material, scrap lumber, and shot rock, probably from Connecticut Lumber. There was no evidence of ledge outcrop in the pile and there was a good stand of grass and trees atop the mound.

d. Culvert under Highland Avenue

I observed the bar screened inlet to the culvert which crosses under Highland Avenue some 150' south of Highview Street. The bar screen had an accumulation approximately 18" high x 6" thick of leaves and small sticks blocking the full width of the culvert. A catch basin above the culvert on the east side of Highland Avenue was completely filled with sand, forcing surface water to be channeled past the catch basin to the LoRusso property.

e. LoRusso Test Pits

LoRusso had dug test pits the weekend of December 18, 1982, to determine depth to bedrock. These test pits are located on the top of the slope along the east property line. These pits were left open for our survey. For identification, the pits were labeled A through I, with A being the most northerly pit. See Table, Sheet 8, for

LoRusso Files
Michael J. Turner
Sheet 3 of 8

elevations. The soil appeared to be sandy gravel, depth to bedrock varied from 5.0 to 11.6 feet.

BY MJT DATE 12/30/02

ROALD HAESTAD, INC.

SHEET NO. 4 OF 9

CONSULTING ENGINEERS

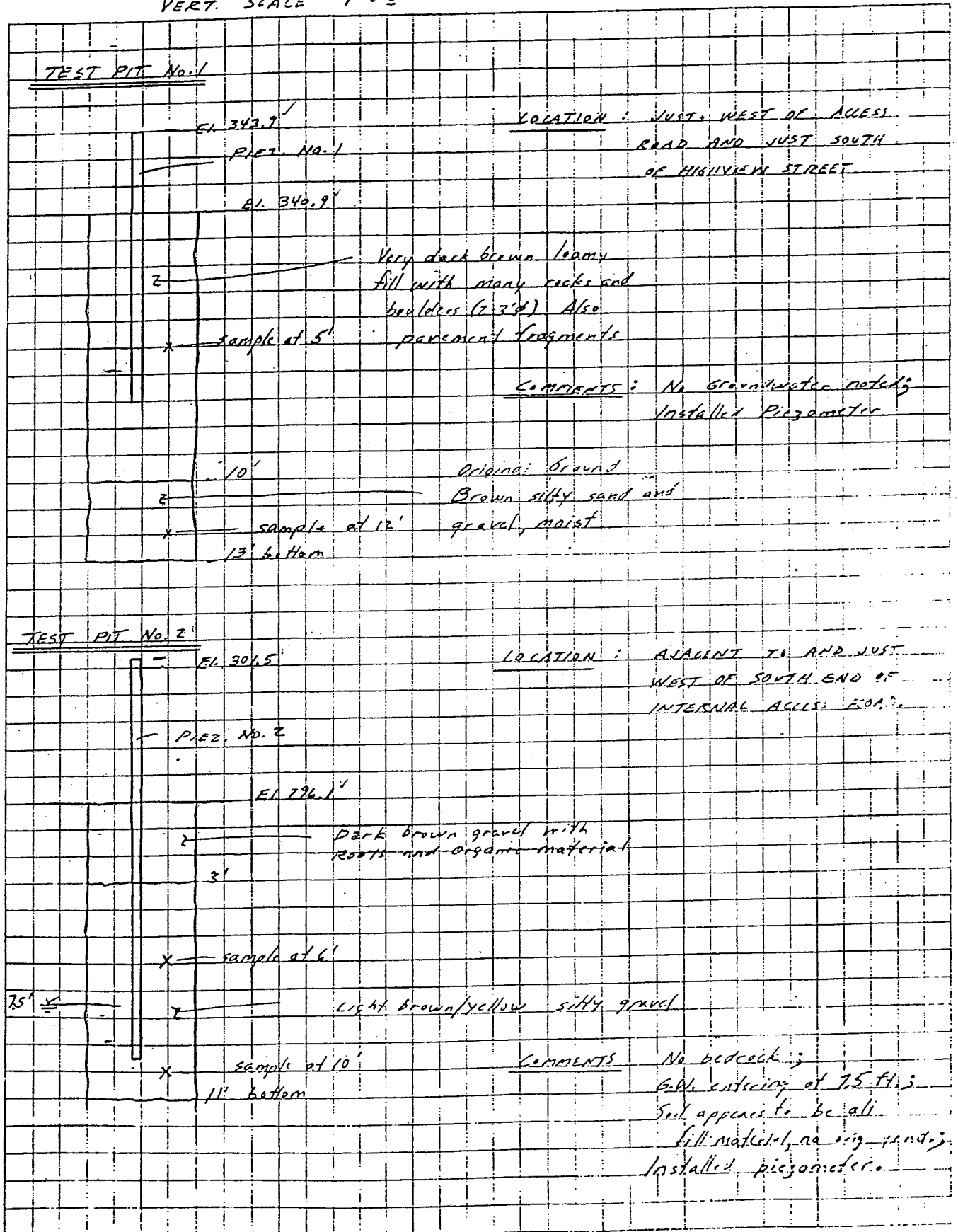
CKD BY JF DATE 1/16/03

37 Brookside Road - Waterbury, Conn. 06708

JOB NO. BB-001

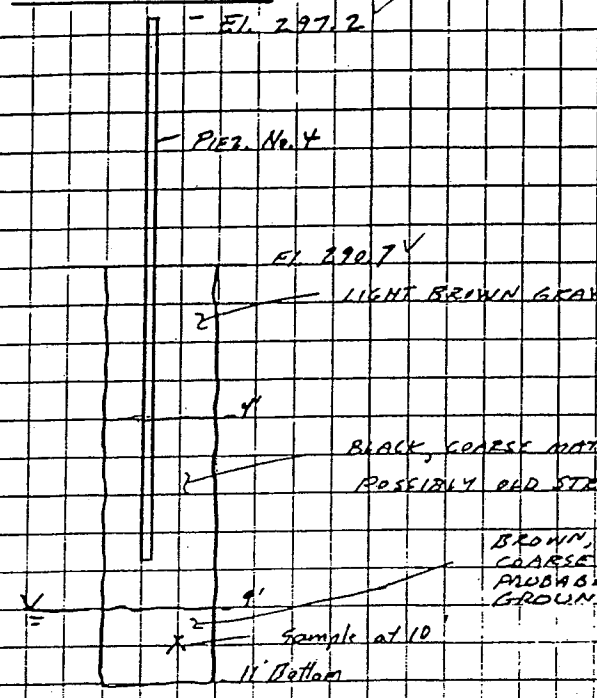
SUBJECT Lo Russo Site; 12/21/02 TEST PIT SECTIONS

VERT. SCALE 1" = 5'



VERT. SCALE 1" = 5'

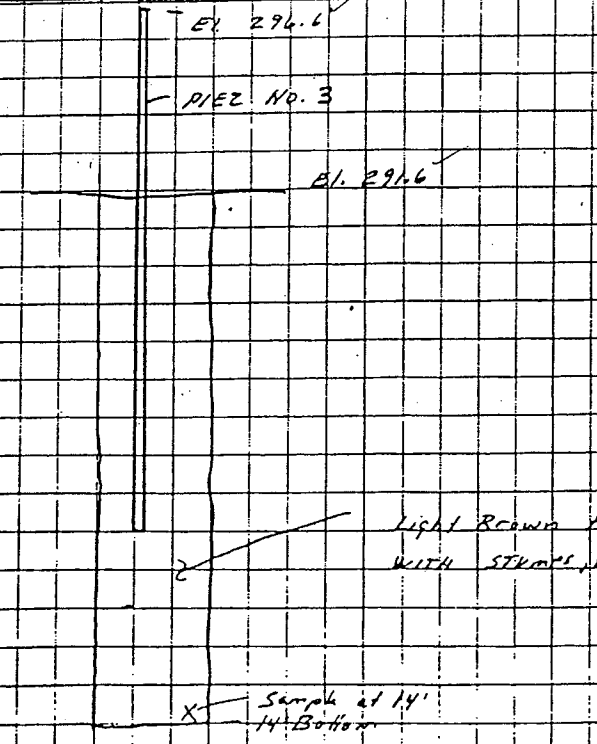
TEST PIT No. 3



LOCATION: 20' NORTH OF CULVERT
UNDER RAILROAD

COMMENTS: GROUNDWATER EMERGING AT 9-10';
INSTALLED PIEZOMETER.

TEST PIT No. 4



LOCATION: APPROX 75' EAST OF
TEST PIT NO. 3 ALONG
TOP SLOPE OF REEMBANKMENT

COMMENTS: NO GROUNDWATER;
NO ORIGINAL GROUND;
INSTALLED PIEZOMETER.

BY MIT DATE 12/22/82

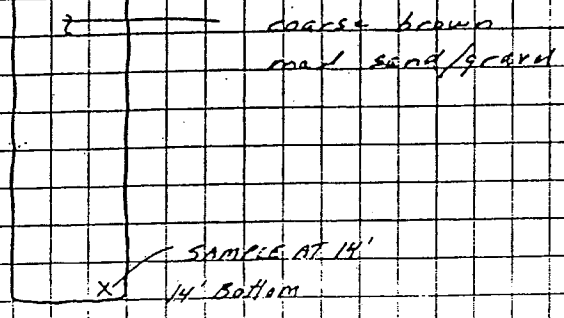
CKD BY CDK DATE 1/2/83

SUBJECT Lo Russo SITE, 12/21/82 TEST PIT SECTIONS

TEST PIT NO. 5

LOCATION: HALF WAY UP SLOPE
ON EAST SIDE OF SITE

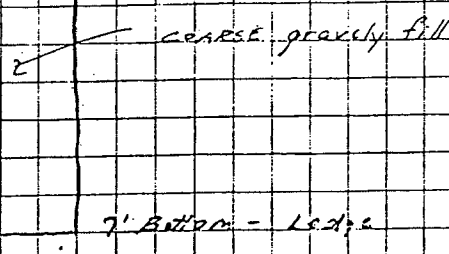
COMMENTS: PURPOSE OF PIT TO FIND DEPTH TO ROCK
NO BEDROCK;
NO GROUNDWATER;
NO PIEZOMETER INSTALLED.



TEST PIT NO. 6

LOCATION: 100' SOUTH OF
STORAGE SHED

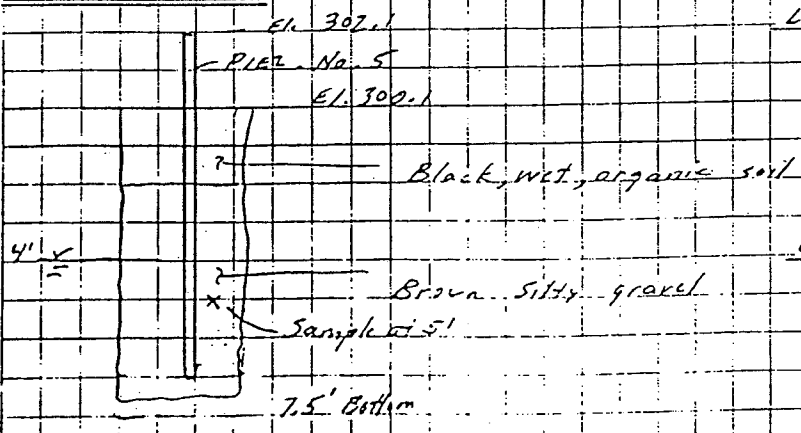
COMMENTS: NO PIEZOMETER INSTALLED;
LEDGE AT 7';
NO GROUNDWATER.



TEST PIT NO. 7

LOCATION: 140' SOUTH OF
STORAGE SHED

COMMENTS: LEDGE AT 7.5';
G.W. ENTERING AT 4.0';
INSTALLED PIEZ.



BY MJT DATE 12/30/82

ROALD HAESTAD, INC. SHEET NO. 7 OF 8
CONSULTING ENGINEERS

CKD BY CKK DATE 1/19/83

37 Brookside Road - Waterbury, Conn. 06708 JOB NO. 88-001

SUBJECT LoRusso SITE GROUNDWATER LEVEL READINGS

TEST PIT	PIEZ M.D.	GROUND ELEV.	READING OF 12/21/82 ELEV. S.W. DEPTH FROM GROUND	READING OF 12/21/82 ELEV. S.W. DEPTH FROM GROUND
1		340.1	DRY @ 331.9	DRY @ 331.9
7		300.1	298.2	300.1
2		296.1	287.4	288.1
4		291.6	DRY @ 282.8	283.3
3		290.7	284.3	284.3
MH/CB		288.2	276.7	276.7

NOTE: AT MH/CB AT WESTERN END STONE CULVERT
- GATE ELEV. IS 281.2
- JUNE 18" INP CULVERT IS 276.7

BY MJT DATE 12/3/82

ROALD HAESTAD, INC.
CONSULTING ENGINEERS

SHEET NO. 8 OF 8

CKD BY JR DATE 1/2/82

37 Brookside Road - Waterbury, Conn. 06708

JOB NO. 88-001

SUBJECT Lo Russo SITE - Lo Russo Test Pits

<u>TEST PIT</u>	<u>GROUND ELEV.</u>	<u>BOTTOM ELEV.</u>	<u>DEPTH PIT</u>	<u>COMMENTS</u>
A	350.7	339.1	11.6	Bedrock
B	349.2	341.0	8.2	"
C	346.8	337.2	9.6	"
D	345.3	334.7	10.6	"
E	347.8	338.6	9.2	"
F	347.3	341.6	5.7	"
G	347.2	339.2	8.0	"
H	345.0	340.0	5.0	"
I	334.3	326.8	7.5	"

Note: From Field Book 91, pp 1-4.

APPENDIX C

WATER QUALITY
TEST RESULTS

REPORT OF ANALYSIS

REPORT TO: Roald Haestad, Inc.
37 Brookside Road
Waterbury, Ct. 06708
Att: George Sinclair

DATE OF COLLECTION
December 30, 1982

SAMPLE SOURCE: LoRusso Disposal Area, Waterbury

<u>Parameter</u>	<u>Well #2</u>	<u>Well #5</u>
pH	6.1	6.3
Total Dissolved Solids	82. mg/l	96. mg/l
Alkalinity (CaCO ₃)	12.0 "	20.0 "
Cyanides	.000 "	.000 "
BCD	5.4 "	7.6 "
COD	3.04 "	5.20 "
Ammonia	.056 "	.728 "
Phenols	.22 "	.29 "
Total Suspended Solids	61.5 "	38.0 "
Lead	.00 "	.00 "
Manganese	2.60 "	.56 "
Cadmium	.003 "	.004 "
Copper	.02 "	.05 "
Iron	1.42 "	.76 "
Nickel	.00 "	.00 "
Zinc	.04 "	0.50 "
Conductivity	137 micromho	166 micromho

APPENDIX D
OUTLINE SPECIFICATIONS

OUTLINE SPECIFICATIONS

A. Gravel Blanket/Diffusion Trench

Scope of Work

Furnish and place gravel blanket over former brook channel.
Install diffusion trench.

Materials

Gravel for the blanket and for backfill in the diffusion trench shall be free draining material conforming to DOT Form 812, Article M.02.07.

Compaction

Neither the gravel blanket nor trench backfill shall be compacted.

B. Permanent Groundwater Monitoring Wells A and B

Scope of Work

Furnish and install wells in soil; no rock coring required.

Well A depth estimated at 15 feet.

Well B depth estimated at 30 feet.

Materials and Procedures

See Schematic following.

See Appendix E for DEP requirements.

C. Final Cover

Scope of Work

Grade surface of waste to final contours, less 2 feet.

Furnish and place cover material, grade and compact to a 21 inch thickness.

Construct cut-off ditch on south slope.

Furnish and place topsoil, grade and compact to a 3 inch thickness, ready for seeding.

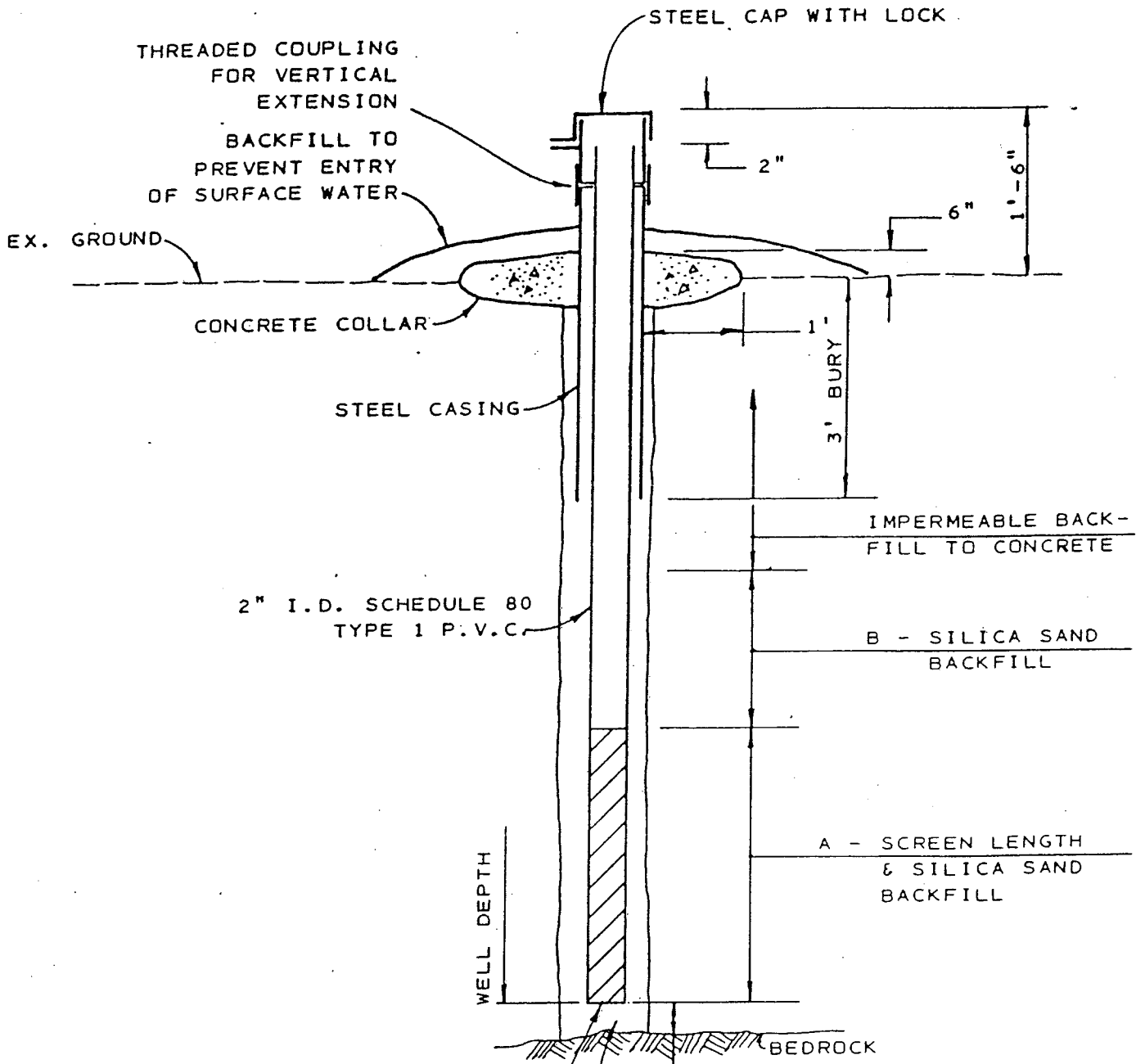
Materials and Procedures

Cover materials shall be GM/SM, GC/SC, or ML, according to the Unified Soil Classification System.

Compact all cover material with a minimum of three passes of a five ton vibratory roller.

Topsoil shall conform to DOT Form 812, Section M.13.01.

See schematic, following, for cut-off ditch.



2" I.D. SCHEDULE 80
TYPE 1 P.V.C.

WELL DEPTH

	WELL DEPTH		
DIM.	5'	9'	12'
A	2-1/2'	4'	5'
B	1'	1-1/2'	2'

APPENDIX C

WATERBURY LANDFILL ASSOCIATES
DISPOSAL AREA
GROUNDWATER MONITORING WELL

WATER QUALITY
TEST RESULTS

NOT TO SCALE

D. Seeding

Scope of Work

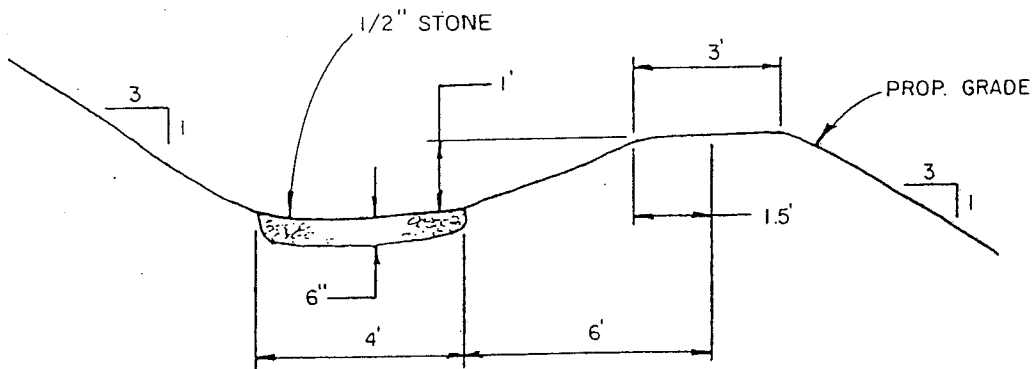
Furnish and spread lime as required and prepare seed bed.
Furnish and apply fertilizer, seed, and paper mulch.

Materials and Procedures

Lime shall conform to DOT Form 812, Section M.13.02.
Fertilizer shall be 5-10-10 applied at a rate of 20 lbs. per 1,000 square feet, or 10-10-10 at a rate of 10 lbs. per 1,000 square feet.
Seeding mixture shall be as follows:

<u>Seed</u>	<u>Percentage by Weight</u>
Tall Fescue	25
Red Fescue	25
Manhattan Rye	25
Kentucky Blue	15
Red Top	10

Rate of Application: 3 lbs. per 1,000 square feet.



CUT-OFF DITCH
NOT TO SCALE

APPENDIX E

DEP TEST BORING,
MONITOR WELL AND GROUNDWATER
QUALITY SAMPLING
SPECIFICATIONS AND PROCEDURES



STATE OF CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION

TEST BORING, MONITOR WELL AND GROUND WATER QUALITY SAMPLING SPECIFICATION AND PROCEDURES

All test borings and monitor wells shall be constructed and installed by a reputable contractor and the work shall be supervised by an experienced engineer or geologist.

These specs do not address site specific details or objectives. Such factors as well locations, depths, screen settings and slot sizes should be discussed with the Water Compliance staff hydrogeologists at 566-3654 or 7295 before any work is started.

Test Boring and Monitor Well Specifications

A. Materials

1. Casing shall be nominal 2 inch inside diameter (minimum), Schedule 80, Type 1 Polyvinyl chloride (PVC) and shall conform to the requirements of ASTM-D 1785 of the latest revision. Screens shall be of an equal material, shall have the same nominal inside diameter as the casing and the slot size shall be based on an analysis of aquifer grain size distribution. Couplings shall be Schedule 80, threaded type, of the same nominal inside diameter as the casings and screens and shall conform to the requirements of ASTM-D 2466 of latest revision. It is noted that other pipe sizes, thicknesses and joint securing methods may be used provided the alternate method is submitted in writing and approved by the Department prior to commencing work.
2. Protective steel casing shall be standard weight, standard steel pipe conforming to the latest revision of ASTM Specification A-53. The nominal diameter shall be a minimum of 3 inches. At the Department's discretion, casing shall be equipped with a steel cap with a locking device, which shall be approved by the Department. No combination locks shall be utilized. Locks shall be Masters or Navy Standard or equal and shall be supplied with keys. American Standard pipe threads are to be utilized if the cap and pipe are to be threaded.
3. At installations selected by the Department, the screens shall be enveloped in a non-woven filter fabric by a method acceptable to the Department. Alternate filter methods such as backfill with silica sand or other approved material around the screen and/or extra well development beyond that normally required to assure continued sediment-free water may be acceptable at the discretion of the Department.

RECEIVED

APR 3 1981

ROALD HAESTAD, INC.
37 BROOKSIDE
WATERBURY, CT 06703
E1

Phone

State Office Building, Hartford, Connecticut 06115

An Equal Opportunity Employer

4. Material utilized for impermeable backfill shall be similar or equal to bentonite clay in the granular form for dry installations and in pellet form for either dry or wet installations.

B. Methods

1. Monitor well installation may be made by placement in auger holes, driven casings, hollow stem auger borings or any other approved method provided that the work is in conformance with all requirements of these Provisions. The configuration of a typical monitor well installation is shown on Figure No. 1. This work may be modified according to conditions at the time the work is in progress.
2. If soil samples are required, the equipment and methods employed must allow samples to be taken as herein described.
3. The inside diameter of the casing and screen may in no way be restricted as a result of installation practices. Failure to comply with this provision may result in rejection of the monitor well.
4. The depth of boring and elevation of placement of screen and screen length are to be determined through consultation with the Department. The use of nested well points (multi-level monitor wells) may be required dependent upon site hydrogeology.
5. Backfilling the annular space between the soil and the casing or screen shall also be carried out with the properly designated, approved material, taking care to completely fill such space, leaving no voids. Backfilling with silica sand (if selected as an alternate to the use of a non-woven filter fabric) or other approved material in the annular space around the screen, for hollow stem auger and driven casing installations, shall be accomplished as follows: The silica sand or approved material shall be poured down the space between the well casing and the auger or driven casing in sufficient quantity to complete approximately one (1) foot of backfilling. The auger or driven casing shall then be withdrawn one (1) foot. The backfilling process shall then be repeated and the auger or driven casing withdrawn for another interval. This process shall be continued until the annular space around the screen and casing is filled with the silica sand or approved material to the appropriate depth. At the ground surface, material shall be placed around the casing in a manner which will prevent the entry of surface water. See Figure No. 1 for construction details.
6. In locations where rock is expected to be encountered, borings shall be made to the rock surface. Holes shall then be continued to appropriate depth by coring with a bit that will produce a bore hole a minimum of 2½ inches in diameter. The 2 inch inside diameter PVC casing will be fitted with O-ring seals at approximately 3 inches and 2 feet 3 inches from the bottom and

inserted 3 feet into the rock. No screen shall be utilized in wells of this nature. Backfilling above rock shall be with approved material as defined elsewhere in the specifications. The design of a typical installation into the bedrock is shown on Figure No. 2.

7. Protective steel casings shall be installed to a depth three feet below existing grade and shall extend approximately 2½ feet above grade. All such casings shall be equipped with caps which fit over the outside diameter. Caps must have locking devices which shall be approved by the Department.
8. All well installations shall be numbered by steel stamping the exposed portion of the steel or plastic casing (not the cap) with a numbering system designated by the Department. The numbers shall be a minimum of one-half inch in height. Exposed casings and caps will be painted with a permanent traffic orange paint.

C. Soil Samples

1. Soil samples shall be obtained at all borings at approximately one foot below the ground surface, at the beginning of every change of stratum and at intervals of approximately five (5) feet, unless otherwise indicated through consultation with the Department.
2. Unless otherwise directed, sampling operations in unconsolidated materials shall be performed with a split tube sampler. With any boring technique, advancement of the bore hole shall be stopped at the appropriate depth and all material removed so that the sampler will not pass through disturbed material when samples are taken. Samples shall then be obtained by driving a split tube sampler 18 inches into the undisturbed material below the bottom of the casing or bore hole.

D. Alignment

All wells must, upon completion, be capable of passing a ten foot long section of pipe (a plumb) throughout their entire length. The outer diameter of the plumb shall be not more than 1/4 inch smaller than the inside diameter of the well casing and screen.

Alignment tests shall be made on all wells. Should the plumb fail to move freely throughout the length of the casing and screen, the alignment shall be corrected.

E. Monitor Well Development

Following installation, monitor wells shall be developed by an appropriate method to remove fines from the immediate surrounding material, and subsequently, to remove such material as well as any other from the casing and screen. Appropriate development consists of pumping, blowing the installation with compressed air, surging and bailing. Development by forcing water down the installation is

not acceptable. Development will continue in each well until a recharge rate satisfactory for bailing and sampling is achieved. Final approval for each well will be given by the Department.

F. Sample Collection Methods

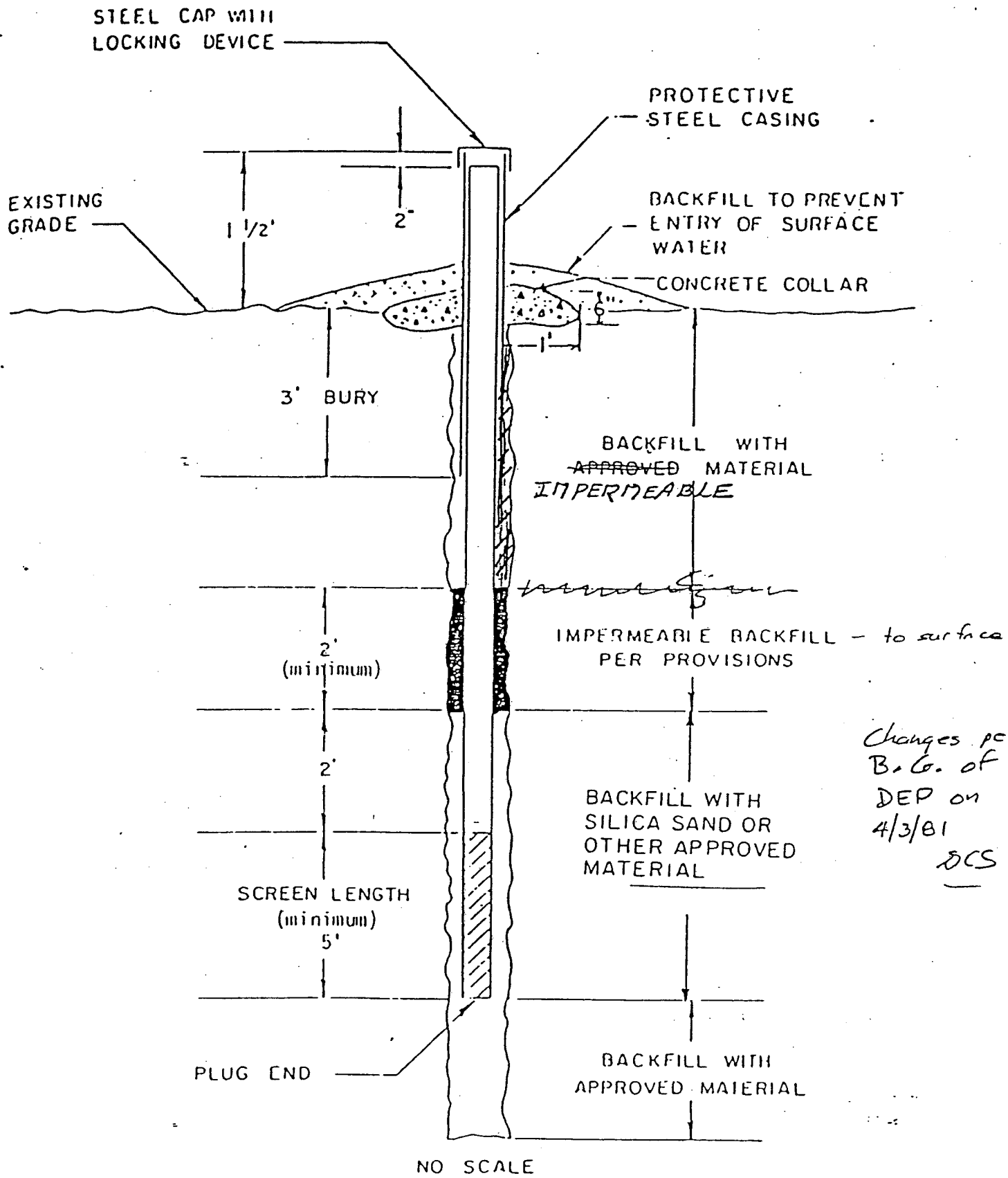
1. Sampling shall not occur until one (1) week after well development unless otherwise approved by the Department. A minimum of three (3) times the volume of water in the well casing shall be withdrawn from the well immediately prior to sample collection.
2. Sample collection materials, containers and techniques shall be such that they will not affect the quality of waters being sampled or the validity of results of subsequent analyses. Samples collected for trace volatile organic analysis are especially sensitive to collection and storage procedures. These requirements for sample collection and storage should be strictly followed:
 - a) collection samples should represent formation water and not stagnant water within the well casing;
 - b) the entrainment of air into samples should be avoided;
 - c) collection materials (bailers, pumps and tubing) should consist of materials not likely to transmit or adsorb trace volatile organics;
 - d) all collection devices should be purged and rinsed between samples;
 - e) sample containers should be specially prepared for volatile organic analysis or other specific analysis and be free of air when sealed;
 - f) samples should be analyzed as quickly as possible after collection and kept chilled at all times until analysis;
 - g) records of sampling equipment, methods and results are required as outlined in part G. below.

G. Records

Records of all information obtained shall be submitted to the Department and contain the following data:

1. Detailed logs of all test borings and monitor wells
 - a) date and time;
 - b) locations and identifying numbers;
 - c) ground elevation to the nearest 0.1 foot for representative datum;

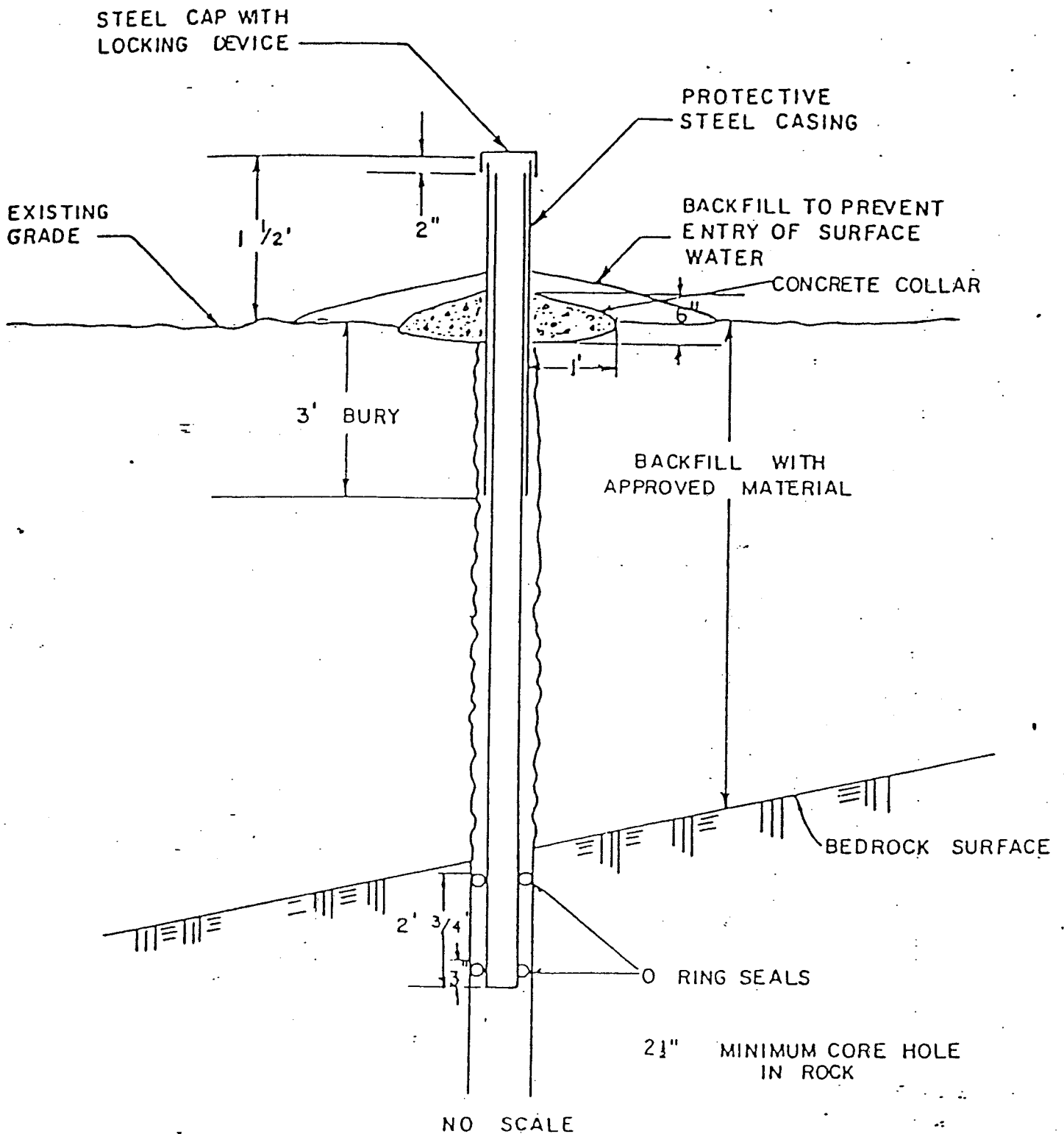
- d) boring details of each hole giving vertical thickness and classification of material penetrated;
- e) depth to bottom of hole, screened interval, water level below land surface and date and time of measurements;
- f) type and number of samples taken;
- g) height of drop and weight of drop hammer for taking drive samples;
- h) number of blows required for each 6 inch penetration of split tube sampler;
- i) method of well development and time spent in development;
- j) sampling procedures;
 - 1. size and type of samples device used;
 - 2. measures taken to obtain a representative ground water sample such as quantity of water removed from well prior to sampling and methods of cleaning/rinsing sampler between samples;
 - 3. sample container: size, type and method of preparation.
- k) name of person(s) recording results and/or collecting samples;
- l) location and/or availability of well cap lock keys.



*Changes per
B.G. of
DEP on
4/3/81
SCS*

NO SCALE

TYPICAL
MONITOR WELL
INSTALLATION



TYPICAL
MONITOR WELL
INSTALLATION
IN BEDROCK
 Figure No. 2

APPENDIX F
COST ESTIMATES

SUBJECT WLA Site - ESTIMATED COSTS

ITEM OF WORK	Units Price	Est. Cost
Annual Groundwater Monitoring Costs:		
Laboratory Costs		
July tests - Cost to test for 12 parameters = \$120; x 2 wells = \$240		
Oct., Jan. + April tests - for specific = conductance only @ \$5 per test		
2 wells x 3 tests @ \$5 = \$30		
Total Lab cost		\$270
Manpower Requirements		
Bail 2 wells (see Appendix E), ob- tain samples and deliver to lab;		
Est. 6 hr. 4 times per year =	24 hrs	
Review 4 sets of test results and forward to DEP =	8 hrs	
Admin. + misc.	4 hrs	
Total hours		36 hrs

CLOSURE

ITEM OF WORK	Unit Price	Est. Cost
Closure Cost		
Final Cover		
Grade surface to final contours - est. 5 days of dozer time	\$ 400	\$ 2,000
Furnish and place 15" avg. depth of cover material - assume 6" of cover material already in place.		
6.4 ac. x 43,560 ft ² x 1.25' ÷ 27 = 12,900 c.y.	3.50	45,150
Furnish and place topsoil		
6.4 ac. x 43,560 ft ² x 0.25' ÷ 27 = 2,580 c.y.	6.00	15,480
Furnish and place lime, fertilizer and seed for 6.4 ac.	800	5,120
Total Est. Cost.		\$ 67,750

APPENDIX G

PRIOR CORRESPONDENCE

★ Every Idea Is A Link In The Chain of Progress ★
 Send your Ideas to: Employees' Suggestion Awards Program, 165 Capitol Ave., Hartford, 06115

Interdepartment Message

SAVE TIME: Handwritten messages are acceptable.
 Use carbon if you really need a copy. If typewritten, ignore faint lines.

STO-200 REV 5-81 (Stock No. 6938-050-01)

To	<small>NAME</small> John England	<small>TITLE</small> Senior Environmental Analyst	<small>DATE</small> 10/19/82
	<small>AGENCY</small> DEP/Soild Waste	<small>ADDRESS</small>	
From	<small>NAME</small> Doug Cooper <i>J. Cooper</i>	<small>TITLE</small> Chief, Inland Wetland	<small>TELEPHONE</small> 7280
	<small>AGENCY</small> DEP/Water Resources Unit	<small>ADDRESS</small>	

SUBJECT
 RE: Proposed Land Fill, Highland Avenue, Waterbury, Ct.

Members of this Unit have reviewed the proposed fill as referenced above and as noted on the map titled " 79 - 261, Waterbury, New Haven, 1" = 100', 2', Line 1 - 4 & 5". The area has been heavily disturbed and is not considered to contain any wetlands and/or watercourses as per Sections 22a-36 through 45 of the Connecticut General Statutes. Therefore, no permits shall be required from this Office for the current proposal.

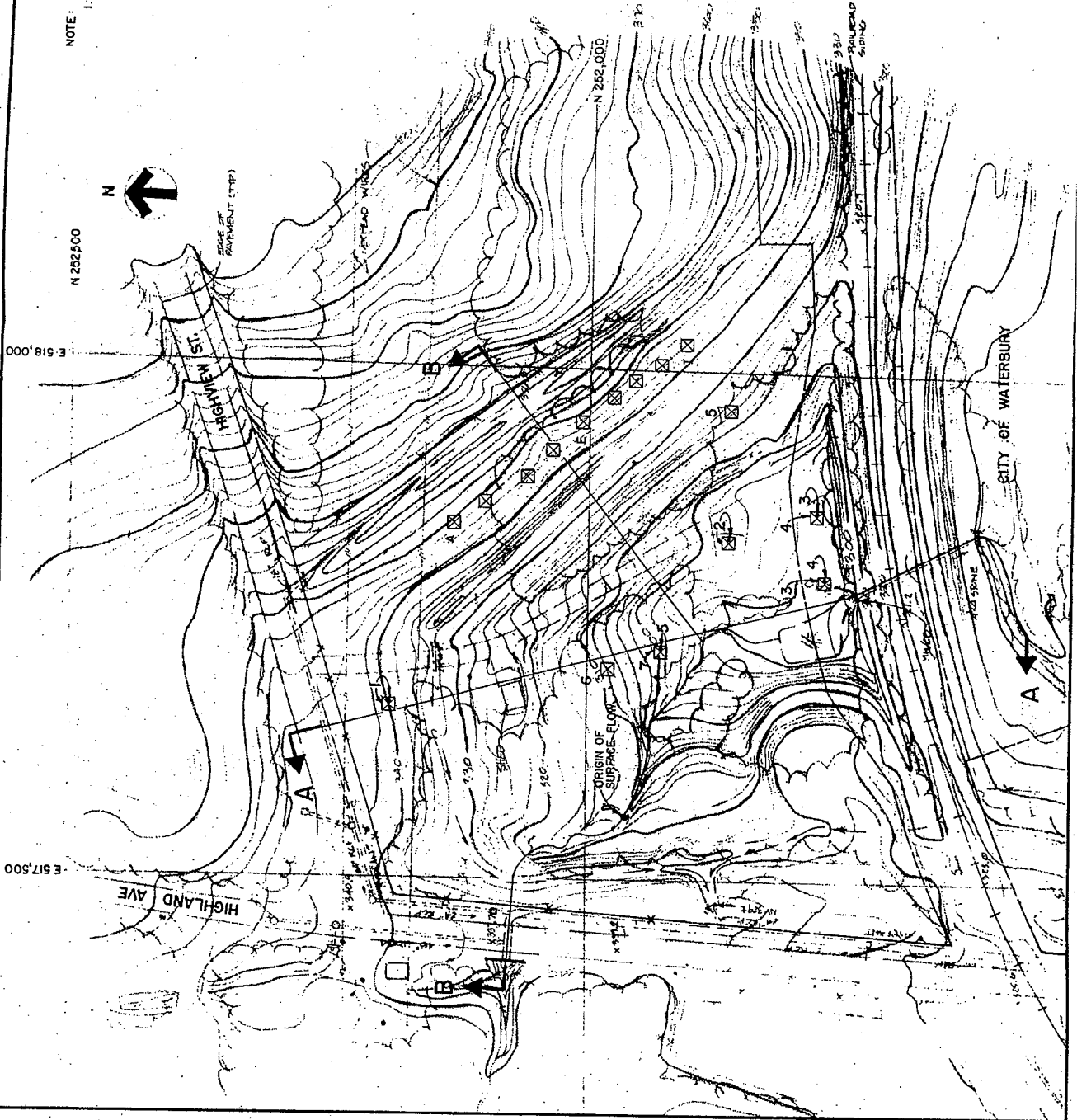
SOLID WASTE COMPLIANCE
 Dept. of Environmental Protection
 RECEIVED

DC:\$ET:jc

NOTE:
1. TOPOGRAPHY IS AERIAL MAPPING, DATE OF FLIGHT 12/9/79.
DATUM IS U.S.C.S.; COORDINATES ARE STATE OF CONN. SYSTEM.

LEGEND

- PROPERTY LINE
- EX. CONTOUR AND SPOT ELEVATION
- EX. DITCH DRAINAGE
- EX. FENCE
- EX. STORM DRAIN WITH C.B. AND M.H.
- ☒ TEST PIT AND NUMBER
- ☒ PIEZOMETER AND NUMBER



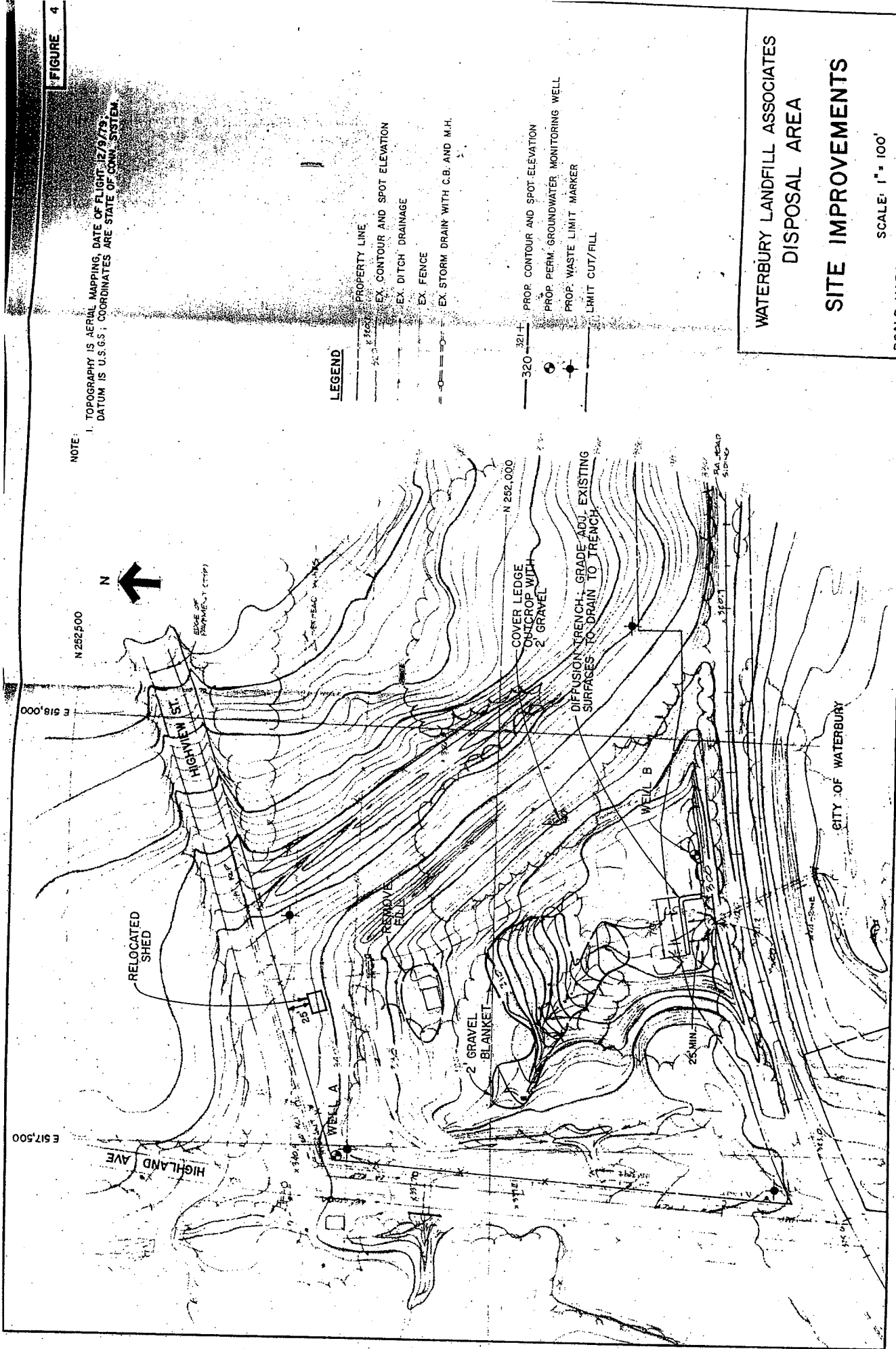
WATERBURY LANDFILL ASSOCIATES
DISPOSAL AREA
TEST PIT / PIEZOMETER
LOCATIONS

SCALE: 1" = 100'
ROALD HAESTAD, INC. JANUARY 1983

NOTE:
1. TOPOGRAPHY IS AERIAL MAPPING, DATE OF FLIGHT 12/9/73.
DATUM IS U.S.G.S.; COORDINATES ARE STATE OF CONN. SYSTEM

LEGEND

- 320 — 321 — PROP. CONTOUR AND SPOT ELEVATION
- 320 — 321 — PROP. PERM. GROUNDWATER MONITORING WELL
- 320 — 321 — PROP. WASTE LIMIT MARKER
- 320 — 321 — LIMIT CUT/FILL
- — — — — EX. STORM DRAIN WITH C.B. AND M.H.
- — — — — EX. DITCH DRAINAGE
- — — — — EX. FENCE
- — — — — EX. CONTOUR AND SPOT ELEVATION
- — — — — PROPERTY LINE



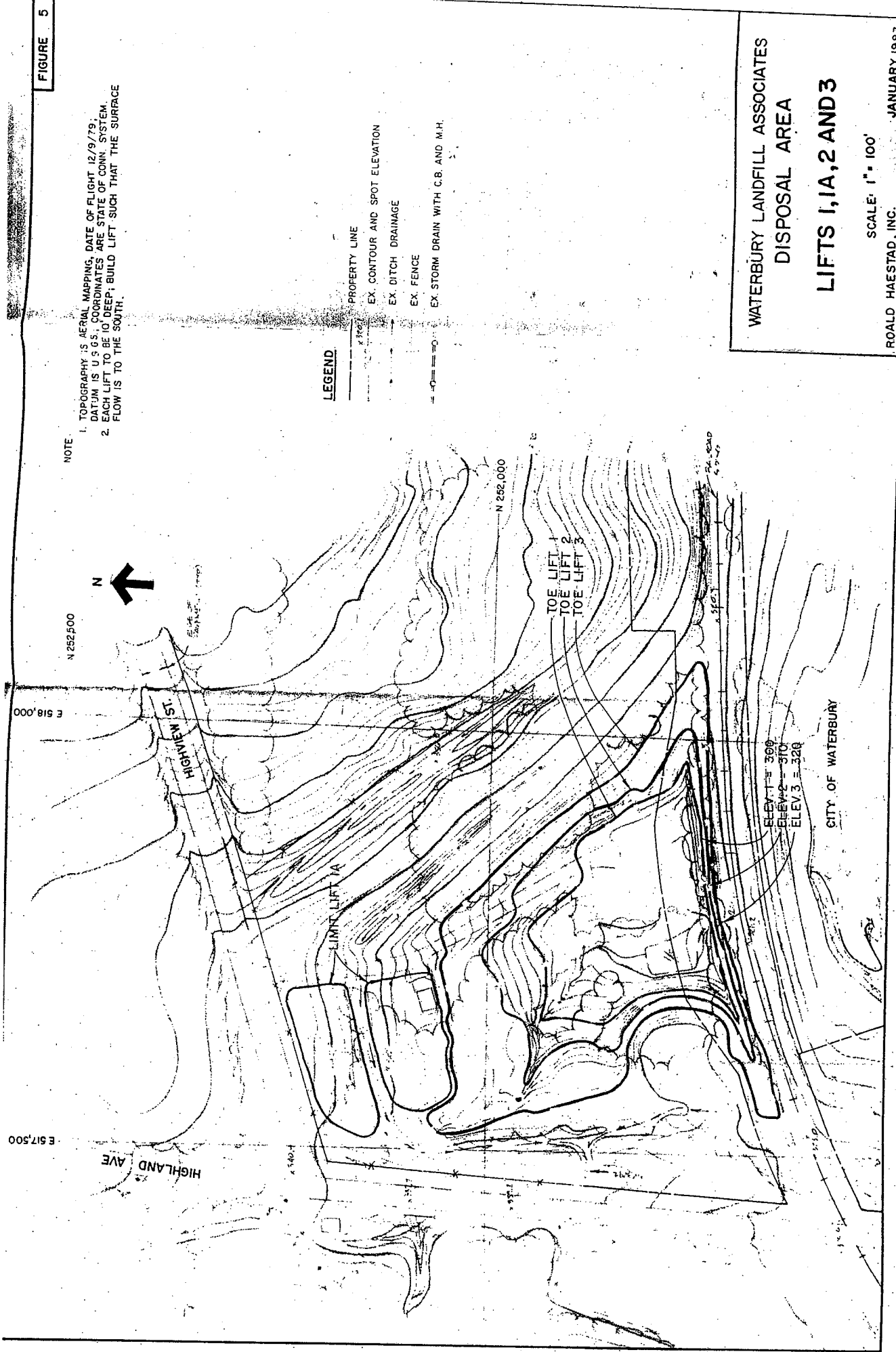
WATERBURY LANDFILL ASSOCIATES
DISPOSAL AREA
SITE IMPROVEMENTS

NOTE

1. TOPOGRAPHY IS AERIAL MAPPING, DATE OF FLIGHT 12/9/79. DATUM IS U.S.S. COORDINATES ARE STATE OF CONN. SYSTEM.
2. EACH LIFT TO BE 10' DEEP. BUILD LIFT SUCH THAT THE SURFACE FLOW IS TO THE SOUTH.

LEGEND

- PROPERTY LINE
- EX. CONTOUR AND SPOT ELEVATION
- EX. DITCH DRAINAGE
- EX. FENCE
- EX. STORM DRAIN WITH C.B. AND M.H.



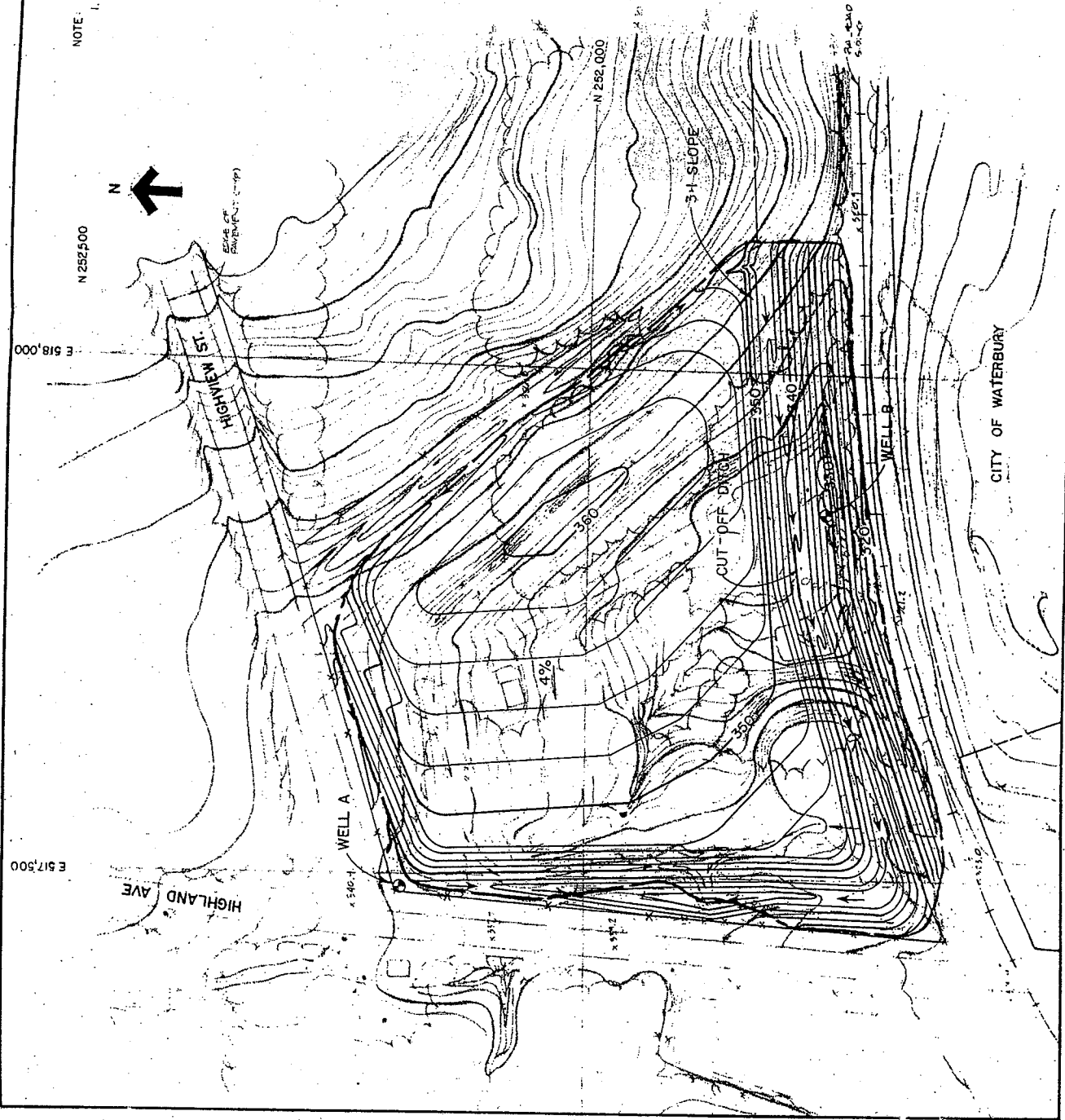
WATERBURY LANDFILL ASSOCIATES
 DISPOSAL AREA
 LIFTS 1, 1A, 2 AND 3

SCALE: 1" = 100'

ROALD HAESTAD, INC.

JANUARY 1983

NOTE:
1. TOPOGRAPHY IS AERIAL MAPPING, DATE OF FLIGHT 12/9/79.
DATUM IS U.S.G.S.; COORDINATES ARE STATE OF CONN. SYSTEM.



LEGEND

- x 550 — PROPERTY LINE
- — — EX. CONTOUR AND SPOT ELEVATION
- — — EX. DITCH DRAINAGE
- — — EX FENCE
- — — EX STORM DRAIN WITH C.B. AND M.H.
- — — 320 — FINAL CONTOUR AND SPOT ELEVATION
- — — PROP. DITCH DRAINAGE
- — — LIMIT OF WASTE
- ⊕ PERM. GROUNDWATER MONITORING WELL

WATERBURY LANDFILL ASSOCIATES
DISPOSAL AREA
FINAL GRADES

SCALE: 1" = 100'
ROALD HAESTAD, INC.
JANUARY 1983

NOTE: 1. TOPOGRAPHY IS AERIAL MAPPING, DATE OF FLIGHT 12/9/79.
DATUM IS U.S.G.S.; COORDINATES ARE STATE OF CONN. SYSTEM.

LEGEND

- x 3/16" — PROPERTY LINE
- EX. CONTOUR AND SPOT ELEVATION
- EX. DITCH DRAINAGE
- EX. FENCE
- EX. STORM DRAIN WITH C.B. AND M.H.

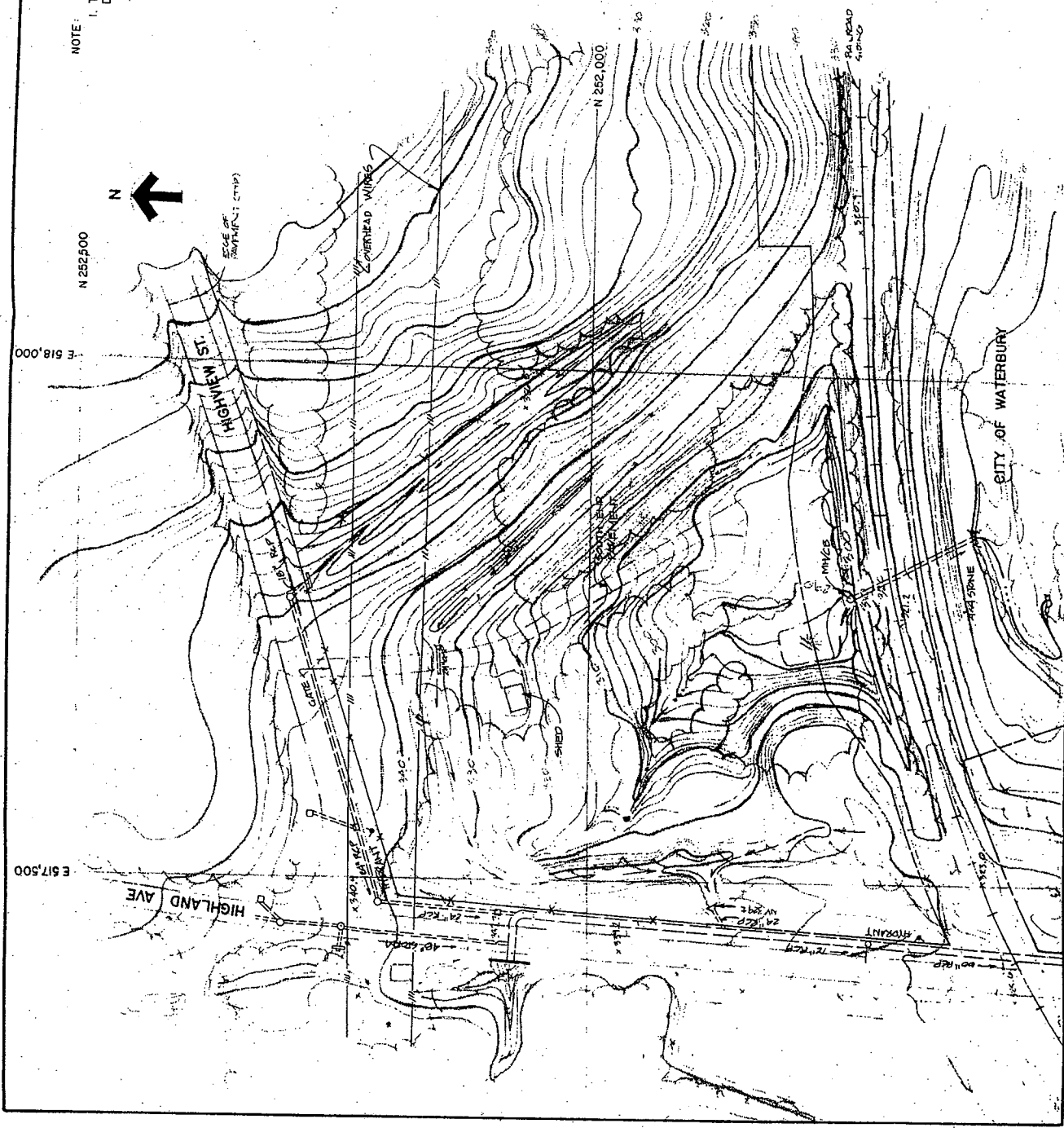
SOLID WASTE COMPLIANCE
Dept. of Environmental Protection
RECEIVED

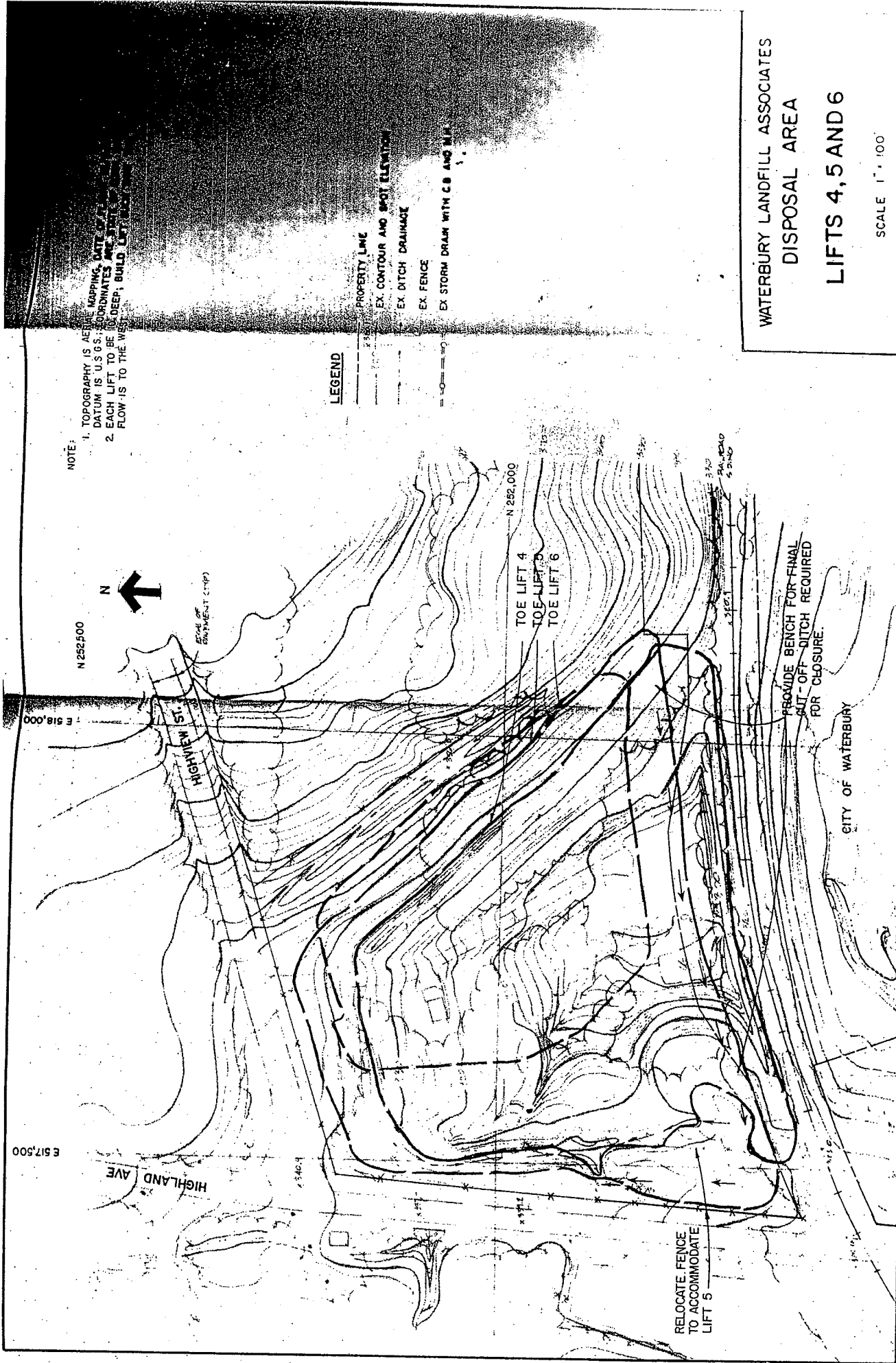
JAN 10 1983

ANSWERED
REFERRED
FILED

WATERBURY LANDFILL ASSOCIATES
DISPOSAL AREA
EXISTING
SITE CONDITIONS

SCALE: 1" = 100'
ROALD HAESTAD, INC. JANUARY 1983





NOTE:

1. TOPOGRAPHY IS AERIAL MAPPING, DATE [unclear]
2. DATUM IS U.S.G.S. COORDINATES ARE STATE
3. EACH LIFT TO BE 10' DEEP, BUILD [unclear]
4. FLOW IS TO THE WEST

LEGEND

- PROPERTY LINE
- EX. CONTOUR AND SPOT ELEVATION
- EX. DITCH DRAINAGE
- EX. FENCE
- EX. STORM DRAIN WITH C.B. AND M.F.

N 252,500



E 518,000

E 517,500

HIGHLAND ST

HIGHLAND AVE

TOE LIFT 4
TOE LIFT 5
TOE LIFT 6

RELOCATE FENCE TO ACCOMMODATE LIFT 5

PROVIDE BENCH FOR FINAL CUT-OFF DITCH REQUIRED FOR CLOSURE.

CITY OF WATERBURY

WATERBURY LANDFILL ASSOCIATES

DISPOSAL AREA

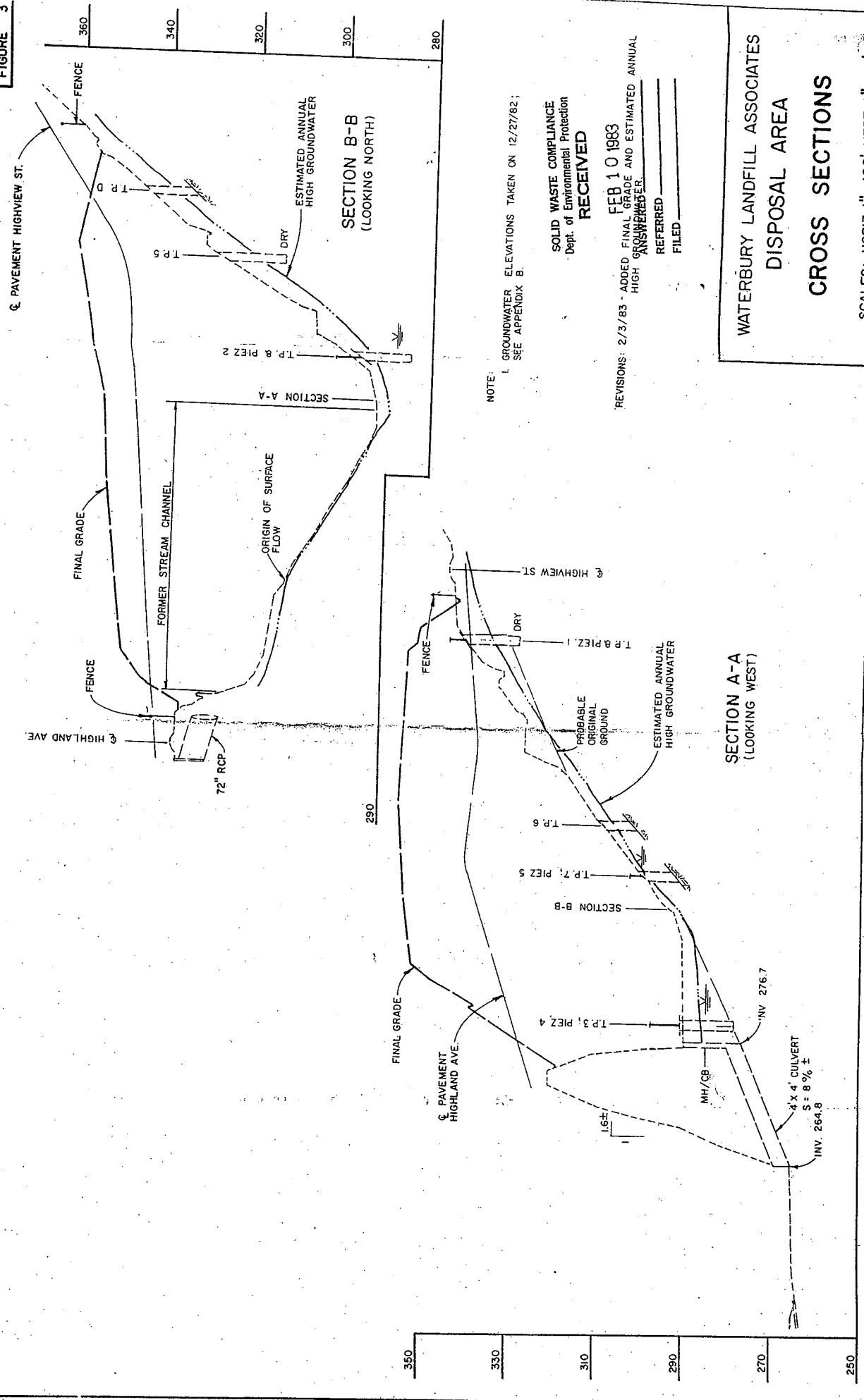
LIFTS 4, 5 AND 6

SCALE 1" = 100'

ROALD HAESTAD, INC.

JANUARY 1983

FIGURE 3



NOTE:

1. GROUNDWATER ELEVATIONS TAKEN ON 12/27/82; SEE APPENDIX B.

SOLID WASTE COMPLIANCE
Dept. of Environmental Protection
RECEIVED

FFB 10 1983

REVISIONS: 2/3/83 - ADDED FINAL GRADE AND ESTIMATED ANNUAL HIGH GROUNDWATER.

REFERRED _____
FILED _____

WATERBURY LANDFILL ASSOCIATES
DISPOSAL AREA
CROSS SECTIONS

SCALES: HORIZ. 1" = 100', VERT. 1" = 20'
ROALD HAESTAD, INC. JANUARY 1983

NOTE: 1. TOPOGRAPHY IS AERIAL MAPPING, DATE OF FLIGHT 12/9/79. DATUM IS U.S.G.S. COORDINATES ARE STATE OF CONN. SYSTEM.

LEGEND

- PROPERTY LINE
- EX. CONTOUR AND SPOT ELEVATION
- EX. DITCH DRAINAGE
- EX. FENCE
- EX. STORM DRAIN WITH C.B. AND M.H.

SOLID WASTE COMPLIANCE
Dept. of Environmental Protection
RECEIVED

JAN 10 1983

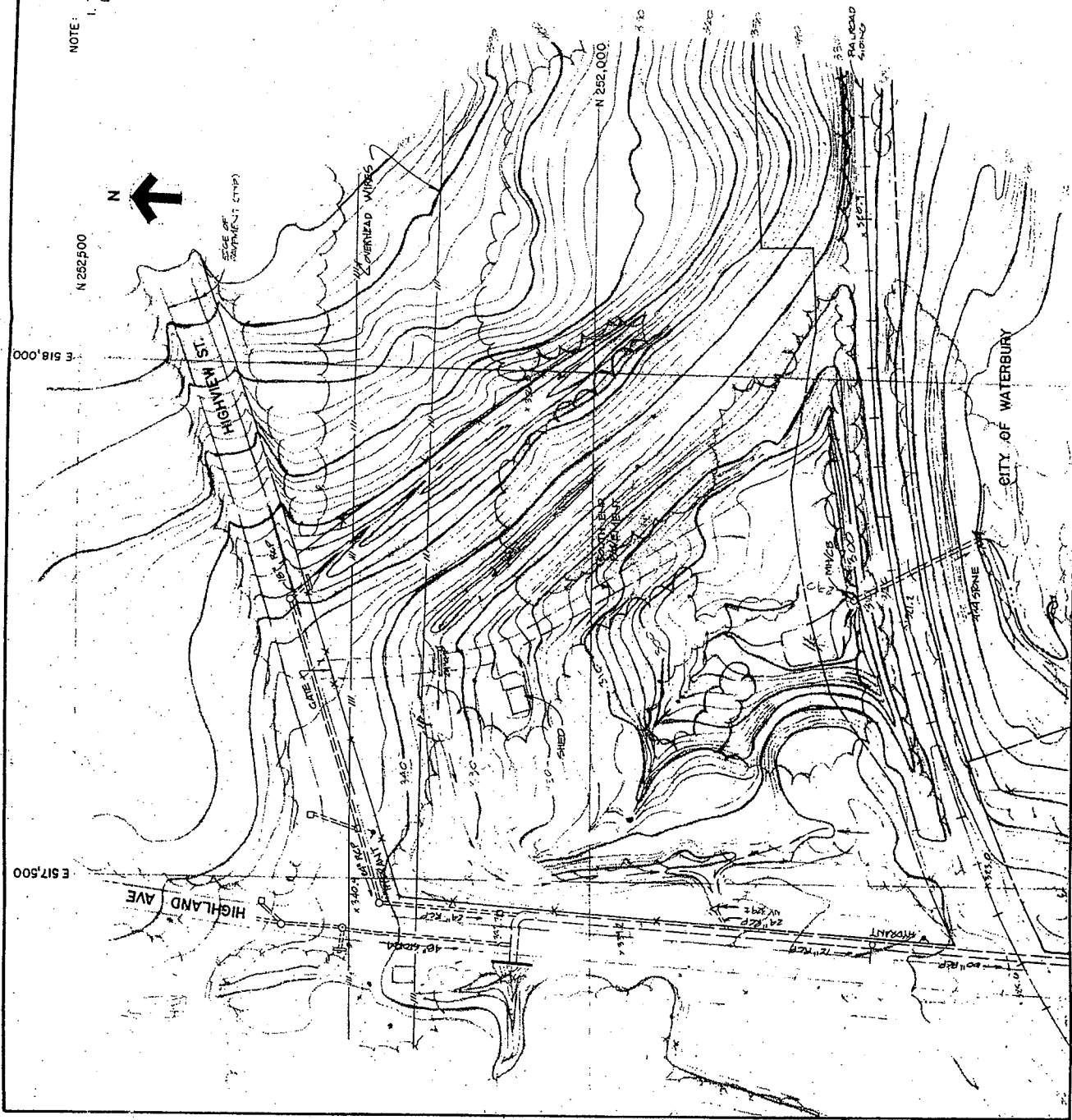
ANSWERED
REFERRED
FILED

WATERBURY LANDFILL ASSOCIATES
DISPOSAL AREA
EXISTING
SITE CONDITIONS

SCALE: 1" = 100'

ROALD HAESTAD, INC.

JANUARY 1983





STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



Solid Waste Management

December 2, 1982

RECEIVED
DEC 7 1982
ROALD HAESTAD, INC.
37 BROOKSIDE ROAD
WATERBURY, CT. 06708

Mr. Vincent LoRusso
Bart LoRusso & Sons, Inc.
109 Nichols Drive
Waterbury, Connecticut 06708

Dear Mr. LoRusso:

This letter will briefly summarize the meeting held in Hartford on November 18, 1982 between you, George Sinclair of Haestad, Inc., Paul Marin of the Water Compliance Unit, and John England of the Solid Waste Management Unit. You had requested the meeting to discuss the feasibility of waste disposal on 7 acres of property located off Highland Avenue in the southern part of Waterbury. In the past, the city held a permit to dispose of incinerator residue on the same parcel, but that permit was revoked in 1980.

The DEP is familiar with the geology, hydrology, topography and other physical characteristics of this property, and how they relate to present siting criteria for solid waste disposal areas. As we discussed, the site does not appear to meet the criteria for disposal of certain wastes. Neither the Solid Waste Management nor Water Compliance Unit feel the property is permittable for disposal of mixed solid waste. Mixed wastes can include municipal refuse, incinerator residue, fly ash, wire insulation, or certain non-hazardous sludges. This is not to say that you cannot apply for the necessary permits, but only that the DEP does not feel the site meets the State siting criteria (in conformance with the proposed ground and surface water classification).

On a preliminary basis, the property does appear to meet the criteria to be permitted as a bulky waste disposal area. Bulky wastes include brush, stumps, leaves, demolition, and tires (non-putrescible wastes of "natural" origin). As discussed, bulky waste disposal areas are permitted under less stringent criteria than mixed waste landfills because they generate a less potent leachate. Only one DEP permit from the Solid Waste Management Unit is needed for a new bulky waste landfill on this property (the wetlands issue has been resolved).

As your engineer is aware, substantial site plans and operational details will be needed to accompany the permit application. Some of the concerns we discussed for this property include:

1. impact of filling on abutters (ie. - railroad);
2. plugging the under drain;
3. determining maximum high water table and elevation of backfill needed;

Phone:

State Office Building, Hartford, Connecticut ~~06106~~ 06106

Vincent LoRusso
Page 2
December 2, 1982

4. improved upslope surface drainage diversions;
5. delineate the potential leachate plume and show that it will not affect any water supply wells.

Upon receipt of the completed application, the DEP will be able to issue or deny a bulky waste permit for the site.

The applicant should also be aware that the solid waste guidelines, regulations, and the proposed water classification for the area are in the process of revision within the DEP. Any or all of these changes may affect the outcome of a future application for bulky waste disposal on this property.

Very truly yours,

John England

John England
Sr. Env. Analyst

JE/cm

cc: Mr. Spallone, Waterbury Engineer
George Sinclair, Haestad
Paul Marin, Water Compliance

EXHIBIT B

To

**AGREEMENT FOR SALE OF CAPACITY OF THE WATERBURY
BULKY WASTE LANDFILL**

**CONTRACT PRICE AND TERM AND PAYMENT
PROCEDURES**

CONTRACT PRICE AND TERM AND PAYMENT PROCEDURES

1. CONTRACT PRICE

[The Contract Price will be added by CRRA based on the successful bidders Bid Price And Term Form as such Form may be modified as a result of negotiations between CRRA and the successful bidder.]

2. CONTRACT TERM

[The Contract Term will be added by CRRA based on the successful bidders Bid Price And Term Form as such Form may be modified as a result of negotiations between CRRA and the successful bidder.]

3. PAYMENT PROCEDURES

The payment procedures shall be as follows.

3.1 Scenario 1 – Contractor Operates And Manages The Landfill

Under Scenario 1, within 30 days of CRRA issuing to the Contractor the Notice To Proceed with landfilling and operation and management of the currently remaining capacity, Contractor shall pay CRRA an amount equal to 25% of the Contractor's lump sum Contract Price for the capacity. Thereafter, for five (5) months, Contractor shall pay CRRA at the beginning of each month an amount equal to 15% of the lump sum Contract Price for the capacity under Scenario 1. Regardless of the Contract Term, Contractor is required to pay the full Contract Price for the capacity within the time period specified in the foregoing.

If CRRA requires Contractor to relocate the estimated 7,700 cubic yards of material, CRRA shall credit against the amount otherwise owed to CRRA by the Contractor the amount of the Contractor's lump sum Contract Price for such relocation.

3.2 Scenario 2 – Entity Other Than Contractor Operates And Manages The Landfill

Under Scenario 2, within 30 days of CRRA issuing to the Contractor the Notice To Proceed with providing Acceptable Solid Waste to fill up the currently remaining capacity, Contractor shall pay CRRA an amount equal to 25% of the of the Contractor's lump sum Contract Price for the capacity. Thereafter, for five (5) months, Contractor shall pay CRRA at the beginning of each month an amount equal to 15% of the lump sum Contract Price for the capacity under Scenario 2. Regardless of the Contract Term, Contractor is required to pay the full Contract Price for the capacity within the time period specified in the foregoing.

3.3 Scenario 3 (Optional) – Additional Capacity Becomes Available

If CRRA implements the Optional Scenario 3, within 30 days of CRRA issuing to the Contractor the Notice To Proceed with providing waste to fill the additional capacity and, potentially, with operation and management of the additional capacity, Contractor shall pay CRRA an amount equal to 10% of the Contractor's lump sum Contract Price for the Optional Scenario 3 capacity. Thereafter, for eight (8) months, Contractor shall pay CRRA at the beginning of each month an amount equal to 10% of the Contractor's lump sum Contract Price for the capacity under Optional Scenario 3. Regardless of the Contract Term for Optional Scenario 3, Contractor is required to pay the full Contract Price for the capacity within the time period specified in the foregoing.

4. RECONCILIATION

When the Landfill reaches its permitted waste capacity, CRRA will conduct a post-operations topographic survey and compare it to the mutually agreed upon pre-operations survey to determine the actual volume of air space consumed by the Contractor's operations. At its own expense, the Contractor may conduct its own post-operations topographic survey to verify the survey conducted by CRRA. Once CRRA and the Contractor mutually agree upon the total volume of airspace consumed by the Contractor's utilization of the capacity Contractor purchased, CRRA and Contractor shall reconcile the per cubic yard billing records so that the Contractor pays CRRA for the actual amount of airspace consumed by the Contractor's utilization of the capacity Contractor purchased.

For reconciliation purposes, the "per cubic yard" price used in the reconciliation will be calculated based on the estimated capacity available (41,300 cubic yards for Scenario 1 and 2 and an additional 84,700 cubic yards for optional Scenario 3) and the lump sum Contract Price for the capacity

All topographic surveys conducted for the purpose of determining the capacity of the Waterbury Landfill must be conducted by a professional land surveyor licensed by the State of Connecticut. All topographic surveys must meet or exceed the accuracy of Class T-2, as defined by the Connecticut Association of Land Surveyors.

EXHIBIT C

To

**AGREEMENT FOR SALE OF CAPACITY OF THE WATERBURY
BULKY WASTE LANDFILL**

**PAYMENT BOND AND LETTER OF CREDIT
FORMS**

PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

--	--

OWNER (Name and Address):

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

AGREEMENT

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

BOND

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

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

CONTRACTOR AS PRINCIPAL

SURETY

--

(SEAL)

--

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

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

TERMS AND CONDITIONS TO PAYMENT BOND

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the foregoing Agreement and payment of the Contract Price pursuant to 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 and pays the Contract Price pursuant to 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 and paying the Contract Price pursuant to the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement and pay the Contract Price pursuant to 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 and pay the Contract Price pursuant to 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 and pay the Contract Price pursuant to the Agreement; or
 - 4.2 Undertake to perform and complete the Agreement and pay the Contract Price pursuant to the Agreement itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement and payment of the Contract Price pursuant to 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 payment 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 and pay, arrange for completion and payment or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Agreement and pay the Contract Price pursuant to the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Agreement;
 - 6.2 Additional legal and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the Contractor or delayed payment or non-payment by the Contractor of the Contract Price.
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 Balance of the Agreement Price: The total amount payable to the Owner by the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Owner of any amounts received or to be received from the Contractor in settlement of insurance or other claims for damages to which the Owner is entitled, reduced by all valid and proper payments made to or on behalf of the Owner under the Agreement.
- 12.2 Agreement: The agreement between the Owner and the Contractor identified on the signature page, including all Agreement Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or to pay the Contract Price or otherwise to comply with any of the terms of the Agreement.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement or to perform and complete or comply with the other terms hereof.

LETTER OF CREDIT

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

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

Gentlemen:

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

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

Drafts must be accompanied by a certified statement from the Beneficiary that **[name of Contractor]** has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain Agreement For Sale Of Capacity Of The Waterbury Bulky Waste Landfill between **[name of Contractor]** and CRRA, dated as of **[Date]**.

Partial drawings hereunder are permitted.

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

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

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

It is a condition of this Letter Of Credit that it is deemed to be automatically extended without amendment for one (1) year from the expiration date stated above, or any future expiration date,

unless not later than ninety (90) days prior to the expiration date stated above or the then current expiration date we notify you by registered mail that we elect not to renew this Letter Of Credit for any such additional period.

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

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

Very truly yours,

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